City Council Meeting
Agenda

June 2, 2026
7:00 PM – Regular Meeting
Council Chambers
400 N. Douty St.

Council Members will meet in-person in the Council Chambers. The meeting will also be lived streamed on the City's website: http://livestream.hanford.city/

4:00 PM CALL TO ORDER STUDY SESSION AND CLOSED SESSION:

ROLL CALL:

PUBLIC COMMENT:

Study Sessions are considered Special Meetings under the Brown Act. Accordingly, comments from the public are limited to items listed on the agenda (GC 54954.3a). Public Comment will be accepted during each agenda item. A maximum of ***three minutes*** *is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

STUDY SESSION AND ACTION ITEMS:

A. New Employee introduction: Eekhong Franco, Finance Manager

B. Receive an update on the *It's Not Worth It Campaign* for the usage and possession of illegal fireworks within the City's limits.

C. Presentation and Council review and discussion of the Draft City of Hanford Master Fee Schedule for Fiscal Year 2026-27.

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

A. CONFERENCE WITH LEGAL COUNSEL-PROPERTY NEGOTIATIONS (GC 54956.8)

Address: 109 E. Eighth Street
Negotiating Party: Carnegie Museum of Kings County
Agency Negotiators: Chris Tavarez, Jason Waters, and Ty Mizote

B. CONFERENCE WITH LEGAL COUNSEL-PROPERTY NEGOTIATIONS (GC 54956.8)

APNs: 012045001, 012045010, 012045004, 012045005, 012046019, 012046005, 012046006, 012046007, 012045001, 012045009, 012045008, 012045007, 012045006, 012045007
Negotiating Party: Solis Martin Vieyra & Araujo Fanny Castro, Miya Farms, PRE 4 LLC,

MCMASTER, WILLIAM T & KATHLEEN S H/W, EBERT JEANNINE, ALANIS, RICHARD & LINDA TRUST,
Agency Negotiators: Chris Tavarez, Jason Waters, and Nick Matoian

C. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (54956.9 (d)(4))

1 Potential Case

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

Adam Medeiros

FLAG SALUTE:

CLOSED SESSION ACTION REPORT:

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. State law does not allow the Council to discuss or take action on issues not on the agenda, except that members of the Council or staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights (Gov. Code sec. 54954.2). A maximum of three minutes is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.

CONSENT CALENDAR:

Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

A. Waive reading in full of resolutions and ordinances and approval and adoption of same by reading the title only.

B. Community Development: Authorize the Mayor to Sign a Letter Opposing Senate Bill 866 (Blakespear) Relating to Housing Element Homelessness Reporting Requirements

C. Community Development: Appropriate $55,588.86 from the Housing Unencumbered Fund (Fund 0101) to cover Community Development Block Grant (CDBG) Public Service Activity expenditures under the 2024 Action Plan for Fiscal Year (FY) 2024–2025 that were not reimbursable, due to exceeding the 15% annual grant allocation regulated by the U.S. Department of Housing and Urban Development

D. Utilities and Engineering: Adopt Resolution No. 26-30-R supporting the City's grant application to the Federal Railroad Administration (FRA) Railroad Crossing Elimination (RCE) Grant for the Grangeville Boulevard at BNSF grade separation Project Final Design Phase, and approve an appropriation of $24,937 from the Gas Tax Fund (0044) for grant writing support from TRC Engineers, Inc. for the FRA-RCE Final Design Phase and the SH190 Grade Separation Fund applications.

E. Utilities and Engineering: Approval of a Change Order in the amount of $25,500 with Interwest Consulting Group for City Surveyor Services, increasing the total Purchase Order to $75,000, and approval of an additional appropriation of $25,500 from the General Fund to be offset by developer or CIP reimbursements.

F. Utilities and Engineering: Authorization to execute a Work Order (WO) with Westwood Professional Services for the City Standards and Specifications Update Project in the amount of $244,290, authorize a 15% contingency of $36,643.50, and appropriate $80,933.50 split evenly from the Refuse, Storm Drain, WWTP, TIF, Gas Tax, and Water Funds.

G. Police: Authorization to apply for the Bureau of Justice Assistance (BJA) FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of $19,478 to purchase crowd control equipment for the Hanford Police Department's Special Response Team (SRT); and if awarded, amend the budget to recognize the grant, appropriate $19,478 in the General Fund for the Police Department, and authorize the City Manager or Police Chief to execute all grant related documents.

H. Finance: Adoption of Resolution 26-35-R approving the City of Hanford's annually updated Investment Policy for FY 2026-2027

I. Finance: Adoption of Resolution 26-32-R establishing the 2026/2027 appropriations limit of $103,123,873 for the City of Hanford's General Fund

J. Administration: Authorize the Mayor to Sign a regional Letter of Support for the Lemoore Naval Air Station for home basing of new strike fighter squadrons

PUBLIC HEARING:

A. Human Resources: Public Hearing and reporting on City of Hanford vacancies, recruitment, and retention efforts in compliance with Assembly Bill 2561

B. Utilities and Engineering: Public Hearing and Adoption of Resolution 26-25-R the 2025 Urban Water Management Plan (UWMP) and Resolution 26-26-R the 2025 Water Shortage Contingency Plan (WSCP) and authorizing its submittal to DWR.

GENERAL BUSINESS:

A. Human Resources: Approval of the City of Hanford Salary Schedules

B. Finance: Adoption of Resolution 26-33-R, Amendments to the City of Hanford Water Service Discontinuation Policy

C. Public Works: Presentation on receipt of a petition by property owners of Quail Run Estates (94-03) Landscape Assessment District to re-ballot the district on the district's assessment and provide direction

COUNCIL REPORTS/GENERAL REPORTS:

Brief information-only reports from City Council and/or Staff, including committee reports and reports by City Council related to meetings attended at City expenses (AB1234).

ITEMS FOR FUTURE AGENDAS:

At this time, any Council Member may ask a question for clarification or may request a matter, which is not otherwise scheduled on a City Council agenda, to be placed on a future agenda. The Council Member referring the item shall provide sufficient information as to the nature of the item. The City Council, by concurrence of a majority, may direct the City Manager to put the item on a future agenda. (GOV. CODE SEC. 54954.2)

A. Council Future Agenda Items

B. Upcoming Events and Important Dates:

June 9: Council Connect with Council Member Regan at Help-U-Sell Real Estate More

Information
June 16: Regular City Council Meeting
July 4:Freedom Fest & Fireworks Show, Hanford Softball Complex 6:00 pm - 10:00 pm
More Information
July 21: Regular City Council Meeting

ADJOURNMENT:

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available to public inspection in the City Clerk's Office located at 319 N. Douty Street, Hanford, California 93230, during normal business hours. Such agendas are also available at the city's website, www.cityofhanfordca.com subject to staff's ability to post the agenda before the meeting. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's office, 559-585-2515, 319 N. Douty Street, Hanford, California 93230, at least 2 days prior to the meeting {28 CFR 35.102.35.104 ADA Title II}

AGENDA
STAFF REPORT

MEETING DATE: 6/2/2026	**AGENDA SECTION:** STUDY SESSION AND ACTION ITEMS

SUBJECT:
New Employee introduction: Eekhong Franco, Finance Manager

ATTACHMENTS:
None

AGENDA
STAFF REPORT

MEETING DATE: 6/2/2026	**AGENDA SECTION:** STUDY SESSION AND ACTION ITEMS

SUBJECT:
Receive an update on the *It's Not Worth It Campaign* for the usage and possession of illegal fireworks within the City's limits.

RECOMMENDATION:

Recommendation: Staff recommends City Council receive an update on the *It's Not Worth It Campaign* and provide staff with feedback.

BACKGROUND:

In September of 2025, City Council approved the adoption of the *It's Not Worth It Campaign* to help deter the usage of illegal fireworks within the City during the 4th of July weekend. This campaign enables Hanford Fire personnel and Hanford Police personnel to impose $1,000 fines for each infraction of possession of illegal fireworks for up to $10,000 in accumulated fines per day.

Since the approval of the *It's Not Worth It Campaign,* the Fire Department has purchased drone licenses for the utilization of drones throughout the City during the 4th of July weekend. Staff has also purchased 250 yard signs outlining the centralized message of the *It's Not Worth It Campaign* and they will be disbursed throughout the city for the public to see. All 250 yard signs have a scannable qr code that will direct viewers to the Hanford Fire Department webpage which will have a Q&A section specifically pertaining to the *It's Not Worth It Campaign*. Additionally, staff has begun to implement social media advertisements across the Fire Department's and the City's social media platforms to conduct further public outreach for the *It's Not Worth It Campaign.*

FISCAL IMPACT:

There is no fiscal impact with this item.

ATTACHMENTS:
None

AGENDA
STAFF REPORT

MEETING DATE: 6/2/2026	**AGENDA SECTION:** STUDY SESSION AND ACTION ITEMS

SUBJECT:
Presentation and Council review and discussion of the Draft City of Hanford Master Fee Schedule for Fiscal Year 2026-27.

Recommendation:

Staff recommends City Council review the Draft Fiscal Year 2026-27 Master Fee Schedule and provide feedback and direction regarding proposed additions, deletions, and adjustments to fees. Following Council direction, staff will return on June 16, 2026, for a public hearing and adoption consideration.

Recommended Motion:

Council feedback is requested, and no formal action is required at this time.

Background:

Annually, City Council is brought an updated Master Fee Schedule for review. The previous Master Fee Schedule update for Fiscal Year 2025-26 was accepted and approved by Resolution as of June 3, 2025. During today's review, Council may provide feedback and direction regarding the draft schedule. Staff will return on June 16, 2026, for adoption consideration of the final Fiscal Year 2026-27 Master Fee Schedule. Fees would take effect July 1, 2026, or 60 days after adoption for impact fees, which would be August 15, 2026.

All fees have been reviewed and, where appropriate, adjusted to maintain minimum cost recovery, except for Impact Fees and Business Tax. City ordinances limit annual Impact Fee and Business Tax adjustments to specific California Consumer Price Indexes (CPI) or voter-approved changes. These annual inflationary adjustments are necessary to help the City maintain cost recovery, reduce reliance on the General Fund, and preserve funding for essential municipal services, including public safety operations.

An updated Impact Fee Study is currently underway. Should the study be completed in advance of the June 16, 2026 adoption hearing, staff anticipates presenting the updated impact fee rates as part of the final Fiscal Year 2026-27 Master Fee Schedule. If the study is not completed prior to final

adoption, staff recommends applying the minimum annual Engineering News Record Construction Cost Index (ENRCCI) adjustment to existing impact fees at this time. Updated impact fee rates based on the completed study would subsequently be presented to City Council for consideration at a future meeting.

Generally, most adjustments to rates and fees are based on established annual indexes, including the following:

- California Consumer Price Index (CCPI)
- Engineering News Record Construction Costs Index (ENRCCI)
- U.S. Consumer Price Index - Urban Consumers (CPI-U)

In addition to these indexes, some rates and fees are also adjusted using other methods to determine appropriate fees. These methods may include:

- Cost of providing service
- Cost reimbursement
- Survey of fees from surrounding communities
- Special surcharges due to specific costs
- Subsidy by the General Fund
- Rounding

All City Departments have reviewed the rates and fees included for this Draft Fiscal Year 2026-27 Fee Schedule. Council may consider any changes or additions to the schedule as desired. The final Fee Schedule presented for adoption on June 16, 2026, will reflect only those fees and revisions approved by the City Council.

Fiscal Impact:

The proposed fee adjustments are established to recover the costs of services (or a portion) provided by the City.

ATTACHMENTS:

1. Master Fee Policy and Procedure
2. 26-27 Rates & Fees Draft
3. 26-27 Rates & Fees Summary of Changes Draft

CITY OF HANFORD

ADMINISTRATIVE POLICY AND PROCEDURES

PURPOSE:

The purpose of this policy is to set forth the procedures for the review, revision and approval of the City's rates and fees.

POLICY:

1. It shall be the policy of the City to establish fees and charges for City services, which reimburse the City for the associated services, unless specified otherwise by the City Council.
2. All fees and charges shall be reviewed annually, or sooner if needed, to ensure that they are adequate and correlate with their associated cost.
3. All fees and charges adopted herein shall be superseded by state or federal legal requirements setting fees and charges if at different amounts.

PROCEDURES:

1. Annually Finance shall request City departments to review their rates and fees and propose any adjustments.
2. Upon receipt of the requested adjustments, Finance shall review them to ensure that they comply with the City Council's policy for reimbursement of the associated costs.
3. Upon completion of this review, the proposed new rates and fees shall be reviewed by the appropriate advisory Committee or Commission and forwarded by Finance to the City Manager for final review and approval prior to being submitted to City Council.
4. After review and approval by the City Manager, the new rates and fees shall be identified in the Rates and Fees resolution.
5. The rates and fees shall be used to estimate revenues, for specific City programs, as requested in the proposed upcoming budget.
6. The public hearing on the proposed rates and fees, if required, shall be scheduled at a regular Council meeting.
7. Generally all adjustments to the City's rates and fees are to be considered at one time prior to the review and adoption of the budget. Changes in some rates and fees become effective at a date other than the first day of the new fiscal year. See following Effective Date for detail.
8. Should new services or documents become available during the year, the new rate(s) or fee(s) may be developed and implemented using the same criteria as similar rates or fees. These new items would then be included in the next review, if continued use is anticipated.

CITY OF HANFORD

ADMINISTRATIVE POLICY AND PROCEDURES

BASIS FOR ADJUSTMENTS:

1. Generally most adjustments to rates and fees are based on established annual indexes including the following:

   - California Consumer Price Index (CCPI)
   - Engineering News Record Construction Costs Index (ENRCCI)
   - U.S. Consumer Price Index – Urban Consumers (CPI-U)

2. In addition to these indexes some rates and fees are also adjusted using other basis to determine fees. For example the following basis are also used in limited cases to adjust rates and fees:

   - Cost of providing service
   - Cost reimbursement
   - Survey of fees from surrounding communities
   - Special surcharges due to specific costs
   - Subsidy by the General Fund
   - Rounding

3. Certain rates and fees may not be required to be adjusted. For example if an Enterprise Funds can continue to fund operations without an increase, none will be recommended.

EFFECTIVE DATES:

1. Adjustments to rates and fees generally become effective on the first day of the next fiscal year. (e.g. General Fund and Enterprise Funds).

2. Adjustments to Impact Fees are effective 60 days after the date of the Public Hearing in which the new rates were adopted.

3. In certain circumstances a rate or fee may be brought before Council and adjustments adopted during the fiscal year for immediate change or changes over specified number of years.

HANFORD
CALIFORNIA

DRAFT MASTER FEE SCHEDULE
FY 2026-27

TABLE OF CONTENTS

	Page
General Fees	
Finance Department	**3-7**
Human Resources	**8**
Parks & Community Services Department	**9-14**
Fire Department	**15-17**
Police Department	**18-20**
Cannabis Fees	**21-22**
Community Development Department Fees	
Planning Division	**23-27**
Building Division	**28-38**
Code Compliance Division	**39**
Fire, Life & Safety Division	**40-41**
Development Impact Fees	**42-48**
Public Works Department Fees	**49-53**
Airport Fees	**54**

FINANCE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
GENERAL		
Transient Occupancy Tax	8% of Room Rent	No Change
Returned Payment Fee	$35.00	Increased and will be for all returned payments
~~Returned Payment Fee - Each Subsequent Occurrence~~	~~$35.00~~	Remove
Submission to County Tax Roll - Each Item	$10.00	No Change
Duplicate Invoice Request	$1.50	No Change
Copies	$0.10 per Page	No Change
Administrative Fee - Charge assessed to pass-through funds	2%	No Change
Billing:		
Building Rent- Late Fee	10%	No Change
All other Billing- Late Fee	$20.00	Increased Fee
PAYROLL - WAGE ATTACHMENTS		
Payroll Garnishments	$1.50 per Pay Period per Garnishment	No Change
UTILITIES		
New Water Service/Installation of Meter for New Water Service (each)	$125 Admin and Inspection Fee plus applicable Development Impact Fees	No Change
Residential Deposit	$278 (Three times the determined average residential bill)	No Change
Water Hydrant Deposit	$1,000.00	No Change
Non-residential, Non-hydrant Deposit	Calculated Based on Account (Two times the average bill amount)	No Change
Fine/penalty for delinquent utility service charges	$35.00	No Change
Reconnection fee for Discontinued Water Service- Business Hours	$65.00	Increased Fee
Reconnection fee for Discontinued Water Service- Non-Business Hours	$180.00	Increased Fee
Fee for Missed Reconnection Appointment	$50.00	No Change
Fee for Appeal of Utility Service Bill	$205 Plus Deposit of Entire Bill Amount	No Change
~~Monthly Fee for Payment Plan Processing, Review, and Administration~~	~~$13 per Month (Per month as long as payment agreement remains in effect)~~	Remove
Unauthorized Reconnection of Water Service, Tampering, or Illegal Use of Water	$200 per Occurrence Plus the Cost of Water Used	No Change
Damaged Locks	$15.00	No Change
Fee for Damage to the City Equipment and/or Improvements	Actual Cost Incurred by the City to Repair and Replace	No Change
Fee for Fire Flow Tests	$470.00	No Change
Backflow Test and Repair if the Customer Fails to have its Device Tested and/or Repair in the Timeframe provided by the City	Cost of Testing and Repairs plus $125 Admin and Inspection Fee	No Change

FINANCE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
Water Rates		
Meter Charges:		
5/8", 3/4", & 1"	$22.52	Approved Rate Increase
1-1/2" & 2"	$41.23	Approved Rate Increase
3" & 4"	$123.55	Approved Rate Increase
6"	$378.01	Approved Rate Increase
8"	$602.53	Approved Rate Increase
Consumption Charges:		
All Customers	$2.54	Approved Rate Increase
Drought Consumption Charges:		
10% Water Cutback	$2.75	Approved Rate Increase
20% Water Cutback	$3.01	Approved Rate Increase
35% Water Cutback	$3.55	Approved Rate Increase
50% Water Cutback	$4.41	Approved Rate Increase
Wastewater Rates		
Residential (Per Dwelling Unit):		
Single Family	$32.50	Approved Rate Increase
Multi-Family/Duplex	$24.38	Approved Rate Increase
Non-Residential - Metered Water($/CCF):		
Group A: Domestic	$4.05	Approved Rate Increase
Group B: Low Strength	$3.71	Approved Rate Increase
Group C: Medium Strength	$5.20	Approved Rate Increase
Group D: High Strength	$7.04	Approved Rate Increase
Schools (per Student ADA)	$0.98	Approved Rate Increase
Septage (per 1,000 Gallions)	$46.14	Approved Rate Increase
Industrial:		
Flow (per mg)	$3,289.07	Approved Rate Increase
BOD (per lb)	$0.733	Approved Rate Increase
SS (per lb)	$0.735	Approved Rate Increase
Stormwater Rates		
Storm Drainage System Flow Charge ($/CCF)	$0.20	No Change

FINANCE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
BUSINESS LICENSE		
Any business located in the City must have a Certificate of Occupancy or Home Permit. Annual notices will be sent to the registered account holder by January 1 and need to be completed in full by January 31 to avoid a late fee. For businesses located in the Improvement District, additional license fees are levied. Businesses commencing at any time during the second half of an annual licensing period (July 1-December 31) shall pay 50% of the minimum annual Business License Tax.		No Change
Business License Processing	$40.00	No Change
Business License Processing - Lapsed 6 months or more	$15.00 (Current and past due amount to be paid in full)	No Change
Administrative Fee- Applies to Renewals	$10.00	No Change
Duplicate Business License	$1.50	No Change
Late Filing Charge for License Renewal	$100.00 (Reduced to $50.00 if paid within 5 business days)	No Change
Invoice Late Fee (Net 30 Days)	$10.00	No Change
Hand-Delivered Delinquency Notice (30+ days)	$50.00	No Change
Failure to Display Current Business License	$50.00 for each Occurrence	No Change
Business License Types:		No Change
Advertising By Sound	$5.00 per Day	No Change
Ambulatory Vehicles	$20.00 per Vehicle per Year	No Change
Amusement Devices	$5.00 per Day per Device	No Change
Animal Shows	$15.00 per Day	No Change
Auctioneers	$60.00 per Year	No Change
Auctioneers - Itinerant Vendor Temp Located in City	$50.00 per Day	No Change
Bankrupt Sales	$100.00 per Month	No Change
Billboard & Sign Companies	$60.00 per Year	No Change
Bingo (Must apply Yearly)	$50.00 per Year	No Change
Bowling Lanes	$10.00 per Lane per Year	No Change
Building and Loan Associations	$100.00 per Year	No Change
Cable Television	Fee based on franchise agreement	No Change
Card Rooms and Tables	$525.00 Operator/$55.00 per Employee/$30.00 Transfer Fee	No Change
Circuses and Carnivals	$25.00 per Day	No Change

FINANCE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
Business License Types Continued:		
Contractors:		No Change
General Contractors	$60.00 per Year	No Change
Plumbing, Electrical, Roofing, Painting, Heating & Refrigeration, Plastering, Specialty Contractor	$40.00 per Year	No Change
Convalescent Vehicles	$50.00 per Vehicle per Year	No Change
Creameries	$200.00 per Year	No Change
Delivery and Freight Companies	$30.00 per Truck per Year	No Change
Finance Companies	$100.00 per Year	No Change
Fire and Wreck Sales	$100.00 per Month	No Change
Flea Market Vendor - 8967 Lacey Blvd	$20.00 per Year	No Change
Fortunetelling	$200.00 per Year	No Change
Going out of Business and Related Sales (Permit Valid for 60 Days)	$25.00 Min plus $25.00 if inventory exceeds $5,000.00	No Change
Gross Receipts	Based on calculation	No Change
Hay, Grain and Feed Brokers	$60.00 per Year	No Change
House Moving	$100.00 per Year	No Change
Laundry Trucks	$30.00 per Truck per Year	No Change
Lectures	$5.00 per Day	No Change
Newspaper Publishing	$100.00 per Year	No Change
Newspaper Distributing	$20.00 per each Type per Year	No Change
Non-profit Business (Required to register)	No Charge	No Change
Packinghouses	$150.00 per Year	No Change
Parades	$25.00 per Day	No Change
Parade Vendors	$50.00 per Cart per Day	No Change
Pawnbrokers	$100.00 per Year	No Change
Poolrooms or Billiards	$8.00 per Table per Year	No Change

FINANCE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
Business License Types Continued:		
Peddlers/Mobile Vendors:		No Change
On Foot: Goods, Wares or Merchandise	$25.00 per Month	No Change
Vehicle: Fruits and Vegetables	$60.00 per Year	No Change
Vehicle: Baked Goods and Dairy Products	$30.00 per Year	No Change
Vehicle: Wholesale	$360.00 per Year	No Change
Professions: (Examples) Accountant, Appraiser, Architect, Attorney, Chemist, Chiropodist, Chiropractor, Dentist, Medical Lab, Engineer, Geologist, Optician, Optometrist, Osteopath, Physician, Surgeon, Tax Consultant or Radiologist	$60.00 per Professional per Year plus $8.00 per year per assistant that exceeds the number of professionals	No Change
Shooting Galleries and Ranges	$50.00 per Month	No Change
Skating Rinks	$48.00 per Year	No Change
Soliciting (Limited to 1 month)	$30.00 per Month	No Change
Taxicabs, Buses & Pedicabs	$20.00 per Vehicle per Year	No Change
Title Companies	$100.00 per Year	No Change
Transient Photographers	$200.00 per Year	No Change
Theatrical and Entertainment Shows (Transient)	$12.50 for 1st day, $5.00 each Day After	No Change
Wholesale Business	50% deduction of Regular License Fee	No Change
Veteran Owned Business: *Required to register and provide copy of DD214.* *Subject to approval*	No Charge	No Change
City Special Events:		
Easter Egg Hunt Vendor (Mar)	$25.00 per Event	No Change
Food Truck Takeover Vendor (Mar- May)	$40.00 per Event	No Change
Halloween Bash Vendor (Oct)	$25.00 per Event	No Change
Thursday Night Market Vendors (May-Oct)	$40.00 per Event	No Change
Winter Wonderland Vendor (Nov-Jan)	$40.00 per Event	No Change

HUMAN RESOURCES

Fee Name/Description Of Service	Fee Amount	COMMENT
Passport Services		
*** These are only the acceptance fee established by the U.S. Department of State - Bureau of Consular Affairs and does not include any application fees associated to processing passport application.**		No Change
Note: Please make all Acceptance Fees Payable to the City of Hanford		No Change
First-time Adult Passport Book	$35.00	No Change
First-time Adult Passport Card	$35.00	No Change
First-time Adult Passport Book & Card	$35.00	No Change
Minor (Under 16) Passport Book	$35.00	No Change
Minor (Under 16) Passport Card	$35.00	No Change
Minor (Under 16) Passport Book & Card	$35.00	No Change
Passport Photos	$15.00	No Change
Other Services		No Change
Employee Identification Card Replacement	$10.00	No Change
Records Copy Per Page	$0.10	No Change

PARKS - INDOOR FACILITY FEE SCHEDULE

FACILITY		RESIDENT	NON-RESIDENT	COMMENT
CIVIC AUDITORIUM:				
Main Hall	Fri-Sat	$600.00	$1,100.00	No Change
	Sun-Thurs	$375.00	$900.00	No Change
Kitchen		$100.00	$150.00	No Change
West Wing		$100.00	$150.00	No Change
VETERANS/SENIOR CENTER:				
Main Hall		$150.00	$200.00	No Change
Kitchen		$50.00	$70.00	No Change
Meeting Room		$50.00	$75.00	No Change
CIVIC GROUNDS:				
Rental Fee		$1,250.00 per Day		No Change
Restrooms		$75.00 per Day		No Change
FACILITY HOST FEES:				
1-199 Party Size	2 Host	$50.00 per Hour		No Change
200-299 Party Size	3 Host	$70.00 per Hour		No Change
300-399 Party Size	4 Host	$90.00 per Hour		No Change
400 or Larger	5 Host	$110.00 per Hour		No Change
SETUP AND TEAR DOWN:				
1-50 Party Size		$75.00 per Day		Existing fee that was missing from schedule
51-100 Party Size		$105.00 per Day		Existing fee that was missing from schedule
101-200 Party Size		$135.00 per Day		Existing fee that was missing from schedule
201-300 Party Size		$165.00 per Day		Existing fee that was missing from schedule
301-400 Party Size		$195.00 per Day		Existing fee that was missing from schedule
401-500 Party Size		$255.00 per Day		Existing fee that was missing from schedule
LONGFIELD CENTER:				
Basketball Court(s)	Full	$50.00 per Hour		No Change
	Half	$30.00 per Hour		No Change
Pavillion	Full	$150.00 per Hour		No Change
FACILITY DEPOSIT		$250.00		No Change
ALCOHOL DEPOSIT		$1,000.00		No Change
ALCOHOL PERMIT		$125.00		No Change
PROCESSING FEE		$20.00 for all transactions		No Change
INSURANCE REQUIRED FOR ALL FACILITY RENTALS **FACILITY RENTALS WITH ALCOHOL REQUIRE BOTH INSURANCE AND SECURITY**				No Change

PARKS – LONGFIELD CENTER
GYM MEMBERSHIP FEE

MEMBERSHIP TYPE	FEE AMOUNT	COMMENT
Annual	$100.00	No Change
Quarterly	$30.00	No Change
Monthly	$12.00	No Change
Day Pass	$5.00	No Change
* Rate is per person. No Start-Up Fee. Financial Aid may be available. *Seniors(Ages 60+) Membership Fee Waived		No Change

PARKS - OUTDOOR FACILITY FEE STRUCTURE

FACILITY	RESIDENT	NON-RESIDENT	COMMENT
CITY PARKS:			
Picnic Arbors	$45.00	$60.00	No Change
Alcohol Permit	$30.00		No Change
Alcohol Deposit (if permitted)	$1,000.00		No Change
**Freedom and Lacey Park are excluded due to proximity of schools*			
CITY PLUNGE:			
Rental Fee	$65.00 per Hour	$80.00 per Hour	No Change
Lifeguard Fee	$25 per Hour per Lifeguard		No Change
Weekend Party Rental Fee (Prices may vary depending on attendance)	$400.00 per Event	$475.00 per Event	No Change
Admission Fee:			
Senior/Military (with ID)	$2.00 per Day		No Change
Punch Pass	$10.00 per Pass for 8 Visits		No Change
Adults & Children	$3.00 per Day		No Change
Swim Classes: Adults & Children	$65.00-$80.00 (Depending on Skill Level)		No Change
Dive In Movies: Adults & Children	$5.00 per person		No Change
Water Aerobics :Adults & Seniors	$16.00	$20.00	No Change
Lap Swim: Adults & Seniors	$16.00	$20.00	No Change
Picnic Shelter	$30.00 per Day	$35.00 per Day	No Change
SOFTBALL COMPLEX:			
Field Fee	$130.00		No Change
Staff Fees	$22.00 per Hour per each Employee		No Change
Field Preparation	$58.00 per Field per Day		No Change
Field Lights	$25.00 per Field per Hour		No Change
Trash Removal:	$175.00		No Change
Homerun Fence	$60.00 per Field per Day		No Change
CIVIC GROUNDS:			
Electricity Use	$75.00 per Day		No Change
BASTILLE COURTYARD:			
Rental Fee	$150.00 per day		New fee
MISCELLANEOUS:			
Youth Athletic Complex, Harris Street Ballpark, and 10th Avenue Field Permit Fee *Unless stated otherwise in written agreement	$2.50 per Hour per Field		Remove SOCCOM and add Harris + 10th Ave.
Deposit for Facilities (excluding picnic arbors)	$250.00		No Change
Lighting Fee for Sports Fields	$2.50 per Hour per Field		New Fee
Processing Fee (Facility Rentals: Complexes, Plunge, Civic Grounds/Auditorium)	$20.00 for All Transactions		No Change
FACILITY RENTALS WITH ALCOHOL REQUIRE BOTH INSURANCE AND SECURITY			No Change

PARKS - OUTDOOR FACILITY FEE STRUCTURE

DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
CAROUSEL RIDE RENTAL:		
1 Hour	$170.00	No Change
1.5 Hours	$220.00	No Change
2 Hours	$270.00	No Change
2.5 Hours	$320.00	No Change
FIRE TRUCK RENTAL:		
1 Hour	$175.00	No Change
1.5 Hours	$225.00	No Change
2 Hours	$275.00	No Change
2.5 Hours	$325.00	No Change
CAROUSEL RIDE & FIRE TRUCK RENTAL COMBO:		
1 Hour	$300.00	No Change
2 Hours	$450.00	No Change
SINGLE RIDES:		
Single Carousel Ride	$3.00	No Change
Single Fire Truck Ride	$4.00	No Change

PARKS – WINTER WONDERLAND

DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
Adults and Children Ice Skating:		
Youth (Ages 4-17)	$10.00 per Person	No Change
Adults	$17.00 per Person	No Change
Military	$16.00 per Person	No Change
Senior 55+	$16.00 per Person	No Change
Activities:		
Skate Lessons	$20.00 per Lesson	No Change
Tour of Lights	$165.00 per Rental	No Change
Enchanted Breakfast	$40.00	No Change
Superhero Breakfast	$40.00	No Change
Miscellaneous:		
Event Vendor Fee	15%-20% Revenue Spilt per Vendor	No Change
Skate Aides	$7.00 per Aide	No Change
North Pole Lounge	$200.00 per Rental	No Change
Socks	$5.00 per Pair	No Change
Locker Rental	$4.00 per Locker	No Change
Private Rink Rentals:		No Change
1-50	$400.00 per Hour	No Change
51-100	$650.00 per Hour	No Change

PARKS – PROGRAMS AND EVENTS

DESCRIPTION OF SERVICE	FEE AMOUNT		COMMENT
Seasonal Day Camps	$100.00 per Child		No Change
Zumba, Aerobics, Yoga	$16.00 Seniors	$20.00 Adults	No Change
Easter Egg Hunt	$5.00 per Person		No Change
Food Vendor	15%-20% per Day		No Change
Activity Vendor	10%-20% per Day		No Change

FIRE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE		FEE AMOUNT	COMMENT
~~Annual Fire and Life Inspection without fire Sprinklers (A, B, M, L, S)~~ ~~*Assemblies great then 49 people shall be inspected quarterly*~~	~~per Occurrence~~	~~$149.00~~	Moved to CD
~~Fire and Life Safety Inspection With Fire Sprinklers~~	~~per Issuance~~	~~$223.00~~	Moved to CD
~~Additional fee when greater then 30 minutes for fire sprinkler buildings~~	~~>30 mins~~	~~$149.00~~	Moved to CD
Billing Fees: Invoice Late Fee (Net 30 Days)	per Invoice	$11.00	No Change
Annual Operational Permit	per Issuance	$149.00	No Change
~~Re-Inspection 2nd~~	~~per Occurrence~~	~~$164.00~~	Moved to CD
~~Re-Inspection 3rd~~	~~per Occurrence~~	~~$187.00~~	Moved to CD
Knox Box Key Install	per Issuance	$69.00	No Change
~~Special Inspection <5000 sqft~~	~~per Hour~~	~~$149.00~~	Moved to CD
~~Special Inspection >5,000 sqft (C, F, H, I)~~	~~per Hour~~	~~$187.00~~	Moved to CD
~~Additional Service Fee~~	~~per Hour~~	~~$149.00~~	Moved to CD
~~Weed Abatement General Code Violation~~		~~$329.00~~	Moved to CD
~~Weed Abatement Admin Fee on Residential Properties~~	~~per Issuance~~	~~$329.00~~	Remove
~~Emergency Abatement Fee for Imminent Fire Hazard~~ ~~(Three attempts made)~~	~~per Issuance~~	~~$570.00~~	Moved to CD
Jails Less Than 5000 sqft	per Occurrence	$149.00	No Change
Jails Greater Than 5000 sqft	per Occurrence	$298.00	No Change
~~Tent/Membrane Inspection~~	~~per Occurrence~~	~~$149.00~~	Moved to CD
~~Hotel/Motel 1-50 Units (R-1)~~	~~per Occurrence~~	~~$149.00~~	Moved to CD
~~Hotel/Motel +50 Units (R-1)~~	~~per Occurrence~~	~~$298.00~~	Moved to CD
~~**Multi-Family Dwellings Inspection:**~~			Moved to CD
~~1-20 Units (R-2)~~	~~per Occurrence~~	~~$149.00~~	Moved to CD
~~21-50 Units (R-2)~~	~~per Occurrence~~	~~$180.00~~	Moved to CD
~~51-100 Units (R-2)~~	~~per Occurrence~~	~~$221.00~~	Moved to CD
~~+100 Units (R-2)~~	~~per Occurrence~~	~~$277.00~~	Moved to CD
~~Schools~~	~~per Occurrence~~	~~$149.00~~	Moved to CD
~~Hood Suppression Inspection~~ ~~*Commercial hood system shall be inspected semi annual*~~	~~per Occurrence~~	~~$187.00~~	Moved to CD
~~Hood Suppression Plan Check~~	~~per Issuance~~	~~$149.00~~	Moved to CD
~~Refrigerant an Monitoring System~~	~~per Hour~~	~~$187.00~~	Moved to CD
Fireworks Booth Admin and Inspection	per Issuance	$421.50	No Change
~~Tank Inspection~~	~~per Hour~~	~~$146.00~~	Moved to CD
~~Tank Plan Review~~	~~per Issuance~~	~~$187.00~~	Moved to CD
~~Spray booth Inspection~~	~~per Hour~~	~~$149.00~~	Moved to CD
~~Spray Booth Plan Review~~	~~per Issuance~~	~~$187.00~~	Moved to CD
Consultation Fee	per Occurrence	$146.00	No Change
~~Prospective License Pre-Inspection for all Child and Adult Day Care~~	~~per Issuance~~	~~$149.00~~	Moved to CD
~~Residential Care Home 24 Hour Care R 3.1 (et al.)~~	~~per Issuance~~	~~$180.00~~	Moved to CD
~~Residential Care Home 24 Hour Care Re-Inspection- R 3.1 (et al.)~~	~~per Issuance~~	~~$205.00~~	Moved to CD
~~Mobile Food Vendor Annual Inspection~~	~~per Issuance~~	~~$149.00~~	Moved to CD

FIRE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE		FEE AMOUNT	COMMENT
~~**Fire Alarm Plan Review:**~~			Moved to CD
~~1-15 Devices~~	~~per Issuance~~	~~$187.00~~	Moved to CD
~~16-50 Devices~~	~~per Issuance~~	~~$271.00~~	Moved to CD
~~51-100 Devices~~	~~per Issuance~~	~~$394.00~~	Moved to CD
~~101-500 Devices~~	~~per Issuance~~	~~$567.00~~	Moved to CD
~~+500 Devices~~	~~per Issuance~~	~~$1,134.00~~	Moved to CD
~~Fire Alarm Inspection & Testing~~	~~per Occurrence~~	~~$189.00~~	Moved to CD
~~Re-Inspection on Testing Devices~~	~~per Occurrence~~	~~$230.00~~	Moved to CD
~~**Fire Sprinkler Plan Review:**~~			Moved to CD
~~1-100 Heads~~	~~per Issuance~~	~~$271.00~~	Moved to CD
~~101-300 Heads~~	~~per Issuance~~	~~$394.00~~	Moved to CD
~~301-500 Heads~~	~~per Issuance~~	~~$567.00~~	Moved to CD
~~+500 Heads~~	~~per Issuance~~	~~$1,134.00~~	Moved to CD
~~Underground Fire Line Inspection~~	~~per Occurrence~~	~~$189.00~~	Moved to CD
~~Underground Fire Line Plan Review~~	~~per Issuance~~	~~$230.00~~	Moved to CD
~~Residential Field Inspection~~	~~per Occurrence~~	~~$189.00~~	Moved to CD
~~Residential Plan Review Less Than 5000 sqft~~	~~per Issuance~~	~~$189.00~~	Moved to CD
~~Residential Plan Review Greater Than 5000 sqft~~	~~per Issuance~~	~~$189.00 + $0.77 per sqft~~	Moved to CD
Fire Reports	per Issuance	$26.00	No Change
Fire Investigation Report	per Issuance	$230.00	No Change
Miscellaneous Fire Prevention Permit	per Permit	$149.00	No Change
False Alarm/ 3rd and Subsequent Events in Calendar Year	per Occurrence	$401.00	No Change
Standby for public utility response	per Hour	$401.00	No Change
DUI Response	per Hour	$401.00	No Change
Illegal Burning	per Hour	$250.00	No Change
Arson Investigator Response per Investigators (Minimum of 2 Investigators)	per Hour	$72.00	No Change
Neglectful Fire Response	per Hour	$390.00	No Change
~~Dangerous Building or Structures~~	~~per Issuance~~	~~$570.00~~	Moved to CD
~~**Hazardous Materials Operational:**~~			Moved to CD
~~Permit H-1~~	~~per Issuance~~	~~$674.00~~	Moved to CD
~~Permit H-2~~	~~per Issuance~~	~~$589.00~~	Moved to CD
~~Permit H-3~~	~~per Issuance~~	~~$546.00~~	Moved to CD
~~Permit H-4~~	~~per Issuance~~	~~$483.00~~	Moved to CD
~~Permit H-5~~	~~per Issuance~~	~~$420.00~~	Moved to CD
Special Hazard Permit/Confined Space, Trench, Vault, High Angle <72'	per Issuance	$529.00	No Change
Special Hazard Incident /Confined Space, Trench, Vault, High Angle <72'	per Hour	$618.00 + Rescue Team	No Change
Hazardous Materials Spill Fire Response	per Hour	$618.00 + Hazmat Team	No Change
Hydrant Maintenance and Repair	per Hydrant	$72.00	No Change
Private Hydrant Maintainance and Repair	per Hydrant	$103.00	No Change
Hydrant Flow Test	per Occurrence	$349.00	No Change
Special Event with Apparatus	per Occurrence	$271.00	No Change
Battalion Chief Special Event Coordination	per Hour	$191.00	No Change
Fire Prevention Event Coordination	per Occurrence	$149.00	No Change

FIRE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE		FEE AMOUNT	COMMENT
~~**Fire and Life Safety Citation:**~~			Moved to CD
~~First Offense~~		~~$103.00~~	Moved to CD
~~Second Offense~~		~~$205.00~~	Moved to CD
~~Third Offense~~		~~$514.00~~	Moved to CD
~~Red Tag on Building~~	~~per Day~~	~~$205.00~~	Remove
Firework Ordinance Citation	per Citation	$1,000.00 (up to $10,000 per person/per day)	Update maximum to align with ordinance 25-11
CPR/AED Certification (Class size must be 10 participants, otherwise will be placed on a wait-list)	per Person	$100.00	No Change
VEHICLE RATE ESTABLISHED BY CURRENT FEMA SCHEDULE - CURRENT FEMA SCHEDULE OF EQUIPMENT RATES CAN BE LOCATED AT: https://www.fema.gov/schedule-equipment-rates			

POLICE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
ALARM ORDINANCE		
Business Alarm Permit Registration	$30.00	No Change
Residential Alarm Permit Registration	$20.00	No Change
Business Alarm Permit Renewal	$15.00 per Year	No Change
Residential Alarm Permit Renewal	$15.00 per Year	No Change
First 3 False Alarm Calls per Calendar Year*	No Charge	No Change
Customer account must be current, otherwise fees for 4th-6th + false alarms apply		No Change
4th Occurring False Alarm per Calendar Year	$50.00	No Change
5th Occurring False Alarm per Calendar Year	$75.00	No Change
6th + Occurring False Alarm per Calendar Year	$100.00	No Change
Replace Permit or Validation Sticker	$100.00	No Change
VEHICLE IMPOUND (Each Vehicle)		
Impound Vehicle Fee	$120.00	No Change
Stored Vehicle under authority code 22651(p)VC	$90.00	No Change
Repossession Fee	$15.00	No Change
ANIMAL CONTROL		
Animal Pick Up Euthanasia	$150.00 per Pick Up	No Change
Deceased Animal Pick Up	$50.00 per Pick Up plus Shelter Disposal Fee	No Change
After Hours Animal Pickup	$150.00 per Pick Up	No Change
~~Replacement Dog/Cat Tag~~	~~$10.00 per Tag~~	Moved to CD
Microchipping Charge	$20.00 per Microchip	No Change
Home Quarantine Residence Check	$50.00 per Check	No Change
Shelter Quarantine Delivery	Shelter	No Change
~~Altered Animal License Permit- 1 Year~~	~~$20.00~~	Moved to CD
~~Altered Animal License Permit- 2 Year~~	~~$30.00~~	Moved to CD
~~Altered Animal License Permit- 3 Year~~	~~$40.00~~	Moved to CD
~~Altered Multi-Animal (Up to 3 dogs) Permit- 1 Year~~	~~$50.00~~	Moved to CD
~~Altered Multi-Animal (Up to 3 dogs) Permit- 2 Year~~	~~$75.00~~	Moved to CD
~~Altered Multi-Animal (Up to 3 dogs) Permit- 3 Year~~	~~$100.00~~	Moved to CD
~~Breeder Permit~~	~~$500.00~~	Moved to CD
SMOKING ORDINANCE		
1st Violation by Person	$50.00 per Violation	No Change
2nd Violation by Person	$100.00 per Violation	No Change
3rd Violation by Person	$150.00 per Violation	No Change
1st Violation by Owner	$100.00 per Violation	No Change
2nd Violation by Owner	$200.00 per Violation	No Change
3rd Violation by Owner	$500.00 per Violation	No Change

POLICE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
PARKING ORDINANCE (Per Violation)		
Application of provisions (10.16.010)	$35.00 per Violation	No Change
Parking in parkways (HMC 10.16.020)	$35.00 per Violation	No Change
Parking vehicles more than 72 hours (HMC 10.16.030)	$35.00 per Violation	No Change
Commercial vehicles-parking in residential (10.16.040)	$35.00 per Violation	No Change
Parking vehicles for sale or repair (HMC 10.16.050)	$35.00 per Violation	No Change
Parking not according to designated markings (HMC 10.16.060)	$35.00 per Violation	No Change
Parking in violation of posted sign (HMC 10.16.070)	$35.00 per Violation	No Change
Parking in violation of posted sign (HMC 10.16.080)	$35.00 per Violation	No Change
Parking between 2 a.m. and 5 a.m. (HMC 10.16.090)	$35.00 per Violation	No Change
Parking on private property & City lots (HMC 10.16.100)	$35.00 per Violation	No Change
Parking in excess of time limits in City lots (HMC 10.16.110)	$35.00 per Violation	No Change
Parking in excess of time limits – green curbs (HMC 10.16.120)	$35.00 per Violation	No Change
Parking in posted no-parking area (HMC 10.16.130)	$35.00 per Violation	No Change
Sales while parked near school grounds (HMC 10.16.140)	$35.00 per Violation	No Change
Parking violations (HMC 10.16.150)	$35.00 per Violation	No Change
Authority to Establish Loading Zones (HMC 10.20.010)	$35.00 per Violation	No Change
Parking in violation of curb markings (HMC 10.20.020)	$35.00 per Violation	No Change
Improper use of passenger loading zone (HMC 10.20.030)	$35.00 per Violation	No Change
Improper use of loading zone (HMC 10.20.040)	$35.00 per Violation	No Change
Improper use of alley (HMC 10.20.050)	$35.00 per Violation	No Change
Improper use of bus zone (HMC 10.20.060)	$35.00 per Violation	No Change
Wrong Way Parking (HMC 10.36.010)	$35.00 per Violation	No Change
Improper use of sidewalk or parkway (HMC 10.44.010)	$35.00 per Violation	No Change
Operating skates on street (HMC 10.64.030.A)	$35.00 per Violation	No Change
Dangerous operation of skates (HMC 10.64.030.C)	$35.00 per Violation	No Change
Operating skates near building entrance (HMC 10.64.030.D)	$35.00 per Violation	No Change
Skate ramps on public rights-of-way (HMC 10.64.030.E)	$35.00 per Violation	No Change
Towing skaters (HMC 10.64.030.F)	$100.00 per Violation	No Change
Handicap Parking	$300.00 per Violation	No Change
Night skating without reflectors (HMC 10.64.030.G)	$35.00 per Violation	No Change

POLICE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
DOCUMENT COPIES		
Traffic Accident Report	$10.00 per Report	No Change
Citation	$10.00 per Citation	No Change
Other Agency Citation Sign Off (per Occurrence)	$15.00	No Change
Records Background Check (per Occurrence)	$30.00	No Change
Reports - Single Sided/Copies (Evidence Code 1563)	$0.10 per Page	No Change
Reports - Double Sided/Copies (Evidence Code 1563)	$0.20 per Page	No Change
Civil Subpoena (Non Sworn) G.C. 68096.1 (b) Amended 1/1/2015	$275.00 per Subpoena/Day	No Change
Civil Subpoena (Officers, Firefighters, State or Court Employee) G.C. 68097.2 (b)	$275.00 per Subpoena/Day	No Change
Ticket Sign Off- Hanford PD	No Charge	No Change
Ticket Sign Off- Other Agency	$15.00 per Sign Off	No Change
Subpoena duces tecum	$15.00 per Subpoena/Day	No Change
Non-Sufficient Funds Check	$40.00 per Incident	No Change
FINGER PRINTING		
Finger Printing- Live Scan (Digital)	Cost Recovery plus $10.00 Rolling Fee	No Change
SPECIAL PERMITS		
Concealed Weapons Permit (Inc DOJ Fees)	$180.00	No Change
Lost, Stolen, Damaged ID Card provided by Hanford PD	$20.00 per Card	No Change
Lost ID Card provided by State	$50.00 per Card	No Change
Concealed Weapons Permit Renewal (Inc DOJ Fees)	$110.00	No Change
Add Weapon to CCW (Inc DOJ Fees/not during renewal or application)	$25.00	No Change
Taxi Permit	$75.00	No Change
Taxi Permit Renewal	$25.00	No Change
Massage Permit	$75.00	No Change

CANNABIS DIVISION

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
BUSINESS LICENSE- PAY AT FINANCE DEPARTMENT		
Business License	Will vary based on Gross Receipts	No Change
APPLICATION FEE- PAY AT COMMUNITY DEVELOPMENT DEPARTMENT		
Preliminary Eligibility (Retail & Non-Retail)	$4,254.00	No Change
Initial Ranking (Retail Only)	$1,689.00	No Change
Second Ranking (Retail Only)	$2,241.00	No Change
Final Recommendation to Council (Retail Only)	$1,102.00	No Change
Background Fee (Each Person) (Retail & Non-Retail)	$300.00	No Change
Environmental Review (Retail & Non-Retail)	Actual Cost plus 10%	No Change
Live Scan (Each Person) (Retail & Non-Retail)	$135.00	No Change
Zoning Verification Letter (Retail & Non-Retail)	$150.00	No Change
ANNUAL PERMIT FEE- PAY AT FINANCE DEPARTMENT		
Campus	$32,000.00	No Change
Cultivation	$32,000.00	No Change
Manufacturing	$32,000.00	No Change
Distribution	$32,000.00	No Change
Lab Testing	$15,000.00	No Change
Dispensary	$32,000.00	No Change
Microbusiness	$32,000.00	No Change
TAXES- PAY AT FINANCE DEPARTMENT		
Cultivation:		
Six dollars ($6.00) annually per square foot of canopy space in a facility that uses exclusively artificial lighting		No Change
Two dollars ($2.00) annually per square foot of canopy space for any nursery		No Change

CANNABIS DIVISION

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
Retail, Delivery Business or Microbusiness (retail sales activity):		
Six percent (6%) of gross receipts for both non-storefront and storefront.		No Change
Distribution:		
One percent (1%) of gross receipts.		No Change
Manufacturing, Processing or Microbusiness (non-retail activity):		
Two percent (2%) of gross receipts.		No Change
Penalties:		
A penalty of equal to ten percent (10%) of the amount of tax, in addition to the amount of the tax, plus interest on the unpaid tax calculated from the due date of the tax at the rate of one percent per month. If the tax remains unpaid for an period exceeding one calendar month beyond the due date, an additional penalty equal to twenty-five percent (25%) of the amount of the tax, plus interest at the rate of one percent per month on the unpaid tax and on the unpaid penalties.		No Change
OTHER FEES- PAY AT POLICE DEPARTMENT		
Cannabis Employee Application Fee (HMC 5.56.070(C)(9))	$435.00	No Change
Cannabis Employee Renewal Application (HMC 5.56.070E)	$100.00	No Change
Work Permit Appeal (HMC5.56.150)	$100.00	No Change
Lost, Stolen, Damaged Replacement ID Badge	$25 per Badge	No Change
Cannabis Award Appeal	$5,000.00	No Change
Fines 1st Offense (HMC 5.56.470(B))	$300 per Violation per Day	No Change
Fines 2nd Offense (HMC 5.56.470(B))	$500 per Violation per Day	No Change
Fines 3rd and Subsequent Offenses (HMC 5.56.470(B))	$1,000 per Violation per Day	No Change
Other Appeals in (HMC 5.56)	$1,000 per Appeal	No Change

COMMUNITY DEVELOPMENT DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
APPLICATION/PERMIT		
Administrative Use Permit	$565.00	Increased by CPI-U 2.7% with Rounding
Conditional Use Permit (CUP):		
Amendment to an Approved CUP	$1,720.00	Increased by CPI-U 2.7% with Rounding
Minor (existing structures)	$1,720.00	Increased by CPI-U 2.7% with Rounding
Regular	$4,005.00	Increased by CPI-U 2.7% with Rounding
Master CUP/Planned Unit Development	$7,651.00 Deposit + Actual Cost + 10%	Increased by CPI-U 2.7% with Rounding
Development Agreement	$4,596.00 Deposit + Actual Cost + 10%	Increased by CPI-U 2.7% with Rounding
Development Agreement Amendment	$1,720.00 Deposit + Actual Cost + 10%	Increased by CPI-U 2.7% with Rounding
Finding of Consistency	$565.00	Increased by CPI-U 2.7% with Rounding
General Plan Amendment	$10,912.00 Deposit + Actual Cost + 10%	Increased by CPI-U 2.7% with Rounding
Historic Review	No Charge	No Change
Historic Designation/Detachment of Site	$1,951.00	Increased by CPI-U 2.7% with Rounding
Home Occupation	$128.00	Increased by CPI-U 2.7% with Rounding
Mural Application	$154.00	Increased by CPI-U 2.7% with Rounding
Ordinance Interpretation	$282.00	Increased by CPI-U 2.7% with Rounding
Sidewalk Dining Permit	$77.00	Increased by CPI-U 2.7% with Rounding
Sign Permit:		
Non-illuminated	$154.00	Increased by CPI-U 2.7% with Rounding
Illuminated	$282.00	Increased by CPI-U 2.7% with Rounding
Banner	$36.00	Increased by CPI-U 2.7% with Rounding

COMMUNITY DEVELOPMENT DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
APPLICATION/PERMIT, CONTINUED		
Site Plan Review:		
Initial Minor (Existing Buildings no Expansion, Addition of one Residential Unit, Patio Covers, Carports, Solar Panels and Change of Occupancy within integrated shopping centers, the Historic District, and the mall)	$1,130.00	Increased by CPI-U 2.7% with Rounding
Initial Major or Subdivision/Parcel Map	$3,440.00	Increased by CPI-U 2.7% with Rounding
Resubmittal (First Resubmittal no Charge)	$847.00	Increased by CPI-U 2.7% with Rounding
Specific Plan	$10,142.00 Deposit + Actual Cost + 10%	Increased by CPI-U 2.7% with Rounding
Specific Plan Amendment	$5,058.00 Deposit + Actual Cost + 10%	Increased by CPI-U 2.7% with Rounding
Time Extensions	$565.00	Increased by CPI-U 2.7% with Rounding
Temporary Use Permit	$282.00	Increased by CPI-U 2.7% with Rounding
Right-of-Way Abandonment	$5,392.00	Increased by CPI-U 2.7% with Rounding
Variance	$4,005.00	Increased by CPI-U 2.7% with Rounding
Variance - Minor Deviation	$1,130.00	Increased by CPI-U 2.7% with Rounding
Variance - Signs	$3,440.00	Increased by CPI-U 2.7% with Rounding
Variance - Single Family Parcel	$2,850.00	Increased by CPI-U 2.7% with Rounding
Zone Change:		
Pre-Zone	$4,467.00	Increased by CPI-U 2.7% with Rounding
Rezone and Text Amendment	$8,961.00	Increased by CPI-U 2.7% with Rounding
Zoning Verification Letter	$154.00	Increased by CPI-U 2.7% with Rounding
Williamson Act Permits:		
Contract Cancellation	$6,881.00 Deposit + Actual Cost + 10%	Increased by CPI-U 2.7% with Rounding
Disestablishment	$2,285.00	Increased by CPI-U 2.7% with Rounding
New Contract	$565.00	Increased by CPI-U 2.7% with Rounding
Notice of Full Non-renewal	$154.00	Increased by CPI-U 2.7% with Rounding
Notice of Partial Non-renewal	$565.00	Increased by CPI-U 2.7% with Rounding
Easement Exchange	Actual Cost + 10%	No Change
Appeal	$1,130.00	Increased by CPI-U 2.7% with Rounding
SUBDIVISION OF LANDS		
Tentative Parcel Map	$5,075.00	No Change
Tentative Subdivision Map - Up to 106 lots	$7,700.00 + $50.00 Recording Fee	Split fee - to recover cost
Tentative Subdivision Map - 107 - 199 lots	$8,500.00 + $50.00 Recording Fee	Split fee - to recover cost
Tentative Subdivision Map - 200 - 500 lots	$9,300.00 + $50.00 Recording Fee	Split fee - to recover cost
Tentative Subdivision Map - Over 500 lots	$10,300.00 + $50.00 Recording Fee	Split fee - to recover cost
Resubmittal of Tentative Subdivision Map (No Charge for First Resubmittal)	$1,675.00	No Change
Certificate of Compliance	$1,675.00 + $50.00 Recording Fee	No Change
Lot Line Adjustment	$1,675.00 + $50.00 Recording Fee	No Change
Minor Amendment to Previously Approved Map	$1,675.00 + $50.00 Recording Fee	No Change

COMMUNITY DEVELOPMENT DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
ENVIRONMENTAL COMPLIANCE		
National Environmental Policy Act (Categorical Exclusion, EA, EIS)	Actual Cost + 10%	No Change
California Environmental Quality Act*:		
Notice of Exemption	$125.00	No Change
Initial Study, Negative Declaration, Draft & Final Environmental Impact Report Study Processing (Approved Environmental Consultant)	Applicant contracts directly with Approved Environmental Consultant	No Change
Study Peer Review (Required if applicant selects consultant)	Actual Cost + 10%	No Change
*Additional fees as required, payable to Kings County (See Kings County Fees below)		No Change
MISCELLANEOUS		
General Plan Text	$60.00	No Change
Zoning Text	$60.00	No Change
Recording Fee	$50.00	No Change
Copies (each):		No Change
Black and White 8 1/2 x 11	$0.25	No Change
Color (Letter and Legal Size)	$1.00	No Change
Black and White 11 x 17	$0.35	No Change
Color 11 x 17	$2.00	No Change
Large Format Black and White	Cost	No Change
Large Format Color	Cost	No Change
Radius Map and Up to 50 Labels	$100.00	No Change
~~CD of documents~~	~~$10.00~~	Remove, only digital
Requests for Environmental Notices/ Public Hearing Notices Mailed (Must be Renewed Annually)	$125.00	No Change
Special Service Fees/Inspections	Actual Cost + 10%	No Change
Surveyor Plan Review	Actual Cost + 10%	No Change
ANNEXATION/REORGANIZATION		
City Annexation/Reorganization	$12,300.00 Deposit + Actual Cost + 10%	No Change
County Fee (LAFCo)	Contact Kings County	No Change
State Board of Equalization	Contact State Board of Equalization	No Change
PARKING		
Parking In Lieu Fee	$4,475.00 per space	No Change
Shared Parking Agreement	$1,100.00	No Change

COMMUNITY DEVELOPMENT DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
The following applicable fees are not adopted by the City of Hanford. You must contact the agency for up to date fees.		
KINGS COUNTY		
Filing Fee (all environmental documents)	In effect at the time	No Change
Notice of Determination ND/MND (Fish and Wildlife)	In effect at the time	No Change
Notice of Determination EIR (Fish and Wildlife)	In effect at the time	No Change
Impact Fees (Verify current Fees)	In effect at the time	No Change
LAFCo Fee	In effect at the time + City actual cost + 10%	No Change
STATE BOARD OF EQUALIZATION		
Size of Annexation	In effect at the time	No Change
Less than 1 acre	In effect at the time	No Change
1-5 acres	In effect at the time	No Change
6-10 acres	In effect at the time	No Change
11-20 acres	In effect at the time	No Change
21-50 acres	In effect at the time	No Change
51-100 acres	In effect at the time	No Change
101 to 500 acres	In effect at the time	No Change
501-1,000	In effect at the time	No Change
1,001-2,000 acres	In effect at the time	No Change
2,001 acres and above	In effect at the time	No Change
SCHOOL DISTRICT FEES		
Please contact the appropriate school district for school fees.	In effect at the time	No Change

COMMUNITY DEVELOPMENT DEPARTMENT

ANIMAL LICENSE		COMMENT
Altered Animal License Permit- 1 Year	$20.00	Added "Altered"
Altered Animal License Permit- 2 Year	$30.00	Added "Altered"
Altered Animal License Permit- 3 Year	$40.00	Added "Altered"
Altered Multi-Animal (Up to 3 dogs) Permit- 1 Year	$50.00	Added "Altered" and "(Up to 3 dogs)" per Muni Code
Altered Multi-Animal (Up to 3 dogs) Permit- 2 Year	$75.00	Added "Altered" and "(Up to 3 dogs)" per Muni Code
Altered Multi-Animal (Up to 3 dogs) Permit- 3 Year	$100.00	Added "Altered" and "(Up to 3 dogs)" per Muni Code
Breeder Permit	$500.00	Moved from PD
Replacement Dog/Cat Tag	$10.00 per Tag	Moved from PD
License Transfer Fee	$10.00 per Occurance	New
Unaltered Animal License	$60.00 Annual	New

COMMUNITY DEVELOPMENT DEPARTMENT

PLAN CHECK & INSPECTION FEES								
OCCUPANCY TYPE	PROJECT SIZE THRESHOLD	CONSTRUCTION TYPES I-FR, II-FR		CONSTRUCTION TYPES III 1-HR		CONSTRUCTION TYPES IV, V-N		
		BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SQ FT	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SQ FT	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SQ FT	COMMENT
"A" OCC-TENANT IMPROVEMENTS	500	$971	$0.4285	$809	$0.3571	$647	$0.2857	No Change
	2,500	$1,828	$0.2179	$1,524	$0.1816	$1,219	$0.1453	No Change
	5,000	$2,373	$0.0870	$1,978	$0.0725	$1,582	$0.0580	No Change
	10,000	$2,808	$0.0578	$2,340	$0.0482	$1,872	$0.0385	No Change
	25,000	$3,675	$0.0800	$3,063	$0.0673	$2,450	$0.0538	No Change
	50,000	$5,694	$0.1139	$4,745	$0.0949	$3,796	$0.0759	No Change
"B" OCC-TENANT IMPROVEMENTS	300	$646	$0.4944	$538	$0.4120	$431	$0.3296	No Change
	1,500	$1,239	$0.2286	$1,033	$0.1905	$826	$0.1524	No Change
	3,000	$1,582	$0.0923	$1,319	$0.0769	$1,055	$0.0615	No Change
	6,000	$1,859	$0.0630	$1,549	$0.0525	$1,239	$0.0420	No Change
	15,000	$2,426	$0.0842	$2,022	$0.0702	$1,618	$0.0562	No Change
	30,000	$3,690	$0.1230	$3,075	$0.1025	$2,460	$0.0820	No Change
"E" OCC-TENANT IMPROVEMENTS	100	$667	$1.7510	$556	$1.4592	$445	$1.1673	No Change
	500	$1,368	$0.5304	$1,140	$0.4670	$912	$0.3736	No Change
	1,000	$1,648	$0.2390	$1,373	$0.1991	$1,099	$0.1593	No Change
	2,000	$1,887	$0.1840	$1,573	$0.1533	$1,258	$0.1227	No Change
	5,000	$2,439	$0.2043	$2,033	$0.1703	$1,626	$0.1362	No Change
	10,000	$3,461	$0.3461	$2,884	$0.2884	$2,307	$0.2307	No Change
ALL "F" OCC	1,000	$2,560	$0.5769	$2,133	$0.4808	$1,707	$0.3846	No Change
	5,000	$4,868	$0.2790	$4,056	$0.2325	$245	$0.1860	No Change
	10,000	$6,263	$0.1121	$5,219	$0.0934	$4,175	$0.0747	No Change
	20,000	$7,383	$0.0754	$6,153	$0.0628	$4,922	$0.0503	No Change
	50,000	$9,645	$0.1032	$8,038	$0.0860	$6,430	$0.0688	No Change
	100,000	$14,805	$0.1481	$12,338	$0.1234	$9,870	$0.0987	No Change

COMMUNITY DEVELOPMENT DEPARTMENT

PLAN CHECK & INSPECTION FEES								
OCCUPANCY TYPE	PROJECT SIZE THRESHOLD	CONSTRUCTION TYPES I-FR, II-FR		CONSTRUCTION TYPES III 1-HR		CONSTRUCTION TYPES IV, V-N		COMMENT
		BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SQ FT	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SQ FT	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SQ FT	
"H" OCC-TENANT IMPROVEMENTS	100	$667	$1.7510	$556	$1.4592	$445	$1.1673	No Change
	500	$1,328	$0.5604	$1,140	$0.4670	$912	$0.3736	No Change
	1,000	$1,648	$0.2390	$1,373	$0.1991	$1,099	$0.1593	No Change
	2,000	$1,887	$0.1840	$1,573	$0.1533	$1,258	$0.1227	No Change
	5,000	$2,439	$0.2043	$2,033	$0.1703	$1,626	$0.1362	No Change
	10,000	$3,461	$0.3461	$2,884	$0.2884	$2,307	$0.2307	No Change
"I" OCC-TENANT IMPROVEMENTS	1,000	$971	$0.2142	$809	$0.1785	$648	$0.1428	No Change
	5,000	$1,828	$0.1091	$1,524	$0.0909	$1,219	$0.0727	No Change
	10,000	$2,374	$0.0434	$1,978	$0.0362	$1,582	$0.0290	No Change
	20,000	$2,808	$0.0288	$2,340	$0.0240	$1,872	$0.0192	No Change
	50,000	$3,672	$0.0403	$3,060	$0.0336	$2,448	$0.0269	No Change
	100,000	$5,688	$0.0569	$4,740	$0.0474	$3,792	$0.0379	No Change
"M" OCC-TENANT IMPROVEMENTS	200	$739	$0.8755	$616	$0.7296	$493	$0.5837	No Change
	1,000	$1,439	$0.3737	$1,199	$0.3114	$960	$0.2491	No Change
	2,000	$1,813	$0.1526	$1,511	$0.1271	$1,209	$0.1017	No Change
	4,000	$2,118	$0.1065	$1,765	$0.0888	$1,412	$0.0710	No Change
	10,000	$2,757	$0.0138	$2,298	$0.1148	$1,838	$0.0918	No Change
	20,000	$4,134	$0.2067	$3,445	$0.1723	$2,756	$0.1378	No Change
"R-1/R-2" OCC-TENANT IMPROVEMENTS	80	$405	$1.0815	$338	$0.9012	$270	$0.7210	No Change
	400	$751	$0.5933	$626	$0.4944	$501	$0.3955	No Change
	800	$989	$0.2350	$824	$0.1958	$659	$0.1566	No Change
	1,600	$1,177	$0.1525	$981	$0.1271	$785	$0.1017	No Change
	4,000	$1,543	$0.2201	$1,286	$0.1824	$1,028	$0.1467	No Change
	8,000	$2,423	$0.3029	$2,019	$0.2524	$161	$0.2019	No Change

COMMUNITY DEVELOPMENT DEPARTMENT

PLAN CHECK & INSPECTION FEES								
OCCUPANCY TYPE	PROJECT SIZE THRESHOLD	CONSTRUCTION TYPES I-FR, II-FR		CONSTRUCTION TYPES III 1-HR		CONSTRUCTION TYPES IV, V-N		
		BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SQ FT	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SQ FT	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SQ FT	COMMENT
"S" OCC-TENANT IMPROVEMENTS	40	$269	$1.5451	$224	$1.2876	$179	$1.0301	No Change
	200	$516	$0.7142	$430	$0.5951	$344	$0.4761	No Change
	400	$659	$0.2885	$549	$0.2404	$439	$0.1923	No Change
	800	$775	$0.1968	$646	$0.1640	$516	$0.1312	No Change
	2,000	$1,011	$0.2639	$842	$0.2199	$674	$0.1759	No Change
	4,000	$1,538	$0.3846	$1,282	$0.3205	$1,026	$0.2564	No Change

*Plan Check Fees x Inspections Fees = Plan Check & Inspection Fees as Shown
Plan Check or Inspection Fees available upon request.

COMMUNITY DEVELOPMENT DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
ELECTRICAL FEES		
Permit Issuance	$50.00 Each	No Change
Stand Alone Permit - Plan Check	$105.00 per Hour	No Change
Outdoor Events Carnivals, Circuses, or other traveling shows or exhibitions utilizing transportation type rides booths,	$105.00 per Hour	No Change
Temporary Power Service Temporary power service pole or pedestal, including all pole or pedestal-mounted receptacle outlets and appurtenances	$105.00 Each	No Change
Unit Fees:		
Receptacles, Switches, and Lighting Outlets	$43.75 up to 20	No Change
	$0.87 Each Addition	No Change
Residential Appliances Fixed residential appliances or receptacle outlets for the same, including wall-mounted electric ovens, counter mounted cook tops, electric ranges, self-contained room consoles or through-well air conditioners, space heaters, food waste grinders, dish washers, washing machines, water heaters, clothes dryers, or other motor-operated appliances (each) not exceeding one horsepower rating	$35 Each	No Change
Nonresidential Appliances Residential appliances and factory wired nonresidential appliances, including medical and dental devices; food, beverage, and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other similar types of equipment	$35 Each	No Change
Power Apparatus Motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus as follows: Rating in Horsepower (HP), Kilowatts (KW), or Kilovolt-amperes (KVA), or Kilovolt-amperes-reactive (KVAR) (fees include all switches, breakers, etc.)		No Change
Units: 1-50	$35 Each	No Change
Units: 51-100	$43.75 Each	No Change
Units: Over 100	$52.50 Each	No Change
Signs, Outline Lighting, and Marquees Signs, Outline Lighting, or Marquees supplied from one branch circuit	$52.50 Each	No Change

COMMUNITY DEVELOPMENT DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE			FEE AMOUNT	COMMENT
ELECTRICAL FEES, CONTINUED				
Unit Fees:				
Services				No Change
Services 600 volts or less and not over 1,000 amperes in rating			$105.00 Each	No Change
Services over 600 volts or over 1,000 amperes in rating			$157.50 Each	No Change
Subpanels			$35.00 Each	No Change
EV Charging Station				No Change
Residential			$157.50 Each	No Change
Commercial			$315.00 for 1-3	No Change
Each Additional			$105.00 Each	No Change
Miscellaneous Apparatus, Conduits, and Conductors Electrical apparatus, conduits, and conductors for which a permit is required, but for which no fee is herein set forth			$35.00 Each	No Change
Unit Fees:				
Photovoltaic Systems - Residential & Small Commercial (up to 49KW)	**Plan Check**	**Inspection**	**Total**	
1 - 15 Kilowatts	$200.00 Each	$225.00	$425.00 Each (includes P.I. Fee)	Lowered inspection fee, per AB1124. Residential solar not to exceed $450
SolarApp+		$157.50		New fee
Each Kilowatt above 15 KW		$15.00 per KW	$15.00 per KW	No Change
Photovoltaic Systems - Commercial				
50 Kilowatts	$400.00 Each	$600.00 Each	$1,000.00 Each (includes P.I. Fee)	No Change
Each Kilowatt between 51 KW and 250 KW		$7.00 per KW	$7.00 per KW	No Change
Each Kilowatt above 250 KW		$5.00 per KW	$5.00 per KW	No Change
MECHANICAL FEES				
Permit Issuance			$50.00 Each	No Change
Stand Alone Permit- Plan Check			$105.00 per Hour	No Change
Unit Fees:				
Install/Relocate each forced air or gravity-type furnace or burner (including attached ducts and vents)			$70.00 Each	No Change
Install/Relocate each floor furnace (including vent)			$70.00 Each	No Change
Install/Relocate each suspended heater, recessed wall heater, or floor-mounted unit heater			$70.00 Each	No Change
Install/Relocate/Replace each appliance vent installed and not included in an appliance permit			$70.00 Each	No Change
Repair/Alteration/Addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls required by the code			$61.25 Each	No Change
Install/Relocate each boiler or compressor, or each absorption system			$61.25 Each	No Change
Each air-handling unit, including attached ducts up to 10,000 CFM			$70.00 Each	No Change

COMMUNITY DEVELOPMENT DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
MECHANICAL FEES CONTINUED		
Unit Fees:		
Each air-handling unit over 10,000 CFM	$70.00 Each	No Change
Each evaporative cooler other than portable type	$35.00 Each	No Change
Each ventilation fan connected to a single duct	$52.50 Each	No Change
Each ventilation system which is not a portion of any heating or air-conditioning system	$61.25 Each	No Change
Installation of each hood which is served by a mechanical exhaust, including the ducts for such hood	$70.00 Each	No Change
Install/Relocate each incinerator	$52.50 Each	No Change
Each appliance or piece of equipment regulated by this code but not classified in other appliance categories, or for which no other fee is listed in this code	$52.50 Each	No Change
Other mechanical inspections not noted above	$105.00 per Hour	No Change
PLUMBING FEES		
Permit Issuance	$50.00 Each	No Change
Stand Alone Permit- Plan Check	$105.00 per Hour	No Change
Unit Fees:		
Plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping, and backflow protection therefore)	$35.00 Each	No Change
Building or trailer park sewer	$52.50 Each	No Change
Rainwater system - inside building	$17.50 per Drain	No Change
Cesspool where permitted	$26.25 Each	No Change
Private sewage disposal system	$105.00 Each	No Change
Water heater and/or vent	$35.00 Each	No Change
Gas piping system	$52.50 - 1 to 5 Outlets	No Change
Additional outlets	$3.50 Each	No Change
Medical gas piping system	$52.50 - 1 to 5 Outlets	No Change
Additional outlets	$8.75 Each	No Change
Industrial waste pretreatment interceptor including its trap and vent, excepting kitchen-type grease interceptors functioning as fixtures traps	$52.50 Each	No Change

COMMUNITY DEVELOPMENT DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
PLUMBING FEES, CONTINUED		
Unit Fees:		
Installation/Alteration/Repair of water piping and/or water treating equipment	$52.50 Each	No Change
Repair/Alteration or drainage or vent piping	$52.50 Each	No Change
Lawn sprinkler system on any one meter, including backflow protection devices therefore	$35.00 Each	No Change
Backflow devices not included in other fee services	$35.00 Each	No Change
Atmospheric-type vacuum breakers not included in other fee services	$35.00 - 1 to 5 Outlets	No Change
Additional outlets	$1.75 Each	No Change
Other plumbing and gas inspections not noted above	$105.00 per Hour	No Change
OTHER INSPECTIONS AND FEES		
Inspections outside of normal business hours, (minimum charge of two hours at time and one-half)	$315.00 per Hour @ 1 1/2	No Change
Each additional hour or portion thereof at time and one-half	$157.50 per Hour @ 1 1/2	No Change
Reinspection Fee	$105.00 per Re-Inspection	No Change
Inspection for which no fee is specifically indicated (minimum charge 1/2 hour)	$105.00 per Hour	No Change
Additional plan review required because of changes, additions, or revisions to approved plans (minimum charge 1 hour)	$105.00 per Hour	No Change
Outside plan check consultants- Actual cost to the city x 133%	Cost x 133% per Hour	No Change
Compliance Inspection	$157.50 Each	No Change
Deferred Submittals	$105.00 per Hour	No Change
Duplicate Permit or Job Cards	$10.00 Each	No Change
Work without permit - Permit fee + $500.00 or 2x permit fee- whichever is greater	Permit + $500.00 or 2x Fee Each	No change

COMMUNITY DEVELOPMENT DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT				
MISCELLANEOUS & CODE COMPLIANCE FEES	PERMIT ISSUANCE	PLAN CHECK	INSPECTION	UNIT	COMMENT
Address Assignments: Subdivisions	$20.00 first address		$3.15 Each Additional	Each	Added first address
Address Assignments: Infill Lot	$20.00				New fee
Additions, Residential	$50.00	$157.50	$304.50	up to 300 Sq Ft	No Change
Additional Sq Ft		$0.26	$0.74	Sq Ft	No Change
Antennas - Telecom Facility (towers)	$50.00	$52.50	$157.50	Each	No Change
Antenna Installations	$50.00	$35.00	$35.00	Each Antenna	No Change
Awning/canopy (supported by the building)	$50.00	$26.25	$35.00	up to 2	No Change
Additional		$3.15	$5.25	Each	No Change
Balcony Addition	$50.00	$52.50	$94.50	up to 200 Sq Ft	No Change
Additional		$105.00	$141.75	over 200 Sq Ft	No Change
Carport (200 Sq Ft)	$50.00	$52.50	$106.00	≤ 200 Sq Ft	No Change
Additional Sq Ft on same side (over 200 Sq Ft)		$105.00	$159.00	over 200 Sq Ft	No Change
Change of Use/Change of Occupancy	$50.00	$57.50	$105.00	Each	No Change
Commercial Coach	$50.00	$52.50	$210.00	Each Bldg.	No Change
Deck (wood)	$50.00	$52.50	$157.50	up to 200 Sq Ft	No Change
Additional (over 200 Sq Ft)		$105.00	$236.25	over 200 Sq Ft	No Change
Demolition - Commercial	$50.00	$52.50	$160.00	Each Structure	No Change
Residential	$50.00	$52.50	$110.00	Each Structure	No Change
Electronics/System Replacement	$5.00			Each Permit	No Change
Fence - Non-Masonry, over 7 feet high	$50.00	$52.50	$52.50	up to 100 Linear Ft	No Change
Non-Masonry, Additional		$105.00	$0.57	Linear Ft	No Change
Masonry, all heights	$50.00	$52.50	$105.00	up to 100 Linear Ft	No Change
Masonry, Additional		$105.00	$0.66	Linear Ft	No Change
Fireplace - Masonry	$50.00	$52.50	$169.00	Each	No Change
Pre-Fabricated/Metal/Inserts	$50.00	$52.50	$52.50	Each	No Change
Flag Pole	$50.00	$26.25	$52.50	Each	No Change
Foundation Only Valuation based on $5 per Sq Ft	$50.00	See Valuation Chart		Sq Ft	No Change
Repair	$50.00	$52.50	$105.00	up to 100 Linear Ft	No Change
Addition		$105.00	$0.66	Linear Ft	No Change
Lighting Poles	$50.00	$17.50	$26.25	First One	No Change
Additional Poles		$2.10	$5.25	Each	No Change
Moved Buildings	$50.00	$105.00	$157.50	Each Bldg.	No Change
Plus mileage cost outside city limits (Current Government Rate)				Mile	No Change

COMMUNITY DEVELOPMENT DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT				
MISCELLANEOUS & CODE COMPLIANCE FEES	PERMIT ISSUANCE	PLAN CHECK	INSPECTION	UNIT	COMMENT
Partitions - Commercial, Interior	$50.00	$35.00	$52.50	up to 30 Linear Ft	No Change
Additional		$0.42	$0.84	Linear Ft	No Change
Partitions - Residential, Interior	$50.00	$35.00	$32.50	up to 30 Linear Ft	No Change
Additional	$50.00	$0.42	$0.84	Linear Ft	No Change
Covered Patio/Trellis/Arbor (not enclosed)	$50.00	$52.50	$157.50	up to 300 Sq Ft	No Change
Additional Patio/Tresses/Arbor		$26.25	$35.00	each 300 Sq Ft	No Change
Enclosed Patio/Porch	$50.00	$84.00	$210.00	up to 300 Sq Ft	No Change
Additional Enclosed Patio/Porch		$31.50	$84.00	Each 300 Sq Ft	No Change
Pile Foundation - Cast-in-place Concrete	$50.00	$78.75	$84.00	up to 10 piles	No Change
Additional Piles		$13.65	$6.30	Each	No Change
Driven (any type)	$50.00	$78.75	$84.00	up to 10 piles	No Change
Additional Piles	$50.00	$13.65	$6.30	Each	No Change
Plan Review Fee in excess of Submittal and two re-checks		$105.00		per Hour	No Change
Remodel, Residential	$50.00	$105.00	$210.00	up to 300 Sq Ft	No Change
Additional Remodel		$0.21	$0.53	Sq Ft	No Change
Re-Roof- Residential, Roof over	$50.00	$35.00	$78.75	Each	No Change
Tear-off	$50.00	$35.00	$131.25	Each	No Change
Commercial	$50.00	$52.50	$157.50	Each	No Change
Permit Issuance	$50.00			Each	No Change
Retaining Walls (concrete or masonry)	$50.00	$35.00	$78.75	up to 50 Linear Ft	No Change
Additional		$0.21	$0.53	Linear Ft	No Change
~~Siding - Stone and Brick Veneer~~	~~$50.00~~	~~$52.50~~	~~$105.00~~	~~up to 400 Sq Ft~~	Combine into "Exterior Coverings" fee
~~Stucco~~	~~$50.00~~	~~$35.00~~	~~$70.00~~	~~up to 400 Sq Ft~~	Combine into "Exterior Coverings" fee
~~All Others~~	~~$50.00~~	~~$52.50~~	~~$96.60~~	~~up to 400 Sq Ft~~	Combine into "Exterior Coverings" fee
~~Additional Siding (all types)~~		~~$0.16~~	~~$0.21~~	~~Sq Ft~~	Combine into "Exterior Coverings" fee
Exterior Coverings	$50.00	$52.50	$210.00		New fee to combine ones above
Signs	$50.00	$35.00	$52.50	per Site	No Change
Skylights- up to 10 Sq Ft	$50.00	$26.25	$78.75	Each	No Change
Over 10 Sq Ft or Structural work involved	$50.00	$35.00	$105.00	Each	No Change
Solar Panels, Pool Heating/Water Heating	$50.00	$70.00	$131.25	Each System	No Change
Stairs	$50.00	$52.50	$105.00	First Flight	No Change
Additional		$10.50	$26.25	per Flight	No Change

COMMUNITY DEVELOPMENT DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT				
MISCELLANEOUS & CODE COMPLIANCE FEES	PERMIT ISSUANCE	PLAN CHECK	INSPECTION	UNIT	COMMENT
Storage racks (shelving) - 0 to 8 ft high	$50.00	$52.50	$35.00	up to 100 Linear Ft	No Change
Additional		$0.11	$0.26	Linear Ft	No Change
Over 8 ft high	$50.00	$78.75	$52.50	up to 100 Linear Ft	No Change
Additional		$0.11	$0.32	Linear Ft	No Change
Swimming Pools/Spas	$50.00	$78.25	$210.00	Each	Increased inspection fee
Heater		$26.25	$17.85	Each	No Change
Spa or Hot Tub, Prefabricated	$50.00	$26.29	$52.50	Each	No Change
Wells	$50.00		$140.00	Each	No Change
Windows and Doors - Replacement	$50.00	$16.80	$52.50	Each 3	No Change
New	$50.00	$26.25	$59.85	Each 3	No Change
New (Structural, in shear wall or masonry)	$50.00	$35.00	$68.25	Each 3	No Change
Miscellaneous Repairs (Items not covered anywhere else in this fee schedule)					No Change
(Based on Valuation of the Work)					No Change
$1 to $1,000	$50.00	$38.85	$45.15		No Change
$1,001 to $5,000	$50.00	$111.30	$130.20		No Change
$5,001 to $10,000	$50.00	$180.60	$212.10		No Change
$10,001 to $15,000	$50.00	$249.90	$294.00		No Change
$15,001 to 20,000	$50.00	$320.25	$375.90		No Change
$20,001 to 25,000	$50.00	$389.55	$457.80		No Change
$25,001 to $30,000	$50.00	$438.90	$516.60		No Change
$30,001 and up	$50.00	Fees applicable for valuation of $30,000 plus $1.80 per $1,000 valuation over $30,0001			No Change

MISCELLANEOUS & CODE COMPLIANCE FEES, CONT.	FEE AMOUNT	COMMENTS
Copies (each)		No Change
Black and White 8 1/2 x 11	$0.25	No Change
Color (Letter and Legal Size)	$1.00	No Change
Black and White 11 x 17	$0.35	No Change
Color 11 x 17	$2.00	No Change
Large Format Black and White	Cost	No Change
Large Format Color	Cost	No Change

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING INSPECTION FEES		
TOTAL VALUATION	**FEE**	COMMENT
$1 to $500	$23.50	No Change
$501 to $2,000	$23.50 for the first $500 plus $3.05 for each additional $100, or fraction thereof, to and including $2,000	No Change
$2,001 to $25,000	$69.25 for the first $2,000 plus $14.00 for each additional $1,000, or fraction thereof, to and including $25,000	No Change
$25,001 to $50,000	$391.25 for the first $25,000 plus $10.10 for each additional $1,000, or fraction thereof, to and including $50,000	No Change
$50,001 to $100,000	$643.75 for the first $50,000 plus $7.00 for each additional $1,000, or fraction thereof, to and including $100,000	No Change
$100,001 to $500,000	$993.75 for the first $100,000 plus $5.60 for each additional $1,000, or fraction thereof, to and including $500,000	No Change
$500,001 to $1,000,000	$3,233.75 for the first $500,000 plus $4.75 for each additional $1,000, or fraction thereof, to and including $1,000,000	No Change
$1,000,001 and up	$5,608.75 for the first $1,000,000 plus $3.15 for each additional $1,000, or fraction thereof	No Change
Plan Review Fees will be 65% of Building Inspection Fees		No Change
A contract, signed by all parties, for the cost to build a specific project may be substituted for the Building Valuation Data sheet as determined by the building official		

COMMUNITY DEVELOPMENT DEPARTMENT

CODE VIOLATION FINES		COMMENT
Minor	$50.00	No Change
General	$200.00	No Change
Health and Safety	$500.00	No Change

Definitions:

Minor: A "Minor" violation shall be defined as a violation of the Hanford Municipal Code, or other applicable law or code, that does not have the potential to create a health or safety hazard to the occupants of a structure/building or the general public.

General: A "General" violation shall be defined as a violation of the Hanford Municipal Code, or other applicable law or code, that has the potential of creating a health or safety hazard to the occupants of a structure/building or the general public if the violation is

Health and Safety: A "Health and Safety" violation shall be defined as a violation of the Hanford Municipal Code or other applicable law or code that is a health or safety hazard to the occupants of a structure/building or the general public.

Subsequent Violations:

Second Violation- Within six months of the date of the initial citation, the fine shall be two times the initial fine.

Third Violation- Within six months of the date of the initial citation, the fine shall be four times the initial fine.

COMMUNITY DEVELOPMENT DEPARTMENT

FIRE/LIFE SAFETY FEES			
FEE NAME/DESCRIPTION OF SERVICE		**FEE AMOUNT**	COMMENT
Annual Fire and Life Inspection without fire Sprinklers (A, B, M, L, S) **Assemblies great then 49 people shall be inspected quarterly*	per Occurrence	$105.00	Moved from Fire/Lower Fee
Fire and Life Safety Inspection With Fire Sprinklers	per Issuance	$157.50	Moved from Fire/Lower Fee
Additional fee when greater then 30 minutes for fire sprinkler buildings	>30 mins	$105.00	Moved from Fire/Lower Fee
All Other Inspection Type not Listed **Minimum 1 Hour*	per Hour	$105.00	New fee (CD)
Re-Inspection 2nd	per Occurrence	$105.00	Moved from Fire/Lower Fee
Re-Inspection 3rd	per Occurrence	$105.00	Moved from Fire/Lower Fee
Special Inspection <5000 sqft **Minimum 1 Hour*	per Hour	$105.00	Moved from Fire/Lower Fee
Special Inspection >5,000 sqft (C, F, H, I) **Minimum 1 Hour*	per Hour	$105.00	Moved from Fire/Lower Fee
Additional Service Fee	per Hour	$105.00	Moved from Fire/Lower Fee
Weed Abatement General Code Violation			Moved from Fire/Changed Wording
1st Violation		$200.00	Moved from Fire/Seperated Fees
2nd Violation		$400.00	Moved from Fire/Seperated Fees
3rd Violation		$800.00	Moved from Fire/Seperated Fees
Emergency Abatement Fee for Imminent Fire Hazard (Three attempts made)	per Issuance	Actual Cost + 33%	Description Change + Fee Change
Tent/Membrane Inspection	per Occurrence	$105.00	Moved from Fire/Lower Fee
Hotel/Motel 1-50 Units (R-1)	per Occurrence	$105.00	Moved from Fire/Lower Fee
Hotel/Motel +50 Units (R-1)	per Occurrence	$210.00	Moved from Fire/Lower Fee
Multi-Family Dwellings Inspection:			Moved from Fire
1-20 Units (R-2)	per Occurrence	$105.00	Moved from Fire/Lower Fee
21-50 Units (R-2)	per Occurrence	$131.25	Moved from Fire/Lower Fee
51-100 Units (R-2)	per Occurrence	$157.50	Moved from Fire/Lower Fee
+100 Units (R-2)	per Occurrence	$210.00	Moved from Fire/Lower Fee
Schools	per Occurrence	$105.00	Moved from Fire/Lower Fee
Hood Suppression Inspection **Commercial hood system shall be inspected semi annual*	per Occurrence	$105.00	Moved from Fire/Lower Fee
Hood Suppression Plan Check	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
Refrigerant an Monitoring System **Minimum 1 Hour*	per Hour	$105.00	Moved from Fire/Lower Fee
Tank Inspection **Minimum 1 Hour*	per Hour	$105.00	Moved from Fire/Lower Fee
Tank Plan Review	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change

COMMUNITY DEVELOPMENT DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE		FEE AMOUNT	COMMENT
Spray booth Inspection **Minimum 1 Hour*	per Hour	$105.00	Moved from Fire/Lower Fee
Spray Booth Plan Review	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
Prospective License Pre-Inspection for all Child and Adult Day Care	per Issuance	$105.00	Moved from Fire/Lower Fee
Residential Care Home 24 Hour Care R 3.1 (et al.)	per Issuance	$131.25	Moved from Fire/Lower Fee
Residential Care Home 24 Hour Care Re-Inspection- R 3.1 (et al.)	per Issuance	$105.00	Moved from Fire/Lower Fee
Mobile Food Vendor Annual Inspection	per Issuance	$105.00	Moved from Fire/Lower Fee
Fire Alarm Plan Review:			Moved from Fire
1-15 Devices	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
16-50 Devices	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
51-100 Devices	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
101-500 Devices	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
+500 Devices	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
Fire Alarm Inspection & Testing	per Occurrence	$131.25	Moved from Fire/Lower Fee
Re-Inspection on Testing Devices	per Occurrence	$105.00	Moved from Fire/Lower Fee
Fire Sprinkler Plan Review:			
1-100 Heads	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
101-300 Heads	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
301-500 Heads	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
+500 Heads	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
Underground Fire Line Inspection	per Occurrence	$131.25	Moved from Fire/Lower Fee
Underground Fire Line Plan Review	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
Residential Field Inspection	per Occurrence	$105.00	Moved from Fire/Fee Change
Residential Plan Review Less Than 5000 sqft	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
Residential Plan Review Greater Than 5000 sqft	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
Hazardous Materials Operational:			
Permit H-1	per Issuance	$472.50	Moved from Fire/Lower Fee
Permit H-2	per Issuance	$420.00	Moved from Fire/Lower Fee
Permit H-3	per Issuance	$393.25	Moved from Fire/Lower Fee
Permit H-4	per Issuance	$341.25	Moved from Fire/Lower Fee
Permit H-5	per Issuance	$288.75	Moved from Fire/Lower Fee
Fire and Life Safety Citation:			
First Offense		$500.00	Moved from Fire/Increased Fee
Second Offense		$100.00	Moved from Fire/Increased Fee
Third Offense		$2,000.00	Moved from Fire/Increased Fee

DEVELOPMENT IMPACT FEES

LAND USE CATEGORY	FIRE FEE PER UNIT	POLICE FEE PER UNIT	WATER FEE PER UNIT	COMMENT
Low Density Residential	$663.56	$360.07	$3,014.48	Fee Increase ENRCC 2.6%
Medium Density Residential	$373.00	$532.43	$1,685.14	Fee Increase ENRCC 2.6%
High Density Residential	$187.41	$172.69	$1,020.26	Fee Increase ENRCC 2.6%
Neighborhood Commercial	$0.55	$0.74	$1.28	Fee Increase ENRCC 2.6%
Regional Commercial	$0.46	$0.32	$1.13	Fee Increase ENRCC 2.6%
Service Commercial	$0.70	$0.10	$1.55	Fee Increase ENRCC 2.6%
Highway Commercial	$0.55	$0.25	$1.28	Fee Increase ENRCC 2.6%
Office Residential	$0.24	$0.44	$1.39	Fee Increase ENRCC 2.6%
Office	$0.26	$0.27	$0.89	Fee Increase ENRCC 2.6%
Neighborhood Mixed Use	$0.55	$0.71	$1.61	Fee Increase ENRCC 2.6%
Corridor Mixed Use	$0.55	$0.48	$1.45	Fee Increase ENRCC 2.6%
Downtown Mixed Use	$0.09	$0.42	$0.31	Fee Increase ENRCC 2.6%
Light Industrial	$0.16	$0.01	$1.81	Fee Increase ENRCC 2.6%
Heavy Industrial	$0.16	$0.01	$1.84	Fee Increase ENRCC 2.6%
Open Space	$0.00	$0.00	$0.00	Fee Increase ENRCC 2.6%
Public Facilities	$0.06	$0.09	$1.55	Fee Increase ENRCC 2.6%
Educational Facilities	$0.00	$0.00	$0.81	Fee Increase ENRCC 2.6%

DEVELOPMENT IMPACT FEES

LAND USE CATEGORY	WASTEWATE PER UNIT	PARKS FEE PER UNIT	STORM DRAIN PER ACRE	COMMENT
Low Density Residential	$2,581.62	$3,327.88	$2,934.01	Fee Increase ENRCC 2.6%
Medium Density Residential	$2,066.59	$2,980.37	$3,227.41	Fee Increase ENRCC 2.6%
High Density Residential	$1,884.29	$2,632.83	$3,520.79	Fee Increase ENRCC 2.6%
Neighborhood Commercial	$0.87	$0.00	$5,281.21	Fee Increase ENRCC 2.6%
Regional Commercial	$0.90	$0.00	$5,281.21	Fee Increase ENRCC 2.6%
Service Commercial	$0.88	$0.00	$5,281.21	Fee Increase ENRCC 2.6%
Highway Commercial	$0.87	$0.00	$5,281.21	Fee Increase ENRCC 2.6%
Office Residential	$1.87	$0.00	$3,520.79	Fee Increase ENRCC 2.6%
Office	$0.88	$0.00	$5,281.21	Fee Increase ENRCC 2.6%
Neighborhood Mixed Use	$1.70	$0.00	$5,281.21	Fee Increase ENRCC 2.6%
Corridor Mixed Use	$1.22	$0.00	$5,281.21	Fee Increase ENRCC 2.6%
Downtown Mixed Use	$0.53	$0.00	$4,222.89	Fee Increase ENRCC 2.6%
Light Industrial	$1.01	$0.00	$4,694.40	Fee Increase ENRCC 2.6%
Heavy Industrial	$1.16	$0.00	$4,694.40	Fee Increase ENRCC 2.6%
Open Space	$0.00	$0.00	$0.00	No Change
Public Facilities	$0.88	$0.00	$4,107.60	Fee Increase ENRCC 2.6%
Educational Facilities	$0.54	$0.00	$4,107.60	Fee Increase ENRCC 2.6%

DEVELOPMENT IMPACT FEES

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
Water and Wastewater		
~~Hydraulic modeling to identify utility impacts. Estimate based fee~~	~~Actual City and/or Consultant time and materials plus a 10% admin fee~~	Moved to Public Works
Traffic Impact Analysis Peer		
~~Estimate based fee~~	~~Actual City and/or Consultant time and materials plus a 10%~~	Moved to Public Works
Developer Agreements		
~~Estimate based fee~~	~~Actual City and/or Consultant time and materials plus a 10%~~	Moved to Public Works
Inspection Fees Subdivisions		
~~Initial deposit of 1% of initial estimated construction cost of all improvements as prepared by developer's engineers. Payment due prior to inspection of improvements. The deposit is to be replenished once 25% of funds remaining.~~	~~Actual City and/or Consultant cost for construction inspection(s) and/or other construction support services plus a 10% admin fee~~	Removed
~~Inspection Final Fee~~	~~The actual City and/or consultant cost of improvement~~	Moved to Public Works

*Fee for residential uses is per dwelling unit. Fee for other uses is per building square foot.

*Wastewater treatment portion of fee is based on standard household strength waste of 200 MG/L B.O.D. and 200 MG/L S.S. and 300 gal./day flow rate

DEVELOPMENT IMPACT FEES

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT		
LAND USE CATEGORY	REFUSE FEES PER UNIT		COMMENT
Residential Container/Equip	$600.66		Fee Increase ENRCC 2.6%
Commercial			
Per No. of 1 cubic yard dumpsters	$1,052.71		Fee Increase ENRCC 2.6%
Per No. of 2 cubic yard dumpsters	$1,325.17		Fee Increase ENRCC 2.6%
Per No. of 3 cubic yard dumpsters	$1,411.87		Fee Increase ENRCC 2.6%
Per No. of 4 cubic yard dumpsters	$1,795.79		Fee Increase ENRCC 2.6%
Per No. of 6 cubic yard dumpsters	TBD		No Change

LAND USE CATEGORY	CIRCULATION FEES PER UNIT		COMMENT
Single-Family Residential	$4,165.20	Dwelling Unit	Fee Increase ENRCC 2.6%
Multi-Family Residential	$2,924.78	Dwelling Unit	Fee Increase ENRCC 2.6%
Senior Residential/Assisted Living	$1,514.61	Dwelling Unit	Fee Increase ENRCC 2.6%
Hotel/Motel (per room)	$2,651.52	Room	Fee Increase ENRCC 2.6%
Retail (<100KSF) unless specifically listed below	$12,142.23	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Retail (>100KSF)	$9,169.12	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Convenience Store- Without Gas Station	$109,906.35	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Gas Station- With or Without Convenience Store	$16,065.93	Fueling Position	Fee Increase ENRCC 2.6%
Motor Vehicle Sales, Minor and Major Repair	$2,300.26	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Restaurant- No Drive-thru	$23,485.18	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Restaurant with Drive-thru- Stand-alone	$107,337.30	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Restaurant with Drive-thru Within a Shopping Center	$28,857.23	1,000 Sq Ft	Fee Increase ENRCC 2.6%
General Office/Bank	$5,167.95	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Medical/Dental Office	$10,453.58	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Government	$3,164.33	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Industrial/Service Commercial	$2,080.04	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Warehouse/Distribution < 100,000 sq ft	$1,715.71	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Warehouse/Distribution > 100,000 sq ft	$825.10	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Mini Storage > 100,000 sq ft	$825.10	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Religious Institution or Public Facility	$2,247.36	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Other uses option	$403.33	Trip	Fee Increase ENRCC 2.6%

DEVELOPMENT IMPACT FEES

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	
TYPE OF FEE	DEVELOPMENT FEE FOR SINGLE FAMILY	COMMENT
Fire, Police, Water, Wastewater, Parks	$9,947.61	No Change
Circulation	$4,165.20	No Change
Refuse	$600.66	No Change
Total	$14,713.47	
Storm Drainage per Acre	$2,934.01	Moved to separate from breakdown and add unit

SANITARY SEWER AREA	BENEFIT DISTRICT PER ACRE	COMMENT
9th Ave Area of Benefit District (10th Ave to		
Area generally south of Hanford-Armona Road	$1,032.66	Fee Increase ENRCC 2.6%
Area located Between Hanford-Armona Rd and Lacey Blvd	$1,535.08	Fee Increase ENRCC 2.6%
Areal located between Lacey Blvd and Grangeville Blvd	$2,312.61	Fee Increase ENRCC 2.6%
Area located between Grangeville Blvd and Hwy 43	$3,188.85	Fee Increase ENRCC 2.6%
12th Ave Area of Benefit District (11-1/2 Ave		
Area generally south of Hanford-Armona Road	$713.74	Fee Increase ENRCC 2.6%
Area located Between Hanford-Armona Rd and Lacey Blvd	$1,101.75	Fee Increase ENRCC 2.6%
Area located between Lacey Blvd and Grangeville Blvd	$1,497.96	Fee Increase ENRCC 2.6%
Area located between Grangeville Blvd and Fargo Ave	$1,990.35	Fee Increase ENRCC 2.6%
Area located between Fargo Ave and Flint Ave	$2,755.64	Fee Increase ENRCC 2.6%

DEVELOPMENT IMPACT FEES

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT		
IMPACT FEE CREDITS FROM WATER, WASTEWATER AND STORM DRAINANGE IMPACT FEES			
ITEM	CREDIT PER UNIT	UNIT	COMMENT
Water:			
8" Pipeline	$78.47	Lineal Foot	No Change
12" Pipeline	$209.12	Lineal Foot	No Change
18" Pipeline	$253.82	Lineal Foot	No Change
~~Groundwater Well (1,500 gpm)~~	~~$1,448,824.65~~	~~Each~~	Remove
~~Pump Station (3 @ 3,100 gpm)~~	~~$4,831,993.46~~	~~Each~~	Remove
~~Pump Station (4 @ 1,400 gpm)~~	~~$3,305,529.77~~	~~Each~~	Remove
Storage Tank (1.5 MG)	at Developer's Cost		Updated Amount
Land for Storage Tank or Well	Appraised value or Developer's Cost, whichever is less.	Acre	Updated Amount
Wastewater:			
8" Gravity Main	$214.86	Lineal Foot	No Change
12" Gravity Main	$363.98	Lineal Foot	No Change
15" Gravity Main	$381.54	Lineal Foot	No Change
18" Gravity Main	$411.87	Lineal Foot	No Change
21" Gravity Main	$446.98	Lineal Foot	No Change
24" Gravity Main	$464.55	Lineal Foot	No Change
27" Gravity Main	$536.39	Lineal Foot	No Change
30" Gravity Main	$630.58	Lineal Foot	No Change
36" Gravity Main	$783.82	Lineal Foot	No Change
18" Force Main	$367.42	Lineal Foot	No Change
Lift Station	$3,560.00	GPM	Increased
Storm Drain:			
12" Pipeline	$115.88	Lineal Foot	No Change
21" Pipeline	$265.01	Lineal Foot	No Change
24" Pipeline	$312.89	Lineal Foot	No Change
30" Pipeline	$384.72	Lineal Foot	No Change
36" Pipeline	$456.57	Lineal Foot	No Change
42" Pipeline	$528.40	Lineal Foot	No Change
48" Pipeline	$624.19	Lineal Foot	No Change
60" Pipeline	$719.97	Lineal Foot	No Change
96" Pipeline	$1,224.42	Lineal Foot	No Change
Retention Basin (0 to 5 acre feet)	$39,882.46	Acre Foot	No Change
Retention Basin (Over 5 to 10 acre feet)	$23,810.47	Acre Foot	No Change
Retention Basin (Over 10 to 20 acre feet)	$13,549.43	Acre Foot	No Change
Retention Basin (Over 20 acre feet)	$8,227.74	Acre Foot	No Change

DEVELOPMENT IMPACT FEES

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT		
IMPACT FEE CREDITS FROM CIRCULATION AND PARKS IMPACT FEE ACCOUNTS			
ITEM	CREDIT PER UNIT	UNIT	COMMENT
Circulation- Arterial and Major Arterial Street			
Median Curb (both sides)	$24.14	Lineal Foot	No Change
Median Concrete (16' wide)	$193.14	Lineal Foot	No Change
Pavement (one side- 22' wide)	$96.07	Lineal Foot	No Change
Right of Way in Exceeding 42' Wide Half Street	$2.49	Square Foot	No Change
Circulation- Collection Street			
Pavement (one side- 18' wide)	$68.51	Lineal Foot	No Change
Circulation- Street Intersections			
Traffic Signal	$482,837.34	Each	No Change
Intersection Improvements (full)	$482,837.34	Each	No Change
Parks- Must be Identified in General Plan			
Park Improvements	$222,413.17	Acre	No Change
Land for Park	$108,638.40	Acre	No Change

PUBLIC WORKS DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
Application/Permit		
Public Street and Infrastructure Improvement Plan Review/Inspection Fee		No Changes
6% of the first $5,000 of improvement costs or fraction thereof		No Changes
5% of the next $20,000 of improvement costs or fraction thereof		No Changes
4.5% of the next $75,000 of improvement costs or fraction thereof		No Changes
3.5% of the next $150,000 of improvement costs or fraction thereof		No Changes
2% of all amounts of improvement costs over $250,000		No Changes
DEVELOPMENT IMPROVEMENT ENGINEERING SERVICES		
Fee of 2% of the estimated construction costs of all subdivision project improvements, as prepared by developer's engineer, plus a 10% admin fee for engineering services consisting of 1% for engineering services and 1% for management and inspection. Additional fees may apply for plan checks beyond the initial City consultant review.	1% - Due at time of plans submittal (includes initial City consultant review costs); and,1% - Due at time of map recordation or prior to construction, plus a 10% admin fee.	Description Change: Fee of 2% of the estimated construction costs of all subdivision project improvements, as prepared by developer's engineer, plus a 10% admin fee for engineering services consisting of 1% for engineering services and 1% for management and inspection. Additional fees may apply for plan checks beyond the initial City consultant review. Fee Amount Description Change: 1% - Due at time of plans submittal (includes initial City consultant review costs); and,1% - Due at time of map recordation or prior to construction. plus a 10% admin fee.
Water Meter Inspection Fee (all land uses) per meter	$85.00	No Changes
Backflow Prevention Assembly Inspection Fee (all land uses)	$80.00	No Changes
Final Subdivision & Parcel Map Filing and Review Fee	$1,073.00 (Kings County recording fees paid separately by the applicant)	Avg (15) hours for initial map intake, processing, coordination & subsequent project mgmt + (2) hours of staff admin time to facilitate recording of the map at recorder's office. Assoc. Surveyor @ $64.85/hr x 15 = $972.75 Administration @ $50/hr x 2 = $100 Total = $1,072.75
Parcel Merger/Lot Line Adjustment Filing Fee	$ 1,725.00 (Kings County recording fees paid separately by the applicant)	Add "Lot Line Adjustment" fee line item from Planning Division section. This is now handled by PW., Change description and added "Filling Fee" Under fee amount: add the the $50 recording fee time to the orginal $1675 amount and add wording "Kings County recording fees paid separately by the applicant"
Surveyor Map & Plan Review	Actual City and/or Consultant cost for revew, plus a 10% admin fee	Add "Surveyor Map & Plan Review" fee line item from Planning Division section. This is now handled by PW.

PUBLIC WORKS DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
Water and Wastewater Impact Analysis		
Hydraulic modeling to identify utility impacts. Estimate based fee	Actual City and/or Consultant time and materials plus a 10% admin fee	Moved from Impact Fees section
Traffic Impact Analysis Peer Review		
Estimate based fee	Actual City and/or Consultant time and materials plus a 10% admin fee	Moved from Impact Fees section
Developer Agreements		
Estimate based fee	Actual City and/or Consultant time and materials plus a 10% admin fee	Moved from Impact Fees section
Inspection Fees Subdivisions		
Inspection Final Fee	The actual City and/or consultant cost of improvement inspections plus a 10% admin fee	Moved from Impact Fees section
GRADING PLAN REVIEW		
Residential: Single Family Residence	$1,078.00	Increase by CPI-U 2.7%+Rounding
Two or Three Units	$1,849.00	Increase by CPI-U 2.7%+Rounding
Four through Eight Units	$3,132.00	Increase by CPI-U 2.7%+Rounding
Eight or More Units	$4,519.00	Increase by CPI-U 2.7%+Rounding
Commercial: Sites less than one-half acre	$2,773.00	Increase by CPI-U 2.7%+Rounding
Sites from one-half to one acre	$4,313.00	Increase by CPI-U 2.7%+Rounding
Sites one to five acres	$5,854.00	Increase by CPI-U 2.7%+Rounding
Sites over five acres	$5,854.00 plus $87/acre	Increase by CPI-U 2.7%+Rounding
Permit Extensions	$26.00	Increase by CPI-U 2.7%+Rounding

PUBLIC WORKS DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
ENCROACHMENT PERMIT		
Annual Permit	$257.00	Increase by CPI-U 2.7%+Rounding
Annual Permit (Utilities)	$1,027.00	Increase by CPI-U 2.7%+Rounding
Annual Permit (Trees)	$924.00	Increase by CPI-U 2.7%+Rounding
Regular Encroachment Permit	$375.00	Increase by CPI-U 2.7%+Rounding
TRANSPORTATION PERMIT		
Annual Permit	$92.00	Increase by CPI-U 2.7%+Rounding
Regular Transportation Permit	$17.00	Increase by CPI-U 2.7%+Rounding
MISCELLANEOUS		
Construction Water Meter Deposit	$1,000.00	No Changes
Conditional Watering Permit	$25.00	No Changes
Pool Drain Permit	$25.00	No Changes
Fee for Backflow Administration and Inspection	$125.00	No Changes
Water Department Inventory Sales Administration Fee	15% of all cost incurred by the City	No Changes
Street Banner Permit	$100.00	No Changes

REFUSE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
Temporary Bin Rental		
1YD (4 Empties per month)	$89.42	Includes a 10% increase, to reflect the rate study increase approved
2YD (4 Empties per month)	$112.46	Includes a 10% increase, to reflect the rate study increase approved
3YD (4 Empties per month)	$135.52	Includes a 10% increase, to reflect the rate study increase approved
Trash Can/bin services		
Delivery/Exchange Startup Fee	$20.00	No Changes
Removal for Discontinued Refuse Service	$66.00	No Changes
Special Event Can Services		
Delivery Fee (for each eighteen (18) 96 gallon containers up to 54 event cans)	$30.93	Increase by 10% to remain consistent with the new rate study approved
Empty Fee (per container per empty and disposal of waste)	$13.62	Increase by 10% to remain consistent with the new rate study approved
Cleaning Fee (per container to clean and restock)	$2.48	Increase by 10% to remain consistent with the new rate study approved
Special Event Bin Services		
Delivery Fee (each bin up to five (5) 2yd or 3yd commercial bins)	$30.93	Increase by 10% to remain consistent with the new rate study approved
Empty Fee (per 2yd bin)	$28.47	Increase by 10% to remain consistent with the new rate study approved
Empty Fee (per 3yd bin)	$33.41	Increase by 10% to remain consistent with the new rate study approved
Cleaning Fee (per container to clean and restock)	$18.56	Increase by 10% to remain consistent with the new rate study approved
Extra Empties		
96G Extra Empty	$13.42	New-Rate previously approved by council, increased by 10% to remain consistent with the new rate study approved
64G Extra Empty	$10.52	New-Rate previously approved by council, increased by 10% to remain consistent with the new rate study approved
1YD Extra Empty	$22.36	New-Rate previously approved by council, increased by 10% to remain consistent with the new rate study approved
2YD Extra Empty	$28.14	New-Rate previously approved by council, increased by 10% to remain consistent with the new rate study approved
3YD Extra Empty	$33.91	New-Rate previously approved by council, increased by 10% to remain consistent with the new rate study approved
4YD Extra Empty	$39.67	New-Rate previously approved by council, increased by 10% to remain consistent with the new rate study approved
6YD Extra Empty	$51.18	New-Rate previously approved by council, increased by 10% to remain consistent with the new rate study approved
Contamination Violation		
1st Violation (Escalating Fine)	$0.00	New-Mandated by CalRecycle (1st violation is a warning for education)
2nd Violation (Escalating Fine)	$50.00	New-Mandated by CalRecycle
3rd Violation (Escalating Fine)	$100.00	New-Mandated by CalRecycle
4th Violation (Escalating Fine)	$250.00	New-Mandated by CalRecycle
Miscellaneous		
Refuse Locks	$25.00	No Changes
Monthly Lock Service Fee	$9.90	New-Rate previously approved by council, increased by 10% to remain consistent with the new rate study approved
Passenger Tires	$10.00	New-consistant with KWRA charges
Truck Tires	$15.00	New-consistant with KWRA charges
Appliances	$15.00	New-consistant with KWRA charges

WASTEWATER DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
Boundary Overages		
Flow per Gallon per Day	$0.11 per Gallon per Day	5% increase, to recover increasing cost
BOD per Pound per Day	$32.81 per Pound per Day	5% increase, to recover increasing cost
TSS per Pound per Day	$32.81 per Pound per Day	5% increase, to recover increasing cost
Wastewater Permits		
Wastewater Discharge Permit Application Fee	$250.00	No Changes
Permit Fee for: Fats, Oils, and Grease (FOG) / Food Service Establishment / Non-significant Industrial User/Commercial User	$300.00 per Five-Year Permit	New fee - to recover cost

AIRPORT DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
Overnight Parking- Single	$8.00 per Night	No Changes
Overnight Parking- Twin	$12.00 per Night	No Changes
Overnight Parking- Jet	$20.00 per Night	No Changes
Overnight Vehicle Parking inside Airport Perimeter	$4.25 per Night	No Changes
Airport Tiedown- Long Term	$50.00 per Month	No Changes
Covered T-Spaces (1-10 & 20-40)	$99.00 per Month	Increase by CPI-U 2.7%+Rounding
T-Hangar Spaces (11-19)	$204.00 per Month	Increase by CPI-U 2.7%+Rounding
Port-a-Port (1,200 sq. ft. or less)	$701.00 per Year	Increase by CPI-U 2.7%+Rounding
Port-a-Port (1,800 sq. ft. to 2,100 sq. ft.)	$713.00 per Year	Increase by CPI-U 2.7%+Rounding
Hangar Ground Lease (0 to 1,600 sq. ft.)	$897.00 per Year	Increase by CPI-U 2.7%+Rounding
Hangar Ground Lease (1,601 sq. ft. to 2,300 sq. ft.)	$1,000.00 per Year	Increase by CPI-U 2.7%+Rounding
Hangar Ground Lease (2,301 sq. ft. to 4,500 sq. ft.)	$1,093.00 per Year	Increase by CPI-U 2.7%+Rounding
Hangar Ground Lease (4,501 sq. ft. to 5,000 sq. ft.)	$2,104.00 per Year	Increase by CPI-U 2.7%+Rounding
Hangar Ground Lease (5,001 sq. ft. and above)	$0.429 per sqft	Increase by CPI-U 2.7%+Rounding
Heavy Appliance Electricity Surcharge	$41.00 per Month	SCE rate increase of 10%+Rounding

The airport has the following types of agreements: hangar, tiedown, land and facilities. The agreements will contain annual CPI increases and the Fair Market Value of the lease rates will be established by using the Council approved per square foot lease rate plus the CPI Adjustments.

(1) These rates are for the various types of storage units at the airport and are adjusted annually based on the clause contained in the individual agreements. The CPI used for these agreements is the CPIU for the average of LA and SF for April of each

Master Fee Schedule
Summary of Changes

Fiscal Year 2026-2027

FINANCE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
GENERAL		
Returned Payment Fee	$35.00	Increased and will be for all returned payments
~~Returned Payment Fee - Each Subsequent Occurrence~~	~~$35.00~~	Remove
All other Billing- Late Fee	$20.00	Increased Fee
UTILITIES		
Reconnection fee for Discontinued Water Service- Business Hours	$65.00	Increased Fee
Reconnection fee for Discontinued Water Service- Non-Business Hours	$180.00	Increased Fee
~~Monthly Fee for Payment Plan Processing, Review, and Administration~~	~~$13 per Month (Per month as long as payment agreement remains in effect)~~	Remove
FEE NAME/DESCRIPTION OF SERVICE	**FEE AMOUNT**	COMMENT
Water Rates		
Meter Charges:		
5/8", 3/4", & 1"	$22.52	Approved Rate Increase
1-1/2" & 2"	$41.23	Approved Rate Increase
3" & 4"	$123.55	Approved Rate Increase
6"	$378.01	Approved Rate Increase
8"	$602.53	Approved Rate Increase
Consumption Charges:		
All Customers	$2.54	Approved Rate Increase
Drought Consumption Charges:		
10% Water Cutback	$2.75	Approved Rate Increase
20% Water Cutback	$3.01	Approved Rate Increase
35% Water Cutback	$3.55	Approved Rate Increase
50% Water Cutback	$4.41	Approved Rate Increase
Wastewater Rates		
Residential (Per Dwelling Unit):		
Single Family	$32.50	Approved Rate Increase
Multi-Family/Duplex	$24.38	Approved Rate Increase
Non-Residential - Metered Water($/CCF):		
Group A: Domestic	$4.05	Approved Rate Increase
Group B: Low Strength	$3.71	Approved Rate Increase
Group C: Medium Strength	$5.20	Approved Rate Increase
Group D: High Strength	$7.04	Approved Rate Increase
Schools (per Student ADA)	$0.98	Approved Rate Increase
Septage (per 1,000 Gallions)	$46.14	Approved Rate Increase
Industrial:		
Flow (per mg)	$3,289.07	Approved Rate Increase
BOD (per lb)	$0.733	Approved Rate Increase
SS (per lb)	$0.735	Approved Rate Increase

PARKS - INDOOR FACILITY FEE SCHEDULE

FACILITY		RESIDENT	NON-RESIDENT	COMMENT
SETUP AND TEAR DOWN:				
1-50 Party Size		$75.00 per Day		Existing fee that was missing from schedule
51-100 Party Size		$105.00 per Day		Existing fee that was missing from schedule
101-200 Party Size		$135.00 per Day		Existing fee that was missing from schedule
201-300 Party Size		$165.00 per Day		Existing fee that was missing from schedule
301-400 Party Size		$195.00 per Day		Existing fee that was missing from schedule
401-500 Party Size		$255.00 per Day		Existing fee that was missing from schedule

PARKS - OUTDOOR FACILITY FEE SCHEDULE

FACILITY	RESIDENT	NON-RESIDENT	COMMENT
BASTILLE COURTYARD:			
Rental Fee	$150.00 per day		New fee
MISCELLANEOUS:			
Youth Athletic Complex, Harris Street Ballpark, and 10th Avenue Field Permit Fee *Unless stated otherwise in written agreement	$2.50 per Hour per Field		Remove SOCCOM and add Harris + 10th Ave.
Lighting Fee for Sports Fields	$2.50 per Hour per Field		New Fee

FIRE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE		FEE AMOUNT	COMMENT
~~Annual Fire and Life Inspection without fire Sprinklers (A, B, M, L, S)~~ ~~*Assemblies great then 49 people shall be inspected quarterly*~~	~~per Occurrence~~	~~$149.00~~	Moved to CD
~~Fire and Life Safety Inspection With Fire Sprinklers~~	~~per Issuance~~	~~$223.00~~	Moved to CD
~~Additional fee when greater then 30 minutes for fire sprinkler buildings~~	~~>30 mins~~	~~$149.00~~	Moved to CD
~~Re-Inspection 2nd~~	~~per Occurrence~~	~~$164.00~~	Moved to CD
~~Re-Inspection 3rd~~	~~per Occurrence~~	~~$187.00~~	Moved to CD
~~Special Inspection <5000 sqft~~	~~per Hour~~	~~$149.00~~	Moved to CD
~~Special Inspection >5,000 sqft (C, F, H, I)~~	~~per Hour~~	~~$187.00~~	Moved to CD
~~Additional Service Fee~~	~~per Hour~~	~~$149.00~~	Moved to CD
~~Weed Abatement General Code Violation~~		~~$329.00~~	Moved to CD
~~Weed Abatement Admin Fee on Residential Properties~~	~~per Issuance~~	~~$329.00~~	Remove
~~Emergency Abatement Fee for Imminent Fire Hazard~~ ~~(Three attempts made)~~	~~per Issuance~~	~~$570.00~~	Moved to CD
~~Tent/Membrane Inspection~~	~~per Occurrence~~	~~$149.00~~	Moved to CD
~~Hotel/Motel 1-50 Units (R-1)~~	~~per Occurrence~~	~~$149.00~~	Moved to CD
~~Hotel/Motel +50 Units (R-1)~~	~~per Occurrence~~	~~$298.00~~	Moved to CD
~~**Multi-Family Dwellings Inspection:**~~			Moved to CD
~~1-20 Units (R-2)~~	~~per Occurrence~~	~~$149.00~~	Moved to CD
~~21-50 Units (R-2)~~	~~per Occurrence~~	~~$180.00~~	Moved to CD
~~51-100 Units (R-2)~~	~~per Occurrence~~	~~$221.00~~	Moved to CD
~~+100 Units (R-2)~~	~~per Occurrence~~	~~$277.00~~	Moved to CD
~~Schools~~	~~per Occurrence~~	~~$149.00~~	Moved to CD
~~Hood Suppression Inspection~~ ~~*Commercial hood system shall be inspected semi annual~~	~~per Occurrence~~	~~$187.00~~	Moved to CD
~~Hood Suppression Plan Check~~	~~per Issuance~~	~~$149.00~~	Moved to CD
~~Refrigerant an Monitoring System~~	~~per Hour~~	~~$187.00~~	Moved to CD
~~Tank Inspection~~	~~per Hour~~	~~$146.00~~	Moved to CD
~~Tank Plan Review~~	~~per Issuance~~	~~$187.00~~	Moved to CD
~~Spray booth Inspection~~	~~per Hour~~	~~$149.00~~	Moved to CD
~~Spray Booth Plan Review~~	~~per Issuance~~	~~$187.00~~	Moved to CD
~~Prospective License Pre-Inspection for all Child and Adult Day Care~~	~~per Issuance~~	~~$149.00~~	Moved to CD
~~Residential Care Home 24 Hour Care R 3.1 (et al.)~~	~~per Issuance~~	~~$180.00~~	Moved to CD
~~Residential Care Home 24 Hour Care Re-Inspection- R 3.1 (et al.)~~	~~per Issuance~~	~~$205.00~~	Moved to CD
~~Mobile Food Vendor Annual Inspection~~	~~per Issuance~~	~~$149.00~~	Moved to CD

FIRE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE		FEE AMOUNT	COMMENT
~~Fire Alarm Plan Review:~~			Moved to CD
~~1-15 Devices~~	~~per Issuance~~	~~$187.00~~	Moved to CD
~~16-50 Devices~~	~~per Issuance~~	~~$271.00~~	Moved to CD
~~51-100 Devices~~	~~per Issuance~~	~~$394.00~~	Moved to CD
~~101-500 Devices~~	~~per Issuance~~	~~$567.00~~	Moved to CD
~~+500 Devices~~	~~per Issuance~~	~~$1,134.00~~	Moved to CD
~~Fire Alarm Inspection & Testing~~	~~per Occurrence~~	~~$189.00~~	Moved to CD
~~Re-Inspection on Testing Devices~~	~~per Occurrence~~	~~$230.00~~	Moved to CD
~~Fire Sprinkler Plan Review:~~			Moved to CD
~~1-100 Heads~~	~~per Issuance~~	~~$271.00~~	Moved to CD
~~101-300 Heads~~	~~per Issuance~~	~~$394.00~~	Moved to CD
~~301-500 Heads~~	~~per Issuance~~	~~$567.00~~	Moved to CD
~~+500 Heads~~	~~per Issuance~~	~~$1,134.00~~	Moved to CD
~~Underground Fire Line Inspection~~	~~per Occurrence~~	~~$189.00~~	Moved to CD
~~Underground Fire Line Plan Review~~	~~per Issuance~~	~~$230.00~~	Moved to CD
~~Residential Field Inspection~~	~~per Occurrence~~	~~$189.00~~	Moved to CD
~~Residential Plan Review Less Than 5000 sqft~~	~~per Issuance~~	~~$189.00~~	Moved to CD
~~Residential Plan Review Greater Than 5000 sqft~~	~~per Issuance~~	~~$189.00 + $0.77 per sqft~~	Moved to CD
~~Dangerous Building or Structures~~	~~per Issuance~~	~~$570.00~~	Moved to CD
~~Hazardous Materials Operational:~~			Moved to CD
~~Permit H-1~~	~~per Issuance~~	~~$674.00~~	Moved to CD
~~Permit H-2~~	~~per Issuance~~	~~$589.00~~	Moved to CD
~~Permit H-3~~	~~per Issuance~~	~~$546.00~~	Moved to CD
~~Permit H-4~~	~~per Issuance~~	~~$483.00~~	Moved to CD
~~Permit H-5~~	~~per Issuance~~	~~$420.00~~	Moved to CD

FIRE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE		FEE AMOUNT	COMMENT
~~**Fire and Life Safety Citation:**~~			Moved to CD
~~First Offense~~		~~$103.00~~	Moved to CD
~~Second Offense~~		~~$205.00~~	Moved to CD
~~Third Offense~~		~~$514.00~~	Moved to CD
~~Red Tag on Building~~	~~per Day~~	~~$205.00~~	Remove
Firework Ordinance Citation	per Citation	$1,000.00 (up to $10,000 per person/per day)	Update maximum to align with ordinance 25-11

POLICE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
ANIMAL CONTROL		
~~Replacement Dog/Cat Tag~~	~~$10.00 per Tag~~	Moved to CD
~~Altered Animal License Permit- 1 Year~~	~~$20.00~~	Moved to CD
~~Altered Animal License Permit- 2 Year~~	~~$30.00~~	Moved to CD
~~Altered Animal License Permit- 3 Year~~	~~$40.00~~	Moved to CD
~~Altered Multi-Animal (Up to 3 dogs) Permit- 1 Year~~	~~$50.00~~	Moved to CD
~~Altered Multi-Animal (Up to 3 dogs) Permit- 2 Year~~	~~$75.00~~	Moved to CD
~~Altered Multi-Animal (Up to 3 dogs) Permit- 3 Year~~	~~$100.00~~	Moved to CD
~~Breeder Permit~~	~~$500.00~~	Moved to CD

COMMUNITY DEVELOPMENT DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
APPLICATION/PERMIT		
Administrative Use Permit	$565.00	Increased by CPI-U 2.7% with Rounding
Conditional Use Permit (CUP):		
Amendment to an Approved CUP	$1,720.00	Increased by CPI-U 2.7% with Rounding
Minor (existing structures)	$1,720.00	Increased by CPI-U 2.7% with Rounding
Regular	$4,005.00	Increased by CPI-U 2.7% with Rounding
Master CUP/Planned Unit Development	$7,651.00 Deposit + Actual Cost + 10%	Increased by CPI-U 2.7% with Rounding
Development Agreement	$4,596.00 Deposit + Actual Cost + 10%	Increased by CPI-U 2.7% with Rounding
Development Agreement Amendment	$1,720.00 Deposit + Actual Cost + 10%	Increased by CPI-U 2.7% with Rounding
Finding of Consistency	$565.00	Increased by CPI-U 2.7% with Rounding
General Plan Amendment	$10,912.00 Deposit + Actual Cost + 10%	Increased by CPI-U 2.7% with Rounding
Historic Designation/Detachment of Site	$1,951.00	Increased by CPI-U 2.7% with Rounding
Home Occupation	$128.00	Increased by CPI-U 2.7% with Rounding
Mural Application	$154.00	Increased by CPI-U 2.7% with Rounding
Ordinance Interpretation	$282.00	Increased by CPI-U 2.7% with Rounding
Sidewalk Dining Permit	$77.00	Increased by CPI-U 2.7% with Rounding
Sign Permit:		
Non-illuminated	$154.00	Increased by CPI-U 2.7% with Rounding
Illuminated	$282.00	Increased by CPI-U 2.7% with Rounding
Banner	$36.00	Increased by CPI-U 2.7% with Rounding

COMMUNITY DEVELOPMENT DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
APPLICATION/PERMIT, CONTINUED		
Site Plan Review:		
Initial Minor (Existing Buildings no Expansion, Addition of one Residential Unit, Patio Covers, Carports, Solar Panels and Change of Occupancy within integrated shopping centers, the Historic District, and the mall)	$1,130.00	Increased by CPI-U 2.7% with Rounding
Initial Major or Subdivision/Parcel Map	$3,440.00	Increased by CPI-U 2.7% with Rounding
Resubmittal (First Resubmittal no Charge)	$847.00	Increased by CPI-U 2.7% with Rounding
Specific Plan	$10,142.00 Deposit + Actual Cost + 10%	Increased by CPI-U 2.7% with Rounding
Specific Plan Amendment	$5,058.00 Deposit + Actual Cost + 10%	Increased by CPI-U 2.7% with Rounding
Time Extensions	$565.00	Increased by CPI-U 2.7% with Rounding
Temporary Use Permit	$282.00	Increased by CPI-U 2.7% with Rounding
Right-of-Way Abandonment	$5,392.00	Increased by CPI-U 2.7% with Rounding
Variance	$4,005.00	Increased by CPI-U 2.7% with Rounding
Variance - Minor Deviation	$1,130.00	Increased by CPI-U 2.7% with Rounding
Variance - Signs	$3,440.00	Increased by CPI-U 2.7% with Rounding
Variance - Single Family Parcel	$2,850.00	Increased by CPI-U 2.7% with Rounding
Zone Change:		
Pre-Zone	$4,467.00	Increased by CPI-U 2.7% with Rounding
Rezone and Text Amendment	$8,961.00	Increased by CPI-U 2.7% with Rounding
Zoning Verification Letter	$154.00	Increased by CPI-U 2.7% with Rounding
Williamson Act Permits:		
Contract Cancellation	$6,881.00 Deposit + Actual Cost + 10%	Increased by CPI-U 2.7% with Rounding
Disestablishment	$2,285.00	Increased by CPI-U 2.7% with Rounding
New Contract	$565.00	Increased by CPI-U 2.7% with Rounding
Notice of Full Non-renewal	$154.00	Increased by CPI-U 2.7% with Rounding
Notice of Partial Non-renewal	$565.00	Increased by CPI-U 2.7% with Rounding
Appeal	$1,130.00	Increased by CPI-U 2.7% with Rounding
SUBDIVISION OF LANDS		
Tentative Subdivision Map - Up to 106 lots	$7,700.00 + $50.00 Recording Fee	Split fee - to recover cost
Tentative Subdivision Map - 107 - 199 lots	$8,500.00 + $50.00 Recording Fee	Split fee - to recover cost
Tentative Subdivision Map - 200 - 500 lots	$9,300.00 + $50.00 Recording Fee	Split fee - to recover cost
Tentative Subdivision Map - Over 500 lots	$10,300.00 + $50.00 Recording Fee	Split fee - to recover cost
MISCELLANEOUS		
~~CD of documents~~	~~$10.00~~	Remove, only digital

COMMUNITY DEVELOPMENT DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE			FEE AMOUNT	COMMENT
ELECTRICAL FEES, CONTINUED				
Unit Fees:				
Photovoltaic Systems - Residential & Small Commercial (up to 49KW)	**Plan Check**	**Inspection**	**Total**	
1 - 15 Kilowatts	$200.00 Each	$225.00	$425.00 Each (includes P.I. Fee)	Lowered inspection fee, per AB1124. Residential solar not to exceed $450
SolarApp+		$157.50		New fee

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT				COMMENT
MISCELLANEOUS & CODE COMPLIANCE FEES	**PERMIT ISSUANCE**	**PLAN CHECK**	**INSPECTION**	**UNIT**	
Address Assignments: Subdivisions	$20.00 first address		$3.15 Each Additional	Each	Added first address
Address Assignments: Infill Lot	$20.00				New fee
~~Siding - Stone and Brick Veneer~~	~~$50.00~~	~~$52.50~~	~~$105.00~~	~~up to 400 Sq Ft~~	Combine into "Exterior Coverings" fee
~~Stucco~~	~~$50.00~~	~~$35.00~~	~~$70.00~~	~~up to 400 Sq Ft~~	Combine into "Exterior Coverings" fee
~~All Others~~	~~$50.00~~	~~$52.50~~	~~$96.60~~	~~up to 400 Sq Ft~~	Combine into "Exterior Coverings" fee
~~Additional Siding (all types)~~		~~$0.16~~	~~$0.21~~	~~Sq Ft~~	Combine into "Exterior Coverings" fee
Swimming Pools/Spas	$50.00	$78.25	$210.00	Each	Increased inspection fee

COMMUNITY DEVELOPMENT DEPARTMENT

ANIMAL LICENSE		COMMENT
Altered Animal License Permit- 1 Year	$20.00	Added "Altered"
Altered Animal License Permit- 2 Year	$30.00	Added "Altered"
Altered Animal License Permit- 3 Year	$40.00	Added "Altered"
Altered Multi-Animal (Up to 3 dogs) Permit- 1 Year	$50.00	Added "Altered" and "(Up to 3 dogs)" per Muni Code
Altered Multi-Animal (Up to 3 dogs) Permit- 2 Year	$75.00	Added "Altered" and "(Up to 3 dogs)" per Muni Code
Altered Multi-Animal (Up to 3 dogs) Permit- 3 Year	$100.00	Added "Altered" and "(Up to 3 dogs)" per Muni Code
Breeder Permit	$500.00	Moved from PD
Replacement Dog/Cat Tag	$10.00 per Tag	Moved from PD
License Transfer Fee	$10.00 per Occurance	New
Unaltered Animal License	$60.00 Annual	New

COMMUNITY DEVELOPMENT DEPARTMENT

FIRE/LIFE SAFETY FEES			
FEE NAME/DESCRIPTION OF SERVICE		**FEE AMOUNT**	COMMENT
Annual Fire and Life Inspection without fire Sprinklers (A, B, M, L, S) **Assemblies great then 49 people shall be inspected quarterly*	per Occurrence	$105.00	Moved from Fire/Lower Fee
Fire and Life Safety Inspection With Fire Sprinklers	per Issuance	$157.50	Moved from Fire/Lower Fee
Additional fee when greater then 30 minutes for fire sprinkler buildings	>30 mins	$105.00	Moved from Fire/Lower Fee
All Other Inspection Type not Listed **Minimum 1 Hour*	per Hour	$105.00	New fee (CD)
Re-Inspection 2nd	per Occurrence	$105.00	Moved from Fire/Lower Fee
Re-Inspection 3rd	per Occurrence	$105.00	Moved from Fire/Lower Fee
Special Inspection <5000 sqft **Minimum 1 Hour*	per Hour	$105.00	Moved from Fire/Lower Fee
Special Inspection >5,000 sqft (C, F, H, I) **Minimum 1 Hour*	per Hour	$105.00	Moved from Fire/Lower Fee
Additional Service Fee	per Hour	$105.00	Moved from Fire/Lower Fee
Weed Abatement General Code Violation			Moved from Fire/Changed Wording
1st Violation		$200.00	Moved from Fire/Seperated Fees
2nd Violation		$400.00	Moved from Fire/Seperated Fees
3rd Violation		$800.00	Moved from Fire/Seperated Fees
Emergency Abatement Fee for Imminent Fire Hazard (Three attempts made)	per Issuance	Actual Cost + 33%	Description Change + Fee Change
Tent/Membrane Inspection	per Occurrence	$105.00	Moved from Fire/Lower Fee
Hotel/Motel 1-50 Units (R-1)	per Occurrence	$105.00	Moved from Fire/Lower Fee
Hotel/Motel +50 Units (R-1)	per Occurrence	$210.00	Moved from Fire/Lower Fee
Multi-Family Dwellings Inspection:			Moved from Fire
1-20 Units (R-2)	per Occurrence	$105.00	Moved from Fire/Lower Fee
21-50 Units (R-2)	per Occurrence	$131.25	Moved from Fire/Lower Fee
51-100 Units (R-2)	per Occurrence	$157.50	Moved from Fire/Lower Fee
+100 Units (R-2)	per Occurrence	$210.00	Moved from Fire/Lower Fee
Schools	per Occurrence	$105.00	Moved from Fire/Lower Fee
Hood Suppression Inspection **Commercial hood system shall be inspected semi annual*	per Occurrence	$105.00	Moved from Fire/Lower Fee
Hood Suppression Plan Check	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
Refrigerant an Monitoring System **Minimum 1 Hour*	per Hour	$105.00	Moved from Fire/Lower Fee
Tank Inspection **Minimum 1 Hour*	per Hour	$105.00	Moved from Fire/Lower Fee
Tank Plan Review	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change

COMMUNITY DEVELOPMENT DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE		FEE AMOUNT	COMMENT
Spray booth Inspection *Minimum 1 Hour	per Hour	$105.00	Moved from Fire/Lower Fee
Spray Booth Plan Review	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
Prospective License Pre-Inspection for all Child and Adult Day Care	per Issuance	$105.00	Moved from Fire/Lower Fee
Residential Care Home 24 Hour Care R 3.1 (et al.)	per Issuance	$131.25	Moved from Fire/Lower Fee
Residential Care Home 24 Hour Care Re-Inspection- R 3.1 (et al.)	per Issuance	$105.00	Moved from Fire/Lower Fee
Mobile Food Vendor Annual Inspection	per Issuance	$105.00	Moved from Fire/Lower Fee
Fire Alarm Plan Review:			Moved from Fire
1-15 Devices	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
16-50 Devices	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
51-100 Devices	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
101-500 Devices	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
+500 Devices	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
Fire Alarm Inspection & Testing	per Occurrence	$131.25	Moved from Fire/Lower Fee
Re-Inspection on Testing Devices	per Occurrence	$105.00	Moved from Fire/Lower Fee
Fire Sprinkler Plan Review:			
1-100 Heads	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
101-300 Heads	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
301-500 Heads	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
+500 Heads	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
Underground Fire Line Inspection	per Occurrence	$131.25	Moved from Fire/Lower Fee
Underground Fire Line Plan Review	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
Residential Field Inspection	per Occurrence	$105.00	Moved from Fire/Fee Change
Residential Plan Review Less Than 5000 sqft	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
Residential Plan Review Greater Than 5000 sqft	per Issuance	Actual Cost + 33%	Moved from Fire/Fee Change
Hazardous Materials Operational:			
Permit H-1	per Issuance	$472.50	Moved from Fire/Lower Fee
Permit H-2	per Issuance	$420.00	Moved from Fire/Lower Fee
Permit H-3	per Issuance	$393.25	Moved from Fire/Lower Fee
Permit H-4	per Issuance	$341.25	Moved from Fire/Lower Fee
Permit H-5	per Issuance	$288.75	Moved from Fire/Lower Fee
Fire and Life Safety Citation:			
First Offense		$500.00	Moved from Fire/Increased Fee
Second Offense		$100.00	Moved from Fire/Increased Fee
Third Offense		$2,000.00	Moved from Fire/Increased Fee

DEVELOPMENT IMPACT FEES

LAND USE CATEGORY	FIRE FEE PER UNIT	POLICE FEE PER UNIT	WATER FEE PER UNIT	COMMENT
Low Density Residential	$663.56	$360.07	$3,014.48	Fee Increase ENRCC 2.6%
Medium Density Residential	$373.00	$532.43	$1,685.14	Fee Increase ENRCC 2.6%
High Density Residential	$187.41	$172.69	$1,020.26	Fee Increase ENRCC 2.6%
Neighborhood Commercial	$0.55	$0.74	$1.28	Fee Increase ENRCC 2.6%
Regional Commercial	$0.46	$0.32	$1.13	Fee Increase ENRCC 2.6%
Service Commercial	$0.70	$0.10	$1.55	Fee Increase ENRCC 2.6%
Highway Commercial	$0.55	$0.25	$1.28	Fee Increase ENRCC 2.6%
Office Residential	$0.24	$0.44	$1.39	Fee Increase ENRCC 2.6%
Office	$0.26	$0.27	$0.89	Fee Increase ENRCC 2.6%
Neighborhood Mixed Use	$0.55	$0.71	$1.61	Fee Increase ENRCC 2.6%
Corridor Mixed Use	$0.55	$0.48	$1.45	Fee Increase ENRCC 2.6%
Downtown Mixed Use	$0.09	$0.42	$0.31	Fee Increase ENRCC 2.6%
Light Industrial	$0.16	$0.01	$1.81	Fee Increase ENRCC 2.6%
Heavy Industrial	$0.16	$0.01	$1.84	Fee Increase ENRCC 2.6%
Open Space	$0.00	$0.00	$0.00	Fee Increase ENRCC 2.6%
Public Facilities	$0.06	$0.09	$1.55	Fee Increase ENRCC 2.6%
Educational Facilities	$0.00	$0.00	$0.81	Fee Increase ENRCC 2.6%

DEVELOPMENT IMPACT FEES

LAND USE CATEGORY	WASTEWATER PER UNIT	PARKS FEE PER UNIT	STORM DRAIN PER ACRE	COMMENT
Low Density Residential	$2,581.62	$3,327.88	$2,934.01	Fee Increase ENRCC 2.6%
Medium Density Residential	$2,066.59	$2,980.37	$3,227.41	Fee Increase ENRCC 2.6%
High Density Residential	$1,884.29	$2,632.83	$3,520.79	Fee Increase ENRCC 2.6%
Neighborhood Commercial	$0.87	$0.00	$5,281.21	Fee Increase ENRCC 2.6%
Regional Commercial	$0.90	$0.00	$5,281.21	Fee Increase ENRCC 2.6%
Service Commercial	$0.88	$0.00	$5,281.21	Fee Increase ENRCC 2.6%
Highway Commercial	$0.87	$0.00	$5,281.21	Fee Increase ENRCC 2.6%
Office Residential	$1.87	$0.00	$3,520.79	Fee Increase ENRCC 2.6%
Office	$0.88	$0.00	$5,281.21	Fee Increase ENRCC 2.6%
Neighborhood Mixed Use	$1.70	$0.00	$5,281.21	Fee Increase ENRCC 2.6%
Corridor Mixed Use	$1.22	$0.00	$5,281.21	Fee Increase ENRCC 2.6%
Downtown Mixed Use	$0.53	$0.00	$4,222.89	Fee Increase ENRCC 2.6%
Light Industrial	$1.01	$0.00	$4,694.40	Fee Increase ENRCC 2.6%
Heavy Industrial	$1.16	$0.00	$4,694.40	Fee Increase ENRCC 2.6%
Public Facilities	$0.88	$0.00	$4,107.60	Fee Increase ENRCC 2.6%
Educational Facilities	$0.54	$0.00	$4,107.60	Fee Increase ENRCC 2.6%

DEVELOPMENT IMPACT FEES

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
Water and Wastewater		
~~Hydraulic modeling to identify utility impacts. Estimate based fee~~	~~Actual City and/or Consultant time and materials plus a 10% admin fee~~	Moved to Public Works
Traffic Impact Analysis Peer		
~~Estimate based fee~~	~~Actual City and/or Consultant time and materials plus a 10%~~	Moved to Public Works
Developer Agreements		
~~Estimate based fee~~	~~Actual City and/or Consultant time and materials plus a 10%~~	Moved to Public Works
Inspection Fees Subdivisions		
~~Initial deposit of 1% of initial estimated construction cost of all improvements as prepared by developer's engineers. Payment due prior to inspection of improvements. The deposit is to be replenished once 25% of funds remaining.~~	~~Actual City and/or Consultant cost for construction inspection(s) and/or other construction support services plus a 10% admin fee~~	Removed
~~Inspection Final Fee~~	~~The actual City and/or consultant cost of improvement~~	Moved to Public Works

DEVELOPMENT IMPACT FEES

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT		
LAND USE CATEGORY	REFUSE FEES PER UNIT		COMMENT
Residential Container/Equip	$600.66		Fee Increase ENRCC 2.6%
Commercial			
Per No. of 1 cubic yard dumpsters	$1,052.71		Fee Increase ENRCC 2.6%
Per No. of 2 cubic yard dumpsters	$1,325.17		Fee Increase ENRCC 2.6%
Per No. of 3 cubic yard dumpsters	$1,411.87		Fee Increase ENRCC 2.6%
Per No. of 4 cubic yard dumpsters	$1,795.79		Fee Increase ENRCC 2.6%

LAND USE CATEGORY	CIRCULATION FEES PER UNIT		COMMENT
Single-Family Residential	$4,165.20	Dwelling Unit	Fee Increase ENRCC 2.6%
Multi-Family Residential	$2,924.78	Dwelling Unit	Fee Increase ENRCC 2.6%
Senior Residential/Assisted Living	$1,514.61	Dwelling Unit	Fee Increase ENRCC 2.6%
Hotel/Motel (per room)	$2,651.52	Room	Fee Increase ENRCC 2.6%
Retail (<100KSF) unless specifically listed below	$12,142.23	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Retail (>100KSF)	$9,169.12	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Convenience Store- Without Gas Station	$109,906.35	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Gas Station- With or Without Convenience Store	$16,065.93	Fueling Position	Fee Increase ENRCC 2.6%
Motor Vehicle Sales, Minor and Major Repair	$2,300.26	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Restaurant- No Drive-thru	$23,485.18	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Restaurant with Drive-thru- Stand-alone	$107,337.30	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Restaurant with Drive-thru Within a Shopping Center	$28,857.23	1,000 Sq Ft	Fee Increase ENRCC 2.6%
General Office/Bank	$5,167.95	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Medical/Dental Office	$10,453.58	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Government	$3,164.33	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Industrial/Service Commercial	$2,080.04	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Warehouse/Distribution < 100,000 sq ft	$1,715.71	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Warehouse/Distribution > 100,000 sq ft	$825.10	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Mini Storage > 100,000 sq ft	$825.10	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Religious Institution or Public Facility	$2,247.36	1,000 Sq Ft	Fee Increase ENRCC 2.6%
Other uses option	$403.33	Trip	Fee Increase ENRCC 2.6%

DEVELOPMENT IMPACT FEES

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	
TYPE OF FEE	DEVELOPMENT FEE FOR SINGLE FAMILY	COMMENT
Storm Drainage per Acre	$2,934.01	Moved to separate from breakdown and add unit

SANITARY SEWER AREA	BENEFIT DISTRICT PER ACRE	COMMENT
9th Ave Area of Benefit District (10th Ave to		
Area generally south of Hanford-Armona Road	$1,032.66	Fee Increase ENRCC 2.6%
Area located Between Hanford-Armona Rd and Lacey Blvd	$1,535.08	Fee Increase ENRCC 2.6%
Areal located between Lacey Blvd and Grangeville Blvd	$2,312.61	Fee Increase ENRCC 2.6%
Area located between Grangeville Blvd and Hwy 43	$3,188.85	Fee Increase ENRCC 2.6%
12th Ave Area of Benefit District (11-1/2 Ave		
Area generally south of Hanford-Armona Road	$713.74	Fee Increase ENRCC 2.6%
Area located Between Hanford-Armona Rd and Lacey Blvd	$1,101.75	Fee Increase ENRCC 2.6%
Area located between Lacey Blvd and Grangeville Blvd	$1,497.96	Fee Increase ENRCC 2.6%
Area located between Grangeville Blvd and Fargo Ave	$1,990.35	Fee Increase ENRCC 2.6%
Area located between Fargo Ave and Flint Ave	$2,755.64	Fee Increase ENRCC 2.6%

DEVELOPMENT IMPACT FEES

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT		
IMPACT FEE CREDITS FROM WATER, WASTEWATER AND STORM DRAINANGE IMPACT FEES			
ITEM	**CREDIT PER UNIT**	**UNIT**	COMMENT
Water:			
~~Groundwater Well (1,500 gpm)~~	~~$1,448,824.65~~	~~Each~~	Remove
~~Pump Station (3 @ 3,100 gpm)~~	~~$4,831,993.46~~	~~Each~~	Remove
~~Pump Station (4 @ 1,400 gpm)~~	~~$3,305,529.77~~	~~Each~~	Remove
Storage Tank (1.5 MG)	at Developer's Cost	~~Each~~	Updated Fee Amount
Land for Storage Tank or Well	Appraised value or Developer's Cost, whichever is less.	Acre	Updated Fee Amount
Wastewater:			
Lift Station	$3,560.00	GPM	Increased Fee

PUBLIC WORKS DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
DEVELOPMENT IMPROVEMENT ENGINEERING SERVICES		
Fee of 2% of the estimated construction costs of all subdivision project improvements, as prepared by developer's engineer, plus a 10% admin fee for engineering services consisting of 1% for engineering services and 1% for management and inspection. Additional fees may apply for plan checks beyond the initial City consultant review.	1% - Due at time of plans submittal (includes initial City consultant review costs); and,1% - Due at time of map recordation or prior to construction, plus a 10% admin fee.	Description Change: Fee of 2% of the estimated construction costs of all subdivision project improvements, as prepared by developer's engineer, plus a 10% admin fee for engineering services consisting of 1% for engineering services and 1% for management and inspection. Additional fees may apply for plan checks beyond the initial City consultant review. Fee Amount Description Change: 1% - Due at time of plans submittal (includes initial City consultant review costs); and,1% - Due at time of map recordation or prior to construction. plus a 10% admin fee.
Final Subdivision & Parcel Map Filing and Review Fee	$1,073.00 (Kings County recording fees paid separately by the applicant)	Avg (15) hours for initial map intake, processing, coordination & subsequent project mgmt + (2) hours of staff admin time to facilitate recording of the map at recorder's office. Assoc. Surveyor @ $64.85/hr x 15 = $972.75 Administration @ $50/hr x 2 = $100 Total = $1,072.75
Parcel Merger/Lot Line Adjustment Filing Fee	$ 1,725.00 (Kings County recording fees paid separately by the applicant)	Add "Lot Line Adjustment" fee line item from Planning Division section. This is now handled by PW., Change description and added "Filling Fee" Under fee amount: add the the $50 recording fee time to the orginal $1675 amount and add wording "Kings County recording fees paid separately by the applicant"
Surveyor Map & Plan Review	Actual City and/or Consultant cost for revew, plus a 10% admin fee	Add "Surveyor Map & Plan Review" fee line item from Planning Division section. This is now handled by PW.
Water and Wastewater Impact Analysis		
Hydraulic modeling to identify utility impacts. Estimate based fee	Actual City and/or Consultant time and materials plus a 10% admin fee	Moved from Impact Fees section
Traffic Impact Analysis Peer Review		
Estimate based fee	Actual City and/or Consultant time and materials plus a 10% admin fee	Moved from Impact Fees section
Developer Agreements		
Estimate based fee	Actual City and/or Consultant time and materials plus a 10% admin fee	Moved from Impact Fees section
Inspection Fees Subdivisions		
Inspection Final Fee	The actual City and/or consultant cost of improvement inspections plus a 10% admin fee	Moved from Impact Fees section

PUBLIC WORKS DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
GRADING PLAN REVIEW		
Residential: Single Family Residence	$1,078.00	Increase by CPI-U 2.7%+Rounding
Two or Three Units	$1,849.00	Increase by CPI-U 2.7%+Rounding
Four through Eight Units	$3,132.00	Increase by CPI-U 2.7%+Rounding
Eight or More Units	$4,519.00	Increase by CPI-U 2.7%+Rounding
Commercial: Sites less than one-half acre	$2,773.00	Increase by CPI-U 2.7%+Rounding
Sites from one-half to one acre	$4,313.00	Increase by CPI-U 2.7%+Rounding
Sites one to five acres	$5,854.00	Increase by CPI-U 2.7%+Rounding
Sites over five acres	$5,854.00 plus $87/acre	Increase by CPI-U 2.7%+Rounding
Permit Extensions	$26.00	Increase by CPI-U 2.7%+Rounding
ENCROACHMENT PERMIT		
Annual Permit	$257.00	Increase by CPI-U 2.7%+Rounding
Annual Permit (Utilities)	$1,027.00	Increase by CPI-U 2.7%+Rounding
Annual Permit (Trees)	$924.00	Increase by CPI-U 2.7%+Rounding
Regular Encroachment Permit	$375.00	Increase by CPI-U 2.7%+Rounding
TRANSPORTATION PERMIT		
Annual Permit	$92.00	Increase by CPI-U 2.7%+Rounding
Regular Transportation Permit	$17.00	Increase by CPI-U 2.7%+Rounding

REFUSE DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
Temporary Bin Rental		
1YD (4 Empties per month)	$89.42	Includes a 10% increase, to reflect the rate study increase approved
2YD (4 Empties per month)	$112.46	Includes a 10% increase, to reflect the rate study increase approved
3YD (4 Empties per month)	$135.52	Includes a 10% increase, to reflect the rate study increase approved
Special Event Can Services		
Delivery Fee (for each eighteen (18) 96 gallon containers up to 54 event cans)	$30.93	Increase by 10% to remain consistent with the new rate study approved
Empty Fee (per container per empty and disposal of waste)	$13.62	Increase by 10% to remain consistent with the new rate study approved
Cleaning Fee (per container to clean and restock)	$2.48	Increase by 10% to remain consistent with the new rate study approved
Special Event Bin Services		
Delivery Fee (each bin up to five (5) 2yd or 3yd commercial bins)	$30.93	Increase by 10% to remain consistent with the new rate study approved
Empty Fee (per 2yd bin)	$28.47	Increase by 10% to remain consistent with the new rate study approved
Empty Fee (per 3yd bin)	$33.41	Increase by 10% to remain consistent with the new rate study approved
Cleaning Fee (per container to clean and restock)	$18.56	Increase by 10% to remain consistent with the new rate study approved
Extra Empties		
96G Extra Empty	$13.42	New-Rate previously approved by council, increased by 10% to remain consistent with the new rate study approved
64G Extra Empty	$10.52	New-Rate previously approved by council, increased by 10% to remain consistent with the new rate study approved
1YD Extra Empty	$22.36	New-Rate previously approved by council, increased by 10% to remain consistent with the new rate study approved
2YD Extra Empty	$28.14	New-Rate previously approved by council, increased by 10% to remain consistent with the new rate study approved
3YD Extra Empty	$33.91	New-Rate previously approved by council, increased by 10% to remain consistent with the new rate study approved
4YD Extra Empty	$39.67	New-Rate previously approved by council, increased by 10% to remain consistent with the new rate study approved
6YD Extra Empty	$51.18	New-Rate previously approved by council, increased by 10% to remain consistent with the new rate study approved
Contamination Violation		
1st Violation (Escalating Fine)	$0.00	New-Mandated by CalRecycle (1st violation is a warning for education)
2nd Violation (Escalating Fine)	$50.00	New-Mandated by CalRecycle
3rd Violation (Escalating Fine)	$100.00	New-Mandated by CalRecycle
4th Violation (Escalating Fine)	$250.00	New-Mandated by CalRecycle
Miscellaneous		
Monthly Lock Service Fee	$9.90	New-Rate previously approved by council, increased by 10% to remain consistent with the new rate study approved
Passenger Tires	$10.00	New-consistant with KWRA charges
Truck Tires	$15.00	New-consistant with KWRA charges
Appliances	$15.00	New-consistant with KWRA charges

WASTEWATER DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
Boundary Overages		
Flow per Gallon per Day	$0.11 per Gallon per Day	5% increase, to recover increasing cost
BOD per Pound per Day	$32.81 per Pound per Day	5% increase, to recover increasing cost
TSS per Pound per Day	$32.81 per Pound per Day	5% increase, to recover increasing cost
Wastewater Permits		
Permit Fee for: Fats, Oils, and Grease (FOG) / Food Service Establishment / Non-significant Industrial User/Commercial User	$300.00 per Five-Year Permit	New fee - to recover cost

AIRPORT DEPARTMENT

FEE NAME/DESCRIPTION OF SERVICE	FEE AMOUNT	COMMENT
Covered T-Spaces (1-10 & 20-40)	$99.00 per Month	Increase by CPI-U 2.7%+Rounding
T-Hangar Spaces (11-19)	$204.00 per Month	Increase by CPI-U 2.7%+Rounding
Port-a-Port (1,200 sq. ft. or less)	$701.00 per Year	Increase by CPI-U 2.7%+Rounding
Port-a-Port (1,800 sq. ft. to 2,100 sq. ft.)	$713.00 per Year	Increase by CPI-U 2.7%+Rounding
Hangar Ground Lease (0 to 1,600 sq. ft.)	$897.00 per Year	Increase by CPI-U 2.7%+Rounding
Hangar Ground Lease (1,601 sq. ft. to 2,300 sq. ft.)	$1,000.00 per Year	Increase by CPI-U 2.7%+Rounding
Hangar Ground Lease (2,301 sq. ft. to 4,500 sq. ft.)	$1,093.00 per Year	Increase by CPI-U 2.7%+Rounding
Hangar Ground Lease (4,501 sq. ft. to 5,000 sq. ft.)	$2,104.00 per Year	Increase by CPI-U 2.7%+Rounding
Hangar Ground Lease (5,001 sq. ft. and above)	$0.429 per sqft	Increase by CPI-U 2.7%+Rounding
Heavy Appliance Electricity Surcharge	$41.00 per Month	SCE rate increase of 10%+Rounding

AGENDA
STAFF REPORT

MEETING DATE: 6/2/2026	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Authorize the Mayor to Sign a regional Letter of Support for the Lemoore Naval Air Station for home basing of new strike fighter squadrons

---

RECOMMENDATION:

Recommendation: Authorize the Mayor to sign a joint Letter of Support for the Lemoore Naval Air Station for home basing of new strike fighter squadrons.

Recommended Motion: I move to authorize the Mayor to sign a joint Letter of Support for the Lemoore Naval Air Station for home basing of new strike fighter squadrons.

BACKGROUND:

For sixty-five (65) years, NAS Lemoore has served as the vital link between California's seaport facilities and the Pacific Fleet's tactical needs, playing a critical role in national defense. Located in a rural, sparsely populated area, the station serves as a strategic location by offering "unimpeded training" and superior airspace for high-intensity training, away from major metropolitan areas. As the U.S. Navy's largest and only West Coast "Master Jet Base," NAS Lemoore serves as the premier training and operational hub for Pacific Fleet Strike Fighter Squadrons.

The City of Visalia is helping lead a regional effort to provide a letter of support to the United States Navy advocating for the home basing of new F-35C Lightning II Joint Strike Fighter Squadrons at NAS Lemoore. In the July/August timeframe, it is expected that the Secretary of the Navy will announce the selected location of new F-35C Lightning II Joint Strike Fighter Squadrons in the transition to the next generation fighter from the existing FA-18E/F fighter. The decision is expected to be between NAS Lemoore and NAS Oceana in Virginia Beach, Virginia. NAS Lemoore is widely regarded as the preferred location due to its rural setting, compatible land uses, and exceptional training environment.

The City of Hanford and communities throughout California's Central Valley recognize and greatly value the substantial economic impact NAS Lemoore provides to the region. As one of the largest regional employers, the station contributes significantly to the local economies, generating more than $1 billion in economic impact and supporting thousands of jobs. Attached is a fact sheet from the recent Environmental Impact Study conducted.

FISCAL IMPACT:

None - but the action to support will support a major economic factor in the region and directly to the City of Hanford.

ATTACHMENTS:

1. Project Overview - Navy Transition from FA-18E-F Squadrons to F-35C Squadrons

PROJECT OVERVIEW

Navy's Transition from FA-18E/F Squadrons to F-35C Squadrons

December 2025

What is the Navy Proposing?



The proposed action is the transition of seven existing FA-18E/F squadrons at the Navy's master jet bases (Naval Air Station [NAS] Lemoore, California or NAS Oceana, Virginia) to F-35C Lightning II Joint Strike Fighter squadrons by home basing 70 new F-35C aircraft (10 aircraft per squadron) over an approximate 10-year period. The Navy is preparing an Environmental Impact Statement (EIS) in accordance with the National Environmental Policy Act (NEPA) to evaluate the Proposed Action.

Home basing F-35C aircraft at NAS Lemoore or NAS Oceana would require facility and infrastructure construction and upgrades to help support the transition. Construction activities may include demolition, renovations, new construction, and other facility or utility upgrades.

The EIS will assess both the quantity of training operations at NAS Lemoore and NAS Oceana and their local operating areas, and the potential environmental effects of changes in personnel associated with the Proposed Action.

When Would the Proposed Action Take Place?

The Proposed Action would begin with the start of facility construction required to support squadron transition and aircraft home basing. Implementation would begin no earlier than 2028 and is anticipated to be completed by 2039.

What Alternatives May Be Considered in the EIS?

Preliminarily, two action alternatives have been identified as follows:

- Alternative 1 – Transition Seven FA-18E/F Squadrons to F-35C Squadrons at NAS Lemoore
- Alternative 2 – Transition Seven FA-18E/F Squadrons to F-35C Squadrons at NAS Oceana

SCOPING

Scoping is one of the first steps in the EIS process, and public input during this period is important. Alternatives are currently being identified for further study. No decisions about the Proposed Action have been made, and the impact analysis has not yet begun.

During the scoping period the public can submit comments about alternatives and effects of the Proposed Action, relevant information, studies, or analyses in the following ways:

- Submit comments electronically via the project website: www.nepa.navy.mil/F35C
- Mail written comments to: Naval Facilities Engineering Systems Command Atlantic Attn: Code EV21JB 6506 Hampton Blvd. Norfolk, VA 23508 -1212

Comments must be sent by 11:59 p.m. January 4, 2026 if sent electronically, or postmarked January 4, 2026 if mailed.

What Types of Actions Require an EIS?

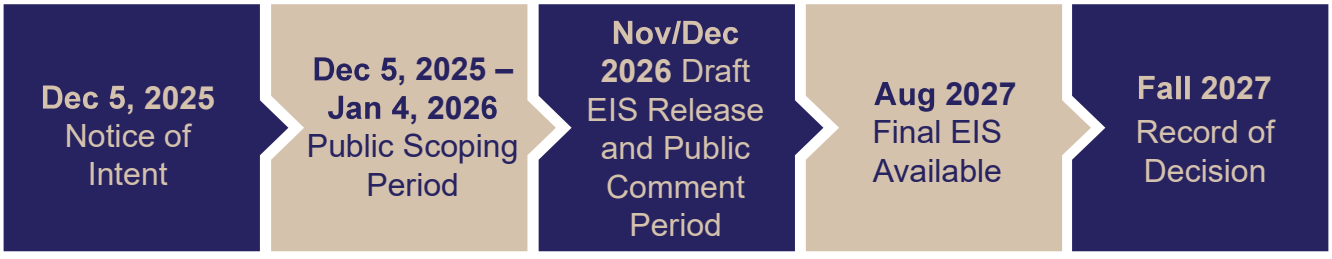
NEPA requires federal agencies planning to undertake a major federal action that would significantly affect the quality of the human environment to document and analyze the reasonably foreseeable effects of the agency's action and to consider a reasonable range of alternatives to that action. The agency satisfies this requirement by preparing an EIS. This process ensures agencies consider the environmental consequences of their actions in their decision making, along with economic and technical considerations, and promotes transparency and public participation by affording opportunities for public participation and comment.

What is the NEPA Process for an EIS?

The Navy's process for preparing an EIS includes:

- Publication of a notice of intent (NOI) to prepare an EIS. The NOI provides an overview of the proposed project and the scope of the EIS.
- Scoping period to allow the public and government agencies to review the Proposed Action and provide input to help determine what the EIS will address.
- Preparation of a Draft EIS (DEIS).
- Public and government agency review of the DEIS (typically 45 days). The DEIS is made available to the public, government agencies, and other stakeholders for review and comment. Public meetings may be held during the review period to record comments from interested parties.
- Preparation of a Final EIS (FEIS) incorporating and responding to substantive comments on the DEIS.
- Record of Decision (ROD). The agency issues a ROD summarizing the final decision and selected measures for mitigation (if any) of adverse environmental effects of the chosen alternative.

Two Year NEPA Process Timeline Navy F-35C Squadron Transition EIS



AGENDA
STAFF REPORT

MEETING DATE: 6/2/2026	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Authorize the Mayor to Sign a Letter Opposing Senate Bill 866 (Blakespear) Relating to Housing Element Homelessness Reporting Requirements

---

RECOMMENDATION:

Recommendation: Adopt a motion authorizing the Mayor to sign a letter opposing Senate Bill 866 (Blakespear), which would impose additional homelessness-related reporting requirements on cities through the Housing Element process without providing funding or administrative support.

Recommended Motion: I move to authorize the Mayor to sign a letter opposing Senate Bill 866 (Blakespear), which would impose additional homelessness-related reporting requirements on cities through the Housing Element process without providing funding or administrative support.

BACKGROUND:

Senate Bill 866 (Blakespear) proposes amendments to state Housing Element law that would require cities that do not currently receive direct Homeless Housing, Assistance, and Prevention (HHAP) funding to collect and report extensive homelessness-related performance metrics as part of their Housing Elements.

Currently, HHAP funding is distributed to counties, Continuums of Care (CoCs), and 14 large cities with populations over 300,000. Recipients of HHAP funding are already required to prepare regional homelessness action plans and report specific system performance metrics to the California Department of Housing and Community Development (HCD).

SB 866 would extend similar reporting requirements to smaller and mid-sized cities that do not receive direct HHAP funding. The bill would require cities to collect and report data related to homelessness trends, including information that may be outside the jurisdictional authority or operational control of cities, such as homelessness resulting from release from institutional settings including jails, prisons, and hospitals.

The proposed legislation would create substantial new administrative responsibilities for cities that currently do not receive direct state homelessness funding. Many of the required data points are already collected regionally through Continuums of Care and annual Point-in-Time Counts. SB 866 would duplicate those efforts by requiring individual cities to separately collect and report similar information through the Housing Element process.

Additionally, the bill would impose these requirements without providing funding to support staffing,

data collection systems, or program administration. Smaller and mid-sized cities could face significant challenges in gathering information that is controlled by counties, state agencies, healthcare providers, or correctional institutions.

The League of California Cities (Cal Cities) has taken an opposition position on SB 866, citing concerns regarding unfunded mandates, duplicative reporting requirements, administrative burdens, and the potential impact on Housing Element compliance. Authorizing the Mayor to sign a letter of opposition would align the City with the position adopted by Cal Cities and communicate the City's concerns to the Legislature.

FISCAL IMPACT:

There is no immediate fiscal impact associated with authorizing the Mayor to sign the opposition letter. However, if enacted, SB 866 could result in future administrative costs associated with additional Housing Element reporting requirements.

ATTACHMENTS:

1. Oppostion Letter

June 2, 2026

The Honorable
Senator/Assemblymember
State Capitol, Room
Sacramento, CA 95814

RE: SB 866 (Blakespear) Homeless Housing, Assistance, and Prevention program: housing element.

Dear Senator/Assemblymember,

The City of Hanford must respectfully oppose SB 866 (Blakespear). SB 866 would require all but 14 cities to add extensive homelessness reporting requirements to their housing elements, targeting cities that do not receive state funding to address homelessness.

Currently, the state's flagship homelessness grant program, the Homeless Housing, Assistance, and Prevention (HHAP) program, allocates funding to all 58 counties, 44 Continuums of Care (CoCs), and the 14 cities in California with populations over 300,000. To receive HHAP funding, grantees must submit a regionally coordinated homelessness action plan to the Housing and Community Development (HCD) Department that includes specific system performance metrics.

SB 866 would copy these system performance metrics from the HHAP regional plans and impose them as a separate reporting requirement only on cities not receiving state funding – forcing them to track these metrics in their housing elements. Some of the metrics are nearly impossible for cities to collect. For example, the bill requires cities to share information about the number of people who become homeless after exiting institutional settings, including jails, prisons, and hospitals. These are systems operated by counties, the state, or private entities, not cities.
Additionally, some of the data required under SB 866 is already collected through existing systems. CoCs receive federal funding to conduct annual point-in-time counts to gather key homelessness data. This data includes the number of individuals who are unhoused and if an

individual has been unhoused long enough to be considered chronically homeless. Despite this information being collected and publicly shared by CoCs, SB 866 shifts the responsibility for collecting and reporting it to cities, without providing us with any additional funding to do so.

The data requirements in SB 866 would create significant administrative burdens for communities that already do not receive state financial support to address homelessness. The challenge of collecting and reporting this data may jeopardize our ability to achieve a compliant housing element and potentially subject us to legal action by the state.

Although we understand the goal of increasing transparency around the efforts of smaller cities to address the state's homelessness crisis, it can't be at the expense of burdening the smallest cities with housing element requirements that will not be equally applied to other local governments.

Each year, the Legislature introduces bills that significantly complicate cities' efforts to secure housing element certification. These multi-year planning efforts are already complex, time-consuming, and expensive. SB 866 would add yet another layer of reporting requirements – through a non-reimbursable state mandate – placing a disproportionate burden on smaller cities. For these reasons, the City of Hanford must respectfully oppose SB 866 (Blakespear).

Sincerely,

Mark Kairis
Mayor
City of Hanford

cc. Senator Melissa Hurtado
Assemblymember Alexandra Macedo
League of California Cities, cityletters@cacities.org

AGENDA
STAFF REPORT

MEETING DATE: 6/2/2026	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Appropriate $55,588.86 from the Housing Unencumbered Fund (Fund 0101) to cover Community Development Block Grant (CDBG) Public Service Activity expenditures under the 2024 Action Plan for Fiscal Year (FY) 2024–2025 that were not reimbursable, due to exceeding the 15% annual grant allocation regulated by the U.S. Department of Housing and Urban Development

---

RECOMMENDATION:

Recommendation: Staff recommends that the City Council appropriate $55,588.86 from the Housing Unencumbered Fund (Fund 0101) to cover CDBG Public Service Activity expenditures under the 2024 Action Plan for Fiscal Year (FY) 2024–2025 that were not reimbursable, due to exceeding the 15% annual grant allocation regulated by the US Department of Housing and Urban Development.

Recommended Motion: I move to appropriate $55,588.86 from the Housing Unencumbered Fund (Fund 0101) to cover CDBG Public Service Activity expenditures under the 2024 Action Plan for Fiscal Year (FY) 2024–2025 that were not reimbursable, due to exceeding the 15% annual grant allocation regulated by the US Department of Housing and Urban Development.

BACKGROUND:

This item addresses a compliance matter related to the Community Development Block Grant (CDBG) public services cap under the 2024 Action Plan for Fiscal Year (FY) 2024–2025.

Public service activities were initially planned within the 15% cap based on projected program income included in the approved Action Plan. However, the Consolidated Annual Performance and Evaluation Report (CAPER) applies the cap using actual program income received during the prior reporting period. This difference resulted in reported public service expenditures exceeding the 15% annual grant allocation by $55,588.86. See Attachment A.

The Housing Unencumbered Fund (Fund 0101) consists of legacy program funds from housing and economic development activities that are not restricted or tied to HUD funding requirements and may be used to cover the ineligible expenses. This fund may be used to support affordable housing activities as well as low-mod income support activities (similar to former Redevelopment and Successor Agency funds).

This action is to ensure compliance with U.S. Department of Housing and Urban Development (HUD) requirements and to align the City's financial records with final reported grant activity. Going forward, staff will calculate the public service cap based on the prior year's program income and will monitor public service-related draws throughout the year to ensure compliance with CDBG requirements and

prevent expenditures from exceeding the allocated cap.

FISCAL IMPACT:

Approval of this item will appropriate $55,588.86 from the Housing Unencumbered Fund (Fund 0101) to reimburse the CDBG Entitlement Fund (Fund 0131) for prior year non-reimbursable expenditures.

ATTACHMENTS:

1. 2024 Public Services Budget Adjustment Summary

Attachment A

PY 2024 CDBG Public Services – Budget Adjustment Summary

Summary of the PY 2024 Community Development Block Grant (CDBG) Public Services budget, including approved allocations and actual expenditures.

	2024 ACTION PLAN	2024 CAPER (PR26)
Entitlement Allocation	$544,484.00	$544,484.00
Program Income (PI)	$398,895.00	$116,024.00
Additional PI Received	$208,892.00	$0.00
Total Budget	$1,152,271.00	$660,508.00
15 percent cap	$172,840.65	$99,076.20

CDBG 2024 Program/Service	Council Approved Budget	Actual Expenditures
Continuum of Care Support	$10,000.00	$8,328.81
Kings Community Action Organization - Program Support	$36,000.00	$36,000.00
Kings Commission on Aging (Meals and Rental/Utility Assistance	$78,000.00	$78,000.00
Kings Commission on Aging (Meals and Rental/Utility Assistance Prior Year		$17,000.00
Parks and Recreation Programs	$14,000.00	$15,060.00
Total	$138,000.00	$154,388.81

15% CAP (Max Allowance)	$99,076.20
IDIS Public Service Disbursement Requested	$98,799.95
Actual Public Service Expenditures	$154,388.81
Ineligible Amount	-$55,588.86

AGENDA
STAFF REPORT

MEETING DATE: 6/2/2026	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Adopt Resolution No. 26-30-R supporting the City's grant application to the Federal Railroad Administration (FRA) Railroad Crossing Elimination (RCE) Grant for the Grangeville Boulevard at BNSF grade separation Project Final Design Phase, and approve an appropriation of $24,937 from the Gas Tax Fund (0044) for grant writing support from TRC Engineers, Inc. for the FRA-RCE Final Design Phase and the SH190 Grade Separation Fund applications.

RECOMMENDATION:

Recommendation:
That the City Council, by motion:
1. Adopt Resolution 26-30-R authorizing the submission of a grant application for the Grangeville Boulevard at BNSF Railroad Grade Separation Project from the Federal Railroad Administration Railroad Crossing Elimination Grant Program (FRA-RCE) to complete the Final Design Phase; and
2. Approve an appropriation of $24,937 from Gas Tax Fund (0044) for grant writing consultant assistance from TRC Engineers, Inc.

Recommended Motion:
I make a motion to:
1. Adopt Resolution 26-30-R authorizing the submission of a grant application for the Grangeville Boulevard at BNSF Railroad Grade Separation Project from the Federal Railroad Administration Railroad Crossing Elimination Grant Program (FRA-RCE) to complete the Final Design Phase; and
2. Approve an appropriation of $24,937 from Gas Tax Fund (0044) for grant writing consultant assistance from TRC Engineers, Inc.

BACKGROUND:

Staff is currently working on a report for recommendation of award to TRC Engineers, Inc (who are also on the existing A&E Consultant On-Call List) to provide engineering services for the **Project Development Phase** of the Grangeville Boulevard at BNSF Railroad Grade Separation Project. This project phase was awarded $1,656,000 of funding through the Federal Railway Administration's (FRA) Railroad Crossing Elimination (RCE) program to complete the phase (Attachment 1). The city has provided a 20% match to the budget in the amount of $414,000, for a total project budget of $2,070,000 to complete the Project Development Phase. For reference, a copy of the grant award and TRC's Statement of Qualifications is attached.

Right of Way and Utility Relocation Phase funds have been secured by a $2 million federal earmark through the efforts of Senator Padilla confirmed earlier this year. There is no local match requirement with the federal earmark.

The next phase of the project is the **Final Design Phase**. The FRA has released the 2026 RCE Notice of Funding Opportunity (NOFO), and City staff intends to submit a competitive FRA-RCE grant application before the June 8, 2026 deadline. The amount of the grant request will be determined during the application process, and staff intends to bring a request back to Council for the appropriations for a 20% match in funding. Staff estimates engineering for the final design phase to be approximately $4M to 5M of which the City's match will be $800K to $1M; based on an estimated project construction cost of $50M.

It is estimated that award announcements will be made in January 2027. At the time of the grant funding award obligation, the city will have completed the NEPA and right of way assessments as well as 60% design plans for the project. To complete the project and have a full construction ready package, the Final Design phase must be completed, and Federal Grant funding is necessary for the city to complete this phase.

TRC Engineers, Inc. has submitted a proposal for Federal Grant Writing services for the FRA-RCE Final Design Phase in the amount of $24,937 (Attachment 2). TRC Engineers, Inc. will additionally apply for the State Grant funding through the California Public Utilities Commission (CPUC) SH190 Grant, which provides $5M - $15M in funding for construction costs.

The FRA-RCE grant program requires that the city provide a 20% match of the fund request. When the grant request amount is determined through TRC Engineers, Inc.'s provided grant writing services, staff will bring the item back to City Council to request the appropriations for the City's 20% match if the grant is awarded to the city. Although this grant provides an opportunity, leveraging local transportation funds will be challenging as there are many needs throughout the City. Without pursuing grant funding for this project, it is unlikely the City will have enough funding to move forward on this project within the next 5 years at a minimum.

Staff requests adopting Resolution No. 26-30-R (Attachment 3) to formally support the Grangeville Boulevard at the BNSF Grade Separation Project Final Design Phase and authorize the submittal of the FRA-RCE grant application.

FISCAL IMPACT:

An appropriation of $24,937 from the Gas Tax Fund (0044) is requested for grant writing consultant assistance from TRC Engineers, Inc.

If awarded, the FRA-RCE Grant would support the Final Design Phase of the project. Staff will bring an item before Council at a future meeting to request appropriations for a 20% match in funding for the Final Design Phase if the grant is awarded to the City.

ATTACHMENTS:

1. Grant Acceptance for Project Development Phase
2. Work Order No. 1 - FRA-RCE Grant Writing Services
3. Resolution 26-30-R
4. AGREEMENT FOR FEDERAL SERVICES - TRC-EXECUTED

U.S. Department of Transportation

Federal Railroad Administration

Grant Agreement

1. RECIPIENT NAME AND ADDRESS CITY OF HANFORD 319 N Douty St Hanford, CA 93230-3951	2. AGREEMENT NUMBER: 69A36526421340RCECA 3. AMENDMENT NO. 0 4. PROJECT PERFORMANCE PERIOD: FROM 03/01/2026 TO 07/31/2029 5. FEDERAL FUNDING PERIOD: FROM 03/01/2026 TO 07/31/2029
1A. IRS/VENDOR NO. 946000345	6. PRE-AWARD AUTHORITY: No 6A. PRE-AWARD DATE: N/A
1B. UEI. DJUXR18MN678 1C. DUNS.	7. ACTION New
8. ASSISTANCE LISTING#: 20.327	
9. PROJECT TITLE Grangeville Boulevard at BNSF Grade Separation	

TITLE	FEDERAL	NON-FEDERAL	TOTAL
10. PREVIOUS AGREEMENTS	0.00	0.00	0.00
11. THIS AGREEMENT	1,656,000.00	414,000.00	2,070,000.00
12. TOTAL AGREEMENT	1,656,000.00	414,000.00	2,070,000.00
12A. OTHER FEDERAL FUNDING			0.00

13. INCORPORATED ATTACHMENTS

THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:

General Terms and Conditions, Attachment 1; Project Specific Terms and Conditions, Attachment 2; Exhibits, Attachment 3

14. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT

Sections 22104 and 22305 of the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58 (2021); 49 U.S.C. § 22909 / Advanced Appropriation in the IIJA, Division J, Title VIII, Public Law 117-58 (2021)

15. REMARKS

GRANTEE ACCEPTANCE		AGENCY APPROVAL	
16. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Mr. Chris Tavarez City Manager		18. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL Matthew Mielke Chief, Midwest Region	
17. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL Electronically Signed	17A. DATE 04/29/2026	19. SIGNATURE OF AUTHORIZED FRA OFFICIAL Electronically Signed	19A. DATE 04/29/2026

AGENCY USE ONLY

20. OBJECT CLASS CODE/EXPENDITURE TYPE: 41010	21. ORG. CODE/EXPENDITURE ORG. : 9000000000

22. ACCOUNTING CLASSIFICATION CODES

DOCUMENT NUMBER	FUND/PROJECT	BY	BPAC/TASK	AMOUNT
69A36526421340RCECA	27X0760724	2026	10030501AA	1,656,000.00

AWARD ATTACHMENTS

CITY OF HANFORD 69A36526421340RCECA

1. General Terms and Conditions, Attachment 1
2. Project Specific Terms and Conditions, Attachment 2
3. Exhibits, Attachment 3

U.S. Department of Transportation
Federal Railroad Administration

Attachment 1

GENERAL TERMS AND CONDITIONS

Revision Date: November 19, 2025

General Terms and Conditions
Table of Contents

ATTACHMENT 1 7
ARTICLE 1: TERMS AND CONDITIONS 7
1.1 General Terms and Conditions 7
1.2 Project-Specific Terms and Conditions 7
1.3 Program-Specific Clauses 7
1.4 Exhibits 8
ARTICLE 2: FRA ROLE AND RESPONSIBILITIES 8
2.1 FRA Role 8
2.2 FRA Professional Staff 8
ARTICLE 3: RECIPIENT ROLE 9
3.1 Representations and Acknowledgments on the Project 9
3.2 Representations on Authority and Capacity 9
The Recipient represents that: 9
3.3 FRA Reliance 10
3.4 Project Delivery 10
3.5 Rights and Powers Affecting the Project 10
3.6 Notification of Changes to Key Personnel 11
ARTICLE 4: AWARD AMOUNT, OBLIGATION, AND TIME PERIODS 11
4.1 Federal Award Amount 11
4.2 Federal Obligations 11
4.3 Maximum Funding Amount 11
4.4 Budget Period 11
4.5 Period of Performance 11
ARTICLE 5: STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES 11
5.1 Notification Requirement 11
5.2 Scope and Statement of Work Changes 12
5.3 Schedule Changes 12
5.4 Budget Changes 12
5.5 Project Cost Savings 13
5.6 FRA Acceptance of Changes 13

ARTICLE 6: GENERAL REPORTING TERMS 14
6.1 Alternative Reporting Methods 14
6.2 Paperwork Reduction Act Notice 14
ARTICLE 7: PROGRESS AND FINANCIAL REPORTING 14
7.1 Quarterly Project Progress Reports and Recertifications 14
7.2 Final Progress Reports and Financial Information 15
7.3 Real Property Reporting 15
ARTICLE 8: PERFORMANCE MEASUREMENT AND REPORTING 15
8.1 Baseline Performance Measurement 15
8.2 Post-Project Performance Measurement 15
8.3 Project Outcomes Report 16
8.4 General Performance Measurement Requirements 16
8.5 Outcome Measurement and Reporting Survival 16
ARTICLE 9: NONCOMPLIANCE AND REMEDIES 16
9.1 Noncompliance Determinations 16
9.2 Remedies 17
9.3 Other Oversight Entities 18
ARTICLE 10: AGREEMENT SUSPENSION AND TERMINATION 18
10.1 Suspension of Award Activities 18
10.2 FRA Termination 19
10.3 Closeout Termination 19
10.4 Post-Termination Adjustments 19
10.5 Non-Terminating Events 19
ARTICLE 11: MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS 20
11.1 Recipient Monitoring and Record Retention 20
11.2 Financial Records and Audits 20
11.3 Internal Controls 21
11.4 FRA Record Access 21
11.5 Site Visits 21
ARTICLE 12: CONTRACTING AND SUBAWARDING 21
12.1 Buy America 21
12.2 Small and Disadvantaged Business Requirements 22
12.3 Engineering and Design Services [Reserved] 22

12.4 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment ... 22
12.5 Pass-Through Entity Responsibilities ... 22
12.6 Local Hiring Preference for Construction Jobs ... 22
12.7 Procurement ... 22
ARTICLE 13: COSTS, PAYMENTS, AND UNEXPENDED FUNDS ... 23
13.1 Limitation of Federal Award Amount ... 23
13.2 Project Costs ... 23
13.3 Timing of Project Costs ... 23
13.4 Recipient Recovery of Federal Funds ... 23
13.5 Unexpended Agreement Federal Funds ... 23
13.6 Interest Earned ... 24
13.7 Timing of Payments to the Recipient ... 24
13.8 Payment Method ... 24
13.9 Information Supporting Expenditures ... 24
13.10 Reimbursement Request Timing Frequency ... 24
13.11 Program Income ... 24
ARTICLE 14: PROPERTY AND EQUIPMENT ... 25
14.1 General Requirements ... 25
14.2 Relocation and Real Property Acquisition ... 25
14.3 Use for Originally Authorized Purpose ... 25
14.4 Maintenance ... 25
14.5 Real Property Disposition ... 26
14.6 Equipment Disposition ... 26
14.7 Recordkeeping ... 26
14.8 Encumbrance ... 26
ARTICLE 15: AMENDMENTS ... 27
15.1 Bilateral Amendments ... 27
15.2 FRA Unilateral Amendments ... 27
15.3 Other Amendments ... 27
ARTICLE 16: [RESERVED] ... 27
ARTICLE 17: [RESERVED] ... 27
ARTICLE 18: LABOR AND WORK ... 27
18.1 Labor and Work ... 27

ARTICLE 19: CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE 28
19.1 Critical Infrastructure Security and Resilience 28
ARTICLE 20: FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS 28
20.1 Uniform Administrative Requirements for Federal Awards 28
20.2 Federal Law and Public Policy Requirements 28
20.3 Federal Freedom of Information Act 29
20.4 History of Performance 29
20.5 Whistleblower Protection 29
20.6 External Award Terms and Obligations 29
20.7 Incorporated Certifications 30
ARTICLE 21: ASSIGNMENT 30
21.1 Assignment Prohibited 30
ARTICLE 22: WAIVER 30
22.1 Waivers 30
ARTICLE 23: ADDITIONAL TERMS AND CONDITIONS 31
23.1 Disclaimer of Federal Liability 31
23.2 Environmental Review 31
23.3 Project Maintenance Requirement 32
23.4 Appropriations Act Requirements 32
23.5 Standards of Conduct 32
23.6 Changed Conditions of Performance 33
23.7 Litigation 33
23.8 [Reserved] 33
23.9 Equipment and Supplies 33
23.10 Safety and Technology Data 33
23.11 Intellectual Property 33
23.12 Liquidation of Recipient Obligations 33
ARTICLE 24: CONSTRUCTION AND DEFINITIONS 34
24.1 Agreement 34
24.2 Construction 34
24.3 Integration 34
24.4 Definitions 34

24.5 Calendar Dates 35
24.6 Communication in Writing 35
24.7 Severability 35
ARTICLE 25: AGREEMENT EXECUTION AND EFFECTIVE DATE 35
25.1 Counterparts 35
25.2 Effective Date 36
ARTICLE 26: PROGRAM-SPECIFIC CLAUSES 36
26.1 Interstate Rail Compacts Grant Program 36
26.2 Railroad Crossing Elimination Program Clauses 38
26.3 Consolidated Rail Infrastructure and Safety Improvements Grants Clauses 40
26.4 Restoration and Enhancement Grants Clauses 42
26.5 Federal-State Partnership for Intercity Passenger Rail and Federal-State Partnership for State of Good Repair Clauses 45

ATTACHMENT 1

This Grant Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the Recipient identified in Attachment 2: Project-Specific Terms and Conditions. This Agreement, including the Agreement cover sheet, this Attachment 1, Attachment 2, and Exhibits A–C, constitutes the entire Agreement between FRA and the Recipient regarding the Project as defined in Attachment 2. All prior discussions and understandings concerning the scope and subject matter of this agreement are superseded by this Agreement.

This Agreement is governed by and subject to 2 CFR part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the U.S. Department of Transportation (USDOT) implementing regulations at 2 CFR part 1201.

ARTICLE 1: TERMS AND CONDITIONS

1.1 General Terms and Conditions

This Attachment 1: General Terms and Conditions, is part of the Agreement between FRA and the Recipient. This Attachment 1 contains the standard terms and conditions governing the administration of this Agreement and the execution of the Project. The General Terms and Conditions incorporate by reference the information contained in Attachment 2 and the Exhibits to this Agreement.

1.2 Project-Specific Terms and Conditions

Attachment 2: Project-Specific Terms and Conditions, is part of the Agreement between FRA and the Recipient. Attachment 2 contains Project-Specific Terms and Conditions, which may include special terms and conditions.

1.3 Program-Specific Clauses

Article 26 of this Attachment 1 contains the applicable program-specific clauses. The Recipient will comply with the program-specific clauses below that are associated with the grant program identified in Attachment 2 of this Agreement. In the event that the Recipient's grant is not authorized under a program listed below, Article 26 does not apply.

(a) For Projects funded under the Interstate Rail Compacts program (49 U.S.C. § 22910), the Recipient will comply with the program-specific clauses in Article 26.1.

(b) For Projects funded under the Railroad Crossing Elimination program (49 U.S.C. § 22909), the Recipient will comply with the program-specific clauses in Article 26.2.

(c) For Projects funded under the Consolidated Rail Infrastructure and Safety Improvements program (49 U.S.C. § 22907), the Recipient will comply with the program-specific clauses in Article 26.3.

(d) For Projects funded under the Restoration and Enhancement program (49 U.S.C. § 22908), the Recipient will comply with the program-specific clauses in Article 26.4.

(e) For Projects funded under the Federal-State Partnership for Intercity Passenger Rail program (49 U.S.C. § 24911) and Federal-State Partnership for State of Good Repair (as authorized in Sections 11103 and 11302 of the Passenger Rail Reform and Investment Act of 2015 (Title XI of the Fixing America's Surface Transportation (FAST) Act, Pub. L. No. 114-94 (2015))), the Recipient will comply with the program-specific clauses in Article 26.5.

1.4 Exhibits

Exhibits A–C are part of the Agreement between FRA and the Recipient. The Recipient will comply with Exhibits A–C.

ARTICLE 2: FRA ROLE AND RESPONSIBILITIES

2.1 FRA Role

(a) FRA is responsible for funding disbursements to the Recipient under this Agreement. FRA will also conduct oversight and monitoring activities to assess Recipient progress against established performance goals and to assess compliance with terms and conditions, including the Statement of Work and other requirements of this Agreement.

(b) If this award is made as a Cooperative Agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate with the Recipient in Project activities.

(c) If this award is made as a Grant, FRA will not have substantial programmatic involvement.

2.2 FRA Professional Staff

FRA may provide professional staff to review work in progress, completed products, and to provide or facilitate access to technical assistance when it is available, feasible, and appropriate. FRA professional staff may include the following:

(a) Financial Analyst. The Financial Analyst will serve as the Recipient's point of contact for systems (e.g., GrantSolutions and the Delphi eInvoicing System) access and troubleshooting as well as for financial monitoring.

(b) Grant Manager. The Grant Manager will serve as the Recipient's point of contact for grant administration and will oversee compliance with the terms and conditions in this Agreement. The Grant Manager reviews financial reports, performance reports, and works with the Project Manager to facilitate effective Project delivery.

(c) Project Manager. The Project Manager will serve as the Recipient's point of contact for the technical aspects of Project delivery. The Project Manager coordinates Project deliverable review, provides technical assistance to the Recipient, and generally assesses Project progress and performance.

ARTICLE 3: RECIPIENT ROLE

3.1 Representations and Acknowledgments on the Project

(a) The Recipient represents that:

(1) all material statements of fact in the Application were accurate when the Application was submitted and now; and

(2) the Recipient read and understands the terms and conditions in Attachment 1 and Attachment 2 of this Agreement, the applicable program-specific clauses in Article 26 of this Attachment 1, and the information and conditions in the Exhibits.

(b) The Recipient acknowledges that:

(1) the terms and conditions impose obligations on the Recipient and that the Recipient's non-compliance with the terms and conditions may result in remedial action, including terminating the Agreement, disallowing costs incurred for the Project, requiring the Recipient to refund Federal contributions to FRA, and reporting the non-compliance in the Federal-government-wide integrity and performance system. Recipient acknowledges that the terms and conditions impose such obligations on the Recipient whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.

(2) The Recipient acknowledges that the requirements of this Agreement apply to the entire Project, including Project costs satisfied from sources other than Agreement Federal Funds.

(c) By entering into this Agreement with FRA, the Recipient agrees to comply with the terms and conditions in Attachment 1 and Attachment 2, including applicable program-specific clauses in Article 26 of this Attachment 1, Exhibits A–C, and all applicable Federal laws and regulations, including those identified in this Agreement. The Recipient will ensure compliance with all terms of this Agreement and all of its parts for all tiers of subawards and contracts under this Agreement, as appropriate. The Recipient understands that the terms and conditions of this Agreement apply regardless of whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.

3.2 Representations on Authority and Capacity

The Recipient represents that:

(a) it has the legal authority to receive Federal financial assistance under this Agreement;

(b) it has the legal authority to complete the Project;

(c) all representations and warranties made in the Federal System for Awards Management (SAM.gov) and in the Application are true and correct;

(d) it has the capacity, including legal, technical, institutional, managerial, and financial capacity, to comply with its obligations under this Agreement and complete the Project;

(e) the Non-Federal Funds listed in Article 6 of Attachment 2 of this Agreement are committed to fund the Project;

(f) it has sufficient funds available to ensure that equipment and infrastructure funded under this Agreement will be operated and maintained in compliance with this Agreement and applicable Federal law;

(g) it has sufficient funds available to ensure that operations funded under this agreement are conducted in compliance with this Agreement and applicable Federal law; and

(h) the individual executing this agreement on behalf of the Recipient has the legal authority to enter this Agreement and make the statements and certifications in this Agreement on behalf of the Recipient.

3.3 FRA Reliance

The Recipient acknowledges that:

(a) FRA relied on statements of fact in the Application and SAM.gov to select the Project to receive this award;

(b) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient and the Project are eligible to receive financial assistance under this Agreement;

(c) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient has the legal authority to implement the Project; and

(d) FRA relied on statements of fact in both the Application and this Agreement to establish the terms of this Agreement; and

(e) FRA's selection of the Project to receive this award may have prevented awards to other eligible applicants.

3.4 Project Delivery

(a) The Recipient will implement and complete the Project to FRA's satisfaction under the terms of this Agreement.

(b) The Recipient will ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

3.5 Rights and Powers Affecting the Project

(a) The Recipient will not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this Agreement without written approval of FRA.

(b) The Recipient will act promptly, in a manner acceptable to FRA, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this Agreement.

3.6 Notification of Changes to Key Personnel

The Recipient will notify the FRA Grant Manager in writing within 30 days of any change in key personnel who are identified in the Application, which may require an amendment to this Agreement.

ARTICLE 4: AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

4.1 Federal Award Amount

Under this Agreement, FRA awards a Grant to the Recipient in the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.2 Federal Obligations

This Agreement obligates for the budget period the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.3 Maximum Funding Amount

This Agreement funds the Project at the lesser amount of the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement, or the FRA maximum contribution percentage of the total Project cost identified in Article 6.5 of Attachment 2 of this Agreement.

4.4 Budget Period

The budget period for this award begins on the date of this Agreement and ends on the end date that is listed in Section 5 on the Agreement cover sheet. In this Agreement, "budget period" is used as defined at 2 CFR § 200.1.

4.5 Period of Performance

The Period of Performance for this award is listed in Section 4 on the Agreement cover sheet. In this Agreement, "Period of Performance" is used as defined at 2 CFR § 200.1.

ARTICLE 5: STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Notification Requirement

The Recipient will notify the FRA Grant Manager and Project Manager by electronic correspondence within 30 days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project, including change in authority. In that notification, the Recipient will describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this Section 5.1 is separate from any requirements under this Article 5 that the Recipient request an amendment to this Agreement.

5.2 Scope and Statement of Work Changes

If the Project's activities differ from the activities described in Article 4 of Attachment 2 of this Agreement, then the Recipient will notify FRA in writing of the change, which may require an amendment to this Agreement.

5.3 Schedule Changes

If one or more of the following conditions are satisfied, then the Recipient will request an amendment to this Agreement to update the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement:

(a) a completion date for the Project or a component of the Project is listed in the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed;

(b) a schedule change would require the budget period to continue after the end of the budget period defined in Section 4.4; or

(c) a schedule change would require the Period of Performance to continue after the end of the Period of Performance defined in Section 4.5. The Recipient must submit requests to extend the Period of Performance not later than 90 days before the end of the Period of Performance.

For other schedule changes, the Recipient will notify the Grant Manager in writing.

5.4 Budget Changes

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under this Agreement to complete the Project;

(2) any additional funds the Recipient contributes to complete the Project are subject to the requirements of this Agreement in the same manner as the Non-Federal Funds identified in Article 6.5 of Attachment 2 of this Agreement; and

(3) FRA will not increase the amount of this award to address any funding shortfall.

(b) The Recipient will notify FRA in writing if the total Project cost, as described in Table 6-A of Attachment 2 of this Agreement, amount increases, which may result in an amendment to this Agreement.

(c) The Recipient will notify FRA in writing if the Non-Federal Funds amount decreases, which may result in an amendment to this Agreement.

(d) For all other budget changes, the Recipient will follow the applicable procedures and document the changes in writing.

5.5 Project Cost Savings

(a) If there are Project Cost Savings, then the Recipient may notify FRA in writing of its intent to include in the Project and complete with the Project Cost Savings the additional activities within the scope of this award that are specified in the Additional Task(s) in Article 4 of Attachment 2 of this Agreement. The Recipient will complete the Additional Task(s) after FRA provides a written approval. An amendment to this Agreement is not required to proceed with the Additional Task(s).

(b) If there are Project Cost Savings, and there are not Additional Task(s) identified in Article 4 of Attachment 2 of this Agreement, then the Recipient may propose a new task that is within the scope of this award and request an amendment to add the new task to this Agreement and complete it with Project Cost Savings.

(c) In this Agreement, **"Project Cost Savings"** means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA's satisfaction, the actual Project costs are less than the estimated total Project costs. There are no Project Cost Savings prior to completion of the Project or if the actual costs to complete the Project are equal to or greater than the total Project cost listed in Section 6.5 of Attachment 2 of this Agreement.

(d) If there are Project Cost Savings and either the Recipient does not make a proposal or FRA does not accept the Recipient's proposal under (a) of this Section 5.5, then:

(1) The Recipient will provide written notice to FRA and reduce the Federal Share by the Project Cost Savings, which may result in an amendment to this Agreement; and

(2) If the reduced Federal Share reduces this award and the Recipient received reimbursed costs exceeding the appropriate amount under the reduced award, the Recipient will refund the difference between the reimbursed costs and the reduced award.

(e) In this Agreement, "Federal Share" means the sum of the Agreement Federal Funds and Other Federal Funds amounts that are identified in the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement.

(f) The Recipient acknowledges that amounts that are required to be refunded under this Section constitute a debt to the Federal Government that FRA may collect under 2 CFR § 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–999).

5.6 FRA Acceptance of Changes

FRA may accept or reject changes requested under this Article 5, and in doing so may elect to consider only the interests of the grant program and FRA. The Recipient acknowledges that any request under this Article 5 does not amend, modify, or supplement this Agreement unless FRA

accepts the request and the parties amend this Agreement under Section 15.1 of this Attachment 1.

ARTICLE 6: GENERAL REPORTING TERMS

6.1 Alternative Reporting Methods

FRA may establish processes for the Recipient to submit reports required by this Agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient will use the processes required by FRA.

6.2 Paperwork Reduction Act Notice

Under 5 CFR § 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (OMB). Notwithstanding any other term of this Agreement, the due date for any information collections required under this Agreement, including the reporting requirements in Articles 7 and 8, is the later of (1) the due date stated with the requirement and (2) the 30th day after OMB approves that information collection.

ARTICLE 7: PROGRESS AND FINANCIAL REPORTING

7.1 Quarterly Project Progress Reports and Recertifications

(a) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a complete FRA Form 34[1] Quarterly Project Progress Report and Recertification that contains, for the previous quarter:

(1) a certification that the Recipient is in compliance with 2 CFR § 200.303 (Internal Controls) and 2 CFR part 200, Subpart F (Audit Requirements);

(2) the certification required under 2 CFR § 200.415(a); and

(3) a certification that the Recipient is complying with any environmental mitigation commitments and Section 106 compliance obligations.

If the date of this Agreement is in the final month of a quarter, then the Recipient will submit the first Quarterly Project Progress Report and Recertification in the quarter that begins after the date of this Agreement.

(b) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a Federal Financial Report (SF-425) covering the previous quarter.

[1] FRA Form 34 is available at https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports

7.2 Final Progress Reports and Financial Information

No later than 120 days after the end of the Period of Performance, the Recipient will submit:

(a) a final Quarterly Project Progress Report and Recertification in the format and with the content described in Section 7.1(a) of this Attachment 1 for each Quarterly Project Progress Report and Recertification;

(b) a final SF-425 through GrantSolutions;

(c) a Final Performance Report FRA Form 33 as provided by FRA[2] ; and

(d) any other information required under FRA's award closeout procedures.

7.3 Real Property Reporting

The Recipient will comply with the reporting obligations in 2 CFR § 200.330, as directed by FRA.

ARTICLE 8: PERFORMANCE MEASUREMENT AND REPORTING

8.1 Baseline Performance Measurement

Within one year before the start of work on the Project, the Recipient will collect baseline data for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement. Within six months of the start of the Period of Performance, the Recipient will submit to FRA a Baseline Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure. The Recipient will also provide FRA access to the data collected in machine-readable format.

8.2 Post-Project Performance Measurement

For each performance measure that is listed in Article 7 of Attachment 2 of this Agreement, the Recipient will collect data and submit to FRA a Post-Project Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure, at the frequency and for the duration identified in Article 7 of Attachment 2 of this Agreement. The Recipient will also provide FRA access to the data collected in machine-readable format. If an external factor affects a performance measure, the Recipient will identify that external factor in the Post-Project Performance Measurement Report and discuss the external factor's influence on the performance measure. In the Post-Project Performance Report, the Recipient will compare the actual project performance against the pre-project (baseline) performance and expected post-project performance as described in Table 7-A of Attachment 2 of this Agreement.

[2]FRA Form 33 is available at https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports

8.3 Project Outcomes Report

Where indicated in Article 7 of Attachment 2 of this Agreement, the Recipient will submit to FRA, not later than January 31st of the year that follows the final year during which data were collected, a Project Outcomes Report that contains:

(a) an analysis of the impacts of the Project, including a comparison of the baseline performance measurement data collected under Section 8.1 of this Attachment 1 with the post-project performance measurement data that the Recipient reported in the final Post-Project Performance Measurement Report required under Section 8.2 of this Attachment 1;

(b) for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement, an analysis of the accuracy of the projected outcome; and

(c) all data collected under Sections 8.1 and 8.2 of this Attachment 1;

(d) additional information as directed.

8.4 General Performance Measurement Requirements

The Recipient will ensure that all data collection for each performance measure identified in Article 7 of Attachment 2 of this Agreement is completed in a manner consistent with the description, location, and other attributes associated with that performance measure.

8.5 Outcome Measurement and Reporting Survival

The data collection and reporting requirements in Article 8 of this Attachment 1 survive the termination of this Agreement. FRA may consider the Recipient's compliance with this requirement after closeout of the grant in its evaluation of future applications for Federal financial assistance.

ARTICLE 9: NONCOMPLIANCE AND REMEDIES

9.1 Noncompliance Determinations

(a) Notice of Proposed Determination. If FRA determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this Agreement, FRA will notify the Recipient of a proposed determination of noncompliance through a written notice that:

(1) explains the noncompliance;

(2) describes a proposed remedy that is consistent with Section 9.2 of this Attachment 1;

(3) describes the process and form in which the Recipient may respond to the notice that is consistent with Section 9.1(b) of this Attachment 1; and

(4) if applicable, provides the Recipient an opportunity to cure the noncompliance or take corrective action.

(b) Response to Notice of Proposed Determination. The Recipient may, not later than 7 days after receiving the notice of proposed determination of noncompliance, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the proposed remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy;

(3) acknowledge the noncompliance and agree to cure or take corrective action; or

(4) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response sufficient documentation or other information supporting the Recipient's compliance.

(c) Notice of Final Determination. After considering the Recipient's response or failure to timely respond under Section 9.1(b) of this Attachment 1, FRA will make a final determination. To make a final determination, FRA must provide a written notice to the Recipient that:

(1) states what the final determination is (e.g., noncompliance or compliance);

(2) states the basis for the final determination; and

(3) describes the remedy that FRA is imposing, if applicable, or if FRA is not imposing a remedy, describes the resolution to the proposed determination of noncompliance, including whether the Recipient has cured or corrected the noncompliance.

(d) If FRA determines the noncompliance is one that cannot be addressed while work on the Project is ongoing, in the notice of proposed determination or in the notice of final determination, FRA will direct the Recipient to stop work. The Recipient will stop work and will direct any Subrecipients or contractors to stop work immediately upon receipt of a notice to stop work from FRA.

(e) FRA may consider the public interest in making a determination of noncompliance and imposing a remedy.

9.2 Remedies

(a) If FRA makes a final determination of noncompliance under Section 9.1(c) of this Attachment 1, FRA may impose a remedy, including:

(1) additional conditions on the award;

(2) requiring the Recipient to prepare and implement a corrective action plan;

(3) directing the Recipient to stop work;

(4) any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments ; disallowance of previously reimbursed costs, requiring refunds from the Recipient to FRA; suspension or termination of the award; or suspension and disbarment under 2 CFR part 180; or

(5) any other remedy legally available.

(b) The Recipient acknowledges that any amounts FRA requires the Recipient to refund to FRA under this Section 9.2 constitute a debt to the Federal Government that FRA may collect under 2 CFR § 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–999).

(c) Other Remedies. The termination authority under Article 10 of this Attachment 1 supplements and does not limit FRA's remedial authority under this Article 9 or 2 CFR part 200, including 2 CFR §§ 200.339-200.240. FRA reserves the right to seek any appropriate remedy or otherwise enforce the terms and conditions of this Agreement as authorized by law.

9.3 Other Oversight Entities

Nothing in Article 9 of this Attachment 1 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 10: AGREEMENT SUSPENSION AND TERMINATION

10.1 Suspension of Award Activities

(a) If FRA determines that the remedy for noncompliance imposed under Article 9 of this Agreement does not achieve the desired result or is unlikely to improve compliance or performance, FRA may suspend activities under this Agreement pending corrective action by the Recipient or termination.

(b) If FRA suspends activities under this Agreement, FRA will notify the Recipient in writing of the following, which may be included in the determinations of non-compliance under Section 9.1 of this Attachment 1:

(1) what project activities, if any, will take place during the period of suspension;

(2) what costs FRA will reimburse if the suspension is lifted and the award resumed;

(3) what corrective actions must occur during the suspension; and

(4) FRA's intent to terminate the award under this Article 10 if the Recipient does not meet the conditions of the remedial action.

(c) The duration of the temporary suspension of activities under the Agreement should be commensurate with the corrective action needed, but should not exceed 120 days at the outset. If the Recipient is not making sufficient progress in correcting the noncompliance, FRA must consider both financial and programmatic requirements in determining the appropriate extension to avoid the need for termination.

10.2 FRA Termination

(a) FRA may terminate this Agreement and all its obligations under this Agreement if any of the following occurs:

(1) the Recipient fails to obtain or contribute the required Non-Federal Funds, or alternatives approved by FRA, as provided in this agreement and consistent with Article 6 of Attachment 2 of this Agreement;

(2) the Recipient fails to meet a milestone by six months after the completion date listed in Article 5 of Attachment 2 of this Agreement and the Recipient fails to request an amendment to this Agreement pursuant to Section 5.3 of this Attachment 1;

(3) the Recipient fails to comply with the terms and conditions of this Agreement;

(4) there are changes to the Project that FRA determines are inconsistent with FRA's basis for selecting the Project to receive the award; or

(5) FRA determines that termination of this Agreement is in the public interest.

(b) The Recipient may request that FRA terminate the Agreement, which may result in FRA determining noncompliance and imposing remedies pursuant to Article 9 of this Attachment 1.

10.3 Closeout Termination

(a) This Agreement terminates on Project Closeout.

(b) In this Agreement, "Project Closeout" means the date that FRA notifies the Recipient that the award is closed out. Under 2 CFR § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

10.4 Post-Termination Adjustments

The Recipient acknowledges that under 2 CFR §§ 200.345–200.346, termination of this Agreement does not extinguish FRA's authority to disallow costs, including costs that FRA reimbursed before termination, and recover funds from the Recipient.

10.5 Non-Terminating Events

(a) The end of the budget period described under Section 4.4 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

(b) The end of the Period of Performance described under Section 4.5 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

ARTICLE 11: MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 Recipient Monitoring and Record Retention

(a) The Recipient will monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient will monitor the activities of the Subrecipient in compliance with 2 CFR §200.332(e).

(c) The Recipient will retain and provide access to records relevant to the award during the course of the Project and for three years after closeout or longer, as required under 2 CFR § 200.334.

(d) The Recipient will adhere to the recording and recordkeeping requirements set forth in 2 CFR §§ 200.334–200.338. Project Closeout does not alter these requirements.

11.2 Financial Records and Audits

(a) The Recipient will keep all Project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the Project.

(b) The Recipient will keep accounts and records described under Section 11.2(a) of this Attachment 1 in accordance with a financial management system that meets the requirements of 2 CFR §§ 200.302–200.307 and 2 CFR part 200, subpart F and will facilitate an effective audit in accordance with 31 U.S.C. §§ 7501–7506.

(c) The Recipient will separately identify expenditures under the award in financial records required for audits under 31 U.S.C. §§ 7501–7506. Specifically, the Recipient will:

(1) list expenditures separately on the schedule of expenditures of Federal awards required under 2 CFR part 200, subpart F, including the fiscal year in the format "FY 202X" in the program name; and

(2) list expenditures on a separate row under Part II, Item 1 (Federal Awards Expended During Fiscal Period) of Form SF-SAC, including "FY 202X" in Column C (Additional Award Identification).

(d) If the Recipient expends $1,000,000 or more in Federal awards during the Recipient's fiscal year, a single or program audit will be conducted for that year, consistent with 2 CFR §§ 200.501(a) and 200.512(c).

11.3 Internal Controls

The Recipient will establish and maintain internal controls as required under 2 CFR § 200.303.

11.4 FRA Record Access

FRA may access Recipient records related to this award under 2 CFR § 200.337.

11.5 Site Visits

FRA may conduct site visits to review Project activities, accomplishments, and management control systems and to provide technical assistance to the Recipient. The Recipient will provide or ensure reasonable, safe, and convenient access to FRA for any such site visit. FRA will conduct all site visits in such a manner as will not unduly delay work conducted by the Recipient, Subrecipient, or contractor.

ARTICLE 12: CONTRACTING AND SUBAWARDING

12.1 Buy America

(a) For infrastructure projects, steel, iron, manufactured goods, and construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act (Buy American Act), Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(b) For all other projects, the Recipient's acquisition of steel, iron, and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305. The Recipient also represents that it has never been convicted of violating the Buy American Act nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.

(c) Under this Section, "infrastructure project" has the definition provided in 2 CFR § 184.3.

(d) Under 2 CFR § 200.322, the Recipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders f under this award.

12.2 Small and Disadvantaged Business Requirements

The Recipient will expend all funds under this award in compliance with the requirements at 2 CFR § 200.321, including any amendments thereto.

12.3 Engineering and Design Services [Reserved]

12.4 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 CFR § 200.216 prohibit the Recipient and all Subrecipients from procuring or obtaining certain telecommunications and video surveillance equipment or services under this award.

12.5 Pass-Through Entity Responsibilities

(a) If the Recipient makes a subaward under this award, the Recipient will comply with the requirements for pass-through entities under 2 CFR parts 200 and 1201, including 2 CFR §§ 200.331–200.333, regardless of whether the Recipient is also a Pass-Through Entity as defined in 2 CFR § 200.1.

(b) The Recipient will report any subaward obligation of $30,000 or more in Federal funds in USASpending.gov consistent with the Federal Funding Accountability and Transparency Act, Pub. L. 109-282.

(c) The Recipient is accountable for performance under this award, the appropriate expenditure of funds, and other requirements under this Agreement. The Recipient is responsible for any non-compliance under the award and for compliance with any remedies imposed.

12.6 Local Hiring Preference for Construction Jobs

Under Section 25019 of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, div. B, tit. V (2021), a Recipient or Subrecipient may implement a local or other geographical or economic hiring preference relating to the use of labor for construction of a project funded by this grant if funded under title 49 or 23 United States Code, including prehire agreements, subject to any applicable State and local laws, policies, and procedures. The use of such a local or other geographical or economic hiring preference in any bid for a contract for the construction of a project funded by this grant shall not be considered to unduly limit competition. Project labor agreements should be consistent with the definition and standards outlined in Executive Order 13502. For additional information, see https://www.transportation.gov/sites/dot.gov/files/2023-05/Creating-Local-Construction-Workforce.pdf.

12.7 Procurement

The Recipient may acquire property, goods, or services in connection with the Project. If the Recipient is a State or Indian Tribe, then it will follow the same policies and procedures it uses for procurements with non-Federal funds in compliance with 2 CFR § 200.317. A Subrecipient of a State will follow the policies and procedures allowed by that State when procuring property and services under this award consistent with 2 CFR § 1201.317, notwithstanding 2 CFR §

200.317. An entity that is not a State or Indian Tribe, or Subrecipient of a State or Indian Tribe, will comply with 2 CFR §§ 200.318–200.327, and applicable supplementary USDOT or FRA directives and regulations. The Recipient will provide technical specifications and requirements to FRA for review upon request.

ARTICLE 13: COSTS, PAYMENTS, AND UNEXPENDED FUNDS

13.1 Limitation of Federal Award Amount

Under this award, FRA will not provide funding in an amount greater than the Agreement Federal Funds. The Recipient acknowledges that FRA is not liable for payments exceeding that amount, and the Recipient will not request reimbursement of costs exceeding that amount.

13.2 Project Costs

This award is subject to the cost principles at 2 CFR part 200, subpart E, including provisions on determining allocable costs and determining allowable costs.

13.3 Timing of Project Costs

(a) The Recipient will not charge to this award costs that are incurred after the budget period.

(b) The Recipient will not charge to this award costs that were incurred before the date of this Agreement unless those costs are identified as approved pre-award costs in Section 6.6 of Attachment 2 of this Agreement and would have been allowable if incurred during the budget period. This limitation applies to pre-award costs under 2 CFR § 200.458. This agreement hereby terminates and supersedes any previous FRA approval for the Recipient to incur costs under this award for the Project. Section 6.6 of Attachment 2 of this Agreement is the exclusive FRA approval of costs incurred before the date of this Agreement.

(c) The Recipient may request approval of pre-award costs in a written request that demonstrates the purpose and amount of the costs, compliance with 2 CFR § 200.458, and whether such costs would otherwise serve as Non-Federal Funds.

13.4 Recipient Recovery of Federal Funds

The Recipient will make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if FRA determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner. The Recipient will not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by FRA.

13.5 Unexpended Agreement Federal Funds

Any Agreement Federal Funds that are obligated but not expended on allocable, allowable costs remain the property of the United States.

13.6 Interest Earned

Interest earned on advances of Agreement Federal Funds is not program income.

13.7 Timing of Payments to the Recipient

(a) Reimbursement is the payment method, unless otherwise approved by FRA.

(b) The Recipient will not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

13.8 Payment Method

(a) The Recipient will use the DELPHI e-Invoicing System (https://www.dot.gov/cfo/delphi-einvoicing-system.html) to request reimbursement under this award. FRA will provide access to that system upon request by the Recipient.

(b) FRA may deny a payment request that is not submitted using the method identified in this Section.

13.9 Information Supporting Expenditures

(a) When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient will electronically submit the SF 270 (Request for Advance or Reimbursement) and will submit supporting cost detail to document clearly all costs incurred. As supporting cost detail, the Recipient will include a detailed breakout of all costs incurred and classify all costs by task and by Agreement Federal Funds and Agreement Non-Federal Funds.

(b) Unless FRA and the Recipient agree otherwise in writing, the Recipient will ensure that the proportion of expenditure of Agreement Federal Funds to Agreement Non-Federal Funds is not more than the maximum percent of total Project cost FRA will contribute identified in Section 6.5 of Attachment 2 of this Agreement. The Recipient will ensure the proportional expenditure of funds is reflected in the detailed breakout of costs supporting the SF 270.

(c) If the Recipient submits a request for reimbursement that FRA determines does not include or is not supported by sufficient detail, FRA may deny the request or withhold processing the request until the Recipient provides sufficient detail.

13.10 Reimbursement Request Timing Frequency

The Recipient will request reimbursement as needed to maintain cash flow sufficient to timely complete the Project. The Recipient will not submit any single payment request exceeding $99,999,999.99. The Recipient will not submit a payment request exceeding $50,000,000.00 unless the Recipient notifies FRA six days before submitting the request.

13.11 Program Income

The Recipient is encouraged to earn income to defray Project costs, where appropriate, and will work with FRA to determine how income may be applied to the grant, in accordance with 2 CFR

§ 200.307 and 2 CFR § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the terms and conditions established in this Agreement. The Recipient will maintain records of all program income.

ARTICLE 14: PROPERTY AND EQUIPMENT

14.1 General Requirements

The Recipient will comply with the property standards of 2 CFR §§ 200.310–200.316 and will ensure compliance with these standards for all tiers of subawards and contracts under this award.

14.2 Relocation and Real Property Acquisition

The Recipient will comply with the land acquisition policies and relocation requirements in 42 U.S.C. § 4601 et seq. and 49 CFR part 24, subparts A–F, as applicable. At a minimum, under this section, the Recipient will:

(a) comply with the land acquisition policies in 49 CFR part 24, subpart B and will pay or reimburse property owners for necessary expenses as specified in that subpart;

(b) provide a relocation assistance program offering the services described in 49 CFR part 24, subpart C and provide reasonable relocation payments and assistance to displaced persons as required in 49 CFR part 24, subparts D–E; and

(c) make available to displaced persons comparable replacement dwellings in accordance with 49 CFR part 24.

(d) provide to FRA a real estate acquisition and management plan prior to beginning real property acquisition if the Project is designated a Major Project in Article 1 of Attachment 2 of this Agreement, or if the total Project cost in Section 6.5 of Attachment 2 of this Agreement is greater than $300 million and the Project is also receiving financial assistance from the Federal Transit Administration (FTA).

14.3 Use for Originally Authorized Purpose

The Recipient will ensure that property and equipment funded under this Agreement is used for the originally authorized purpose. If necessary to satisfy this obligation, the Recipient will enter into appropriate arrangements with the entity or entities using, or with the owner of right-of-way used by, the property and/or equipment funded under this Agreement.

14.4 Maintenance

The Recipient will ensure that any property, improvements to property, and any equipment funded under this Agreement are maintained in good working order and in accordance with FRA regulations, guidelines, and directives.

14.5 Real Property Disposition

In accordance with 2 CFR § 200.311, when real property acquired or improved under this award is no longer used for its originally intended purpose, the Recipient will request disposition instructions from FRA.

14.6 Equipment Disposition

(a) In accordance with 2 CFR §§ 200.313 and 1201.313, when equipment acquired under this award is no longer needed for the Project:

(1) if the entity that acquired the equipment is a State or a Subrecipient of a State, that entity will dispose of that equipment in accordance with State laws and procedures;

(2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 CFR § 200.313; and

(3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity will request disposition instructions from FRA. In accordance with 2 CFR § 200.313(f), FRA may permit the Recipient or Subrecipient to retain equipment.

(b) In accordance with 2 CFR §200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 CFR §§ 200.313–200.316 and 2 CFR § 1201.313.

14.7 Recordkeeping

The Recipient will keep records regarding the operation and maintenance of property, improvements to property, equipment, and supplies funded under this Agreement and will provide them to FRA upon request.

14.8 Encumbrance

The Recipient will not create an obligation, such as a transfer of title, lease, lien, mortgage, or encumbrance, that would dispose of or encumber the Recipient's title or other interest in property, improvements to property, equipment or supplies funded under this Agreement without prior written approval from FRA.

The Recipient will not take any action that would adversely affect FRA's interest or impair the Recipient's continuing control over the use of the property, improvements to property, equipment, or supplies funded under the Agreement without prior written approval from FRA.

ARTICLE 15: AMENDMENTS

15.1 Bilateral Amendments

The parties may amend, modify, or supplement this Agreement by mutual agreement in writing signed by FRA and the Recipient. Either party may request to amend, modify, or supplement this Agreement by written notice to the other party.

15.2 FRA Unilateral Amendments

(a) FRA may unilaterally amend this Agreement for the following reasons:

(1) to comply with Federal law;

(2) at closeout or in anticipation of closeout; and

(3) other non-substantive changes, such as to correct typographical errors, as deemed appropriate by FRA.

(b) To unilaterally amend this Agreement under Section 15.3 of this Attachment 1, FRA will provide a written notice to the Recipient that includes the amendment and the date that the amendment is effective.

(c) Except at closeout or in anticipation of closeout, FRA may not unilaterally amend the Statement of Work, this Agreement's monetary amount, the delivery schedule, the Period of Performance, or other terms or conditions of this Agreement.

15.3 Other Amendments

The parties will not amend, modify, or supplement this Agreement except as permitted under Sections 15.1, 15.2, or 15.3 of this Attachment 1. If an amendment, modification, or supplement is not permitted under Section 15.1, 15.2, or 15.3 of this Attachment 1, it is void.

ARTICLE 16: [RESERVED]

ARTICLE 17: [RESERVED]

ARTICLE 18: LABOR AND WORK

18.1 Labor and Work

The Recipient will document its consideration of job quality and labor standards related to the Project in Article 9 of Attachment 2 of this Agreement.

ARTICLE 19: CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

19.1 Critical Infrastructure Security and Resilience

(a) Consistent with the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021) and the National Security Memorandum on Critical Infrastructure Security and Resilience (April 30, 2024), the Recipient will consider physical and cyber security and resilience in planning, design, and oversight of the Project.

(b) If the Security Risk Designation in Section 1.3 of Attachment 2 of this Agreement is "Elevated," then not later that than two years after the date of this Agreement the Recipient will submit to FRA a report that:

(1) identifies a cybersecurity point of contact for the transportation infrastructure being improved in the Project;

(2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;

(3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;

(4) documents the results of a self-assessment of the Recipient's cybersecurity posture and capabilities; and

(5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 20: FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

20.1 Uniform Administrative Requirements for Federal Awards

The Recipient will comply, and will ensure that other entities receiving funding under this agreement will comply, with the obligations on non-Federal entities under 2 CFR parts 200 and 1201, regardless of whether the Recipient or other entity receiving funding under this agreement is a Non-Federal entity as defined in 2 CFR § 200.1, except that subpart F of part 200 does not apply if the Recipient or Subrecipient is a for-profit entity.

20.2 Federal Law and Public Policy Requirements

(a) The Recipient will ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

(b) Pursuant to Section 3(b)(iv)(A) of Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

(c) Pursuant to Section 3(b)(iv)(B) of Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

(d) The failure of this Agreement to expressly identify Federal law applicable to the Recipient or activities under this Agreement does not make that law inapplicable.

20.3 Federal Freedom of Information Act

(a) FRA is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552.

(b) The Recipient acknowledges that the Application and materials submitted to FRA by the Recipient related to this Agreement will become FRA records that may be subject to public release under 5 U.S.C. § 552. If the Recipient submits any materials to FRA related to this Agreement that the Recipient considers to include trade secret or confidential commercial or financial information, the Recipient should note that the submission contains confidential business information, mark each affected page, and highlight or otherwise denote the portions of the submission that contain confidential business information.

20.4 History of Performance

Under 2 CFR § 200.206, any Federal awarding agency may consider the Recipient's performance under this Agreement, when assessing the risks of making a future Federal financial assistance award to the Recipient.

20.5 Whistleblower Protection

(a) The Recipient acknowledges that it is a "Recipient" within the scope of 41 U.S.C. § 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient will inform its employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

20.6 External Award Terms and Obligations

(a) In addition to this document and the contents described in Article 25 of this Attachment 1, this Agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 CFR part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 CFR part 170: Reporting Subawards and Executive Compensation;

(3) 2 CFR part 175: Award Term for Trafficking in Persons; and

(4) Appendix XII to 2 CFR part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient will comply with:

(1) 49 CFR part 20: New Restrictions on Lobbying;

(2) 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, including any amendments thereto;

(3) 49 CFR part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 CFR part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

20.7 Incorporated Certifications

The Recipient makes the representations in the following certifications, which are incorporated by reference:

(a) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 21: ASSIGNMENT

21.1 Assignment Prohibited

The Recipient will not transfer to any other entity any discretion granted under this Agreement, any right to satisfy a condition under this Agreement, any remedy under this Agreement, or any obligation imposed under this Agreement.

ARTICLE 22: WAIVER

22.1 Waivers

(a) A waiver of a term of this Agreement authorized by law and granted by FRA will not be effective unless it is in writing and signed by an authorized representative of FRA.

(b) A waiver of a term of this Agreement granted by FRA on one occasion will not operate as a waiver on other occasions.

(c) If FRA fails to require strict performance of a term of this Agreement, fails to exercise a remedy for a breach of this Agreement, or fails to reject a payment during a breach of this Agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 23: ADDITIONAL TERMS AND CONDITIONS

23.1 Disclaimer of Federal Liability

FRA will not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

23.2 Environmental Review

(a) Except as authorized by law or under 23 CFR § 771.113(d)(4), the Recipient will not begin final design activities; acquire real property, construction materials, or equipment, including rolling stock; begin construction; or take other actions that would have an adverse environmental impact or limit the choice of reasonable alternatives for the Project unless and until FRA complies with the National Environmental Policy Act, 42 U.S.C. § 4321 et seq. (NEPA), and any other applicable environmental laws and regulations. In addition, the Recipient will not begin project development that involves ground disturbing activity prior to FRA compliance with NEPA and any other applicable environmental laws and regulations.

(b) The Recipient acknowledges that:

(1) FRA's actions under Section 23.2(a) of this Attachment 1 may depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to FRA; and

(2) applicable environmental statutes and regulations may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(c) Consistent with 23 CFR § 771.105(a), to the maximum extent practicable and consistent with Federal law, the Recipient will coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in Article 4 of Attachment 2 of this Agreement and other information described in this Agreement may inform environmental decision-making processes, but the parties do not intend this Agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with Article 4 of Attachment 2 of this Agreement or other information in this Agreement, then FRA will either:

(1) amend this Agreement under Section 15.1 of this Attachment 1 for consistency with the selected build alternative; or

(2) if FRA determines that the condition at Section 10.1(a)(5) of this Attachment 1 is satisfied, terminate this Agreement under Section 10.1(a)(5) of this Attachment 1; or

(3) take other action as deemed appropriate by FRA.

(g) The Recipient will complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project. Article 4 of Attachment 2 of this Agreement identifies documents describing mitigation activities, but the absence of a document from that section does not relieve the Recipient of any compliance obligations.

23.3 Project Maintenance Requirement

The Recipient will ensure that any property and equipment funded within this Agreement is operated and maintained in good operating order and in accordance with 2 CFR §§ 200.310–200.316, 1201.313 and any guidelines, directives, or regulations that FRA may issue.

23.4 Appropriations Act Requirements

The Recipient will comply with applicable requirements of the appropriations act identified in Section 6.3 of Attachment 2 of this Agreement.

23.5 Standards of Conduct

The Recipient will comply with the following standards of conduct:

(a) Standards of Conduct. The Recipient will maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by the Federal contribution provided through this Agreement. The code or standards will provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential Subrecipients or contractors. The Recipient may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. As permitted by state or local law or regulations, such code or standards will provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by Subrecipients or their agents.

(b) Personal Conflict of Interest. The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by the Federal contribution if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

(c) Organizational Conflicts of Interest. The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

(d) Existing Codes or Standards. This Section does not require the Recipient to implement a new code or standards of conduct where a state statute, or written code or standards of conduct, already effectively covers all of the required elements.

(e) Disclosure of Conflicts. The Recipient will disclose in writing any potential conflict of interest to FRA or pass-through entity.

23.6 Changed Conditions of Performance

The Recipient will notify FRA of any event that may affect its ability to perform the Project in accordance with the terms of this Agreement.

23.7 Litigation

The Recipient will notify FRA in writing of any decision pertaining to the Recipient's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable Federal laws or regulations. The Recipient will inform FRA in writing before naming FRA as a party to any type of litigation for any reason in any forum.

23.8 [Reserved]

23.9 Equipment and Supplies

The Recipient will maintain written policies and procedures that address acquisition, classification, and management of all equipment and supplies acquired or used under this award.

23.10 Safety and Technology Data

The Recipient will ensure that FRA has access to safety and technology relevant data generated by the Recipient under the award, in a machine-readable format, where specified in Article 4 of Attachment 2 of this Agreement.

23.11 Intellectual Property

The Recipient agrees to the standard patent rights clauses issued by the Department of Commerce at 37 CFR part 401, as applicable.

23.12 Liquidation of Recipient Obligations

(a) The Recipient will liquidate all obligations of award funds under this Agreement not later than 120 days after the end of the Period of Performance.

(b) Liquidation of obligations and adjustment of costs under this Agreement follow the requirements of 2 CFR §§ 200.344–200.346.

ARTICLE 24: CONSTRUCTION AND DEFINITIONS

24.1 Agreement

This Agreement consists of the following:

(a) Agreement Cover Sheet

(b) Attachment 1: General Terms and Conditions

(c) Attachment 2: Project-Specific Terms and Conditions

(d) Exhibit A: Applicable Federal Laws and Regulations

(e) Exhibit B: Additional Standard Terms

(f) Exhibit C: Quarterly Project Progress Reports and Recertifications

24.2 Construction

(a) In these General Terms and Conditions, there are no references to articles or sections in project-specific portions of this Agreement that are not contained in Attachments or Exhibits listed in Section 24.1.

(b) If a provision in these General Terms and Conditions or the Exhibits conflicts with a provision in the Project-Specific Terms and Conditions in Attachment 2 of this Agreement, then the relevant portion in Attachment 2 prevails. If a provision in the Exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

24.3 Integration

This Agreement constitutes the entire agreement of the parties relating to the Project and supersedes any previous agreements, oral or written, relating to the Project.

24.4 Definitions

This Section defines terms used in this Agreement. Additional definitions found in 2 CFR § 200.1 are incorporated by reference into this Agreement.

“Agreement Federal Funds” means the total amount of Federal funds obligated under this Agreement. This is the amount shown in Section 6.1 of Attachment 2 of this Agreement.

“Application” means the application identified in Article 3 of Attachment 2 of this Agreement, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

“Construction Substantial Completion” means the stage of the Project when all construction tasks are complete such that the Recipient can use the Project for its intended use and only closeout activities remain. Activity to address or complete closeout activities will not prevent or disrupt use of the Project.

"Contingent Commitment" means the unobligated amounts of future available budget authority specified in law that FRA commits to obligate under the terms of this Agreement.

"Federal Share" means the sum of Agreement Federal Funds and Other Federal Funds. If there are no Other Federal Funds, the Federal Share is the same as the Agreement Federal Funds.

"General Terms and Conditions" means this Attachment 1.

"Other Federal Funds" means Federal funds that are part of the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement for the Project but are not obligated under this Agreement.

"Project" means the project proposed in the Application, as modified by the negotiated provisions of this Agreement, including Attachment 2 of this Agreement.

"Project Closeout" means the date that FRA notifies the Recipient that the award is closed out. Under 2 CFR § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

"Project Cost Savings" means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA's satisfaction, the actual Project costs are less than the estimated total Project costs.

"Rural Area" means any area that is not within an area designated as an urbanized area by the Bureau of the Census.

24.5 Calendar Dates

Unless otherwise specified, all dates and durations are in calendar days, calendar quarters, or calendar years, as appropriate.

24.6 Communication in Writing

Unless otherwise specified, all written communication may be provided by electronic mail.

24.7 Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions of this Agreement is not affected or impaired by such finding. A provision held to be unenforceable as applied to any party or circumstance remains applicable to other parties and circumstances.

ARTICLE 25: AGREEMENT EXECUTION AND EFFECTIVE DATE

25.1 Counterparts

This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

25.2 Effective Date

The agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it.

ARTICLE 26: PROGRAM-SPECIFIC CLAUSES

26.1 Interstate Rail Compacts Grant Program

The Recipient agrees to comply with the clauses in Section 26.1 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.1 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Non-Federal Match. The Recipient will provide a Non-Federal match of not less than 50 percent of the eligible expenses under the grant.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1, the Recipient will comply with the following clauses, as applicable:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under Section 26.1 of this Attachment 1, "infrastructure project" has the definition provided in 2 CFR § 184.3.

(4) for all projects, the Recipient should under 2 CFR § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.1(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Operator Limitation. Recipient's eligible expenses must be related to intercity passenger rail service to be operated by Amtrak.

(i) Reporting. As requested by FRA, the Recipient will report on:

(1) the status of the planning efforts and coordination funded by the grant award;

(2) plans for continued implementation of the interstate rail compact;

(3) the status of, and data regarding, any new, restored, or enhanced rail services initiated under the interstate rail compact; and

(4) other data and information as requested by FRA.

26.2 Railroad Crossing Elimination Program Clauses

The Recipient agrees to comply with the clauses in Section 26.2 of this Attachment 1.

Consistent with 49 U.S.C. §§ 22905(e) & 22909(j), clauses (b), (c), (d), and (g) of Section 26.2 of this Agreement 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law. In addition, clause (f) does not apply to: 1) the Alaska Railroad or its contractors; or 2) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, "infrastructure project" has the definition provided in 2 CFR § 184.3.

(4) for all projects, the Recipient should under 2 CFR § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.2(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1.

(e) Impacted Rail Carrier or Real Property Owner Approvals. In accordance with 49 U.S.C. § 22909(e)(2)(A), prior to proceeding with the construction of the Project funded by this Agreement, if applicable, Recipient will obtain necessary approvals to commence construction from any impacted rail carriers or real property owners. If the Project is a planning project, as described in 49 U.S.C. § 22909(d)(6), the Recipient agrees to work collaboratively with rail carriers and right-of-way owners.

(f) Labor Protective Arrangements

(1) Notwithstanding 49 U.S.C. § 22905(e)(1), and in accordance with 49 U.S.C. § 22909(j)(3), any employee covered by the Railway Labor Act (45 U.S.C. § 151 et seq.) and the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.) who is adversely affected by actions taken in connection with the project financed in whole or in part by such grant shall be covered by employee protective arrangements required to be established under 49 U.S.C. § 22905(c)(2)(B). In accordance with 49 U.S.C. § 22905(c)(2)(B), the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404, as such protective arrangements are described in the final FRA guidance titled Equivalent Protections for Railroad Employees and effective December 28, 2022, included herein in Exhibit B.

(2) In accordance with 49 U.S.C. § 22909(j)(3), Recipient, and any successors, assigns, and contractors of Recipient:

i. shall be bound by the employee protective arrangements required under subparagraph (1); and

ii. shall be responsible for the implementation of such arrangements and for the obligations under such arrangements, but may arrange for another entity to take initial responsibility for compliance with the conditions of such arrangement.

(3) Labor protections required pursuant to Subsection (f) of Section 26.2 of this Attachment 1 shall be documented consistent with Article 18 of this Attachment 1.

(g) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(h) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.3 Consolidated Rail Infrastructure and Safety Improvements Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.3 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.3 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49

U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. §22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, "infrastructure project" has the definition provided in 2 CFR § 184.3.

(4) for all projects, the Recipient should under 2 CFR § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes:

compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.3(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.4 Restoration and Enhancement Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.4 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.4 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right-of -way and facilities under current law.

(a) Maximum Funding Limitation. A grant authorized by 49 U.S.C. § 22908 may not exceed:

(1) 90 percent of the projected net operating costs for the first year of service;

(2) 80 percent of the projected net operating costs for the second year of service;

(3) 70 percent of the projected net operating costs for the third year of service;

(4) 60 percent of the projected net operating costs for the fourth year of service;

(5) 50 percent of the projected net operating costs for the fifth year of service; and

(6) 30 percent of the projected net operating costs for the sixth year of service.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under Section 26.4 of this Attachment 1, “infrastructure project” has the definition provided in 2 CFR § 184.3.

(4) for all projects, the Recipient should under 2 CFR § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the

Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.4(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Route Reporting. The Recipient will provide similar information regarding the route performance, financial, and ridership projections, and capital and business plans that Amtrak is required to provide, and such other data and information as is required by Article 4 of Attachment 2 of this Agreement.

(i) Termination. In addition to the terms of this Attachment 1, FRA may terminate this Agreement upon the cessation of service, or the violation of any other term of this Agreement.

26.5 Federal-State Partnership for Intercity Passenger Rail and Federal-State Partnership for State of Good Repair Clauses

The Recipient agrees to comply with the clauses in Section 26.5 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.5 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, "infrastructure project" has the definition provided in 2 CFR § 184.3.

(4) for all projects, the Recipient should under 2 CFR § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. §

10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.5(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C.§ 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Northeast Corridor Cost Allocation. For projects located on the Northeast Corridor, as that term is defined in 49 U.S.C. § 24911(a)(4), Amtrak and the public authorities providing commuter rail passenger transportation at the Project location on the Northeast Corridor must remain in compliance with 49 U.S.C. § 24905(c)(2).

(i) Interest and Financing Costs. Pursuant to 49 U.S.C. § 24911(g)(2), interest and other financing costs of efficiently carrying out a part of the Project within a reasonable time are a cost of carrying out the Project under a Phased Funding Agreement, except that eligible costs may not be more than the cost of the most favorable financing terms reasonably available for the Project at the time of borrowing. The Recipient will certify to FRA's satisfaction that the Recipient has shown reasonable diligence in seeking the most favorable financing terms.

###

Attachment 2

PROJECT-SPECIFIC TERMS AND CONDITIONS

Version Date: April 30, 2025

Project-Specific Terms and Conditions
Table of Contents

ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS 4
1.1 Recipient 4
1.2 Project and Purpose 4
1.3 Program Designations 4
ARTICLE 2: SPECIAL TERMS AND CONDITIONS 4
ARTICLE 3: ADMINISTRATIVE INFORMATION 4
3.1 Application 4
3.2 FRA Awarding Official 5
3.3 Federal Award Date 5
3.4 Program Name and Assistance Listings Number 5
3.5 Recipient's Unique Entity Identifier 5
3.6 Federal Award Identification Number 5
ARTICLE 4: STATEMENT OF WORK 5
4.1 General Project Description 5
4.2 Project Location 5
4.3 Project Scope 6
4.4 Implement Required Environmental Commitments 9
ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE 9
5.1 Award Dates 9
ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION 10
6.1 Award Amount 10
6.2 Federal Obligation Information 10
6.3 Federal Authorization and Funding Source. 10
6.4 Funding Availability 10
6.5 Approved Project Budget 10
6.6 Pre-Award Costs 11
6.7 Phased Funding Agreement 11
ARTICLE 7: PERFORMANCE MEASUREMENT INFORMATION 11
ARTICLE 8: ENVIRONMENTAL COMPLIANCE 13

ARTICLE 9: LABOR AND WORK 13
9.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards 13
9.2 Supporting Narrative 14

ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS

1.1 Recipient

This Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the City of Hanford Public Works Department (the Recipient).

1.2 Project and Purpose

The purpose of this award is to fund a Fiscal Year (FY) 2023-2024 Railroad Crossing Elimination Program grant for the Grangeville Boulevard at BNSF Grade Separation (the Project), as described in Article 4 of this Attachment 2, to help achieve the goals identified in the Notice of Funding Opportunity for Railroad Crossing Elimination Program, 89 Fed. Reg. 56788, July 10, 2024, that solicited applications for Federal financial assistance. FRA and the Recipient will accomplish that purpose by timely completing the Project and ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Application.

1.3 Program Designations

(a) Research and Development. This award is not for research and development.

(b) Project Size. This award is for a non-Major Project as that term is defined in FRA Guidance on Development and Implementation of Railroad Capital Projects, July 18, 2025 (Railroad Capital Projects Guidance).

(c) Phased Funding. This award is not a phased funding agreement as further discussed in Section 6.7 of this Attachment 2.

(d) Grant or Cooperative Agreement. This award is made as a Grant Agreement.

(e) Security Risk. This award is for a Project that has a low security risk.

(f) Rural Area. The information the Recipient provided to FRA, including in the Application, demonstrates this award is for a Project in a Rural Area.

ARTICLE 2: SPECIAL TERMS AND CONDITIONS

There are no special terms for this award.

ARTICLE 3: ADMINISTRATIVE INFORMATION

3.1 Application

Application Title: Grangeville Boulevard at BNSF Grade Separation

Application Date: September 23, 2024

3.2 FRA Awarding Official

FRA Office of Railroad Development
Federal Railroad Administration
1200 New Jersey Ave, SE
Washington, DC 20590
FRA-Grants@dot.gov

3.3 Federal Award Date

The "Federal Award Date" is the effective date of this Agreement, as defined under Section 25.2 of Attachment 1 of this Agreement.

3.4 Program Name and Assistance Listings Number

For the FY 2023-2024 Railroad Crossing Elimination Program, the Assistance Listings Number is 20.327 and the Assistance Listings Title is Railroad Crossing Elimination Program.

3.5 Recipient's Unique Entity Identifier

The Recipient's Unique Entity Identifier, as defined at 2 C.F.R. § 25.415, is listed in Section 1B on the Agreement cover sheet.

3.6 Federal Award Identification Number

The Federal Award Identification Number is listed in Section 2 on the Agreement cover sheet as the "Agreement Number."

ARTICLE 4: STATEMENT OF WORK

4.1 General Project Description

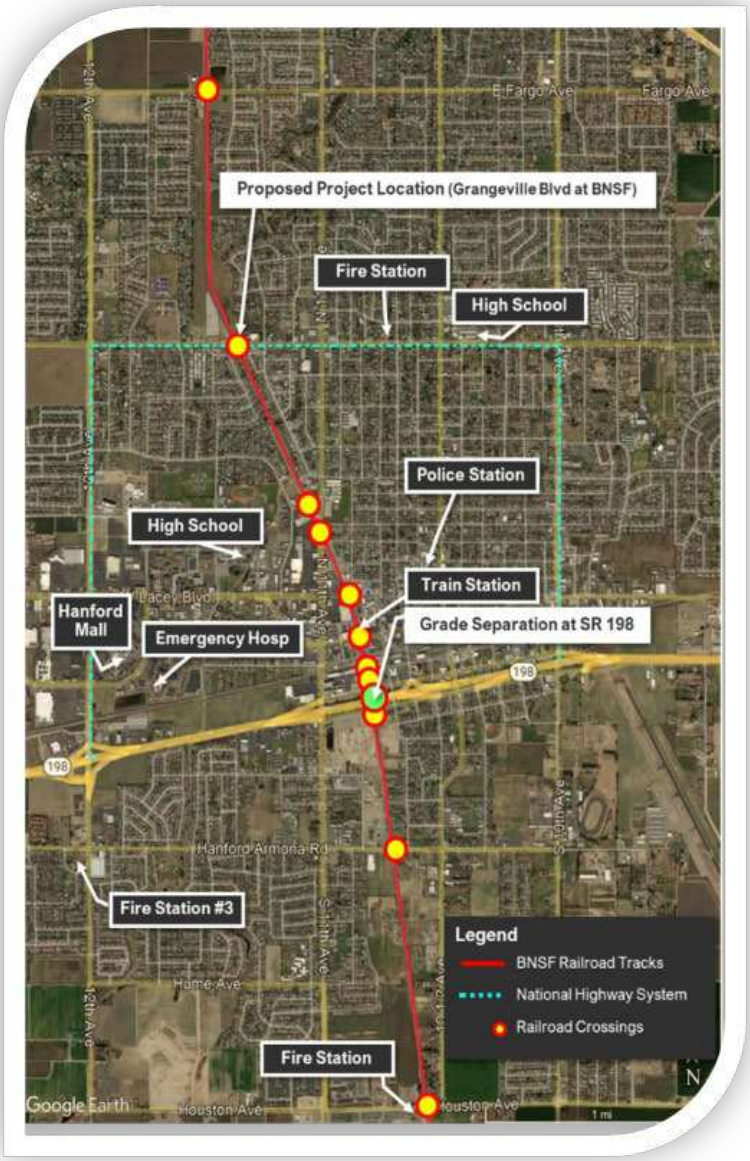
The Recipient will conduct Project Development activities, including preliminary engineering (30% designs) and environmental review, to grade separate the at-grade crossing at Grangeville Boulevard and Burlington Northern Santa Fe (BNSF) tracks in the City of Hanford, California. The project will advance efforts to develop an underpass on Grangeville Boulevard.

This Project will greatly improve mobility in the central and northern parts of the City of Hanford and provide the infrastructure needed to accommodate a growing population. The Project will eliminate delay at the frequently blocked at-grade crossing. This will result in improved emergency vehicle response times, increased safety and public convenience, reduced vehicular/train accident potential, and improved traffic circulation. The Project will also improve access to State Route (SR) 43.

4.2 Project Location

The Project is located in the State of California, County of Kings, City of Hanford, along West Grangeville Boulevard at the intersection of the BNSF tracks, in the central part of the City of Hanford. The Project limits will extend approximately 1,800 linear feet along Grangeville Boulevard, from just east of University Avenue to just east of Rodgers Road.

Figure 1. Project Location



4.3 Project Scope

The project involves environmental review and preliminary engineering (approximately 30% designs) for a grade separation the at-grade crossing at Grangeville Boulevard and at BNSF tracks in the City of Hanford, California.

The Recipient will notify FRA in writing of any requested changes in Project Scope and will not proceed with the changed scope unless approved by FRA in writing. If approved, changes to Project Scope may require additional environmental review or an amendment to this Agreement.

Task 1: Project Administration and Management

Subtask 1.1: Project Administration

The Recipient will perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- Burlington Northern and Santa Fe Railway – Host Railroad
- FRA

The Recipient will facilitate the coordination of all activities necessary for implementation of the Project. The Recipient will:

- complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary;
- hold regularly scheduled Project meetings with FRA;
- inspect and approve work as it is completed; and
- participate in other coordination, as needed.

The Recipient will demonstrate to FRA that it is carrying out the project benefits in the most cost-efficient manner.

Subtask 1.2: Project Management Plan

The Recipient will prepare a Project Management Plan (PMP), that describes how the Project will be implemented and monitored to ensure effective, efficient, and safe delivery of the Project on time and within budget. The PMP will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work.

The PMP will include a Project Schedule and Project Budget for the work to be performed under this Agreement. The Project Schedule will be consistent with the Estimated Project Schedule in Section 5.2 of this Attachment 2, but provide a greater level of detail. Similarly, the Project Budget should be consistent with the Approved Project Budget in Section 6.5 of this Attachment 2, but provide a greater level of detail.

The Recipient will submit the PMP to FRA for review and approval. The Recipient will implement the Project as described in the approved PMP. The Recipient will not begin work on subsequent tasks until FRA has provided written approval of the PMP, unless FRA has provided pre-award authority for such work under Section 6.6 of this Attachment 2. FRA will not reimburse the Recipient for costs incurred in contravention of this requirement.

FRA may require the Recipient to update the PMP. The Recipient will submit any such updates to FRA for review and approval, and FRA will determine if updates to the PMP require an amendment to this Agreement. The Project Budget and Project Schedule may be revised consistent with Article 5 of Attachment 1 of this Agreement without amending this Agreement.

Subtask 1.3: Project Closeout

The Recipient will submit a Final Performance Report as required by Section 7.2 of Attachment 1 of this Agreement, which should describe the cumulative activities of the Project, including a complete description of the Recipient's achievements with respect to the Project objectives and milestones.

Task 1 Deliverables:

Deliverable ID	Subtask	Deliverable Name
1.1	1.2	Project Management Plan
1.2	1.3	Final Performance Report

Task 2: Environmental Review

The Recipient will not commence work on Task 2: Environmental Review until FRA has approved the PMP deliverable described in Task 1: Project Administration and Management and provided written notification to proceed.

The Recipient will prepare all required documentation to comply with applicable environmental laws, including but not limited to the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act, Section 4(f) of the US DOT Act, and Section 7 of the Endangered Species Act, as well as applicable implementing regulations and guidance. The Recipient will provide FRA with sufficient information to determine the NEPA Class of Action and will prepare the environmental documentation as detailed in the PMP. The PMP will identify information and activities necessary to perform and complete the required environmental review.

Task 2 Deliverables:

Deliverable ID	Deliverable Name
2	Final NEPA Documentation

Task 3: Preliminary Engineering

The Recipient will not commence work on Task 3: Preliminary Engineering until FRA has approved the PMP deliverable described in Task 1: Project Administration and Management and provided written notification to proceed.

The Recipient will complete and submit a preliminary engineering (PE) design set to FRA for approval, as specified in the PMP. The PE design set includes engineering from concept through the 30% design level, as detailed in the PMP, which includes but is not limited to necessary field surveys, operational analysis, legal due diligence, and preparation of drawings and cost estimates. The PE Design Set will include all design development and Project delivery documentation, along with eligible and allowable cost estimates, with associated project milestone timelines necessary to demonstrate the effectiveness, feasibility, and readiness of the Project for final design and construction.

Task 3 Deliverables:

Deliverable ID	Deliverable Name
3	PE Design Set

4.4 Implement Required Environmental Commitments

The Recipient will consult FRA if it intends to perform ground-disturbing activities (i.e., geotechnical boring, trenching, tree clearing, vegetation removal, etc.) in support of design prior to the completion of the environmental review for the Project. The Recipient must not proceed with such activities until FRA has reviewed and provided in writing a notice to proceed. FRA will comply with all applicable federal laws and regulations including but not limited to Section 106 of the National Historic Preservation Act and Section 7 of the Endangered Species Act.

The Recipient will implement any mitigation measures and environmental commitments, Section 106 Programmatic Agreement (PA), or Memorandum of Agreement (MOA), or any other documents or correspondence associated with the environmental review for the Project identified through the NEPA process conducted under Task 2: Environmental Review.

ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE

5.1 Award Dates

Budget Period End Date: July 31, 2029

Period of Performance End Date: July 31, 2029

5.2 Estimated Project Schedule

Milestones associated with this Agreement are identified in Table 5-A: Estimated Project Schedule. The Recipient will complete these milestones to FRA's satisfaction by the Schedule Date, subject to Article 5 of Attachment 1 of this Agreement. The Recipient will notify FRA in writing when it believes it has achieved the milestone.

Table 5-A: Estimated Project Schedule

Milestone	Schedule Date
Project Management Plan Completion	60 days after grant obligation
Final NEPA Documentation	July 01, 2027
PE Design Set	December 31, 2028
Final Performance Report	No later than 120 days after the period of performance

ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION

6.1 Award Amount

Agreement Federal Funds: $1,656,000

6.2 Federal Obligation Information

Federal Obligation Type: Single

6.3 Federal Authorization and Funding Source.

Authorizing Statute: Sections 22104 and 22305 of the Infrastructure Investment and Jobs Act, Public Law 117-58 (November 15, 2021); 49 U.S.C. 22909

Appropriation: Infrastructure Investment and Jobs Act, Division J, Title VIII (Public Law 117-58 (November 15, 2021))

6.4 Funding Availability

Program funding that is obligated under this Agreement remains available until expended.

6.5 Approved Project Budget

The estimated total Project cost under this Agreement is $2,070,000

FRA will contribute a maximum of 80 percent of the total Project cost, not to exceed the Agreement Federal Funds in Section 6.1 of this Attachment 2. FRA will fund the Project at the lesser amount of the Agreement Federal Funds or the FRA maximum contribution percentage of total Project costs.

The Recipient will contribute $414,000 in Agreement Non-Federal Funds. Recipient's Agreement Non-Federal Funds are comprised of cash contributions.

The Recipient will complete the Project to FRA's satisfaction within the Approved Project Budget, subject to Article 5 of Attachment 1 of this Agreement.

Table 6-A: Approved Project Budget by Task

Task #	Task Title	Agreement Federal Funds	Agreement Non-Federal Funds	Total
1	Project Administration and Management	$412,800	$103,200	$516,000
2	Environmental Review	$220,800	$55,200	$276,000
3	Preliminary Engineering	$1,022,400	$255,600	$1,278,000
	Total	**$1,656,000**	**$414,000**	**Total Project Cost: $2,070,000**

Table 6-B: Approved Project Budget by Source

Funding Source	Total Amount	Percentage of Total Project Cost
Federal Share	$1,656,000	80%
Agreement Federal Funds	$1,656,000	80%
FRA RCE	$1,656,000	80%
Agreement Non-Federal Funds	$414,000	20%
Local	$414,000	20%

6.6 Pre-Award Costs

None. Consistent with 2 C.F.R. part 200, costs incurred before the date of this Agreement are not allowable costs under this award. FRA will neither reimburse those costs under this award nor consider them as a non-Federal cost-sharing contribution to this award.

6.7 Phased Funding Agreement

Not applicable.

ARTICLE 7: PERFORMANCE MEASUREMENT INFORMATION

Table 7-A: Performance Measurement Table identifies the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess the Recipient's progress in

achieving grant program goals and objectives. The Recipient will report on these performance measures in accordance with the frequency and duration specified in Table 7-A.

Upon Project completion, the Recipient will submit reports comparing the actual Project performance of the new and or improved asset(s) against the pre-Project (baseline) performance and expected post-Project performance as described in Table 7-A. The Recipient will submit the performance measures report to the Project Manager in accordance with Table 7-A.

Table 7-A: Performance Measurement Table

Goal	Objective	Performance Measure	Description of Measure	Measurement	Reporting
Completion of Preliminary Engineering for an at-grade rail crossing elimination	Satisfactory Design Completion	Satisfactory Completion of preliminary engineering documents and deliverables	All deliverables required in Section 4.3 are successfully completed and accepted by FRA	**Pre-Project (Baseline) Performance as of March 2024** Not applicable since no document completed	**Frequency:** During period of performance
				Expected Post-Project Performance: Yes; documents/ deliverables completed	**Duration:** One time
Completion of Environmental Review for an at- grade rail crossing elimination	Satisfactory completion of the NEPA environmental review process	Completion of NEPA documents/ deliverables acceptable to FRA	All deliverables in Section 4.3 are successfully completed and accepted by FRA	**Pre-Project (Baseline) Performance as of March 2024**: Not applicable since no document completed	**Frequency:** During period of performance
				Expected Post-Project Performance: Yes; document/ deliverables completed	**Duration:** One time

ARTICLE 8: ENVIRONMENTAL COMPLIANCE

In accordance with the National Environmental Policy Act (NEPA; 42 U.S.C. § 4321 et seq.), other environmental statutes, related regulatory requirements, and FRA's NEPA-implementing regulations (23 C.F.R. part 771), FRA has determined that the actions funded under this Agreement as described in this Attachment 2, Section 4.3, Tasks 2, are categorically excluded from detailed environmental review pursuant to 23 C.F.R. § 771.116 (c) (3). In accordance with Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108; 36 C.F.R. part 800), FRA has also determined that the actions funded under this Agreement have no potential to cause effects to historic properties. The actions do not require the use of property protected by Section 4(f) of the Department of Transportation Act (49 U.S.C. § 303; 23 C.F.R. part 774).

Categorical exclusion (CE) means a category of actions that a Federal agency has determined normally do not have a significant impact on the quality of the human environment and therefore do not require either an environmental assessment (EA) or environmental impact statement (EIS). 42 U.S.C. § 4336e(1). In analyzing the applicability of a CE, FRA also considered whether unusual circumstances are present that would warrant a more detailed environmental review through the preparation of an EA or EIS. In accordance with 23 C.F.R. § 771.116 (a) and (b), FRA has further concluded that no unusual circumstances exist with respect to development of the activities funded under this grant that might trigger the need for a more detailed environmental review.

Should conditions or the scope of the action change, the Recipient must notify FRA and receive written response and notice to proceed before proceeding. FRA will evaluate whether this determination remains applicable or if additional environmental review is necessary.

ARTICLE 9: LABOR AND WORK

9.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards

This Section identifies the Recipient's efforts to support good-paying jobs and strong labor standards related to the Project. The Recipient certifies that rows marked with "X" in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. (Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. (Describe the training programs in the supporting narrative below.)

	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. (Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. (Describe the partnership and workforce strategies in the supporting narrative below.)
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. (Describe those actions in the supporting narrative below.)
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described below. (Identify the relevant actions in the supporting narrative below.)
X	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

9.2 Supporting Narrative

N/A

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Exhibits

Revision Date: November 19, 2025

Table of Contents

EXHIBIT A: APPLICABLE FEDERAL LAWS AND REGULATIONS 3
GENERAL FEDERAL LEGISLATION 3
EXECUTIVE ORDERS 4
GENERAL FEDERAL REGULATIONS 4
EXHIBIT B: ADDITIONAL STANDARD TERMS 6
EXHIBIT B.1: TITLE VI ASSURANCES 7
EXHIBIT B.2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS 16
EXHIBIT B.3: REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW 20
EXHIBIT B.4: RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING 22
EXHIBIT B.5: EQUIVALENT LABOR PROTECTIONS UNDER 49 U.S.C. 22905(c)(2)(B) 24
EXHIBIT C: QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS 33

EXHIBIT A: APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this Agreement, the Recipient assures and certifies, with respect to this award, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this Agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this Agreement include, but are not limited to, the following:

GENERAL FEDERAL LEGISLATION

a. Davis-Bacon Act – 40 U.S.C. § 3141 et seq.
b. Federal Fair Labor Standards Act – 29 U.S.C. § 201 et seq.
c. Hatch Act – 5 U.S.C. § 1501 et seq.
d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. § 4601 et seq.
e. National Historic Preservation Act of 1966 (Section 106) – 54 U.S.C. § 306108
f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. §§ 312501-312508
g. Native American Graves Protection and Repatriation Act – 25 U.S.C. § 3001 et seq.
h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401 et seq.
i. Clean Water Act, as amended – 33 U.S.C. § 1251 et seq.
j. Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. § 1536 et seq.
k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451 et seq.
l. Flood Disaster Protection Act of 1973, Section 102(a) – 42 U.S.C. § 4012a
m. Age Discrimination Act of 1975 – 42 U.S.C. § 6101 et seq.
n. American Indian Religious Freedom Act, as amended – P.L. 95-341
o. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. §§ 290dd–290dd-2
p. Architectural Barriers Act of 1968 – 42 U.S.C. § 4151 et seq.
q. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42, Section 403 – 42 U.S.C. § 8373
r. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701 et seq.
s. Copeland Anti-kickback Act, as amended – 18 U.S.C. § 874 and 40 U.S.C. § 3145
t. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321 et seq.
u. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271 et seq.
v. Single Audit Act of 1984 – 31 U.S.C. § 7501 et seq.
w. Americans with Disabilities Act of 1990 – 42 U.S.C. § 12101 et seq.
x. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
y. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. § 794
z. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. § 2000d et seq.
aa. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
bb. Freedom of Information Act, as amended – 5 U.S.C. § 552
cc. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1801 et seq.
dd. Farmland Protection Policy Act of 1981 – 7 U.S.C. § 4201 et seq.
ee. Noise Control Act of 1972 – 42 U.S.C. § 4901 et seq.
ff. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. § 661 et seq.
gg. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. §§ 401 and

525

hh. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. § 303
ii. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. §§ 9601–9657
jj. Safe Drinking Water Act – 42 U.S.C. §§ 300f–300j-26
kk. The Wilderness Act – 16 U.S.C. §§ 1131–1136
ll. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901 et seq.
mm. Migratory Bird Treaty Act – 16 U.S.C. § 703 et seq.
nn. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109-282, as amended by Section 6202 of Public Law 110-252)
oo. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
pp. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
qq. Efficient Environmental Reviews – 23 U.S.C. § 139
rr. Grant Conditions – 49 U.S.C. § 22905
ss. Build America, Buy America Act – Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands
b. Executive Order 11988 – Floodplain Management
c. Executive Order 12372 – Intergovernmental Review of Federal Programs
d. Executive Order 12549 – Debarment and Suspension
e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
f. Executive Order 14025 – Worker Organizing and Empowerment
g. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
h. Executive Order 14154 – Unleashing American Energy
i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

GENERAL FEDERAL REGULATIONS

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 CFR Parts 200, 1201
b. Non-procurement Suspension and Debarment – 2 CFR Parts 180, 1200
c. Investigative and Enforcement Procedures – 14 CFR Part 13
d. Procedures for predetermination of wage rates – 29 CFR Part 1
e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 CFR Part 3
f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 CFR Part 5
g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60 et seq.
h. New Restrictions on Lobbying – 49 CFR Part 20
i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation –

Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21, including any amendments thereto

j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 CFR Part 24
k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 CFR Part 35
n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 CFR Part 30
p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 CFR Parts 37 and 38
r. Environmental Impact and Related Procedures – 23 CFR Part 771
s. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 CFR Part 774

Specific assurances required to be included in the Agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this Agreement.

EXHIBIT B: ADDITIONAL STANDARD TERMS

EXHIBIT B.1: TITLE VI ASSURANCES

TITLE VI ASSURANCE
Implementing Title VI of the Civil Rights Act of 1964, as amended

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 CFR Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Application and by entering into this Agreement, the Recipient **HEREBY AGREES THAT**, as a condition to receiving Federal financial assistance from the Federal Railroad Administration (FRA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 CFR Section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds 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 Recipient receives Federal financial assistance from DOT, including FRA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, including any amendments thereto, will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "*The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*"

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient 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 Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing FRA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by FRA. You must keep records, reports, and submit the material for review upon request to FRA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the FRA under this Agreement. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the program or project funded under this Agreement.

APPENDIX A

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 (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will 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 will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including any amendments thereto.

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 will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or FRA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FRA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The

contractor will take action with respect to any subcontract or procurement as the Recipient or FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), 23 U.S.C. § 117 and the policies and procedures prescribed by the Federal Railroad Administration (FRA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her 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:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her 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 (1) no person on the ground of race, color, or national origin, will 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 ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex) (as applicable);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (P.L. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131–12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq.).

EXHIBIT B.2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

2 CFR Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FRA approval or that is estimated to cost $25,000 or more—as defined in 2 CFR Parts 180 and 1200.

By signing and submitting the Application and by entering into this Agreement, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, 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;

(3) 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 enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification – Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FRA approval or estimated to cost $25,000 or more – 2 CFR Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT B.3: REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by Sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

   "**Covered Transaction**" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

   "**Felony Conviction**" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

   "**Participant**" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

   "**Tax Delinquency**" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "**SAM**") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

(1) Certify whether the entity has a Tax Delinquency; and

(2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

(1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

(2) an entity provides an affirmative response to either certification in section 3; or

(3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

(a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

(b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

(c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

(1) require the SAM check in section 2;

(2) require the certifications in section 3;

(3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

EXHIBIT B.4: RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, "**Motor Vehicles**" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, "**Driving**" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, "**Text messaging**" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) 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 the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also 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 remain stationary.

For the purpose of this Term B.4, the "**Government**" includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented 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 workplace safety 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.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT B.5: EQUIVALENT LABOR PROTECTIONS UNDER 49 U.S.C. 22905(c)(2)(B)

This Exhibit provides guidance on the protective arrangements equivalent to the protective arrangements established under Section 504 of the Railroad Revitalization Reform Act of 1976, with respect to employees affected by actions taken in connection with a Project financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B). Fluctuations and changes in volume or character of employment brought about solely by other causes are not within the scope of this Exhibit.

1. Definitions. Whenever used in this Exhibit, capitalized terms shall have the meanings below:

(a) "Average Monthly Compensation" means the total compensation received by a Displaced Employee or a Dismissed Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement or dismissal, divided by twelve (12). The Average Monthly Compensation shall be adjusted to reflect subsequent general wage increases.

(b) "Average Monthly Time" means the total number of hours worked by a Displaced Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement, divided by twelve (12).

(c) "Day" means one 24-hour calendar day (including holidays and weekends) for purposes of calculating deadlines and other timeframes in this Exhibit.

(d) "Displaced Employee" means a Protected Employee who remains employed by a Railroad but, as a result of a Project, is placed in a worse position with respect to compensation and rules governing working conditions. A Protected Employee's status as a Displaced Employee begins on the date said employee is harmed.

(e) "Dismissed Employee" means a Protected Employee who: (1) as a result of a Project, is deprived of employment with the Railroad because (i) the Railroad eliminates the Protected Employee's position, or (ii) the Railroad eliminates another employee's position (and that employee's exercise of seniority rights results in the Protected Employee's inability to secure another position by the exercise of the Protected Employee's seniority rights); and (2) is unable to secure another position by exercise of their seniority rights A Protected Employee's status as a Dismissed Employee begins on the date said employee is deprived of employment.

(f) "Project" means any action financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B).

(g) "Protected Employee" means an employee of a Railroad who is affected by actions taken pursuant to a Project, whether the Project is initiated by a Railroad or a Recipient. If a Railroad rearranges or adjusts its forces in anticipation of a Project with the purpose or effect of depriving an employee of benefits to which they otherwise would have become entitled under this Exhibit, then that employee is a Protected Employee under this Exhibit. An employee's status as a Protected Employee shall continue for the duration of the applicable Protective Period. An employee who solely benefitted as a result of a Project shall not be a Protected Employee under this Exhibit.

(h) "Protective Period" means that period during which a Displaced Employee or a Dismissed Employee is provided the protections described in this Exhibit. The Protective Period begins

on the date an employee of a Railroad is displaced or dismissed and ends after six (6) years. However, the Protective Period for any particular employee shall not continue longer than the period of time the Railroad employed the employee prior to the date of their displacement or dismissal. For purposes of this Exhibit, an employee's length of service shall be determined in accordance with the provisions of Section 7(b) of the Washington Job Protection Agreement of May 1936, as amended.

(i) "Recipient" means any person or entity receiving financial assistance subject to the requirements of 49 U.S.C. § 22905(c), including grantees, subrecipients, contractors, and subcontractors.

(j) "Railroad" means (1) a railroad carrier as defined in 49 U.S.C. § 20102(3), or (2) any person deemed a rail carrier pursuant to 49 U.S.C. § 22905(b).

2. Flow Down.

(a) In accepting financial assistance for a Project, the Recipient is responsible for ensuring the compliance with the protections provided in this Exhibit. The Recipient shall make the acceptance of this Exhibit a condition of any new contract (or incorporate its terms into any existing contract by amendment) that uses funds subject to the requirements of 49 U.S.C. § 22905(c). These conditions shall apply to a Recipient, any Railroad and any contractor of any tier with which the Recipient contracts using funds subject to the requirements of 49 U.S.C. § 22905(c).

(b) The Recipient shall require in an agreement (either in a new agreement or as an amendment to an existing agreement) with a Railroad owning the right-of-way to be improved by a Project that the Railroad notify its employees (or their representatives) of the Project being funded with financial assistance subject to 49 U.S.C. § 22905(c) and the applicability of these protections.

(c) Any Railroad employee (or their representatives) may notify a Recipient of a dispute or controversy relating to the requirements of this Exhibit to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

3. Collective Bargaining Agreements.

(a) **Existing Agreements**. The rates of pay, rules, working conditions, and all collective bargaining and other rights, privileges, and benefits (including continuation of pension rights and benefits) of a Railroad's employees under applicable laws, regulations, and/or existing collective bargaining agreements shall be preserved and remain applicable unless changed by future collective bargaining agreements or applicable statutes or regulations. As applied to the regulation of subcontracting by the Railroads of a Project, the provisions of this section shall mean that a determination of whether or not such work validly may be subcontracted by a Railroad shall not be affected by the fact that the work is being financed by funds subject to the requirements of 49 U.S.C. § 22905(c)(2)(B). Nothing in this Exhibit shall be construed as depriving any Railroad employee of any rights or benefits or eliminating any obligations that such employee may have under any existing contractual or statutory arrangement, including job security agreements, protective conditions, or arrangements.

(b) **Election by Protected Employee**. Where a Protected Employee is eligible for protections under both this Exhibit and another contractual or statutory arrangement, the Protected Employee shall elect between the protection under this Exhibit and protection under such other arrangement. After

such an election, the Protected Employee shall be protected only by the arrangement that they elect. The Protected Employee shall not be entitled to any protection or benefit (regardless of whether such benefit is duplicative) under the arrangement that they do not elect. However, if the elected protection expires pursuant to the terms of the arrangement that governs the elected protection, the Protected Employee is entitled to protection under the arrangement not originally elected for the remainder, if any, of the Protective Period.

4. Change in Operations, Services, Facilities, or Equipment.

(a) **Notice**. When a Railroad contemplates a change or changes in its operations, services, facilities, or equipment as a result of a Project, which may cause the dismissal or displacement of Protected Employees or rearrangement of forces involving such employees, it shall give at least sixty (60) days' written notice of such intended changes to both Protected Employees and their duly authorized representatives (if applicable). Such notice shall contain a full and adequate description of the proposed changes, including an estimate of the number of Protected Employees of each class affected by the intended changes.

(b) **Negotiations**.

(i) Initiation of Negotiation. Within sixty (60) days after the Railroad issues a notice under Section 4(a) of this Exhibit, the Railroad or the Protected Employees (or their representatives) may, by written notice to the other party, request a meeting and opportunity to negotiate an agreement with respect to the application of the terms and conditions of this Exhibit. These negotiations shall commence within fourteen (14) days from the receipt of such request.

(ii) Subject of Negotiations. Each change to rail operations, services, facilities, infrastructure, or equipment (including rights-of-way, track, and signal and crossing systems) that may result in dismissal or displacement of Protected Employees or rearrangement of forces involving such employees shall be subject to review and negotiation by the parties, but only to the extent necessary to ensure compliance with this Exhibit. For any contemplated rearrangement of rail forces, the Railroad and the representative(s) of the Protected Employees shall agree on the method of selection of employees to be moved, and the assignment of those employees to new roles.

(c) **Arbitration**. If the Railroad and the representative(s) of the Protected Employees fail to agree within forty-five (45) days from the initial meeting and opportunity to negotiate, either party may submit the dispute for arbitration in accordance with the following procedures:

(i) Notice & Selection of Arbitrator. Within ten (10) days after either party has notified the other in writing of their desire to submit the dispute for arbitration, the parties shall select a neutral arbitrator. If the parties cannot agree upon the selection of said arbitrator, then the parties shall submit a request to the National Mediation Board to appoint an arbitrator. In either case, a hearing shall be scheduled no later than thirty (30) days after an arbitrator has been appointed.

(ii) Binding Decision. The decision of the arbitrator shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the date of the commencement of the hearing of the dispute.

(iii) Expenses. The salary and expenses of the arbitrator shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(d) **Implementation**. If a notice is issued under Section 4(a), the Railroad shall not implement such a change or changes until: (i) sixty (60) days after the notice in accordance with Section 4(a), if no party requests a meeting and opportunity to negotiate; (ii) the parties reach agreement pursuant to Section 4(b), if a party requests a meeting and opportunity to negotiate; or (iii) a referee has rendered a decision pursuant to Section 4(c).

5. Protections for Displaced Employees

(a) **Displacement Allowances**.

(i) In General. If a Displaced Employee is unable, in the normal exercise of such employee's seniority rights under existing agreements, rules and practices, to obtain a position that is compensated equal to or exceeding the compensation the Displaced Employee received in the position from which such employee was displaced, then the Displaced Employee shall, during the Protective Period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by the Displaced Employee in the position in which such employee is retained and the Average Monthly Compensation received by the Displaced Employee in the position from which such employee was displaced (the "Displacement Allowance").

(ii) Application of Displacement Allowance. If a Displaced Employee's compensation in that employee's retained position is less in any month in which such employee performs work than the Average Monthly Compensation, then the Displaced Employee shall be paid the difference between the current compensation and the Average Monthly Compensation. However, the Displacement Allowance shall be reduced by the Displaced Employee's time lost as a result of voluntary absences, to the extent that the Displaced Employee is not available for service equivalent to the Displaced Employee's Average Monthly Time. If, on the other hand, the Displaced Employee, in such employee's retained position, works in excess of the Average Monthly Time in any given month, then the Displaced Employee shall be additionally compensated for such excess time at the rate of pay of the employee's retained position. If a Displaced Employee fails to exercise their seniority rights to secure another position available to the employee which does not require a change in such employee's place of residence, to which the employee is entitled under the working agreement, and which carries a rate of pay and compensation exceeding those of the position that the employee elects to retain, then the Displaced Employee shall thereafter be treated for the purposes of this section as occupying the position such employee elects to decline.

(iii) Early Expiration. The Displacement Allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement, or dismissal for justifiable cause.

(b) **Moving Expenses**. Any Protected Employee retained in the service of a Railroad, or who is later restored to service after being entitled to receive a Dismissal Allowance, and is required to change the point of such employee's employment as a result of the Project, and within the employee's Protective Period is required to move the employee's place of residence, shall be reimbursed for all expenses of moving the employee's household and other personal effects, including travel expenses, temporary living expenses, and any actual wage loss during the time necessary to make the move, and for a reasonable time thereafter, not to exceed five (5) days.

(i) Prior Agreement. The exact extent of the responsibility of a Railroad under this Section and the ways and means of transportation shall be agreed upon in advance by the Railroad and the Protected Employee or their representatives.

(ii) Exception. Changes in residence that are not a result of a Project, which are made after the initial change and that grow out of the normal exercise of seniority rights, are not within the purview of this Section.

(iii) Furloughed Employees. The Railroad shall, to the same extent provided above, assume the moving expenses outlined in Section 5(b) for an employee furloughed within three (3) years after changing such employee's point of employment as a result of a Project, who elects to move their place of residence back to their original point of employment.

(iv) Reimbursement. A claim for reimbursement shall be paid under the provisions of this Section within sixty (60) days after it is submitted, unless disputed by the Railroad, but no claim shall be paid if presented to the Railroad more than ninety (90) days after the date on which the expenses were incurred.

(c) **Losses from Home Sale or Contract Termination**. Any Displaced Employee who is retained in the service of a Railroad (or who is later restored to service after being entitled to receive a dismissal allowance), and who is required to change the point of such employee's employment during the Protective Period as a result of a Project, is entitled to the following:

(i) Home Sale for Less Than Fair Market Value. If the Displaced Employee owns their place of residence in the locality from which such employee is required to move, then at the Displaced Employee's option, the Railroad shall reimburse the Displaced Employee for the difference between the actual sale price and the fair market value of the employee's place of residence. The Railroad shall pay such difference within sixty (60) days after the Displaced Employee has filed a claim for such loss in accordance with Section 5(c)(vi), unless a controversy arises as to which Section 5(c)(vii) applies. In each case, the fair market value of the home in question shall be determined without consideration of the Project. The Railroad shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the Displaced Employee to any other person.

(ii) Election to Receive Closing Costs. The Displaced Employee may elect to waive the provisions of Section 5(c)(i) and to receive, in lieu thereof, an amount equal to the closing costs that are customarily paid for and assumed by a seller of real estate in the jurisdiction in which the employee's residence is located. Such costs shall include customary fees paid to a licensed realtor (not to exceed six percent (6%) of the final sale price) and any prepayment penalty required by any mortgagor or beneficiary of a deed of trust. Such costs shall not include

the payment of any mortgage discount points or similar interest discount fees by the Displaced Employee.

(iii) Pending Contract to Purchase. If a Displaced Employee has entered into a contract to purchase a place of residence, but due to a Project must cancel that contract, the Railroad shall indemnify the Displaced Employee against any losses due to such cancellation, and shall relieve the Displaced Employee from any further obligation under the contract.

(iv) Unexpired Lease. If the Displaced Employee holds an unexpired lease of a dwelling as the employee's primary place of residence, and the Displaced Employee must cancel the lease due to a Project, the Railroad shall indemnify the Displaced Employee from all costs and liability arising from said cancellation.

(v) Exclusions. Any change in residence that is not due to or caused by a Project, or that resulted from the normal exercise of a Protected Employee's seniority rights, shall not be within the purview of this Section.

(vi) Notification of Claims. A Displaced Employee shall notify, in writing, the Railroad of such employee's claim arising from this Section 5(c) within one (1) year of the date the Displaced Employee's claim accrues.

(vii) Home Value Disagreements. In the event of disagreement between a Railroad and a Displaced Employee as to the value of a Displaced Employee's claim, either party (or their representatives) may request, in writing, a joint conference to resolve the disagreement.

A. Real Estate Appraisers. If the parties are unable to resolve the disagreement, either party may refer the disagreement to two licensed real estate appraisers, one of whom shall be selected by the Displaced Employee (or such employee's representatives), and one of whom shall be selected by the Railroad. If the two selected real estate appraisers are unable to agree on a valuation within thirty (30) days, the selected real estate appraisers shall designate (or agree to a method by which to select) a third licensed real estate appraiser within ten (10) days. If unable to agree on a selection, either party may request the National Mediation Board to designate within twenty (20) days a third licensed real estate appraiser. A decision by two of the three licensed real estate appraisers shall be required to determine the value in dispute. Said decision shall be final and conclusive.

B. Payment of Expenses. The salary and expenses of the third or neutral appraiser shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) **Failure to Exercise Seniority Rights**. If a Displaced Employee is able but does not exercise such employee's seniority rights to secure another position that does not require a change in the employee's primary place of residence, the Displaced Employee shall not be entitled to moving expenses or protections due to the sale of a home outlined in Sections 5(b)&(c).

6. Protections for Dismissed Employees.

(a) **Dismissal Allowance**. A Dismissed Employee shall be paid a monthly dismissal allowance from the date they are deprived of employment through the Protective Period.

(i) Monthly Dismissal Allowance Calculation. The monthly dismissal allowance shall be equivalent to the Average Monthly Compensation received by the Dismissed Employee in the last twelve (12) months of employment prior to the employee's dismissal.

(ii) Submission of Claim. A claim for the initial month of a dismissal allowance shall be paid within ninety (90) days and a claim for a subsequent month shall be paid within sixty (60) days after the claim is filed by the Dismissed Employee, unless the claim is disputed by the Railroad pursuant to Section 8 of this Exhibit.

(iii) Reduction or Suspension of Dismissal Allowance. If a Dismissed Employee accepts new employment (or reemployment by the dismissing Railroad) during the Protective Period, the dismissal allowance shall be reduced such that the accepted monthly compensation at the then-current position (including any unemployment insurance compensation received) plus the dismissal allowance is equivalent to the Dismissed Employee's Average Monthly Compensation. If the compensation of the Dismissed Employee's then-current employment is greater than the dismissal allowance, the dismissal allowance shall be suspended. Such reduction or suspension shall continue for the duration of the Protective Period, unless and until the Dismissed Employee's then-current compensation is reduced or eliminated. Prior to dismissal, such Dismissed Employee (or their representative) and the dismissing Railroad shall agree upon a procedure by which such Railroad shall be informed of the earnings and benefits of such Dismissed Employee in their new position of employment.

(iv) Early Termination. The dismissal allowance shall cease prior to the expiration of the Protective Period in the event of the Dismissed Employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure without good cause to return to service after being notified in accordance with an applicable working agreement, or failure without good cause to accept a comparable position that does not require a change of residence, for which the Dismissed Employee is qualified and eligible with the Railroad from which such employee was dismissed after being notified, if the employee's return does not infringe upon employment rights of other employees under a working agreement.

(b) **Separation Allowance**. A Dismissed Employee may, at such employee's option, within seven (7) days of dismissal or an arbitration award establishing the employee's status as a Dismissed Employee, resign and (in lieu of all other benefits and protections provided in this Exhibit) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936, as amended.

(c) **Priority of Employment or Re-Employment**. Any Protected Employee whose employment is terminated or who is furloughed as a result of a Project shall, if they so request, be granted priority of employment or re-employment to fill a position comparable to that which they held on the Railroad (even if in a different craft or class), so long as they are qualified, or by training or retraining can become physically and mentally qualified, for the position. However, such priority of

employment or re-employment must not be in contravention of any relevant collective bargaining agreements.

(i) **Training or Re-Training**. In the event such training or retraining is requested by a Protected Employee pursuant to Section 6(c), the Railroad shall provide such training or retraining at no cost to the Protected Employee.

(ii) **Waiver of Protections**. If a Protected Employee who has made a request under Section 6(c) fails without good cause within ten (10) days to accept an offer of a comparable position for which such employee has satisfactorily completed such training, the Protected Employee shall, upon the expiration of such ten (10) day period, forfeit all rights and benefits under this Exhibit.

7. Fringe Benefits. No Protected Employee shall be deprived during the Protective Period of any (non-salary) rights, privileges, or benefits attached to such employee's previous employment under the terms and conditions of an existing employment agreement (including, but not limited to, free transportation, hospitalization, pensions, insurance, or vacation benefits), so long as such rights, privileges, or benefits continue to be accorded to other employees of the Railroad, in active service or on furlough as the case may be, to the extent that such rights, privileges, or benefits can be so maintained under present authority of law, corporate action, or through future authorization.

8. Arbitration of Disputes.

(a) **Scope**. Any dispute under these conditions not settled by the relevant parties will be resolved in arbitration as provided herein. In the event a Railroad and the Protected Employee(s) (or their representatives) cannot settle a dispute or controversy with respect to the interpretation, application, or enforcement of any provision of this Exhibit (other than those Sections of this Exhibit that provide for another means of dispute resolution) within thirty (30) days after the dispute arises, either party may refer the dispute to an arbitration committee. The affected Protected Employee(s) (or their representatives) may notify a Recipient of a dispute or controversy under this Section 8 to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

(b) **Notice**. The party referring the dispute to an arbitration committee shall notify the other party in writing of its intent to refer a dispute or controversy to an arbitration committee.

(c) **Selection of Members**. Within ten (10) days of receipt of the written notice, each party to the arbitration shall select one (1) member of the committee, and the members thus chosen shall select an additional, neutral member to serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or a senior officer designated by the Railroad or the Recipient, as the case may be, shall be deemed the selected member. Should the members be unable to agree upon the appointment of the neutral member within ten (10) days, the parties shall then within an additional ten (10) days agree to a method by which a neutral member shall be appointed; failing such agreement, either party may request the National Mediation Board to designate within twenty (20) days the neutral member whose designation will be binding upon the parties.

(d) **Multiple Representatives**. In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the Railroad or Recipient may appoint additional representatives equivalent to the number of labor

organization representatives; provided, however, that the decision in such case shall be made by the neutral member.

(e) **Decisions Binding**. The decision, by majority vote except as provided otherwise in paragraph (d) of this Section, of the arbitration committee shall be final, binding, conclusive, and rendered within forty-five (45) days after the hearing of the dispute or controversy has been concluded and the record closed.

(f) **Expenses**. The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding, and all other expenses shall be paid by the party incurring them.

9. Classification of a Protected Employee. In the event an employee (or their representatives) cannot settle a dispute or controversy with the Railroad or the Recipient as to whether or not a particular employee would be affected by a Project, either party may refer the dispute to an arbitration committee within thirty (30) days after the dispute arises pursuant to the arbitration procedures in Section 8. For any such dispute, the employee of a Railroad shall have the burden to identify, with reasonable specificity, the Project that allegedly affected them, and to specify the pertinent facts of that Project, including the change or changes resulting from the Project that allegedly affected them. The burden shall then shift to the Railroad or Recipient to show that factors other than a change resulting from the Project affected the employee. The employee shall prevail on this issue if it is established that the Project had an effect upon the employee, even if other factors also may have affected the employee.

10. Resolution of Disputes for Non-Bargaining Unit Protected Employees. Any Protected Employee who is not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under this Exhibit. In the event any dispute arises between a Railroad and an employee not represented by a labor organization with respect to the interpretation, application, or enforcement of any provision of this Exhibit that cannot be settled by the parties within thirty (30) days after the dispute arises, either party may, as an alternative to the dispute resolution procedures outlined in this Exhibit, refer the dispute within ninety (90) days after the dispute arises to the Secretary of Labor for determination. The determination of the Secretary of Labor, or their designated representative, shall be final and binding on the parties.

11. Severability. In the event any provision of this Exhibit is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this Exhibit shall not be affected.

EXHIBIT C: QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS

Quarterly Project Progress Reports and Recertifications are available at:
https://railroads.dot.gov/grants-loans/fra-reports

CITY OF HANFORD
Department of Public Works
Focused On Our Community 24/7
900 South 10th Avenue • HANFORD, CA 93230-5234 • (559) 585-2550

This is an amendment to the Federal Project Agreement between TRC and the City of Hanford dated February 12, 2026, and therefore all work to be performed under this Work Order shall comply with all provisions of said agreement.

Work Order No. 1: Grant writing services for the FRA-RCE Grangeville Boulevard at BNSF Railway Grade Separation – Final Design Phase; and the CPUC SH190 Grade Separation Fund Nomination.

Work performed shall be paid in accordance with the hourly rates established in the fee schedule contained in the Professional Agreement for On Call Engineering Services attached as "Exhibit A", but **not to exceed $24,937.00** without an approved change order executed by the City of Hanford and TRC Engineers.

Scope of Work:

CONSULTANT's fee for the Task 1 – Basic Services portion of the services described herein shall be as follows:

TASK	DESCRIPTION	FEE
1.A	Update Engineer's Opinion of Probable Cost	$6,040
1.B	CPUC Grade Separation Fund Nomination	OPTIONAL $ 0
1.C	Assist with RCE Grant Nomination	$17,700
All	Expenses	$ 1,197
	Subconsultant: Metro Traffic Data	OPTIONAL $ 0
	Total Basic Services	$24,937

By:_____
Frank Senteno
Utilities and Engineering Director

By:_____
Mark A. Imbriani, P.E
President

By:_____
Chris Tavarez
City Manager

Project # 26650000-823644

SCOPE OF SERVICES
Cost Estimate Update and CE Fund Nominations
For a
Future Grade Separated Railroad Crossing on Grangeville Blvd. at BNSF Railway
Hanford, California

Work Plan
In accordance with Exhibit A of the Agreement, the City of Hanford (CITY) wishes to have TRC Engineers, Inc. (CONSULTANT) proceed with updating the cost estimate for the underpass grade separation alternative previously developed by CONSULTANT in the Feasibility Report dated November 2019 and updated in 2024. The CITY also wishes CONSULTANT to assist in the preparation of a Final Design Phase nomination for the FRA Crossing Elimination (CE) Fund as described in the 2026 FRA NOFO.

Note the FRA NOFO lists the program name as Railroad Crossing Elimination, Crossing Elimination, and Crossing Safety in various locations. It is understood that such titles may be used interchangeably herein.

This work plan (Exhibit A) has been developed such that the deliverables can be utilized in a future preliminary design phase of the project. The CITY understands that the CE funding will be very competitive, and that CONSULTANT can in no way guarantee that any funding will be awarded to the CITY as a result of CONSULTANT 's efforts hereunder. CITY further understands that early completion of work will increase the likelihood of success in acquiring such funding and will exercise all due diligence in expediting completion of this and subsequent project development work should it desire to maximize its chances of securing this funding.

The following is a description of work tasks that have been identified:

TASK 1 BASIC SERVICES

Task 1.A Update Engineer's Opinion of Probable Construction Cost

CONSULTANT will update the previously prepared detailed cost estimate for both the underpass and overpass grade separation alternatives using Caltrans' and locally bid recent cost data. The cost estimates will include escalated construction costs based on forecasted escalation rates and a construction year of 2031. Preliminary engineering and construction engineering costs will be provided as a percentage of the total construction cost.

Task 1.B CPUC Grade Separation Fund Nomination (Optional Task)

CONSULTANT will prepare an application for nomination of the CITY's project to the PUC Grade Separation Fund Priority List. Certain exhibits for the nomination will be those developed for the previous nomination, with certain updated information provided by the CITY. The following subtasks will be performed:

Task 1.B.1 CONSULTANT will prepare a signature-ready cover letter. The CITY shall review Consultant's draft letter and provide input to the letter. An official empowered to commit the City shall execute the letter.

Task 1.B.2 CONSULTANT will prepare a nomination form GSN-1 in consultation with the CITY. The form shall be in the format of Appendix 4 of the PUC Guidelines (2027 version).

Task 1.B.3 CONSULTANT will update nomination exhibits in consultation with the CITY. These will include a location map, very brief project scope, project funding matrix, and photographs. SUBCONSULTANT Metro Traffic will conduct new traffic counts at the grade crossing to determine the number of train crossings, AADT, and blocking delay times. (Per the nomination requirements, the counts must have been performed within one year of the submittal deadline of October 2027).

Task 1.B.4 CONSULTANT will update the brief narrative that describes: 1) the scope and benefits of the PUC funding, 2) description of non-PUC funding, and 3) accident history.

It is expected that the CITY and air quality district will contribute to the preparation of the nomination.

Task 1.B.5 With the assistance of the CITY, CONSULTANT will update the Community Impact Evaluation supporting the benefits of the project. This will include a review of any applicable planning documents provided to CONSULTANT by CITY.

Task 1.B.6 CONSULTANT will assemble five copies of each nomination and provide to the CITY for signature and mailing to the PUC prior to the submittal deadline in October 2027.

Task 1.B.7 CONSULTANT will send one representative to attend the PUC public hearing in San Francisco on or around April 1, 2028.

Task 1.B.8 CONSULTANT will monitor the evaluation process, advise the CITY when the initial priority list is released, and discuss strategy with the CITY.

Task 1.C Crossing Elimination (CE) Fund Nomination

CONSULTANT will assist the CITY in preparing an application for the Final Design Phase of the CITY's project to the FRA's CE Fund. Certain exhibits for the nomination will be those developed under Task 1.A., with certain updated information provided by the CITY. In general, the CITY will perform all application activities excepting those subtasks listed below to be performed by CONSULTANT. Subtask descriptions rely on those listed in Section 4 of the FRA-published Notice of Funding Opportunity for the Railroad Crossing Elimination (Crossing Safety) Program requirements:

Task 1.C.1 CONSULTANT will update technical language in the Project Narrative, including the FRA Cover Page, Project Summary, Funding Summary, Eligibility Criteria, and a Detailed Project Description and Grade Crossing Information. CONSULTANT will not update nomination exhibits as the previously prepared location map, project funding matrix, and photographs will be revised.

Task 1.C.2 CONSULTANT will update the Statement of Work as defined in CE Section 4.VI.A, using the Attachment 2, Statement of Work from the 2024 RCE NOFO as a template.

Task 1.C.3 CONSULTANT will update the Project Schedule as defined in the 2024 RCE NOFO Section D.2.b.i, using the Attachment 3 as a template. The schedule will show major milestones.

Task 1.C.4 CONSULTANT will update the Project Budget portion of Federal From SF424C and SF424D, as defined in CE Section 4.III. The budget will show major phase estimates, not fees for every individual task to be performed.

Task 1.C.5 CONSULTANT will provide input to the Performance Measures prepared by the CITY, as defined in CE NOFO Section 4.VIII.iii, using the 2024 RCE NOFO Attachment 5 as a template. CONSULTANT work in this task is assumed to be minimal.

Task 1.C.6 CONSULTANT will attend weekly calls with the CITY to discuss progress and coordinate activities. It is assumed that 4 such 1-hour in duration virtual meetings will be held.

CITY'S DUTIES AND RESPONSIBILITIES

The CITY shall:

1. Provide all criteria and full information concerning their requirements for the project.
2. Provide any relevant planning documents.
3. Provide preliminary title reports for all parcels impacted by project.
4. Provide any available traffic data although CONSULTANT will obtain any such data that is not readily available, including a revised Traffic Study by Peters Engineering.
5. List of proposed funding sources.
6. Provide unit costs for R/W acquisition and TCEs.
7. Give prompt notice whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.
8. At CITY 's discretion, authorize and direct CONSULTANT to provide necessary Supplemental and/or Additional Services.

SUPPLEMENTAL SERVICES

The CITY may request that CONSULTANT perform Supplemental Services. Both parties, prior to proceeding with any such services and upon mutual agreement to perform such services, shall execute a written amendment to this Agreement.

RIGHT TO RELY

Consistent with the professional standard of care, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation unless specifically required in the Scope of Services.

COMPENSATION

CONSULTANT's fee for the Task 1 – Basic Services portion of the services described herein shall be as follows:

TASK	DESCRIPTION	FEE
1.A	Update Engineer's Opinion of Probable Cost	$6,040
1.B	CPUC Grade Separation Fund Nomination	OPTIONAL $ 0
1.C	Assist with RCE Grant Nomination	$17,700
All	Expenses	$ 1,197
	Subconsultant: Metro Traffic Data	OPTIONAL $ 0
	Total Basic Services	$24,937

Task 1.B is an optional service. This can be authorized by the City upon mutual agreement of an amendment or separate task order to add such work.

CITY OF HANFORD	**TRC ENGINEERS, INC.**	**Date:**	05/08/26	**Project:**	626803-2	08-May-26
GRADE SEP COST UPDATES AND FUNDING NO	**DESIGN FEE ESTIMATE WORKSHEET**			**Increase:**	0.0%	10:16:43 AM
BASIC SERVICES				**Sub administration:**	0%	

Expenses	
Description	Amount
Travel	
Airfare (round trips)	$0
Mileage	$403
Lodging	$400
Per Diem	$82
Car Rental	$0
Misc.	$125
Travel Subtotal	$1,010
Other Direct Costs	$187
Subconsultants Admin. Costs	$0
ODC Subtotal	$187
Total	$1,197

Subconsultants	
Name	Amount
Metro Traffic Data	$0
Subconsultant Markup 5%	$0
Total	$0

Total Fee Estimate	
Labor	**$23,740**
Subconsultants	**$0**
Expenses	**$1,197**
Total	**$24,937**

CITY OF HANFORD
GRADE SEP COST UPDATES AND FUNDING NOMS
BASIC SERVICES

TRC ENGINEERS
DESIGN FEE ESTIMATE WORKSHEET
2026

Date: 05/08/26
Start Date: 5/11/2026
End Date: 10/25/2026

Project: 626803-2

Increase: 0.0%
Sub admin: 0%

LABOR

Phase #	Phase Description	Principal		Senior Proj Spec		Project Manager		Project Engineer		Senior Engineer		Engineer		CADD Supervisor		CADD Technician		Desktop Publisher		Admin/Eng Assistant		Total Hours	Total $	Phase Subtotals		% of
			Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours			Hrs	$	Total
1.A	Update Engineer's Opinion of Probable Construction Cost						4		8		8		8								2	30	6040	30	6040	32%
1.B	CPUC Grade Separation Fund Nomination																									
B.1	Cover Letter																						0	0	0	0%
B.2	Nomination Form																						0			
B.3	Nomination Exhibits																						0			
B.4	Narrative																						0			
B.5	Community Impact Evaluation																						0			
B.6	Assemble and Mail Nomination																						0			
B.7	Attend CPUC Hearing																						0			
B.8	Monitor CPUC Approval																						0			
1.C	CE Nomination																							65	17700	68%
C.1	Project Narrative						10		2								4		4		4	24	4980			
C.2	Statement of Work						10		2												1	13	3760			
C.3	Project Schedule						8															8	2560			
C.4	Project Budget						8															8	2560			
C.5	Performance Measures						8															8	2560			
C.6	Weekly Calls						4															4	1280			
Totals Page 1		Hrs	0	Hrs	0	Hrs	52	Hrs	12	Hrs	8	Hrs	8	Hrs	0	Hrs	4	Hrs	4	Hrs	7	95		95	23740	100%
		Rate	320.0	Rate	240.0	Rate	320.0	Rate	230.0	Rate	180.0	Rate	160.0	Rate	170.0	Rate	130.0	Rate	100.0	Rate	100.0					
Fee/Classification			0		0		16640		2760		1440		1280		0		520		400		700		23740	hours ok		
% of Total Hours/Classification			0%		0%		55%		13%		8%		8%		0%		4%		4%		7%	100%		$ ok		

5/8/2026

TRC Engineers

FEE ESTIMATE WORKSHEET

Travel

From	Sacramento									
To	San Francisco, Hanford									
# of people	1									
# of days	1	# of nights	3							
# of trips	4									
		Rate		#			#			
Airfare (round trips)			x		trips	x		people	=	$0.00
Mileage		$0.560	x	360	miles	x	2	trips	=	$403.20
Lodging		$200.00	x	2	nights	x	1	people	=	$400.00
Per Diem		$41.00	x	2	days	x	1	people	=	$82.00
Car rental			x		days	x		people	=	$0.00
Miscellaneous		$25.00	x	5	units	x	1	units	=	$125.00
Total Travel										$1,010.20

ODC's

	Rate		#		
Mail	$0.60	x	2	pieces	= $1.20
Overnight mail	$18.00	x	4	pieces	= $72.00
Copies	$0.07	x	190	copies	= $13.30
Prints (22x34)	$2.50	x		prints	= $0.00
Vellums (22x34)	$7.50	x		prints	= $0.00
Mylars (22x34)	$15.00	x		prints	= $0.00
Miscellaneous	$100.00	x	1	units	= $100.00
Total ODC's					$186.50

Total Travel and ODC's	**$1,196.70**

RESOLUTION 26-30-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD STATING THE CITY'S SUPPORT FOR THE COMPETITIVE GRANT UNDER THE FEDERAL RAILROAD ADMINISTRATION RAILROAD CROSSING ELIMINATION PROGRAM, FOR THE HIGHWAY-RAIL GRADE SEPARATION FINAL DESIGN PHASE IMPROVEMENTS AT GRANGEVILLE BOULEVARD AND BN&SF RAILWAY.

At a regular meeting of the City Council of the City of Hanford duly called and held on June 2, 2026, at 7:00 PM. in the Council Chambers of the Civic Auditorium, it was moved by Council Member _____, and seconded by Council Member _____, and duly carried, that the following resolution be adopted:

WHEREAS, the City of Hanford is bifurcated by the BNSF Railway Company tracks and there are 15 existing at-grade crossings that are frequently blocked by the approximately 42 freight and passenger (Amtrak) trains that pass through the center of the City on a daily basis; and

WHEREAS, there are no grade separated crossings of BNSF tracks within the City limits other than the State Highway 198 grade separation, which results in frequent traffic delays, prevents cross-City access, and has a detrimental impact on public safety, air quality, economic development, and emergency access to the hospital and public safety services in the community; and

WHEREAS, with the exception of the State Highway (SR) 198 crossing, there are 18 miles between grade separations in the City and Kings County and problems caused by the lack of crossings will only be exacerbated by significant future projected growth in the community; and

WHEREAS, in November 2019, the City Council adopted a Feasibility Report for the Grangeville Boulevard at BNSF Grade Separation which provided a detailed Planning Cost Estimate of $42,900,000 for a full grade separated underpass on Grangeville Boulevard; and

WHEREAS, The 2019 Feasibility Study was amended and the cost estimate updated in September 2024 to and estimated Construction cost of $55,300,000.

WHEREAS, on April 29, 2026, the City was awarded and funding was accepted for the FRA-RCE Project Development Phase in the amount of $1,656,000 (80% FRA share) with an additional $414,000 (20% City share) for a total Project Development Phase of $2,070,000;

WHEREAS, the City does not have adequate local funding to complete the next phase, Final Design Phase, for the project to make the area safer for both local residents and the Rail System; and

WHEREAS, the City Council of the City of Hanford has already received letters of support from the Kings County Association of Governments and California Senator Hurtado's office; and

WHEREAS, the City Council of the City of Hanford hereby renews its support for the Grangeville Boulevard at BN&SF Grade Separation project and reaffirms its commitment to pursuing necessary federal funding opportunities, including the FRA-Railroad Crossing Elimination Grant, to ensure the project's successful completion.

Passed and adopted at a regular meeting of the City Council of the City of Hanford duly called and held on June 2, 2026, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

_____

MARK KAIRIS
MAYOR of the City of Hanford

Attest:

NATALIE CORRAL
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on _____ day of _____, 2026

Date: _____ _____

City Clerk

TRC Engineers, Inc.

CITY OF HANFORD

ARCHITECTURAL AND ENGINEERING SERVICES CONSULTANT AGREEMENT FOR FEDERAL PROJECTS

JANUARY 2026

City of Hanford
900 S. 10th Avenue
Hanford, CA 93230

ON-CALL A&E AGREEMENT FOR FEDERAL PROJECTS

(Exhibit 10R - For Local Assistance Federal-Aid Projects)

TABLE OF CONTENTS

Page

ARTICLE I INTRODUCTION....4
ARTICLE II CONSULTANT'S REPORTS OR MEETINGS....5
ARTICLE III STATEMENT OF WORK....5
ARTICLE IV PERFORMANCE PERIOD....8
ARTICLE V ALLOWABLE COSTS AND PAYMENTS....8
ARTICLE VI TERMINATION....11
ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS....11
ARTICLE VIII RETENTION OF RECORD/AUDITS....11
ARTICLE IX AUDIT REVIEW PROCEDURES....12
ARTICLE X SUBCONTRACTING....13
ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES....15
ARTICLE XII STATE PREVAILING WAGE RATES....15
ARTICLE XIII CONFLICT OF INTEREST....18
ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION....19
ARTICLE XV PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING....19
ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE....19
ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION....21
ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION *(SECTION LEFT BLANK)*....21
ARTICLE XIX INSURANCE....21
ARTICLE XX FUNDING REQUIREMENTS....23
ARTICLE XXI CHANGE IN TERMS....24

ARTICLE XXII CONTINGENT FEE **24**
ARTICLE XXIII DISPUTES **24**
ARTICLE XXIV INSPECTION OF WORK **24**
ARTICLE XXV SAFETY **24**
ARTICLE XXVI OWNERSHIP OF DATA **25**
ARTICLE XXVII CLAIMS FILED BY CITY's CONSTRUCTION CONTRACTOR **25**
ARTICLE XXVIII CONFIDENTIALITY OF DATA **26**
ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION **26**
ARTICLE XXX EVALUATION OF CONSULTANT **26**
ARTICLE XXXI PROMPT PAYMENT **26**
ARTICLE XXXII TITLE VI ASSURANCES **27**
ARTICLE XXXIII NOTIFICATION **29**
ARTICLE XXXIV CONTRACT **30**
ARTICLE XXXV SIGNATURES **30**

ATTACHMENT A – Proposal
ATTACHMENT B – Approved Consultant's Fee Schedule
ATTACHMENT C – Annual Certification of Indirect Costs and Financial Management System (10-K)
ATTACHMENT D – Federal Forms

This contract is specifically for Federal Funded Projects. See the separate contract agreement with TRC Engineers for Local Funded projects.

ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, CITY:

The name of the "CONSULTANT" is as follows:

TRC Engineers, Inc

Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be Mark Imbriani

The name of the "CITY" is as follows:

City of Hanford

The Contract Administrator for CITY will be the City Engineer and/or its assignees.

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (January 2026). The approved CONSULTANT's **Proposal (Attachment A)** and CONSULTANTS **Cost Proposal Fee Schedule (Attachment B**) is attached hereto and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent allowable by law, to indemnify, protect, defend, and hold harmless the City and its officers, officials, , and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, direct or indirect, including without limitation, any and all reasonable attorneys' and expert witness fees, and any other expenses which the City or its officials, officers, employees, may sustain or incur as a consequence of Consultants or its owners, directors, officers, managers, employees, agents or subconsultants arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident under the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the negligence, or willful misconduct of the City or its officials, officers, employees,., as determined by a Court of competent jurisdiction. Notwithstanding anything to the contrary in this Agreement, Company and Contractor waive any and all claims against each other for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.

E. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the CITY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, excepting as provided in its Proposal, without the prior written approval of the CITY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the CITY.

H. CONSULTANT shall be as fully responsible to the CITY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

K. CONSULTANT shall perform its Services in a manner consistent with the degree of professional skill and care and diligence normally exercised by similar professionals on projects of similar scope, nature and complexity in line with industry standards and practice and in accordance with generally accepted engineering, environmental, and/or construction practices in effect at the time the Services are rendered ("Standard of Care").

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator to determine if CONSULTANT is performing to expectations or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with CITY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

A. CONSULTANT Services

Consistent with and subject to the Standard of Care, the CONSULTANT shall perform professional engineering service, in accordance with all the provisions of this agreement. The Scope of Work for each project will be determined by the CITY Engineer. The project scope will be incorporated into a streamlined (mini) RFP and will be sent to the pre-qualified selected CONSULTANTS under agreement for State and Federal Aid projects. The CONSULTANT shall submit their project specific proposal to the CITY within the required timeframe, and the CITY shall select the top proposal using Qualifications Based Selection. Upon selection, the CITY will negotiate the cost based on the agreement labor price agreement and current Fee Schedule. A work order will be assigned for each project after CONSULTANT determines an estimated cost for producing all necessary plans and documents to satisfy the Scope of Work. The CONSULTANT shall correct any and all errors and/or

omissions in the performance of the Services and any documents resulting therefrom even though CITY has accepted said Services or documents. CONSULTANT shall make such corrections upon CITY's request and at no cost or expense to the CITY.

ENVIRONMENTAL COMPLIANCE. This AGREEMENT provides for CONSULTANT environmental services that result in CEQA or NEPA approval. Federal funded projects require NEPA clearance in addition to CEQA. NEPA Environmental documents are not considered complete until a Caltrans Official signs the Categorical Exclusion (CE), the Finding of No Significant Impact (FONSI), or the Record of Decision.

RIGHT OF WAY. This AGREEMENT provides for CONSULTANT Right of Way services. Existing and proposed Right of Way requirements are to be determined and shown by the CONSULTANT. Land surveys and computations with metes and bounds descriptions shall be made by a California Licensed Land Surveyor. Projects shall be tied into recorded monumentation and benchmarks. A benchmark map with record elevation data is available from the City. Services shall include preparation of Appraisal Map, Acquisition Maps, and Legal Descriptions used to acquire right of way or property.

SURVEYS. This AGREEMENT provides for CONSULTANT licensed surveying services for preliminary surveying, topographic surveys, monumentation mapping, construction staking, and monument setting and recording of corner records. Work under this service shall be performed or as directed by a California Licensed Land Surveyor.

SUBSURFACE INVESTIGATIONS. This AGREEMENT provides for CONSULTANT Sub-Surface Investigations as directed by the CITY for Environmental testing, topographic mapping, boring, construction staking, and other specialized sub surface investigation services, either by the CONSULTANT, or under the direction of the CONSULTANT, as determined in the Scope of Work of the assigned Work Order.

CONSTRUCTION MANAGEMENT. This AGREEMENT does NOT provide for a CONSULTANT in a Management role.

DESIGN PLANS, SPECIFICATIONS, AND ESTIMATES. This AGREEMENT provides for CONSULTANT Design Plans, Specifications, and Estimates as directed by the CITY and performed either by the CONSULTANT, or under the supervision of the CONSULTANT, as determined in the Scope of Work of the assigned Work Order. Design work shall meet City Standards.

ARCHITECTURAL AND STRUCTURAL ENGINEERING. This AGREEMENT provides for CONSULTANT Architectural and Structural Engineering as directed by the CITY and performed either by the CONSULTANT, or under the direction of the CONSULTANT, for structural design and analysis as determined in the Scope of Work of the assigned Work Order. All Architectural and Structural Engineering shall by performed by a Licensed Structural Engineer and shall meet all City and State Standards.

TRAFFIC ENGINEERING AND TRAFFIC SIGNAL DESIGN. This AGREEMENT provides for CONSULTANT Traffic Engineering and Traffic Signal Design as directed by the CITY and performed either by the CONSULTANT, or under the supervision of the CONSULTANT, for traffic engineering and traffic signal design as determined in the Scope of Work of the assigned Work Order. All Traffic Engineering shall by performed by a licensed Professional Engineer and shall meet all City and State Standards.

MAPPING, INCLUDING GIS AND GPS. This AGREEMENT provides for CONSULTANT Mapping, including GIS and GPS, as directed by the CITY and performed either by the CONSULTANT, or under

the supervision of the CONSULTANT, for mapping as determined in the Scope of Work of the assigned Work Order.

RAILROAD PERMITTING AND COORDINATION. This AGREEMENT provides for CONSULTANT Railroad Permitting and Coordination as directed by the CITY and performed either by the CONSULTANT, or under the supervision of the CONSULTANT, for railroad permitting and coordination as determined in the Scope of Work of the assigned Work Order.

UTILITY PERMITTING AND COORDINATION. This AGREEMENT provides for CONSULTANT Utility Permitting and Coordination as directed by the CITY and performed either by the CONSULTANT, or under the supervision of the CONSULTANT, for utility permitting and coordination as determined in the Scope of Work of the assigned Work Order.

CONFERENCES, SITE VISITS, AND INSPECTION OF WORK. This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the CITY, County, State, and/or FHWA. Costs incurred by CONSULTANT for meetings subsequent to the initial meeting shall be included in the fee.

CHECKING SHOP DRAWINGS. This AGREEMENT provides for the CONSULTANT to provide plan checking of shop drawings and contract documents. Payment for checking of drawings by CONSULTANT shall be paid at the hourly rate per the attached Fee Schedule. The total compensation paid to the CONSULTANT for all services in this agreement shall not exceed the maximum contract amount stated in Article V, Section P.

CONSULTANT SERVICES DURING CONSTRUCTION. This AGREEMENT provides for CONSULTANT services during the course of construction, including resident engineering, construction surveys and construction staking. Payment for services shall be paid at the rates stated in the attached Fee Schedule and shall not exceed the Work Order fee stated without an approved Change Order.

DOCUMENTATION AND SCHEDULES. This AGREEMENT provides for the CONSULTANT to document the results of the work to the satisfaction of CITY, and if applicable, to the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the Work Order objectives. All final construction documents shall be stamped and wet signed when completed.

B. City Obligations
Data applicable to the Work Order Scope of Work shall be made available to the CONSULTANT at the time of Work Order Execution. Data may include maps, plans, documents, and records that are in the possession of the CITY. Additional items to be made available to the CONSULTANT shall be noted specifically on the Work Order.

C. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the CITY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings subsequent to the initial meeting shall be included in the fee.

D. CONSULTANT Services During Construction
The extent, if any of CONSULTANT's services during the course of construction such as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

E. Documentation and Schedules
AGREEMENTs, where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of CITY, and if applicable, the State and FHWA. This may include

preparation of progress and final reports, and estimates, or similar evidence of attainment of the AGREEMENT objectives.

F. Deliverables and Number of Copies
The number of copies or documents to be furnished with each submittal, such as reports, brochures, sets of plans, specifications, maps, etc., shall be two (2) copies minimum unless otherwise specified in the work order or as may be required for City Permitting. Final plans and maps shall be plotted on 20# vellum or on plastic film mylar and shall have stamp and original wet signatures. Electronic copies of the final project plans, specifications, and estimates (contract documents) shall be provided to the city in both PDF and original format as applicable. (AutoCAD, Excel, Word, etc.).

ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on **(January 2026)**, contingent upon approval by CITY, and CONSULTANT shall commence work after notification to proceed by CITY'S Contract Administrator. The AGREEMENT shall end on **(January 2029)**, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

C. The period of performance for each specific project shall be in accordance with the Work Order for that project. If work on a Work Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the Work Order in progress only. In no case shall the maximum term of this AGREEMENT exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. **PAYMENT.** CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's attached approved **Consultants Fee Schedule (Attachment B),** subject to Prevailing Wage Requirements which are available at the office of the City Engineer. An estimate for cost of services for each project shall be submitted to the City Engineer before commencement of work. Payment by CITY under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the CITY at the time of payment. An increase in the fee schedule for non-prevailing wage classifications will be allowed at the beginning of Year 2 (two) of this agreement and shall be made a part of an AGREEMENT extension, if said agreement is extended for a period. The CONSULTANT must notify the CITY thirty (30) days in advance of such increases. The CONSULTANT is limited to two (2) price increases during the three years contract period, and one increase per year for each year the contract is extended. An increase in fee schedule for prevailing wage classifications shall be allowed when the Prevailing Wage for said wage determination increases. The services included in this agreement shall increase by the same amount approved for increase by the Department of Industrial Relations. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within sixty (60) days upon receipt by CITY'S Contract Administrator of itemized invoices in duplicate.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

D. DIRECT COSTS. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Work Order.

E. WORK ORDERS. Specific projects will be assigned to CONSULTANT after approval of the proposal for each specific project through the issuance of Work Orders. Work Orders shall be number consecutively for each specific project.

F. DRAFT WORK ORDERS. After a project to be performed under this AGREEMENT is identified by CITY, CITY will prepare a draft Work Order with Scope of Work; less the cost estimate. A draft Work Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a CITY Project Coordinator. The draft Work Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Work Order within ten (10) calendar days along with a Cost Estimate for requested services, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and the total dollar amount. After agreement has been reached on the negotiable items and total cost; a finalized Work Order shall be signed by both CITY and CONSULTANT.

G. NOT TO EXCEED COMPENSATION. Work Orders may be negotiated for specific rates of compensation Not to Exceed amount, of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

H. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT. Work Orders that are approved as "Flat Fee" must have any prevailing wage increase built into the cost proposal, and the CONSULTANT must pay the required prevailing wage rates to workers. Work Orders that are approved as "Time and Materials, Not to Exceed" will require prevailing wage rates be paid to workers, and the total amount "Not to Exceed" will be increased to accommodate said increases in the amount approved by the DIR.

I. STATE RATE REIMBURSEMENTS**.** Reimbursement for transportation and subsistence costs shall not exceed State rates. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.

K. CHANGE ORDERS. When milestone cost estimates or not to exceed estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment Change Order for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

L. MONTHLY PAYMENTS. Progress payments for each Work Order will be made monthly in arrears based on services provided and actual costs incurred.

M. NOTICE TO PROCEED. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by CITY and notification to proceed has been issued by CITY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT, or for work done on a project Work Order prior to the City's

issuance of a Notice to Proceed (NTP).

N. EXECUTED WORK ORDERS. A Work Order is of no force or effect until returned to CITY and signed by an authorized representative of CITY. No expenditures are authorized on a project and work shall not commence until a Work Order for that project has been executed by CITY.

O. INVOICES. CONSULTANT will be reimbursed within thirty (30) days upon receipt by CITY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Work Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Work Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, the project title and the Work Order number. Credits due CITY that includes any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to CITY's Contract Administrator at the following address:

City of Hanford
Attn.: Finance Dept., Accounts Payable
315 N. Douty Street
Hanford CA 93230

Or may be submitted electronically to: billings@hanfordca.gov
A copy of the invoices shall additionally be sent to the city project manager.

P. PERIOD OF PERFORMANCE FOR WORK ORDERS. The period of performance for Work Orders shall be in accordance with dates specified in each individual Work Order. No Work Order will be written which extends beyond the expiration date of this AGREEMENT.

Q. AMOUNT PAYABLE FOR WORK ORDER. The total amount payable by CITY for an individual Work Order shall not exceed the amount agreed to in the Work Order, unless authorized by amendment Change Order.

R. PAYMENT FOR DELIVERABLES. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Work Order, no payment will be made until the deliverable has been satisfactorily completed.

S. AMENDMENT TO AGREEMENT. Work Orders may not be used to amend the language (or the terms) of this AGREEMENT, nor to exceed the scope of work under this AGREEMENT.

T. AGREEMENT MAXIMIM PAYMENT. The total amount payable by CITY for all Work Orders resulting from this AGREEMENT shall not exceed **$999,999.00 for the total three-year agreement.** It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Work Orders.

U. EXTRA WORK. At any time during the term of this Agreement, CITY may request that CONSULTANT perform Extra Work. As used herein, "Extra Work" means any work which is determined by CITY to be necessary for the proper completion of the Services, but which the parties did not include in the Scope of Work. Extra work will be performed on an hourly basis under the CONSULTANT's most current hourly fee schedule. CONSULTANT shall not perform, nor be compensated for Extra Work without written authorization from CITY.

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by CITY, provided that CITY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the termination is for breach, CONSULTANT shall have seven (7) calendar days from receipt of the termination notice to commence to cure such breach, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from CITY, that does not exceed fifteen (15) calendar days. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. CITY may temporarily suspend this AGREEMENT, at no additional cost to CITY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If CITY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this AGREEMENT by CONSULTANT, and CITY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due CITY from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT, except as provided in Section 11C. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of CITY.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

Consulting Architectural & Engineering (A&E) firms providing engineering and design related services under a contract funded by a federal grant, are required by regulation (as specified in 2 CFR Part 200) to account for and bill costs in accordance with the Federal Cost Principles of 48 CFR 31. In efforts to comply with the Federal Cost Principles, A&E consulting firms that provide services on federal-aid highway projects are required to develop indirect cost rates in accordance with the Federal Cost Principles on an annual basis.

A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to CITY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and CITY shall maintain all books, documents, papers, accounting records,

Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition, CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation. Notwithstanding anything to the contrary in this AGREEMENT or the broadness of LOCAL AGENCY'S inspection and audit rights, it is understood and agreed that LOCAL AGENCY shall not be entitled to CONSULTANT'S proprietary information except as reasonably necessary for LOCAL AGENCY to be able to effectively audit CONSULTANT'S performance and/or charges hereunder.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT except if such dispute is due to non-payment of invoices.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the

audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

   Accepted rates will be as follows:

   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the CITY and any Subconsultants, and no sub agreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent

obligation from the CITY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the CITY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any sub agreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.

E. Any substitution of Subconsultants must be approved in writing by the CITY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The CITY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the CITY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The CITY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

Method 1: No retainage will be held by the CITY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.
Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment

by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by CITY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by CITY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov**.**

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct.

    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

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

    b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

    c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the CITY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such

penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

    d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the sub agreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.

B. CONSULTANT certifies, to the best of its knowledge, information, and belief, that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or

business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this 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 AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

B. 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 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT’s signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny

the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultant*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

THIS SECTION AND ALL REFERNCE TO DBE IS DELETED

ARTICLE XIX INSURANCE

A. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

1. Workers Compensation Coverage. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS ($1,000,000) per accident for bodily injury or disease.

2. General Liability Coverage. Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than TWO MILLION AND NO/100 DOLLARS ($2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be FOUR MILLION AND NO/100 DOLLARS ($4,000,000), twice the required occurrence limit.

3. Automobile Liability Coverage. ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than ONE MILLION AND NO/100 DOLLARS ($1,000,000) per accident for bodily injury and property damage.

4. Professional Liability Coverage. Contractor will maintain Professional Liability coverage with limits no less than ONE MILLION AND NO/100 DOLLARS ($1,000,000) per occurrence or claim, and TWO MILLION AND NO/100 DOLLARS ($2,000,000) policy aggregate.

B. If Consultant maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by Consultant.

C. Consultant's insurance policies shall be "occurrence" policies and not "claims-made" coverage except for Professional Liability Coverage.

D. Consultant may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Consultant shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection a.; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

E. Any deductibles or self-insured retentions must be declared to and approved by the CITY.

F. Any sub-consultants or sub-contractors performing work on this agreement must provide the same insurance amounts and provisions to the CITY prior to being approved for work on this agreement.

G. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to CITY.
2. That CITY, its officers, employees, are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That CITY will not be responsible for any premiums or assessments on the policy.

H. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of CITY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, CITY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

1. For any claims related to this contract, Consultant's insurance coverage, with the exception of Workers Compensation and Professional Liability Insurance, shall be primary insurance as respect to the City and its officers, officials, and employees. Any insurance or self-insurance maintained by the City and/or its officers, officials, or employees shall be in excess of Consultant's insurance and shall be non-contributory.
2. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
3. These policies of insurance shall be considered primary insurance as respects the City, its elected or appointed officers, officials, and employees, with the exception of Worders Compensation and Professional Liability Insurance. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with the policies of insurance obtained by Consultant.
4. With the exception of Workers Compensation and Professional Liability Insurance, these policies of insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
5. Excepting for Professional Liability, the insurer shall agree to waive all rights of subrogation against City, its officials, officers, and employees for losses arising from work performed by Consultant for City.

6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, or employees.
7. The insurance provided by these policies shall not be canceled except after thirty (30) days' written notice has been received by the City. The Consultant or its insurance agent shall, to the extent feasible, notify the City in writing thirty (30) days prior to the date on which any insurance policy required hereunder will be suspended, voided, modified, or reduced. If such thirty (30) day prior notice is not feasible, notice will be promptly provided to the City upon Consultant's knowledge that a noticeable event will or has occurred.

G. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII and which are authorized to write business in California.

H. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require redacted copies of Declaration Pages for all required insurance policies, including endorsements required by these specifications, at any time. All forms and endorsements, excepting Workers Compensation and Professional Liability policies, are to list the City of Hanford as additional insureds.

I. Consultant hereby grants to CITY and its officers, officials, and employees a waiver of any right to subrogation, excepting Professional Liability, which any insurer of Consultant may acquire against the CITY and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Consultant agrees to obtain endorsements necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

J. The CITY reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances and CONSULTANT shall be re-imbursed for any increase in premiums.

K. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by

mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by CITY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by CITY's Contract Administrator, which such approval shall not be unreasonably withheld.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of CITY's Contract Administrator and Department Head, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, except if such dispute is due to non-payment of invoices, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall

wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, upon payment therefore, and CONSULTANT shall have no property right there in whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services, and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY CITY's CONSTRUCTION CONTRACTOR

A. If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with CITY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being

paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT 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 CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM CITY TO CONSULTANT

The CITY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the CITY fails to pay promptly, the CITY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the CITY shall act in accordance with both of the following:

(1) The CITY shall review each payment request as soon as feasible after receiving receipt to verify it is a proper payment request.

(2) The CITY must return any payment request deemed improper by the CITY to the CONSULTANT as soon as feasible, but not later than seven (7) days after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the CITY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

The CITY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The CITY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A and E of the TITLE VI ASSURANCES
APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, 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 agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT’S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT 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 recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or

FHWA as appropriate and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients,

sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

TRC Engineers, Inc.

Mark A. Imbriani, PE, Project Manager

10680 White Rock Roade, Ste. 100
Rancho Cordova, CA 95670

CITY:

City of Hanford

Lisa Dock, PE, Contract Administrator

900 S. 10th Avenue
Hanford, CA 93230

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named CITY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY OF HANFORD,
a Municipal Corporation

By: _____ 02/12/26
CHRIS TAVAREZ, City Manager Date

Consultant: TRC Engineers, INC.

By: _____ 1/21/2026
MARK A. IMBRIANI, PE, Vice President Date

APPROVED AS TO CONTENT:

By: _____ Feb 3, 2026
FRANK SENTENO Date
Utilities and Engineering Director

ATTEST:

By: Natalie Corral (Feb 12, 2026 17:17:14 PST) 02/12/26
NATALIE CORRAL Date
City Clerk

ATTACHMENT “A”

Consultants’ Proposal for On-Call Contract

STATEMENT OF QUALIFICATIONS

On-Call Architectural and Engineering Consultant Services







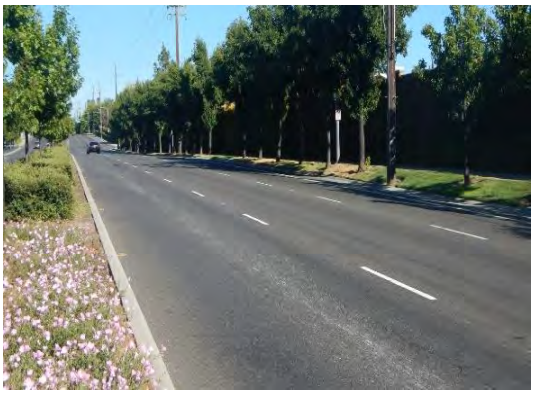












Submitted By

TRC

September 12, 2024

TABLE OF CONTENTS



Selected Projects Completed by TRC. **Blue Box** Indicates City of Hanford / TRC project.

A. INTRODUCTORY LETTER 2

Signed Addendums No. 1 and No. 2 4

B. EXECUTIVE SUMMARY 7

C. TRC'S INFORMATION, QUALIFICATIONS, AND EXPERIENCE 12

D. ORGANIZATION AND APPROACH 20

D.1. Roles and Organization of the Team 20

D.2. Project and Management Approach 23

D.3. Roles of TRC's Key Staff 29

E. SCOPE OF WORK 32

E.1. Detailed Scope of Work Statement 32

E.2. Typical Tasks and Deliverables 34

E.3. Cost Control and Budgeting Methodology 35

F. CONFLICT OF INTEREST STATEMENT 36

G. LITIGATION 37

H. CONTRACT AGREEMENT 38

I. FEDERAL AID PROVISIONS 47

APPENDIX

TRC AND SUBCONSULTANTS KEY STAFF RESUMES

A. INTRODUCTORY LETTER

A. INTRODUCTORY LETTER

10680 White Rock Rd.
Suite 100
Rancho Cordova, CA 95670

T 916.366.0632
TRCcompanies.com

September 12, 2024

Attn: Mr. Lisa Dock, City Engineer
City of Hanford
Utilities and Engineering Department
900 S. 10th Avenue
Hanford, CA 93230

Subject: Statement of Qualifications (SOQ) for On-Call Architectural and Engineering Consultant Services

FIRM AND CONTACT INFORMATION

TRC Engineers, Inc. (TRC)
10680 White Rock Road, Suite 100
Rancho Cordova, CA 95670

DIR Registration No. 1000019493

Mark A. Imbriani, PE
Contract Manager / Vice President
(916) 287-0841 Direct
MImbriani@TRCcompanies.com

Dear Ms. Dock and Consultant Selection Panel Members:

As a part of the City of Hanford's commitment to provide their community with essential improvement projects, a Request for Qualifications (RFQ) was issued for professional engineering design services on an on-call basis. TRC has reviewed the RFQ and, relying on the resources of our well-qualified and experienced team, is eager to support the City and can provide the following services:

- Civil / Roadway Design
- Structures Design
- Railroad Design and Coordination
- Environmental
- Surveying
- Street Lighting and Electrical
- Landscape Architecture
- Funding Assistance

In addition to the 13th and Grangeville Intersection, grade separation funding nomination preparation, and the Grangeville Blvd. Railroad Grade Separation work we have performed for the City of Hanford, we have designed award-winning projects for many local clients, including the City of Visalia, City of Tulare, City of Porterville, Fresno County and Tulare County.



Creative and cost-effective professional solutions to get the job done, all in collaboration with you, our client.

As engineers for numerous Caltrans and local agency transportation projects, we have developed an understanding of the issues that will be of importance to you on your projects. Based on our extensive experience serving clients on these types of projects, we believe that the following are among the criteria that you have established in selecting a team to perform the work:

- ✓ A firm that understands City engineering and typical transportation projects undertaken by cities.
- ✓ A firm that has successfully assisted clients secure funding under the various ongoing and new Federal and State grant opportunities.
- ✓ A firm that has been involved in a number of projects that required tight timelines to meet mandated funding deadlines.
- ✓ A firm that understands the Caltrans Local Assistance Procedures and Program Guidelines Manuals, including both procedural and funding requirements, and the MUTCD and AASHTO Green Book design standards.
- ✓ An experienced team with highly qualified and experienced personnel in all disciplines.
- ✓ A team that has demonstrated superior performance for local agencies on similar on-call projects.

- ✓ A team that has worked effectively and proactively with other local agencies.
- ✓ A team that has redundancy and staff availability and will commit the resources necessary to complete the work within your schedule and budget.

Dedicated professionals committed to your success. Our references attest to the attention TRC pays to our clients' projects and to the high level of service you will receive.

Our team members have major and varied engineering design experience, and proven records in the design and preparation of contract documents for street, highway, bridge, and structure projects. This includes the preparation of studies, preliminary and final design, plans, specifications, and estimates, as well as construction administration for projects throughout California. We ask you to select the TRC team to perform this work because we will best satisfy your goals for these projects. We feel that these goals include:

- ✓ Public acceptance of your projects.
- ✓ Completing the projects on schedule and within budget.
- ✓ Minimizing the City's financial contributions to the projects by securing grants.
- ✓ Satisfying Caltrans requirements and expediting their approval, if applicable.
- ✓ Minimizing traffic disruptions during construction.
- ✓ Compatibility with the environment and "bullet-proof" environmental clearance documents / permits.

Experts in their field. As an example, our demonstrated success in helping agencies acquire funding.

TRC's value to the City of Hanford stems from our ability to bring the best people, practices, and lessons learned from 55 years of experience providing engineering, construction management, environmental review and compliance, community engagement and outreach, and funding administration and grant writing services for a wide range of transportation improvements. We bring the right resources to provide the services and qualified staff to meet the City's needs and offer value-added services to be a true partner to you. We have the capabilities and experience to creatively bring your needed infrastructure improvements to realization.

Authorized Individual to Bind TRC and our Experienced Project Managers.

As an officer of TRC, my signature below affirms that I am authorized to legally bind TRC to the terms of the proposal and any contract awarded. **Justina Conklin, PE, will be our Civil Project Manager and Mark Christensen, PE will be our Structures Project Manager.**

Selecting the TRC team will provide the City with all the benefits of our extensive civil and structures design project experience, our commitment to projects, and our successful, award-winning performance. We look forward to serving the City of Hanford once again. Should you have any questions during your evaluation of our proposal, please contact us.

Sincerely,

TRC ENGINEERS, INC.

Mark A. Imbriani, PE, Vice President / Contract Manager

TRC Civil Project Manager / Contact:



Justina Conklin, PE
Civil Project Manager
(916) 366-0632 **OFFICE**
(916) 272-1361 **DIRECT**
JConklin@TRCcompanies.com

TRC Structures Project Manager / Contact:



Mark Christensen, PE
Bridge Project Manager
(916) 366-0632 **OFFICE**
(916) 272-1356 **DIRECT**
MChristensen@TRCcompanies.com

Addendums 1, 2 and 3 received. Signed copies of 1 and 2 follow this letter.

City of Hanford, CA

900 South 10th Ave, Hanford, CA 93230

Purchasing Department

ADDENDUM NO. 01

Issued:	**Thursday, August 22, 2024**
Project:	**On-Call A&E Consultant Services**
RFP No.:	**2025-02**
Proposals Due:	**Thursday, September 12, 2024 @ 2:00 p.m.**

Addendum No. 01 is being issued to provide answers to submitted questions. This addendum becomes part of the Contract Documents for the project mentioned above and must be signed and submitted with the Proposal.

QUESTIONS/RESPONSES

Q.1 Will the City Consider extending the submission deadline by two weeks?

Response: The City will maintain the September 12th submission deadline. The current on-call contracts are approaching their expiration date, and due to upcoming holidays, many of the council meetings where contracts could be awarded will not occur. As a result, the City is on a very tight timeline and cannot extend the submission deadline.

PROPOSER ACKNOWLEDGMENT OF ADDENDUM NO. 1
Purchasing Division

Proposer to sign and submit with proposal.

Firm: TRC Engineers, Inc. Date: 9/12/2024

By: _____
Signature

RFP 2025-02
Addendum No. 01

Page 1 of 1

City of Hanford, CA

900 South 10th Ave, Hanford, CA 93230

Purchasing Department

ADDENDUM NO. 02

Issued:	**Thursday, August 27, 2024**
Project:	**On-Call A&E Consultant Services**
RFP No.:	**2025-02**
Proposals Due:	**Thursday, September 12, 2024 @ 2:00 p.m.**

Addendum No. 02 is being issued to provide answers to questions from the Proposer Conference. This addendum becomes part of the Contract Documents for the project mentioned above and must be signed and submitted with the Proposal.

QUESTIONS & RESPONSES:

1) **Do consultants have to work on federal projects, or can they be selected to work only on local projects?**
   a. This is not a scoring criterion. Consultants may be selected to work solely on local projects depending on their areas of expertise. For example, the City may hire a consultant specifically for local airport projects. The City does need consultants who can work on Federal projects as well.
2) **Is the ASHTO process required, or is the Safe Harbor sufficient?**
   a. This is up to the consultant and can be completed after the selection process. It does not need to be included as part of the proposal.
3) **Should smaller companies team up with larger companies to provide more of the listed services?**
   a. This is not the intent of the RFQ. Smaller companies with specialized services may submit an SOQ for their specific services. The City will select consultants based on their qualifications and the services they can provide, not on the number of services they may be able to offer.
4) **Is the City interested in staff augmentation?**
   a. Yes, this is a service we would be interested in, particularly a PM or CM who could assist with federal projects. We are currently short-staffed, and these services would be valuable.
5) **Is there a desired radius for consultants to be within?**
   a. There is no local preference for this project. The City will not score or place emphasis on companies based on location.
6) **What is the purpose of the single engineer/architect?**
   a. This individual would serve as the main point of contact for the City. While other individuals may work on projects, this person would be the primary contact for services needed and project updates.
7) **How do we submit the fees separately from the proposal on Bid-Net?**
   a. Submit two envelopes: one for the proposal and one for the fee. Bid-Net should allow separate submissions.
8) **Can we password protect the fee proposal?**
   a. Yes, if Bid-Net allows it.

9) **Do we foresee needing building envelope (design of moisture protection) consultants?**
   a. There are no current projects lined up, but the City may have maintenance needs on future projects. This can certainly be included in the RFQ. The City would like to know about unique services or areas of expertise that can be provided.
10) **Surveying services – how do you anticipate handling prevailing wage throughout the project?**
   a. If Prevailing wages change throughout the contract, the City will pay at least the minimum prevailing wage.
      i. If the consultant's fee is less than the updated minimum wage, the fee rates may be adjusted to meet the minimum wage rates outside of the yearly fee increase (consultant fees may not be increased if they already exceed the updated wage rate).
      ii. A fee increase can be submitted each year for overall fees from the consultant.

PROPOSER ACKNOWLEDGMENT OF ADDENDUM NO. 02
Purchasing Division

Proposer to sign and submit with proposal.

Firm: TRC Engineers, Inc. Date: 9/12/2024

By: _____
Signature

RFP 2025-02
Addendum No. 02

Page **2** of **2**

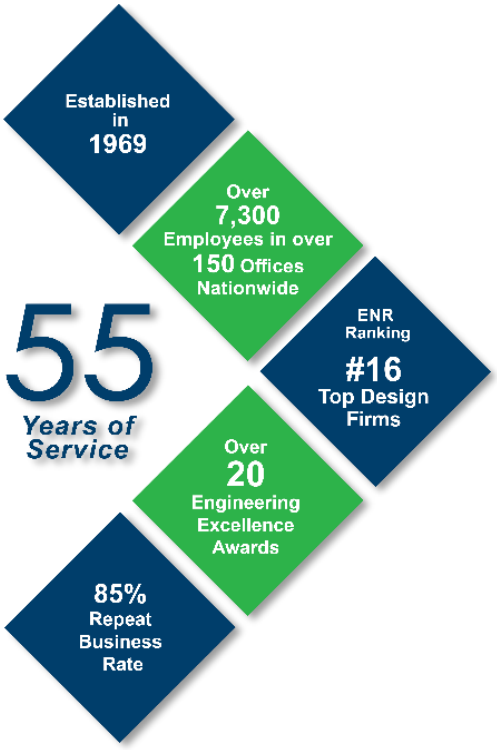
B.

EXECUTIVE SUMMARY

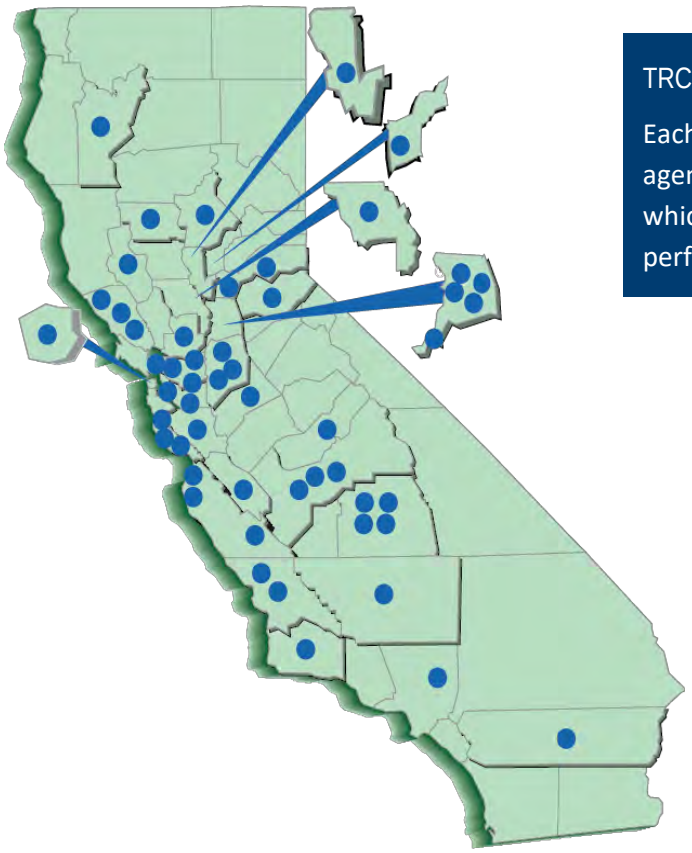
B. EXECUTIVE SUMMARY

FIRM OVERVIEW

Founded in 1969, TRC is a global consulting, engineering, and construction management firm and has emerged as one of the nation's leading professional services firms. Despite our size, we have retained the "local company" model of serving our clients, and continue to focus on partnership with, and commitment to, our hometown communities.



TRC has qualified broad-based experience acquired through successful performance on multiple projects for cities and counties throughout northern and central California. The **map below** shows the locations of the numerous local agency transportation projects that our staff has completed for clients all over the State of California. These projects are all federally, State, Sales Tax Authority, and/or locally funded projects. Various funding programs utilized include: HBP, Tax Measures, HSIP, STIP, ATP, LSSRP, ER, PUC Grade Separation Funds, Economic Development Grants, and Public Art Funds. Work on these projects included completion of CEQA / NEPA environmental reviews, preliminary engineering, and final design. In addition to preparing quality planning documents, PSRs, PRs, PS&Es and complete deliverables, our extensive knowledge of the numerous Federal and State program and funding requirements allows us to provide an added benefit to our clients.



TRC LOCAL AGENCY EXPERIENCE

Each blue dot on the map represents an agency, not just a project, many for which TRC Staff Members have performed multiple projects in the past.

TRC is committed to solving client challenges in a way that makes the earth a better place to live—community by community and project by project.

SHORT-TERM AND LONG-TERM GOALS

TRC's vision is that we will solve the challenges of making the Earth a better place to live – community by community and project by project. TRC's mission is to understand our clients' goals and embrace them as our own, applying creativity, experience, integrity and dedication to deliver superior solutions to the world's energy, environment and infrastructure challenges. At TRC we commit to these values to guide our decisions and our behaviors:

- **Safety:** We create a working environment that promotes safe performance.
- **Quality**: We always strive for excellence in the services we provide and in the results we produce for our clients.
- **Integrity**: We are committed to the highest ethical standards.
- **Creativity**: We believe in looking at challenges and opportunities from new angles and in exercising our curiosity.
- **Accountability**: We take responsibility for all of our decisions and actions.
- **Passion**: We deliver superior results because we care deeply about what we do.
- **Teamwork**: We work together to succeed.



TRC'S SERVICES

Many of our service agreements have been for "on-call" or "as-needed" lists like the one you are developing. These types of agreements require us to be ready to act swiftly and professionally on your behalf. This is done by quickly identifying the correct scope of services to meet your needs and assembling the best resources to get the work done. TRC has considerable experience and success with this type of work. Details on TRC's approach related to providing on-call services is included in Section E Scope of Work.

TRC's extensive experience with on-call services contracts provides the City with a consultant partner who is familiar with the process and can respond to your needs. A few of our On-call contracts that are completed or ongoing are listed below:

- City of San Luis Obispo On-Call Civil & Traffic Engineering Services
- City of Elk Grove A&E Services
- Sacramento County On-Call Transportation Design Services
- Monterey County On-Call Bridge Design
- Monterey County On-Call Civil Design
- City of West Sacramento On-Call Civil Design, Environmental, and Construction Management
- Fresno County On-Call Engineering Services
- San Benito County On-Call Engineering
- Sonoma County On-Call Design Engineering
- Sonoma County On-Call FEMA Emergency Repair
- City of Hollister On-Call Engineering
- City of South San Francisco On-Call Structures
- City of Elk Grove On-Call Construction Management
- Caltrans Districts 1, 2, 3, 5, 6, 8, and 10 On-Call Project Management

Our Engineering Services span multiple categories including the following:

Civil Engineering Services Expertise

- Civil & Roadway Design
  - Local Streets and Roads Design
  - Stage Construction / Traffic Handling Plans
  - Rock Slope Protection / Gabion Systems
  - Preliminary and Final PS&E and Contract Documents
  - ADA Design
  - Sustainable Solutions for Road Rehabilitation Design
  - Pavement / Roadway Rehabilitation
  - Utility Coordination
  - Road Drainage Design
  - Feasibility Studies
  - Cost Estimating
  - Project Study Reports & Project Reports
  - Storm Damage Repair

Structures Engineering Services Expertise

- New Bridge / Structures Analysis & Design
  - Advance Planning Studies
  - Reinforced and Prestressed Concrete, Structural Steel and Timber Design
  - Design Reviews QA/QC, Peer Reviews
  - Interchange Structures
- Bridge / Structures Widening, Retrofit & Rehabilitation
  - Plans, Specifications, & Estimates (PS&E)
  - Rehabilitation Studies
  - Life Cycle Cost Analysis
  - Complex Bridge Widenings
  - Seismic Retrofit Analysis & Design
  - Movable Bridges

Civil Engineering Services Expertise

- Pedestrian/Bicycle Facilities
  - Overcrossing Structures
  - Bicycle Bridges
  - Bike Lane Funding
  - Bike Paths
  - Pedestrian Undercrossings

Structures Engineering Services Expertise

- Railroad Structures & Coordination
  - Railroad Grade Separations
  - PUC Grade Separation Funding Acquisition
  - PUC Authorization Filings
  - Railroad Agreements
  - AREMA Technical Committee Work
- Funding Acquisition
  - Grant Applications
  - Document Preparation
  - Cost Estimating
  - Progress Reporting

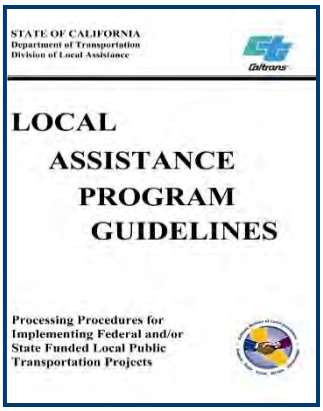
Other Services

- Other Services
  - Project Management
  - Value Analysis
  - Specifications
  - Permitting
  - Maintenance, Inspection, and Repair Plans
  - Project Coordination with Transportation Districts & Transportation Authorities
  - Life Cycle Cost Analysis
  - Estimation
  - Earthquake Engineering & Structural Analysis
  - Bridge Design Software
  - Construction Engineering
  - Construction Management and Inspection Drafting Services

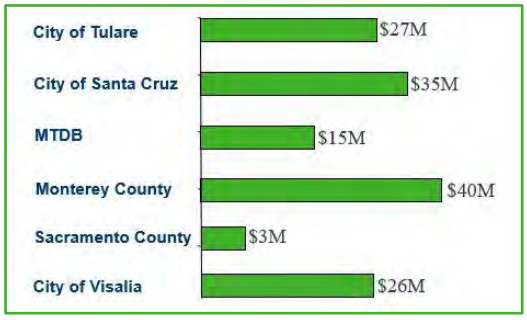
KNOWLEDGE OF THE FUNDING PROGRAMS

TRC has extensive experience working on state and local projects using various federal and State funding programs listed in the Local Assistance Program Guidelines Manual (LAPG), as well as new grant opportunities in the Infrastructure Investment and Jobs act (IIJA). We have assisted local agencies to obtain such funding by completing the necessary Caltrans paperwork and supporting documents. We have also worked with Caltrans

Structures and Caltrans District offices during emergency events and for other local agency transportation projects.



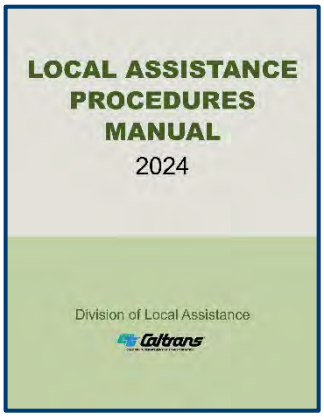
Successful funding acquisition efforts by TRC led to the successful construction of three grade separations in the City of Tulare. The chart to the right illustrates how TRC has helped other agencies acquire funding. As a former Caltrans Local Assistance Engineer, Mark Imbriani is an expert in the funding guidelines and procedures and has completed many funding applications. Through our knowledge of these requirements, TRC staff has assisted many local agency clients maintain their eligibility for maximum Federal and/or State reimbursement of costs. We offer this valuable service to the City. Mr. Imbriani is familiar with many other Federal and State funding programs, including ATP and SH190 Grade Separation funding.



TRC will help **secure necessary funding** for your project(s).

KNOWLEDGE OF CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL (LAPM)

TRC has worked with numerous Cities and Counties to design and construct important transportation projects. The process for management and control of projects with State and/or Federal funds is provided by the Local Assistance Procedures Manual (LAPM). The LAPM defines the process for project development, project financing, environmental approval, contracting for design, standards for design, and for project bidding and construction. The manual is supplemented by office bulletins from time-to-time, which TRC maintains a record of, assuring our clients that our work is up to date with the most current standards.



Our staff have worked for state and local jurisdictions, and they are thoroughly familiar with the LAPM. So, while there are some approval functions which cannot be delegated, TRC can assist the City to minimize the effort required by the City to complete these tasks. No less important, **TRC will provide the City with completed studies, plans, specifications, and estimates, as well as required construction documentation, in accordance with the LAPM, thus maintaining your eligibility for Federal and State funding.**

TRC is **very familiar with the Caltrans** LAPG and LAPM.

TRC'S MANAGEMENT TEAM

In addition to our corporate officers located in Lowell, Massachusetts, local principals include Mark Imbriani, your proposed Principal-In-Charge.

Corporate Officers	Principals for California Infrastructure
➢ Christopher Vincze – Chairman & CEO	➢ Chris Mockus – Senior Vice President, CA Infrastructure
➢ Jason Greenlaw – Chief Financial Officer	➢ Jamal Salmon – VP / Practice Leader, Transportation West
➢ Catherine Bragg – Secretary & Counsel	➢ Mark Imbriani – VP, Transportation Design West
➢ Laura Ramey – Chief People Officer	➢ Lincoln Leaman – VP / Northern CA CM Manager
➢ Marc Faecher - Chief Risk Officer	

WHY CHOSE TRC?

TRC is submitting our qualifications for **On-Call A&E Consultant Services**. The City desires to establish lists of on-call consultants to work on projects over the next few years. We look forward to playing an important part in your upcoming projects. TRC routinely works on civil and roadway projects, and we stand ready to assist the City with your upcoming projects and will execute the needed services at the quality level the City expects. Our staff has had significant roles in major transportation projects, many of them in Northern and Central California**,** and are ready and available to serve the City. Some of the many benefits the City will receive by selecting TRC are described below:

THE WORLD IS ADVANCING.

We're advancing how it gets planned and engineered.



Success in Funding Acquisition – TRC has helped to secure funding for road and bridge projects for several local agencies including the Counties of San Benito, Sacramento, and Monterey, and the Cities of Santa Cruz, Tulare, and Porterville. We intend to help you secure funding for any of your projects.



Ability to Expedite Schedules – TRC has been involved in a number of projects that required tight timelines to meet mandated deadlines for the funding. We developed PS&E for two projects on State Route 198, the Plaza Drive Widening and the Akers Street Widening in the City of Visalia using State Prop. 1B funds. The CTC-mandated that each project be fully developed (environmental, right of way, and PS&E) within 20 months. TRC successfully delivered both projects on time!



Staff Longevity – Two key staff members have worked together since as far back as 1988. Nine key TRC staff have been employed at TRC for over 10 years, some listed on our organization chart. Thus, the City can trust that our staff will be here to deliver over the expected duration of this contract.



Caltrans Experience – We are well known to the Local Assistance (LA) staff at Caltrans District 6, Structures, and Headquarters. Before joining TRC, our PIC Mark Imbriani served as a Caltrans Structures Local Assistance (SLA) Engineer administering funding programs for local agencies while employed at SLA.



In-house Capabilities – TRC has a full-service in-house team that can design any type of project. We have experienced staff in project management, civil / roadway design, structures design and more, which allows for more coordinated development of projects.



Engineering Expertise – TRC staff has expertise in all aspects of management, design, permitting and construction of roadways, bridges, and ancillary transportation structures of all sizes. Our projects involve coordination with federal and state agencies for funding, permitting and environmental clearance, utility coordination, right of way coordination, drainage and stormwater issues and community outreach.



Commitment – TRC is the right choice because of our extensive previous project experience, our extensive local project experience, our past success in acquiring funding for our local agency clients, our ability to expedite environmental clearance, and our proposed approach to this work. By selecting TRC, the City will receive a team that is committed to designing and obtaining maximum funding for projects that will be constructed quickly and maintain safer access for the community.

We ask you to consider the above benefits, our approach to projects and our qualifications in making your selection of the firm that will provide the best service to you, TRC!

C.

TRC'S INFORMATION, QUALIFICATIONS, AND EXPERIENCE

C. TRC'S INFORMATION, QUALIFICATIONS, AND EXPERIENCE

TRC'S SIMILAR PROJECT EXPERIENCE

In this section, we have provided descriptions of some of our award-winning projects that demonstrate the TRC team's experience similar in nature to those anticipated for the City's upcoming work. Our project team brings in-depth experience working on projects similar in scope and complexity and we understand the needs and challenges associated with successfully delivering a project. We encourage you to contact the client references listed, who will attest to the excellence of our services, including budget and schedule adherence. As stated previously, we have extensive experience working for numerous Cities, Counties, and public agencies similar in size to the City of Hanford.

13TH AVENUE AT GRANGEVILLE BOULEVARD

Contracting Agency, Project Manager, and Contact Information	City of Hanford Ms. Lisa Dock, Project Manager 559-585-2555 | ldock@cityofhanfordca.com
TRC Contract Amount	$968,600
Funding Source	CMAQ
Project Start and Completion	2017 – 2019
TRC Project Manager and Contact Information	Mark Imbriani, Project Manager (916) 287-0841 | mimbriani@TRCcompanies.com

PROJECT OBJECTIVE

TRC was hired by the City to prepare Plans, Specifications, and Estimates (PS&E) to widen and signalize the Grangeville Boulevard and 13th Avenue intersection and pipe a segment of an irrigation canal.

PROJECT DESCRIPTION

Grangeville Boulevard and 13th Avenue are two-lane roadways forming a four-legged stop-controlled intersection. An irrigation canal runs adjacent to 13th Avenue on the west side of the road and the canal crosses the intersection diagonally via a corrugated arch pipe culvert. TRC prepared PS&E also designed Infiltration ditches to intercept roadway drainage. Special drainage inlets were designed along the roadway to outfall the roadway runoff to these ditches. Additional tasks included coordination with the Last Chance Ditch company and other agency utility coordination.









PROJECT OUTCOME

TRC prepared PS&E to bid the construction of this improvement within the schedule allowed. Construction was completed in 2020.

GRANGEVILLE BOULEVARD / BNSF GRADE SEPARATION STUDY

Contracting Agency, Project Manager, and Contact Information	City of Hanford Ms. Lisa Dock, Project Manager 559-585-2555 | ldock@cityofhanfordca.com
TRC Contract Amount	$126,000
Funding Source	SH190
Project Start and Completion	2017 – 2020
TRC Project Manager and Contact Information	Mark Imbriani, Project Manager (916) 287-0841 | mimbriani@TRCcompanies.com

PROJECT OBJECTIVE

TRC was hired to prepare a Feasibility Report to further study the provision of a grade separation structure between the BNSF railroad and Grangeville Boulevard in the City of Hanford.


TRC

Feasibility Report

Grangeville Boulevard at BNSF Grade Separation

November 2019

Prepared For:
City of Hanford
900 South 10th Avenue
Hanford, California 93230

Prepared By:
TRC
575 E Locust Avenue, Suite 105
Fresno, California 93720

Prepared by: Mark Imbriani, Vice President TRC Engineers, Inc.

Approved by: Johnathan Dove, Director of Utilities and Engineering City of Hanford

PROJECT DESCRIPTION

The project site is located between University Avenue and Kings road on the West (1200 feet away) and Rodgers Road on the east (550 feet away). Two additional streets intersect Grangeville Boulevard from the south only. Due to site constraints, particularly the locations of intersecting roadways, it is expected that an underpass configuration will be the preferred alternative.

TRC then prepared a more detailed study of an overpass and underpass configuration for the grade separation. The following activities were performed or prepared by the TRC team:

- Traffic counts
- Right-of-way identified,
- Profile grades established on Grangeville and intersecting roads
- Structure type section performed, including for the railroad structure and retaining walls
- Shoofly track layout for the underpass option
- Utility Relocation Concept Plans
- Detailed cost estimates for both alternatives



PROJECT OUTCOME

Phase 1 of the project consisted of preparation of a nomination package so the City would be eligible to receive PUC SH190 Grade Separation funding. Work developed included a schematic layout of the project as an underpass configuration, an advanced planning study of the structure, right-of-way needs identification, a cost estimate, and a discussion of temporary and permanent traffic impacts.

GRADE SEPARATION FUND GRANT APPLICATIONS

Contracting Agency, Project Manager, and Contact Information	City of Hanford Ms. Lisa Dock, Project Manager 559-585-2555 | ldock@cityofhanfordca.com
TRC Contract Amount	$100,000
Funding Source	SH190
Project Start and Completion	2018 – 2024
TRC Project Manager and Contact Information	Mark Imbriani, Project Manager (916) 287-0841 | mimbriani@TRCcompanies.com

PROJECT OBJECTIVE

The City of Hanford desires to construct a grade separation of the BNSF track in the City. TRC was hired to prepare a study identifying the optimal location for this project. TRC studied four different grade crossings for feasibility and the benefits of a grade separation, and the decision was made to focus on the Grangeville Boulevard crossing.

PROJECT DESCRIPTION

TRC then prepared a successful Nomination (Grant Application) for the Grangeville Blvd. location that resulted in the project being placed on the CPUC's SH190 Grade Separation Fund Priority List. This means that the City is eligible for a $5 Million award from that fund for this project. TRC also prepared technical input to a Railroad Crossing Elimination (RCE) Grant Application in 2022 and is currently performing the same role for a grant in 2024.

An exhibit showing necessary roadway improvements, rerouting of a few roads, proposed cul-de-sacs of intersecting roads, new roadway segments, driveway adjustments, lift station locations, etc. A meeting was held with BNSF to incorporate the railroad requirements into the preliminary design and obtain an estimate of railroad work costs.

PROJECT OUTCOME

The funding nomination allows the City to receive $5 million for construction of the project.



ON-CALL SERVICES, ROADWAY REHABILITATIONS

Contracting Agency, Project Manager, and Contact Information	San Benito County Public Works Division Steve Loupe, Project Manager (831) 207-8347 | sloupe@cosb.us
TRC Contract Amount	$1.9M
Funding Source	SB-1 Funds, County Local Funds, and Measure G Funds
Project Start and Completion	2019 – Ongoing Annually
TRC Project Manager and Contact Information	Justina Conklin, Project Manager (916) 272-1361 | jconklin@TRCcompanies.com

PROJECT OBJECTIVE

TRC, as a Prime and a subconsultant to Vanir Construction Management, Inc, performed the design and full PS&E documents for various road maintenance projects in San Benito County. A few of the projects are described below.

PROJECT DESCRIPTIONS

SB-1 PROJECT COLE ROAD (RICARDO TO ANZAR) AND CIENEGA ROAD (MUDSTONE RANCH TO BIRD CREEK) (FY 24-25)

TRC is currently designing the full PS&E documents for road maintenance on Cole Road and Cienega Road totaling **$3.5M** in San Benito County. The Project includes roadway maintenance repairs on Cole Road from Ricardo Avenue to Anzar Avenue and Cienega Road from Mudstone Ranch to Bird Creek. TRC is preparing the PS&E for the necessary roadway design including utility coordination, pavement design, and drainage design. Both projects will be funded using SB-1 funds. The designs for these projects included Full-Depth Reclamation (FDR) and overlay and soldier pile wall design for the slip out areas. During the design phase, the engineering team along with the County field walked each of the roadway segments to determine failure locations, drainage issues, and types of repair solutions. To expedite the project, aerial images were used to draft the plans, in lieu of obtaining detailed surveys. However, geotechnical recommendations were required for the retaining wall designs. Final pavement delineation and markings were placed on all the new paved roadways to meet current standards. Driveway conform details were also prepared where the roadway profile was raised as a result of the FDR and overlay. Drainage culverts that crossed the roadway were protected in place. Construction for Cole Road is expected to begin in the Fall 2024 and construction of Cienega Road is expected in the Spring 2025. TRC will also provide construction support services to address submittals and Contractor RFI's.

ON-CALL, MEASURE G – SHORE ROAD REHABILITATION FROM FRAZIER LAKE ROAD TO SAN FELIPE ROAD (FY 24-25)

TRC completed the 100% PS&E documents for road maintenance rehabilitation improvements on Shore Road from Frazier Lake Road to San Felipe Road totaling **$4.6M** in San Benito County. TRC prepared the PS&E for the 2.6-mile roadway segment including roadway design including utility coordination, pavement design, and drainage design. The maintenance repair was funded using Measure G funds. The design for this project included Full-Depth Reclamation (FDR) and overlay. During the design phase, the engineering team along with the County field walked the roadway segments to determine failure locations, drainage issues, and types of repair solutions. To expedite the project, aerial images were used to draft the plans, in lieu of obtaining detailed

surveys. Final pavement delineation and markings were placed on all the new paved roadways to meet current standards. Driveway conform details were prepared where the roadway profile was raised as a result of the FDR and overlay. Drainage culverts that crossed the roadway were protected in place. As part of this project, the intersection of Shore Road and Perry Court was widened for a left turn pocket. The widening of the left turn pocket was funded with Developer Fees. Construction for Shore Road is expected to begin in the Fall 2024. TRC will also provide construction support services to address submittals and Contractor RFI's.

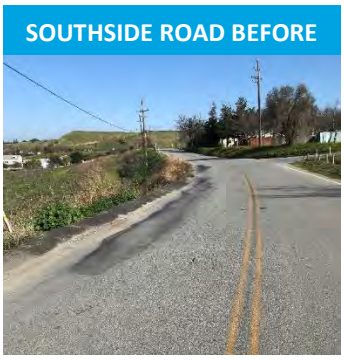
SB-1 ROAD MAINTENANCE PROJECTS AT VARIOUS LOCATIONS (FY 20-21)





TRC performed the design and full PS&E documents for various road maintenance projects totaling **$3.6M** in San Benito County. In addition, the team provided construction management services to the County during construction. The Project encompassed the completion of roadway maintenance repairs on segments of Cienega Road, Anzar Road, and Carr Avenue. TRC prepared the PS&E for the necessary roadway design including utility coordination, pavement design, and drainage design. The maintenance repair was funded using SB-1 funds. The designs for these projects included Full-Depth Reclamation (FDR) and overlay and cape seal and overlay. During the design phase, the engineering team along with the County field walked each of the roadway segments to determine failure locations, drainage issues, and types of repair solutions. To expedite the project, aerial images were used to draft the plans, in lieu of obtaining detailed surveys. Final pavement delineation and marking was placed on all the new paved roadways to meet current standards. Asphalt dikes and AC overside drains were used at certain locations to improve drainage along the roadway. Also, along hillsides, Type A asphalt dikes were used to widen the roadway to obtain 10' wide travel lanes in each direction. Driveway conform details were also prepared where the roadway profile increased as a result of the FDR and overlay. Drainage culverts that crossed the roadway were protected in place. TRC also provided construction support services and worked with the Contractor to address all RFI's and submittals during the construction phase of the project. The PS&E documents were produced on an expedited schedule to maintain the allocated funds for these projects.

SOUTHSIDE ROAD 5000 BLOCK SLIP OUT AND ROAD MAINTENANCE REPAIRS (FY 19-20)





TRC performed the design and full PS&E documents for road maintenance improvements and road slip-out repairs totaling **$2.1M** in San Benito County. In addition, the team provided construction management services to the County during construction. The Project encompassed the completion of roadway maintenance repairs on Southside Road and the construction of two soldier pile retaining walls. During 2019 and 2020, Southside Road, located in the southeastern portion of Hollister, CA began to substantially settle, creating sever stress cracking and shallow depressions in the roadway. The County took proactive actions to replace the distressed roadway before the entire roadway slipped down the hillside. There were two segments of roadway that were repaired. One section was located in front of Southside School and the other about ¼ mile south of the school on the south side of the roadway. TRC provided engineering design

of the soldier pile retaining wall structures and the roadways including minor realignments and the final PS&E package ready for advertising. The plans included two soldier pile walls, drainage design, road re-alignment, erosion control, grading, utility coordination, and traffic handling. Guard rails were designed to protect the retaining wall and the public from the embankment drop off. The PS&E was required to temporarily relocate the overhead lines across the street prior to construction and then relocate back to the original location after the retaining walls were constructed. The maintenance repair was funded using Measure G funds. The designs for these projects included an asphalt overlay and full structural section replacement. Final pavement delineation and markings were placed on all the new paved roadways to meet current standards. Asphalt dikes and AC overside drains were used at certain locations to improve drainage along the roadway. TRC also provided construction support services and worked with the Contractor to address all of the RFI's and submittals during the construction phase of the project. The PS&E documents were produced on an expedited schedule to maintain the allocated funds for these projects.

ENTERPRISE ROAD MAINTENANCE PROJECTS AT BEST ROAD AND FAIRVIEW ROAD (FY 19-20)





TRC performed the design and full PS&E documents for various road maintenance projects totaling **$2.9M** in San Benito County. In addition, the team provided construction management services to the County during construction. The Project encompassed the completion of roadway maintenance repairs on Best Road from Hwy 25 to John Smith Road and Fairview Road from McCloskey Road to Rosa Morada Road. TRC prepared the PS&E for the necessary roadway design including utility coordination, pavement design, and drainage design. The maintenance repair was funded using Enterprise funds. The designs for these projects included Full-Depth Reclamation (FDR) and a Geogrid embankment solution with a new structural section. During the design phase, the engineering team along with the County field walked each of the roadway segments to determine failure locations, drainage issues, and types of repair solutions. To expedite the project, aerial images were used to draft the plans, in lieu of obtaining detailed surveys. Final pavement delineation and markings were placed on all the new paved roadways to meet current standards. Driveway conform details were prepared where the roadway profile was raised as a result of the FDR and overlay. Drainage culverts that crossed the roadway were protected in place. Also, along Fairview Road, the existing drainage ditches were cleared and graded to drain and new culverts under driveways were installed to assist with drainage along the roadway. TRC also provided construction support services and worked with the Contractor to address all of the RFI's and submittals during the construction phase of the project. During construction of Best Road, cobbles were discovered in the existing roadway and construction activities were paused. TRC provided a new roadway design that avoided the problem and put the project back on schedule. The PS&E documents were produced on an expedited schedule to maintain the allocated funds for these projects.

PROJECT OUTCOME

The team is currently providing and provided construction management services to the County during construction of all projects.

ON-CALL SERVICES, TASK ORDER 1 – FOUR ROADWAY REHABILITATIONS

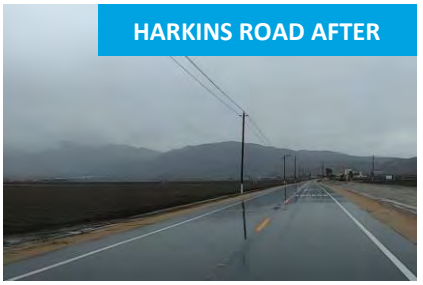
Contracting Agency, Project Manager, and Contact Information	Monterey County Public Works, Facilities & Parks Billy Issa, Project Manager (831) 796-1343 | issab@countyofmonterey.gov
TRC Contract Amount	$443,000
Funding Source	LPP (SB-1)
Project Start and Completion	2022 – Ongoing
TRC Project Manager and Contact Information	Justina Conklin, Project Manager (916) 272-1361 | jconklin@TRCcompanies.com

PROJECT OBJECTIVE

TRC was selected to provide on-call civil engineering services for transportation projects totaling approximately **$6.2M**. Task Order 1 was assigned to TRC to provide engineering services for road rehabilitation design of Harkins Road, Hunter Lane, Hitchcock Road, and Foster Road. The proposed road rehabilitation method for these segments will be a Full Depth Reclamation.

PROJECT DESCRIPTION





HARKINS ROAD between the City of Salinas limits and 5th street - TRC improved drainage along the roadway, specifically at the Harkins Road and Hunter Lane intersection and the 5th Street and Harkins Road intersection. Due to the high truck volumes turning onto Hunter Lane, the intersection was improved to accommodate trucks turning from southbound Harkins Road to westbound Hunter Lane. Cobbles were found from the initial geotech report, which is a challenge for FDR operations. To mitigate the cobbles, supplemental aggregate was used to raise the roadway profile away from the cobble layer, allowing full depth reclamation to be a viable solution.





HUNTER LANE between State Route 68 to Harkins Road - TRC will improve drainage along the roadway. Sulfates were found from the initial geotechnical report. To mitigate the sulfates, supplemental aggregate was brought in to raise the roadway profile and still allow full depth reclamation to be a viable solution.

HITCHCOCK ROAD and **FOSTER ROAD** between Davis Road to State Route 68 will both become detour routes for the County's Davis Road widening project. Presently, both roadways are rural roadways, and the pavement is in very poor condition. Both roadways will be rehabilitated using Full Depth Reclamation including drainage improvements on both sides of the roadway. The existing roadway does not have a crowned section and is one of the reasons that the roadway is failing. As part of the project, a standard 2% crown will be established to improve roadway drainage.

PROJECT OUTCOME

Two projects have been constructed and the final two are under construction right now, and will be complete by December 2024. TRC is providing construction support for all four projects.

SR 198 / AKERS STREET INTERCHANGE IMPROVEMENTS / ROADWAY WIDENING

Contracting Agency, Project Manager, and Contact Information	City of Visalia Public Works Department Mr. Eric Bons, Senior Civil Engineer 559-713-4350 | eric.bons@visalia.city
TRC Contract Amount	$1.12M
Funding Source	Measure R (Local Funds) and LPP (SB-1)
Project Start and Completion	2016 – 2021
TRC Project Manager and Contact Information	Justina Conklin, Project Manager (916) 272-1361 | jconklin@TRCcompanies.com

PROJECT OBJECTIVE



TRC was hired by the City of Visalia for this **$5M** project to prepare the preliminary engineering, traffic analysis, the environmental document, and PS&E documents for operational improvements to Akers Street between Hillsdale Avenue and Cypress Avenue, encompassing the Akers Street interchange on SR198 to improve mobility and relieve congestion.

PROJECT DESCRIPTION



Akers Street is a vital link to the region, classified as an arterial roadway providing north/ south mobility and connectivity to SR 198. To accommodate current traffic volumes and the projected high traffic demands through the 2035 planning horizon, improvements to this major travel corridor were needed. Within the State right-of-way, Akers was widened on both the east and west side to accommodate the addition of dual left turn lanes.

PROJECT OUTCOME



TRC prepared the PS&E for roadway design, stage construction, ADA compliance, traffic signing, including overhead signs, slope paving, and other civil engineering tasks including drainage, utility coordination, and right-of-way certification. Geometric roadway features including travel lanes, shoulders, and sidewalks were upgraded to current standards within both State and City right-of-way. TRC led the effort for right-of-way and utility certification, including preparing the utility agreements between the City and the utility agencies. This was a lead task in obtaining the encroachment permit from Caltrans for the project. Diligent effort and communication with utility agencies was key in obtaining Caltrans approval to secure $2.5 million in construction funding by meeting the CTC funding deadline.
All work products were subject to Caltrans reviews and approvals. TRC provided construction support to the City and construction engineering staff during the construction process. The project was completed in 2021.

AWARD-WINNING PROJECT

- ASCE Fresno Roadway / Highway Project of the Year
- APWA Central California Project of the Year Honorable Mention- Less than $5M.

D. ORGANIZATION AND APPROACH

D. ORGANIZATION AND APPROACH

TRC offers to the City personnel whom will provide all necessary services required on your projects and we are eager to provide these services. We believe the team's in-depth knowledge on similar local agency and Caltrans projects and knowledge of Caltrans, local agency and FHWA procedures will provide a great benefit to the City. These strengths are especially important in today's environment, as proactive coordination and effective communication will be the main determinants of success. You will be selecting a team which has experience in successfully addressing issues such as complex environmental problems, public involvement, staged construction, railroad approvals and agreements, traffic handling, right of way, roadway and civil design, constructability reviews with experienced construction management staff, and utility relocations, and one that understands how to get your project completed successfully, while helping you secure and maximize the usage of State and Federal funding.

TRC has qualified broad-based experience acquired through successful performance on multiple projects for cities and counties throughout northern and central California. We serve an extensive range of public and private clients, steering complex projects from concept to completion to help solve the toughest challenges.

D.1. ROLES AND ORGANIZATION OF THE TEAM

TRC's Key Management



Our management leadership team for your project(s) each brings over **30 years** of experience delivering projects. **Mark Imbriani, Justina Conklin, and Mark Christensen** are experts in helping our clients execute major projects that make a meaningful impact on their local communities. A testimonial for each is shown below. Two-page resumes are provided in the appendix.

Mark Imbriani

"We are very pleased that you were the Project Manager on the Castroville Bike / Ped Rail Crossing and had a great design team to bring this project to the finish line successfully. You and your teams' efforts particularly stood out in obtaining approvals, the design of the structure, utility coordination, and construction phase responsiveness."

Patricia Lopez, Project Manager
County of Monterey

Justina Conklin

"I am pleased that you were the Project Manager for this important Akers Street / SR 198 Interchange Modification project. Your team's high level of service regarding utility coordination, quality design, and Caltrans agency coordination assisted the City in meeting the necessary funding goals."

Fred Lampe, Project Manager
City of Visalia

Mark Christensen

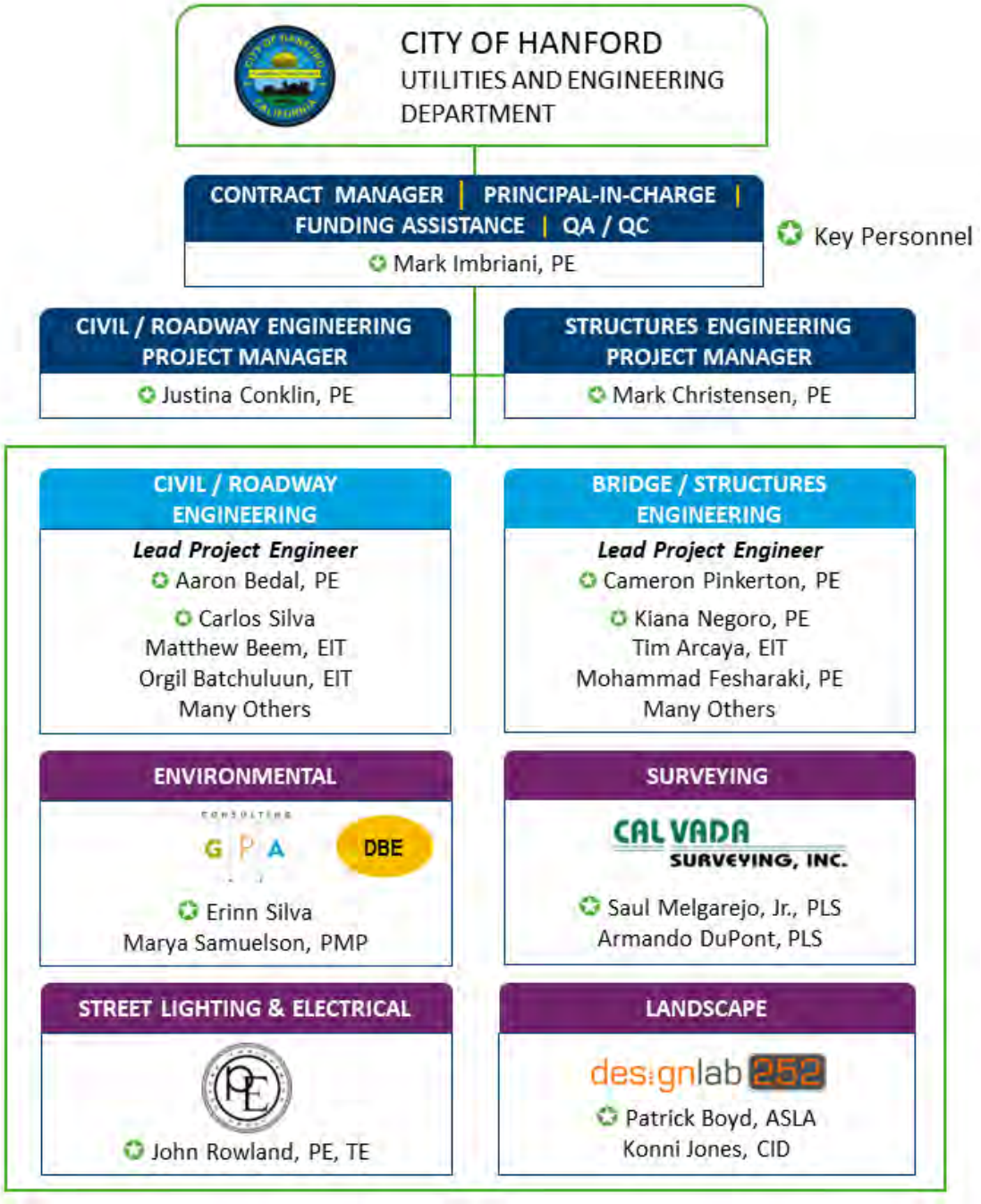
"We reached a major milestone on the Third Street Bridge Rehab and could not have done this without you guys…. not have made this milestone without your efforts and it clearly shows itself with this achievement. …this milestone might have been possibly derailed, but you guys kept on going and with the help of the entire team we made it."

Jacky Ng, Project Manager
San Francisco Public Works

TRC has an incredible workforce with skills, education, credentials, and experience that will deliver your project(s) successfully. These attributes are described throughout the proposal and in the condensed resumes found in the appendix. The **TRC Team Organization Chart** shown on the next page outlines the structure of our specially tailored team and the role each team member will perform for the City. Note we show two project managers, as the nature of each specific project will determine who in TRC is best suited to deliver your project successfully, on time and within budget. If needed for a specific project, additional staffing would be assigned. TRC and its subconsultant team will play an important role and provide all necessary services required for your

project(s). We currently have one DBE on our team to help meet or exceed any required DBE requirement and can add more if a project needs it.

TRC Team Organization Chart



Subconsultant's Firm Bios

Our all-star team members were selected because we have been partners together on many other projects. Based on our established relationships, we know the City can expect smooth operations, productive communication, and quality deliverables from our team. Other services and additional disciplines that may be required for a project will be added as needed with City approval. Firm bios for our subconsultants are shown on the next page.

GPA Consulting (GPA) is a multi-disciplinary consulting firm specializing in environmental planning, biological resource studies, and historic preservation planning. GPA, founded in 2003, is a certified **WBE, DBE, and SBE** registered as a California Corporation. The firm's expertise includes managing the environmental process in compliance with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), state and federal Endangered Species Act, Clean Water Act, Section 106 of the National Historic Preservation Act, and Secretary of the Interior's Standards for the Treatment of Historic Properties, among other state and federal environmental laws. GPA's services include environmental document preparation, technical analysis, environmental document peer-reviews, regulatory permitting, agency coordination, and construction and mitigation monitoring. GPA is particularly skilled in transportation projects, including roadway/highway, bridges, emergency repairs, and bicycle and pedestrian facilities. Many of these projects are processed through Caltrans Local Assistance Program, thereby giving staff an in-depth knowledge of Caltrans' Local Assistance Procedures Manual (LAPM) and Standard Environmental Reference (SER). **DIR Registration #1000035318**

Calvada Surveying, Inc. (Calvada) is a Disabled Veteran and Minority Disadvantaged-Owned land surveying business established in 1989. They are a trusted partner throughout the Western U.S. and provide professional land surveying services for various industries, including the Civil Engineering, Telecommunications, Real Estate, Construction, and Environmental industries. Calvada's clients are presented with professionalism, superb customer service, and the finest technology available. **DIR Registration #1000007149**

Peters Engineering Group (PEG) is a multi-disciplined engineering company specializing in civil and traffic engineering services. PEG is located in Clovis, California and serves primarily public agency clients and municipalities in the transportation and general civil engineering field. PEG utilizes the latest equipment and software, which allows them to provide prompt and technically accurate services to their clients. Since their inception in 1998 they have continuously provided services that have assisted in the successful delivery of hundreds civil and traffic engineering projects including traffic signal and street lighting designs, road widenings, intersection improvements, highway improvements, bicycle and pedestrian trail design, water line projects, traffic studies, and construction management. **DIR Registration #1000028322**

Designlab 252 (DL252) is a full-service Landscape Architecture firm specializing in state and municipal related design. They are a local firm with statewide experience. The company provides full-service Landscape Architecture with years of experience in providing professional consulting services for State, regional, and local municipalities. They have a long-standing working relationship with TRC and have a proven successful work history for completing projects on-time and under budget. DL252 has experience working in the Hanford area and are familiar with the City's requirements for processing successful projects. **Designlab 252 does not do work subject to prevailing wage and is not subject to prevailing wage requirements under the State of California regulations and therefore is not registered with the DIR.**

Number of Project Staff, Facilities Available and Experience of TRC for Potential Projects

TRC has over 50 transportation design professionals in California with three main offices located in Sacramento, Fresno, and Irvine.

RANCHO CORDOVA
10680 White Rock Road, Suite 100
Rancho Cordova, CA 95670

FRESNO
8050 N. Palm Avenue, Suite 300
Fresno, CA 93711

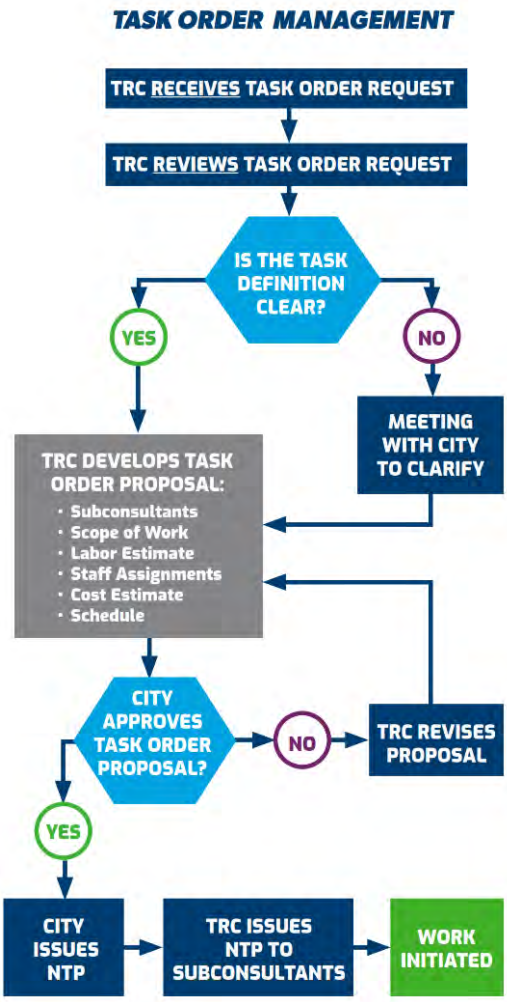
IRVINE
6 Executive Circle, Suite 200
Irvine, CA 92614

Our experience is explained throughout the proposal and our project descriptions of similar experience.

D.2. PROJECT AND MANAGEMENT APPROACH

Project Management

A successful Management Plan begins by assigning a **Committed Project Manager.** Our Project Managers, **Justina Conklin, PE and Mark Christensen, PE** have the technical knowledge, skill, and experience to expertly manage this contract for the City. They are excellent communicators and take pride in their ability to be accessible and responsive to their clients. Justina and Mark will drive the project schedule, staff the work, and manage the work for you. They are completely available to work closely with the City on your project(s). Successfully managing and coordinating the contract with the City will be their number one priority!



Successful projects require a sound organizational approach designed to guide them, but with enough flexibility to meet the demands of the various parties involved. TRC has a wealth of experience at successfully managing projects. The key to sound management is communication.

In-house weekly project status and staffing meetings are held with the Team and TRC managers to discuss project status and to plan staffing requirements. Top-level management meets monthly to review long term staffing requirements. This system allows us to respond quickly to changes in our project needs and demands.

Agendas will be prepared in advance of all meetings. This allows for highly effective, focused meetings. At the conclusion of meetings, notes will be prepared summarizing discussions and listing specific action items and their due dates. Notes are distributed to all meeting attendees and team members for review and clarification as required. A final version of the notes is distributed after receipt of comments. Again, this allows for excellent communication and understanding, which provides for budget and schedule efficiency and achievement of client goals. The action items from each meeting or phone call are added to an overall Action Item List for the project, increasing the likelihood of tasks being completed on schedule and within budget.

TRC documents decisions made, and action items required. Critical conversations will be documented and distributed via email to affected persons. The City can always review these documents to clarify issues, as necessary. This level of communication minimizes the chance of misunderstandings.

Plan Sheet Control & Tracking

A project specific spreadsheet like the spreadsheet on the right will be developed for the Project Deliverables. This allows us to track submittal development, completion, review, and delivery. Like the Plan Sheet Control Spreadsheet, the Deliverables Tracking Spreadsheet will be provided to the City along with

PLAN SHEET NAME	SHEETS	DESIGNED BY	DATE	CHECKED BY	DATE
Title Sheet	1				
Survey Control Sheet	1				
Typical Cross Sections	1				
Plan and Profile Sheets	3				
Construction Details	2				
Contour Grading	1				
Drainage and Utility Plan	1				
Drainage Profiles					
Drainage Details					
Drainage Quantities	1				
Utilities Plans	2				
Construction Area Signs/ Detour Plan	1				
Stage Construction Plans	3				
Pavement Delineation and Sign Plan	1				
SWPPP / Details	3				
Summary of Quantities	1				
Other Sheets	Various				
Log of Test Borings	1				
TOTAL SHEETS	Varies				

Sample

other quality control documents to provide verification that our QA / QC program has been followed.

Budget and Cost Control

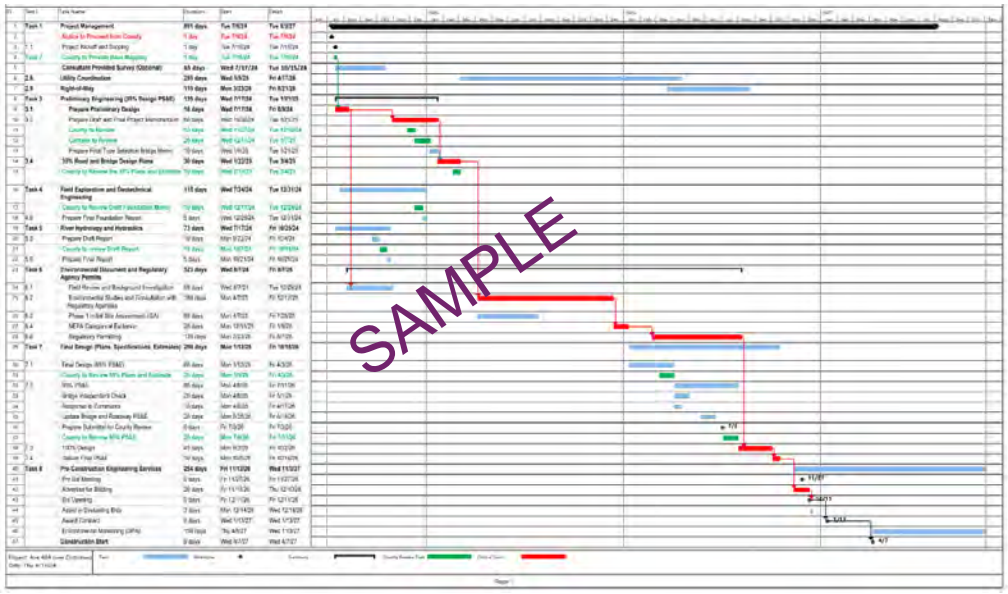
TRC prepares detailed task-by-task fee proposals for our clients. We also track each task separately and include a summary of our budget status with each monthly progress report. This status shows the budget, amount earned/billed-to-date, remaining budget, and percent complete for each task. We also receive internal weekly budget status reports by task. This allows us to keep good control over costs, as the percent complete with budget is compared to the percent complete with work for each task. Course correction can be implemented at such time as the work complete falls below the budget completion percentage. A sample of a typical budget summary is shown on the right.

Task No./Description	TRC Phase/Task Number	This Invoice Amount	Billed To Date	Budget	Budget Remaining
PHASE 1 BASIC SERVICES					
Task 1.0-1.2 Project Management and Meetings	1/100	$105.65	$21,252.48	$30,278.00	$9,025.52
Task 1.3 QA/QC	1/130	$0.00	$702.65	$11,282.00	$10,579.35
Task 2.0 Surveys and Mapping (by County/Optional)	1/200	$0.00	$0.00	$0.00	$0.00
Task 3.0 Preliminary Engineering (35% PS&E)	1/300	$0.00	$27,194.01	$27,769.00	$574.99
Task 4.0 Field Exploration and Geotechnical Engineering	1/400	$0.00	$417.66	$2,418.00	$2,000.34
Task 5.0 River Hydrology and Hydraulics	1/500	$0.00	$1,837.68	$2,497.00	$659.32
Task 6.1 Establish Right of Way Requirements	1/610	$0.00	$0.00	$2,860.00	$2,860.00
Task 7.0 Environmental Document	1/700	$0.00	$4,761.25	$4,813.00	$51.75
Task 8.1 Final Design (65% PS&E)	1/810	$14,524.03	$30,595.98	$55,858.00	$25,262.02
Task 8.1.4 Engineering Support for Permitting	1/814	$0.00	$0.00	$4,442.00	$4,442.00
Task 8.1.5 Utility Coordination Support	1/815	$0.00	$0.00	$4,442.00	$4,442.00
Task 8.2 90% PS&E	1/820	$0.00	$0.00	$14,318.00	$14,318.00
Task 8.2.2 Bridge Independent Check	1/822	$0.00	$0.00	$17,846.00	$17,846.00
Task 8.3 100% PS&E	1/830	$0.00	$0.00	$5,601.00	$5,601.00
Task 8.4 Deliver Final PS&E	1/840	$0.00	$0.00	$4,815.00	$4,815.00
Expenses	1/EXP	$0.00	$265.91	$7,658.00	$7,392.09
4Creeks, Inc.	1/CRE	$0.00	$0.00	$0.00	$0.00
DesignLab252	1/DSL	$0.00	$0.00	$0.00	$0.00
Exaro	1/EXA	$0.00	$0.00	$0.00	$0.00
GPA	1/GPA	$7,195.68	$61,974.52	$98,950.00	$36,975.48
WRECO	1/WRE	$0.00	$66,296.00	$66,928.00	$632.00
TRC Labor Escalation Factor	1/XXX	$0.00	$0.00	$8,637.00	$8,637.00
TOTAL PHASE 1		**$21,825.36**	**$215,298.14**	**$371,412.00**	**$156,113.86**
PHASE X OPTIONAL SERVICES					
Life Cycle Cost Analysis	X/300	$0.00	$10,511.29	$10,512.00	$0.71
Unused Optional Services	X/XXX	$0.00	$0.00	$140,814.00	$140,814.00
TOTAL PHASE X		**$0.00**	**$10,511.29**	**$151,326.00**	**$140,814.71**
GRAND TOTAL		**$21,825.36**	**$225,809.43**	**$522,738.00**	**$296,928.57**

Note:
1 The costs "Billed to Date" column reflect costs through December 25, 2020.

Schedule Control

A detailed CPM schedule in Microsoft Project will be prepared upon award of a project to TRC. **Monthly updating of the schedule allows TRC to make adjustments to tasks or resources as necessary to maintain the project schedule.** The keys to the success of your project, include clear and effective communication, timely decision making, up-front coordination, and a committed design team. TRC will focus on these keys and will commit to the success of your project, as we have for you and our other clients in the past.



Ability to Expedite Schedules

TRC has been involved in a number of recent projects that required tight timelines in order to meet mandated deadlines for the funding sources. In particular we secured the funding and developed the PS&E for three railroad grade separation projects in the City of Tulare. Funding sources included State Prop. 1B Highway Railroad Crossing Safety Account and SH190 Grade Separation funds. A total of $30M in funding was obtained. The CTC-mandated that each project be fully developed (environmental, right of way, railroad agreement, PUC authorization, and PS&E) within twenty months. TRC successfully delivered all three projects! Another specific example appears below:



TRC was hired by the City of San Francisco to provide bridge inspection, design, environmental studies, and construction support services for the rehabilitation of this historic bascule bridge, the Third Street Bridge over Mission Channel Rehabilitation in San Francisco. Work included deck replacement, cleaning and painting steel, replacing corroded steel members, updating safety features, and restoring the concrete counterweight. TRC led a multi-discipline team to perform the inspection of the bridge, environmental clearance, design and development of PS&E and support during construction activities. This job was considered to be the highest profile job in the City due to the bridge's proximity to the San Francisco Giants stadium and the Golden State Warriors arena (Chase Arena). In particular, the bridge construction had to be completed before the arena was opened, as road closures were required to construct the bridge, and the bridge was used by baseball fans to get to and from the stadium from the parking lots. Failure to achieve the schedule would have resulted in horrible traffic jams and inability for fans to get to the stadium. This was a highly political project to say the least! Frequent updates were necessary to keep the mayor's office informed.

The project was on an **extremely accelerated schedule** due to the planned opening day of the new Chase Center half a mile south of the bridge. The schedule was further complicated by the presence of Oracle Park immediately north of the bridge and Oracle Park parking lots immediately south of the bridge. Even with a number of City requests changes and additions to the original scope, and a 7-month delay in NTP, TRC was able to meet the City's, the San Francisco Giants and the Golden State Warriors' schedules, designing the project to allow staged construction and frequent closure windows when the bridge remained open to cars and pedestrians for events.

In order to assist the City with required and very fluid schedule changes, TRC, at no additional cost, broke the PS&E package into two pieces, preparing separate bid documents for the counterweight restoration work so this City could let this work and get it completed while they addressed other internal delays and schedule issues.

Despite the highly accelerated design schedule, design costs were kept within the budgets (including amendments for requested additional work) and the winning bid for construction was well below the Engineer's estimate. ***This $25 Million project won the following award: Silver Level Award Winner for Infrastructure more than $20 Million.***

TRC met all deadlines and completed the work within budget. The project was constructed and opened for traffic in time.

QUALITY ASSURANCE / QUALITY CONTROL

The TRC team is committed to excellence, as our references will attest. We will provide quality assurance and quality control throughout the duration of the project and will constantly employ our quality control plan in producing the PS&E for a project All deliverables and submittals will be subjected to this QA / QC Plan before being delivered to the City. Our approach follows that of Caltrans, as evidenced by the QA / QC checklist we use on every project.

A Quality Management Program starts with Quality People. TRC employs a quality management program that incorporates responsibility for quality throughout the organization, and benefits from process improvements realized on similar projects. It all starts with the selection

QUALITY MANAGEMENT PROGRAM

Q Quality Management relies on effective communication

U Understand scope details prior to commencing work

A All employees take responsibility for their individual work

L Launch projects with appropriate controls and budget

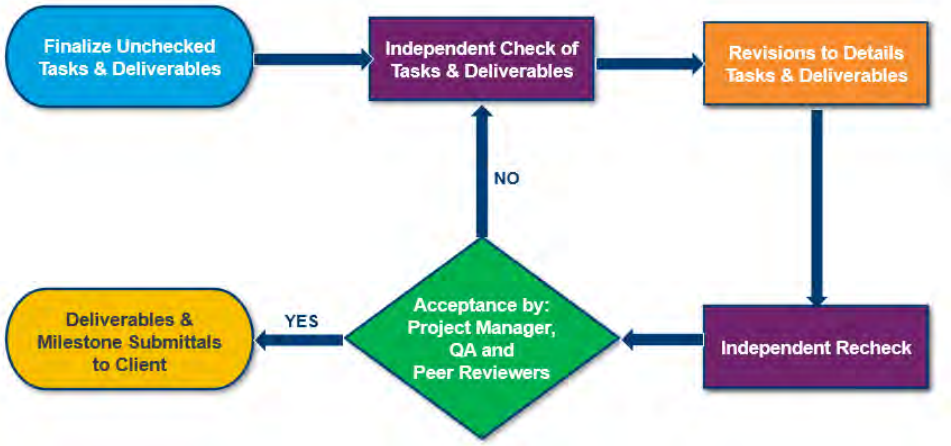
I Independent review - a second set of eyes for all deliverables

T Training and development helps to improve performance

Y You - understand your roles and responsibilites

of our **Project Managers, Justina Conklin, and Mark Christensen.** We have also assigned a seasoned professional, **Mark Imbriani**, to assist Justina and Mark in implementing the Quality Management Program for this contract. TRC's Quality Management Program involves reviewing scope, methodology, reports, and all other deliverables, as well as monitoring client and subconsultant relationships. Justina and Mark will first establish clear communication protocols for the team.

The QA / QC Plan designates specific quality assurance roles for each team member, as well as interdisciplinary checks. In order to assure that the project delivery is performed in a timely manner, the Project Manager will update the project schedule frequently, noting critical submittals at the 35%, 65%, 95%, and 100% design phases. In the schedule, adequate time will be given for the agencies to conduct appropriate reviews, so that these critical milestones can be accurately placed in the schedule and followed by the team. A QC review task will also be assigned and will allow the Project Manager to administer an interdisciplinary review. This gives the entire team time to review each other's plans and look for conflicts or errors between disciplines and correct these errors before submitting to the client. For example, the landscape designer will review the traffic handling, utility, and electrical plans. At the same time, the electrical designer will review the other disciplines. The Project Manager will be in charge of making sure that all of their comments get addressed. These peer reviews with principal, project managers and lead designers will be conducted to ensure that quality control is maintained throughout the duration of each task.



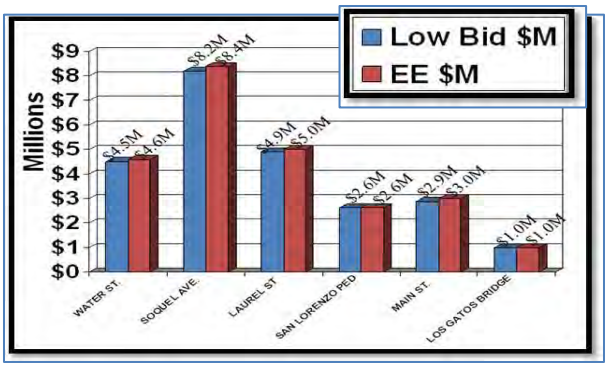
Among other things, for example, the Project Manager will:

- Provide ongoing quality assurance for prime and / or subconsultants' deliverables or submittals.
- Designate a construction specialist to perform a constructability review.
- Provide deliverables on or prior to the due dates.
- Provide final plans, specifications, and estimate review for coordination among all disciplines and all work products.

Good QA/QC starts with the scoping meeting held upon consultant selection. We will meet with you to discuss your goals, work-to-date, available work products, and desired outcomes. At this meeting we wish to obtain input from all stakeholders on the project, so their needs are identified and thus can be met. After that, a detailed scope of work will be developed so that all parties are clear as to exactly what work will be performed by the City, the TRC team, and others (such as review agencies).

During prosecution of the work, we will provide opportunity for City progress reviews at your office. This will provide early evaluation of our progress and our technical approach to analysis and design. This will also generate an ongoing dialogue and assist us in providing milestone products which meet your needs.

The result of our plan has been biddable and buildable construction documents, low bids, many bidders, and very few change orders during construction. Please contact our references in this regard. The primary benefit provided through our QA / QC program is the confidence in our construction contract documents, which provides for the lowest project cost while still providing value to the client. A summary of engineer's estimates and bids received for some of our past projects appears in the chart. Note the excellent correlation between our estimates and the low bid. This should give the City confidence in your budgeting process, in that the budget should not significantly change from project conception to project completion.



Our QA/QC results in:

Less Rework, Fewer Change Orders
Improved Constructability, Resulting in
Lower Cost to the Client

SUMMARY

Much of this has been discussed above, but, due to its importance, it too bears repeating. Quality is one of TRC's core values. As such, TRC employs a quality management program that incorporates responsibility for quality throughout the organization, and benefits from process improvements realized on similar projects.

Communication As noted above, our goal is for "no surprises" and a partnership that has a common understanding and expectations every step of the way. Proven communication tools will keep our team focused on the City's goals. Our communication procedures will include:

- ✓ Project Communication and Management Manual
- ✓ Protocol for electronic communication, including establishment of password protected FTP site.
- ✓ Team weekly meetings, impromptu meetings as needed.
- ✓ Timely meetings and reporting to the City.

Quality Standards TRC's Quality Management Program incorporates:

- ✓ **A Commitment** of all team members to follow proper standards used throughout the project.
- ✓ **Quality Assurance and Control Procedures:** Procedures include management oversight, clear definition of roles and responsibilities, and administrative functions associated with tracking and reporting.
- ✓ **Document Control:** Establish an electronic document management system and assign one person to be responsible for maintaining these documents.

Confirming Quality While it is important to build quality into the work, formal checking and review are critical quality activities. Quality checking activities, which are all documented with checklists and three-level approvals, include:

- ✓ **Peer Review/Coordination Checking:** Coordination and independent checking activities are performed by a separate peer reviewer (or group) consisting of checkers.
- ✓ **Discipline Review:** Technical checking and review activities are performed by each responsible technical or design discipline under the direction of our various discipline leaders.
- ✓ **Independent Deliverable Review:** All TRC work products are independently checked until the originators and checkers both agree to the validity and accuracy of the work product. **Mark Imbriani, PE,** is our

designated QA / QC Lead. He will review all work and verify that all technical checks have been completed.

Subconsultant Quality TRC requires that each subconsultant either adheres to our Quality Management Program or that they have their own. From our past experience working with our subconsultants assigned to on-calls, we are well aware of the high-quality work they perform.

Timeliness As our Quality Management Program is built into how we do business, our deliverables will not be delayed because "they still need to be checked." We convene internal over-the-shoulder review of deliverables at least one week before they are due. This allows the Project Manager, the Principal-in-Charge, and the discipline managers to verify their completeness and adjust staff assignment if needed to meet the deliverable schedule.

TRC's values include accountability, creativity, integrity, passion, consistent quality, a safety-first culture, teamwork, and a commitment to our communities. Many of our projects have won awards for our clients from ASCE, APWA, TCAG, and CTF, among others. TRC believes that project success is measured not only by meeting the schedule and budget, but also by providing a project that meets the needs of our clients and the public.

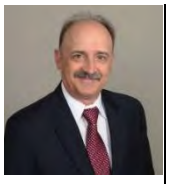


D.3. ROLES OF TRC'S KEY STAFF

TRC's Key Staff

TRC, the prime consultant, **will provide project management, civil / roadway, and structures design services, including PS&E, funding assistance, feasibility studies, utility / railroad coordination, drainage and storm water services, outreach support, bidding assistance and construction support, peer / constructability review and Caltrans funding application assistance.** Mark Imbriani, PE will be your Contract Manager / Principal-In-Charge, Justina Conklin, PE, will be your Civil/Roadway Project Manager, and Mark Christensen, PE, will be your Structures Project Manager. Short bios are provided for TRC's key personnel. Two-page resumes are provided in the appendix.

Mark Imbriani, PE
Contract Manager / Principal-In-Charge / Funding / QA & QC



- ✓ **43 years of experience**
  25 years with TRC
- ✓ B.S., Civil Engineering, Case Institute of Technology, 1980
- ✓ **Professional Engineer, California, #36634, 1983**

Mr. Imbriani has experience in project management, grant application writing and engineering, value engineering, design PS&E, and construction bidding assistance and management of projects. He will oversee the design group to successfully prepare PS&E.

- City of Hanford, 13th Avenue at Grangeville Boulevard (PM - $968K)
- City of Hanford, Grangeville Blvd./BNSF Grade Sep Study (PM- $126K)
- City of Hanford, Grade Separation Fund Grant Applications (PM)
- City of San Luis Obispo Railroad Safety Multi-Use Trail and Grade Sep. (PM - $4.5M)
- City of Visalia, SR198 / Akers St. Interchange Modification (QA/QC - $4.5M)
- Sonoma County, Geysers Road Emergency Repairs (PM - $3.9M)

Justina Conklin, PE
Civil / Roadway Project Manager



- ✓ **32 years of experience**
  16 years with TRC
- ✓ B.S., Civil Engineering, California State University, Sacramento, 1991
- ✓ **Professional Engineer, California, #53183, 1995**

Ms. Conklin will lead the civil / roadway design of developing preliminary alignment concepts and preparing final roadway PS&E documents for construction. She has successfully delivered PS&E projects including new road designs, road widening projects, emergency repair and storm damage projects, traffic signal projects, and studies.

- City of Hanford, 13th Avenue at Grangeville Boulevard (PM - $968K)
- City of Hanford, Grangeville Blvd./BNSF Grade Sep Study (PE- $126K)
- San Benito County, On-Call Roadway Improvements (PM - $20.7M)
- Monterey County, On-Call Four Roadway Rehabilitations (PM - $6.2M)
- City of Visalia, SR198 / Akers St. Interchange Modification (PM - $4.5M)

Mark Christensen, PE
Structures Project Manager



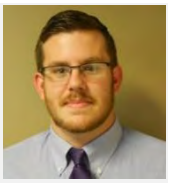
- ✓ **39 years of experience**
  20 years with TRC
- ✓ MBA, Engineering and Science Management, University of California, Davis, 1987
  B.S., Civil Engineering, Oregon State University, 1985
- ✓ **Professional Engineer, California, #45569, 1990**

Mr. Christensen will lead the structures design encompassing transportation structures, bridge design and rehabilitation, roadways, hydraulics, and construction. He oversees the development of preliminary concepts to final PS&E documents for construction.

- San Benito County, New Idria Bridge Replacement (PM - $6M)
- Sonoma County, Asti Permanent Bridge Crossing (PM - $43M)
- Sonoma County, 2019 FEMA Geysers Road Storm Damage Repairs (QA/QC - $6.9M)
- City of Vacaville, Ulatis Creek Bank Stabilization (PM- $3M)
- Sacramento County, Elverta Road Bridge Replacement (PE- $TBD)
- San Benito County, Quick Start Roadway Improvements (QA/QC - $8.6M)

Other TRC vital personnel assisting our project leadership are shown below. We have included four subconsultants on our team to assist with any project(s). **Resumes for all key personnel can be found in the Appendix.**

Aaron Bedal, PE



Senior Civil / Roadway Engineer

- ✓ **11 years of experience**
- **11 years with TRC**
- ✓ B.S., Civil Engineering, California State University, Sacramento, 2013
- ✓ **Professional Engineer, California, #86668, 2016**

Mr. Bedal has experience in design parameters, preparing conceptual design plans and estimates, and completing the PS&E documents to bid. He specializes in design of roadways, pathways, site layout, utility layout, grading, drainage design, and roadway rehab design, and has vast experience with Caltrans and AASHTO's design standards.

- City of Hanford, 13th Avenue at Grangeville Boulevard (DE - $968K)
- City of Hanford, Grangeville Blvd./BNSF Grade Sep Study (DE-$126K)
- San Benito County, On-Call Roadway Improvements (PM - $20.7M)
- Monterey County, Four Road Rehabilitations (DE - $6.2M)
- City of Visalia, SR 198 / Akers Street Interchange Improvements / Roadway Widening (PE - $4.5M)

Carlos Silva



Senior Civil / Roadway Project Engineer

- ✓ **30 years of experience**
- **3 years with TRC**
- ✓ B.S., Civil Engineering, California State University, Chico, 1993

Mr. Silva is involved in all aspects of civil/roadway and highway design. He provides project management assistance, QA/QC on projects, communication and coordination with clients, local agencies, utility companies, and provides construction support services. He is very versed in Caltrans Local Assistance procedures and standards, and Caltrans, AASHTO, MUTCD, FHWA and ADA and local agency standards.

- San Benito County, On-Call Roadway Improvements (PM - $20.7M)
- Monterey County, Four Road Rehabilitations (DE - $6.2M)
- Sonoma County, 2019 FEMA Geysers Road Storm Damage Repairs (PE - $6.9M)
- City of Vacaville, Ulatis Creek Bank Stabilization (PE - $3M)

Cameron Pinkerton, PE



Structures Project Engineer

- ✓ **19 years of experience**
- ✓ **19 years with TRC**
- ✓ B.S., Civil Engineering, University of California, Berkeley, 2004
- ✓ **Professional Engineer, California, #73288, 2008**

Mr. Pinkerton has experience in all aspects of the analysis and design of transportation structures. His experience ranges from advance planning studies and type selections to field investigations, dynamic and seismic analyses, preliminary and final design, through detailing and plan set production, and construction support services.

- Santa Clara County, Alamitos Creek Bridge Replacement (PE - $8M)
- Monterey County, Davis Road Bridge Replacement and Multimodal Widening (PE - $60M)
- Monterey County, Castroville Rail Crossing Pathways & Bike/Pedestrian Bridge (PE - $7.1M)
- San Benito County, On-Call New Idria Bridge Replacement (Structures PE - $6M)

Kiana Negoro, PE



Structures Senior Engineer

- ✓ **9 years of experience**
- **9 years with TRC**
- ✓ B.S., Civil Engineering, California State University, Fresno, 2014
- ✓ **Professional Engineer, California, #88362, 2017**

Ms. Negoro has experience in the preparation of plans, structural calculations, cost estimates, and specifications as well as review of construction submittals. Her experience includes bridge replacements and rehabilitations as well as retaining walls and culverts with Caltrans involvement.

- San Benito County, On-Call New Idria Bridge Replacement (DE - $6M)
- Fresno County, Fresno Canal at McKinley Avenue Bridge Replacement (DE - $1.5M)
- Santa Clara County, Alamitos Creek Bridge Replacement (DE - $8M)
- Sonoma County, Asti Permanent Bridge Crossing (DE - $43M)

TRC Key Team References

References for our Key TRC team members listed on the organization chart are shown below.

Client | Contact Name	Mailing Address | Email | Phone	Projects Performed
San Benito County Public Works Department Steve Loupe Project Manager	2301 Technology Parkway Hollister, CA 95023 sloupe@cosb.us (831) 207-8347	✓ Funding Acquisition for HSIP and LRSP ✓ On-Call Roadway Improvement Projects ✓ New Idria Bridge Replacement Project
Sonoma County Public Infrastructure (formerly TPW) Johannes Hoevertsz Public Works Director Stevan Hunter Project Manager Yoash Tilles Special Projects	400 Aviation Boulevard, Suite 100 Santa Rosa, CA 95403 johannes.hoevertsz@sonoma-county.org (707) 565-2550 Stevan.Hunter@sonoma-county.org (707) 565-4927 Yoash.tilles@sonoma-county.org (707) 565-1205	✓ Asti Permanent Bridge Crossing ✓ On-Call, Geysers Road Emergency Repair ✓ On-Call, Cazadero Highway Emergency Repair ✓ Frasier Creek Bridge at Geysers Road Replacement ✓ Franz Creek Bridge on Franz Valley School Road Replacement ✓ Big Sulphur Creek Bridge at Geysers Road Replacement
Monterey County Public Works, Facilities & Parks Enrique Saavedra Project Manager Patricia Lopez Project Manager Billy Issa Project Manager J. Erich Rauber Project Manager	168 W. Alisal Street Salinas, CA 93901 SaavedraEM@countyofmonterey.gov (831) 755-8970 lopezp@countyofmonterey.gov (831) 755-8998 issab@countyofmonterey.gov (831) 796-1343 RauberJ@countyofmonterey.gov (831) 755-5855	✓ On-Call Services, Four Roadway Rehabilitations ✓ Las Lomas Drive Bicycle Lane and Pedestrian Project ✓ On-Call Five Bridges ✓ Davis Road Widening and Bridge Design ✓ Castroville Rail Crossing Pathway and Bike/Ped Bridge ✓ Palo Colorado Emergency Repair ✓ Schulte Road Bridge Replacement
City of Santa Cruz Department of Public Works Joshua Spangrud Senior Engineer	809 Center Street, Room 201 Santa Cruz, CA 95060 jspangrud@santacruzca.com (831) 420-5178	✓ Murray Street Bridge Rehabilitation ✓ Branciforte Creek Bicycle / Pedestrian Multi-Use Crossing ✓ San Lorenzo River Pedestrian / Bicycle Bridge
City of San Luis Obispo Public Works Department Bryan Wheeler Project Manager	919 Palm Street San Luis Obispo, CA 93401 bwheeler@slocity.org (805) 781-7178	✓ On-Call Services, Railroad Safety Trail – Taft to Phillips ✓ California / Foothill Railroad Grade Crossing Improvements
Sacramento County Department of Transportation Melissa Jones Principal Civil Engineer	4111 Branch Center Road Sacramento, CA 95827 jonesme@saccounty.gov (916) 874-4243	✓ On-Call Transportation Design Services ✓ Elverta Road Bridge Replacement ✓ Arcade Creek Pedestrian and Bicycle Crossing Feasibility Study ✓ Elkhorn Boulevard Bridge at UPRR

E.

SCOPE OF WORK

E. SCOPE OF WORK

E.1. DETAILED SCOPE OF WORK STATEMENT

TRC will provide project management, civil / roadway, and structures design services, including PS&E, funding assistance, feasibility studies, utility / railroad coordination, drainage and storm water services, outreach support, bidding assistance and construction support, peer / constructability review and Caltrans funding application assistance. Our subconsultants will provide environmental, surveying, street lighting and electrical, and landscape architecture. We believe the team's intimate knowledge of the Northern California area; experience on similar local agency and Caltrans projects; knowledge of Caltrans, local agency and FHWA procedures; and professional relationships with Caltrans personnel involved in the project approval and funding processes will provide a great benefit to the City. These strengths are especially important, as proactive coordination and effective communication will be the main determinants of success.

TRC's work plan will be the same plan we have utilized on our many other successful projects and is based on the understanding we have of typical City projects, gained through experience working on other projects, our staff members' experience with similar local agency projects, and our experience with Federal, State, and locally funded projects. Each project has provided opportunities to improve our master Scope of Services, to better satisfy the goals and needs of our clients. Essential elements of the TRC Work Plan include Quality Assurance / Quality Control, Constructability Reviews, the Plan Sheet List, Deliverables List, Biddability Reviews, and Value Analysis. These activities will provide cost-effective design and quality in the construction documents and finished work.

Importantly, our work on many previous local agency Caltrans-oversight projects has allowed us to develop a quite detailed Scope of Services for the basic and supplemental tasks that will or may be required to satisfy the needs of the City, Caltrans, and other affected agencies. To keep this proposal brief, we have included only an outline scope of work herein.

We have found that our clients receive the greatest benefit if we jointly prepare a clear and detailed scope of work, by holding a scoping meeting with our client after consultant selection, but before the contract execution. The scoping meeting involves a detailed discussion of each task, including controversial issues or positions, to resolve differences to produce a clear plan of action for the TRC team (and other stakeholders) to pursue. TRC will prepare edits to the scope after this meeting and send it to the City for review and final reconciliation. In this way, a solid understanding of the project is developed, and a complete thorough scope of work prepared. The result is highly likely to be a successful project! (Note TRC does all this work at no charge to our clients, demonstrating the faith we have in this process and the benefits we know the client and TRC will realize.)

Project Elements (Generic)

The following work plan elements will be included in the agreement:

1. **Scope of Work -** Indicates the detailed tasks to be performed for each phase of the project, and the logical and required order in which they need to be performed.
2. **Plan Sheet List –** A list of anticipated plan sheets to be developed.
3. **Deliverables List –** lists project deliverables, the task in which each will be prepared, and the scheduled delivery date of each.
4. **Project Schedule -** a detailed project schedule in Microsoft Project.

The Plan Sheet List, Deliverables List, and Schedule will be finalized with the Scope for each project. They may vary also on the selected alternative and project approach (detour, construction staging, etc.).

Projects will typically be divided into the following three phases:

- **Phase 1** – Will begin at NTP and covers Preliminary Design and Environmental Documents (PA & ED) and Technical Studies
- **Phase 2** – Will begin after the approved Environmental Document and covers Final Design, Right-of-Way, and Preparation of Plans, Specifications, and Estimate.
- **Phase 3** – Will begin when project is out to bid and includes Bidding Assistance and Construction Administration and Management.

PHASE 1 – PRELIMINARY ENGINEERING AND ENVIRONMENTAL CLEARANCE

TASK	DESCRIPTION
Kickoff Meeting, Site Visit, Field Review	Meeting, site visit/field review, photos, review available information
Topographic Surveys and Stream Cross-Sections	AutoCAD Civil3D formatted mapping
Hydraulics	Hydrologic, hydraulic, and scour studies
Geotechnical	Geotechnical and materials investigation, analysis, recommendations
Utility Coordination	Assist City to identify necessary relocations and coordinate with utility owners
Alternatives Analysis	Determination of most feasible and desirable option for site.
Railroad and PUC Clearance	Prepare submittal to obtain RR concurrence and PUC Authorization to construct projects.
35% Design of Road and Bridge Plans (Type Selection)	Preliminary design of plan and profile, with typical cross sections. Evaluate bridge types (type selection). Seismic retrofit strategy determination.
Environmental Clearance	Perform technical studies and secure environmental clearance (TRC has a complete full-service environmental team)

PHASE 2 – FINAL ENGINEERING AND PERMITS

TASK	DESCRIPTION
Design, Details, and 65% Submittal	Perform design and detailing of the plans and submit to City for review and comment
Independent Design Check	Independent design check for the bridge (if applicable)
Technical Specifications	Preparation of the special provisions for the contract items and boiler plate
Construction Quantities and Cost Estimate	Quantity Calculations (two independent sets) and pricing
Draft (95%) PS&E Submittal	Incorporate comments on 65% submittal Submit draft PS&E package to City for review and comment
Right-of-Way Engineering	Assist City in securing right-of-way
Permits	Prepare permit applications
Final (100%) PS&E Submittal	Incorporate comments on Draft PS&E submittal Submit Final PS&E package to City
Bidding Assistance	Provide general consultation to the City to obtain bids and assist in analysis of bids

PHASE 3 – CONSTRUCTION PHASE SERVICES

TASK	DESCRIPTION
Construction Phase Services	Review submittals, provide clarifications to questions (RFIs), advise on CCOs, prepare record drawings, and other tasks as desired by the City.

E.2. TYPICAL TASKS AND DELIVERABLES

Deliverables List (Generic – To Be Edited for Each Specific Project)

PROJECT MANAGEMENT	ENVIRONMENTAL DELIVERABLES	FINAL DESIGN
• Baseline CPM Schedule and Updates	• Administrative Draft Categorical Exclusion	• Final Geotechnical Report
• Project Information Handout	• Final Draft Categorical Exclusion	• Final Survey & Mapping
• FTP Site Information	• Admin. Draft and Final Air Quality Report	• Final Foundation Report
• PDT Meeting Notes with Action Item List	• Areas of Potential Effect Map	• ROW Project Management Plan
• Progress Reports/Invoices	• Copies of Correspondence with SHPO	• ROW Certification
• Quality Control Plan Documentation	• Provide Copies of Correspondence with appropriate Native American Tribes	• 60% Plans
PRELIMINARY DESIGN	• Provide copies of responses from SHPO & Native American Tribes	• Contract Items list
• Kickoff Meeting Agenda & Notes	• Administrative Draft and Final Greenhouse Gas Emissions Study	• 95% Draft Bridge Plans
• Field Review Forms	• Administrative Draft and Final Caltrans ISA	• 95% Draft Plans Approach Roadway
• Community Outreach Plan and Public Outreach Deliverables	• Administrative Draft and Final Natural Environment Study	• Engineer's Estimate
• Topographic Base Mapping	• Administrative Draft Caltrans Water Quality Assessment	• Draft Special Provisions
• Bridge Advance Planning Study & Design Memo	• Final Draft Caltrans Water Quality Assessment	• Final Plans
• Bridge Location Hydraulic Study Memo	• Wetlands Protection Strategy	• Final Specifications
• Bridge Design Hydraulic Study Report	• Maps Developed from Site Visit/Survey	• Final Engineer's Estimate
• Copies of Permit Applications	• Administrative Draft CEQA Initial Study/Mitigated Negative Declaration	• RE Pending File
• Preliminary Foundation Report	• Final Draft CEQA Initial Study/MND	**BIDDING & CONSTRUCTION SUPPORT**
• Right of Way Requirements Map	• Record findings in Caltrans Visual Assessment Memorandum format.	• Preconstruction Meeting Notes
• Preliminary ROW & Easements Map	• Site survey map	• RFI responses
• Final ROW, Easement & Appraisal Maps	• Admin. Draft of Biological Assessment	• Shop drawings & submittal reviews
• Type Selection Meeting Notes	• Final Draft of Biological Assessment	• CCO reviews
• Draft & Final Type Selection Report	• Administrative Draft of Noise Study	• Record drawings
• Utilities Meetings Notes	• Final Draft of Noise Study	**CONSTRUCTION MANAGEMENT**
• Copies of Utility Company Correspondence (A, B & C letters)	• Administrative Draft of Traffic Study	• Preconstruction Services • Construction Services
• Design Criteria Memo	• Final Draft of Traffic Study	• Post-Construction Services
• 30% Bridge & Roadway Design Package with GP Level Estimate	• Environmental Commitments Record	• Public Relations • Traffic Management Coord.
• Design Exceptions Package	• HMMP	• Env. Monitoring & Compliance
• Railroad and PUC Coordination	• Permit Applications	• Quality Assurance & Materials Testing • SWPPP Construction Activities

E.3. COST CONTROL AND BUDGETING METHODOLOGY

Cost Control and Budgeting Approach

For cost tracking and budget control, we use **Vision accounting software by Deltek**. Additionally, Project Managers have access to all project financial data within Vision and our other financial platforms at their fingertips through a Project Manager Dashboard using **Microsoft Power BI (Business Intelligence).** This software tracks all costs related to a project from time sheets to invoices. This complete integrated system ensures that your project accounting, tracking, billing, and scheduling are accurate and timely.

TRC successfully manages budgets on our projects, as our references in our project descriptions in Sections C and D.3 can attest.

Schedule Management

TRC utilizes **Microsoft Project** software to produce project schedules and status reports for each of our projects. This includes subconsultants' tasks and City reviews. These schedules will be updated at set intervals for reporting to the client and team. These schedules also identify the critical path to successful project completion, and thus allowing management to focus on these tasks. For construction projects, Primavera P6 or other City-preferred software may be used in lieu of MS Project.

TRC successfully manages schedules on our projects, as our references in our project descriptions in Section C can attest.

Project Administration

TRC's management plan is based on methods of administration that we have successfully used on similar projects. Administration includes development of an electronic filing system. Critical files will be scanned to our network which is backed up nightly. A **SharePoint** site can be set up to allow the City to review or obtain documents easily. This electronic system allows all team members to have access to documents they need but maintains the security and integrity of those documents.

F.

CONFLICT OF INTEREST STATEMENT

F. CONFLICT OF INTEREST STATEMENT

TRC does not have any financial, business or other relationship with the City that may have an impact upon the outcome of this consultant services agreement.

TRC does not have any current clients who may have a financial interest in the outcome of this consultant services agreement.

G.

LITIGATION

G. LITIGATION

TRC Engineers, Inc (TRC) does not have any prior or pending litigation by or against City of Hanford. However, TRC is generally subject to lawsuits arising out of its services typical of those filed against engineering and environmental consulting companies. In the opinion of TRC's counsel, the company has meritorious defenses and is adequately insured for any such pending claims or litigation, and they will not impair TRC's performance of the work requested by this RFP under a contract with the City of Hanford nor will it materially impact TRC's overall business or financial capability.

H.

CONTRACT AGREEMENT

H. CONTRACT AGREEMENT

TRC has reviewed the City's proposed contract agreement and while TRC agrees with most of the terms and conditions, if TRC is a successful proposer, we respectfully request the opportunity to discuss with the City of Hanford the addition of clarifying language and / or slight modifications that are included herein.

TRC Engineers, Inc (TRC) confirms that the Statement of Qualifications (SOQ) terms shall remain in effect for ninety (90) days following the date SOQ submittals are due, September 12, 2024.

ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

(NAME OF CONSULTANT)

Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be (NAME)

The name of the "LOCAL AGENCY" is as follows:

City of Hanford

The Contract Administrator for LOCAL AGENCY will be (NAME)

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment A) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent allowable by law, to indemnify, protect, defend, and hold harmless the City and its officers, officials, ~~agents~~, and employees ~~and volunteers~~ from and against any and all claims, damages, demands, liability, costs, losses and expenses, ~~direct or indirect~~, including without limitation, any and all reasonable attorneys' and expert witness fees, and any other expenses which the City or its officials, officers, employees, ~~agents or volunteers~~ may sustain or incur as a consequence of ~~or are in any way related to~~ Consultants or its owners, directors, officers, managers, employees, agents or subconsultants arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident under the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the ~~sole~~ negligence, or willful misconduct of the City or its officials, officers, employees, ~~agents and volunteers~~, as determined by a Court of competent jurisdiction. Notwithstanding anything to the contrary in this Agreement, Company and Contractor waive any and all claims against each other for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the

Page 3 of 31
June 2024

results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY which such approval shall not be unreasonably withheld. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

~~J.~~K. CONSULTANT shall perform its Services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project and in a manner consistent with the degree of professional skill and care and diligence normally exercised by similar professionals on projects of similar scope, nature and complexity in line with industry standards and practice and in accordance with generally accepted engineering, environmental, and/or construction practices in effect at the time the Services are rendered ("Standard of Care").

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

[*Insert Appropriate Statement of work including a Description of the Deliverables in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."*]

A. CONSULTANT Services
[*Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included.*

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be $(Amount) per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.

C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the termination is for breach, CONSULTANT shall have seven (7) calendar days from receipt of the termination notice to commence to cure such breach, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from LOCAL AGENCY. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated for the work rendered to the date of termination or suspension, including demobilization costs, costs incurred with respect to noncancellable commitments, and reasonable services provided to effectuate a professional and timely project termination or suspension as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation. Notwithstanding anything to the contrary in this AGREEMENT or the broadness of LOCAL AGENCY'S inspection and audit rights, it is understood and agreed that LOCAL AGENCY shall not be entitled to CONSULTANT'S proprietary information except as reasonably necessary for LOCAL AGENCY to be able to effectively audit CONSULTANT'S performance and/or charges hereunder.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT except if such dispute is due to non-payment of invoices.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies, to the best of its knowledge, information, and belief, that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

[*Include this article in all AGREEMENTs where federal funding will exceed $150,000. If less than $150,000 in federal funds will be expended on the AGREEMENT, delete this article and re-number the subsequent articles.*]

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this 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 AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator which such approval shall not be unreasonably withheld.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, except if such dispute is due to non-payment of invoices, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, upon payment therefor, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

Financial Management and Accounting System

For cost tracking and budget control, we use **Vision accounting software by Deltek**. Additionally, Project Managers have access to all project financial data within Vision and our other financial platforms at their fingertips through a Project Manager Dashboard using **Microsoft Power BI (Business Intelligence).** This software tracks all costs related to a project from time sheets to invoices. This complete integrated system ensures that your project accounting, tracking, billing, and scheduling are accurate and timely.

TRC successfully manages budgets on our projects, as our references in our project descriptions in Sections C and D.3 can attest.

I.

FEDERAL AID PROVISIONS

I. FEDERAL AID PROVISIONS

TRC Forms

PROPOSERS CHECKLIST

SUBMIT THIS PROPOSER'S CHECKLIST WITH YOUR PROPOSAL DOCUMENTS.
Proposers shall complete and submit all documents marked with an "X" in the "REQUIRED" column for bids to be considered responsive.

REQUIRED

- ☒ Certificate of Bidders Experience and Qualifications
- ☒ Exhibit 10-Q: Disclosure of Lobbying Activities
- ☒ Exhibit 10-A: A&E Consultant Financial Document Review Request
- ☒ Exhibit 10-A Checklist – Caltrans A&I Financial Document Review Requirements for A&E
- ☒ Exhibit 10H: Cost Proposal. Key personnel must be named and entered on form with hourly rates. Rates are based on the Consultants Exhibit 10-K Indirect Costs Rate or the approved Safe Harbor Rate (110%).
- ☒ Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System. Indirect Costs Rate (ICR) OR Approved Safe Harbor Rate
- ☒ Exhibit 10-O2: Consultant Contract DBE Commitment
- ☒ AASHTO Internal Control Questionnaire (completed by Primary Consultant only, not required for subconsultants doing less than $150,000 of work). If the Consultant is seeking an ICR different from the Safe Harbor Rate, the AASHTO ICQ must be submitted with the Proposal.
- ☒ Provide a written Prevailing Wage Policy for your company that is used when working on prevailing wage jobs.
- ☒ Exhibit 10-U: Consultant in Management Position Conflict of Interest Statement.
- ☐ Statement of disclosure of eligibility to perform Private Development Plan review on behalf of the City of Hanford NOT SUBMITTING THIS ONE.
- ☒ Fee Schedule
- ☒ All issued Addenda
- ☒ Ownership Disclosure Form
- ☒ California Levine Act Statement
- ☒ Non-Collusion Affidavit (included in Federal/State requirements clauses)
- ☒ Workers' Compensation Insurance Certificate (included in Federal/State requirements clauses)
- ☒ Equal Employment Opportunity Compliance Certificate (included in Federal/State requirements clauses)
- ☒ Americans with Disabilities Act Compliance Certificate (included in Federal/State requirements clauses)
- ☒ Drug Free Workplace Certificate (included in Federal/State requirements clauses)
- ☒ Iran Contracting Act Certificate (included in Federal/State requirements clauses)
- ☒ Federal and State Requirements Acknowledgement

Attachments:

A. LAPM Exhibit Forms
B. 10R: A&E Boilerplate Agreement Language (For Local Assistance Federal-Aid Projects)
C. Upcoming Projects
D. Exhibit 17-F1 Sample (to be completed by the winning proposers- does not need to be submitted with proposal)

SUBMITTED BY:

Name of Company TRC Engineers, Inc.
Contact Name Mark A. Imbriani
Address 10680 White Rock Road, Suite 100
City Rancho Cordova State CA Zip 95670
Phone No. (916) 366-0632 Fax No. N/A
Consultants D.I.R. Number 1000019493

CERTIFICATION OF BIDDER'S
EXPERIENCE AND QUALIFICATIONS

The undersigned bidder certifies that they are, at the time of award, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

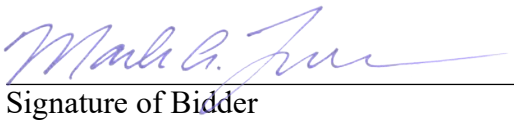
The bidder represents that he is competent, knowledgeable and has special skills in the nature, extent, and inherent conditions of the work to be performed. Bidder expressly acknowledges that they are aware of and have the skill and experience to foresee and to adopt protective measures to perform the work adequately and safely.

The bidder and its employee or agent signing this Certification declares under penalty of perjury that the foregoing statements and representations are true and correct and will remain true and correct throughout the period of the contract.

Signed this 12 day of September 20 24.

Mark A. Imbriani
Name of Bidder

PE #36634 / CA
License No. & State


Signature of Bidder

Vice President / Project Manager
Title of Signatory

TRC has No Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:

- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

TRC Will Submit on Notice of Selection rather than with the initial SOQ submission.

EXHIBIT 10-A

A&E CONSULTANT FINANCIAL DOCUMENT REVIEW REQUEST

Caltrans Division of Local Assistance

(Completed by Local Agencies, One per Contract)

(For New Proposed A&E Consultant Local Agency Contracts of $150,000 or Greater)

(For Amendments, use only when there are additional subconsultants or changes in ICR)

EMAIL TO:

California State Department of Transportation
Independent Office of Audits and Investigations
conformance.review@dot.ca.gov
Attention: Audit Manager, External Contracts-Local Agencies

Date: _____
Federal Project Number: _____

The following applicable documents are attached for proposed A&E Consultant Contract No._____at a proposed Contract or Amended amount of $_____, with_____.
(Prime Consultant's full legal name)

The Project Description is **(Identify if an Amendment or a New Contract)**: _____
_____

Participation Amounts for Prime and all Sub-consultants on this contract are:

Consultant's Name	Participation Amount	Category 1, 2, 3, 4, 5 or N/A (see below)	Caltrans ICR Acceptance ID # (if available)

Note: Add pages if necessary. N/A applies to Consultants with participation amount less than $150,000

I verify that we have received from the prime & sub-consultants on this contract and are forwarding to A&I, the financial documents that meet A&I's minimum requirements for contracts ≥ $150,000* (as listed below) as well as the financial documents required under each Consultant's Category Requirements as specified in the Exhibit 10-A Checklist:

Minimum Requirements

1) A&E Consultant Financial Document Review Request Letter (Exhibit 10-A) - Completed for each contract, by Local Agency
2) Cost Proposals (Examples at Exhibit 10-H1 through 10-H4) – Completed by Consultants
3) Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K) - Completed by each Consultant (Except for firms requesting the Safe Harbor Rate)
4) Points of contact for Local Agency and Prime Consultant

Name _____ Signature _____

Title _____

Name of Local Agency and Department_____
Address _____

***Consultants with multi-year Contracts that begin at $150,000 or more, with Indirect Cost Rates (ICR) that change every year are required to follow the same minimum and category requirements for each fiscal year ICR proposed.**

TRC Will Submit on Notice of Selection rather than with the initial SOQ submission.

CALTRANS A&I FINANCIAL DOCUMENT REVIEW REQUIREMENTS FOR ARCHITECTURAL AND ENGINEERING (A&E) CONSULTANTS ON LOCAL GOVERNMENT AGENCY CONTRACTS

All Prime & Sub-consultants must submit the following minimum requirements for contracts ≥ $150,000:

1) A&E Consultant Financial Document Review Request Letter (Exhibit 10-A) - Completed by Local Agency for each contract *(1)*
2) Cost Proposals *(Examples at Exhibit 10-H1 through 10-H4) - Completed by Consultants*
3) Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K) - *Completed by each Consultant (except for firms requesting Safe Harbor Rate)*
4) Local Agency and Prime Consultant's Points of Contact

				If not Categories 1-3	
Type of Financial Documents and Information for ICR FYE proposed *	**CATEGORY 1: Firms with Cognizant Approval Letter for ICR FYE proposed**	**CATEGORY 2: Firms with Caltrans Acceptance ID Number for ICR FYE proposed ****	**CATEGORY 3: Firms Requesting Safe Harbor Rate (SHR)**	**CATEGORY 4: Contracts ≥ $150K to < $1M and participating amounts ≥ to $150K**	**CATEGORY 5: Contracts ≥ $1M and participating amounts ≥ $150K**
	For all Prime and Sub-consultants				
Cognizant Approval Letter for the FYE proposed *(issued by cognizant state, which is based on Location of Accounting Records as stated in AASHTO ICQ)*	✓				
Caltrans' ICR Acceptance ID #s for ICR FYE proposed **		✓			
FAR Compliant Indirect Cost Rate (ICR) Schedule including FAR References and Disclosure Notes (2) ✦ ***Prime Consultant*** *must have a CPA Audited ICR Report if contract is ≥* ***$1M****, regardless of Prime Consultant's participation amount.(2)*				✓	✓ ✦
Prior Year ICR Schedule					✓
AASHTO Internal Control Questionnaire (ICQ) Appendix B (3)				✓	✓
Post Closing Trial Balance (4)					✓
Vacation/Sick Policy					✓
Bonus Policy					✓
Executive Compensation Analysis (ECA) (4)					✓
Prevailing Wage (PW) Policy for PW contracts (5)	✓	✓	✓ ***	✓	✓
When applicable, additional documents may be requested:					
Supplemental reconciliation schedule (to tie the proposed ICR Schedule to Trial Balance) (4)					
Chart of Accounts					
Income Statement (4)					
Labor Summary Report (6)					
Related Party Rent Analysis (4)					
Vehicle, Equipment, and Other Direct Costs Schedules (4)					
Safe Harbor Rate Documents:					
Consultant Certification of Eligibility of Contract Costs and Financial Management System (Attachment 1R)			✓		
Additional Documents Required	2	2	2	3	8

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: TRC Engineers, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate 156.28 % and Field Office Rate (if applicable) 131.81 %

Facilities Capital Cost of Money 0.87 % (if applicable)

Fiscal period * 07/01/2022 - 06/30/2023

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $ 538,988,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 39.
- Years of consultant's experience with 48 CFR Part 31 is 55.
- Audit history of the consultant's current and prior years (if applicable)

☒ Cognizant ICR Audit ☐ Local Gov't ICR Audit ☐ Caltrans ICR Audit
☒ CPA ICR Audit ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Mark A. Imbriani Title**: Vice President

Signature: Date of Certification (mm/dd/yyyy): 09/12/2024

Email**: mimbriani@TRCcompanies.com Phone Number**: (916) 366-0632

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K*** *forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Hanford 2. Contract DBE Goal: TBD
3. Project Description: On-Call Architectural and Engineering Consultant Services
4. Project Location: Hanford, CA
5. Consultant's Name: TRC Engineers, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: TBD
8. Total Dollar Amount for **ALL** Subconsultants: TBD 9. Total Number of **ALL** Subconsultants: 4

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Environmental	36278	GPA Consulting, 840 Apollo St., #312, El Segundo, CA 90245 (310) 792-2690	TBD

Local Agency to Complete this Section

20. Local Agency Contract Number:
21. Federal-Aid Project Number:
22. Contract Execution Date:

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

23. Local Agency Representative's Signature 24. Date
25. Local Agency Representative's Name 26. Phone
27. Local Agency Representative's Title

14. TOTAL CLAIMED DBE PARTICIPATION

$ TBD

TBD %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

15. Preparer's Signature 16. Date: 9/12/24
17. Preparer's Name 18. Phone: (916) 366-0632
19. Preparer's Title: Project Manager

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

TRC Will Submit on Notice of Selection rather than with the initial SOQ submission.

Internal Control Questionnaire (ICQ) for Consulting Engineers

Name of Engineering Consultant ("the Company"): _____

TIN (Taxpayer Identification Number): _____

Headquarters Address: _____

Company Website: _____

Fiscal Year End: _____

This ICQ was prepared for (DOT/agency name): _____

Time Period Covered: _____

Location of Accounting Records: _____

- Please include the following items as **attachments** to this ICQ:

- FAR Part 31 Overhead Audit Report for most recent fiscal year, including audited Statement of Direct Labor, Fringe Benefits, and General Overhead (hereinafter "Indirect Cost Rate Schedule") and related reconciliation to the financial statements.
- Cognizant audit report or cognizant letter of concurrence from the cognizant Government agency. *Check here if not applicable*: ☐
- Post-closing trial balance and financial statements (balance sheet, income statement, and statement of cash flows) for the most recent fiscal year. (Note: If the indirect cost rate schedule does not directly tie to the trial balance, then please provide a supplemental reconciliation schedule.)
- Current chart of accounts that ties to financial statements and indirect cost rate schedule.
- Independent Auditor's Report on financial statements and accompanying management letter. *Check here if not applicable*: ☐
- Sample timesheet.
- The Company's policies for vacation and sick leave.
- The Company's bonus policy.
- Other written policies, as requested throughout this ICQ.

Note: Throughout this ICQ, all references to "AASHTO Guide" pertain to the 2015 Edition of the *AASHTO Uniform Audit & Accounting Guide*.

- Please identify the Company's primary contact for accounting questions:

Name: _____

Title: _____

Phone Number: _____

E-mail Address: _____

Mailing address (if different than headquarters address listed above): _____

A. Background Information

A.1. Year Established. When was the Company formed? _____

A.2. Business Form. What form of business entity is the Company?

☐ Sole Proprietorship ☐ Partnership ☐ C Corporation ☐ S Corporation

☐ Other _____

TRC
Results you can rely on

21 Griffin Road North
Windsor, CT 06095

860.298.9692 PHONE
860.298.6399 FAX

www.trcsolutions.com

Prevailing Wage Policy:

The Company performs work subject to prevailing wage, and employees are paid directly prevailing wage compensation, including deltas, according to the employee labor category and the wage determination issued by California Department of Industrial Relations.

The Company has elected to use the Direct Labor Cost method to account for prevailing wage delta cost to establish Fringe Benefit and General Overhead Rates as detailed in the following document included with the Cost Proposal.

> *Statement of Direct Labor, Fringe Benefits & General Overhead and Independent Auditor's Report for TRC Companies, Inc. dated June 30, 2023. Reference is made to Page 7 of this document, footnote (16), California Prevailing Wage Deltas.*

The Company uses the same accounting method as noted to establish both the Fringe Benefit and General Overhead Rates, and subsequently the method has been elected in accounting for related Delta Base and Delta Fringe.

To the best of my knowledge, under the penalty of perjury, the statements above are true and correct.

_____

Jill L. Jelley, Assistant Controller, TRC Companies, Inc.

Date: January 24, 2024

EXHIBIT 10-U CONSULTANT IN MANAGEMENT SUPPORT ROLE CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT[1]

TRC is not working in a Management Support Role so does not have a conflict. TRC will not review its own plans if we submit plans to the City and the review of plans will be unbiased.

PROJECT NAME (and FPN, if applicable)[2]: _____

APPLICABILITY: To be filled out by local agency consultants in management support role.

☐ I am an employee of a consultant under contract to the local agency that is responsible for the procuring and administering of one or more consultant contracts containing either Federal or State funds.

☐ I am in a management position with the local agency, my title is listed below and I have attached my duty statement and scope of work.

☐ I hereby certify as follows:

1. I recuse myself from all potential conflicts of interest.
2. I will not directly or indirectly participate in, manage, or oversee any consultant selection procurement process in which the consulting firm of which I am employed is competing as a consultant or subconsultant.
3. I will not directly or indirectly influence any employee, staff member, or other individual participating in any consultant selection procurement process in which the consulting firm of which I am employed is as a consultant or subconsultant.
4. I will not directly or indirectly participate in, manage, or oversee any local agency contract that is with the consulting firm of which I am employed, regardless of whether the involvement of my employer in the contract is as a consultant or subconsultant. Among other things, this includes my not being involved in approving changes in the schedule, scope, deliverables or invoices.
5. I understand that if I am involved in any local agency contract that is with the consulting firm of which I am employed, in violation of 1. or 2. above, that local agency contract will no longer be eligible for Federal or State reimbursement because of my involvement.

☐ I certify that I have read and understand my responsibilities per **23 CFR 172.7(b)(5)**

☐ I fully understand that it is unlawful for a person to utilize any organization name (i.e. local agency) or auxiliary organization information, which is not a matter of public record, for personal gain.

[1] Each consultant staff working in a management support role shall complete a separate form.
[2] For on-call contracts or contracts for multiple projects, indicate accordingly.

10680 White Rock Rd.
Suite 100
Rancho Cordova, CA 95670

T 916.366.0632
TRCcompanies.com

March 18, 2024

HOURLY RATE SCHEDULE
2024

LABOR RATES

Personnel Classification	Hourly Rate
Principal-In-Charge	$ 340.00
Senior Project Manager	$ 320.00
Project Manager	$ 280.00
Project Engineer	$ 210.00
Senior Engineer	$ 180.00
Engineer II	$ 150.00
Engineer I	$ 120.00
CADD Supervisor	$ 160.00
CADD Technician	$ 120.00
Data Processor/Operator	$ 85.00
Administrative Assistant	$ 85.00
Intern	$ 50.00

Rates are subject to change annually starting on January 1, 2025, with anticipated increases equivalent to the prevailing rate of inflation at such times.

Similarly titled staff will be billed at equivalent rates (e.g. Senior Scientist, Senior Geologist, Senior Environmental Planner, etc. will be billed at the hourly rate for a Senior Engineer)

DIRECT EXPENSE UNIT RATES

Mileage: Current IRS Mileage Rate
Per Diem: Current State of CA DPA Rates
Subconsultants: 5% markup

Other direct costs including travel, lodging, telephone, fax, reproduction, and postage will be billed at actual cost. Rental cars may be used, in which case such charges and fuel would be billed in lieu of mileage.

City of Hanford, CA

900 South 10th Ave, Hanford, CA 93230

Purchasing Department

ADDENDUM NO. 01

Issued:	**Thursday, August 22, 2024**
Project:	**On-Call A&E Consultant Services**
RFP No.:	**2025-02**
Proposals Due:	**Thursday, September 12, 2024 @ 2:00 p.m.**

Addendum No. 01 is being issued to provide answers to submitted questions. This addendum becomes part of the Contract Documents for the project mentioned above and must be signed and submitted with the Proposal.

QUESTIONS/RESPONSES

Q.1 Will the City Consider extending the submission deadline by two weeks?

Response: The City will maintain the September 12th submission deadline. The current on-call contracts are approaching their expiration date, and due to upcoming holidays, many of the council meetings where contracts could be awarded will not occur. As a result, the City is on a very tight timeline and cannot extend the submission deadline.

PROPOSER ACKNOWLEDGMENT OF ADDENDUM NO. 1
Purchasing Division

Proposer to sign and submit with proposal.

Firm: TRC Engineers, Inc. Date: 9/12/2024

By: _____
Signature

City of Hanford, CA

900 South 10th Ave, Hanford, CA 93230

Purchasing Department

ADDENDUM NO. 02

Issued:	**Thursday, August 27, 2024**
Project:	**On-Call A&E Consultant Services**
RFP No.:	**2025-02**
Proposals Due:	**Thursday, September 12, 2024 @ 2:00 p.m.**

Addendum No. 02 is being issued to provide answers to questions from the Proposer Conference. This addendum becomes part of the Contract Documents for the project mentioned above and must be signed and submitted with the Proposal.

QUESTIONS & RESPONSES:

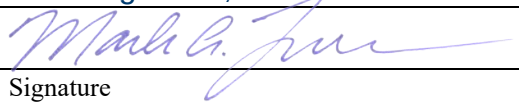
1) **Do consultants have to work on federal projects, or can they be selected to work only on local projects?**
    a. This is not a scoring criterion. Consultants may be selected to work solely on local projects depending on their areas of expertise. For example, the City may hire a consultant specifically for local airport projects. The City does need consultants who can work on Federal projects as well.
2) **Is the ASHTO process required, or is the Safe Harbor sufficient?**
    a. This is up to the consultant and can be completed after the selection process. It does not need to be included as part of the proposal.
3) **Should smaller companies team up with larger companies to provide more of the listed services?**
    a. This is not the intent of the RFQ. Smaller companies with specialized services may submit an SOQ for their specific services. The City will select consultants based on their qualifications and the services they can provide, not on the number of services they may be able to offer.
4) **Is the City interested in staff augmentation?**
    a. Yes, this is a service we would be interested in, particularly a PM or CM who could assist with federal projects. We are currently short-staffed, and these services would be valuable.
5) **Is there a desired radius for consultants to be within?**
    a. There is no local preference for this project. The City will not score or place emphasis on companies based on location.
6) **What is the purpose of the single engineer/architect?**
    a. This individual would serve as the main point of contact for the City. While other individuals may work on projects, this person would be the primary contact for services needed and project updates.
7) **How do we submit the fees separately from the proposal on Bid-Net?**
    a. Submit two envelopes: one for the proposal and one for the fee. Bid-Net should allow separate submissions.
8) **Can we password protect the fee proposal?**
    a. Yes, if Bid-Net allows it.

9) **Do we foresee needing building envelope (design of moisture protection) consultants?**
    a. There are no current projects lined up, but the City may have maintenance needs on future projects. This can certainly be included in the RFQ. The City would like to know about unique services or areas of expertise that can be provided.
10) **Surveying services – how do you anticipate handling prevailing wage throughout the project?**
    a. If Prevailing wages change throughout the contract, the City will pay at least the minimum prevailing wage.
        i. If the consultant's fee is less than the updated minimum wage, the fee rates may be adjusted to meet the minimum wage rates outside of the yearly fee increase (consultant fees may not be increased if they already exceed the updated wage rate).
        ii. A fee increase can be submitted each year for overall fees from the consultant.

PROPOSER ACKNOWLEDGMENT OF ADDENDUM NO. 02
Purchasing Division

Proposer to sign and submit with proposal.

Firm: TRC Engineers, Inc. Date: 9/12/2024

By: 
Signature

CITY OF HANFORD, CA
OWNERSHIP DISCLOSURE FOR CONTRACTORS AND CONSULTANTS

(Submit with Proposal)

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: TRC Engineers, Inc.

Firm Address: 6 Executive Circle, Ste. 200, Irvine, CA 92614

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:

TRC Companies, Inc. 21 Griffin Rd. N, Windsor, CT 06095 sole shareholder

Officers and Directors with more than 10% equity ownership - NONE

Submitted by:

Name 

Date 9/12/2024

CALIFORNIA LEVINE ACT STATEMENT

(Submit With Proposal)

California Government Code Section 84308, also known as the "Levine Act," can prohibit members of the Hanford City Council from participating in any action related to a "license, permit, or entitlement for use" if he or she receives any political contributions, which total more than $250 during the twelve (12) months prior to and for twelve (12) months following the date of a final decision on such "license, permit, or entitlement for use," from the person or company submitting a proposal or application to the City or any person who is not directly a party to the proposal or application but who actively supports or opposes a particular decision involving a "license, permit, or other entitlement" and who has a financial interest in the decision ("Participant").

Government Code Section 84308 defines "license, permit, or entitlement for use" as "all business, professional and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises."

The following website contains a list of current Hanford City Council Members, https://cityofhanfordca.com/1269/City-Council. You are responsible for reviewing the names of Hanford City Council Members prior to making the following disclosure:

1. Have you, your company, any agent on behalf of you or your company, or, to the best of your actual knowledge, a Participant made any political contributions of more than $250 to a Hanford City Council Member or a candidate running for Hanford City Council during the twelve (12) months preceding the date of the submission of your proposal or application or the anticipated date of any City Council action related to this proposal or application?

   YES:_____ NO:__X__

If YES, please identify the City Council Member(s) and/or candidates for Hanford City Council and date(s) of contribution in the space below:

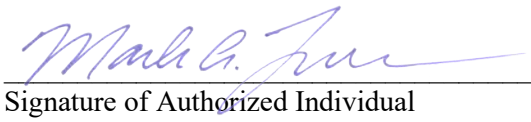
Council Member(s) or Candidate(s) Name	Date of Contribution(s):
_____	_____
_____	_____

I declare under the penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Answering YES to the question above does not preclude the City of Hanford from approving a "license, permit, or entitlement for use" for you or your firm or from taking any subsequent action. It does, however, preclude the identified Hanford City Council Member(s) from participating in any actions related to the approval process.

No party, or agent to a party, to a pending proceeding involving a "license, permit, or other entitlement for use" or Participant, or agent to a Participant, shall make a contribution of more than $250 to any City Council Member(s) or City Council candidate during the proceeding and for twelve (12) months following the date of a final decision is rendered by the City in the proceeding.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the final decision on a "license, permit, or other entitlement for use." If the above information regarding contributions changes during such twelve (12) month period, then the undersigned is required to update this disclosure form.



Signature of Authorized Individual

9/12/2024

Date

Mark A. Imbriani

Printed or Typed Name of Authorized Individual

TRC Engineers, Inc.

Print or Type Name of Company

FEDERAL AND STATE REQUIREMENTS

This project is supported, in whole or in part, by federal funds awarded to City of Hanford by the U.S. Department of the Treasury. Federal Funds being utilized will be specified as projects are announced.

All federal procurement requirements provided in Uniform Guidance 2 CFR Part 200 shall be in effect. In addition, the following terms and conditions apply to you, the contractor (including consultants/vendors), as a contractor of the City of Hanford.

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

1) The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g., subcontract or sub-agreement).

2) The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.

3) The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.

1. ACCESS TO RECORDS (42 CFR 420.302)

(A) The Contractor agrees to provide the City of Hanford, the U.S. Department of Treasury, the Comptroller General of the United States, HHS, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

2. AMERICANS WITH DISABILITES ACT COMPLIANCE (42 U.S.C. 12101 et seq)

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, Agreement, or Purchase Order. By commencing performance of the work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

3. BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (EXECUTIVE ORDER 11246)

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has [X] has not [ ] participated in a previous contract subject to the Equal Employment Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The BIDDER has [X] has not [ ] submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed sub-BIDDERS 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-1" prior to award of this contract, agreement, or purchase order.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

4. BONDING REQUIREMENTS (2 CFR 200.326)

The BIDDER acknowledges the requirement for construction or facility improvement contracts, agreements, or purchase orders or subcontracts exceeding the Simplified Acquisition Threshold. The City of Hanford accepts the bonding policy and requirements in compliance with Federal guidelines as set forth below:

(A) A **Bid Guarantee** from each bidder equivalent to 10% of the bid price. The Bid Guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the BIDDER will, upon acceptance of the BID, execute such contractual documents as may be required within the time specified.

(B) A **Performance Bond** on the part of the CONTRACTOR for 100% of the contract price. A Performance Bond is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(C) A **Payment Bond** on the part of the CONTRACTOR for 100% of the contract price. A Payment Bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

5. BUILD AMERICA, BUY AMERICA ACT (2 CFR 200.1 – IIJA; 49 U.S.C. 5323(J); 49 CFR 661)

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(A) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(B) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

6. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. § 1352, as amended)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7. CERTIFICATE OF NONSEGREGATED FACILITIES (FAR 52.222-23)

(A) "Segregated facilities", as used in this provision, means any waiting rooms, work areas, restrooms and washrooms, 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.

(B) 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, agreement, or purchase order.

(C) By submission of the bid, the Bidder further agrees that (except where it has obtained identical certification from proposed SUBCONTRACTORS for specific time periods) it will:

i. Obtain identical certification from proposed SUBCONTRACTORS before the award of subcontracts under which the SUBBIDDER will be subject to the Equal Opportunity clause;

ii. Retain such certifications in its files; and

iii. Forward this certification and the following notice to the proposed SUBCONTRACTORS:

NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED 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).

(D) By commencing performance of the contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

8. CERTIFICATION REGARDING COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS

The BIDDER hereby assures and certifies that it will comply with the federal requirements, regulations, policies, guidelines, and requirements with respect to the acceptance and use of Federal Funds for this federally assisted project.

9. CERIFICATION REGARDING LOBBYING (31 CFR Part 21)

The BIDDER certifies, to the best of their knowledge and belief, that:

(A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

(B) 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 the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(C) The undersigned shall require that the language of this certification be include in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors 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.

The BIDDER certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the BIDDER understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

10. CLEAN AIR ACT (42 U.S.C. 7401-7671) & FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387; 49 CFR 18.36) (applies to purchases of more than$150,000)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Hanford and understands and agrees that the City will report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327 through 333) (applies only to purchases over $100,000, when laborers or mechanics are used)

Where applicable, all contracts in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

12. COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145)

CONTRACTOR must comply with the Copeland ''Anti-Kickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, ''Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States''). Under the Copeland ''Anti-Kickback'' Act, the CONTRACTOR and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CITY must report all suspected or reported violations to the Federal awarding agency.

13. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)

Applies to purchases for construction services in excess of $2,000. The Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations. In accordance with the Davis-Bacon Act, the Contractor is required to pay wages to laborers and mechanics at a rate of not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the Contractor is required to pay wages not less than once per week. The City must provide Contractor

with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The Contractor's execution of the subject Agreement constitutes the Contractor's acceptance of the wage determination. The City must report all suspected or reported violations to the Federal Awarding Agency.

14. DOMESTIC PREFERENCE STATEMENT (2 CFR 200.322)

As appropriate and to the extent consistent with the law, the BIDDER should, to the greatest extent practicable under a Federal award, provide a preference to the purchase, acquisition, or use of goods, products, or materials produce in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts, agreements, and purchase orders for work or products under this award.

15. DEBARMENT AND SUSPENSION (2 CFR 180; 49 CFR 29, 18.35)

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Hanford. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, 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.

(E) (Executive Orders 12549 and 12689) — By execution of this Agreement, CONTRACTOR certifies to the CITY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ''Debarment and Suspension,'' and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

16. DRUG-FREE WORKPLACE CERTIFICATION (41 U.S.C. 8103)

The BIDDER certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The BIDDER will:

(A) 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).

(B) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees of all the following:
   i. The dangers of drug abuse in the workplace,
   ii. The person's or organization's policy of maintaining a drug-free workplace,
   iii. Any available counselling, rehabilitation, and employee assistance programs, and
   iv. Penalties that may be imposed upon employees for drug abuse violations.

(C) Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract, agreement, grant, or purchase order:
   i. Will receive a copy of the company's drug-free workplace policy statement, and
   ii. Will agree to abide by the terms of the company's statement as a condition of employment on the

contract, agreement, grant, or purchase order.

(D) At the elections of the BIDDER or CONTRACTOR, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the government agency will regard this certificate as valid for all contracts, agreements, grants, or purchase orders entered into between the BIDDER and this government agency without requiring the BIDDER to provide a new and individual certificate for each contract, agreement, or purchase order. If the BIDDER elects to fill in the blank date, then the terms and conditions of this certificate were separately, specifically, and individually provided for each contract, agreement, or purchase order between the BIDDER and this government agency.

17. EQUAL OPPORTUNITY (EXECUTIVE ORDER 11246)

Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3, then during the performance of this Agreement, the CONTRACTOR agrees as follows:

(A) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(B) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on be- half of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(C) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.

(D) The CONTRACTOR 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 advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(E) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(F) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor

for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(G) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be im- posed 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 as otherwise provided by law.

(H) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such pro- visions, including sanctions for noncompliance: *Provided,* however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the CITY, then the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

(I) The CITY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

18. SEAT BELT USE IN THE UNITED STATES (EXECUTIVE ORDER 13043 & 62 CFR 19217)

Contractors are encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

19. IRAN CONTRACTING ACT CERTIFICATION (PUBLIC CONTRACT CODE SECTION 2200 et seq.)

As required by California Public Contract Code Section 2204, the BIDDER/CONTRACTOR certifies, subject to penalty for perjury, that the option checked below relating to the BIDDER/CONTRACTOR'S status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq) is true and correct:

X (A) The BIDDER/CONTRACTOR is not:

i. 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

ii. 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) 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.

___ (B) The City has exempted the BIDDER/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, agreement, or purchase order.

___ (C) The amount of the contract, agreement, or purchase order payable to the BIDDER/CONTRACTOR for the project does not exceed $1,000,000 over the life of the contract, agreement, or purchase order (up to 5 years).

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, agreement, or purchase order amount, termination of the contract, agreement, or purchase order amount, and/or eligibility to bid on contracts for three years.

20. MINORITY AND WOMEN BUSINESS ENTERPRISES (EXEC ORDERS 11625, 12138, and 12432)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

(A) Including qualified women's business enterprises and small and minority businesses on solicitation lists.
(B) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources.
(C) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises.
(D) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority businesses.
(E) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
(F) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in (A) - (E) above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

21. NON-COLLUSION AFFIDAVIT (CALIFORNIA PUBLIC CONTRACT CODE SECTION 7106)

The BIDDER certifies, under the PENALTY OF PERJURY under the laws of the State of California that the below statement is true and correct:

That the BID is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the BID is genuine and not collusive or sham; that 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 of 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, agreement, or purchase order; 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.

22. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

23. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule.

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(C) Contractor agrees to comply with all other applicable requirements of Section 6002 - Solid Waste Disposal Act.

24. PROHIBITION ON CERTAIN TELECOMMUNICATIONS & VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Huawei and ZTE) (FAR 52.204-25)

Contractor is prohibited from obligating or expending loan or grant funds to:

(A) Procure or obtain.

(B) Extend or renew a contract to procure or obtain; or

(C) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) 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).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.

25. RECORDS RETENTION (2 CFR 200.334-337)

(A) Contractor must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final

expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or CITY. The only exceptions to the three-year limit are the following:

i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
ii. When the Contractor is notified in writing by the City or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.
iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
iv. When records are transferred to or maintained by the City or Federal awarding agency, the 3-year retention requirement is not applicable to the Contractor.

26. REDUCING TEXT MESSAGING WHILE DRIVING (EXECUTIVE ORDER 13513-13513 FR 51225)

Contractors are encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

27. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (37 CFR 401)

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

28. WORKERS' COMPENSATION INSURANCE CERTIFICATE (CALIF LABOR CODE SECT 3700)

The BIDDER acknowledges that they are aware of the provisions of Section 3700 of the California 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 will comply with such provisions before commencing the performance of the work under this contract, agreement, or purchase order.

29. CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS

Notice is hereby given that this is a Public Works Project and is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

In accordance with the provisions of Section 1770 to 1781 of the Labor Code, the City of Hanford has ascertained that the general prevailing rate of wages applicable to the work being done is as per State of California, County of Kings wage scale that are current and online with the State of California Division of Industrial Relations (DIR) at: https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html.

The Contractor to whom the contract is awarded shall pay not less than the specified wages to all workmen employed in the execution of the contract. Each Contractor awarded a contract must have an agent of the firm to sign documents required by the California Labor Code and to receive proper state forms for the reporting of certified payroll. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the Project under the Contract Documents shall be decided by the District's Labor Compliance Officer.

Nothing contained herein shall be deemed to supersede any applicable laws, orders or regulations issued by competent authority governing wages, hours of work of the employment of labor, nor to condone any violation of such laws, orders or regulations.

The Contractor shall post at appropriate conspicuous weatherproof points on the site of the Project a schedule showing the Prevailing Wage Determinations published by the Director of the California Department of Industrial Relations that are applicable to the Project.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the CALIFORNIA LABOR CODE at SECTION 1770, *et seq*., the City has obtained from the Director of the California Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for straight time, holiday time and overtime work in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract, a copy of which is available in the office of the City Engineer.

There shall be paid to each worker of the Contractor or any subcontractor, of any tier, engaged in the work not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, of any tier, and such worker. The Contractor and subcontractors will be required to pay all workers on a weekly basis and to submit the certified payrolls to the Labor Compliance Office weekly.

Contractors shall maintain payrolls and basic records (e.g., timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, etc.) during the course of the work and shall preserve them for a period of three (3) years for workers of all trades at the District's project sites. Such records shall contain the name, address, and social security number of each worker, his or her classification, the rate of pay (including the rates of contributions for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid.

The prime Contractor shall be responsible for ensuring that the labor standards provisions are followed by its subcontractors and shall be responsible for the Labor Code violations of its subcontractors. The City, through its Labor Compliance Officer or its designee, shall conduct periodic inspections/audits to determine whether the workers of all trades on project sites have been paid according to the prevailing wage rates.

The City, through its Labor Compliance Officer and its consultants, has the duty to enforce the Labor Code public works requirements (Chapter 1 of Part 7 of Divisions 2 and 3 of the CALIFORNIA LABOR CODE). It is the policy of the District to strictly enforce the public works prevailing wage requirements set for in the California Labor Code. To that end, Contractors and subcontractors that are found to be repeat violators of the Labor Code are subject to debarment from bidding on, or being awarded, any public works construction contract to the extent provided by law.

Within thirty days of approval, the City shall register the project with the Department of Industrial Relations of a Public Works Contract being awarded to the Contractor using the online electronic form PWC-100. The Contractor and all sub-contractors on the project shall provide their DIR registration numbers for verification of coverage and notification of the project. Contractors and subcontractors must submit certified payroll records to the Labor Commissioner using the DIR's electronic certified payroll reporting (eCPR) system.

ACKNOWLEDGMENT

The official named below acknowledges that they are duly authorized legally to bind the Bidder/Contractor to the certifications previously listed. They acknowledge that they are fully aware that this certification, executed on the date below, is made under penalty of perjury under State of California and Federal laws.

TRC Engineers, Inc.

BIDDER/CONTRACTOR FIRM NAME

BIDDER/CONTRACTOR FIRM MAILING ADDRESS:

6 Executive Circle, Suite 200, Irvine, CA 92614 (main); 10680 White Rock Road, Suite 100, Rancho Cordova, CA 95670 (local add.)

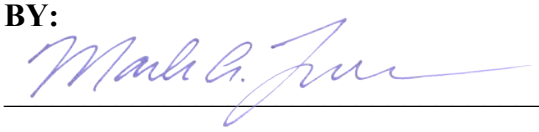
33-0648915

FEDERAL ID NUMBER:

(916) 366-0632 / mimbriani@TRCcompanies.com

TELEPHONE NUMBER & EMAIL ADDRESS

BY:



Mark A. Imbriani, Vice President

PRINTED NAME & TITLE

09/12/2024

DATE EXECUTED

GPA Forms

Calvada Forms

Peters Forms

FEDERAL AND STATE REQUIREMENTS

This project is supported, in whole or in part, by federal funds awarded to City of Hanford by the U.S. Department of the Treasury. Federal Funds being utilized will be specified as projects are announced.

All federal procurement requirements provided in Uniform Guidance 2 CFR Part 200 shall be in effect. In addition, the following terms and conditions apply to you, the contractor (including consultants/vendors), as a contractor of the City of Hanford.

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

1) The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g., subcontract or sub-agreement).

2) The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.

3) The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.

1. ACCESS TO RECORDS (42 CFR 420.302)

(A) The Contractor agrees to provide the City of Hanford, the U.S. Department of Treasury, the Comptroller General of the United States, HHS, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

2. AMERICANS WITH DISABILITES ACT COMPLIANCE (42 U.S.C. 12101 et seq)

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, Agreement, or Purchase Order. By commencing performance of the work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

3. BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (EXECUTIVE ORDER 11246)

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has ☐ has not ☐ participated in a previous contract subject to the Equal Employment Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The BIDDER has ☐ has not ☐ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed sub-BIDDERS 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-1" prior to award of this contract, agreement, or purchase order.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

4. BONDING REQUIREMENTS (2 CFR 200.326)

The BIDDER acknowledges the requirement for construction or facility improvement contracts, agreements, or purchase orders or subcontracts exceeding the Simplified Acquisition Threshold. The City of Hanford accepts the bonding policy and requirements in compliance with Federal guidelines as set forth below:

(A) A **Bid Guarantee** from each bidder equivalent to 10% of the bid price. The Bid Guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the BIDDER will, upon acceptance of the BID, execute such contractual documents as may be required within the time specified.

(B) A **Performance Bond** on the part of the CONTRACTOR for 100% of the contract price. A Performance Bond is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(C) A **Payment Bond** on the part of the CONTRACTOR for 100% of the contract price. A Payment Bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

5. BUILD AMERICA, BUY AMERICA ACT (2 CFR 200.1 – IIJA; 49 U.S.C. 5323(J); 49 CFR 661)

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(A) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(B) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

6. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. § 1352, as amended)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7. CERTIFICATE OF NONSEGREGATED FACILITIES (FAR 52.222-23)

(A) "Segregated facilities", as used in this provision, means any waiting rooms, work areas, restrooms and washrooms, 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.

(B) 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, agreement, or purchase order.

(C) By submission of the bid, the Bidder further agrees that (except where it has obtained identical certification from proposed SUBCONTRACTORS for specific time periods) it will:

i. Obtain identical certification from proposed SUBCONTRACTORS before the award of subcontracts under which the SUBBIDDER will be subject to the Equal Opportunity clause;

ii. Retain such certifications in its files; and

iii. Forward this certification and the following notice to the proposed SUBCONTRACTORS:

NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED 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).

(D) By commencing performance of the contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

8. CERTIFICATION REGARDING COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS

The BIDDER hereby assures and certifies that it will comply with the federal requirements, regulations, policies, guidelines, and requirements with respect to the acceptance and use of Federal Funds for this federally assisted project.

9. CERIFICATION REGARDING LOBBYING (31 CFR Part 21)

The BIDDER certifies, to the best of their knowledge and belief, that:

(A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

(B) 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 the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(C) The undersigned shall require that the language of this certification be include in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors 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.

The BIDDER certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the BIDDER understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

10. CLEAN AIR ACT (42 U.S.C. 7401-7671) & FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387; 49 CFR 18.36) (applies to purchases of more than$150,000)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Hanford and understands and agrees that the City will report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327 through 333) (applies only to purchases over $100,000, when laborers or mechanics are used)

Where applicable, all contracts in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

12. COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145)

CONTRACTOR must comply with the Copeland ''Anti-Kickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, ''Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States''). Under the Copeland ''Anti-Kickback'' Act, the CONTRACTOR and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CITY must report all suspected or reported violations to the Federal awarding agency.

13. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)

Applies to purchases for construction services in excess of $2,000. The Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations. In accordance with the Davis-Bacon Act, the Contractor is required to pay wages to laborers and mechanics at a rate of not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the Contractor is required to pay wages not less than once per week. The City must provide Contractor

with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The Contractor's execution of the subject Agreement constitutes the Contractor's acceptance of the wage determination. The City must report all suspected or reported violations to the Federal Awarding Agency.

14. DOMESTIC PREFERENCE STATEMENT (2 CFR 200.322)

As appropriate and to the extent consistent with the law, the BIDDER should, to the greatest extent practicable under a Federal award, provide a preference to the purchase, acquisition, or use of goods, products, or materials produce in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts, agreements, and purchase orders for work or products under this award.

15. DEBARMENT AND SUSPENSION (2 CFR 180; 49 CFR 29, 18.35)

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Hanford. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, 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.

(E) (Executive Orders 12549 and 12689) — By execution of this Agreement, CONTRACTOR certifies to the CITY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ''Debarment and Suspension,'' and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

16. DRUG-FREE WORKPLACE CERTIFICATION (41 U.S.C. 8103)

The BIDDER certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The BIDDER will:

(A) 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).

(B) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees of all the following:
   i. The dangers of drug abuse in the workplace,
   ii. The person's or organization's policy of maintaining a drug-free workplace,
   iii. Any available counselling, rehabilitation, and employee assistance programs, and
   iv. Penalties that may be imposed upon employees for drug abuse violations.

(C) Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract, agreement, grant, or purchase order:
   i. Will receive a copy of the company's drug-free workplace policy statement, and
   ii. Will agree to abide by the terms of the company's statement as a condition of employment on the

contract, agreement, grant, or purchase order.

(D) At the elections of the BIDDER or CONTRACTOR, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the government agency will regard this certificate as valid for all contracts, agreements, grants, or purchase orders entered into between the BIDDER and this government agency without requiring the BIDDER to provide a new and individual certificate for each contract, agreement, or purchase order. If the BIDDER elects to fill in the blank date, then the terms and conditions of this certificate were separately, specifically, and individually provided for each contract, agreement, or purchase order between the BIDDER and this government agency.

17. EQUAL OPPORTUNITY (EXECUTIVE ORDER 11246)

Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3, then during the performance of this Agreement, the CONTRACTOR agrees as follows:

(A) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(B) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on be- half of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(C) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.

(D) The CONTRACTOR 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 advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(E) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(F) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor

for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(G) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be im- posed 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 as otherwise provided by law.

(H) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such pro- visions, including sanctions for noncompliance: *Provided,* however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the CITY, then the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

(I) The CITY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

18. SEAT BELT USE IN THE UNITED STATES (EXECUTIVE ORDER 13043 & 62 CFR 19217)

Contractors are encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

19. IRAN CONTRACTING ACT CERTIFICATION (PUBLIC CONTRACT CODE SECTION 2200 et seq.)

As required by California Public Contract Code Section 2204, the BIDDER/CONTRACTOR certifies, subject to penalty for perjury, that the option checked below relating to the BIDDER/CONTRACTOR'S status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq) is true and correct:

___ (A) The BIDDER/CONTRACTOR is not:

i. 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

ii. 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) 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.

___ (B) The City has exempted the BIDDER/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, agreement, or purchase order.

___ (C) The amount of the contract, agreement, or purchase order payable to the BIDDER/CONTRACTOR for the project does not exceed $1,000,000 over the life of the contract, agreement, or purchase order (up to 5 years).

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, agreement, or purchase order amount, termination of the contract, agreement, or purchase order amount, and/or eligibility to bid on contracts for three years.

20. MINORITY AND WOMEN BUSINESS ENTERPRISES (EXEC ORDERS 11625, 12138, and 12432)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

(A) Including qualified women's business enterprises and small and minority businesses on solicitation lists.
(B) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources.
(C) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises.
(D) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority businesses.
(E) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
(F) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in (A) - (E) above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

21. NON-COLLUSION AFFIDAVIT (CALIFORNIA PUBLIC CONTRACT CODE SECTION 7106)

The BIDDER certifies, under the PENALTY OF PERJURY under the laws of the State of California that the below statement is true and correct:

That the BID is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the BID is genuine and not collusive or sham; that 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 of 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, agreement, or purchase order; 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.

22. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

23. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule.

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(C) Contractor agrees to comply with all other applicable requirements of Section 6002 - Solid Waste Disposal Act.

24. PROHIBITION ON CERTAIN TELECOMMUNICATIONS & VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Huawei and ZTE) (FAR 52.204-25)

Contractor is prohibited from obligating or expending loan or grant funds to:

(A) Procure or obtain.

(B) Extend or renew a contract to procure or obtain; or

(C) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) 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).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.

25. RECORDS RETENTION (2 CFR 200.334-337)

(A) Contractor must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final

expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or CITY. The only exceptions to the three-year limit are the following:

i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
ii. When the Contractor is notified in writing by the City or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.
iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
iv. When records are transferred to or maintained by the City or Federal awarding agency, the 3-year retention requirement is not applicable to the Contractor.

26. REDUCING TEXT MESSAGING WHILE DRIVING (EXECUTIVE ORDER 13513-13513 FR 51225)

Contractors are encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

27. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (37 CFR 401)

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

28. WORKERS' COMPENSATION INSURANCE CERTIFICATE (CALIF LABOR CODE SECT 3700)

The BIDDER acknowledges that they are aware of the provisions of Section 3700 of the California 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 will comply with such provisions before commencing the performance of the work under this contract, agreement, or purchase order.

29. CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS

Notice is hereby given that this is a Public Works Project and is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

In accordance with the provisions of Section 1770 to 1781 of the Labor Code, the City of Hanford has ascertained that the general prevailing rate of wages applicable to the work being done is as per State of California, County of Kings wage scale that are current and online with the State of California Division of Industrial Relations (DIR) at: https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html.

The Contractor to whom the contract is awarded shall pay not less than the specified wages to all workmen employed in the execution of the contract. Each Contractor awarded a contract must have an agent of the firm to sign documents required by the California Labor Code and to receive proper state forms for the reporting of certified payroll. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the Project under the Contract Documents shall be decided by the District's Labor Compliance Officer.

Nothing contained herein shall be deemed to supersede any applicable laws, orders or regulations issued by competent authority governing wages, hours of work of the employment of labor, nor to condone any violation of such laws, orders or regulations.

The Contractor shall post at appropriate conspicuous weatherproof points on the site of the Project a schedule showing the Prevailing Wage Determinations published by the Director of the California Department of Industrial Relations that are applicable to the Project.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the CALIFORNIA LABOR CODE at SECTION 1770, *et seq*., the City has obtained from the Director of the California Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for straight time, holiday time and overtime work in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract, a copy of which is available in the office of the City Engineer.

There shall be paid to each worker of the Contractor or any subcontractor, of any tier, engaged in the work not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, of any tier, and such worker. The Contractor and subcontractors will be required to pay all workers on a weekly basis and to submit the certified payrolls to the Labor Compliance Office weekly.

Contractors shall maintain payrolls and basic records (e.g., timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, etc.) during the course of the work and shall preserve them for a period of three (3) years for workers of all trades at the District's project sites. Such records shall contain the name, address, and social security number of each worker, his or her classification, the rate of pay (including the rates of contributions for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid.

The prime Contractor shall be responsible for ensuring that the labor standards provisions are followed by its subcontractors and shall be responsible for the Labor Code violations of its subcontractors. The City, through its Labor Compliance Officer or its designee, shall conduct periodic inspections/audits to determine whether the workers of all trades on project sites have been paid according to the prevailing wage rates.

The City, through its Labor Compliance Officer and its consultants, has the duty to enforce the Labor Code public works requirements (Chapter 1 of Part 7 of Divisions 2 and 3 of the CALIFORNIA LABOR CODE). It is the policy of the District to strictly enforce the public works prevailing wage requirements set for in the California Labor Code. To that end, Contractors and subcontractors that are found to be repeat violators of the Labor Code are subject to debarment from bidding on, or being awarded, any public works construction contract to the extent provided by law.

Within thirty days of approval, the City shall register the project with the Department of Industrial Relations of a Public Works Contract being awarded to the Contractor using the online electronic form PWC-100. The Contractor and all sub-contractors on the project shall provide their DIR registration numbers for verification of coverage and notification of the project. Contractors and subcontractors must submit certified payroll records to the Labor Commissioner using the DIR's electronic certified payroll reporting (eCPR) system.

ACKNOWLEDGMENT

The official named below acknowledges that they are duly authorized legally to bind the Bidder/Contractor to the certifications previously listed. They acknowledge that they are fully aware that this certification, executed on the date below, is made under penalty of perjury under State of California and Federal laws.

Peters Engineering Group

BIDDER/CONTRACTOR FIRM NAME

BIDDER/CONTRACTOR FIRM MAILING ADDRESS:

862 Pollasky Avenue, Clovis, CA 93612

FEDERAL ID NUMBER:

559-299-1544 dpeters@peters-engineering.com

TELEPHONE NUMBER & EMAIL ADDRESS

BY:



David Peters, President

PRINTED NAME & TITLE

9/10/2024

DATE EXECUTED

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:

- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

NO LOBBYING ACTIVITIES

EXHIBIT 10-A

A&E CONSULTANT FINANCIAL DOCUMENT REVIEW REQUEST

Caltrans Division of Local Assistance

(Completed by Local Agencies, One per Contract)

(For New Proposed A&E Consultant Local Agency Contracts of $150,000 or Greater)

(For Amendments, use only when there are additional subconsultants or changes in ICR)

Peters Engineering Group will submit on Notice of Selection rather than with the intial SOQ submission.

EMAIL TO:

California State Department of Transportation
Independent Office of Audits and Investigations
conformance.review@dot.ca.gov
Attention: Audit Manager, External Contracts-Local Agencies

Date: _____
Federal Project Number: _____

The following applicable documents are attached for proposed A&E Consultant Contract No._____at a proposed Contract or Amended amount of $_____, with_____.
(Prime Consultant's full legal name)

The Project Description is **(Identify if an Amendment or a New Contract)**: _____
_____

Participation Amounts for Prime and all Sub-consultants on this contract are:

Consultant's Name	Participation Amount	Category 1, 2, 3, 4, 5 or N/A (see below)	Caltrans ICR Acceptance ID # (if available)

Note: Add pages if necessary. N/A applies to Consultants with participation amount less than $150,000

I verify that we have received from the prime & sub-consultants on this contract and are forwarding to A&I, the financial documents that meet A&I's minimum requirements for contracts ≥ $150,000* (as listed below) as well as the financial documents required under each Consultant's Category Requirements as specified in the Exhibit 10-A Checklist:

Minimum Requirements

1) A&E Consultant Financial Document Review Request Letter (Exhibit 10-A) - Completed for each contract, by Local Agency
2) Cost Proposals (Examples at Exhibit 10-H1 through 10-H4) – Completed by Consultants
3) Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K) - Completed by each Consultant (Except for firms requesting the Safe Harbor Rate)
4) Points of contact for Local Agency and Prime Consultant

Name _____ Signature _____

Title _____

Name of Local Agency and Department_____
Address _____

***Consultants with multi-year Contracts that begin at $150,000 or more, with Indirect Cost Rates (ICR) that change every year are required to follow the same minimum and category requirements for each fiscal year ICR proposed.**

Peters Engineering Group will submit on Notice of Selection rather than with the intial SOQ submission.

CALTRANS A&I FINANCIAL DOCUMENT REVIEW REQUIREMENTS FOR ARCHITECTURAL AND ENGINEERING (A&E) CONSULTANTS ON LOCAL GOVERNMENT AGENCY CONTRACTS

All Prime & Sub-consultants must submit the following minimum requirements for contracts ≥ $150,000:

1) A&E Consultant Financial Document Review Request Letter (Exhibit 10-A) - Completed by Local Agency for each contract *(1)*
2) Cost Proposals *(Examples at Exhibit 10-H1 through 10-H4) - Completed by Consultants*
3) Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K) - *Completed by each Consultant (except for firms requesting Safe Harbor Rate)*
4) Local Agency and Prime Consultant's Points of Contact

				If not Categories 1-3	
Type of Financial Documents and Information for ICR FYE proposed *	**CATEGORY 1: Firms with Cognizant Approval Letter for ICR FYE proposed**	**CATEGORY 2: Firms with Caltrans Acceptance ID Number for ICR FYE proposed ****	**CATEGORY 3: Firms Requesting Safe Harbor Rate (SHR)**	**CATEGORY 4: Contracts ≥ $150K to < $1M and participating amounts ≥ to $150K**	**CATEGORY 5: Contracts ≥ $1M and participating amounts ≥ $150K**
	For all Prime and Sub-consultants				
Cognizant Approval Letter for the FYE proposed *(issued by cognizant state, which is based on Location of Accounting Records as stated in AASHTO ICQ)*	✓				
Caltrans' ICR Acceptance ID #s for ICR FYE proposed **		✓			
FAR Compliant Indirect Cost Rate (ICR) Schedule including FAR References and Disclosure Notes (2) ✦ ***Prime Consultant*** *must have a CPA Audited ICR Report if contract is ≥* ***$1M****, regardless of Prime Consultant's participation amount.(2)*				✓	✓ ✦
Prior Year ICR Schedule					✓
AASHTO Internal Control Questionnaire (ICQ) Appendix B (3)				✓	✓
Post Closing Trial Balance (4)					✓
Vacation/Sick Policy					✓
Bonus Policy					✓
Executive Compensation Analysis (ECA) (4)					✓
Prevailing Wage (PW) Policy for PW contracts (5)	✓	✓	✓ ***	✓	✓
When applicable, additional documents may be requested:					
Supplemental reconciliation schedule (to tie the proposed ICR Schedule to Trial Balance) (4)					
Chart of Accounts					
Income Statement (4)					
Labor Summary Report (6)					
Related Party Rent Analysis (4)					
Vehicle, Equipment, and Other Direct Costs Schedules (4)					
Safe Harbor Rate Documents:					
Consultant Certification of Eligibility of Contract Costs and Financial Management System (Attachment 1R)			✓		
Additional Documents Required	2	2	2	3	8

Internal Control Questionnaire (ICQ) for Consulting Engineers

Peters Engineering Group will submit on Notice of Selection rather than with the intial submission of SOQ.

Name of Engineering Consultant ("the Company"): _____

TIN (Taxpayer Identification Number): _____

Headquarters Address: _____

Company Website: _____

Fiscal Year End: _____

This ICQ was prepared for (DOT/agency name): _____

Time Period Covered: _____

Location of Accounting Records: _____

- Please include the following items as **attachments** to this ICQ:

- FAR Part 31 Overhead Audit Report for most recent fiscal year, including audited Statement of Direct Labor, Fringe Benefits, and General Overhead (hereinafter "Indirect Cost Rate Schedule") and related reconciliation to the financial statements.
- Cognizant audit report or cognizant letter of concurrence from the cognizant Government agency. *Check here if not applicable*: ☐
- Post-closing trial balance and financial statements (balance sheet, income statement, and statement of cash flows) for the most recent fiscal year. (Note: If the indirect cost rate schedule does not directly tie to the trial balance, then please provide a supplemental reconciliation schedule.)
- Current chart of accounts that ties to financial statements and indirect cost rate schedule.
- Independent Auditor's Report on financial statements and accompanying management letter. *Check here if not applicable*: ☐
- Sample timesheet.
- The Company's policies for vacation and sick leave.
- The Company's bonus policy.
- Other written policies, as requested throughout this ICQ.

Note: Throughout this ICQ, all references to "AASHTO Guide" pertain to the 2015 Edition of the *AASHTO Uniform Audit & Accounting Guide*.

- Please identify the Company's primary contact for accounting questions:

Name: _____

Title: _____

Phone Number: _____

E-mail Address: _____

Mailing address (if different than headquarters address listed above): _____

A. Background Information

A.1. Year Established. When was the Company formed? _____

A.2. Business Form. What form of business entity is the Company?

☐ Sole Proprietorship ☐ Partnership ☐ C Corporation ☐ S Corporation

☐ Other _____

Section 1.9 Life Threatening Illnesses in the Workplace

Employees with life-threatening illness, such as cancer, heart disease or AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. Peters Engineering Group supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, Peters Engineering Group will make reasonable accommodations in accordance with all legal requirements to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Your medical information is treated confidentially. Peters Engineering Group will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

Section 1.10 Employment of Relatives

Your relatives will not be eligible for employment with Peters Engineering Group where potential problems of supervision, safety, security or morale, or potential conflicts of interest, exist. Relatives include an employee's parent, child, spouse, sibling, in-laws and step relationships.

If you and another employee marry or become related, and the potential problems noted above exist, only one of the two of you will be permitted to stay with the Company unless reasonable accommodations can be made. You and the other involved employee must decide within 30 days of marriage who will remain with the Company. Absent any such decision, the Company will make the decision.

Section 1.11 Dating in the Workplace/Consensual Relationships

The Company has a policy prohibiting sexual harassment in the workplace. This policy applies to all employees of the Company, including supervisors, managers and executives. The Company realizes that social relationships may occur in the workplace and will not prohibit such relationships as long as each involved party mutually and voluntarily consent to the social relationship. In addition, the social relationship can not affect the performance of their duties or negatively impact the Company's business.

To ensure that social relationships do not violate the sexual harassment policy, employees who enter into such relationships must comply with the following guidelines. Each involved employee must notify their Supervisor of the relationship and review the Company's policy prohibiting harassment in the workplace. It is the responsibility of each party to ensure that they conduct themselves in a completely professional manner, will not engage in offensive work behavior, and that the social relationship will not adversely affect an employee's individual work performance.

However, the Company does prohibit such relationships in the event they involve a Supervisor and subordinate. Social relationships between a Supervisor and subordinate can be harmful not only to the people involved but also to the work group in general and therefore they are prohibited. If the company learns of such a relationship, it will either reassign one of the individuals or give them the opportunity to choose which employee will resign.

SECTION 2 – HOURS AND PAY

Section 2.1 Work Hours and Schedules – Non-Exempt Employees

The established workweek for non-exempt employees at Peters Engineering Group is Monday through Friday, inclusive. Eight (8) hours of work, exclusive of a one (1) hour unpaid meal period, to be worked in consecutive hours, constitutes the workday. The workday is a twenty-four (24) hour period. Our workday begins at 8 a.m. and ends at 5 p.m.

You will be paid for all hours worked. Pay for time worked will be computed from the time you register in for work until you are effectively released from duty and register out.

Make Up Time

You may request to make up work time that is or would be lost as a result of a personal obligation during the same workweek, provided such time can be scheduled with your Supervisor and does not cause you to work in excess of 11 (eleven) hours in any workday or in excess of 40 (forty) hours in the workweek. The request must be in writing, for each such occasion, and signed by you. Such make up time will be at your regular straight time hourly rate. The granting of such a request will be based on the Company's operational needs and work schedules, as well as your job performance.

Section 2.2 Premium Pay – Non-Exempt Employees

You must have **prior** approval before working any overtime. Peters Engineering Group will follow all state and federal laws governing payment of premium pay. In no event will overtime or premium pay be duplicated or pyramided (i.e., no payment of a premium rate for the same hours worked more than once). Hours paid, but not worked, will not be considered hours worked for the purposes of calculating overtime.

Section 2.3 Meal and Rest Periods – Non-Exempt Employees

You will be allowed a one (1) hour unpaid duty-free meal period.

You will not be allowed to work for a period of more than five (5) hours without taking a meal period, unless you are scheduled to work six (6) hours or less, and you and the Company mutually agree that the meal period may be waived.

When the nature of the work prevents you from being relieved of all duty during your meal period and when, by written agreement between the Company and you, an on-duty meal period is agreed to, you will be paid for your meal period.

You will not be allowed to work for a period of more than ten (10) hours without taking a second unpaid duty-free meal period of at least thirty (30) minutes, unless you are scheduled to work twelve (12) hours or less, and you and the Company mutually agree not to take a second meal period, provided the first period was not waived.

You will be allowed a ten (10) minute paid rest period as close as practicable to the mid-point of any continuous four (4) hour work period.

It is the express policy of the Company that you take these required meal and rest periods. If you believe you are unable to take a meal or rest period, you must speak with your Supervisor who will ensure that you get the required meal or rest period. Any failure to take a required meal or rest period, or to speak to your Supervisor concerning your inability to take your meal or rest period, will be considered a violation of Company policy.

Lactation

If you desire to express breast milk for your infant child during the workday, upon request, you will be granted a reasonable amount of rest period time, to run concurrently, if possible, with break time already provided. Rest period time for this purpose that exceeds rest period time already provided will be unpaid. If you desire such rest period time you should contact your supervisor who will assist in providing appropriate time(s) for this activity.

Section 2.4 Time Cards – Non-Exempt Employees

As an employee, you are required to accurately record your hours of work, and your holiday, sick and vacation time. You are to use ink when signing in and out.

Company policy requires that you take required meal and break periods. While any missed meal or break period will be paid, it will also be considered a violation of Company policy.

Time cards are legal documents. Never complete someone else's time card and never record false information on your time card. You will be terminated immediately if you do.

If you find a mistake or omission on your time card, take it to your Supervisor, who will explain the proper way to correct it. After this is done, both you and your Supervisor must initial the correction.

Section 2.5 Paydays and Pay Periods

You will be paid in full once every (2) calendar weeks on Fridays. The day of the week on which you are paid will not be changed without three (3) days advance notice. The pay period will be the previous two (2) weeks of Monday through Friday.

During weeks in which the regular payday falls on a holiday, all paychecks will be issued to you on the last regular workday preceding the holiday.

You should notify your Supervisor if you have a question regarding the calculations of your paycheck; any corrections will be noted and will appear on the following payroll.

If you wish to have someone else pick up your paycheck, you must give a written authorization to payroll each time.

Section 2.6 Required Deductions From Pay

Deductions that are required by state and federal law to be withheld from your gross wages are:

1. Federal Income Tax
2. Federal Social Security Tax (FICA)
3. California State Income Tax
4. California State Disability Insurance
5. Medicare
6. Court Ordered Garnishment or Wage Assignment
7. IRS or Franchise Tax Board Orders to Withhold

Section 2.7 Salary/Wage Advances

It is the policy of the Company not to grant any wage/salary advances.

SECTION 3 - BENEFITS

Section 3.1 Paid Time Off (PTO)

The Company understands the importance of balancing personal and career goals and maintaining personal health. Therefore, the Company provides paid time off (PTO) as a benefit to all eligible employees for illness, medical and dental appointments, personal time off, and vacations.

Eligibility

All full-time employees are eligible for PTO. Employees who are classified as full-time, and are scheduled to work

Peters Engineering Group is not working in a Management Support Role so does not have a conflict.

EXHIBIT 10-U CONSULTANT IN MANAGEMENT SUPPORT ROLE CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT[1]

RFP/RFQ PROCUREMENT NUMBERS (if applicable):_____

PROJECT NAME (and FPN, if applicable)[2]: _____

APPLICABILITY: To be filled out by local agency consultants in management support role.

☐ I am an employee of a consultant under contract to the local agency that is responsible for the procuring and administering of one or more consultant contracts containing either Federal or State funds.

☐ I am in a management position with the local agency, my title is listed below and I have attached my duty statement and scope of work.

☐ I hereby certify as follows:

1. I recuse myself from all potential conflicts of interest.
2. I will not directly or indirectly participate in, manage, or oversee any consultant selection procurement process in which the consulting firm of which I am employed is competing as a consultant or subconsultant.
3. I will not directly or indirectly influence any employee, staff member, or other individual participating in any consultant selection procurement process in which the consulting firm of which I am employed is as a consultant or subconsultant.
4. I will not directly or indirectly participate in, manage, or oversee any local agency contract that is with the consulting firm of which I am employed, regardless of whether the involvement of my employer in the contract is as a consultant or subconsultant. Among other things, this includes my not being involved in approving changes in the schedule, scope, deliverables or invoices.
5. I understand that if I am involved in any local agency contract that is with the consulting firm of which I am employed, in violation of 1. or 2. above, that local agency contract will no longer be eligible for Federal or State reimbursement because of my involvement.

☐ I certify that I have read and understand my responsibilities per **23 CFR 172.7(b)(5)**

☐ I fully understand that it is unlawful for a person to utilize any organization name (i.e. local agency) or auxiliary organization information, which is not a matter of public record, for personal gain.

[1] Each consultant staff working in a management support role shall complete a separate form.
[2] For on-call contracts or contracts for multiple projects, indicate accordingly.

Designlab 252

Forms

FEDERAL AND STATE REQUIREMENTS

This project is supported, in whole or in part, by federal funds awarded to City of Hanford by the U.S. Department of the Treasury. Federal Funds being utilized will be specified as projects are announced.

All federal procurement requirements provided in Uniform Guidance 2 CFR Part 200 shall be in effect. In addition, the following terms and conditions apply to you, the contractor (including consultants/vendors), as a contractor of the City of Hanford.

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

1) The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g., subcontract or sub-agreement).

2) The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.

3) The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.

1. ACCESS TO RECORDS (42 CFR 420.302)

(A) The Contractor agrees to provide the City of Hanford, the U.S. Department of Treasury, the Comptroller General of the United States, HHS, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

2. AMERICANS WITH DISABILITES ACT COMPLIANCE (42 U.S.C. 12101 et seq)

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, Agreement, or Purchase Order. By commencing performance of the work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

3. BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (EXECUTIVE ORDER 11246)

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has ☐ has not ☐ participated in a previous contract subject to the Equal Employment Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The BIDDER has ☐ has not ☐ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed sub-BIDDERS 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-1" prior to award of this contract, agreement, or purchase order.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

4. BONDING REQUIREMENTS (2 CFR 200.326)

The BIDDER acknowledges the requirement for construction or facility improvement contracts, agreements, or purchase orders or subcontracts exceeding the Simplified Acquisition Threshold. The City of Hanford accepts the bonding policy and requirements in compliance with Federal guidelines as set forth below:

(A) A **Bid Guarantee** from each bidder equivalent to 10% of the bid price. The Bid Guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the BIDDER will, upon acceptance of the BID, execute such contractual documents as may be required within the time specified.

(B) A **Performance Bond** on the part of the CONTRACTOR for 100% of the contract price. A Performance Bond is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(C) A **Payment Bond** on the part of the CONTRACTOR for 100% of the contract price. A Payment Bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

5. BUILD AMERICA, BUY AMERICA ACT (2 CFR 200.1 – IIJA; 49 U.S.C. 5323(J); 49 CFR 661)

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(A) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(B) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

6. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. § 1352, as amended)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7. CERTIFICATE OF NONSEGREGATED FACILITIES (FAR 52.222-23)

(A) "Segregated facilities", as used in this provision, means any waiting rooms, work areas, restrooms and washrooms, 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.

(B) 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, agreement, or purchase order.

(C) By submission of the bid, the Bidder further agrees that (except where it has obtained identical certification from proposed SUBCONTRACTORS for specific time periods) it will:

i. Obtain identical certification from proposed SUBCONTRACTORS before the award of subcontracts under which the SUBBIDDER will be subject to the Equal Opportunity clause;

ii. Retain such certifications in its files; and

iii. Forward this certification and the following notice to the proposed SUBCONTRACTORS:

NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED 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).

(D) By commencing performance of the contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

8. CERTIFICATION REGARDING COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS

The BIDDER hereby assures and certifies that it will comply with the federal requirements, regulations, policies, guidelines, and requirements with respect to the acceptance and use of Federal Funds for this federally assisted project.

9. CERIFICATION REGARDING LOBBYING (31 CFR Part 21)

The BIDDER certifies, to the best of their knowledge and belief, that:

(A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

(B) 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 the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(C) The undersigned shall require that the language of this certification be include in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors 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.

The BIDDER certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the BIDDER understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

10. CLEAN AIR ACT (42 U.S.C. 7401-7671) & FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387; 49 CFR 18.36) (applies to purchases of more than$150,000)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Hanford and understands and agrees that the City will report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327 through 333) (applies only to purchases over $100,000, when laborers or mechanics are used)

Where applicable, all contracts in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

12. COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145)

CONTRACTOR must comply with the Copeland ''Anti-Kickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, ''Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States''). Under the Copeland ''Anti-Kickback'' Act, the CONTRACTOR and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CITY must report all suspected or reported violations to the Federal awarding agency.

13. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)

Applies to purchases for construction services in excess of $2,000. The Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations. In accordance with the Davis-Bacon Act, the Contractor is required to pay wages to laborers and mechanics at a rate of not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the Contractor is required to pay wages not less than once per week. The City must provide Contractor

with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The Contractor's execution of the subject Agreement constitutes the Contractor's acceptance of the wage determination. The City must report all suspected or reported violations to the Federal Awarding Agency.

14. DOMESTIC PREFERENCE STATEMENT (2 CFR 200.322)

As appropriate and to the extent consistent with the law, the BIDDER should, to the greatest extent practicable under a Federal award, provide a preference to the purchase, acquisition, or use of goods, products, or materials produce in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts, agreements, and purchase orders for work or products under this award.

15. DEBARMENT AND SUSPENSION (2 CFR 180; 49 CFR 29, 18.35)

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Hanford. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, 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.

(E) (Executive Orders 12549 and 12689) — By execution of this Agreement, CONTRACTOR certifies to the CITY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ''Debarment and Suspension,'' and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

16. DRUG-FREE WORKPLACE CERTIFICATION (41 U.S.C. 8103)

The BIDDER certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The BIDDER will:

(A) 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).

(B) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees of all the following:
   i. The dangers of drug abuse in the workplace,
   ii. The person's or organization's policy of maintaining a drug-free workplace,
   iii. Any available counselling, rehabilitation, and employee assistance programs, and
   iv. Penalties that may be imposed upon employees for drug abuse violations.

(C) Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract, agreement, grant, or purchase order:
   i. Will receive a copy of the company's drug-free workplace policy statement, and
   ii. Will agree to abide by the terms of the company's statement as a condition of employment on the

contract, agreement, grant, or purchase order.

(D) At the elections of the BIDDER or CONTRACTOR, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the government agency will regard this certificate as valid for all contracts, agreements, grants, or purchase orders entered into between the BIDDER and this government agency without requiring the BIDDER to provide a new and individual certificate for each contract, agreement, or purchase order. If the BIDDER elects to fill in the blank date, then the terms and conditions of this certificate were separately, specifically, and individually provided for each contract, agreement, or purchase order between the BIDDER and this government agency.

17. EQUAL OPPORTUNITY (EXECUTIVE ORDER 11246)

Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3, then during the performance of this Agreement, the CONTRACTOR agrees as follows:

(A) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(B) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on be- half of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(C) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.

(D) The CONTRACTOR 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 advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(E) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(F) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor

for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(G) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be im- posed 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 as otherwise provided by law.

(H) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such pro- visions, including sanctions for noncompliance: *Provided,* however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the CITY, then the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

(I) The CITY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

18. SEAT BELT USE IN THE UNITED STATES (EXECUTIVE ORDER 13043 & 62 CFR 19217)

Contractors are encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

19. IRAN CONTRACTING ACT CERTIFICATION (PUBLIC CONTRACT CODE SECTION 2200 et seq.)

As required by California Public Contract Code Section 2204, the BIDDER/CONTRACTOR certifies, subject to penalty for perjury, that the option checked below relating to the BIDDER/CONTRACTOR'S status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq) is true and correct:

___ (A) The BIDDER/CONTRACTOR is not:

i. 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

ii. 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) 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.

___ (B) The City has exempted the BIDDER/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, agreement, or purchase order.

___ (C) The amount of the contract, agreement, or purchase order payable to the BIDDER/CONTRACTOR for the project does not exceed $1,000,000 over the life of the contract, agreement, or purchase order (up to 5 years).

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, agreement, or purchase order amount, termination of the contract, agreement, or purchase order amount, and/or eligibility to bid on contracts for three years.

20. MINORITY AND WOMEN BUSINESS ENTERPRISES (EXEC ORDERS 11625, 12138, and 12432)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

(A) Including qualified women's business enterprises and small and minority businesses on solicitation lists.
(B) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources.
(C) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises.
(D) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority businesses.
(E) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
(F) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in (A) - (E) above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

21. NON-COLLUSION AFFIDAVIT (CALIFORNIA PUBLIC CONTRACT CODE SECTION 7106)

The BIDDER certifies, under the PENALTY OF PERJURY under the laws of the State of California that the below statement is true and correct:

That the BID is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the BID is genuine and not collusive or sham; that 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 of 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, agreement, or purchase order; 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.

22. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

23. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule.

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(C) Contractor agrees to comply with all other applicable requirements of Section 6002 - Solid Waste Disposal Act.

24. PROHIBITION ON CERTAIN TELECOMMUNICATIONS & VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Huawei and ZTE) (FAR 52.204-25)

Contractor is prohibited from obligating or expending loan or grant funds to:

(A) Procure or obtain.

(B) Extend or renew a contract to procure or obtain; or

(C) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) 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).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.

25. RECORDS RETENTION (2 CFR 200.334-337)

(A) Contractor must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final

expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or CITY. The only exceptions to the three-year limit are the following:

i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
ii. When the Contractor is notified in writing by the City or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.
iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
iv. When records are transferred to or maintained by the City or Federal awarding agency, the 3-year retention requirement is not applicable to the Contractor.

26. REDUCING TEXT MESSAGING WHILE DRIVING (EXECUTIVE ORDER 13513-13513 FR 51225)

Contractors are encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

27. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (37 CFR 401)

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

28. WORKERS' COMPENSATION INSURANCE CERTIFICATE (CALIF LABOR CODE SECT 3700)

The BIDDER acknowledges that they are aware of the provisions of Section 3700 of the California 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 will comply with such provisions before commencing the performance of the work under this contract, agreement, or purchase order.

29. CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS

Notice is hereby given that this is a Public Works Project and is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

In accordance with the provisions of Section 1770 to 1781 of the Labor Code, the City of Hanford has ascertained that the general prevailing rate of wages applicable to the work being done is as per State of California, County of Kings wage scale that are current and online with the State of California Division of Industrial Relations (DIR) at: https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html.

The Contractor to whom the contract is awarded shall pay not less than the specified wages to all workmen employed in the execution of the contract. Each Contractor awarded a contract must have an agent of the firm to sign documents required by the California Labor Code and to receive proper state forms for the reporting of certified payroll. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the Project under the Contract Documents shall be decided by the District's Labor Compliance Officer.

Nothing contained herein shall be deemed to supersede any applicable laws, orders or regulations issued by competent authority governing wages, hours of work of the employment of labor, nor to condone any violation of such laws, orders or regulations.

The Contractor shall post at appropriate conspicuous weatherproof points on the site of the Project a schedule showing the Prevailing Wage Determinations published by the Director of the California Department of Industrial Relations that are applicable to the Project.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the CALIFORNIA LABOR CODE at SECTION 1770, *et seq*., the City has obtained from the Director of the California Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for straight time, holiday time and overtime work in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract, a copy of which is available in the office of the City Engineer.

There shall be paid to each worker of the Contractor or any subcontractor, of any tier, engaged in the work not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, of any tier, and such worker. The Contractor and subcontractors will be required to pay all workers on a weekly basis and to submit the certified payrolls to the Labor Compliance Office weekly.

Contractors shall maintain payrolls and basic records (e.g., timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, etc.) during the course of the work and shall preserve them for a period of three (3) years for workers of all trades at the District's project sites. Such records shall contain the name, address, and social security number of each worker, his or her classification, the rate of pay (including the rates of contributions for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid.

The prime Contractor shall be responsible for ensuring that the labor standards provisions are followed by its subcontractors and shall be responsible for the Labor Code violations of its subcontractors. The City, through its Labor Compliance Officer or its designee, shall conduct periodic inspections/audits to determine whether the workers of all trades on project sites have been paid according to the prevailing wage rates.

The City, through its Labor Compliance Officer and its consultants, has the duty to enforce the Labor Code public works requirements (Chapter 1 of Part 7 of Divisions 2 and 3 of the CALIFORNIA LABOR CODE). It is the policy of the District to strictly enforce the public works prevailing wage requirements set for in the California Labor Code. To that end, Contractors and subcontractors that are found to be repeat violators of the Labor Code are subject to debarment from bidding on, or being awarded, any public works construction contract to the extent provided by law.

Within thirty days of approval, the City shall register the project with the Department of Industrial Relations of a Public Works Contract being awarded to the Contractor using the online electronic form PWC-100. The Contractor and all sub-contractors on the project shall provide their DIR registration numbers for verification of coverage and notification of the project. Contractors and subcontractors must submit certified payroll records to the Labor Commissioner using the DIR's electronic certified payroll reporting (eCPR) system.

ACKNOWLEDGMENT

The official named below acknowledges that they are duly authorized legally to bind the Bidder/Contractor to the certifications previously listed. They acknowledge that they are fully aware that this certification, executed on the date below, is made under penalty of perjury under State of California and Federal laws.

DESIGNLAB 252

BIDDER/CONTRACTOR FIRM NAME

BIDDER/CONTRACTOR FIRM MAILING ADDRESS:

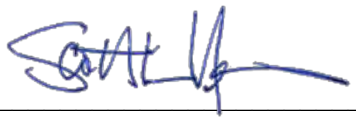
PO Box 27616 Fresno, CA 93729

26-1974700

FEDERAL ID NUMBER:

559-4723-9966 x101 | scott@designlab252.com

TELEPHONE NUMBER & EMAIL ADDRESS

BY: 

Scott Mears, President

PRINTED NAME & TITLE

09-09-202

DATE EXECUTED

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:

- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

NO LOBBYING ACTIVITIES

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

EXHIBIT 10-A

A&E CONSULTANT FINANCIAL DOCUMENT REVIEW REQUEST

Caltrans Division of Local Assistance

(Completed by Local Agencies, One per Contract)

(For New Proposed A&E Consultant Local Agency Contracts of $150,000 or Greater)

(For Amendments, use only when there are additional subconsultants or changes in ICR)

Designalab 252 will submit on Notice of Selection rather than with the initial SOQ submission

EMAIL TO:

California State Department of Transportation
Independent Office of Audits and Investigations
conformance.review@dot.ca.gov
Attention: Audit Manager, External Contracts-Local Agencies

Date: _____
Federal Project Number: _____

The following applicable documents are attached for proposed A&E Consultant Contract No._____at a proposed Contract or Amended amount of $_____, with_____.
(Prime Consultant's full legal name)

The Project Description is **(Identify if an Amendment or a New Contract)**: _____
_____

Participation Amounts for Prime and all Sub-consultants on this contract are:

Consultant's Name	Participation Amount	Category 1, 2, 3, 4, 5 or N/A (see below)	Caltrans ICR Acceptance ID # (if available)

Note: Add pages if necessary. N/A applies to Consultants with participation amount less than $150,000

I verify that we have received from the prime & sub-consultants on this contract and are forwarding to A&I, the financial documents that meet A&I's minimum requirements for contracts ≥ $150,000* (as listed below) as well as the financial documents required under each Consultant's Category Requirements as specified in the Exhibit 10-A Checklist:

Minimum Requirements

1) A&E Consultant Financial Document Review Request Letter (Exhibit 10-A) - Completed for each contract, by Local Agency
2) Cost Proposals (Examples at Exhibit 10-H1 through 10-H4) – Completed by Consultants
3) Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K) - Completed by each Consultant (Except for firms requesting the Safe Harbor Rate)
4) Points of contact for Local Agency and Prime Consultant

Name _____ Signature _____

Title _____

Name of Local Agency and Department_____
Address _____

***Consultants with multi-year Contracts that begin at $150,000 or more, with Indirect Cost Rates (ICR) that change every year are required to follow the same minimum and category requirements for each fiscal year ICR proposed.**

 Designlab 252 will submit on Notice of Selection rather than with Initial SOQ submission.

CALTRANS A&I FINANCIAL DOCUMENT REVIEW REQUIREMENTS FOR ARCHITECTURAL AND ENGINEERING (A&E) CONSULTANTS ON LOCAL GOVERNMENT AGENCY CONTRACTS

All Prime & Sub-consultants must submit the following minimum requirements for contracts ≥ $150,000:

1) A&E Consultant Financial Document Review Request Letter (Exhibit 10-A) - Completed by Local Agency for each contract *(1)*
2) Cost Proposals *(Examples at Exhibit 10-H1 through 10-H4) - Completed by Consultants*
3) Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K) - *Completed by each Consultant (except for firms requesting Safe Harbor Rate)*
4) Local Agency and Prime Consultant's Points of Contact

				If not Categories 1-3	
Type of Financial Documents and Information for ICR FYE proposed *	**CATEGORY 1: Firms with Cognizant Approval Letter for ICR FYE proposed**	**CATEGORY 2: Firms with Caltrans Acceptance ID Number for ICR FYE proposed ****	**CATEGORY 3: Firms Requesting Safe Harbor Rate (SHR)**	**CATEGORY 4: Contracts ≥ $150K to < $1M and participating amounts ≥ to $150K**	**CATEGORY 5: Contracts ≥ $1M and participating amounts ≥ $150K**
	For all Prime and Sub-consultants				
Cognizant Approval Letter for the FYE proposed *(issued by cognizant state, which is based on Location of Accounting Records as stated in AASHTO ICQ)*	✓				
Caltrans' ICR Acceptance ID #s for ICR FYE proposed **		✓			
FAR Compliant Indirect Cost Rate (ICR) Schedule including FAR References and Disclosure Notes (2) ✦ ***Prime Consultant*** *must have a CPA Audited ICR Report if contract is ≥* ***$1M****, regardless of Prime Consultant's participation amount.(2)*				✓	✓ ✦
Prior Year ICR Schedule					✓
AASHTO Internal Control Questionnaire (ICQ) Appendix B (3)				✓	✓
Post Closing Trial Balance (4)					✓
Vacation/Sick Policy					✓
Bonus Policy					✓
Executive Compensation Analysis (ECA) (4)					✓
Prevailing Wage (PW) Policy for PW contracts (5)	✓	✓	✓ ***	✓	✓
When applicable, additional documents may be requested:					
Supplemental reconciliation schedule (to tie the proposed ICR Schedule to Trial Balance) (4)					
Chart of Accounts					
Income Statement (4)					
Labor Summary Report (6)					
Related Party Rent Analysis (4)					
Vehicle, Equipment, and Other Direct Costs Schedules (4)					
Safe Harbor Rate Documents:					
Consultant Certification of Eligibility of Contract Costs and Financial Management System (Attachment 1R)			✓		
Additional Documents Required	2	2	2	3	8

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate_____% and Field Office Rate (if applicable)_____%

Facilities Capital Cost of Money_____% (if applicable)

Fiscal period *_____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $ 538,988,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 39.
- Years of consultant's experience with 48 CFR Part 31 is 55.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit ☐ Local Gov't ICR Audit ☐ Caltrans ICR Audit
☐ CPA ICR Audit ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**:_____ Title**: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email**: _____ Phone Number**: _____

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K*** *forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

Internal Control Questionnaire (ICQ) for Consulting Engineers

Designlab 252 will submit on Notice of Selection rather than with the initial SOQ submission

Name of Engineering Consultant ("the Company"): _____

TIN (Taxpayer Identification Number): _____

Headquarters Address: _____

Company Website: _____

Fiscal Year End: _____

This ICQ was prepared for (DOT/agency name): _____

Time Period Covered: _____

Location of Accounting Records: _____

- Please include the following items as **attachments** to this ICQ:

- FAR Part 31 Overhead Audit Report for most recent fiscal year, including audited Statement of Direct Labor, Fringe Benefits, and General Overhead (hereinafter "Indirect Cost Rate Schedule") and related reconciliation to the financial statements.
- Cognizant audit report or cognizant letter of concurrence from the cognizant Government agency. *Check here if not applicable*: ☐
- Post-closing trial balance and financial statements (balance sheet, income statement, and statement of cash flows) for the most recent fiscal year. (Note: If the indirect cost rate schedule does not directly tie to the trial balance, then please provide a supplemental reconciliation schedule.)
- Current chart of accounts that ties to financial statements and indirect cost rate schedule.
- Independent Auditor's Report on financial statements and accompanying management letter. *Check here if not applicable*: ☐
- Sample timesheet.
- The Company's policies for vacation and sick leave.
- The Company's bonus policy.
- Other written policies, as requested throughout this ICQ.

Note: Throughout this ICQ, all references to "AASHTO Guide" pertain to the 2015 Edition of the *AASHTO Uniform Audit & Accounting Guide*.

- Please identify the Company's primary contact for accounting questions:

Name: _____

Title: _____

Phone Number: _____

E-mail Address: _____

Mailing address (if different than headquarters address listed above): _____

A. Background Information

A.1. Year Established. When was the Company formed? _____

A.2. Business Form. What form of business entity is the Company?

☐ Sole Proprietorship ☐ Partnership ☐ C Corporation ☐ S Corporation

☐ Other _____

EXHIBIT 10-U CONSULTANT IN MANAGEMENT SUPPORT ROLE CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT[1]

Designlab 252 is not working in a managment support role so does not have a conflict.

RFP/RFQ PROCUREMENT NUMBERS (if applicable):_____

PROJECT NAME (and FPN, if applicable)[2]: _____

APPLICABILITY: To be filled out by local agency consultants in management support role.

☐ I am an employee of a consultant under contract to the local agency that is responsible for the procuring and administering of one or more consultant contracts containing either Federal or State funds.

☐ I am in a management position with the local agency, my title is listed below and I have attached my duty statement and scope of work.

☐ I hereby certify as follows:

1. I recuse myself from all potential conflicts of interest.
2. I will not directly or indirectly participate in, manage, or oversee any consultant selection procurement process in which the consulting firm of which I am employed is competing as a consultant or subconsultant.
3. I will not directly or indirectly influence any employee, staff member, or other individual participating in any consultant selection procurement process in which the consulting firm of which I am employed is as a consultant or subconsultant.
4. I will not directly or indirectly participate in, manage, or oversee any local agency contract that is with the consulting firm of which I am employed, regardless of whether the involvement of my employer in the contract is as a consultant or subconsultant. Among other things, this includes my not being involved in approving changes in the schedule, scope, deliverables or invoices.
5. I understand that if I am involved in any local agency contract that is with the consulting firm of which I am employed, in violation of 1. or 2. above, that local agency contract will no longer be eligible for Federal or State reimbursement because of my involvement.

☐ I certify that I have read and understand my responsibilities per **23 CFR 172.7(b)(5)**

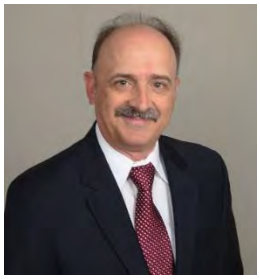
☐ I fully understand that it is unlawful for a person to utilize any organization name (i.e. local agency) or auxiliary organization information, which is not a matter of public record, for personal gain.

[1] Each consultant staff working in a management support role shall complete a separate form.
[2] For on-call contracts or contracts for multiple projects, indicate accordingly.

APPENDIX

TRC AND SUBCONSULTANT KEY STAFF RESUMES

MARK A. IMBRIANI, PE CONTRACT MANAGER / FUNDING ASSISTANCE / QA & QC



YEARS OF EXPERIENCE: 44 **YEARS WITH TRC: 25**

EDUCATION: B.S., Civil Engineering, Case Institute of Technology, 1980
A.T.P. Program Training, Caltrans District 5; LAPM Week-long Training, Caltrans District 5; LAPM Chapter 10, Consultant Selection Training, Caltrans D5; Transportation Funding, Caltrans LTAP, Woodland, CA

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS:
Professional Engineer, California, (#36634), 1983

Mr. Imbriani is an expert in management, planning studies, grant application writing and engineering, value engineering, design, plans, specifications and construction estimates, scheduling, and construction management of bridge, railroad, bicycle, pedestrian and highway projects, with particular expertise in the application of FHWA, AREMA, AASHTO, and Caltrans design and construction policies and procedures. He serves as TRC's state-wide project funding coordinator, which includes assisting clients in obtaining and maintaining eligibility for funding from numerous local, state and federal programs. Mr. Imbriani has prepared successful funding nominations for many projects. Funding sources include federal HBP and EDA; State ATP, SH190 Grade Separation, and Proposition 1B HRCSA, CMIA, and LBSRA; and local sales tax measure funding. He also prepares Local Assistance Procedures Manual funding paperwork required by the CTC and Caltrans to maintain clients' eligibility to retain the funding they secure. He has been the lead in a design group that successfully prepared PSR's, PR's, and PS&E for dozens of local agency clients, state DOTs, light rail properties, and Class 1 Railroads, including freeways, highways, arterial roadways, bicycle/pedestrian multi-use trails, and local street and road projects.

REPRESENTATIVE PROJECT EXPERIENCE | All projects were completed while employed with TRC.

City of Hanford, 13th Avenue at Grangeville Boulevard - Hanford, CA
Mr. Imbriani served as Project Manager for the preparation of Plans, Specifications, and Estimates to widen and signalize the intersection and pipe a segment of an irrigation canal. Additional tasks included coordination with the Last Chance Ditch company and utility coordination. This project was funded with CMAQ funding.

City of Hanford, Grangeville Boulevard / BNSF Grade Separation Study - Hanford, CA
Mr. Imbriani served as Project Manager for the preparation of a Feasibility Report for a grade separation structure between the BNSF railroad and Grangeville Boulevard. It was recommended that an underpass configuration would be the preferred alternative. A nomination package was prepared for SH190 funding.

City of Hanford, Grade Separation Fund Grant Applications - Hanford, CA
Mr. Imbriani serves as Project Manager for the preparation of a study identifying the optimal location for this project. TRC studied four different grade crossings for feasibility and the benefits of a grade separation, and the decision was made to focus on the Grangeville Boulevard crossing. He prepared a successful Nomination (Grant Application) for the Grangeville Blvd. location that resulted in the project being placed on the CPUC's SH190 Grade Separation Fund Priority List. This means that the City is eligible for a $5 Million award from that fund for this project. TRC also prepared technical input to a Railroad Crossing Elimination (RCE) Grant Application in 2022 and is currently performing the same role for a grant in 2024.

San Benito County, On-Call Engineering Services - Roadway Rehabilitation Improvement Projects - San Benito County, CA

Mr. Imbriani serves as TRC's Principal-In-Charge for the design and preparation of full PS&E for roadway design, including pavement design, structure design, and drainage design on segments of ten road rehabilitation projects. The PS&E was produced on an expedited schedule in order to use the allocated funds for the projects. TRC is currently providing construction support services.

City of Visalia, State Route 198 / Akers Street Interchange Improvements and Roadway Widening – Visalia, CA

Mr. Imbriani served as Principal-In-Charge for the preliminary engineering work and PS&E services for the widening of Akers Street to include left turn lanes at the SR 198 interchange. The project included modifications at the SR 198 interchange and local road modifications. The TRC team provided traffic studies, surveys, right of way engineering, utility coordination, local and state agency coordination, roadway design, structure design, drainage design, traffic signal design, pavement delineation, and landscape design. Final PS&E was submitted, and the project constructed. TRC provided construction support services. ***Project awards won include ASCE Fresno Branch Roadway / Highway Project of the Year award.***

City of Visalia, State Route 198 / Plaza Drive Interchange Upgrade and Roadway Widening - Visalia, CA

Mr. Imbriani served as Project Manager for the widening of the existing overcrossing, interchange ramp widening with retaining walls and terminus signalization for two off-ramps, and the widening of Plaza Drive. The PR and PS&E for this project included traffic studies, drainage studies, surveys, right of way engineering, landscape design along with roadway engineering for widening of this two-lane roadway to a four lane with landscape median and left-turn lanes. The entire corridor was improved with current ADA standards. Mr. Imbriani assisted the City in obtaining an EDA Grant in the amount of $4 million dollars for road improvements within the City's R/W and $7.8 million in Prop. 1B CMIA funds. TRC also prepared the Funding Allocation Request Package that was approved by the CTC. ***Project awards won include ASCE Project of the Year; APWA Project of the Year; and the TCAG Outstanding Economic Development Project.***

Monterey County, Davis Road Multimodal Widening and Bridge Replacement - Salinas, CA

Mr. Imbriani serves as Project Manager for widening 2.2 miles of arterial roadway from two lanes to four lanes of traffic, including a new 1700-foot-long bridge over the Salinas River. A combined Project Study Report/Project Report was completed, and PS&E includes bridge design, roadway widening, pavement analysis, preparing a roadway drainage report, preparing a storm water data report, drainage design, utility coordination, right of way coordination, access road constructions for adjacent farmers, pavement delineation, and stage construction. Design is complete and the County is obtaining right of way and the TRC team is securing final environmental permits. Utilities are being relocated now with construction to begin in Summer 2024.

City of San Luis Obispo, Railroad Safety Multi-Use Trail and Grade Separation, Taft to Pepper - San Luis Obispo, CA

Mr. Imbriani served as Project Manager for preliminary and final design for the Taft to Phillips extension, which included a bridge over the Union Pacific Railroad (UPRR) track, six truss spans parallel to the tracks, and an 1,100' pathway extension. The alignment connects to an existing Class I path at Taft and takes advantage of the existing California Overcrossing of US 101 to avoid having to construct a new structure there. The project also included a widening of the US 101 Northbound offramp. A Caltrans Encroachment permit was secured for this work. TRC assisted the City in obtaining $3.24 million of ATP funding for this project. TRC also provided extensive support during construction. The project was constructed and opened to the public in March 2022. ***Project awards won include ASCE Fresno Branch, Los Angeles Section and Regionals Bikeways and Trails Project of the Year.***

JUSTINA L. CONKLIN, PE CIVIL / ROADWAY PROJECT MANAGER



YEARS OF EXPERIENCE: 33 **YEARS WITH TRC: 16**

EDUCATION: B.S., Civil Engineering, California State University, Sacramento, 1991

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS:
Professional Engineer, California, (#53183), 1995

Ms. Conklin has broad civil engineering experience in the planning, design, and construction of transportation related projects. She has direct responsibility for the preparation and coordination of the project and deliverables, which include environmental studies, preliminary and final design, technical specifications, cost estimation, permitting, and agency coordination, and construction contract administration. Ms. Conklin is very knowledgeable of both the local agency and Caltrans project development processes and has successfully delivered projects with all types of funding, meeting stringent funding deadlines. She also prepares Local Assistance Procedures Manual funding paperwork required by the CTC and Caltrans to maintain clients' eligibility to retain the funding they secure. Before joining the consulting design industry, Ms. Conklin was an Associate Engineer with Sacramento County where she managed all stages of design including project scoping for funding allocations, environmental studies, PS&E, and utility coordination.

REPRESENTATIVE PROJECT EXPERIENCE | All projects were completed while employed with TRC.

City of Hanford, 13th Avenue at Grangeville Boulevard - Hanford, CA
Ms. Conklin served as Project Engineer for the preparation of Plans, Specifications, and Estimates to widen and signalize the intersection and pipe a segment of an irrigation canal. Additional tasks included coordination with the Last Chance Ditch company and utility coordination. This project was funded with CMAQ funding.

San Benito County, On-Call Services, Measure G- Shore Road Rehabilitation from Frazier Lake Road to San Felipe Road (FY24-25) - San Benito County, CA
Ms. Conklin serves as Project Manager for the preparation of PS&E documents for road maintenance rehabilitation improvements for the 2.6-mile roadway segment which included utility coordination, pavement design, and drainage design totaling $4.6M. The maintenance repair was funded using Measure G funds. The design for this project included Full-Depth Reclamation (FDR) and overlay. Construction for Shore Road is expected to begin in the Fall 2024. TRC will also provide construction support services to address submittals and Contractor RFI's.

San Benito County, On-Call Services, SB-1 Project Cole Road (Ricardo to Anzar) and Cienega Road (Mudstone Ranch to Bird Creek) (FY 24-25) - San Benito County, CA
Ms. Conklin serves as Project Manager for the preparation of full PS&E documents for road maintenance on Cole Road and Cienega Road totaling $3.5M. TRC is preparing the PS&E for the necessary roadway design including utility coordination, pavement design, and drainage design. The maintenance repair was funded using SB-1 funds. The designs for these projects included Full-Depth Reclamation (FDR) and overlay and soldier pile wall design for the slip out areas. Construction for Cole Road is expected to begin in the Fall 2024 and construction of Cienega Road is expected in the Spring 2025. TRC will also provide construction support services to address submittals and Contractor RFI's.

San Benito County, On-Call Services, SB-1 Road Maintenance Projects at Various Locations (FY 20-21) - San Benito County, CA

Ms. Conklin served as Project Manager for the design of full PS&E documents for various road maintenance projects totaling $3.6M. In addition, the team provided construction management services to the County during construction. The Project encompassed the completion of roadway maintenance repairs on segments of Cienega Road, Anzar Road, and Carr Avenue. TRC prepared the PS&E for the necessary roadway design including utility coordination, pavement design, and drainage design. The maintenance repair was funded using SB-1 funds. The designs for these projects included Full-Depth Reclamation (FDR) and overlay and cape seal and overlay.

San Benito County, On-Call Services, SB-1 Road Maintenance Projects at Various Locations (FY 19-20) - San Benito County, CA

Ms. Conklin served as Project Manager for the design and full PS&E documents for various road maintenance projects totaling $2.1M. The Project encompassed the completion of roadway maintenance repairs on segments of Fairview Road, Union Road, Cienega Road, Southside Road, Crestview Road, and Hillcrest Road. TRC prepared the PS&E for the necessary roadway design including utility coordination, pavement design, and drainage design. The maintenance repair was funded using SB-1 funds. The designs for these projects included Cold In-Place Recycling (CIR), Full-Depth Reclamation (FDR), cape seal and overlay. TRC also provided construction support services.

San Benito County, On-Call Services, Southside Road 5000 Block Slip Out and Road Maintenance Repairs (FY 19-20) - San Benito County, CA

Ms. Conklin served as Project Manager for the design and full PS&E documents for road maintenance improvements and road slip-out repairs totaling $2.1M. The Project encompassed the completion of roadway maintenance repairs on Southside Road including the construction of two soldier pile retaining walls. The maintenance repair was funded using Measure G funds. The designs for these projects included an asphalt overlay and full structural section replacement. In addition, the team provided construction management services to the County during construction.

Monterey County, On-Call Services, Four Road Rehabilitations (Harkins Road, Hunter Lane, Hitchcock Road & Foster Road) - Monterey County, CA

Ms. Conklin serves as Project Manager for the design and preparation of full PS&E documents for roadway design including structural design, grading design, construction details design, drainage design, cost estimating and preparation of technical specifications.

City of Visalia, SR 198 / Akers Street Improvements and Widening - Visalia, CA

Ms. Conklin served as Project Manager for the preliminary engineering work and final PS&E for the widening of Akers Street to include left turn lanes at the SR 198 interchange. The project also included ramp modifications at the SR 198 interchange and local road modifications. This project consisted of traffic studies, surveys, right of way engineering, utility coordination, local and state agency coordination, roadway design, structure design, drainage design, traffic signal design, pavement delineation, and landscape design. The project was constructed, and bidding and construction support was provided. ***Project awards won include ASCE Fresno Chapter Roadway / Highway Project of the Year and APWA Central California Chapter Public Works Project of the Year – Transportation Honorable Mention.***

MARK J. CHRISTENSEN, PE PROJECT MANAGER



YEARS OF EXPERIENCE: 39 **YEARS WITH TRC: 20**

EDUCATION: MBA, Engineering and Science Management, University of California, Davis, 1987; B.S., Civil Engineering, Oregon State University, 1985

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS:

Professional Engineer, California, (#45569), 1990

Mr. Christensen has experience and progressive responsibility in civil engineering with a broad-based background covering bridges and roads, bridge rehabilitation, pipeline design, drainage, hydrology studies and hydraulic modeling of channels and watersheds. His responsibilities include project management, design and analysis for projects in each of these areas as well as preparation of studies, reports, preliminary and final plans, specifications, cost estimates, technical reviews and quality control reviews. Mr. Christensen served as a Project Manager for final PS&E of the $5.5M Third Street Bridge project in San Francisco, the construction phase of the Oakland-San Francisco Bay Bridge Temporary Bypass Structure and for the Elm Grove Interchange Bridges on I-70 in West Virginia.

REPRESENTATIVE PROJECT EXPERIENCE | All projects were completed while employed with TRC.

San Benito County, On-Call Roadway Rehabilitation Improvements - San Benito County, CA

Mr. Christensen served as QA/QC Manager for the design and preparation of full PS&E for roadway design, including pavement design, structure design, and drainage design. Mr. Christensen performed detailed review of the plans, and a coordination review of the specifications and estimate with bid items on the plans for the Measure G-Southside Road 5000 Block Maintenance project. The PS&E was produced on an expedited schedule in order to use the allocated funds for the projects.

San Benito County, New Idria Bridge Replacement, San Benito County, CA

Mr. Christensen serves as Project Manager for the design, preparation, and oversight of full PS&E documents for roadway design including utility coordination, geometric design, structural section, grading, and drainage design. The project consists of repairing the washout on New Idria Road at Los Pinos Creek. The washout occurred during a major rainfall event that transpired January 27-28, 2021. Based on nearby gauge data from Weather Underground, the rainfall accumulation over a 24-hour period exceeded 10 inches. Evidence at the site indicates that the road was overtopped by floodwater prior to the failure of the culvert.

Tulare County, Avenue 428 Sand Creek Bridge Replacement – Orosi, CA

Mr. Christensen serves as Project Manager for the replacement of this three-span flat slab bridge with a new 75 ft. long, single-span cast-in-place, prestressed voided slab bridge. Life cycle cost analysis and justification report were prepared to justify replacement of the bridge to Caltrans. Environmental assistance was also provided for this project. TRC is working with Tulare County staff who are responsible for roadway design. TRC has completed 95% design for the project.

San Francisco Public Works, Third Street Bridge Rehabilitation- San Francisco, CA

Mr. Christensen served as Project Manager for design, environmental documentation and construction support services for this project. The historic Third Street Bridge over Mission Channel is a single leaf, heel trunnion type bascule span bridge. Mr. Christensen led a team of structural, bridge and environmental engineers to inspect and assess the condition of the bridge and then prepared rehabilitation plans, allowing the City to bid the

project. Construction support was provided for this $5.5M bridge project. ***Project awards won include: Silver Level Award for Infrastructure more than $20M and an ASCE Fresno Branch Historical Renovation Project of the Year.***

City of Visalia, SR 198 / Akers Street Interchange Improvements and Roadway Widening - Visalia, CA

Mr. Christensen served as Design Engineer for the preliminary engineering and final PS&E for the widening of Akers Street to include left turn lanes at the SR 198 interchange. The project included ramp modifications at the SR 198 interchange and local road modifications. This project involved traffic studies, surveys, right of way engineering, utility coordination, local and state agency coordination, roadway design, structure design, drainage design, traffic signal design, pavement delineation, and landscape design. The project has been constructed and TRC provided construction support. ***Project awards won include ASCE Fresno Chapter Roadway / Highway Project of the Year and APWA Central California Chapter Public Works Project of the Year – Transportation Honorable Mention.***

Sonoma County, FEMA 2019 Geysers Road Storm Sites Repair Design - Sonoma County, CA

During the 2019 February winter storms, Geysers Road suffered multiple slipouts and needs engineering design to repair the roadway on multiple sites. Mr. Christensen provided overall Quality Control and Specifications preparation of PS&E design.

Monterey County, Davis Road Multimodal Widening and Bridge Replacement - Salinas, CA

Mr. Christensen served as Project Engineer for the widening of 2.2 miles of arterial roadway from two lanes to four lanes of traffic, including a new 1700-foot-long bridge over the Salinas River. Mr. Christensen prepared the drainage report, storm water data report, specifications and reviewed the final PS&E design plans for accuracy. All work is to Caltrans' standards as State and Federal funding is being used for the project. Design is complete and the County is obtaining right of way and the TRC team is securing final environmental permits. Utilities are being relocated now with construction to begin in Fall 2024.

Sonoma County, Big Sulphur Creek Bridge at Geysers Road Replacement - Cloverdale, CA

Mr. Christensen serves as Project Engineer for overall Quality Control and Specifications preparation of PS&E design services for the replacement of this historical steel truss one lane bridge. It will be replaced with a two-lane bridge which will be designed and constructed downstream from the existing. TRC's role includes project management, preliminary and final design, preparation of PS&E, certain NEPA / CEQA studies, obtaining permits, roadway approach design, structure design, traffic design, and construction bid phase services.

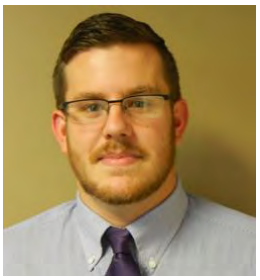
Fresno County, Fresno Canal Bridge Replacement at McKinley Avenue - Sanger, CA

Mr. Christensen served as Design Engineer for the replacement of this two-span, structurally deficient, timber stringer bridge. The new bridge is a clear span precast / prestressed voided slab bridge with composite concrete topping slab, and is approximately 10' longer than the existing bridge to improve channel hydraulics and alleviate scour. Final construction documents were submitted and the project constructed. TRC provided construction support. ***Project awards won include: ASCE San Francisco Section Outstanding Structural Engineering Project of the Year and an ASCE Fresno Chapter Roadway/Highway Project of the Year.***

Sonoma County Department of Transportation and Public Works, On-Call Engineering-Geysers Road Emergency Repairs (Task Order #3) - Sonoma County, CA

During the 2017 February winter storms, Geysers Road suffered multiple slipouts and needed engineering design to repair the roadway on three sites. TO #3A is 160 feet long, TO #3B is 180 feet long, and TO #3C consists of a slipout and a failed retaining wall. Mr. Christensen performed the final QA/QC review which included detailed review of plans, and a coordination review of the specifications and estimate with bid items on the plans.

AARON S. BEDAL, PE CIVIL / ROADWAY SENIOR ENGINEER



YEARS OF EXPERIENCE: 11 **YEARS WITH TRC: 11**

EDUCATION: B.S., Civil Engineering, California State University, Sacramento, 2013

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS:
Professional Engineer, California, (#86668), 2016

Mr. Bedal is an experienced Senior Roadway Engineer responsible for the preparation of plans from conceptual design through completion. In preparing PS&E projects, Mr. Bedal is responsible for establishing the design parameters for a project that meets current agency standards, leading a design team to prepare conceptual design plans and estimates and complete the PS&E documents to bid. He is skilled at using AutoCAD Civil 3D for design and plan production and specializes in design of roadways, pathways, site layout, utility layout, grading, drainage design, and roadway rehabilitation design. Mr. Bedal has vast experience using the AASHTO's design standards and various jurisdictional design standards for many local agencies and is very familiar with the Caltrans Highway Design Manual, Standards, and Specifications, as well as the CA MUTCD.

REPRESENTATIVE PROJECT EXPERIENCE | All projects while employed with TRC.

City of Hanford, 13th Avenue at Grangeville Boulevard - Hanford, CA
Mr. Bedal served as Design Engineer for the preparation of Plans, Specifications, and Estimates to widen and signalize the intersection and pipe a segment of an irrigation canal. Additional tasks included coordination with the Last Chance Ditch company and utility coordination. This project was funded with CMAQ funding.

City of Hanford, Grangeville Boulevard / BNSF Grade Separation Study - Hanford, CA
Mr. Bedal served as Design Engineer for the preparation of a Feasibility Report for a grade separation structure between the BNSF railroad and Grangeville Boulevard. It was recommended that an underpass configuration would be the preferred alternative. A nomination package was prepared for SH190 funding.

San Benito County, On-Call Services, Measure G- Shore Road Rehabilitation from Frazier Lake Road to San Felipe Road (FY24-25) - San Benito County, CA
Mr. Bedal serves as Project Engineer for the preparation of PS&E documents for road maintenance rehabilitation improvements for the 2.6-mile roadway segment which included utility coordination, pavement design, and drainage design totaling $4.6M. The maintenance repair was funded using Measure G funds. The design for this project included Full-Depth Reclamation (FDR) and overlay. Construction for Shore Road is expected to begin in the Fall 2024. TRC will also provide construction support services to address submittals and Contractor RFI's.

San Benito County, On-Call Services, SB-1 Project Cole Road (Ricardo to Anzar) and Cienega Road (Mudstone Ranch to Bird Creek) (FY 24-25) - San Benito County, CA
Mr. Bedal serves as Project Engineer for the preparation of full PS&E documents for road maintenance on Cole Road and Cienega Road totaling $3.5M. TRC is preparing the PS&E for the necessary roadway design including utility coordination, pavement design, and drainage design. The maintenance repair was funded using SB-1 funds. The designs for these projects included Full-Depth Reclamation (FDR) and overlay and soldier pile wall design for the slip out areas. Construction for Cole Road is expected to begin in the Fall 2024 and construction of Cienega Road is expected in the Spring 2025. TRC will also provide construction support services to address submittals and Contractor RFI's.

San Benito County, On-Call Services, SB-1 Road Maintenance Projects at Various Locations (FY 20-21) - San Benito County, CA

Mr. Bedal served as Project Engineer for the design of full PS&E documents for various road maintenance projects totaling $3.6M. In addition, the team provided construction management services to the County during construction. The Project encompassed the completion of roadway maintenance repairs on segments of Cienega Road, Anzar Road, and Carr Avenue. TRC prepared the PS&E for the necessary roadway design including utility coordination, pavement design, and drainage design. The maintenance repair was funded using SB-1 funds. The designs for these projects included Full-Depth Reclamation (FDR) and overlay and cape seal and overlay.

San Benito County, On-Call Services, Enterprise Road Maintenance Projects at Best Road and Fairview Road (FY 19-20) - San Benito County, CA

Mr. Bedal served as Project Engineer for the design and full PS&E documents for various road maintenance projects totaling $2.9M. In addition, the team provided construction management services to the County during construction. TRC prepared the PS&E for the necessary roadway design including utility coordination, pavement design, and drainage design. The maintenance repair was funded using Enterprise funds. The designs for these projects included Full-Depth Reclamation (FDR) and a Geogrid embankment solution with a new structural section. Also, along Fairview Road, the existing drainage ditches were cleared and graded to drain and new culverts under driveways were installed to assist with drainage along the roadway.

San Benito County, On-Call Services, SB-1 Road Maintenance Projects at Various Locations (FY 19-20) - San Benito County, CA

Mr. Bedal served as Project Engineer for the design and full PS&E documents for various road maintenance projects totaling $2.1M. The Project encompassed the completion of roadway maintenance repairs on segments of Fairview Road, Union Road, Cienega Road, Southside Road, Crestview Road, and Hillcrest Road. TRC prepared the PS&E for the necessary roadway design including utility coordination, pavement design, and drainage design. The maintenance repair was funded using SB-1 funds. The designs for these projects included Cold In-Place Recycling (CIR), Full-Depth Reclamation (FDR), cape seal and overlay. TRC also provided construction support services.

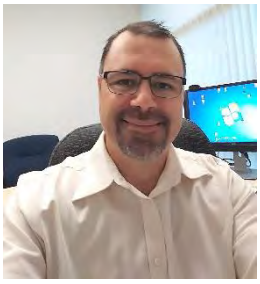
Monterey County, On-Call Services, Four Road Rehabilitations (Harkins Road, Hunter Lane, Hitchcock Road & Foster Road) - Monterey County, CA

Mr. Bedal served as Project Engineer for the design and preparation of full PS&E documents for roadway design including structural design, grading design, construction details design, drainage design, cost estimating and preparation of technical specifications.

City of Visalia, SR 198 / Akers Street Interchange Improvements and Roadway Widening - Visalia, CA

Mr. Bedal served as Senior Design Engineer for the preliminary engineering and PS&E services for the widening of Akers Street to include left turn lanes at the SR 198 interchange. The project included ramp modifications at the SR 198 interchange and local road modifications. This project consisted of traffic studies, surveys, right of way engineering, utility coordination, local and state agency coordination, roadway design, structure design, drainage design, traffic signal design, pavement delineation, and landscape design. The project was constructed, and bidding and construction support was provided. ***Project awards won include: ASCE Fresno Chapter Roadway/ Highway Project of the Year and APWA Central California Chapter Project of the Year – Transportation Honorable Mention.***

CARLOS SILVA CIVIL / ROADWAY SENIOR PROJECT ENGINEER



YEARS OF EXPERIENCE: 30 **YEARS WITH TRC: 3**

EDUCATION: B.S., Civil Engineering, California State University, Chico, 1993

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS:

None

Mr. Silva has years of experience in roadway and highway design including over 10 years of construction inspection/management experience and 10 years supervising and training staff. He is heavily involved with design and assists with Project Study Reports (PSR), Project Reports (PR), Plans, Specs and Estimates (PS&E), and corridor studies for roadway, interchange, and bridge projects. Mr. Silva provides project management assistance, QA/QC on projects, communication/coordination with clients, local agencies, utility companies, sub-consultants and contractors. Additional experience includes CAD for design and plans preparation, roadway drainage, assisting with design exceptions, roundabout concept approval reports, proposals, traffic management plans (TMP), review of environmental studies for project consistency, preparation of response to comments and amendments to bidding documents, assists clients with Caltrans Local Assistance procedures and standards, and implements Caltrans, AASHTO, MUTCD, FHWA and ADA and local agency standards. Mr. Silva also has experience with addressing CCO's & RFI's, assisting with public outreach, coordinating/attending project development team (PDT), agency and utility coordination meetings.

REPRESENTATIVE PROJECT EXPERIENCE | All projects were completed while employed with TRC.

San Benito County, On-Call Services, SB-1 Project Cole Road (Ricardo to Anzar) and Cienega Road (Mudstone Ranch to Bird Creek) (FY 24-25) - San Benito County, CA

Mr. Silva serves as Project Engineer for the design and preparation of full PS&E documents for roadway design including pavement design, grading design, drainage design, signing and striping design, cost estimating, preparation of technical specifications and utility coordination on this rehabilitation project. The PS&E is being produced on an expedited schedule in order to use the allocated funds for the projects.

San Benito County, On-Call Services, Measure G- Shore Road Rehabilitation from Frazier Lake Road to San Felipe Road (FY24-25) - San Benito County, CA

Mr. Silva serves as Project Engineer and Project Oversight for the design and preparation of full PS&E documents for roadway design including pavement design and drainage design on this rehabilitation project. The PS&E is being produced on an expedited schedule to use the allocated funds for the projects.

San Benito County, On-Call Services, SB-1 Road Maintenance Projects at Various Locations (FY 19-20) - San Benito County, CA

Mr. Silva served as Project Engineer for the design and preparation of full PS&E documents for the replacement of the storm drain culvert under Union Road. The PS&E design included utility coordination, drainage calculations, contour grading, drainage profiles and details, cost estimating, and preparation of special provisions for construction.

San Benito County, On-Call Services, Cole Road Rehabilitation Improvement Project - San Benito County, CA

Mr. Silva serves as Project Engineer and Project Oversight for the design and preparation of full PS&E documents for roadway design including pavement design, grading design, retaining wall modeling, drainage design, signing

and striping design, cost estimating, preparation of technical specifications and utility coordination.

San Benito County, On-Call Services, Traffic Striping at Various Locations - San Benito County, CA
Mr. Silva serves as Project Engineer and Project Oversight for the design and preparation of full plans and estimates (P&E) documents for the roadway restriping of various locations including surface treatment design, striping, signing and cost estimating. The P&E was produced on an expedited schedule to use the allocated funds for the projects.

San Benito County, On-Call Services, Wright Road Rehabilitation Improvement Project - San Benito County, CA
Mr. Silva serves as Project Engineer and Project Oversight for the design and preparation of full PS&E documents for roadway design including pavement design, grading design, construction details design, drainage design, signing and striping design, cost estimating, preparation of technical specifications and utility coordination.

Monterey County, Las Lomas Drive Bicycle Lane and Pedestrian Project - Monterey County, CA
Mr. Silva served as Project Engineer and Project Oversight for the design and preparation of full PS&E documents for the roadway portion including, geometric review, utility coordination, drainage design, grading design, construction details design, signing, striping and cost estimating.

Monterey County, On-Call Services, Road Rehabilitation Project (Harkins Road, Hunter Lane, Hitchcock Road & Foster Road) - Monterey County, CA
Mr. Silva serves as Project Engineer and Project Oversight for the design and preparation of full PS&E documents for roadway design including structural design, grading design, construction details design, drainage design, cost estimating and preparation of technical specifications.

Monterey County, Davis Road Bridge Replacement and Road Widening - Monterey County, CA
Mr. Silva served as Project Engineer and Project Oversight for the design and preparation of full PS&E documents for the roadway portion including, geometric review, utility coordination, structural section design, drainage design, grading design, signing, striping and cost estimating.

Sonoma County, 2019 FEMA Geysers Road Storm Damage Repairs - Sonoma County, CA
During the 2019 February winter storms, Geysers Road suffered multiple slipouts and needed engineering design to repair the roadway. Mr. Silva served as Project Engineer and was responsible for the engineering support during the completion of environmental permits and funding requests, engineering design of the roadways, including minor realignments and the final PS&E for Geysers Road repairs to the Client.

Sonoma County, Geysers Road Bridge over Big Sulphur Creek - Sonoma County, CA
Mr. Silva serves as Project Engineer and Project Oversight for the design and preparation of full PS&E documents for the roadway design portion of this bridge project including, structural section design, drainage design, retaining wall modeling, grading design, and cost estimating.

Sonoma County, Geysers Road Bridge over Frasier Creek - Sonoma County, CA
Mr. Silva serves as Project Engineer and Project Oversight for the design and preparation of full PS&E documents for the roadway design portion including, establishing design criteria, geometric design, structural section design, drainage design, retaining wall modeling, grading design and cost estimating.

City of Vacaville, Ulatis Creek Bank Stabilization - Vacaville, CA
Mr. Silva serves as Project Engineer for the design and preparation of full PS&E documents for roadway design including, structural section design, drainage design, retaining wall modeling, grading design and cost estimating.

CAMERON J. PINKERTON, PE LEAD BRIDGE / STRUCTURES PROJECT ENGINEER



YEARS OF EXPERIENCE: 19 **YEARS WITH TRC: 19**

EDUCATION: B.S., Civil Engineering, University of California, Berkeley, 2004

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS:
Professional Engineer, California, (#73288), 2008

Mr. Pinkerton has experience in all aspects of the analysis and design of transportation structures. His experience ranges from advance planning studies and type selections to field investigations, dynamic and seismic analyses, preliminary and final design, through detailing and plan set production. Mr. Pinkerton has also prepared quantities and engineering estimates for numerous projects. Additional experience includes construction inspection and construction support, office engineering to support field generated design changes, shop drawing reviews and responding to contractor requests for information (RFIs).

REPRESENTATIVE PROJECT EXPERIENCE | All projects were completed while employed with TRC.

San Benito County, Roadway Rehabilitation Improvement Projects - San Benito County, CA
Mr. Pinkerton serves as Structures Project Engineer for the design and preparation of full PS&E documents for roadway design including pavement design, structure design, and drainage design on segments of ten road rehabilitation projects. The PS&E was produced on an expedited schedule in order to use the allocated funds for the projects. TRC is now assisting with construction support.

San Benito County, Southside Road 5000 Block – Slip Out Repairs - San Benito County, CA
Mr. Pinkerton served as Structures Project Engineer for engineering design of retaining structures and roadways including minor realignments. The plans included two soldier pile walls, drainage design, road re-alignment, erosion control, grading, utility coordination, and traffic handling. Guard rails were designed to protect the retaining wall and the public from the embankment drop off. A final PS&E package was prepared on an expedited schedule for advertising and the project constructed. Mr. Pinkerton provided construction support services.

City of Visalia, SR 198 / Akers Street Interchange Improvements and Roadway Widening – Visalia, CA
Mr. Pinkerton served as Structures Project Engineer for the preliminary and final PS&E for the widening of Akers Street to include left turn lanes at the SR 198 interchange. The project also proposed ramp modifications at the SR 198 interchange and local road modifications. This project included traffic studies, surveys, right of way engineering, utility coordination, local and state agency coordination, roadway design, structure design, drainage design, traffic signal design, pavement delineation, and landscape design. The project has been constructed and construction support was provided. ***Project awards won include ASCE Fresno Chapter Roadway / Highway Project of the Year and APWA Central California Chapter Public Works Project of the Year– Transportation Honorable Mention.***

City of Visalia, Plaza Drive / SR 198 Interchange Upgrade and Roadway Widening - Visalia, CA
Mr. Pinkerton served as Design Check Engineer on this project for the Project Report and PS&E for the widening of the existing overcrossing on SR 198, ramp widening with retaining walls and terminus signalization for two off-ramps, and the widening of 1.5 miles of Plaza Drive. This project included traffic studies, drainage studies, surveys, right of way engineering, landscape design along with roadway engineering for the 1.6-mile long

widening of this two-lane roadway to a four lane with landscape median and left-turn lanes. TRC provided construction support. ***Project awards won include ASCE Project of the Year; APWA Project of the Year; and the TCAG Outstanding Economic Development Project.***

Monterey County, Las Lomas Drive Bicycle Lane and Pedestrian Project– Monterey, CA
Mr. Pinkerton serves as Structures Project Engineer for developing plans and cost estimates for approximately 1320 feet (25 miles) of Las Lomas Drive from Hall Road to Thomas Road. The scope consists of sidewalks, class II bicycle lanes, roadway improvements including but not limited to widening, curb and gutter, drainage inlets, retaining walls and a water treatment facility. The design and engineering follow local, State and Federal guidelines.

Monterey County, Davis Road Widening and Bridge Replacement - Salinas, CA
Mr. Pinkerton serves as Bridge Project Engineer for the widening of 2.2 miles of arterial roadway from two lanes to four lanes of traffic, including a new 1700-foot-long bridge over the Salinas River. A combined Project Study Report/Project Report was completed, and PS&E includes roadway widening, pavement analysis, preparing a roadway drainage report, preparing a storm water data report, drainage design, utility coordination, right of way coordination, access road constructions for adjacent farmers, pavement delineation, and stage construction. All work is to Caltrans' standards as State & Federal funding is being used for the project. He has been instrumental in all aspects of the bridge design. Design is complete and the County is obtaining right of way and the TRC team is securing final environmental permits. Utilities are being relocated now with construction to begin Fall 2024.

City of San Luis Obispo, Railroad Safety Multi-Use Trail/Grade Separation, Taft to Pepper - San Luis Obispo, CA
Mr. Pinkerton served as Bridge Project Engineer for preliminary and final design for the Taft to Phillips extension, which included a bridge over the Union Pacific Railroad (UPRR) track. The alignment connects to an existing Class I path at Taft and used NACTO's Urban Bikeway Design Guidelines to develop a Two-Way Cycle Track Facility that paralleled UPRR Tracks and took advantage of the existing California Overcrossing of US 101. TRC assisted the City in obtaining $3.24 million of ATP funding for this project. The project has been constructed and Mr. Pinkerton provided construction support. ***Project awards won include ASCE Chapter, Section, and Regional Bikeways and Trails Project of the Year.***

Sonoma County Department of Transportation and Public Works, On-Call Engineering Design Services-Geysers Road Emergency Repairs (Task Order #3) - Sonoma County, CA
During the 2017 February winter storms, Geysers Road suffered multiple slipouts. This task order covers three of these. TO #3A is located at PM 23.78 and is approximately 160 feet long. TO #3B is located at PM 29.77 and is approximately 180 feet long. TO #3C, PM 36.75, consists of a slipout and a failed retaining wall. TRC provided final PS&E. The project was constructed. Mr. Pinkerton served as Project Engineer and provided construction support services.

City of Santa Cruz, Murray Street/Yacht Harbor Bridge Retrofit - Santa Cruz, CA
Mr. Pinkerton served as Senior Bridge Engineer for bridge and roadway improvements, right-of-way, and traffic PS&E associated with the seismic retrofit of the bridge. Extensive relocation of yacht harbor facilities was required. Extensive coordination was required with UPRR which owns a bridge adjoining this structure. The PS&E included soldier pile retaining walls, storm drain design, roadway and bridge design, and constructing temporary facilities to maintain current business operations for the Port during construction. Over $10 Million in HBP funding was obtained by TRC. Construction is planned to start in fall 2024.

KIANA M. NEGORO, PE BRIDGE / STRUCTURES DESIGN ENGINEER



YEARS OF EXPERIENCE: 9 **YEARS WITH TRC: 9**

EDUCATION: B.S., Civil Engineering, California State University, Fresno, 2014

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS:
Professional Engineer, California, (#88362), 2017

Ms. Negoro is experienced in the preparation of bridge plans, structural calculations, cost estimates, and specifications as well as review of construction submittals. She has recently stepped into the role of acting Deputy Project Manager for multiple local projects where she is responsible for the coordination with the client, project team, subconsultants, and regulatory agencies as required for advancing the projects, tracks the project budget, and prepares progress reports for the client. Her experience includes bridge replacements and rehabilitations as well as retaining walls and culverts. Ms. Negoro has taken on challenging work as a designer on many complex projects including the Third Street Bridge Rehabilitation Project in San Francisco, California and the I-70 Bridges in West Virginia. She also served as a structural quality control inspector on the Lake Isabella Dam Safety Modification project east of Bakersfield, California.

REPRESENTATIVE PROJECT EXPERIENCE | All projects were completed while employed with TRC.

City of Visalia, Caldwell Avenue Widening from Santa Fe to Lovers Lane – Visalia, CA
Ms. Negoro serves as Design Engineer for the structural components of this project as a subconsultant. This project includes two box culverts: a single-cell box culvert being replaced with a double-cell reinforced concrete box culvert, and an existing double-cell box culvert being extended approximately 37.5 feet in total to accommodate the widened roadway. TRC is working with the prime consultant who is responsible for roadway design. TRC has completed 95% design for the project.

City of Clovis, Gould Canal Culvert at Leonard Avenue – Clovis, CA
Ms. Negoro served as Design Engineer to provide hydraulic and structural engineering services for the replacement of a single span flat slab bridge with a new culvert crossing on Gould Canal at Leonard Avenue. TRC designed the new 7’ tall x 14’ wide double cell cast-in-place reinforced concrete box culvert with flared wingwalls. TRC also designed a new maintenance catwalk on the upstream side of the structure, which was a requirement of the Fresno Irrigation District. Construction was completed in 2018.

Tulare County, Avenue 428 Sand Creek Bridge Replacement – Orosi, CA
Ms. Negoro serves as Senior Bridge Engineer and acting Deputy Project Manager for the replacement of this three-span flat slab bridge with a new 75 ft. long, single-span cast-in-place, prestressed voided slab bridge. Life cycle cost analysis and justification report were prepared to justify replacement of the bridge to Caltrans. Environmental assistance was also provided for this project. TRC is working with Tulare County staff who are responsible for roadway design. TRC has completed 95% design for the project.

Tulare County, Avenue 280 Road Widening Project – Visalia, CA
Ms. Negoro serves as Senior Bridge Engineer and acting Deputy Project Manager for the structural components of this project as a subconsultant. This project includes replacing this three-span flat slab bridge with a new, 49 ft. long, single-span precast, prestressed voided slab bridge. Hydraulic models were created to ensure the replacement bridge would be the most economical while meeting freeboard requirements. These models and

additional analyses were presented in the Design Hydraulic Study. Life cycle cost analysis and type selection report were prepared for the bridge. The structural aspects of this project also include two culverts along Extension Ditch that will be analyzed and either extended or replaced. TRC is working with the prime consultant who is responsible for roadway design. TRC has received Type Selection approval from Tulare County for the replacement bridge and is working on 65% design.

Fresno County, Fresno Canal at Del Rey Avenue Bridge Replacement – Sanger, CA

Ms. Negoro serves as Design Engineer and acting Deputy Project Manager for the replacement of this three-span, structurally deficient, timber stringer bridge. The new bridge will be a clear span, precast/prestressed box beam bridge with composite concrete topping slab. It will be approximately the same length as the existing bridge, but wider to satisfy current roadway standards. TRC has completed 60% design for this project.

Fresno County, Fresno Canal at McKinley Avenue Bridge Replacement – Sanger, CA

Ms. Negoro served as Design Engineer for the replacement of this two-span, structurally deficient, timber stringer bridge. The new bridge is a clear span precast/prestressed voided slab bridge with composite concrete topping slab and is approximately 10' longer than the existing bridge to improve channel hydraulics and alleviate scour and 10' wider to satisfy current roadway standards. Ms. Negoro also provided construction support and observed the girder placement and deck pour. Construction was completed in 2020.

Project awards won include ASCE San Francisco Section Outstanding Structural Engineering Project of the Year award and an ASCE Fresno Chapter Roadway/Highway Project of the Year award.

Fresno County, El Dorado Avenue Bridge at Arroyo Pasajero Replacement – Coalinga, CA

Ms. Negoro serves as Senior Bridge Engineer and acting Deputy Project Manager for the replacement of this 152-feet long and 33.8-feet wide bridge with a new 260-foot long, two-span, cast-in-place post-tensioned box girder bridge. The existing bridge is scour critical and overtopped by the 100-year flood event. The new bridge will be significantly longer than the existing bridge and the roadway profile will be raised approximately 5 feet to pass design flows. TRC has received Type Selection approval from Caltrans for the replacement bridge and has completed 60% design.

City of Porterville, Jaye Street / Tule River Bridge Rehabilitation – Porterville, CA

Ms. Negoro performed quantity calculations, reviewed construction submittals, and observed the deck pour for this rehabilitation project. The existing 33'-9" wide, eight-span reinforced concrete slab bridge was widened in kind to a total width of 82'-10". To transition the pathway underneath the bridge, retaining walls were added in-line with the south abutment. The retaining walls are supported on a pile foundation to match the abutments and included a gutter to carry drainage and a cable railing for safety. Construction was completed in 2018.

Project awards won include ASCE Project of the Year at the Chapter, Section, and Regional Levels; and the TCAG Local Motion Outstanding Road Project of the Year.

San Francisco Public Works, Third Street Bridge Rehabilitation – San Francisco, CA

Ms. Negoro served as Design Engineer for the bridge load rating of the steel truss members, floor beams, and stringers. The Third Street Bridge is a single leaf bascule bridge in the City of San Francisco that crosses the Mission Creek Marina adjacent to China Basin. The bridge is a historical bridge that was designed in 1931 and constructed in 1932. The bridge is a riveted steel through truss supported on reinforced concrete piers founded on timber piles. The south approach is a reinforced concrete slab supported on concrete pile extensions. She assisted in creating spreadsheets to determine the capacities and load rating factors for the truss members, floor beams, and stringers and providing construction support. Construction was completed in 2020.

Project awards won include Silver Level Award for Infrastructure more than $20M and an ASCE Fresno Branch Historical Renovation Project of the Year.



ERINN SILVA | PRINCIPAL ENVIRONMENTAL PLANNER

Ms. Silva has worked on public and private projects throughout California since 2003. At GPA, she oversees preparation of all levels of technical study and environmental documentation, leads coastal permitting efforts through local agencies and the California Coastal Commission, and manages the environmental process for various phases of highly complex transportation projects, specifically in California Department of Transportation (Caltrans) Districts 3, 5, 6, 7, 8, and 12. She has expertise in directing, researching, writing, and editing environmental documents pursuant to both National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA), with a focus on compliance with Caltrans' Standard Environmental Reference and Local Assistance Procedures Manual requirements. Much of her experience is related to local transportation projects processed through Caltrans' Local Assistance Program. Additionally, Ms. Silva conducts public outreach tasks. She has worked closely with clients to prepare for and present at public scoping meetings and hearings related to the circulation and review of environmental documents. Ms. Silva excels in working with local, state, and federal agencies; her diplomatic approach to projects allows her to offer practical solutions to arising challenges, and to move projects forward in a streamlined manner.

EDUCATION
A.S., Business Management, El Camino College, 2010

YEARS OF EXPERIENCE
20

YEARS WITH GPA
15

SELECTED PROJECT EXPERIENCE

Mission Mile Sepulveda Project, Los Angeles County (2023-Ongoing). The City of Los Angeles, in cooperation with Caltrans District 7, proposes to provide safety improvements and connections for pedestrians and bicyclists to neighborhood parks, cultural sites, and two planned major transit projects along a 3.25-mile corridor of Sepulveda Boulevard and 0.5-mile corridor of Brand Boulevard via the Mission Mile Sepulveda Project. The project is located entirely in north Los Angeles' San Fernando Valley and funded by Active Transportation Program Cycle 5. GPA has been contracted to perform NEPA and CEQA compliance services through the project's Project Approval/Environment Documents (PA/ED) phase. Ms. Silva is overseeing the preparation of a Preliminary Environmental Study (PES) Form, which will lead to a NEPA Categorical Exclusion (CE). Several technical studies are required to support this determination, including studies related to cultural resources, biological resources, air quality, and hazardous materials. It is anticipated the appropriate level of CEQA documentation would be a Notice of Exemption (NOE).

Hueneme Road Widening, Ventura County (2022-Ongoing). The County of Ventura proposes to widen an approximate 1.93-mile portion of Hueneme Road, from Edison Drive to approximately 1,200 feet east of Rice Avenue. This phase of widening will be accomplished as part of an overall plan to widen Hueneme Road through five segments of work. Ms. Silva is overseeing the preparation of a PES and technical studies that include a Natural Environment Study (Minimal Impacts), Area of Potential Effects (APE), Historic Property Survey Report (HPSR), Historic Resources Evaluation Report (HRER), Visual Impact Assessment, Water Quality Assessment Memorandum, Community Impacts Assessment/Farmlands, and Tree Survey. GPA is managing the preparation of studies related to cultural resources, hazardous materials, traffic analysis, air quality/greenhouse gas, noise and vibration, hydrology, and relocation impacts that are being prepared by subconsultants. These studies will inform an Initial Study/Streamlined Environmental Assessment (IS/EA), which will be prepared by GPA. Once the IS has been prepared, if it is determined that an Environmental Impact Report (EIR) will be required for compliance with CEQA, GPA will initiate preparation of the EIR in place of a Mitigated Negative Declaration (MND) following completion of agency comments, public comments, and technical analysis. The document will be prepared as a joint document with the Streamlined EA required for NEPA.

Arroyo Pasajero Bridge Replacement, Fresno County (2021-Ongoing). The County of Fresno Department of Public Works and Planning proposes to replace the existing bridge on South El Dorado Avenue, which crosses Arroyo Pasajero, also known as Los Gatos Creek. The existing bridge over Arroyo Pasajero is located approximately 2.0 miles north of West Jayne Avenue and 7.0 miles east of the city limits of Coalinga. Ms. Silva is the task order manager, directing the preparation of a Natural Environment Study, Aquatic Resources Delineation, Water Quality Assessment Report, and Section 7 consultation initiation package, including the Biological Assessment. She is also managing the preparation of an APE map, HPSR, Archaeological Survey Report by subconsultants. During the course of the Section 106 process, Caltrans requested augmented Native American outreach; Ms. Silva is currently leading that process for swift completion of the NEPA compliance process.

7th Standard Road Widening Project, Shafter (2020-Ongoing). The City of Shafter, in coordination with Caltrans District 6, proposes to widen 7th Standard Road from a two-lane highway to a multilane divided expressway in the City of Shafter, City of Bakersfield, and the County of Kern. Ms. Silva is the Principal-in-Charge, providing project oversight and quality assurance/quality control (QA/QC) reviews.

Mineral King Road Bridge, Tulare County (2014-Ongoing). The County of Tulare proposed to either rehabilitate or replace the existing Mineral King Bridge on Mineral King Road over the east fork of the Kaweah River. Following coordination related to the Section 106 and Section 4(f) processes, rehabilitation was selected as the only feasible alternative. Ms. Silva managed the preparation of the PES, which led to a NEPA CE. Several technical studies were required to support the NEPA CE, including studies related to water quality, biological resources, aesthetics, hazardous materials, historic resources, Section 4(f), and Native American consultation. She conducted public outreach activities and public information meetings associated with the environmental process. Following completion of these technical studies, she prepared the Environmental Commitments Record (ECR) for completion of the NEPA CE. After additional concrete testing, it was determined that the rehabilitation alternative would no longer be feasible, and a replacement alternative was selected. Ms. Silva oversaw a NEPA revalidation and supplemental technical studies, most notably additional Native American Outreach and revised findings for visual impacts. She is overseeing the preparation of the regulatory permits for the project.

Alexandria and Five Mile Slough Culvert Replacement, Stockton (2021-2022). The City of Stockton proposes to replace the existing culvert in Five Mile Slough beneath Alexandria Place. The project is located beneath Alexandria Place just north of Lincoln Road; the existing culvert runs between File Mile Creek to the east and Five Mile slough to the west. Ms. Silva was the principal-in-charge responsible for project oversight. She also provided QA/QC of the CEQA NOE.

Avenue 174 Friant-Kern Canal Bridge Replacement, Tulare County (2017-Ongoing). The County of Tulare proposed to replace the existing Avenue 174 Friant-Kern Canal Bridge, located north of the city of Porterville, approximately .8 mile west of SR-65. As the Project Manager, Ms. Silva oversaw preparation of the PES, which led to a NEPA CE. Several technical studies were required to support the NEPA CE, including studies related to noise, visual resources, biological resources, water quality, hazardous materials, cultural resources, Section 4(f), and farmlands. Environmental compliance was completed in January 2021. Once project design advances, GPA will prepare the regulatory permit applications.

Road D112 Over Bates Slough Replacement, Tulare County (2017-2022). The County of Tulare proposed to replace the existing Road D112 over Bates Slough, located at the southwest boundary of the city of Tulare, approximately .28 mile west of SR-99. As the Project Director, Ms. Silva oversaw the preparation of the PES, which led to a NEPA CE. Several technical studies were required to support the NEPA CE, including studies related to biological resources, water quality, hazardous materials, farmlands, and cultural resources. Environmental compliance was completed during the PA/ED phase, and regulatory permitting was completed during the Plans, Specifications, and Estimate (PS&E) phase of the project.

Road D112 at North Branch Tule River Bridge, Tulare County (2017-2022). The County of Tulare proposed to replace the existing Road D112 Bridge over the north branch of the Tule River. As the Project Director, Ms. Silva conducted a field review with Caltrans and supervised several surveys in the project area. She managed preparation of the Preliminary Environmental Study (PES) leading to a NEPA Categorical Exclusion. Several technical studies were required to support the NEPA Categorical Exclusion, including studies related to biological resources, water quality, noise, and cultural and historic resources. Environmental compliance was completed during the PA/ED phase, and regulatory permitting was completed during the PS&E phase of the project.

Santa Claus Lane Bikeway, Santa Barbara County (2013-2022). Caltrans District 5, in cooperation with the Santa Barbara County of Association of Governments, the City of Carpinteria, and County of Santa Barbara, proposed to construct a Class I bike path on southbound U.S. Highway 101 between Estero Street near the Carpinteria Avenue off-ramp in the City of Carpinteria, and Sand Point Road in Santa Barbara County. Ms. Silva was the project manager directing completion of all environmental and permitting tasks. GPA prepared several technical studies to support conclusions in the environmental analysis, including studies related to biological resources, visual resources, and water quality. GPA oversaw technical studies prepared by subconsultants related to hazardous materials and cultural resources. Ms. Silva was responsible for obtaining a Coastal Development Permit (CDP) from the City of Carpinteria for the portion of bike path under their jurisdiction, and a CDP from Santa Barbara County for the portion under their jurisdiction. She also led the effort to obtain regulatory permits required for the project, and managed all coordination efforts related to required off-site mitigation for coastal wetland impacts. The bike path was opened to the public in June 2023.

SAUL MELGAREJO JR., PLS

Calvada Surveying, Inc. | Project Manager | POC

EDUCATION
BS, Civil Engineering - Geospatial Engineering Emphasis, California State Polytechnic University, Pomona

REGISTRATIONS/CERTIFICATIONS
Professional Land Surveyor, CA P.L.S. No. 9807

PROFESSIONAL AFFILIATIONS
Member of CLSA
Member of ACEC

RELEVANT EXPERIENCE

Palm Desert Groundwater Replenishment Project, Palm Desert, CA (September 2018)
Mr. Melgarejo served as the Project Manager for the topographic survey for Design Purposes of the Coachella Valley Water District (Palm Desert Operations) Owned Facility located at 75525 Hovley Ln E, Palm Desert, CA 92211. The project consisted of providing a full topographic survey of roughly 230 ACRES. Calvada provided Professional Land Surveying Services including Topographic Surveys, Boundary Mapping, Aerial Photogrammetry Survey and Survey Control. The project was completed within 1 month from field to end delivery. The aerial survey was used by Stantec as the basemap for their planning and design.

Coachella Cultivation Farm Projects #1 and #2, Coachella, CA (September 2017)
Mr. Melgarejo served as the Project Manager for the topographic survey for Design Purposes of the Coachella Cultivation Farms Facility located on Harrison Avenue in Coachella, CA. The project consisted of providing a full topographic survey of roughly 34 ACRES. Calvada provided Professional Land Surveying Services including Topographic Surveys, Boundary Mapping, Aerial Photogrammetry Survey and Survey Control. The project was completed within 20 days from field to end delivery. The aerial survey was used by Infrastructure Engineers as the basemap for their planning and design.

OWD - Cottonwood Sewer Pump Station Replacement Project, El Cajon, CA (March 2023)
Calvada provided a topographic and boundary survey of the 1-acre area owned by Otay Water District. The survey was used by Wood Rodgers as their basemap for the new sewer pump station. Mr. Melgarejo managed the project from start to finish.

OWD - 870-1 Reservoir Floating Cover and Liner Replacement, San Diego, CA (April 2022)
Calvada provided a topographic and boundary survey of the 18-acre area owned by Otay Water District. The survey was used by Wood Rodgers as their basemap for the reservoir improvements. Mr. Melgarejo managed the project from start to finish and managed the aerial survey along with the field and office staff.

TOS-25 Stormwater Capture Parks Program – 10 Parks, Hollywood, CA (January 2021)
Mr. Melgarejo was the project manager who, from start to finish, managed the topographic survey of 10 parks located in North Hollywood ranging from 40 - 100 ACRES each in size. The surveys would be used for future stormwater design purposes. The survey included detailed cross sections of the adjacent streets and included topographic information of all the curbs, gutters, flow lines, sidewalks and all visible utilities. The topographic survey also included contours that were utilized by the design group to aid in the design. Project also included right of way boundary based on the existing record maps.

BRIEF BIO

Mr. Melgarejo is a California Licensed Land Surveyor and has worked in the field of land surveying since June of 2006. He is the Project Manager for the Environmental and Engineering Divisions and has managed projects for some of the industry's largest clients such as CH2MHill, TRC and Arcadis. He is experienced in topographic mapping, boundary survey, environmental compliance and analysis as well as High-Definition Laser Scanning. In Mr. Melgarejo's present capacity as Environmental & Topographic/Aerial Survey Project Manager he is responsible for CAD team oversight, QA/QC, Management and Technology development, project coordination, supervision and delivery. He is also responsible for finalizing all project control including aerial targets.

PETERS ENGINEERING GROUP
A CALIFORNIA CORPORATION

JOHN ROWLAND, PE, TE
SENIOR TRAFFIC ENGINEER

Education and Qualifications

Fields of Special Competence	Traffic Signal and Street Lighting Design Traffic Impact Studies Traffic Impact Studies / Traffic Operational Analyses Pavement Delineation / Signage / Traffic Handling
Education	Bachelor of Science - Civil Engineering California State University, Fresno Graduate Courses University of California, Irvine
Registration	Professional Civil Engineer – California 52753 Professional Traffic Engineer – California 2484
Professional Affiliations	American Society of Civil Engineers Institute of Transportation Engineers Tau Beta Pi Engineering Honor Society

Background

Mr. Rowland has over 33 years of experience in the fields of civil and traffic, and has been with Peters Engineering Group for more than 24 years. As the senior traffic engineer for Peters Engineering Group, Mr. Rowland has served as a project manager for numerous commercial, industrial, residential, and public works projects. Mr. Rowland is experienced in traffic engineering design, including traffic signals, street lighting, pavement delineation, signage, and stage construction/traffic handling. Mr. Rowland has been responsible for the design of new traffic signals and modifications of existing traffic signals at hundreds of intersections. Many of the designs have included interconnect and intelligent transportation systems facilities, pedestrian facilities, and flashing beacons. Mr. Rowland's design experience includes many projects requiring Caltrans encroachment permits, including signalization of intersections, modifications of freeway interchanges, and widening of freeway segments.

Recent Experience

11th Avenue and Houston Avenue Traffic Signals, Hanford, California

Mr. Rowland was responsible for design of improvements at the intersection of 11th Avenue and Houston Avenue. The project included the installation of traffic signals, installation of left turn lanes on the eastbound and westbound approaches, and widening of the intersection. Prior to providing the traffic signal plans and specifications, Mr. Rowland developed projections of future traffic volumes and performed traffic analyses with recommendations for the intersection lane geometry, lengths of turn lanes, and traffic signal phasing.

Olive Avenue Street Lighting and Traffic Signal Design, Madera, California

Mr. Rowland was responsible for electrical plans for the widening of Olive Avenue between Gateway Drive and Knox Street. The City of Madera requested recommendations for spacing and illumination of street lights. Mr. Rowland supervised the preparation of isolux diagrams for the street lighting layout. The project included design of new traffic signals at two intersections (Olive / Roosevelt Avenues and Olive Avenue / Knox Street) and design of traffic signal modifications at the intersection of Olive Avenue and Gateway Drive. The project included substantial coordination with the UPRR and preparation of railroad preemption calculations.

Irwin Avenue and Hanford-Armona Road Traffic Signals, Hanford, California

Responsible for design of traffic signals and associated improvements at the intersection of Hanford-Armona Road and Irwin Street. The project included installation of traffic signals, left-turn lanes on the northbound and southbound approaches, and reconstruction of all curb ramps to meet ADA requirements. Prior to providing the traffic signal plans and specifications, Mr. Rowland developed projections of future traffic volumes and performed traffic analyses with recommendations for the intersection lane geometry, lengths of turn lanes, and traffic signal phasing.

13th Avenue and Grangeville Boulevard Traffic Signals, Hanford, California

Mr. Rowland was responsible for traffic signal design services for the improvements at the intersection of 13th Avenue and Grangeville Boulevard. The project included installation of traffic signals and associated civil improvements, including median noses, left-turn lanes, right-turn lanes, curb returns, and curb ramps. Mr. Rowland also performed analyses prior to the design to identify the required intersection configuration and lengths of turn lanes.

Cedar Avenue / Kings Canyon Road Street Lighting, Fresno, California

Responsible for design plans to remove existing street lights on wooden poles with overhead conductors and to replace them with new City-standard street lights on Cedar Avenue south of Kings Canyon Road. The project included modification of traffic signal facilities and coordination with City of Fresno street light maintenance personnel to develop the desired approach acceptable to the City. The City-standard street lights were connected to an existing Tesco meter pedestal serving traffic signals at the intersection.

Temperance and Dakota Avenues Traffic Signals and Street Lighting, Fresno, California

Responsible for design of new traffic signals for the intersection of Temperance and Dakota Avenues, including modification of an existing street lighting system along Dakota Avenue between Temperance and Applegate Avenues. The design included disconnecting an existing street light point of service and serving the street lights from the Tesco meter pedestal serving the new traffic signals.

Castroville Bicycle/Pedestrian Path Lighting - Monterey County, California

Responsible for design of bridge deck lighting, pathway lighting, street lighting, and rectangular rapid flashing beacons for a bridge project over the Union Pacific Railroad.

Branciforte Creek Bridge and Multi-Use Trail Lighting - Santa Cruz, California

Responsible for design of bridge deck lighting and decorative pathway lighting for a bridge project over Branciforte Creek north of Soquel Avenue.

Railroad Safety Trail, Taft to Pepper - San Luis Obispo, California

Responsible for electrical design between California Boulevard and Pepper Street, including bridge lighting and street lighting, for the proposed safety trail and bridge over the Union Pacific Railroad in San Luis Obispo, California. The design included preparation of an isolux diagram on the bridge deck to identify lighting levels and avoid dark areas.

Patrick Boyd, ASLA
Principal Landscape Architect
PO Box 27616 Fresno, California 93729 | Phone: 559.472.9966 x102(w) 559.901.8647(m) |
eMail: patrick@designlab252.com

Education:	BLA – Professional Landscape Architecture, Cal Poly, SLO, 1998
Licensure:	California Licensed Landscape Architect #4682
Experience:	Designlab 252 – Principal Landscape Architect – 12 years
	Quad Knopf – A Private Multidisciplinary A&E Firm – 2 years
	California Department of Transportation (Caltrans) – 8 years
Technical Skills:	**General:** High context planning skills to balance needs with space; multi-generational design; Planting design for lush landscapes that meet strict water usage requirements; MWELO documentation; design for minimum maintenance.
	Specializations include *Transportation design; Interactive water play; design for dogs; creative play design; sustainable design.*
Professional:	American Society of Landscape Architects (ASLA), *Member*
	Historic Preservation Commission, City of Fresno, *Chair*

Mr. Boyd is very familiar with work throughout the State of California in projects that have included all aspects of landscape architecture. His work experience over 20 years has made him a significant asset on multi-disciplinary teams. This deep experience working with other disciplines allows him to contribute throughout the design process and provide input that saves both project time and money. His reputation is for high design aesthetics delivered on time and on budget.

As Principal Landscape Architect at Designlab 252 Patrick has had the opportunity to be lead designer on many successfully completed and on-going State, regional, and local projects including: Veterans Boulevard and Trail, Fresno, CA; Eaton Plaza Master Plan, Fresno, CA; Courthouse Park, Fresno, CA; Herndon Avenue median, Fresno, CA; Various projects at the Fresno Chaffee Zoo (including the new Warthogs exhibit), Fresno, CA; Grundfos Water Conservation/Recovery Project, Fresno, CA; and many others.

10680 WHITE ROCK ROAD,
SUITE 100
RANCHO CORDOVA, CA 95670
T: 916.366.0632

ATTACHMENT “B”

Consultants’ Fee Schedule

10680 White Rock Rd.
Suite 100
Rancho Cordova, CA 95670

T 916.366.0632
TRCcompanies.com

January 1, 2026

HOURLY RATE SCHEDULE
2026-2028

LABOR RATES

Personnel Classification	2026 Hourly Rate	2027 Hourly Rate	2028 Hourly Rate
Principal-In-Charge	$350.00	$360.00	$370.00
Senior Project Manager	$330.00	$340.00	$350.00
Project Manager	$290.00	$300.00	$310.00
Project Engineer	$220.00	$230.00	$240.00
Senior Engineer	$190.00	$200.00	$210.00
Engineer II	$155.00	$160.00	$170.00
Engineer I	$130.00	$135.00	$140.00
CADD Supervisor	$165.00	$170.00	$175.00
CADD Technician	$125.00	$130.00	$135.00
Data Processor/Operator	$90.00	$90.00	$95.00
Administrative Assistant	$90.00	$90.00	$95.00
Intern	$55.00	$55.00	$60.00

Rates are subject to change annually starting on January 1, 2029, with anticipated increases equivalent to the prevailing rate of inflation at such times.

Similarly titled staff will be billed at equivalent rates (e.g. Senior Scientist, Senior Geologist, Senior Environmental Planner, etc. will be billed at the hourly rate for a Senior Engineer)

DIRECT EXPENSE UNIT RATES

Mileage: Current IRS Mileage Rate
Per Diem: Current State of CA DPA Rates
Subconsultants: 5% markup, unless prohibited

Other direct costs including travel, lodging, telephone, fax, reproduction, and postage will be billed at actual cost. Rental cars may be used, in which case such rental charges and fuel would be billed in lieu of mileage.

This proposal expressly excludes any and all taxes, tariffs, duties, and other similar charges or fees imposed by any governmental authority (collectively, "Taxes and Tariffs"). The prices and fees quoted in TRC's proposal do not include any such Taxes and Tariffs. The Client shall be solely responsible for the payment of all applicable Taxes and Tariffs arising from or related to the work contemplated by this proposal. If TRC or its subcontractors are required to pay Taxes and Tariffs on behalf of the Client, the Client shall promptly reimburse TRC for the full invoiced amount thereof.

Prevailing Wage Rate Schedule (2024)

Item Description	Unit	Unit Price
Field Support		
Field Survey Crew & Equipment (Prevailing Wage)*	Hour	$375.00
Round Trip Travel Time & Costs	Hour	$160.00
Office Support		
Principal	Hour	$265.00
Director Surveying/Professional Land Surveyor	Hour	$225.00
Senior Project Manager	Hour	$190.00
Project Surveyor	Hour	$175.00
GPS Post Processing	Hour	$165.00
Survey Technician	Hour	$160.00
Drafting/AutoCAD Technician	Hour	$125.00
Accounting / Clerical	Hour	$87.00
Reimbursable Costs		
In-House Reproductions		Cost + 15%
Printing and Materials		Cost + 15%
Parking and Tolls		Cost + 15%
Express Mail, Courier, Next Day Service		Cost + 15%
Special Sub-Consultant Services (GPR, etc.)		Cost + 10%
Miscellaneous Services		
Per Diem (when required)	Day	Per GSA Schedule
Consultation in Connection with Litigation	Hour	$450.00
Transportation (per 2024 IRS Mileage Rate)	Mile	$0.655
Overtime and Saturday Rates		
	Hour	1.5 times Hourly Rate

Hourly rates good for 2024.

*4 or 8 Hour Minimum

Prevailing Wage Rate Schedule (2025)

Item Description	Unit	Unit Price
Field Support		
Field Survey Crew & Equipment (Prevailing Wage)*	Hour	$385.00
Round Trip Travel Time & Costs	Hour	$165.00
Office Support		
Principal	Hour	$273.00
Director Surveying/Professional Land Surveyor	Hour	$232.00
Senior Project Manager	Hour	$195.00
Project Surveyor	Hour	$180.00
GPS Post Processing	Hour	$170.00
Survey Technician	Hour	$165.00
Drafting/AutoCAD Technician	Hour	$130.00
Accounting / Clerical	Hour	$90.00
Reimbursable Costs		
In-House Reproductions		Cost + 15%
Printing and Materials		Cost + 15%
Parking and Tolls		Cost + 15%
Express Mail, Courier, Next Day Service		Cost + 15%
Special Sub-Consultant Services (GPR, etc.)		Cost + 10%
Miscellaneous Services		
Per Diem (when required)	Day	Per GSA Schedule
Consultation in Connection with Litigation	Hour	$465.00
Transportation (per 2025 IRS Mileage Rate)	Mile	TBD
Overtime and Saturday Rates		
	Hour	1.5 times Hourly Rate

Hourly rates good for 2025.

*4 or 8 Hour Minimum

Prevailing Wage Rate Schedule (2026)

Item Description	Unit	Unit Price
Field Support		
Field Survey Crew & Equipment (Prevailing Wage)*	Hour	$398.00
Round Trip Travel Time & Costs	Hour	$170.00
Office Support		
Principal	Hour	$281.00
Director Surveying/Professional Land Surveyor	Hour	$239.00
Senior Project Manager	Hour	$202.00
Project Surveyor	Hour	$186.00
GPS Post Processing	Hour	$175.00
Survey Technician	Hour	$170.00
Drafting/AutoCAD Technician	Hour	$133.00
Accounting / Clerical	Hour	$92.00
Reimbursable Costs		
In-House Reproductions		Cost + 15%
Printing and Materials		Cost + 15%
Parking and Tolls		Cost + 15%
Express Mail, Courier, Next Day Service		Cost + 15%
Special Sub-Consultant Services (GPR, etc.)		Cost + 10%
Miscellaneous Services		
Per Diem (when required)	Day	Per GSA Schedule
Consultation in Connection with Litigation	Hour	$477.00
Transportation (per 2025 IRS Mileage Rate)	Mile	TBD
Overtime and Saturday Rates		
	Hour	1.5 times Hourly Rate

Hourly rates good for 2026.

*4 or 8 Hour Minimum

Prevailing Wage Rate Schedule (2027)

Item Description	Unit	Unit Price
Field Support		
Field Survey Crew & Equipment (Prevailing Wage)*	Hour	$410.00
Round Trip Travel Time & Costs	Hour	$175.00
Office Support		
Principal	Hour	$290.00
Director Surveying/Professional Land Surveyor	Hour	$246.00
Senior Project Manager	Hour	$208.00
Project Surveyor	Hour	$191.00
GPS Post Processing	Hour	$180.00
Survey Technician	Hour	$175.00
Drafting/AutoCAD Technician	Hour	$137.00
Accounting / Clerical	Hour	$95.00
Reimbursable Costs		
In-House Reproductions		Cost + 15%
Printing and Materials		Cost + 15%
Parking and Tolls		Cost + 15%
Express Mail, Courier, Next Day Service		Cost + 15%
Special Sub-Consultant Services (GPR, etc.)		Cost + 10%
Miscellaneous Services		
Per Diem (when required)	Day	Per GSA Schedule
Consultation in Connection with Litigation	Hour	$492.00
Transportation (per 2025 IRS Mileage Rate)	Mile	TBD
Overtime and Saturday Rates		
	Hour	1.5 times Hourly Rate

Hourly rates good for 2027.

*4 or 8 Hour Minimum

Prevailing Wage Rate Schedule (2028)

Item Description	Unit	Unit Price
Field Support		
Field Survey Crew & Equipment (Prevailing Wage)*	Hour	$422.00
Round Trip Travel Time & Costs	Hour	$180.00
Office Support		
Principal	Hour	$298.00
Director Surveying/Professional Land Surveyor	Hour	$253.00
Senior Project Manager	Hour	$214.00
Project Surveyor	Hour	$197.00
GPS Post Processing	Hour	$186.00
Survey Technician	Hour	$180.00
Drafting/AutoCAD Technician	Hour	$141.00
Accounting / Clerical	Hour	$98.00
Reimbursable Costs		
In-House Reproductions		Cost + 15%
Printing and Materials		Cost + 15%
Parking and Tolls		Cost + 15%
Express Mail, Courier, Next Day Service		Cost + 15%
Special Sub-Consultant Services (GPR, etc.)		Cost + 10%
Miscellaneous Services		
Per Diem (when required)	Day	Per GSA Schedule
Consultation in Connection with Litigation	Hour	$506.00
Transportation (per 2025 IRS Mileage Rate)	Mile	TBD
Overtime and Saturday Rates		
	Hour	1.5 times Hourly Rate

Hourly rates good for 2028.

*4 or 8 Hour Minimum

EXHIBIT 10-H2 COST PROPOSAL
SPECIFIC RATE OF COMPENSATION
"ON-CALL" A&E Design & Related Project Development & Construction Support Services

Contract #
Attachment: 2
Sub-Consultant: **Designlab 252**
Date: 09-04-2024

	Fringe Ben. %		Overhead %		General Administration %		Combined %
NORMAL	SAFE HARBOR RATE	+		+		=	**120.00%**
PROJECT SPECIFIC "STAFF ASSISTANCE" *See footnote 6		+		+		=	**120.00%**

FEE **10.00%**

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Classification		Loaded Hourly Billing Rates			Effective Date of hourly rate		% or $ Increase	Actual/ average hrly rate	Hourly range for class
		Straight	OT(1.5x)	OT(2x)	From	To			
Patrick Boyd, RLA	Landscape Planting & Irrigation	$ 185.11	NC	NC	01/01/24	12/31/24	0.00%	**$ 76.49**	
	Sr. Landscsape Architect	$ 186.96	NC	NC	01/01/25	12/31/25	**1.00%**	$ 77.25	n/a
		$ 189.29	NC	NC	01/01/26	12/31/26	1.25%	$ 78.22	
		$ 192.13	NC	NC	01/01/27	12/31/27	1.50%	$ 79.39	
		$ 195.98	NC	NC	01/01/28	12/31/28	2.00%	$ 80.98	
(Exempt) Salary		$ 199.90	NC	NC	01/01/29	12/31/29	2.00%	$ 82.60	
Scott Mears	Landscape Planting & Irrigation	$ 176.15	NC	NC	01/01/24	12/31/24	0.00%	**$ 72.79**	
	Contract/Project Manager	$ 177.91	NC	NC	01/01/25	12/31/25	**1.00%**	$ 73.52	n/a
		$ 180.14	NC	NC	01/01/26	12/31/26	1.25%	$ 74.44	
		$ 182.84	NC	NC	01/01/27	12/31/27	1.50%	$ 75.55	
		$ 186.50	NC	NC	01/01/28	12/31/28	2.00%	$ 77.06	
(Exempt) Salary		$ 190.23	NC	NC	01/01/29	12/31/29	2.00%	$ 78.61	
Konni Jones, CID	Landscape Planting & Irrigation	$ 179.66	NC	NC	01/01/24	12/31/24	0.00%	**$ 74.24**	
	Landscape Technician	$ 181.46	NC	NC	01/01/25	12/31/25	**1.00%**	$ 74.98	n/a
	Certified Irrigation Designer	$ 183.73	NC	NC	01/01/26	12/31/26	1.25%	$ 75.92	
		$ 186.48	NC	NC	01/01/27	12/31/27	1.50%	$ 77.06	
		$ 190.21	NC	NC	01/01/28	12/30/28	2.00%	$ 78.60	
(Exempt) Salary		$ 194.02	NC	NC	12/31/28	12/31/29	2.00%	$ 80.17	

1. For all key team members that are listed on the Prime Consultant's Organization Chart, list the name and corresponding job classification. For all other employees (i.e. support staff/non-professional) list only the job classification. Teams members subject to FLSA are not eligible for overtime.
2. For named employees enter the actual hourly rate. For classifications only, list the average hourly rate for that classification.
3. Note employees/classifications that are subject to prevailing wage requirements with an asterisk (*).
4. Caltrans Contract Manager's pre-approval is required for any addition of staff not listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rate on xx/xx/xx. Future escalations, if any, will be calculated and reimbursed in accordance with the percentage escalations agreed to in this cost proposal.
5. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.

ADM 2033 ODCs (Rev. 10/12)

SCHEDULE OF OTHER DIRECT COST ITEMS

Contract #:

Subconsultant: Designlab 252								
DESCRIPTION OF ITEMS	UNIT	COST						
Printing and Reproductions								
A. In-house Printing	N.C.	N.C.						
B. Outside Vendor Printing	EA	Actual *						
Computer & Software								
A. In-house Use	N.C.	N.C.						
B. At CT offices only, per Task Order and Contract Manager when no equipment assigned by CT	EA	Actual *						
Vehicle Expenses								
A. Mileage	mile	**						
B. Vehicle		Actual ****						
Delivery Services								
A. Overnight Mail Service	EA	Actual *						
B. Courier Service	EA	Actual *						
Communications								
A. Cellular Phone-monthly charges	EA	$35 ***						
B.								
Miscellaneous								
A. Travel Expenses **		**						
B. Construction Instruments	N.C.	N.C.						
C. Film Camera, Film and Developing	N.C.	N.C.						
D. Digital Camera Equipment	N.C.	N.C.						
E. Field Personnel Safety Equipment	N.C.	N.C.						
F. Office Supplies (only applicable when employee assigned to CT Office)	EA	Actual *						

N.C. denotes No Charge

(*) Actual cost per lease/access/purchase or other vendor arrangement with State authorization. Actual cost are competitive prices from appriopriate vendors in their respective industries

(**) Pre-Approved Travel and Per-Diem Costs to be reimbursed shall be the Actual Costs, but Not to Exceed the rates stipulated in the department of transportation "Caltrans Travel Guide, Consultant/Contractors Travel Policy".

(***) Cellular cost is fixed at $35 amount maximum per month.

(****) If CT requires an on call person to augment a survey crew and the person needs a vehicle per Task Order and Contract Manager.

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant GPA Consulting ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. City of Hanford On-Call Contract No. _____ Participation Amount $ TBD Date 9/11/2024

	Fringe Benefit %		General & Admninistrative %		Combined Indirect Cost Rate (ICR) %
For Combined Rate	44.00%	+	97.93%	=	141.93%
			OR		
For Home Office Rate	0.00%	+	0.00%	=	0.00%
For Field Office Rate	0.00%	+	0.00%	=	0.00%

	Fee	=	12%

BILLING INFORMATION / **CALCULATION INFORMATION**

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual **or** Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
Erinn Silva* Principal Environmental Planner	$ 240.99	N/A	N/A	7/1/2024	6/30/2025	$ 88.94		Not Applicable
	$ 253.04	N/A	N/A	7/1/2025	6/30/2026	$ 93.39	5.00%	
	$ 265.70	N/A	N/A	7/1/2026	6/30/2027	$ 98.06	5.00%	
	$ 278.98	N/A	N/A	7/1/2027	6/30/2028	$ 102.96	5.00%	
Marya Samuelson* Senior Environmental Planner	$ 172.60	N/A	N/A	7/1/2024	6/30/2025	$ 63.70		Not Applicable
	$ 181.23	N/A	N/A	7/1/2025	6/30/2026	$ 66.89	5.00%	
	$ 190.29	N/A	N/A	7/1/2026	6/30/2027	$ 70.23	5.00%	
	$ 199.81	N/A	N/A	7/1/2027	6/30/2028	$ 73.74	5.00%	
Principal (Environmental Planner, Architectural Historian, Biologist)	$ 270.96	$ 406.44	$ 541.92	7/1/2024	6/30/2025	$ 100.00		$ 79.00 - $ 121.00
	$ 284.51	$ 426.76	$ 569.02	7/1/2025	6/30/2026	$ 105.00	5.00%	$ 82.95 - $ 127.05
	$ 298.74	$ 448.10	$ 597.47	7/1/2026	6/30/2027	$ 110.25	5.00%	$ 87.10 - $ 133.40
	$ 313.67	$ 470.51	$ 627.34	7/1/2027	6/30/2028	$ 115.76	5.00%	$ 91.45 - $ 140.07
Senior Associate (Environmental Planner, Architectural Historian, Biologist)	$ 210.00	$ 314.99	$ 419.99	7/1/2024	6/30/2025	$ 77.50		$ 60.00 - $ 95.00
	$ 220.50	$ 330.74	$ 440.99	7/1/2025	6/30/2026	$ 81.38	5.00%	$ 63.00 - $ 99.75
	$ 231.52	$ 347.28	$ 463.04	7/1/2026	6/30/2027	$ 85.44	5.00%	$ 66.15 - $ 104.74
	$ 243.10	$ 364.64	$ 486.19	7/1/2027	6/30/2028	$ 89.72	5.00%	$ 69.46 - $ 109.97

Senior (Environmental Planner, Architectural Historian, Biologist, GIS Analyst)	$ 150.38	$ 225.58	$ 300.77	7/1/2024	6/30/2025	$ 55.50		$ 45.00 -	$ 66.00
	$ 157.90	$ 236.85	$ 315.81	7/1/2025	6/30/2026	$ 58.28	5.00%	$ 47.25 -	$ 69.30
	$ 165.80	$ 248.70	$ 331.60	7/1/2026	6/30/2027	$ 61.19	5.00%	$ 49.61 -	$ 72.77
	$ 174.09	$ 261.13	$ 348.18	7/1/2027	6/30/2028	$ 64.25	5.00%	$ 52.09 -	$ 76.40
Associate (Environmental Planner, Architectural Historian, Biologist, GIS Analyst/Biologist)	$ 104.32	$ 156.48	$ 208.64	7/1/2024	6/30/2025	$ 38.50		$ 31.00 -	$ 46.00
	$ 109.54	$ 164.30	$ 219.07	7/1/2025	6/30/2026	$ 40.43	5.00%	$ 32.55 -	$ 48.30
	$ 115.01	$ 172.52	$ 230.03	7/1/2026	6/30/2027	$ 42.45	5.00%	$ 34.18 -	$ 50.72
	$ 120.76	$ 181.15	$ 241.53	7/1/2027	6/30/2028	$ 44.57	5.00%	$ 35.89	$ 53.25
Environmental Planner	$ 86.71	$ 130.06	$ 173.42	7/1/2024	6/30/2025	$ 32.00		$ 26.00 -	$ 38.00
	$ 91.04	$ 136.56	$ 182.09	7/1/2025	6/30/2026	$ 33.60	5.00%	$ 27.30 -	$ 39.90
	$ 95.60	$ 143.39	$ 191.19	7/1/2026	6/30/2027	$ 35.28	5.00%	$ 28.67 -	$ 41.90
	$ 100.38	$ 150.56	$ 200.75	7/1/2027	6/30/2028	$ 37.04	5.00%	$ 30.10 -	$ 43.99
Biologist	$ 86.71	$ 130.06	$ 173.42	7/1/2024	6/30/2025	$ 32.00		$ 26.00 -	$ 38.00
	$ 91.04	$ 136.56	$ 182.09	7/1/2025	6/30/2026	$ 33.60	5.00%	$ 27.30 -	$ 39.90
	$ 95.60	$ 143.39	$ 191.19	7/1/2026	6/30/2027	$ 35.28	5.00%	$ 28.67 -	$ 41.90
	$ 100.38	$ 150.56	$ 200.75	7/1/2027	6/30/2028	$ 37.04	5.00%	$ 30.10 -	$ 43.99
Project Coordinator	$ 100.26	$ 150.38	$ 200.51	7/1/2024	6/30/2025	$ 37.00		$ 31.00 -	$ 43.00
	$ 105.27	$ 157.90	$ 210.54	7/1/2025	6/30/2026	$ 38.85	5.00%	$ 32.55 -	$ 45.15
	$ 110.53	$ 165.80	$ 221.06	7/1/2026	6/30/2027	$ 40.79	5.00%	$ 34.18 -	$ 47.41
	$ 116.06	$ 174.09	$ 232.12	7/1/2027	6/30/2028	$ 42.83	5.00%	$ 35.89 -	$ 49.78
Architectural Historian II	$ 86.71	$ 130.06	$ 173.42	7/1/2024	6/30/2025	$ 32.00		$ 26.00 -	$ 38.00
	$ 91.04	$ 136.56	$ 182.09	7/1/2025	6/30/2026	$ 33.60	5.00%	$ 27.30 -	$ 39.90
	$ 95.60	$ 143.39	$ 191.19	7/1/2026	6/30/2027	$ 35.28	5.00%	$ 28.67 -	$ 41.90
	$ 100.38	$ 150.56	$ 200.75	7/1/2027	6/30/2028	$ 37.04	5.00%	$ 30.10 -	$ 43.99
Architectural Historian I	$ 65.03	$ 97.55	$ 130.06	7/1/2024	6/30/2025	$ 24.00		$ 21.00 -	$ 27.00
	$ 68.28	$ 102.42	$ 136.56	7/1/2025	6/30/2026	$ 25.20	5.00%	$ 22.05 -	$ 28.35
	$ 71.70	$ 107.54	$ 143.39	7/1/2026	6/30/2027	$ 26.46	5.00%	$ 23.15 -	$ 29.77
	$ 75.28	$ 112.92	$ 150.56	7/1/2027	6/30/2028	$ 27.78	5.00%	$ 24.31 -	$ 31.26

(Add pages as necessary)

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**).All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended.

3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant GPA Consulting ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Project No. City of Hanford On-Call Contract No. _____ Date 9/11/2024

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				At Cost
Project Materials, Equipment Rental and Supplies				At Cost
Reproduction, Printing, Photographic Costs				At Cost
Postage, Courier Services, Overnight Mailing				At Cost
Travel - Meals & Incidentals				At Cost
Travel - Lodging, Rental Vehicle, Fuel, Parking, Tolls				At Cost
Travel - Transportation/Commute Fares				At Cost
Research Fees, Record Searches, Permit Fees				At Cost
Subconsultants				At Cost
Miscellaneous Costs				At Cost
Subconsultant 1:				At Cost
Subconsultant 2:				At Cost
Subconsultant 3:				At Cost
Subconsultant 4:				At Cost
Subconsultant 5:				At Cost

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should besupported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehiclesthat could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration ofEngineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Richard Galvin Title *: Vice President

Signature : Date of Certification (mm/dd/yyyy): 9/11/2024

Email: richard@gpaconsulting-us.com Phone Number: 310-792-2690

Address: 840 Apollo Street, Suite 312, El Segundo, CA 90245

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Environmental Consulting Services

PETERS ENGINEERING GROUP
A CALIFORNIA CORPORATION

HOURLY RATE SCHEDULE
(Effective 1/1/26 to 12/31/28)

CLASSIFICATION	2026 RATE	2027 RATE	2028 RATE
Principal Civil Engineer	$250/hr	$260hr	$270/hr
Senior Civil Engineer	$230/hr	$240/hr	$250/hr
Associate Civil Engineer	$200/hr	$208/hr	$216/hr
Staff Engineer	$175/hr	$182/hr	$189/hr
Technician/Inspector	$150/hr	$156/hr	$162/hr
Clerical	$100/hr	$104/hr	$108/hr
Litigation Support	$500/hr	$520/hr	$540/hr

REIMBURSABLES SCHEDULE
(Effective 1/1/26 to 12/31/28)

DESCRIPTION	RATE
Mileage	Federal Rate
Travel Subsistence	Actual Cost + 10%
Postage	Actual Cost + 10%
Reproduction	Actual Cost + 10%
Subconsultant	Actual Cost + 10%

Work requiring an accelerated schedule is subject to a 25% labor surcharge. Peters Engineering Group will furnish monthly billing for work performed in accordance with previously authorized fees and the above fee schedule. Payments shall be due upon presentation and no later than 30 days from the date of original invoice. Finance charges will apply to unpaid balances.

ATTACHMENT "C"

Consultants' Annual Certification of Indirect Costs and Financial Management System

INSPECTOR GENERAL

Financial Document Review (FDR) Request Form

- To be completed by Local Public Agencies (LPA) - one per contract.
- For new proposed Architectural & Engineering (A&E) consultant LPA contracts of $1 million or greater.
- For amendments, use only when there are additional subconsultants or changes in Indirect Cost Rate (ICR).

Email to:
conformance.review@dot.ca.gov
California State Department of Transportation
Independent Office of Audits and Investigations
Attention: Financial Document Review Manager

Date: 1/14/2026

Federal/State Project Number: TBD

Check one: New Contract ✓ Amendment ☐ Other ☐ _____

A&E Contract Number: 2025-02 Total Contract or Amended Amount of: 1900000

Prime Consultant Full Legal Name: TRC Companies, Inc. Environmental and Infrastructure Sector

Project Description:

City of Hanford Grangeville Boulevard/BNSF Grade Separation Project Development Phase

List prime consultant and all Safe Harbor Rate (SHR) applicants below. In addition, list all subconsultants with estimated contract costs of $500,000 and above on this contract. Prime consultants must have a CPA audited ICR report and schedule. (Add pages if necessary.)

Consultant's Legal Name	Estimated Participation Amount	Category	CT ID# (if available)
TRC...- Listed Above	800,000	N/A	L2025-2010
Design Lab 252	$15,000	2	
Peters Engineering Group	$60,000	2	

I verify we received financial documents from the prime and subconsultants based on the requirements specified in this form's checklist seen on following page.

Name (Print): _____ Title: _____

Signature: _____

Name of Local Agency and Department: City of Hanford Dept. of Pubic Works

Address: 900 S. 10th Avenue, Hanford, CA 93230

Phone: (559) 585-2555 Email: ldock@hanfordca.gov

CHECKLIST

FDR Requirements for A&E Consultant Indirect Cost Rate

- Requirements for total contract amount equal to or greater than $1,000,000.
- Prime and all subconsultant(s) with estimated contract costs of $500,000 and above must provide the documents marked below based on their applicable category.

Instructions

- LPAs are required to complete this form and include all applicable required documents upon submission.
- For financial document packages received between July 1, 2024 through June 30, 2025, the 2023 or newer ICR must be submitted.
- CT ID#: This is an identification number issued by Caltrans upon review and acceptance of consultant's ICR(s) schedule for a specific fiscal year. The CT ID# ICR fiscal year end (FYE) must agree with the period when this form and financial documents are submitted as described above. Consultants with a current CT ID# shall include the CT ID# on page 1 of this form and select N/A as the Category; no additional documents are required at this time.

Please note: Items on this checklist may not be all inclusive. IOAI reserves the right to request additional documents as deemed necessary.

Type of Financial Documents and Information for ICR FYE Proposed by Consultant	**CATEGORY 1:** Cognizant Approval Letter from an approved reviewing agency for ICR FYE Proposed	**CATEGORY 2:** Requesting Safe Harbor Rate	**CATEGORY 3:** CPA Audited ICR Report	**CATEGORY 4:** Participation Amount of $500K or Greater and No CPA Report
Certification of Indirect Costs and Financial Management System Form	☑	☐	☑	☑
CPA Audited ICR Report and Schedule (Prime Consultant must have a CPA Audited ICR Schedule)	☐	☐	☑	☐
ICR Schedule with FAR References for Disallowed Costs (a)	☑	☐	☑	☑
Cognizant Approval Letter for the ICR FYE proposed	☑	☐	☐	☐
AASHTO Internal Control Questionnaire Appendix B	☑	☐	☑	☑

(a) See Table 8-1 of the AASHTO Audit Guide for a listing of common unallowable costs.

Type of Financial Documents and Information for ICR FYE Proposed by Consultant	**CATEGORY 1:** Cognizant Approval Letter from an approved reviewing agency for ICR FYE Proposed	**CATEGORY 2:** Requesting Safe Harbor Rate	**CATEGORY 3:** CPA Audited ICR Report	**CATEGORY 4:** Participation Amount of $500K or Greater and No CPA Report
Post-Closing Trial Balance and Supplemental Reconciliation Schedule (to tie the proposed ICR Schedule to the Trial Balance)	☐	☐	☐	☑
Uncompensated Overtime Adjustments	☐	☐	☐	☑
Executive Compensation Analysis (ECA)	☐	☐	☐	☑
Safe Harbor Rate: Consultant Certification of Eligibility of Contract Costs and Financial Management System	☐	☑	☐	☐

Some or all of the documents listed below may be requested:

- Prior Year ICR Schedule
- Related Party Rent Analysis
- Chart of Accounts
- Income Statement
- Vacation/Sick Policy
- Bonus Policy
- Vehicle, Equipment, and Other Direct Costs Schedules

The following documents can be retrieved from https://oig.dot.ca.gov/resources:

- Certification of Indirect Costs and Financial Management System
- AASHTO Internal Control Questionnaire Appendix B
- Safe Harbor Rate – Consultant Certification of Eligibility of Contract Costs and Financial Management System

Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: TRC Engineers, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: _____ Or

Home Office Rate: 168.14 and Field Office Rate (if applicable): 138.35

Facilities Capital Cost of Money (if applicable): 0.41

Fiscal Period:* 07/01/2023-06/30/2024

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount 649,920,340.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 41
- Years of consultant's experience with 48 CFR Part 31 is 56
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐	Local Govt ICR Audit ☐	Caltrans ICR Audit ☐
CPA ICR Audit ☑	Federal Govt ICR Audit ☐	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:** Jill L. Jelley

Title**: Vice President, Assistant Controller

Signature: Jill Jelley Digitally signed by Jill Jelley DN: cn=Jill Jelley gn=Jill Jelley c=US United States l=US United States o=TRC Companies, Inc. ou= e=jjelley@trccompanies.com Reason: I am approving this document Location: Date: 2026-01-09 17:25-05:00

Date: 01/09/2026

Phone**: (860) 298-6293

Email**: jjelley@trccompanies.com

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

Jelley, Jill

From: PANG, MELODY@DOT <Melody.Pang@dot.ca.gov>
Sent: Tuesday, April 29, 2025 4:25 PM
To: Abu-Hamid, Linda
Cc: Dagher, Ghassan; Polgar, Robert E@DOT
Subject: RE: [EXTERNAL] Re: IQON RE: Financial Documents Review on contract 07A6021 | P1410-0564

This is an **External** email. Do not click links or open attachments unless you validate the sender and know the content is safe.

ALWAYS hover over the link to preview the actual URL/site and confirm its legitimacy.

Hi Linda,
Please note that TRC's most current acceptance ID# L2025-2010, ICR is 168.14% (H), 138.35% (F), FCCM: 0.41% for FY 7/01/23-6/30/24. Thank you.

Melody Pang
Associate Management Auditor

Melody.Pang@dot.ca.gov : oig.dot.ca.gov
ph: 916-926-8270

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

From: Abu-Hamid, Linda <LAbu-Hamid@trccompanies.com>
Sent: Tuesday, April 29, 2025 11:03 AM
To: Polgar, Robert E@DOT <robert.polgar@dot.ca.gov>
Cc: Dagher, Ghassan <GDagher@trccompanies.com>; PANG, MELODY@DOT <Melody.Pang@dot.ca.gov>; Magana, Gilbert@DOT <Gilbert.Magana@dot.ca.gov>
Subject: Re: [EXTERNAL] Re: IQON RE: Financial Documents Review on contract 07A6021 | P1410-0564

EXTERNAL EMAIL. Links/attachments may not be safe.

Hi Robert,

21 Griffin Road North
Windsor, CT 06095

860.298.9692 PHONE
860.298.6399 FAX

www.trcsolutions.com

Prevailing Wage Policy:

The Company performs work subject to prevailing wage, and employees are paid directly prevailing wage compensation, including deltas, according to the employee labor category and the wage determination issued by California Department of Industrial Relations.

The Company has elected to use the Direct Labor Cost method to account for prevailing wage delta cost to establish Fringe Benefit and General Overhead Rates as detailed in the following document included with the Cost Proposal.

> *Statement of Direct Labor, Fringe Benefits & General Overhead and Independent Auditor's Report for TRC Companies, Inc. dated June 30, 2023. Reference is made to Page 7 of this document, footnote (16), California Prevailing Wage Deltas.*

The Company uses the same accounting method as noted to establish both the Fringe Benefit and General Overhead Rates, and subsequently the method has been elected in accounting for related Delta Base and Delta Fringe.

To the best of my knowledge, under the penalty of perjury, the statements above are true and correct.

Jill Jelley

Digitally signed by Jill Jelley
DN: cn=Jill Jelley gn=Jill Jelley c=US United States l=US United States e=jjelley@trccompanies.com
Reason: I have reviewed this document
Location:
Date: 2025-01-22 13:08-05:00

Jill L. Jelley, Assistant Controller, TRC Companies, Inc.

Date: January 22, 2025

California Safe Harbor Indirect Cost Rate Program

Consultant Firm Certification of Eligibility and Certification of Financial Management System

Consultant Firm Name Designlab 252

Local Agency (if applicable) _____

Contract Number / Federal Project Number _____

Contract Total $ _____

For Subconsultant Firms – estimated % of work to be performed TBD %

Safe Harbor Indirect Cost Rate (SHR): **Home: 120% and/or Field: 90%**
Field SHR will be utilized for contracts where the work deliverables are not completed from the consultant offices (i.e. Construction Inspection, Material Testing, Sources Inspection, others).

Consultant Firm Certification of Eligibility

I, the undersigned, certify that I am eligible to use the Safe Harbor indirect cost rate as I:

1. Am not a Prime Consultant Firm on a Caltrans contract > $3.5M, or
   Local Government contract > $1M, regardless of the participation amount.
2. Have not used SHR for more than three (3) years since entering the program on a state or federally funded contract.

   AND

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant ICR.
2. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate.

Certification of Financial Management System

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor indirect cost rate requirements and financial reporting, accounting records, internal and budget control as set forth in 2 CFR 200, Subpart D. These standards require consulting firms have an accounting system

adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs and remove unallowable costs.

Print Name Patrick Boyd

Signature
(Electronic Signature Allowed)

Title Principal Landscape Architect

Date Completed 01/09/2026

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

Definition of Terms

Direct Cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objectives, 48 CFR 31.202.

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective but is identified with two or more final cost objectives or with at least one intermediate cost objective, 48 CFR 31. 203.

References

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles.
Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards.
Title is 2 CFR 200 Subpart D, Standards for Financial and Program Management.
Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts.
Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services.
American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition).

Caltrans Contract

If participating on a Caltrans Contract, also attach a completed copy of the following Safe Harbor Indirect Cost Rate Questionnaire for Evaluating Consultant Firm's Financial Management System.

Questionnaire for Evaluating Consultant Firm's Financial Management System

Consultant Firm Name Designlab 252

Firm Headquarters Address 1547 E. Pryor Dr. Fresno, CA 93720

Accounting Records

- Location where Accounting records are held 2530 Sample Ave, Clovis, CA 93611
- Name and Title Konni Jones, COO
- Email and Phone konni@designlab252.com | 559.999.7513
- Mailing Address P.O. Box 27616 Fresno, CA 93729

To be eligible for Safe Harbor indirect cost rate (SHR), the Consultant Firm's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR 31 for the different business segments.

Instructions

1. Answer all questions and provide an explanation and additional supporting documentation where requested.
2. If additional space is required, please attach a separate sheet and refer to items being answered by number.

Has the Firm developed an indirect cost rate in the past? Yes ____ No X

If "Yes", you are NOT ELIGIBLE to use the SHR.
DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an ICR Schedule.

Is the Firm a Prime Consultant Firm on a Caltrans contract > $3.5M Yes ____ No X
Or Local Government contract > $1M, regardless of the participation Amount?
If "Yes", you are NOT ELIGIBLE to use the SHR.
DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an AUDITED ICR Report.

California Safe Harbor Indirect Cost Rate Program

1. What form of business entity is the Firm?

   Sole Proprietorship ___ Partnership ____ C Corporation __ S Corporation X

   Other _____

2. What types of services will the Firm provide for this contract? (Select all that apply.)

   Architectural and Engineering Services X Program Management ____

   Preliminary Engineering ____ Design Engineering ____

   Surveying ____ Feasibility Studies ____

   Mapping or Architectural Related Services ____ Other _____

3. Does the Firm have prior government contracting experience? Yes X No ____

4. Does the general ledger contain separate direct and indirect accounts for the following?

   Labor Yes ___ No X Non-Labor Yes ____ No X

5. Does the company have a system in place to identify and remove form the indirect cost pools all unallowable cost? Yes X No ____

6. Does the firm assign a unique identification/project number in your accounting system for each contract/project?

   Yes X No _____

7. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets with unique reporting codes?

   Yes X No _____

8. Do you have written policies on the following cost categories?

Accounting	Yes ___	No X	Overtime	Yes X	No ___		
Billing	Yes ___	No X	Direct/Indirect Expenses	Yes ___	No X		
Timesheet Preparation	Yes X	No ___	Prevailing Wage	Yes X	No ___		
Bonus	Yes X	No ___					

9. What types of employee status will the Firm provide for this contract?

Non-exempt ____ Exempt-salaried X Exempt-hourly ___ Contract Employee ___

Other _____

10. Does the Firm pay overtime for exempt employees?

Yes _____ No X

11. Besides labor, does the Firm normally bill/invoice the following as direct contract/project costs? (Select all that apply)

Vehicle	_____	Shipping	_____
Computer/CADD	_____	Lab	_____
Printing	_____	Travel	_____
Specialty Equipment (List below)	____	Other (List below)	_____

_____ _____

12. Are mileage logs maintained for all vehicles? If no, please explain below.

Explanation _____
Designlab 252 owns no vehicles. Mileage is tracked only when used for allowable contract work.

Where is the vehicle stored after work? na

Does employee use vehicle for personal use? Yes _____ No NA

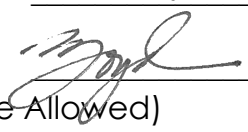
What is the recovery/billing rate used for Firm or personal vehicle mileage reimbursement?

$ .55 per mile

California Safe Harbor Indirect Cost Rate Program

I certify that to the best of my knowledge and belief the responses to this questionnaire are accurate.

Print Name Patrick Boyd

Signature 
(Electronic Signature Allowed)

Title Principal Landscape Architect

Date Completed 01/09/2026

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

September 4, 2024

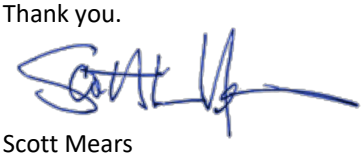
Mr. Mark Imbriani, PE
Vice President/Project Manager
TRC
10680 White Rock Road
Rancho Cordova, CA 95670

RE: City of Hanford A&E Consultant Services RFQ

Mr. Imbriani:

Designlab 252 does not do work subject to prevailing wage and is not subject to prevailing wage requirements under the State of California regulations and therefore is registered with the DIR.

Thank you.



Scott Mears
President

p: 559.999.4397
e: scott@designlab252.com

California Safe Harbor Indirect Cost Rate Program

Consultant Firm Certification of Eligibility and Certification of Financial Management System

Consultant Firm Name Peters Engineering Group

Local Agency (if applicable) City of Hanford

Contract Number / Federal Project Number TBD

Contract Total $ TBD

For Subconsultant Firms – estimated % of work to be performed TBD %

Safe Harbor Indirect Cost Rate (SHR): **Home: 120% and/or Field: 90%**
Field SHR will be utilized for contracts where the work deliverables are not completed from the consultant offices (i.e. Construction Inspection, Material Testing, Sources Inspection, others).

Consultant Firm Certification of Eligibility

I, the undersigned, certify that I am eligible to use the Safe Harbor indirect cost rate as I:

1. Am not a Prime Consultant Firm on a Caltrans contract > $3.5M, or
   Local Government contract > $1M, regardless of the participation amount.

2. Have not used SHR for more than three (3) years since entering the program on a state or federally funded contract.

   AND

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant ICR.

2. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate.

Certification of Financial Management System

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor indirect cost rate requirements and financial reporting, accounting records, internal and budget control as set forth in 2 CFR 200, Subpart D. These standards require consulting firms have an accounting system

adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs and remove unallowable costs.

Print Name David Peters

Signature _____
(Electronic Signature Allowed)

Title President

Date Completed January 12, 2026

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

Definition of Terms

Direct Cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objectives, 48 CFR 31.202.

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective but is identified with two or more final cost objectives or with at least one intermediate cost objective, 48 CFR 31. 203.

References

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles.
Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards.
Title is 2 CFR 200 Subpart D, Standards for Financial and Program Management.
Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts.
Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services.
American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition).

Caltrans Contract

If participating on a Caltrans Contract, also attach a completed copy of the following Safe Harbor Indirect Cost Rate Questionnaire for Evaluating Consultant Firm's Financial Management System.

Questionnaire for Evaluating Consultant Firm's Financial Management System

Consultant Firm Name Peters Engineering Group

Firm Headquarters Address 862 Pollasky Avenue

Clovis, CA 93612

Accounting Records

- Location where Accounting records are held 862 Pollasky Avenue, Clovis, CA
- Name and Title David Peters, President
- Email and Phone dpeters@peters-engineering.com (559) 299-1544 x 111
- Mailing Address 862 Pollasky Avenue

  Clovis, CA 93612

To be eligible for Safe Harbor indirect cost rate (SHR), the Consultant Firm's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR 31 for the different business segments.

Instructions

1. Answer all questions and provide an explanation and additional supporting documentation where requested.
2. If additional space is required, please attach a separate sheet and refer to items being answered by number.

Has the Firm developed an indirect cost rate in the past? Yes ____ No X

If "Yes", you are NOT ELIGIBLE to use the SHR.
DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an ICR Schedule.

Is the Firm a Prime Consultant Firm on a Caltrans contract > $3.5M Yes ____ No X
Or Local Government contract > $1M, regardless of the participation Amount?
If "Yes", you are NOT ELIGIBLE to use the SHR.
DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an AUDITED ICR Report.

California Safe Harbor Indirect Cost Rate Program

1. What form of business entity is the Firm?

   Sole Proprietorship ___ Partnership ____ C Corporation __ S Corporation x

   Other _____

2. What types of services will the Firm provide for this contract? (Select all that apply.)

Architectural and Engineering Services	x	Program Management	
Preliminary Engineering	x	Design Engineering	x
Surveying		Feasibility Studies	x
Mapping or Architectural Related Services		Other	

3. Does the Firm have prior government contracting experience? Yes x No ____

4. Does the general ledger contain separate direct and indirect accounts for the following?

   Labor Yes ___ No _____ Non-Labor Yes x No ____

5. Does the company have a system in place to identify and remove form the indirect cost pools all unallowable cost? Yes x No ____

6. Does the firm assign a unique identification/project number in your accounting system for each contract/project?

   Yes x No _____

7. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets with unique reporting codes?

   Yes x No _____

8. Do you have written policies on the following cost categories?

Accounting	Yes X No ____	Overtime	Yes X No ____
Billing	Yes X No ____	Direct/Indirect Expenses	Yes X No ____
Timesheet Preparation	Yes X No ____	Prevailing Wage	Yes X No ____
Bonus	Yes X No ____		

9. What types of employee status will the Firm provide for this contract?

Non-exempt X Exempt-salaried ___ Exempt-hourly X Contract Employee ___

Other _____

10. Does the Firm pay overtime for exempt employees?

Yes X No ___

11. Besides labor, does the Firm normally bill/invoice the following as direct contract/project costs? (Select all that apply)

Vehicle	X	Shipping	_____
Computer/CADD	_____	Lab	_____
Printing	X	Travel	_____
Specialty Equipment (List below)	____	Other (List below)	_____

_____ _____

12. Are mileage logs maintained for all vehicles? If no, please explain below.

Explanation Yes

Where is the vehicle stored after work? Office parking lot.

Does employee use vehicle for personal use? Yes _____ No X

What is the recovery/billing rate used for Firm or personal vehicle mileage reimbursement?

$ Fed Rate per mile

California Safe Harbor Indirect Cost Rate Program

I certify that to the best of my knowledge and belief the responses to this questionnaire are accurate.

Print Name David Peters

Signature _____
(Electronic Signature Allowed)

Title President

Date Completed January 12, 2026

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

Section 1.9 Life Threatening Illnesses in the Workplace

Employees with life-threatening illness, such as cancer, heart disease or AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. Peters Engineering Group supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, Peters Engineering Group will make reasonable accommodations in accordance with all legal requirements to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Your medical information is treated confidentially. Peters Engineering Group will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

Section 1.10 Employment of Relatives

Your relatives will not be eligible for employment with Peters Engineering Group where potential problems of supervision, safety, security or morale, or potential conflicts of interest, exist. Relatives include an employee's parent, child, spouse, sibling, in-laws and step relationships.

If you and another employee marry or become related, and the potential problems noted above exist, only one of the two of you will be permitted to stay with the Company unless reasonable accommodations can be made. You and the other involved employee must decide within 30 days of marriage who will remain with the Company. Absent any such decision, the Company will make the decision.

Section 1.11 Dating in the Workplace/Consensual Relationships

The Company has a policy prohibiting sexual harassment in the workplace. This policy applies to all employees of the Company, including supervisors, managers and executives. The Company realizes that social relationships may occur in the workplace and will not prohibit such relationships as long as each involved party mutually and voluntarily consent to the social relationship. In addition, the social relationship can not affect the performance of their duties or negatively impact the Company's business.

To ensure that social relationships do not violate the sexual harassment policy, employees who enter into such relationships must comply with the following guidelines. Each involved employee must notify their Supervisor of the relationship and review the Company's policy prohibiting harassment in the workplace. It is the responsibility of each party to ensure that they conduct themselves in a completely professional manner, will not engage in offensive work behavior, and that the social relationship will not adversely affect an employee's individual work performance.

However, the Company does prohibit such relationships in the event they involve a Supervisor and subordinate. Social relationships between a Supervisor and subordinate can be harmful not only to the people involved but also to the work group in general and therefore they are prohibited. If the company learns of such a relationship, it will either reassign one of the individuals or give them the opportunity to choose which employee will resign.

SECTION 2 – HOURS AND PAY

Section 2.1 Work Hours and Schedules – Non-Exempt Employees

The established workweek for non-exempt employees at Peters Engineering Group is Monday through Friday, inclusive. Eight (8) hours of work, exclusive of a one (1) hour unpaid meal period, to be worked in consecutive hours, constitutes the workday. The workday is a twenty-four (24) hour period. Our workday begins at 8 a.m. and ends at 5 p.m.

You will be paid for all hours worked. Pay for time worked will be computed from the time you register in for work until you are effectively released from duty and register out.

Make Up Time

You may request to make up work time that is or would be lost as a result of a personal obligation during the same workweek, provided such time can be scheduled with your Supervisor and does not cause you to work in excess of 11 (eleven) hours in any workday or in excess of 40 (forty) hours in the workweek. The request must be in writing, for each such occasion, and signed by you. Such make up time will be at your regular straight time hourly rate. The granting of such a request will be based on the Company's operational needs and work schedules, as well as your job performance.

Section 2.2 Premium Pay – Non-Exempt Employees

You must have **prior** approval before working any overtime. Peters Engineering Group will follow all state and federal laws governing payment of premium pay. In no event will overtime or premium pay be duplicated or pyramided (i.e., no payment of a premium rate for the same hours worked more than once). Hours paid, but not worked, will not be considered hours worked for the purposes of calculating overtime.

Section 2.3 Meal and Rest Periods – Non-Exempt Employees

You will be allowed a one (1) hour unpaid duty-free meal period.

You will not be allowed to work for a period of more than five (5) hours without taking a meal period, unless you are scheduled to work six (6) hours or less, and you and the Company mutually agree that the meal period may be waived.

When the nature of the work prevents you from being relieved of all duty during your meal period and when, by written agreement between the Company and you, an on-duty meal period is agreed to, you will be paid for your meal period.

You will not be allowed to work for a period of more than ten (10) hours without taking a second unpaid duty-free meal period of at least thirty (30) minutes, unless you are scheduled to work twelve (12) hours or less, and you and the Company mutually agree not to take a second meal period, provided the first period was not waived.

You will be allowed a ten (10) minute paid rest period as close as practicable to the mid-point of any continuous four (4) hour work period.

It is the express policy of the Company that you take these required meal and rest periods. If you believe you are unable to take a meal or rest period, you must speak with your Supervisor who will ensure that you get the required meal or rest period. Any failure to take a required meal or rest period, or to speak to your Supervisor concerning your inability to take your meal or rest period, will be considered a violation of Company policy.

Lactation

If you desire to express breast milk for your infant child during the workday, upon request, you will be granted a reasonable amount of rest period time, to run concurrently, if possible, with break time already provided. Rest period time for this purpose that exceeds rest period time already provided will be unpaid. If you desire such rest period time you should contact your supervisor who will assist in providing appropriate time(s) for this activity.

Section 2.4 Time Cards – Non-Exempt Employees

As an employee, you are required to accurately record your hours of work, and your holiday, sick and vacation time. You are to use ink when signing in and out.

Company policy requires that you take required meal and break periods. While any missed meal or break period will be paid, it will also be considered a violation of Company policy.

Time cards are legal documents. Never complete someone else's time card and never record false information on your time card. You will be terminated immediately if you do.

If you find a mistake or omission on your time card, take it to your Supervisor, who will explain the proper way to correct it. After this is done, both you and your Supervisor must initial the correction.

Section 2.5 Paydays and Pay Periods

You will be paid in full once every (2) calendar weeks on Fridays. The day of the week on which you are paid will not be changed without three (3) days advance notice. The pay period will be the previous two (2) weeks of Monday through Friday.

During weeks in which the regular payday falls on a holiday, all paychecks will be issued to you on the last regular workday preceding the holiday.

You should notify your Supervisor if you have a question regarding the calculations of your paycheck; any corrections will be noted and will appear on the following payroll.

If you wish to have someone else pick up your paycheck, you must give a written authorization to payroll each time.

Section 2.6 Required Deductions From Pay

Deductions that are required by state and federal law to be withheld from your gross wages are:

1. Federal Income Tax
2. Federal Social Security Tax (FICA)
3. California State Income Tax
4. California State Disability Insurance
5. Medicare
6. Court Ordered Garnishment or Wage Assignment
7. IRS or Franchise Tax Board Orders to Withhold

Section 2.7 Salary/Wage Advances

It is the policy of the Company not to grant any wage/salary advances.

SECTION 3 - BENEFITS

Section 3.1 Paid Time Off (PTO)

The Company understands the importance of balancing personal and career goals and maintaining personal health. Therefore, the Company provides paid time off (PTO) as a benefit to all eligible employees for illness, medical and dental appointments, personal time off, and vacations.

Eligibility

All full-time employees are eligible for PTO. Employees who are classified as full-time, and are scheduled to work

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Calvada Surveying, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 136.06 % **OR**

Home Office Rate_____% and Field Office Rate (if applicable)_____%

Facilities Capital Cost of Money_____% (if applicable)

Fiscal period * 01/01/2024 - 12/31/2024

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $ 5,000,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 5.
- Years of consultant's experience with 48 CFR Part 31 is 7.
- Audit history of the consultant's current and prior years (if applicable)

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☐ CPA ICR Audit ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Armando DuPont, PLS 7780 Title**: President

Signature: Date of Certification (mm/dd/yyyy): 09/11/2024

Email**: adupont@calvada.com Phone Number**: 951-280-9960

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K*** *forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Galvin Preservation Associates Inc. (dba GPA Consulting)

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 141.93 % **OR**

Home Office Rate_____% and Field Office Rate (if applicable)_____%

Facilities Capital Cost of Money_____% (if applicable)

Fiscal period * 1/1/2023 - 12/31/2023

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $ 18,503,673.36 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 20.
- Audit history of the consultant's current and prior years (if applicable)

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☑ CPA ICR Audit ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Richard Galvin Title**: Vice President

Signature: Date of Certification (mm/dd/yyyy): 9/11/2024

Email**: richard@gpaconsulting-us.com Phone Number**: 310-792-2690

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K*** *forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

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3) Copy - Caltrans Audits and Investigations

ATTACHMENT “D”

Federal Forms

TRC has No Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:

- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Mark A Imbriani

Print Name: Mark A. Imbriani

Title: Vice President

Telephone No.: 916-366-0632 Date: 9/12/2024

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- [x] a. contract
- [ ] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. Status of Federal Action:

- [x] a. bid/offer/application
- [ ] b. initial award
- [ ] c. post-award

3. Report Type:

- [x] a. initial
- [ ] b. material change

For Material Change Only:
year ____ quarter ____
date of last report ____

4. Name and Address of Reporting Entity

- [ ] Prime
- [x] Subawardee
  Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

TRC

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ [ ] actual [ ] planned

13. Form of Payment (check all that apply):

- [ ] a. cash
- [ ] b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- [ ] a. retainer
- [ ] b. one-time fee
- [ ] c. commission
- [ ] d. contingent fee
- [ ] e deferred
- [ ] f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

Land Surveying

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** [ ] **No** [x]

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Armando DuPont, PLS

Print Name: Armanddo DuPont

Title: President

Telephone No.: 951-280-9960 Date: 9/10/24

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:

- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

NO LOBBYING ACTIVITIES

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352 This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Patrick Boyd

Title: Principal Landscape Architect

Telephone No.: 559-472-9966 x102 Date: 1/19/26

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No Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
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- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:

- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Richard Galvin

Title: Vice President / CFO

Telephone No.: 310-792-2690, x102 Date: 9/11/2024

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:

- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year ____ quarter ____
date of last report ____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable ____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

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- ☐ e deferred
- ☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: David Peters

Print Name: David Peters

Title: President

Telephone No.: (559) 299-1544 Date: 1/19/2026

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NO LOBBYING

AGENDA
STAFF REPORT

MEETING DATE: 6/2/2026	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Approval of a Change Order in the amount of $25,500 with Interwest Consulting Group for City Surveyor Services, increasing the total Purchase Order to $75,000, and approval of an additional appropriation of $25,500 from the General Fund to be offset by developer or CIP reimbursements.

RECOMMENDATION:

Recommendation:

Staff recommends that the City Council by motion:

1. Approve a Change Order in the amount of $25,500 with Interwest Consulting Group for City Surveyor Services, increasing the total purchase order to $75,000, and

2. Approve an additional appropriation of $25,500 from the General Fund to be offset by developer or CIP reimbursements.

Recommended Motion:

I motion that the City Council,

1. Approve a Change Order in the amount of $25,500 with Interwest Consulting Group for City Surveyor Services, increasing the total purchase order to $75,000, and

2. Approve an additional appropriation of $25,500 from the General Fund to be offset by developer or CIP reimbursements.

BACKGROUND:

On February 4, 2025, City Council authorized a three-year contract with Interwest Consulting Group not to exceed $200,000 annually and authorized appointing Michael Long, PLS of Interwest Consulting Group as the designated Acting City Surveyor for the City of Hanford. The City Council also authorized the City Manager to award on-call or specialty service contracts on a work order basis within the City Manager's purchasing authority of $50,000.

The current Purchase Order #22600281 (Attachment 1) with Interwest Consulting Group for City Surveyor services is in the amount of $49,500, The proposed change order would increase the total purchase order amount above $50,000, requiring Council approval.

The City is approaching the purchase order limit earlier than anticipated due to advancing multiple CIP and private development projects that require survey services, including legal descriptions, boundary surveys, parcel research, and subdivision final maps, parcel maps and waivers reviews. To manage these services, the City's Engineering & Utilities Department charges each CIP and private development project for the specific work performed by the consultant surveyor, and the fees are reimbursed to the City.

FISCAL IMPACT:

As detailed in the Fiscal Year 2025-26 Master Fee Schedule, developers are required to pay the actual cost of surveyor reviews. The process involves 1) Interwest billing the city for surveyor services rendered, 2) the city paying Interwest, and 3) the developers subsequently reimbursing the city for the cost of these services.

Therefore, it is recommended that an additional appropriation in the amount of $25,500 be approved from the General Fund to increase the purchase order amount to $75,000 needed to cover the initial compensation for City Surveyor services prior to reimbursement from developers and CIP project budgets.

Reimbursements received from developers or CIP Funds will be promptly deposited back to the General Fund upon receipt to offset cost.

ATTACHMENTS:

1. Purchase Order

Purchase Order

Fiscal Year 2026

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	22600281

Delivery must be made within doors of specified destination.

BILL TO

CITY OF HANFORD
Accounts Payable
315 N. Douty St
Hanford, CA 93230
Email: billing@cityofhanfordca.com

VENDOR

INTERWEST CONSULTING GROUP
PO BOX 301069
LOS ANGELES, CA 90030-1069

SHIP TO

CITY OF HANFORD-PUBLIC WORKS
900 S 10TH AVE
HANFORD, CA 93230
Phone: 559-585-2550

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		12600309	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
07/08/2025	105219			PW ADMINISTRATION & ENGR

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	CITY SURVEYOR SERVICES The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	CITY SURVEYOR SERVICES GL Account: 20100000 - 749500 $49,500.00 Cross Reference: 001-04-2000-2010-7495	1.0	EA	$49,500.00	$49,500.00
	********** GL SUMMARY ********** 20100000 - 749500 $49,500.00				

By: _____
City Manager

VENDOR COPY

Total Ext. Price	$49,500.00
PO Total	**$49,500.00**

TERMS AND CONDITIONS

1. **ACCEPTANCE:** This Purchase Order becomes a contract subject to the terms and conditions set forth and incorporated herein by reference, including, without limitation, the City of Hanford's (City) Purchasing Policy. Any additions to, changes in, modification of, or revision of this order shall not be effective or binding unless expressed in writing by an authorized agent of the City of Hanford.
2. **DELIVERY:** All prices reflect F.O.B., Hanford, site in place, unless otherwise stated herein. Since time is of the essence, deliveries are to be made both in quantities and at time specified herein. If deliveries fail to meet schedule, City, without limiting its other rights or remedies, may direct expedited routing at no charge or cancel this order or any portion hereof. Vendor shall be liable to City for all damages, losses, and liability incurred by City directly or indirectly as a result of Vendor's breach. Where City has so authorized in writing, goods may be shipped F.O.B. shipping point, but Vendor shall prepay all shipping charges and list said charges as a separate item on Vendor's invoice. City reserves the right to reject C.O.D. shipments with no penalties to City.
3. **SUBSTITUTION:** All substitution(s), partial deliveries and back order(s) require notification to and consent of City Purchasing Agent (Purchasing Agent).
4. **PRICE:** If price(s) are shown as NOT TO EXCEED/Estimate(s), actual price may not exceed the price shown without authorization from the Purchasing Agent.
5. **STATE SALES TAX/FEDERAL EXCISE TAX:** City must pay State Sales Tax, unless resale number is stated at time of purchase. City is exempt from Federal Excise Tax – Certificate will be furnished upon request.
6. **WARRANTY:** Vendor expressly warrants that all goods and services shall conform to all specifications, drawings, samples, i.e. description, applicable specification of this order, good merchantable quality, free of material defect, good workmanship, and fit for City's intended purpose. The cost of returning goods found otherwise will be borne by the Vendor.
7. **PRICE WARRANTY**: In the event Vendor reduces price(s) for article(s) during the term of this order, Vendor agrees to reduce the price(s) hereof correspondingly. Vendor warrants that prices shown on the Purchase Order shall be complete, and no additional charges shall be added without express written consent of Purchasing Agent. Such additional charges include, but are not limited to shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, or crating.
8. **INVOICES:** Invoices shall be submitted to the City of Hanford Finance Department, 315 N. Douty Street, Hanford, CA 93230 or ap@hanfordca.gov. The Purchase Order number must appear on all correspondence, i.e. invoices packing slips, shipping containers, or letters. Failure to state purchase order number shall delay payment.
9. **DISCOUNT:** Cash discount period will date from the receipt of Vendor's invoice by City Finance Department and not the date of the invoice.
10. **PACKING AND SHIPMENT:** All goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified.
11. **OSHA:** This order is subject to all terms and conditions of the Occupational Safety and Health Act of 1970, California OSHA and their present and future amendments. Vendor expressly assumes responsibility for compliance therewith and warrants that all applicable materials, supplies, and equipment provided or installed pursuant to this purchase order fully satisfy the requirements of these acts.
12. **NON-DISCRIMINATION:** The California Fair Employment Practices Act (Labor Code Sec. 1410-1433) prohibits discrimination in employment on the basis of race, 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 and is applicable to all employers, employment agencies and labor organizations. The City is an affirmative action employer, and the City requires Vendors and Contractors to comply with applicable laws relating to equal employment.
13. **DRUG-FREE WORKPLACE CERTIFICATION:** Vendor certifies under penalty of perjury under the laws of the State of California that Vendor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq).
14. **FORCED, CONVICT, INDENTURED AND CHILD LABOR:** In accordance with PCC Section 6108, contractor warrants that no foreign-made equipment, materials, or supplies furnished to the City pursuant to this contract are produced in whole or in part by or with the benefit of, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor.
15. **TERMINATION:** City may terminate this order or any part hereof for cause in the event of default by the Vendor, or if the Vendor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of defective products, nonconforming products, and failure to provide City, upon request, with reasonable assurance of future performance shall be causes allowing City to terminate this order. In the event of termination for cause, City shall not be liable to Vendor for any amount, and Vendor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.
16. **FORCE MAJEURE**: Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or any Government agency, strikes, fires, floods, earthquakes, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof.
17. **INDEPENDENT CONTRACTOR STATUS AND INSURANCE:** Vendor, Vendor's employees, or persons under contract to Vendor in the performance of services on City property, or property under City's obligation, shall perform work as an independent contractor. Persons doing such work shall not be considered employees of the City. Vendor shall maintain and require its subcontractor to maintain insurance coverage in amounts set forth in City's Purchasing Policy, which is incorporated herein by reference.
18. **WAIVER:** City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or City's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether the same or similar type.
19. **INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS:** Vendor shall indemnify, protect, hold harmless and defend City and its employees from: (i) any and all claims or liability arising from this contract; (ii) any liability imposed for injury (as defined by Government Code Section 810.8), whether arising before or after completion of the work hereunder, or in any manner, directly or indirectly caused, claimed, occasioned or contributed to, by reason of any negligence or intentional misconduct of the Contractor in connection with or incident to or arising out of the performance of this contract.
20. **DEFAULT:** In case of default by the vendor of any of the conditions of this contract, Vendor agrees City may procure the articles or services from other sources and may deduct from the unpaid balance due the Vendor, or collect against the bond or security, or may invoice the Vendor for excess costs so paid, and prices paid by the City shall be considered the prevailing market price at the time such purchase is made.
21. **ASSIGNMENT:** Assignment by the Vendor of the contract or any part thereof, or funds to be received hereunder, will not be binding upon the City unless such assignment has had prior written approval and consent of the City.
22. **CONTRACT MODIFICATION:** No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.
23. **VENUE:** This contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this contract shall be in Kings County, Hanford, California.
24. **DISPUTES:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the disputes persist, Vendor must, prior to pursuing litigation, submit to City's Finance Director a written proposal for resolution.
25. **PAYMENT:** Payment will be made after receipt of invoice and acceptance of goods and/or services and upon requesting department confirmation of such acceptance. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. The Act requires the City to pay properly submitted, undisputed invoices within 45 days of receipt.
26. **SPECIAL CHARGES:** Vendor shall be responsible for the payment of all charges for handling, shipping, packaging, wrapping, bags, containers and related matters unless City has assumed an express obligation therefor by notation on the reverse side thereof.
27. **LIENS, CLAIMS, AND ENCUMBRANCES**: Vendor warrants and represents that all goods will, when delivered hereunder, be free and clear of all liens, claims, encumbrances, and infringements of any patent, trademark, copyrights, or franchise rights.

AGENDA
STAFF REPORT

MEETING DATE: 6/2/2026	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Authorization to execute a Work Order (WO) with Westwood Professional Services for the City Standards and Specifications Update Project in the amount of $244,290, authorize a 15% contingency of $36,643.50, and appropriate $80,933.50 split evenly from the Refuse, Storm Drain, WWTP, TIF, Gas Tax, and Water Funds.

RECOMMENDATION:

Recommendation:

Staff recommends that the City Council:

1. Authorize the execution of a Work Order (WO) with Westwood Professional Services for the City Standards and Specifications Update Project in an amount not to exceed $244,290.
2. Authorize a project contingency of 15% in the amount of $36,643.50.
3. Appropriate $80,933.50 split evenly from the Refuse, Storm Drain, WWTP, TIF, Gas Tax, and Water Funds.
4. Authorize the City Manager to approve changes and/or change orders as necessary within the approved project budget.

Recommended Motion:

I move to authorize the City Manager to:

1. Authorize the execution of a Work Order (WO) with Westwood Professional Services for the City Standards and Specifications Update Project in an amount not to exceed $244,290.
2. Authorize a project contingency of 15% in the amount of $36,643.50.
3. Appropriate $80,933.50 split evenly from the Refuse, Storm Drain, WWTP, TIF, Gas Tax, and Water Funds.
4. Authorize the City Manager to approve changes and/or change orders as necessary within the approved project budget.

BACKGROUND:

The City of Hanford's Engineering Design Standards, Standard Plans, and Technical Specifications serve as the primary framework guiding the design and construction of public and private infrastructure improvements throughout the City. These standards establish the requirements for

roadway design, utilities, drainage systems, traffic control, site development, accessibility compliance, and other critical infrastructure components that support both City projects and private development.

The City's current standards were last substantially updated in 2010 and no longer fully reflect current engineering practices, regulatory requirements, construction methods, or evolving infrastructure needs. Since that time, significant changes have occurred in State and Federal regulations, accessibility standards, stormwater requirements, multimodal transportation design, and project delivery practices. Additionally, new infrastructure elements and development trends have emerged that are not adequately addressed within the existing standards framework.

As a result, City staff are frequently required to make project-specific determinations and interpretations where adopted standards are outdated, incomplete, or silent on modern infrastructure practices. While staff has worked to address these issues administratively on a project-by-project basis, a comprehensive modernization effort is necessary to establish a coordinated, consistent, and adoption-ready set of engineering standards that better support efficient project delivery, long-term maintenance, regulatory compliance, and future growth.

The purpose of this project is to develop a complete and modernized Engineering Standards package that:

- Reflects current engineering practices, codes, and regulatory requirements
- Addresses both existing and emerging infrastructure needs
- Improves constructibility, maintainability, and consistency
- Supports multimodal transportation and complete streets design
- Provides flexibility for innovative and context-sensitive project delivery
- Establishes clear guidance for both public infrastructure and private development projects

To support this effort, the City issued a streamlined Request for Proposals (RFP) to the City's on-call Architecture and Engineering (A&E) consultants seeking qualified firms to provide professional engineering services for the comprehensive update and modernization of the City's Engineering Design Standards, Standard Plans, and Technical Specifications.

SCOPE OF SERVICES
Under the proposed agreement, the consultant will provide professional engineering services to comprehensively update and modernize the City's Engineering Design Standards, Standard Plans, and Technical Specifications.

This effort is intended to create a clear, modern, and user-friendly set of standards that will guide how public and private infrastructure improvements are designed and constructed throughout the City. The updated standards will help improve consistency, streamline project review, support long-term maintenance, and ensure compliance with current regulations and engineering practices.

The scope of work generally includes the following:

Review of Existing Standards

- Comprehensive review of the City's current engineering standards, standard plans, and technical specifications
- Identification of outdated requirements, inconsistencies, missing standards, and areas needing

clarification
- Evaluation of infrastructure elements that are not adequately addressed in the current standards

Modernization of Engineering Standards

The project will update design requirements for a wide range of infrastructure improvements, including but no limited to:

- Streets and roadway design
- Complete streets and multimodal transportation improvements
- Sidewalks, ADA accessibility, and pedestrian facilities
- Bicycle facilities
- Pavement design and roadway rehabilitation
- Water, sewer, and storm drain infrastructure
- Drainage and stormwater quality requirements
- Traffic control, striping, and signalization
- Intelligent Transportation Systems (ITS)
- Site development features such as parking lots, access, circulation, and refuse enclosures

The updated standards will also incorporate current State and Federal requirements, including accessibility regulations, California building and transportation standards, and modern stormwater requirements.

Standard Plans and Construction Details

- Review and update of the City's existing standard construction details
- Removal or consolidation of outdated details
- Development of new standard details where gaps currently exist
- Preparation of updated plans in both PDF and editable CAD formats

Technical Specifications Update

- Update of construction specifications and material requirements to align with modern engineering practices and revised standards
- Coordination between specifications, standard plans, and design criteria to improve consistency and usability

Flexibility and Alternative Design Procedures
The project will also establish procedures for evaluating alternative materials, methods, and design approaches. This will help provide flexibility for future projects while maintaining safety, performance, and long-term reliability.

Coordination and Final Deliverables
The consultant will coordinate closely with City staff throughout the process and facilitate review meetings with relevant departments as needed. Final deliverables will include:

- A complete adoption-ready Engineering Standards package
- Updated standard plans and technical specifications
- A summary of major revisions and newly developed standards
- Editable source files for long-term City use and future updates

This project will provide the City with a modernized and coordinated standards framework that better supports current infrastructure needs, future development, efficient project delivery, and long-term maintenance of public improvements.

SELECTION PROCESS
On March 26, 2026, the City of Hanford issued an RFP to the City's pre-qualified on-call Architecture and Engineering (A&E) consultants for professional engineering services related to the comprehensive update and modernization of the City's Engineering Design Standards, Standard Plans, and Technical Specifications. Proposals were due on April 17, 2026.

The RFP was distributed to the City's approved on-call A&E consultant pool in accordance with the City's established on-call consultant procedures. The purpose of the RFP process was to solicit proposals from qualified firms with demonstrated experience in municipal engineering standards development, infrastructure design, and coordination with public agencies. The City received proposals from 3 firms in response to the RFP.

Proposals were evaluated based on the criteria outlined in the Mini-RFP, including:

- Understanding of the project scope and approach
- Relevant municipal standards and specifications experience
- Project schedule and staff availability
- Overall clarity and quality of the proposal

Following staff review and evaluation of submitted proposals, Westwood Professional Services was identified as the most qualified firm for the project.

Staff found that Westwood demonstrated a strong understanding of the City's needs, including the operational challenges associated with outdated standards, gaps in existing specifications, and the need for flexibility in future infrastructure design and project delivery. Westwood's proposal clearly addressed the City's objectives and provided a detailed, structured approach for modernizing the City's standards framework.

Westwood also demonstrated extensive experience supporting Central Valley agencies with engineering standards updates, plan review services, roadway and utility improvements, ADA compliance projects, and public infrastructure delivery. Their proposal highlighted prior work for agencies, including the Cities of Ceres, Tracy, Patterson, Los Banos, Merced, and Kings County.

A significant strength of the proposal was the multidisciplinary project team assembled for the effort, including expertise in:

- Civil engineering
- Transportation engineering
- ITS

- Utility systems
- Landscape architecture
- Traffic engineering
- Land surveying
- Stormwater compliance
- Geotechnical coordination
- Standards and specifications development

Westwood estimates the work to take approximately 11 to 12 months to complete pending staff review turn around time or added scope. Westwood stated flexibility to advance standards deemed critical or having greater priority to be completed first.

Based on proposal quality, project understanding, qualifications, relevant experience, and overall approach, staff determined that Westwood Professional Services is the most qualified firm to perform the City Standards and Specifications Update Project and recommends their selection.

FISCAL IMPACT:

The proposed Purchase Order (PO) with Westwood Professional Services includes a base contract amount of $244,290; city staff recommends a standard 15% project contingency of $36,643.50, for a total not-to-exceed amount of $280,933.50. Staff considers Westwood's fees reasonable considering the volume of detail work required, the update of standards and specifications ranging back to the 1990's, and the development of as-needed new standards.

Funding for this project has been budgeted from multiple funding sources, including Gas Tax, TIF, Refuse, Storm Drain, WWTP/Sewer, and Water funds. While funding has been identified across these accounts, the total FY2026 approved budget is insufficient to fully fund the project and recommended contingency. As a result, an appropriation request in the amount of $80,933.50 is requested to fully fund the project.

The project funding and recommended appropriation is as follows:

City Standards update							***Total***
	Gas Tax	TIF	Refuse	Storm Drain	WWTP/Sewer	Water	
Available Funding	$ 40,000.00	$ 80,000.00	$ 10,000.00	$ 30,000.00	$ 20,000.00	$ 20,000.00	$ 200,000.00
Consultant Proposal							$ 244,290.00
Contingency (15%)							$ 36,643.50
Total Recommended Project Budget							**$ 280,933.50**
Deficit							$ (80,933.50)
Appropriation Request	$ 13,488.92	$ 13,488.92	$ 13,488.92	$ 13,488.92	$ 13,488.92	$ 13,488.92	$ 80,933.50

The project contingency is intended to address additional coordination, supplemental standards development, unforeseen revisions, or additional meetings and implementation support that may be

necessary as the project progresses. Separating the contingency from the base contract amount allows the City to maintain cost control while preserving flexibility to address evolving project needs.

ATTACHMENTS:

1. Mini RFP - City Standards Update
2. Update City Standards-unsigned
3. Fee Proposal-2026-04-17-City of Hanford Standards and Specifications Update-Westwood-2

Mini Request for Proposals (RFP)
City Standards and Specifications Update

1. **Project Overview/Background**

The City of Hanford is requesting proposals from the City's on-call Architecture and Engineering (A&E) consultants to provide professional engineering services for a comprehensive update and modernization of the City's Engineering Design Standards, Standard Plans, and Technical Specifications.

The City's current standards were last substantially updated in 2010 and no longer fully reflect current engineering practices, regulatory requirements, materials, or construction methods. Since that time, there have been significant changes in applicable State and Federal regulations, accessibility standards, stormwater requirements, and multimodal transportation design. Additionally, evolving project delivery needs and funding opportunities have introduced new infrastructure elements and design approaches that are not adequately addressed in the existing standards.

As a result, the City's current standards are limiting the City's ability to efficiently design, review, and construct projects, and in some cases require staff to make project-specific decisions that are not clearly supported by adopted standards.

The purpose of this project is to develop a complete, coordinated, and modern set of Engineering Design Standards that:

- Reflect current codes, regulations, and industry best practices
- Address both existing and emerging infrastructure needs
- Provide clear and consistent guidance for public and private development
- Improve constructability, maintainability, and long-term performance of City infrastructure
- Allow for flexibility in design while maintaining safety and quality

The updated standards are expected to include revisions to existing criteria as well as the development of new standards where gaps currently exist. The City is aware that certain design elements and infrastructure components are not adequately covered in the current standards (e.g., refuse/trash enclosures and other site development features), and these shall be incorporated as part of this effort.

The selected consultant will work closely with City staff to evaluate existing documents, identify deficiencies and gaps, and prepare updated standards that will serve as the primary reference for infrastructure design and development within the City.

The City's current Engineering Design Standards, Standard Plans, and Technical Specifications are available at the following links:

- Construction Standards: https://www.cityofhanfordca.com/DocumentCenter/View/392/Public-Works-Construction-Standards-PDF
- Standard Specifications: https://www.cityofhanfordca.com/DocumentCenter/View/394/Public-Works-Standard-Specifications-PDF

2. **Scope of Work**

The selected consultant shall provide professional engineering services to perform a comprehensive update and modernization of the City's Engineering Design Standards, Standard Plans, and Technical Specifications.

The intent of this effort is to develop a complete, coordinated, and user-friendly set of standards that reflect current engineering practices, regulatory requirements, and the City's operational needs.

The selected consultant shall perform, at a minimum, the following tasks:

A. Existing Standards Evaluation and Gap Analysis

- Conduct a comprehensive review of the City's existing Engineering Design Standards, Standard Plans, and Specifications
- Identify outdated criteria, inconsistencies, redundancies, and conflicts
- Identify missing or incomplete standards that are currently needed for project delivery but are not addressed in the existing documents
- Prepare a gap analysis technical memorandum summarizing findings and recommended updates

Note: The City is aware that certain standards currently do not exist or are insufficiently defined (e.g., refuse/trash enclosure requirements, emerging infrastructure needs, and updated regulatory requirements), and these shall be identified and incorporated into the updated standards.

B. Standards Framework and Organization

- Evaluate and recommend an updated organizational structure for the City's standards
- Clearly distinguish and organize content into:
    - Design criteria and policy guidance
    - Standard plans and construction details
    - Technical specifications and material requirements
- Propose a format (e.g., CSI-based, Caltrans-based, or hybrid municipal format) with justification based on industry best practices
- Standardize formatting, terminology, and document structure for consistency and usability

C. Regulatory Updates and Best Practices Integration

- Incorporate current Federal, State, and local requirements, including but not limited to:
    - ADA and PROWAG requirements
    - California Building Code (CBC)
    - California MUTCD
    - Caltrans Standards and Highway Design Manual
- Ensure standards reflect current permitting, environmental, and accessibility requirements
- Coordinate with City staff to ensure alignment with local policies and operational practices

D. Design Criteria Modernization

- Develop updated design criteria to support current and future infrastructure needs, including:
  - Roadway classification and complete streets design
  - Multimodal transportation (pedestrian, bicycle, ADA access)
  - Pavement design and rehabilitation
  - Water, sewer, and storm drain systems
  - Traffic control, striping, and signalization
  - Drainage, stormwater quality, and LID design
  - Site development elements (e.g., parking lots, refuse enclosures, access, and circulation)
- Identify and revise overly prescriptive or outdated standards that limit design flexibility
- Provide recommendations that support innovative, grant-funded, and context-sensitive project delivery

E. Standard Plans and Details

- Review all existing Standard Plans for accuracy, relevance, and consistency
- Update, consolidate, or remove outdated details
- Develop new Standard Plans where gaps exist or where current standards are insufficient
- Ensure all details are clear, constructible, and coordinated with specifications
- Provide all plans in both PDF and editable CAD formats

F. Technical Specifications Update

- Update or develop technical specifications to align with revised standards and current construction practices
- Ensure consistency between specifications, standard plans, and design criteria
- Coordinate with City staff to determine appropriate level of detail and format for long-term usability

G. Deviation / Alternative Design Criteria

- Develop procedures and criteria for evaluating and approving deviations from City standards
- Provide guidance to allow flexibility for alternative materials, methods, and design approaches while maintaining safety and performance

H. Coordination and Review

- Conduct regular coordination meetings with City staff
- Facilitate workshops or working sessions with relevant departments (e.g., Engineering, Utilities, Public Works, Planning)
- Incorporate City comments into draft and final documents

I. Final Documentation and Implementation Support

- Prepare a final, adoption-ready Engineering Standards package
- Provide a summary of major updates and changes from existing standards
- Provide editable source files for all documents
- Assist City staff with adoption, presentation materials, and implementation guidance, if requested

3. **Deliverables**

The consultant shall provide the following deliverables:

- Existing Standards Review and Gap Analysis Technical Memorandum
- Recommended Standards Organization and Framework

- Draft Engineering Design Standards document
- Draft Standard Plans (PDF and CAD formats)
- Draft Technical Specifications

- Final Engineering Standards Package (ready for adoption)
- Summary matrix of major changes and newly developed standards (including justification)
- Final editable files (Word, CAD, and other applicable formats)

4. **Proposal Requirements**

Proposals shall be concise and clearly demonstrate the consultant's understanding of the project and ability to successfully complete the work. At a minimum, proposals shall include the following:

a. The proposal shall not exceed ten (10) pages in length, excluding schedule and resume sheets
b. A clear description of the consultant's understanding of the project, including key challenges, approach, and methodology
c. A proposed scope of work that aligns with the City's objectives, including any recommended refinements or additional tasks
d. A proposed project schedule identifying major milestones and deliverables
e. Identification of key personnel and their relevant experience with similar municipal standards or specifications development
f. A fee proposal shall be submitted as a separate document on a time-and-materials (T&M) not-to-exceed basis

5. **Evaluation Criteria**

Proposals will be evaluated based on the following criteria:

a. **Understanding of Project Scope and Approach (40%)**
Demonstrated understanding of the City's needs, including identification of key challenges, gaps in existing standards, and a clear, effective approach to completing the work.
b. **Relevant Experience and Qualifications (25%)**
Experience of the firm and key personnel in developing or significantly updating municipal engineering design standards, standard plans, and technical specifications for public agencies of similar size and complexity.
c. **Project Schedule and Availability (25%)**
Ability to complete the work within a reasonable timeframe, including demonstrated availability of key personnel and adequacy of resources.
d. **Clarity and Quality of Proposal (10%)**
Overall organization, clarity, and completeness of the proposal, including responsiveness to the RFP requirements.

Tentative Schedule:

Milestones	Date
RFP Issued:	03/26/26
Proposals Due:	04/17/26
Consultant Selection:	Week of 04/30/2026

Submission:

Submit proposal (PDF format) to: Jaklin Hart
Email: jhart@hanfordca.gov
Deadline: 04/17/2026 5:00 pm PST

Sincerely,

City of Hanford
Utilities and Engineering Division

CITY OF HANFORD
Department of Public Works
Focused On Our Community 24/7
900 South 10th Avenue • HANFORD, CA 93230-5234 • (559) 585-2550

This is an amendment to the agreement between Westwood and the City of Hanford dated March 31, 2026 and therefore all work to be performed under this Work Order shall comply with all provisions of said agreement.

Work Order No. 2: City Standards and Specifications Update Project.

Work performed shall be paid in accordance with the hourly rates established in the fee schedule contained in the Professional Agreement for On Call Engineering Services attached as "Exhibit A", but **not to exceed $36,574.50** without an approved change order executed by the City of Hanford and Westwood

Scope of Work and Fee Schedule:

See Attached Exhibit "A"

Tasks to be performed:

1.	Existing Standards Evaluation and Gap Analysis	$80,590.00
2.	Standards Framework and Organization	$42,810.00
3.	Regulatory Updates and Best Practices Integration	$38,290.00
4.	Design Criteria Modernization	$21,280.00
5.	Standard Plans and Details	$20,040.00
6.	Technical Specifications Update	$10,670.00
7.	Deviation Alternative Design Criteria	$ 6,520.00
8.	Coordination and Review	$13,530.00
9.	Final Documentation and Implementation Support	$10,560.00
	Sub-Total	$243,830.00
	Contingency	$ 36,574.50
	Total	**$280,404.50**

Reviewed By:_____ By:_____

Frank Senteno
Utilities and Engineering Director

Westwood, Principal-In-Charge

Approved By:_____

Chris Tavarez
City Manager

825604

Westwood



CITY OF HANFORD

Proposal of Services

Standards and Specifications Update

April 17, 2026

Westwood

7108 N Fresno Street, Suite 400
Fresno, CA 93720
main 559.571.1765

April 17, 2026
Attn: Jaklin Hart
City of Hanford - Utilities and Engineering Division
900 S 10th Avenue, Hanford, CA 93230

Re: City of Hanford Standards and Specifications Update

Dear Ms. Hart,

From neighborhood streets and utility systems to site development and public improvements, the way infrastructure is designed and constructed in Hanford shapes how residents move, connect, and experience the City each day. Clear, up-to-date engineering standards play a critical role in ensuring these systems function safely, efficiently, and consistently as the City continues to grow.

The City of Hanford's effort to update its Engineering Design Standards, Standard Plans, and Technical Specifications reflects the need to align with current regulations, evolving infrastructure demands, and modern project delivery practices. With standards last comprehensively updated over a decade ago, this effort will provide the City with a coordinated and consistent framework that supports efficient design, review, and construction across a wide range of public and private improvements.

Westwood Professional Services has extensive experience supporting Central Valley agencies with the development, application, and refinement of engineering standards through ongoing on-call services. Across cities such as Tracy, Los Banos, Lodi, and Patterson, our team has performed plan review and plan check services for a wide range of public and private improvements, while also supporting the design and delivery of roadway, streetscape, and utility projects. This work is complemented by experience delivering roadway reconstruction and realignment projects for agencies such as the City of Merced, the City of Riverbank, and Fresno County, including improvements that incorporate ADA-compliant upgrades, intersection modifications, and coordination with Caltrans and local standards. Together, this experience provides a practical understanding of how standards are applied in day-to-day project delivery and how clear, well-organized criteria can improve efficiency, reduce ambiguity, and support consistent, high-quality implementation.

Our approach to this effort is grounded in coordinated, multidisciplinary review and early identification of gaps. Through our experience supporting similar efforts, we have found that collaborating with specialized partners strengthens the overall quality and completeness of the work. In addition to our in-house team, we will work with trusted subconsultants, including Crawford & Associates for geotechnical expertise and CCME for construction management, to ensure a comprehensive evaluation of the City's existing standards and supporting documentation.

Kristen Scheidt, PE, will serve as Project Manager and Lead Civil Engineer, providing leadership and coordination throughout the standards development process. She brings extensive experience with engineering standards, plan review, and public infrastructure projects, and will maintain 25 percent availability to ensure consistent oversight. She is supported by a multidisciplinary team with experience in roadway design, traffic engineering, landscape architecture, and land surveying. Tim Kim, PE, will serve as Project Engineer with 30 percent availability, supporting technical coordination and design development. Nick Villalobos, PE, will provide engineering support with 40 percent availability, assisting with plan preparation and coordination. Paul Villaluz, PE will serve as Traffic Engineer with 15 percent availability. Tyler Fay, PLA, will serve as Landscape Architect with 20 percent availability. Chase Miller, PLS, will support surveying with 20 percent availability. Tim Echeverria, PE, will serve as Water and Sewer Engineer with 10 percent availability. Stephen Plauson, PE, GE, with Crawford & Associates, will serve as Lead Geotechnical Engineer with 15 percent availability, and Bryan Kroeger, PE of CCME will provide QA/QC support with 10 percent availability.

Westwood is prepared to support the City of Hanford with a clear, coordinated approach to updating its Engineering Design Standards, Standard Plans, and Technical Specifications. We are committed to delivering practical, consistent standards that support efficient project delivery and long-term performance.

Sincerely,

Scott Roberts, PLS, Principal-in-Charge
7108 N Fresno Street, Suite 400, Fresno, CA 93720
559.668.0009 - scott.roberts@westwoodps.com

Kristen Scheidt, PE, Project Manager
7108 N Fresno Street, Suite 400, Fresno, CA 93720
209.201.1640 - kristen.scheidt@westwoodps.com

Understanding

Westwood recognizes that the City's engineering standards, last updated in 2010, are no longer current with modern engineering practices, regulatory mandates, or construction methods. These outdated standards impede efficient project design, review, and construction processes, often requiring City staff to make project-specific decisions due to inadequate guidance in the existing documents. Significant changes in state and federal regulations, accessibility standards, stormwater requirements, and multimodal transportation design have occurred since the last update. The project's purpose is to develop a complete, coordinated, and modern set of Engineering Design Standards that will reflect current industry best practices, address both existing and emerging infrastructure needs, and provide clear, consistent guidance for public and private development. This effort aims to improve constructability, maintainability, and long-term performance of City infrastructure, while allowing for design flexibility that upholds safety and quality. Westwood will review the current standards to update outdated methods and requirements, coordinating with the City to address frequently encountered gaps, such as those for refuse enclosures and other site development features.

Scope of Work

Westwood will commence with an initial meeting to introduce the project team and establish a workflow and schedule for the standards update. The detailed scope of work includes:

1. Existing Standards Evaluation and Gap Analysis:

A comprehensive review of the City's existing Engineering Design Standards, Standard Plans, and Specifications will be conducted. This involves identifying outdated criteria, inconsistencies, redundancies, and conflicts, as well as pinpointing missing or incomplete standards essential for current project delivery. A technical memorandum summarizing these findings and recommending updates will be prepared.

2. Standards Framework and Organization:

An updated organizational structure for the City's standards will be evaluated and recommended. Content will be clearly distinguished and organized into design criteria and policy guidance, standard plans and construction details, and technical specifications and material requirements. A suitable format (e.g., CSI-based, Caltrans-based, or a hybrid municipal format) will be proposed with justification based on industry best practices. Formatting, terminology, and document structure will be standardized for consistency and usability.

3. Regulatory Updates and Best Practices Integration:

Current Federal, State, and local requirements will be incorporated, including ADA and PROWAG requirements, California Building Code (CBC), California MUTCD, and Caltrans Standards and Highway Design Manual. This ensures the standards reflect current permitting, environmental, and accessibility requirements, aligning with local policies and operational practices through coordination with City staff.

4. Design Criteria Modernization:

Updated design criteria will be developed to support current and future infrastructure needs. This includes roadway classification and complete streets design, multimodal transportation (pedestrian, bicycle, ADA access), pavement design and rehabilitation, water, sewer, and storm drain systems, traffic control, striping, and signalization, drainage, stormwater quality, and LID design, and site development elements (e.g., parking lots, refuse enclosures, access, and circulation). Overly prescriptive or outdated standards that limit design flexibility will be identified and revised, with recommendations supporting innovative, grant-funded, and context-sensitive project delivery.

5. Standard Plans and Details:

All existing Standard Plans will be reviewed for accuracy, relevance, and consistency. Outdated details will be updated, consolidated, or removed, and new Standard Plans will be developed where gaps exist or current standards are insufficient. All details will be clear, constructible, and coordinated with specifications, provided in both PDF and editable CAD formats.

6. Technical Specifications Update:

Technical specifications will be updated or developed to align with revised standards and current construction practices, ensuring consistency between specifications, standard plans, and design criteria. Coordination with City staff will determine the appropriate level of detail and format for long-term usability.

7. Deviation / Alternative Design Criteria:
Procedures and criteria for evaluating and approving deviations from City standards will be developed. Guidance will be provided to allow flexibility for alternative materials, methods, and design approaches while maintaining safety and performance.

8. Coordination and Review:
Regular coordination meetings with City staff will be conducted. Workshops or working sessions will be facilitated with relevant departments (e.g., Engineering, Utilities, Public Works, Planning) to incorporate City comments into draft and final documents.

9. Final Documentation and Implementation Support:
A final, adoption-ready Engineering Standards package will be prepared, including a summary of major updates and changes from existing standards. Editable source files for all documents will be provided, and assistance with adoption, presentation materials, and implementation guidance will be offered if requested.

Schedule

The project schedule outlines the following key phases and deliverables:

Phase	Duration	Key Activities and Deliverables
Initial Meeting	N/A	Introduce team, establish schedule and workflow.
Review of Existing Standards including Identification for Revisions and Gaps	2 Months	Comprehensive review of existing standards, identification of outdated criteria, inconsistencies, and missing standards. **Deliverables**: Existing Standards Review and Gap Analysis Technical Memorandum
Revision of Existing Details and Drafting of New Details	3-5 Months	Develop updated design criteria, revise existing Standard Plans, and draft new ones. Update technical specifications. Deliverables: Recommended Standards Organization and Framework, Draft Engineering Design Standards document, Draft Standard Plans (PDF and CAD formats), Draft Technical Specifications.
City Review of Updated City Standards	1-2 Months	City staff review of the draft standards.
Meeting to Review Comments on City Standards	N/A	Meeting to Review comments on City Standards
Incorporation of Revisions to Finalize City Standards	1-2 Months	Integrate City comments and finalize all documents. Deliverables: Final Engineering Standards Package (ready for adoption), Summary matrix of major changes and newly developed standards (including justification), Final editable files (Word, CAD, and other applicable formats).



Kristen Scheidt, PE

Project Manager

Kristen is deeply committed to advancing public infrastructure throughout the Central Valley. Her familiarity with the region, combined with her proven expertise in roadway and utility design, including drainage, intersection improvements, and pavement rehabilitation, makes her an ideal fit to support the City of Hanford's engineering standards update. Her experience includes applying and reviewing engineering design standards, coordinating across disciplines, and supporting consistent, compliant project delivery. Her deep technical knowledge ensures each project is executed efficiently from conceptual design through bidding and construction phases. She offers the City a dependable and skilled leader who will provide responsive, high-quality oversight and support throughout the development and implementation of updated standards.

EXPERIENCE
21+ Years in the Civil Engineering Industry
8+ Years with Westwood

EDUCATION
BS, Civil Engineering, Cal Poly San Luis Obispo

REGISTRATIONS
Civil Engineer No. 75665, CA
Certified QSD No. 75665, CA

ON-CALL SERVICES: CERES, CA

Serving as Senior Civil Engineer for the City of Ceres on-call contract, Kristen supports the review, application, and update of engineering standards and technical specifications to ensure consistency with current regulatory requirements and City practices. Her work includes conceptual planning, feasibility studies, project design, cost estimating, construction documents, bidding support, grant writing, community outreach, and regulatory compliance and permitting. She coordinates across multiple disciplines and project types, including streetscapes, utilities, parks, sports courts, downtown renovations, and trails, supporting standards implementation, plan review, and the delivery of coordinated, compliant infrastructure projects.

HSIP CYCLE 11 SAFETY IMPROVEMENTS: KINGS COUNTY, CA

Kristen serves as Project Manager for the HSIP Cycle 11 Safety Improvements Project, supporting Kings County in improving safety along key roadway corridors. Her work includes oversight of civil engineering and land surveying efforts to implement safety enhancements such as left-hand turn pockets and flashing beacons at multiple intersections, including Excelsior Avenue at 11th and 13 1/4 Avenues. The project requires integration of current safety standards and regulatory requirements to ensure consistency with statewide criteria and best practices. Kristen oversees design coordination, supports plan development, and ensures compliance with applicable standards and project objectives.

SAFE ROUTES TO SCHOOLS ADA PEDESTRIAN IMPROVEMENTS: TURLOCK, CA

Kristen served as Lead Civil Engineer for this ATP-funded sidewalk, ADA improvement, and safety project for the City of Turlock. She oversaw civil engineering and land surveying efforts to improve pedestrian circulation through the installation of curb, gutter, sidewalk, and ADA-compliant access ramps. She also supported the evaluation of intersections to determine appropriate improvements and ensure alignment with current ADA requirements and applicable design standards, coordinating design and plan preparation to deliver safe, accessible, and compliant pedestrian infrastructure.

CITY OF TRACY LANDSCAPE DEVELOPMENT STANDARDS: TRACY, CA

Kristen supported the development of the City of Tracy's Landscape Development Standards, which included a comprehensive review of existing standards and preparation of a new, coordinated standards document. Her work involved evaluating existing criteria, cross-referencing applicable codes and requirements, and supporting the development of clear and consistent design guidance. The resulting document included planting and irrigation details, site feature standards, MWELO compliance components, and written specifications, providing a user-friendly resource to support consistent design, review, and implementation of landscape improvements citywide.

ADDITIONAL EXPERIENCE

- Salado Ave & 7th St Roundabout: Patterson, CA
- E Street Improvements: Fresno, CA
- Valley Children's Hospital Infrastructure Phases 1 & 2: Merced, CA



Tim Kim, PE
Project Engineer

Tim brings extensive civil engineering experience with a focus on roadway and multimodal improvements that enhance circulation, pedestrian safety, and ADA compliance. His expertise includes grading and drainage design, utility coordination, pavement rehabilitation, striping, and accessibility upgrades. He has led public infrastructure improvements including roadway and intersection enhancements, traffic calming, stormwater management, and pedestrian and bicycle improvements. Tim develops engineering concepts, prepares plans, specifications, and cost estimates, and supports permitting and agency coordination to ensure alignment with applicable standards and regulatory requirements. He also provides construction phase services to support efficient project delivery. Tim recently earned his MBA, strengthening his effectiveness as a Project Manager through disciplined budgeting, schedule management, and proactive communication.

GOOGLE GREEN LINK ROADWAY & BICYCLE IMPROVEMENTS: SUNNYVALE, CA

Tim served as the civil engineering lead for roadway and bicycle infrastructure improvements supporting the Google Green Link project, connecting multiple campuses. The project included curb modifications along 5th Avenue, Bordeaux Drive, and Borregas Avenue, as well as coordination of utilities, stormwater management, streetscape improvements, and crossing designs to optimize vehicular, pedestrian, and bicycle circulation. Tim led access coordination with adjacent properties and evaluated design alternatives to achieve safe and efficient circulation. His work during the conceptual phase supported design development and ensured the improvements were technically sound, constructable, and aligned with broader mobility goals.

ADDITIONAL EXPERIENCE

- The Greens At Pruneridge Roadway Improvements: Santa Clara, CA

EXPERIENCE
20+ Years in the Civil Engineering Industry
Joined Westwood in 2026

EDUCATION
MBA, The Wharton School, University of Pennsylvania

BS, Civil and Environmental Engineering, UC Berkeley

REGISTRATIONS
Civil Engineer No. 77628, CA
QSP/QSD



Nick Villalobos, PE
Engineering Support

Nick supports public infrastructure improvement projects, including roadway and utility systems, with experience on projects throughout the Central Valley. He assists with design development, plan preparation, and coordination across disciplines. In his engineering support role, Nick contributes to the development of plans, specifications, and estimates and supports the delivery of coordinated, compliant improvements aligned with current design standards.

HSIP CYCLE 11 SAFETY IMPROVEMENTS: KINGS COUNTY, CA

Nick is serving as Project Engineer for the HSIP Cycle 11 Safety Improvements Project, supporting Kings County in enhancing safety along key roadway corridors. His work includes coordination of civil engineering and land surveying efforts to implement improvements such as left-turn pockets and flashing beacons. He supports design development and plan preparation, ensuring compliance with current safety standards and regulatory requirements.

E STREET COMPLETE STREETS: FRESNO, CA

Nick is serving as Project Engineer for the E Street Complete Streets project, supporting the City of Fresno in improving roadway safety and multimodal circulation. The STBG-funded project includes pavement rehabilitation, ADA-compliant curb ramps, sidewalk gap closures, a buffered Class II bicycle lane, and traffic signal modifications. Nick supports design development and plan preparation, contributing to coordinated, compliant improvements aligned with current design standards.

ADDITIONAL EXPERIENCE

- Central and Hackett Improvements: Ceres, CA
- Ward Road and SR152: Los Banos, CA

EXPERIENCE
6+ Years in the Civil Engineering Industry
2+ Year with Westwood

EDUCATION
MS, Civil Engineering, Cal Poly San Luis Obispo

REGISTRATION
Civil Engineer No. 98630, CA
QSD
FAA Part 107 Remote UAV Pilot



Paul Villaluz, PE, PTOE, IMSA II, TCDS, RSP1

Traffic Engineer

Paul specializes in transportation planning, operations, and design for public agencies. Paul has extensive experience modeling and evaluating transportation systems, developing and designing capacity and operations-based improvements, preparing and permitting complex traffic control plans, and identifying and designing safety enhancements. His diverse experience allows him to identify and implement cost-effective transportation solutions that provide high safety, mobility, and operational efficiency for local governments while creating added value for users, property owners, and the development community. Paul's prior experience also includes working for a public agency, which has given him valuable insights.

EXPERIENCE
27+ Years in the Civil Engineering/ Transportation Industry
10+ Years with Westwood

EDUCATION
MS, Civil Engineering, University of Nevada

REGISTRATIONS
Civil Engineer No. 62336, CA; RSP1 No. 465; IMSA Level II BE_108777 OE No. 1169; ATSSA No. 513175

HSIP CYCLE 11 SAFETY IMPROVEMENTS: KINGS COUNTY, CA

Enhancing roadway safety is a top priority in Kings County, where critical improvements are being made to protect drivers and pedestrians alike. Through our civil engineering and land surveying expertise, Westwood is implementing key safety features such as left-hand turn pockets and flashing beacons. On Excelsior Avenue, new left-turn pockets at the 11th and 13¼ Avenue intersections will help reduce accidents, while flashing beacons at four additional intersections will improve visibility and alertness. These upgrades are not only enhancing traffic flow but are also advancing on schedule and within budget, ensuring a timely and efficient delivery for the community. Paul is serving as Transportation Engineer.

ADDITIONAL EXPERIENCE

- Fire Station Improvements: El Nido, CA
- Tivoli Snow Property: Modesto, CA
- Traffic Signal Modifications: Washoe RTC, NV
- Southern Highlands Traffic Signal: Las Vegas, NV



Tyler Fay, PLA

Landscape Architect

Tyler is a Landscape Architect with experience in active transportation, streetscape improvements, and community planning, focused on creating safe, accessible, and well-coordinated public spaces. He has led multidisciplinary projects that include trails, complete streets improvements, playgrounds, and recreational facilities. Tyler provides master planning and design services with an emphasis on functionality, accessibility, and alignment with applicable design standards. He coordinates closely with project teams and agencies to ensure designs are practical and implementable. His work prioritizes usability, environmental responsiveness, and inclusive experiences for users of all ages and abilities.

EXPERIENCE
16+ Years in the Landscape Architecture Industry
5+ Years with Westwood

EDUCATION
BS, Landscape Architecture, Ball State University

REGISTRATION
Landscape Architect No. 6049, CA

CALLANDER AVE. COMPLETE STREETS IMPROVEMENTS: RIVERBANK, CA

Tyler served as Landscape Architect for the Callander Avenue Complete Streets Improvements project, developing a design to improve pedestrian safety and multimodal circulation along SR 108, where the community faced challenges crossing the corridor. In coordination with Caltrans and the City of Riverbank, the project required developing alternative solutions, as traffic volumes did not warrant a signalized intersection under current criteria. The design included narrowed travel lanes, a bicycle facility, shortened crosswalks, and lighted pedestrian beacons to improve crossings. Services included survey, geotechnical investigation, stormwater documentation, PS&E, permitting, and construction phase support. Improvements were designed in coordination with Caltrans standards and applicable guidelines to ensure compliance and constructability along a state highway corridor.

ADDITIONAL EXPERIENCE

- On-Call Landscape Architecture and Plan Review: Lodi, CA
- City of Tracy Landscape Development Standards: Tracy, CA



Chase Miller, PLS

Project Surveyor

Chase specializes in surveying for public improvement projects, including roadway and infrastructure systems. His expertise includes establishing horizontal and vertical control, boundary and topographic surveys, ALTA surveys, terrestrial laser scanning, construction staking, underground utility mapping, and monument preservation. He is involved in all phases of project delivery, from research and control establishment to field coordination and final deliverables, supporting accurate and reliable data for design and construction. Chase is experienced in managing large-area GNSS surveys and processing point cloud data from aerial and terrestrial scanning to support coordinated, efficient project execution.

EXPERIENCE
15+ Years in the Land Surveying Industry
2+ Years with Westwood

EDUCATION
MS, Geomatics Engineering, CSU Fresno

REGISTRATION
Land Surveyor No. 9079, CA

SB-1 MONUMENT PRESERVATION FOR ROAD REHAB. FRESNO COUNTY, CA

Chase served as Project Surveyor for SB-1-funded roadway rehabilitation projects in Fresno County, providing land surveying services including pre-construction monument preservation, construction support, and post-construction monument verification and replacement. His responsibilities included managing field crews, processing survey data, and ensuring compliance with state and local monument preservation requirements. This work supported multiple roadway segments and was critical to maintaining accurate boundary control and record integrity for roadway design and construction. His experience demonstrates expertise in municipal standards, technical specifications, and coordination with public agencies.

ADDITIONAL EXPERIENCE

- Olive Avenue Corridor Improvements, Madera, CA
- Standiford/SR 99 Interchange: Modesto, CA
- Del Rey Sidewalk Improvement, Fresno County, CA
- Irrigation Infrastructure Improvements: Madera and Merced Counties, CA



Tim Echeverria, PE

Water and Sewer Engineer

Tim brings extensive experience in the planning, design, and delivery of water and wastewater infrastructure projects. His background includes serving as Manager of Construction Management and Principal Civil Engineer for the Clark County Water Reclamation District, providing valuable insight into public agency processes and project delivery. He has significant experience coordinating engineers, contractors, regulatory agencies, and utilities, and supports efficient, well-coordinated project execution.

EXPERIENCE
37+ Years in the Civil Industry
10+ Years with Westwood

EDUCATION
MBA, UN Las Vegas

BS, Civil Engineering
UN Reno

REGISTRATION
Civil Engineer No. 50118, CA

PITTMAN/BOULDER HIGHWAY WATERLINE REPLACEMENT: HENDERSON, NV

Tim served as Director for this City of Henderson capital improvement project involving waterline replacement along Boulder Highway, Sunset Road, and within an existing residential neighborhood. The project included abandonment and replacement of existing asbestos cement waterlines with approximately 14,000 linear feet of new 8-inch and 12-inch PVC pipe, installation of valves and fire hydrants, and replacement of water service laterals. Improvements also included roadway restoration, sidewalks, curb and gutter, and traffic control. Tim coordinated closely with City operations staff and the Fire Department to sequence construction and minimize service disruptions, supporting efficient and constructible infrastructure improvements.

ADDITIONAL EXPERIENCE

- Sewer Rehabilitation Group J: Las Vegas, NV
- Collection System Capacity Upgrade, Package 1: Clark County, NV
- Pump Station P-24 and Reservoir R-24A: Henderson, NV
- Pump Station P-4, Reservoir R-15 and Reservoir R-15A: Henderson, NV
- C1551 Cougar 3090 Zone Reservoir Inlet-Outlet Pipeline: Las Vegas, NV



Stephen Plauson, PE, GE

Lead Geotechnical Engineer, Crawford & Associates

Stephen's project experience includes highways, bridges, pavements, utilities, and a range of public and private developments. He manages and conducts geotechnical investigations including site reconnaissance, soil classification, sampling, analysis, and report preparation. His work also includes laboratory testing, data analysis, and construction-phase support, providing practical recommendations that support design, constructability, and long-term performance.

EXPERIENCE
29+ Years in the Geotechnical Engineering Industry
Joined Crawford & Associates in 2026

EDUCATION
BS, Civil Engineering, CSU Fresno

REGISTRATION
Civil Engineer No. 61926, CA
Geotechnical Engineer No. 2731, CA

HERNDON AVENUE WIDENING: FRESNO, CA

Stephen provided geotechnical design for widening both sides of the existing Herndon Avenue Bridge. The existing bridge consisted of an approximately 213-foot long by 71-foot wide, continuous 3-span, precast/pre-stressed concrete "I" girder structure supported on reinforced concrete pier walls and diaphragm abutments, all on spread footings. The proposed bridge widenings consisted of similar 3-span structures of approximately 23'-3" and 68'-9" widths to accommodate a travel lane on the south and travel and bike lanes on the north. Selected foundation support included Class 140 and Class 200 driven H-piles to minimize differential movement between existing and new foundations. The widening of approach fills to support the additional traffic and bike lanes utilized Caltrans Type 1 cantilever retaining walls.

ADDITIONAL EXPERIENCE

- Lacey Boulevard Widening/Realignment and Roundabout at SR 43: Hanford, CA
- Trunk Sewer And Prince Road Sewer Line Project: Newman, CA
- County of Fresno Geotechnical Services On-Call: Fresno County, CA
- Madera County Multiple Roadways Rehabilitation: Madera County, CA
- Water Transmission Line Project: Winton, CA



Bryan Kroeger, PE

QA/QC, CCME

Bryan has 17 years of experience delivering public projects. As a Project Manager, Construction Manager, and Resident Engineer, he has worked on all aspects of project delivery, including preconstruction permitting and utility agreements. He has extensive experience on both the state highway system and local roads and is well-versed in state and federal standards. Bryan has also helped clients successfully pass numerous federal, state, and Caltrans oversight audits.

EXPERIENCE
18+ Years in the Civil Industry
3+ Years with CCME

EDUCATION
MS, Civil Engineering, CSU Fresno

REGISTRATION
Civil Engineer No. 79177, CA

HIGHWAY 137 ROUNDABOUT: TULARE, CA

Bryan is the Project Manager for a project replacing the two-way stop at Highway 137 and Morrison Street with a roundabout to improve safety and capacity. The project includes pavement grinding, new roadway sections, curbs, and median islands. It requires coordination with Caltrans and other stakeholders. CCME is managing construction, materials testing, and inspections for traffic control, painting, and concrete work.

ARPA ROAD REHABILITATION: MERCED COUNTY, CA

Bryan was the Project Manager for a $13 million project that rehabilitated 22.5 miles of roadway across 12 Merced County locations. The work included dig-outs, cross-slope corrections, drainage restoration, roadside ditches, leveling, and removal of quarter crowns. The project used 92,000 tons of hot mix asphalt and 17,395 tons of shoulder backing, and was completed ahead of schedule.

ADDITIONAL EXPERIENCE

- Emergency Homeless Shelter: Tulare, CA
- River Parkway Road: Madera County, CA
- Atwater Merced Expressway: Merced, CA

Westwood

7108 N Fresno Street, Suite 400
Fresno, CA 93720
main 559.571.1765

April 17, 2026
Attn: Jaklin Hart
City of Hanford - Utilities and Engineering Division
900 S 10th Avenue, Hanford, CA 93230

Re: Fee Proposal for the City of Hanford Standards and Specifications Update

Dear Ms. Hart,

Attached is the Westwood Professional Services cost proposal for the City of Hanford Standards and Specifications Update for the City's review. We look forward to the opportunity to continue working with the City of Hanford.

Sincerely,

Scott Roberts, PLS, Principal-in-Charge
7108 N Fresno Street, Suite 400, Fresno, CA 93720
559.668.0009 - scott.roberts@westwoodps.com

Kristen Scheidt, PE, Project Manager
7108 N Fresno Street, Suite 400, Fresno, CA 93720
209.201.1640 - kristen.scheidt@westwoodps.com

Fee Proposal for the City of Hanford Standards and Specifications Update

	Tasks	Project Manager IV	Traffic/Transportation Specialty	Water / Wastewater Specialty	Drainage Specialty	Graduate Engineer III	Graduate Engineer I	Engineering Tech II	Admin I	Intern I	Reimbursables	Geotechnical Subconsultant	Construction Management Subconsultant	Hours	Task Subtotal	Task Total Fee
		Westwood Professional Services										Subcons.				
		$290.00	$285.00	$285.00	$285.00	$185.00	$165.00	$135.00	$125.00	$100.00						
TASK/DESCRIPTION																
TASK 1: EXISTING STANDARDS EVALUATION & GAP ANALYSIS														**142**	**$74,560**	**$80,590**
1.1	Kick-Off Meeting	2				2					200			4	$1,150	$1,180
1.2	Review of City's Existing Standard Plans	4	12	12	12	8	20					$7,500	$7,500	68	$31,200	$33,450
1.3	Review of City's Existing Specifications	8	8	8	8	16						$7,500	$7,500	48	$27,120	$29,370
1.4	Technical Memorandum	4	2	2	2	12						$5,000	$5,000	22	$15,090	$16,590
TASK 2: STANDARDS FRAMEWORK & ORGANIZATION														**64**	**$39,060**	**$42,810**
2.1	Prepare Recommendations for Document Organizational Structure	4				8	12							24	$4,620	$4,620
2.2	Prepare Recommendations for Format of Specifications	8	4	4	4	20						$10,000	$15,000	40	$34,440	$38,190
TASK 3: REGULATORY UPDATES AND BEST PRACTICES INTEGRATION														**96**	**$36,040**	**$38,290**
3.1	Identify Regulatory Updates (i.e. Federal, State, Local, ADA, PROWAG)	8				8	20							36	$7,100	$7,100
3.2	Identify California Building Code Updates	8				8	20						$15,000	36	$22,100	$24,350
3.3	Identify California MUTCD Updates		12											12	$3,420	$3,420
3.4	Identify Caltrans Standareds and Highway Design Manual Updates		12											12	$3,420	$3,420
TASK 4: DESIGN CRITERIA MODERNIZATION														**86**	**$21,280**	**$21,280**
4.1	Roadway and Complete Streets Design Updates	2				4	8							14	$2,640	$2,640
4.2	Mutlimodal Transportation Updates	2	8				8							18	$4,180	$4,180
4.3	Pavement Design and Rehabilitation Updates	2					8							10	$1,900	$1,900
4.4	Water System Updates			8										8	$2,280	$2,280
4.5	Sewer System Updates			8										8	$2,280	$2,280
4.6	Storm Drain System Updates				8									8	$2,280	$2,280
4.7	Traffic Control Updates		8											8	$2,280	$2,280
4.8	Striping and Signalization Updates		8											8	$2,280	$2,280
4.9	Drainage, Stormwater Quality, and LID Updates	2												2	$580	$580
4.10	Site Development Updates	2												2	$580	$580
TASK 5: STANDARD PLANS AND DETAILS														**132**	**$20,040**	**$20,040**
5.1	Update Outdated Details Utilizing Data Obtained Through Reviews	4				8	40	80						132	$20,040	$20,040
TASK 6: TECHNICAL SPECIFICATIONS UPDATE														**52**	**$10,670**	**$10,670**
6.1	Update Technical Specification Utilizing Data Obtained Through Reviews	8				40								48	$9,720	$9,720
6.2	Coordination with City Staff	2				2								4	$950	$950
TASK 7: DEVIATION/ALTERNATIVE DESIGN CRITERIA														**32**	**$6,520**	**$6,520**
7.1	Document Deviations for Evaluation and Approval	8				12	12							32	$6,520	$6,520
TASK 8: COORDINATION AND REVIEW														**56**	**$13,500**	**$13,530**
8.1	Meeting to Review Findings from Existing Standards Evaluation	4				4					200			8	$2,100	$2,130
8.2	Meeting to Review Organizational Structure	2				2								4	$950	$950
8.3	Meeting to Review Regulatory Updates	4				4								8	$1,900	$1,900
8.4	Meeting to Review Design Criteria Modernization	2				2								4	$950	$950
8.5	Meeting to Review Comments to Standards Update	8				8								16	$3,800	$3,800
8.6	Meeting to Review Comments to Technical Specification Update	4				4								8	$1,900	$1,900
8.7	Meeting to Review Final Comments and/or Coordination	4				4								8	$1,900	$1,900
TASK 9: FINAL DOCUMENTATION AND IMPLEMENTATION SUPPORT														**56**	**$10,560**	**$10,560**
9.1	Make Final Updates to Standard Drawings	4				8	16							28	$5,280	$5,280
9.2	Make Final Updates to Technial Specifications	4				8	16							28	$5,280	$5,280
	TOTAL HOURS	**114**	**74**	**42**	**34**	**192**	**180**	**80**	**0**	**0**				716		
	TOTAL COST	**$33,060**	**$21,090**	**$11,970**	**$9,690**	**$35,520**	**$29,700**	**$10,800**	**$0**	**$0**	**$400**	**$30,000**	**$50,000**		**$232,230**	**$244,290**
	CONSULTANT MARK-UP 15%										**$60**	**$4,500**	**$7,500**			
	GRAND TOTAL	**$33,060**	**$21,090**	**$11,970**	**$9,690**	**$35,520**	**$29,700**	**$10,800**	**$0**	**$0**	**$460**	**$34,500**	**$57,500**			**$244,290**

Westwood

FEE SCHEDULE FOR PUBLIC INFRASTRUCTURE SERVICES
2026 – California PW

The following is the fee schedule for all work performed under an hourly agreement.

Classification	Hourly Rate
Admin I	$125.00
Admin II	$135.00
Admin III	$145.00
Admin IV	$165.00
Admin V	$180.00
Intern I	$100.00
Intern II	$120.00
Intern III	$135.00
Remote Sensing Tech I	$140.00
Remote Sensing Tech II	$155.00
Remote Sensing Tech III	$180.00
Remote Sensing Tech IV	$190.00
Remote Sensing Tech V	$205.00
Remote Sensing Tech VI	$235.00
Dust Monitor	$80.00
Construction Observer I	$125.00
Construction Observer II	$130.00
Construction Observer III	$145.00
Construction Observer IV	$170.00
Construction Observer V	$185.00
Drafter I	$115.00
Drafter II	$135.00
Drafter III	$150.00
Drafter IV	$170.00
Engineering Tech I	$115.00
Engineering Tech II	$135.00
Engineering Tech III	$150.00
Engineering Tech IV	$170.00
Engineering Tech V	$180.00
Engineering Tech VI	$195.00
Engineering Tech VII	$215.00
Graduate Engineer I	$165.00
Graduate Engineer II	$175.00
Graduate Engineer III	$185.00
Graduate Engineer IV	$195.00
Engineer I	$200.00
Engineer II	$210.00

Engineer III	$225.00
Engineer IV	$245.00
Engineer V	$285.00
Engineer VI	$300.00
Engineer VII	$315.00
Environmental Field I	$115.00
Environmental Field II	$125.00
Environmental Field III	$135.00
Environmental Scientist I	$130.00
Environmental Scientist II	$145.00
Environmental Scientist III	$165.00
Environmental Scientist IV	$180.00
Environmental Scientist V	$200.00
Environmental Scientist VI	$215.00
Environmental Scientist VII	$240.00
Environmental Scientist VIII	$265.00
GIS I	$110.00
GIS II	$125.00
GIS III	$140.00
GIS IV	$155.00
GIS V	$185.00
GIS VI	$200.00
GIS VII	$210.00
GIS VIII	$220.00
Graduate/Landscape Designer I	$155.00
GraduateLandscape Designer II	$170.00
Graduate/Landscape Designer III	$180.00
Graduate/Landscape Designer IV	$195.00
Landscape Architect I	$175.00
Landscape Architect II	$185.00
Landscape Architect III	$195.00
Landscape Architect IV	$215.00
Landscape Architect V	$235.00
Landscape Architect VI	$260.00
Assistant Project Manager I	$205.00
Assistant Project Manager II	$220.00
Assistant Project Manager III	$230.00
PM I	$215.00
PM II	$240.00
PM III	$265.00
PM IV	$290.00
PM V	$310.00
PM VI	$325.00
PM VII	$340.00

Survey Field Travel - CA only	$55.00
Survey Field Office - CA Only	$55.00
Survey Field 1 (Rod Person)	$210.00
Survey Field 2 (Instrument Person)	$210.00
Survey Field 3 (Crew Chief)	$250.00
Survey Field 4 (Sr. Crew Chief)	$275.00
Survey Field 5 (Survey Coordinator)	$190.00
Survey Field 6 (Field Manager)	$250.00
Survey Field 7 (One-Person Crew)	$260.00
Survey Tech I	$120.00
Survey Tech II	$135.00
Survey Tech III	$150.00
Survey Tech IV	$175.00
Survey Tech V	$195.00
Survey Tech VI	$210.00
Graduate Surveyor I	$155.00
Graduate Surveyor II	$170.00
Graduate Surveyor III	$180.00
Surveyor I	$175.00
Surveyor II	$195.00
Surveyor III	$220.00
Surveyor IV	$240.00
Surveyor V	$260.00
Surveyor VI	$280.00
Project Processor I	$95.00
Project Processor II	$115.00
Project Coordinator I	$145.00
Project Coordinator II	$155.00
Project Coordinator III	$165.00
Senior Project Coordinator I	$175.00
Senior Project Coordinator II	$190.00
GMS Tech I	$90.00
GMS Tech II	$100.00
GMS Tech III	$110.00
GMS Tech IV	$125.00
GMS Engineer I	$145.00
GMS Engineer II	$160.00
GMS Engineer III	$180.00
GMS Engineer IV	$195.00
Remote Sensing Field Tech I	$100.00
Remote Sensing Field Tech II	$130.00
Remote Sensing Field Tech III	$140.00
Remote Sensing Field Tech IV	$165.00
Remote Sensing Field Tech V	$180.00

Remote Sensing Field Tech VI	$195.00
Remote Sensing Field Tech VII	$205.00
Remote Sensing Field Tech VIII	$220.00
1 Person Geospatial Crew (w/Truck)	$180.00
Business Development I	$115.00
Business Development II	$130.00
Business Development III	$145.00
Business Development IV	$160.00
Business Development V	$170.00
Business Development VI	$175.00
Researcher I	$95.00
Researcher II	$105.00
Researcher III	$125.00
Researcher IV	$145.00
Field Intern I	$95.00
Field Intern II	$110.00
Field Engineer I	$120.00
Field Engineer II	$135.00
Field Engineer III	$155.00
Field Engineer IV	$165.00
Expert Witness – Court Appearance/Deposition	2 x rate
Westwood Current™ (Geospatial Project Management Tool) Setup and Licensing	$600.00+
Specialized Geospatial Equipment – Per Day Use	$200.00 – $3,000.00

Charges for Other Direct Costs, Outside Services, and facilities furnished by Westwood are computed on the basis of actual cost plus 15 percent.

AGENDA
STAFF REPORT

MEETING DATE: 6/2/2026	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Authorization to apply for the Bureau of Justice Assistance (BJA) FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of $19,478 to purchase crowd control equipment for the Hanford Police Department's Special Response Team (SRT); and if awarded, amend the budget to recognize the grant, appropriate $19,478 in the General Fund for the Police Department, and authorize the City Manager or Police Chief to execute all grant related documents.

RECOMMENDATION:

Recommendation: Staff recommends that the City Council, by motion, authorize the Police Department to apply for the Bureau of Justice Assistance (BJA) FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of $19,478 to purchase crowd control equipment for the Hanford Police Department's Special Response Team (SRT); and if awarded, amend the budget to recognize the grant, appropriate $19,478 in the General Fund for the Police Department, and authorize the City Manager or Police Chief to execute all grant related documents.

Recommended Motion: I move to authorize the Police Department to apply for the Bureau of Justice Assistance (BJA) FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of $19,478 to purchase crowd control equipment for the Hanford Police Department's Special Response Team (SRT); and if awarded, amend the budget to recognize the grant, appropriate $19,478 in the General Fund for the Police Department, and authorize the City Manager or Police Chief to execute all grant related documents.

BACKGROUND:

The U.S. Department of Justice Bureau of Justice Assistance (BJA) Edward Byrne Memorial Justice Assistance Grant (JAG) Program is offering grant funding to local governments to support a wide variety of law enforcement and public safety initiatives.

The Hanford Police Department (HPD) is in the process of establishing a Special Response Team (SRT) to be better prepared for civil disturbance incidents and other large-scale public safety events within the City and surrounding areas that might require enhanced coordination and crowd management capabilities. Currently, the department does not possess dedicated crowd control and less-lethal response equipment necessary to respond to these types of incidents.

The BJA has allocated $19,478 for a potential award amount for the Hanford Police Department. HPD would like to apply for the full JAG Program allocation to purchase the necessary equipment to outfit officers assigned to the SRT. Requested items include riot helmets, protective gloves, restraint devices, batons, and less-lethal launchers with associated operational and training rounds. The full

breakdown of requested items can be found on the HPD Budget Detail attachment. The requested equipment will provide SRT officers with response options that support de-escalation while enhancing officer and public safety during potentially turbulent situations. The equipment will also improve the department's operational readiness and ability to support nearby agencies in mutual aid situations.

There are no matching funds associated with this grant. Grant funds will be used solely for equipment purchases and associated taxes. The grant does not include any other costs aside from equipment. Personnel costs are not included in the grant, as the SRT will utilize the department's existing officers assigned to the SRT on an ancillary basis.

The application period for the BJA JAG Program closed on May 22, 2026. For this reason, staff submitted the application prior to receiving Council approval. However, should Council choose not to approve the application, HPD can withdraw from consideration.

If HPD is awarded the grant, staff is requesting that the City Council authorize the City Manager or Police Chief to execute the grant agreement and all grant related documents, including the attached "Certifications and Assurances."

FISCAL IMPACT:

If awarded, the fiscal impact will total $19,478, paid by the BJA JAG Program. The total amount will need to be appropriated to the General Fund for the Police Department. The City will be reimbursed by the grant administrator after the equipment is purchased. Ongoing maintenance and replacement of equipment will be supported through the department’s existing budget as needed.

ATTACHMENTS:

1. BJA FY2025 NOFO
2. Certifications and Assurances
3. HPD Budget Detail

OMB No. 1121-0329
Approval Expires 02/28/2027

BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

Total Amount To Be Awarded Under This Funding Opportunity: $96,384,585

Anticipated Award Ceiling: Up to $4,098,693

Anticipated Period of Performance Duration: 48 months

Funding Opportunity Number: O-BJA-2025-172542

Deadline to submit SF-424 in Grants.gov: **April 21, 2026 by 11:59pm Eastern Time**
Deadline to submit application in JustGrants: **April 28, 2026 by 5:00pm Eastern Time**

Bureau of Justice Assistance
U.S. Department of Justice

CONTENTS


Basic Information 3


Eligibility 7


Program Description 8


Application Contents, Submission Requirements, and Deadlines 13


Application Review 26


Award Notices 27


Post-Award Requirements and Administration 28


Other Information 30


Application Checklist 31

BASIC INFORMATION

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is accepting applications for funding in response to this notice of funding opportunity (NOFO).

Agency Name	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance
NOFO Title	BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula
Announcement Type	Initial
Funding Opportunity Number	O-BJA-2025-172542
Assistance Listing Number	16.738

Executive Summary

This NOFO will provide formula funding to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.
10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.

- **Category 1: Applicants with allocation amounts less than $25,000**
  Category 1 provides formula funding to eligible units of local government with FY25 JAG allocations less than $25,000 as listed on the JAG Allocations webpage. Applicants must use JAG funds consistent with the programmatic requirements outlined in this NOFO.

- **Category 2: Applicants with allocation amounts $25,000 or more**

Category 2 provides formula funding to eligible units of local government with FY25 JAG allocations of $25,000 or more as listed on the JAG Allocations webpage. Applicants must use JAG funds consistent with the programmatic requirements outlined in this NOFO.

Please see the Eligible Applicants section for the eligibility criteria.

OJP is committed to advancing work that furthers DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

Key Dates and Times

Funding Opportunity Release Date	March 13, 2026
SAM.gov Registration/Renewal	Recommend beginning process by March 13, 2026, and no later than March 27, 2026
Step 1: Grants.gov Application Deadline	11:59 p.m. Eastern Time on April 21, 2026
Step 2: JustGrants Application Deadline	5:00 p.m. Eastern Time on April 28, 2026

Funding Details

Total Amount To Be Awarded Under This Funding Opportunity: $96,384,585

- **C-BJA-2025-00118-PROD, Category 1: Applicants with allocation amounts less than$25,000**
  - **Anticipated Number of Awards:** 637
  - **Anticipated Award Ceiling:** $24,975
  - **Anticipated Period of Performance Start Date:** October 1, 2024
  - **Anticipated Period of Performance Duration:** 24 months

- **C-BJA-2025-00119-PROD, Category 2: Applicants with allocation amounts $25,000 or more**
  - **Anticipated Number of Awards:** 593
  - **Anticipated Award Ceiling:** $4,098,693
  - **Anticipated Period of Performance Start Date:** October 1, 2024
  - **Anticipated Period of Performance Duration:** 48 months

Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this NOFO is intended to, nor does it, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the

United States or its departments, agencies, entities, officers, employees, agents, or any other person.

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Agency Contact Information

For assistance with the requirements of this funding opportunity:

OJP Response Center
Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only)
Email: OJP.ResponseCenter@usdoj.gov
Hours of operation: 9:00 a.m. to 5:00 p.m. Eastern Time (ET) Monday–Friday

For assistance with **SAM.gov** (registration/renewal):

SAM.gov Help Desk
Web: SAM.gov Help Desk (Federal Service Desk)
Hours of operation: 8:00 a.m. to 8:00 p.m. ET Monday–Friday, except on federal holidays

For assistance with **Grants.gov** (registration, submission of the Application for Federal Assistance SF-424):

Grants.gov Customer Support Hotline
Phone: 800-518-4726, 606-545-5035
Email: support@grants.gov
Web: Grants.gov Customer Support
Hours of operation: 24 hours a day, 7 days a week, except on federal holidays

For assistance with **JustGrants** (registration, submission of full application):

JustGrants Service Desk
Phone: 833-872-5175
Email: JustGrants.Support@usdoj.gov
Hours of operation: 7:00 a.m. to 9:00 p.m. ET Monday–Friday and 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers).

Resources for Applying

OJP Grant Application Resource Guide: Referred to as the Application Resource Guide throughout the NOFO, this resource provides guidance to help applicants for OJP funding prepare and submit their applications.

JustGrants Application Submission Training Webpage: Offers helpful information and resources on the grant application process.

Note: If this NOFO requires something different from any guidance provided in the Application Resource Guide, the difference will be noted in this NOFO and the applicant should follow the guidance in this NOFO.



ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply for this funding opportunity are listed below:

- **Government Entities**
  - Special district governments
  - City or township governments
  - County governments
  - Native American tribal governments (Federally recognized)

By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state, or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

Prior to starting an application to this NOFO, all prospective unit of local government applicants should check the JAG Allocation page and the link to their relevant state to determine if they are eligible for a direct award from BJA.

- Eligible applicants with allocation amounts of less than $25,000 must apply to Category 1.
- Eligible applicants with allocation amounts of $25,000 or more must apply to Category 2.
- Only one eligible unit of local government that is a member of a disparate group may apply for funding as the fiscal agent for the other members of the group.
- Applications from ineligible units of local government (i.e., not listed in the allocation charts) will not be accepted for funding.

Cost Sharing/Match Requirement

This NOFO does **not** require cost sharing/match.

PROGRAM DESCRIPTION

General Purpose of the Funding

This NOFO will provide formula funding to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.
10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.

This NOFO has two categories:

Category 1: Applicants with allocation amounts less than $25,000
Category 1 provides formula funding to eligible units of local government with FY25 JAG allocations less than $25,000 as listed on the JAG Allocations webpage. Applicants must use JAG funds consistent with the programmatic requirements outlined in this NOFO.

Category 2: Applicants with allocation amounts $25,000 or more
Category 2 provides formula funding to eligible units of local government with FY25 JAG allocations of $25,000 or more as listed on the JAG Allocations webpage. Applicants must use JAG funds consistent with the programmatic requirements outlined in this NOFO.

In connection with all of the above purposes, it should be noted that the JAG statute, at 34 U.S.C. § 10152, defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including but not limited to police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies

assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency."

Additionally, JAG funds awarded under this NOFO may be used for any purpose indicated here: Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants (JAG) Program May Be Used.

Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, local, tribal and territorial (SLTT) law enforcement. BJA encourages SLTT recipients of FY25 JAG funding to join federal law enforcement agencies in addressing the following challenges:

Combatting Violent Crime: JAG funds may be used to implement, enhance, or expand projects that combat violent crime. This should include directly supporting law enforcement operations. Specific activities could include addressing human trafficking of American citizens; dismantling criminal gangs, street crews, and drug networks, including drug manufacturing, dealing, and trafficking; and cracking down on the open use of illegal drugs. State and local agencies are encouraged to coordinate with their United States Attorneys and Project Safe Neighborhoods grantees in order to leverage JAG funding for violence reduction projects, to include the DOJ Operation Take Back America to eliminate cartels and transnational criminal organizations; and to coordinate their law enforcement activities with those of federal law enforcement agencies such as the Federal Bureau of Investigation (FBI), the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security.

Further, state and local agencies may use JAG funds to protect the public, critical infrastructure, mass gathering events, and public facilities from threats posed by the careless or unlawful use of unmanned aircraft systems (UAS) as well as to interrupt drug cartels use of UAS for smuggling and surveilling law enforcement, to include purchase of UAS (see BJA's UAS page for prior approval requirements before using JAG funds for UAS or counter-UAS) or equipment or services for the detection, tracking, or identification of drones and drone signals.

Immigration Enforcement: State and local agencies may use JAG funds to partner with federal law enforcement on immigration enforcement operations (e.g., information sharing, 287(g) partnerships, task forces, and honoring detainers), protecting critical infrastructures, and information/intelligence problems.

Safe Communities: State and local agencies may use JAG funds to support services to American citizens and American victims of crime to create safe communities. JAG funds can be used to collaborate with federal law enforcement and task forces to address endemic vagrancy and encampments that create safe havens for drugs, crime, and human trafficking. Additionally, state and local agencies may use JAG funds to focus on improving public order and quality of life through enforcement and prosecution of nuisance abatement and blight including, among other things, petty larceny and criminal damage to property, as well as utilization of maximally flexible civil commitment,

institutional treatment, and step-down treatment standards to address untreated mental health and substance use disorders. JAG funds may also be used to support American victims of trafficking and sexual assault.

Safe Houses of Worship: State and local agencies may use JAG funds to respond to and deter threats to houses of worship and other religious institutions, including religious schools. Religious institutions have recently been targeted for acts of violence and desecration. These organizations typically lack sufficient security resources to respond to heightened threats. State and local law enforcement support to houses of worship, religious schools, and other religious institutions is an effective way to combat such threats.

Applicants should refer to Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative for information on allowable and unallowable costs that may inform the development of their project design.

Unallowable Uses of Funds

The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.

2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that – (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.

3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 “Unallowable Costs” (“Legal Services for Aliens”), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply— (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Formula Allocations

The FY25 Local JAG Allocations are listed on the JAG Allocations webpage, with separate lists for each state. **As explained in Eligibility, only listed eligible units of local government may apply to receive direct JAG funding from BJA.**

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). **Units of local government identified by BJA as disparate must select a fiscal agent that will submit an application for the total allocation that includes all disparate jurisdictions.** A memorandum

of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by each participating jurisdiction's authorized representative. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. **Notes on identifying disparity in the allocation lists:**

- Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
- Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and be a signatory on the required MOU.
- Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU. See the JAG FAQs for more information. A sample MOU is also available.

The JAG statutory formula is fully described within the JAG Technical Report.

Other JAG Statutory Requirements

Certification and Assurances: The JAG statute, at 34 U.S.C. § 10153 (A)(1-5), details requirements related to governing body review and public comment of a JAG application, prohibition on supplanting, as well as other requirements for which JAG recipients must submit to BJA certification and assurances. See Additional Application Components section for more details.

Prohibited Items: The JAG statute, at 34 U.S.C. § 10152, prohibits the use of JAG funds for certain items, and prohibits the use of JAG funds for other items unless BJA grants a waiver. The JAG Prohibited Expenditures Guidance provides lists, details, definitions, and procedures for prohibited expenditures under the BJA JAG Program. See Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative and Additional Application Components for more details.

Administrative Costs: The JAG statute, at 34 U.S.C. § 10152, requires that not more than 10 percent of a JAG grant may be used for costs incurred to administer such grant. See Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative for more details.

Trust Fund: The JAG statute, at 34 U.S.C. § 10158, requires that a State or unit of local government that elects to draw down JAG funds in advance must establish a trust fund in which to deposit amounts. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(11) apply. See the JAG FAQs for more details.

Program Goals and Objectives

Goal: Improve the administration of the criminal justice system.

Objective 1: Provide states with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems.

Objective 2: Assist units of local government with their criminal justice needs.

How Awards Will Contribute to Program Goals/Objectives

BJA anticipates that unit of local government recipients of JAG funding will use the funding to improve the administration of the criminal justice system.

Expected Outcomes: Deliverables and Performance Measures

To achieve the goals and objectives of this funding opportunity, OJP has identified expected deliverables that must be produced by a recipient. OJP has also identified performance measures (pieces of data) that will indicate how a recipient is achieving the performance goals and objectives identified above. Recipients will need to collect and report this performance measure data to OJP.

OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Recipients under this funding opportunity will not submit any deliverables beyond the standard Post-Award Requirements and Administration.

Performance Measures

OJP will require each award recipient to submit regular performance reports that communicate progress toward achieving the goals and objectives identified in Program Goals and Objectives. Applicants can visit OJP's performance measurement page at ojp.gov/performance for more information on performance measurement activities.

A list of performance measure questions for this funding opportunity can be found at: https://bja.ojp.gov/funding/performance-measures/jag-measures.pdf.

Funding Instrument

OJP expects to make awards under this funding opportunity as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the Application Resource Guide for a brief discussion of important statutes, regulations, and award conditions.



APPLICATION CONTENTS, SUBMISSION REQUIREMENTS, AND DEADLINES

This NOFO contains all the information needed to apply for this funding opportunity. The application for this funding opportunity is submitted through web-based forms and attachments in Grants.gov and JustGrants through the steps that follow.

Unique Entity Identifiers (UEIs) and SAM.gov Registration

To submit an application, an applicant must have an active registration in the System for Award Management (SAM.gov). SAM.gov assigns entities a unique entity identifier (UEI) that is required for the entity to apply for federal funding. Applicants will enter their UEI with their application. Award recipients must then maintain an active UEI for the duration of their award's period of performance.

First-time Registration: Entities registering in SAM.gov for the first time will submit information about their entity type and structure, financial information (such as dates of the fiscal year, banking information, and executive compensation), entity points of contact, and other information. The information is reviewed and verified by SAM.gov, and then a UEI is issued. This process may take several weeks, so entities considering applying for funding should begin the registration process as soon as possible.

Renewing an Existing Registration: Entities must renew their SAM.gov registration every 12 months to keep it active. If an entity does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent the submission of an application for funding in Grants.gov and JustGrants.

Applicants are encouraged to start the SAM.gov registration or renewal process **at least 30 days prior to the application's Grants.gov deadline.** Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not be able to complete the process in time and will not be considered for a technical waiver that allows for late submission.

Submission Instructions: Summary

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants. See Basic Information: Key Dates and Times for the Grants.gov and JustGrants application deadlines.

- **Step 1:** The applicant must submit the required Application for Federal Assistance SF-424 by the Grants.gov deadline.
- **Step 2:** The applicant must submit the full application, including attachments, through JustGrants by the deadline (see JusticeGrants.usdoj.gov).

Submission Step 1: Grants.gov Submission of SF-424

Access/Registration

If the applicant does not already have a Grants.gov account, they will need to register for this opportunity in Grants.gov. Applicants should follow the Grants.gov Quick Start Guide for Applicants to register, create a workspace, assign roles, submit an application, and troubleshoot issues.

Submission of the SF-424

Applicants will begin the application process in Grants.gov with the submission of the SF-424, which collects the applicant's name, address, and UEI; the funding opportunity number; and proposed project title, among other information. The SF-424 must be signed by the Grants.gov Authorized Organizational Representative for the applicant.

See the Application Resource Guide for additional information on completing the SF-424.

Section 8F – Applicant Point of Contact: Please include the name and contact information of the individual **who will complete the application in JustGrants.** JustGrants will use this information (*i.e.*, email address) to assign the application to this user in JustGrants.

Section 19 – Intergovernmental Review: This funding opportunity is subject to Executive Order (E.O.) 12372 (Intergovernmental Review). States that participate in the Intergovernmental Review process have an opportunity to review the applicant's submission. An applicant may find the names and addresses of state Single Points of Contact (SPOCs) for Intergovernmental Review at https://www.ojp.gov/IntergovernmentalReviewSPOCList.pdf. If the applicant's state appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the state's process under E.O. 12372. On the SF-424, an applicant whose state appears on the SPOC list must make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting, "Program is subject to E.O. 12372 but has not been selected by the state for review."

An applicant should submit the SF-424 as early as possible and recommended not later than 48 hours before the Grants.gov deadline. If an applicant fails to submit the SF-424 in Grants.gov by the deadline, they will be unable to submit their application in JustGrants.

Once the first part of the application has been successfully submitted in Grants.gov, the Grants.gov Workspace status will change from "In Progress" to "Submitted." Applicants will also receive a series of four Grants.gov email notifications. Refer to the DOJ Application Submission Checklist for additional details.

If an applicant needs to update information in the SF-424 after it is submitted in Grants.gov, they can update the information as part of their JustGrants submission (see Application Contents, Submission Requirements, and Deadlines: Standard Applicant Information). They do not need to submit an update in Grants.gov.

Submission Step 2: JustGrants Submission of Full Application

Access/Registration

For first-time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the email address listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after confirmation from Grants.gov of the SF-424 submission.

Creating and setting up a JustGrants account consists of three steps:

1. Follow the instructions in the email to first confirm who will be the Entity Administrator (the person who manages which staff can access JustGrants on behalf of the applicant).
2. Log in to JustGrants and confirm the information in the Entity Profile.

3. Invite other individuals who will serve as the Application Submitter and the Authorized Representative for the applicant to register for JustGrants.

These steps should be completed in JustGrants as early as possible and recommended not later than 48 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Applicants can find additional information on JustGrants registration in the DOJ Grant Application Submission Checklist.

Preparing for Submission

Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare, enter, and upload all the requirements of the application.

Applicants may save their application in the system and add to or change the application as needed prior to hitting the "Submit" button at the end of the application in JustGrants. After the application deadline, no changes or additions can be made to the application. **OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline.**

For additional information, including file name and type requirements, see the "How To Apply" section in the Application Resource Guide.

Standard Applicant Information

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and can make whatever edits are needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and confirm the organization's unique entity identifier, legal name, and address.

Proposal Abstract

A Proposal Abstract (no more than 2,000 characters) summarizing the proposed project—including its purpose, primary activities, expected outcomes, the service area, intended beneficiaries, and subrecipients (if known)—must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information. Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples

- The city of [insert] will use JAG funds for overtime for increased patrols to bolster the security of at-risk religious institutions, such as houses of worship and religious schools.
- The county of [insert] will use JAG funds to purchase police cruisers and officer personal protected equipment for increased law enforcement operations.

Disparate JAG Abstract Example

> The disparate jurisdictions of [insert] and [insert] will use JAG funds for technology improvements and law enforcement equipment. Specifically, the county of [insert] will

use JAG funds to replace its records management system, and the city of [insert] will use JAG funds to purchase ruggedized laptops for officers.

Data Requested With Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

The Financial Management and System of Internal Controls Questionnaire helps OJP assess what financial management and internal control systems the applicant has in place, whether these systems would be sufficient to maintain a funding award, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based form in JustGrants. See the Application Resource Guide: Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status) for additional guidance on how to complete the questionnaire.

JAG Survey

Applicants will be required to respond to JAG specific survey questions as part of the JustGrants application. Please refer to the steps below to help guide you through initiating, completing, modifying, and obtaining the status of the survey in the JustGrants system:

- To initiate the survey, please click on the survey title to open.
- When you have completed the survey, please click the “Finish” button in the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.
- To go back to the main application screen, go to the “Actions” menu in the top right corner of the screen and select “Close” to exit the survey review screen.
- The survey you just completed will still display an “Open” status. To confirm the completed status of your survey, go back to the “Actions” menu and select “Refresh.” The status of your completed survey will change to “Resolved—Completed.”
- If you would like to verify the responses to a completed survey, you may click the survey title to reopen it and view your saved responses.
- If you would like to change and/or update the responses to a completed survey, you may click the “Reopen” option to update your saved responses.

Proposal Narrative

Format of the Proposal Narrative: The Proposal Narrative will be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point size font; have no less than 1-inch margins; have numbered pages; and should not exceed 10 pages.

Sections of the Proposal Narrative: The Proposal Narrative should include the three sections listed below.

1. **Description of the Issue:** What critical issue or problem is the applicant proposing to address with this project? Please include:

- Identify the issues the unit(s) of local government intend(s) to address with JAG funds, to include gaps in the jurisdiction's needed resources for criminal justice purposes.
- Include discussion of any issues that arose in administering previous fiscal years' JAG awards, if applicable, and how its strategy and funding priorities will address the issues.

2. **Project Design and Implementation:** How will the proposed project address the need identified and address the purpose of the NOFO? Please include:
   - Describe the unit(s) of local government process, if any, for engaging stakeholders from across the justice continuum and how that input informs priorities and decisions on the statutory JAG program areas under which it will use funding.
   - Describe how JAG funds will be coordinated with state and related justice funds.
   - Provide description of the programs to be funded over the 4-year grant period, to include any subawards.
3. **Capabilities and Competencies:** What administrative and technical capacity and expertise does the applicant bring to successfully complete this project? Please include:
   - Describe the applicant's capacity to deliver the proposed project and meet the requirements of the award, including collecting and reporting the required performance measure data. Who will be responsible for this task, and how will the applicant collect the data? Refer to Program Description: Performance Measures for additional details on performance measures for this funding opportunity.
   - Describe the fiscal agent's capacity for administering the JAG award and subawards during the four-year project period, to include required subrecipient monitoring.
   - Describe any additional strategic planning and coordination efforts in which the unit of local government participates with other criminal justice agencies.
   - Please provide an overview of any evidence-informed programs that have been implemented successfully and how those programs might inform implementation of strategic plan priorities.

Project Evaluations: An applicant that proposes to use award funds to conduct project evaluations must follow the guidance in the "Note on Project Evaluations" section in the Application Resource Guide.

Budget Worksheet and Budget Narrative (Attachment)

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the OJP Grant Application Resource Guide for additional information.

In addition to those instructions, Local JAG applicants must include in the budget worksheet the following:

- If using funds for administering the grant, provide clear designation for any cost line items that are JAG administrative costs within each budget category and project year. For example, in the line item description or explained in the narrative section.
- For applications for disparate groups, the preference is for the applicant to include a single budget worksheet and narrative that lists each jurisdiction's proposed costs by category, labeled to distinguish the use between partner agencies. Alternatively,

separate budget attachments for each partner of unit of local government are acceptable.

For additional information about how to prepare a budget for federal funding, see the Application Resource Guide section on "Budget Preparation and Submission Information." For details on the technical steps to complete the budget attachment and upload it in JustGrants, see the Complete the Application in JustGrants: Budget training.

Funding Restrictions
See "Unallowable Use of Funds."

Limitation on administrative costs: Funds may not be used for administrative costs that exceed 10 percent of the total award amount. This includes direct and any indirect costs.

Prohibition of supplanting: Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

Prohibited items: The JAG statute, at 34 U.S.C. § 10152, prohibits the use of JAG funds for certain items, and prohibits the use of JAG funds for other items unless BJA grants a waiver. The JAG Prohibited Expenditures Guidance provides lists, details, definitions, and procedures for prohibited expenditures under the BJA JAG Program.

Unmanned Aircraft Systems (UAS) and Counter-UAS (C-UAS): The purchase of UAS (also referred to as unmanned aerial vehicles or drones, including their accessories) is allowable under JAG only with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit a written certification that only those UAS verified by the Defense Contract Monitoring Agency's "Blue UAS Cleared List" or any successor list (available at https://bluelist.appsplatformportals.us/) as not manufactured by a "covered foreign entity" may be purchased or operated under the federal award. The certification also states that no modifications or additional accessories may be introduced to the UAS funded by the award, and that the purchased UAS will not be used to process, store, or transmit federal information.

The purchase of C-UAS is also allowable under JAG only with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit a written certification that C-UAS will only be procured and operated in compliance with all applicable federal, state, and local laws and regulations (including criminal, surveillance, aviation, and communications laws), that only federally-approved C-UAS purchases will be purchased, and that the recipient has consulted qualified legal counsel to review the proposed purchase and operation of the C-UAS. The certification also requires the recipient to complete federal training requirements and obtain all required approvals, certifications, licenses, and authorizations prior to deployment. The certification also states that no modifications or additional accessories may be introduced to the C-UAS funded by the award.

The recipient or subrecipient also must assure BJA that the entity has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to operation of the UAS or C-UAS. Finally, the recipient or subrecipient may be required to provide additional documentation to verify purchase and the related policies for the UAS or C-UAS. Additional information may be found on the BJA UAS website.

Body Armor: A JAG award recipient that proposes to purchase body armor with JAG funding must provide to OJP a certification(s) that it has a written "mandatory wear" policy in effect (see 34 U.S.C. § 10202(c)). The certification form related to mandatory wear can be found at: JAG Body Armor Mandatory Wear Policy Certification. Further, before making any subawards for body armor purchases, the direct JAG award recipient must collect a completed body armor certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. For more information, please refer to the JAG FAQs.

Body-worn Cameras (BWCs): A JAG award recipient that proposes to purchase BWC equipment or implement or enhance BWC programs with JAG funding must provide to OJP a certification(s) that it has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: JAG BWC Policy Certification. Further, before making any subawards for BWC-related expenses, the direct JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. For more information, please refer to the JAG FAQs.

Extreme Risk Protection Order Programs: An extreme risk protection order (ERPO) empowers law enforcement, and in some states, family members, health care providers, and others to petition a court for a civil order that temporarily prevents a person from accessing firearms if they are found to be a danger to themselves. If states use their JAG funds to support ERPO programs, ERPO programs must include, at a minimum:

1. Pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive or procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses.
2. The right to be represented by counsel at no expense to the government.
3. Pre-deprivation and post-deprivation heightened evidentiary standards and proof that mean not less than the protections afforded to a similarly situated litigant in federal court or promulgated by the state's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights and the substantive and procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation.
4. Penalties for abuse of the program.

Prior to the expenditure of FY25 JAG funds for an ERPO program, a Certification of Compliance with Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv) must be signed by a principal legal officer and submitted to BJA. See the JAG FAQs for additional information.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database: If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. JAG funds may not be used for Rapid DNA testing of evidentiary material (e.g., crime scene samples, sexual assault kits) because the FBI has not authorized results of this testing for upload to CODIS. No DNA profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA. Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching. For more information about DNA testing as it pertains to JAG, please refer to the JAG FAQs.

Costs Associated With a Conference/Meeting/Training: An applicant that proposes to use award funds for activities related to a conference, meeting, training, or similar event should review the Application Resource Guide for information on prior approval, planning, and reporting costs for a conference/meeting/training.

Costs Associated With Language Assistance and Access: If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable in specific grant programs. Costs to provide reasonable accommodation and facilitate language access for individuals who are deaf or hard of hearing may also be allowable in specific grant programs. See the Application Resource Guide for information on costs associated with language assistance.

For additional information about how to prepare a budget for federal funding, see the Application Resource Guide section on "Budget Preparation and Submission Information" and the technical steps to complete the budget form in JustGrants in the Complete the Application in JustGrants: Budget training.

Budget and Associated Documentation: Budget/Financial Attachments

Indirect Cost Rate Agreement (if applicable): An applicant with a current, federally approved indirect cost rate agreement should upload it as an attachment in JustGrants.

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary for the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for operation and maintenance of offices or workspaces and salaries of administrative or support staff. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III–VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. See the DOJ Grants Financial Guide and the OJP Grant Application Resource Guide for additional information on indirect cost rate agreements.

Consultant Rate (if applicable): OJP has established maximum rates for consultants; see the "Listing of Costs Requiring Prior Approval" section of the DOJ Grants Financial Guide for more

information. If an applicant proposes a rate for a consultant on their project that is higher than the established maximum rate and receives an award, then the award recipient must submit a document requesting approval for the rate and cannot incur costs at the higher rate without prior OJP approval. The award recipient must provide justification for why the proposed rate is higher than the established maximum rate, such as why the rate is reasonable and consistent with that paid for similar services in the marketplace.

Limitation on Use of Award Funds for Employee Compensation for Awards Over $250,000; Waiver (if applicable): This notice of funding opportunity expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

Disclosure of Process Related to Executive Compensation (if applicable): This notice of funding opportunity expressly modifies the Application Resource Guide by not incorporating its "Disclosure of Process Related to Executive Compensation" provisions. Applicants to this funding opportunity are not required to provide this disclosure.

Additional Application Components

The applicant should attach the additional requested documentation listed below in JustGrants.

- **Certifications and Assurances by the Chief Executive of the Applicant Government:** A JAG application is not complete, and a direct award recipient may not access award funds, unless the chief executive of the applicant government (e.g., the mayor, city manager, or presiding Board member) properly executes, and submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government" found at: FY25 JAG – Certifications and Assurances by the Chief Executive of the Applicant Government. This certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied. OJP will not deny an application for a JAG award for failure to submit these "Certifications and Assurances by the Chief Executive of the Applicant Government" by the application deadline, but an award recipient will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances properly executed by its respective Chief Executive. **Memorandum of Understanding (if applicable):** Only required for disparate jurisdictions, as detailed in Formula Allocations. At a minimum, the MOU must 1) identify which jurisdiction will serve as the applicant or fiscal agent for the disparate group; and 2) identify the agreed upon funding amounts for each locality. The MOU must be completed and signed by an official who has authority to enter into a memorandum of understanding on behalf of each jurisdiction. Generally, BJA would expect this to be the chief executive of the jurisdiction. Additional documentation may be requested by BJA to determine signing authority. A sample MOU is available. If the MOU is missing or incomplete, BJA will issue an award agreement, but funds will be withheld until a properly executed MOU is submitted.
- **BWC Policy Certification (if applicable):** Only required if the direct recipient will be using JAG funds for a BWC project. See Budget Worksheet and Budget Narrative for more information and link to the form. If the direct recipient is proposing to use funds for

BWC but the certification is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a certification is submitted.

- **Body Armor Mandatory Wear Certification (if applicable):** Only required if the direct recipient will be using JAG funds for body armor. See Budget Worksheet and Budget Narrative for more information and link to the form. If the direct recipient is proposing to use funds for body armor but the certification is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a certification is submitted.
- **Extreme Risk Protection Order (ERPO) Certification (if applicable):** Only required if JAG funds will be used for an ERPO program. See Budget Worksheet and Budget Narrative for more information and link to the form. If the application is proposing to use funds for ERPO but the certification is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a certification is submitted.
- **Prohibited Expenditure Waiver Request (if applicable):** Only required if a JAG applicant would like to request a pre-award waiver to purchase a specific prohibited expenditure request, as detailed in the JAG Prohibited Expenditure Guidance. A JAG applicant may submit a waiver request with its application, by attaching the letter described in the Guidance document in the "Procedures," #2. If the application is proposing to use funds for a JAG prohibited expenditure but the waiver request is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a waiver request is submitted and approved via grant award modification (GAM).
- **Unmanned Aircraft System (UAS) Certification (if applicable):** Only required if a JAG application will include costs for UAS in the budget. See Budget Worksheet and Budget Narrative for more information and link to the UAS certification. If the application is proposing to use funds for UAS but the certification is missing or insufficient (or if the requested budget information is not sufficient), BJA will issue an award agreement but funds will be withheld until a UAS certification is submitted and approved via grant award modification (GAM).
- **Counter-UAS Certification (if applicable):** Only required if a JAG application will include costs for C-UAS in the budget. See Budget Worksheet and Budget Narrative for more information and link to the C-UAS certification. If the application is proposing to use funds for C-UAS but the certification is missing or insufficient (or if the requested budget information is not sufficient), BJA will issue an award agreement but funds will be withheld until a C-UAS certification is submitted and approved via grant award modification (GAM).

Disclosures and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities: JustGrants will prompt each applicant to indicate if it is required to complete and submit a lobbying disclosure under 31 U.S.C. § 1352.

The applicant is required by law to complete and submit a lobbying disclosure form (Standard Form/SF-LLL) if it has paid or will pay any person to lobby in connection with the award for which it is applying AND this application is for an award in excess of $100,000. This disclosure

requirement is not applicable to such payments by an Indian Tribe, Tribal organization, or any other Indian organization that are permitted by other federal law.

Lobbying means (for this requirement) 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. See 31 U.S.C. 1352; 28 C.F.R. part 69. Note: Most applicants do not engage in activities that trigger this disclosure requirement.

An applicant that is not required by law (31 U.S.C. 1352) to complete and submit a lobbying disclosure, should enter "No." By doing so, the applicant is affirmatively asserting (under applicable penalties) that it has nothing to disclose under 31 U.S.C. § 1352 with regard to the application for the award at issue.

Disclosure of Duplication in Cost Items: To ensure funding coordination across grantmaking agencies, and to avoid unnecessary or inappropriate duplication of grant funding, the applicant must disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds, for the same project and the same budget items included in this proposal. Complete the JustGrants Applicant Disclosure of Duplication in Cost Items form. See the Application Resource Guide for additional information.

DOJ Certified Standard Assurances: Review and accept the DOJ Certified Standard Assurances in JustGrants. See the Application Resource Guide for additional information.

DOJ Certifications: Review the DOJ document Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies. An applicant must review and sign the certification document in JustGrants. See the Application Resource Guide for more information.

Applicant Disclosure and Justification – DOJ High-Risk Grantees (if applicable): If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ high-risk recipient is an award recipient that has received a DOJ high-risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible. See the Application Resource Guide for additional information.

Submission Dates & Times

Refer to Basic Information: Key Dates and Times for the submission dates and times.

Applicants should submit their applications as early as possible and recommended not later than 48 hours before the deadlines. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. Applicants will use the "Certify and Submit" feature in JustGrants to confirm that all required application components have been entered, which includes identifying the Authorized Representative for the applicant. Once the application is submitted, the Application Submitter, Authorized Representative, and Entity Administrator receive a confirmation email.

An applicant will receive emails after successfully submitting application components in Grants.gov and JustGrants and should retain all emails and other confirmations received from the SAM.gov, Grants.gov, and JustGrants systems.

Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers)

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. OJP will only consider requests to submit an application via alternative methods or after the deadline when the applicant can document that there is a technical issue with a government system that was beyond their control and that prevents submission of the application via the standard process prior to the deadlines. Issues resulting from circumstances within the applicant's control, such as failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time, will not be considered.

Requests and documentation must be sent to the OJP Response Center at OJP.ResponseCenter@usdoj.gov. Applicants should follow these steps if they experience a technical issue:

1. **Contact the relevant help desk to report the issue and receive a tracking number.**

   See Basic Information: Contact Information for the phone numbers, email addresses, and operating hours of the SAM.gov, Grants.gov, and JustGrants help desks. Reports of technical issues to the help desk must occur **before** the application deadline.

   If an applicant calls the help desk and experiences a long wait time, they can also email the help desk to obtain a tracking number. Tracking numbers are generated automatically when an applicant emails the applicable service desk, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

2. **If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. The applicant's request will need to include:**

   - A description of the technical difficulties experienced (provide screenshots if applicable).
   - A timeline of the applicant's submission efforts (*e.g.*, date and time the error occurred, date and time of actions taken to resolve the issue and resubmit, and date and time support representatives responded).

- An attachment of the complete grant application and all the required documentation and materials (this serves as a "manual" submission of the application).
- The applicant's unique entity identifier (UEI).
- Any SAM.gov, Grants.gov, and JustGrants Service Desk tracking/ticket numbers documenting the technical issue.

3. **If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the JustGrants deadline to request approval to submit after the deadline. See step 2 for the list of information the applicant must provide as part of its request.**

As a reminder: the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information previously listed), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the "Experiencing Technical Issues" section in the Application Resource Guide.



APPLICATION REVIEW

Review Process and Criteria

OJP will review applications to ensure the applicant is eligible to receive JAG formula funding per the JAG Allocations; and that information presented is reasonable, understandable, measurable, achievable, and consistent with the goals of the funding opportunity. See the OJP Grant Application Resource Guide for information on the application review process for formula grants.

Risk Review

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to applicant risk. OJP assesses whether an applicant with one or more prior federal awards has a satisfactory record of performance, integrity, and business ethics, including by (among other things) checking whether the applicant is listed in SAM.gov as excluded from receiving a federal award.

Depending on the severity and nature of the risk factors, the risk assessment may result in additional post-award conditions and oversight for any awarded applicant.

In addition, if OJP anticipates that an award will exceed $250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

Important Note on Responsibility/Qualification Data (formerly FAPIIS): An applicant may review and comment on any information about its organization that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

Selection Process

All final award decisions will be made by the Assistant Attorney General, unless a statute explicitly authorizes award decisions by another official or there is written delegation of authority to another official. This official may consider not only program office recommendations but also other factors as indicated in the “Application Review” section. For additional information on the application review process, see the Application Resource Guide.

AWARD NOTICES

Federal Award Notices

For successful applicants, JustGrants will send a system-generated email to the Application Submitter, Authorized Representative, and Entity Administrator with information on accessing their official award package in JustGrants. The award package will include key information (such as funding amount and period of performance) as well as award conditions that must be followed. An authorized representative for the entity should accept or decline the award within 45 days of the notification. See the Application Resource Guide for information on award notifications and instructions.



POST-AWARD REQUIREMENTS AND ADMINISTRATION

Reporting

All award recipients under this funding opportunity will be required to submit the following reports and data:

- Quarterly financial reports.
- Semi-annual (Category 2) or annual (Category 1) performance reports.
- Final financial and performance reports.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.
- Quarterly DCRA reports.

See the Application Resource Guide for additional information on specific post-award reporting requirements, including performance measure data and the method for submitting reports in OJP's online systems. Future awards and fund drawdowns may be withheld if reports are delinquent (in appropriate cases, OJP may require additional reports).

Performance Measure Reporting

Award recipients are required to submit quarterly performance measure data in the Performance Measurement Tool (PMT) and separately submit semi-annual or annual performance reports in JustGrants depending on the category. Applicants selected for an award will receive further guidance on post-award reporting processes.

Program- and Award-Specific Award Conditions

OJP includes various conditions on its awards. These may include program-specific conditions, which typically apply to all recipients of a funding opportunity, and award-specific conditions, which are included to address recipient-specific issues (*e.g.*, programmatic or financial risk). Recipients may view all conditions, and actions required to satisfy those conditions, in the award package in JustGrants.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the Application Resource Guide.

Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit the award recipient from discriminating on the basis of race, color, national origin, sex, religion, or disability in how it delivers its program's services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include, but are not limited to, Title VI of the Civil Rights Act of 1964, the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of

1968, and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail on OJP's Legal Overview—FY 2025 Awards webpage under the "Civil Rights Requirements" section. Additional resources are available from the OJP Office for Civil Rights.

Compliance with Federal civil rights and nondiscrimination laws is material to the government's decision to make any award and payment under this program, including for purposes of the False Claims Act, and each recipient will be required to certify (in its acceptance of the conditions of the award) that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

See OJP's Partnerships with Faith-Based and Other Neighborhood Organizations webpage for specific information for faith-based organizations applying under this NOFO.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the Application Resource Guide for additional information.

Information Technology Security Clauses

An application in response to this NOFO may require inclusion of information related to information technology security. See the Application Resource Guide for more information.

Other Reporting Requirements

Applicants and recipients are required to notify OJP if you know that you or any of your organization's principals for the award transaction are presently excluded or disqualified (*i.e.*, debarred or suspended) or otherwise meet any of the criteria in 2 C.F.R. 180.335. Recipients must comply with requirements in 2 C.F.R. Part 180, as implemented by DOJ in 2 C.F.R. Part 2867, which, among other things, require recipients to check certain information sources and, in some cases, notify the federal awarding agency prior to the agency awarding federal funds via contracts or subawards.

If a recipient's award includes a federal share of more than $500,000 over the period of performance of the award, then the award (per 2 C.F.R. 200.113) will include a condition that may require the recipient to report and maintain certain information (relating to certain criminal, civil, and administrative proceedings) in SAM.gov. See the Reporting Requirements page for more information.

OTHER INFORMATION

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this NOFO. For additional information on what should be included in the application, see the Application Resource Guide section "Information Regarding Potential Evaluation of Programs and Activities."

Freedom of Information and Privacy Act

See the Application Resource Guide for important information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Applicants are advised not to include any unnecessary personally identifiable information, sensitive law enforcement information, or confidential financial information with the application.

Provide Feedback to OJP

See the Application Resource Guide for information on how to provide feedback to OJP.

APPLICATION CHECKLIST

BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

This application checklist has been created as an aid in developing an application. For more information, reference the "OJP Application Submission Steps" in the OJP Grant Application Resource Guide and the DOJ Application Submission Checklist.

SAM.gov Registration/Renewal

- Confirm that your entity's registration in the System for Award Management (SAM.gov) is active through the NOFO period; submit a new or renewal registration in SAM.gov, if needed (see Application Resource Guide).

Grants.gov Registration

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see Application Resource Guide).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see Application Resource Guide).

Grants.gov Opportunity Search

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Select the correct Competition ID.
- Access the funding opportunity and application package (see Step 7 under "OJP Application Submission Steps" in the Application Resource Guide).
- Sign up for Grants.gov email notifications (optional) (see Application Resource Guide).

Funding Opportunity Review and Project Planning

- Review all sections of the NOFO.
- Confirm your entity is eligible to receive funding (see Eligibility: Eligible Applicants).
- Confirm your proposed budget is within the allowable limits (see Basic Information: Funding Details), includes only allowable costs (see Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative), and includes cost sharing if applicable (see Eligibility: Cost Sharing/Match Requirement).
- Review the performance measures for this funding opportunity and confirm you will be prepared to collect and report on this data (see Program Description: Performance Measures).
- Review the "Legal Overview—FY 2025 Awards" in the OJP Funding Resource Center and confirm you are prepared to follow the requirements.
- Read OJP policy and guidance on conference approval, planning, and reporting under "Listing of Costs Requiring Prior Approval" in the DOJ Grants Financial Guide or see the Application Resource Guide.

Submission Step 1: Grants.gov

After registering with SAM.gov, submit the SF-424 in Grants.gov.

- Complete and submit the SF-424 by the deadline.

- Confirm Section 8F of the SF-424 lists the name and contact information of the individual **who will complete the application in JustGrants.**
- Submit documents for Intergovernmental Review.
- Confirm that, within 48 hours of your submission in Grants.gov, you receive four (4) Grants.gov email notifications:
    - A submission receipt
    - A validation receipt
    - A grantor agency retrieval receipt
    - An agency tracking number assignment

  If no Grants.gov receipt and validation email is received, or if error notifications are received, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, or support@grants.gov and the OJP Response Center at 800-851-3420 or OJP.ResponseCenter@usdoj.gov regarding technical difficulties (see the Application Resource Guide section on "Experiencing Unforeseen Technical Issues").
- Confirm that, within 24 hours after receipt of confirmation emails from Grants.gov, the individual listed in Section 8F of the SF-424 receives an email from JustGrants with login instructions.

Submission Step 2: JustGrants

- Complete the following information:
    - Entity and User Verification (first-time applicants)
    - Standard Applicant Information
    - Proposal Abstract
    - Financial Management and System of Internal Controls Questionnaire (see Application Resource Guide)
    - JAG Survey
- Upload the Proposal Narrative.
- Upload the Budget Worksheet and Budget Narrative attachment.
- Upload the other budget/financial attachments, as applicable.
- Upload additional application components, as applicable.
- Complete the required disclosures and assurances:
    - Disclosure of Lobbying Activities and submission of SF-LLL, if prompted by the system
    - Disclosure of Duplication in Cost Items
    - DOJ Certified Standard Assurances
    - Applicant Disclosure and Justification – DOJ High-Risk Grantees
- Complete the required DOJ Certification on Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies.

JustGrants Review, Certification, and Application Submission

- Address any validation errors displayed on screen after attempted submission, then return to the "Certify and Submit" screen to submit the application.
- Note the confirmation message at the top of the page. Users will also receive a notification in the "bell" alerts confirming submission.

- If you do not receive an application submission confirmation email or validation from JustGrants, or if you receive an error notification, please contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. See the Application Resource Guide for additional information.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Memorial Justice Assistance Grant Program FY 2025 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2025 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2025 JAG funding on behalf of the unit of local government.

_____ _____
Signature of Chief Executive of the Applicant Unit of Local Government — Date of Certification

_____ _____
Printed Name of Chief Executive — Title of Chief Executive

_____
Name of Applicant Unit of Local Government

D. Equipment					
Item *List and describe each item of equipment that will be purchased*	**Computation** *Compute the cost (e.g., the number of each item to be purchased X the cost per item)*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
Riot Control Gloves	14	$54.13	$758		$758
Disposable Flex-Cuf Restraints (10 packs of 10)	1	$243.56	$244		$244
Riot Baton	14	$49.85	$698		$698
Ring Holders for Riot Baton	14	$14.02	$197		$197
40mm Less-Lethal Launcher Systems	2	$1,724.44	$3,449		$3,449
Soft Cases for Less-Lethal Launchers	2	$156.65	$314		$314
Red Dot Sight for Less-Lethal Launcher	2	$404.77	$810		$810
40mm Less-Leathal Sponge Rounds	100	$28.84	$2,884		$2,884
Pepperball Launchers (Less-Lethal)	2	$1,307.85	$2,616		$2,616
Pepperball OC Projectiles (375 count)	2	$1,287.02	$2,575		$2,575
Pepperball Inert Training Projectiles (3000 count)	1	$1,844.55	$1,845		$1,845

Pepperball Loader	2	$27.06	$55		$55
Riot Helmets	14	$131.04	$1,835		$1,835
Additional Less-Lethal Training Rounds and Replacement Equipment for SRT	1	$1,198.00	$1,198		$1,198
		Total(s)	**$19,478**	**$0**	**$19,478**

Narrative

The City of Hanford will use JAG funds to purchase crowd control and less-lethal equipment for the Police Department's Special Response Team (SRT). Items include protective gear, batons, restraints, and less-lethal systems such as pepperball and 40mm launcher platforms with associated projectiles. Additional funds will be used to purchase supplemental training materials and replacement equipment necessary to support ongoing readiness and safe training of Special Response Team personnel. This equipment will allow officers to safely manage civil disturbances and large public gatherings using de-escalation-focused tactics. All equipment will be used in accordance with department policy and applicable laws. The SRT will be staffed using existing personnel, and no personnel costs are requested. Each item unit costs include applicable taxes (8.25%).

E. Supplies

Supply Items *Provide a list of the types of items to be purchased with grant funds.*	**Computation** *Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative

AGENDA
STAFF REPORT

MEETING DATE: 6/2/2026	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Adoption of Resolution 26-35-R approving the City of Hanford's annually updated Investment Policy for FY 2026-2027

RECOMMENDATION:

Recommendation: That City Council, by motion, adopt Resolution 26-35-R approving the City of Hanford's annually updated Investment Policy for FY 2026-2027

Recommended Motion: I move to adopt Resolution 26-35-R approving the City of Hanford's annually updated Investment Policy for FY 2026-2027

BACKGROUND:

The City of Hanford's Investment Policy reaffirms the City's commitment to the responsible and prudent management of public funds. It ensures full compliance with all applicable state and local laws governing public investments, while continuing to uphold the highest standards of fiscal stewardship.

The primary purpose of this document is to outline the City's investment objectives, procedures, and controls. It is designed to support a disciplined, transparent, and methodical investment approach. The policy adheres to the SLY approach- prioritizing **Safety**, **Liquidity**, and **Yield**—by safeguarding principal, ensuring sufficient liquidity to meet the City's daily cash flow needs, and striving to generate a competitive return on investments within a low-risk profile.

In accordance with Government Code Sections 53646 and 53607, the Investment Policy is submitted annually to the City Council for review and adoption. As part of this process, the Council formally delegates investment authority to the Finance Director to act as the City Treasurer for a one-year term, or until such delegation is revoked.

During the last annual review, staff completed a thorough review of the Investment Policy and implemented a series of substantive updates and refinements to enhance its clarity, detail, and comprehensiveness, while ensuring compliance with industry best practices for California public sector agencies and districts, consistent with policy standards and criteria established by the California Municipal Treasurers Association (CMTA). As a result, in August 2025, the City earned a policy certification from the California Municipal Treasurers Association certifying that the City complies with the current State statutes governing the investment practices of local government

entities located within the State of California.

Staff reviewed the California Debt and Investment Advisory Commission (CDIAC) 2026 Local Agency Investment Guidelines, along with recent updates to applicable California Government Code provisions governing municipal investments, and incorporated any necessary updates into the policy. The Investment Policy remains in compliance with all applicable statutes, regulations, and recommended best practices. Therefore, no substantive changes to the Investment Policy are recommended for the upcoming fiscal year.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

1. Resolution 26-35-R
2. 2026-2027 City of Hanford Investment Policy

RESOLUTION No. 26-35-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD APPROVING THE CITY INVESTMENT POLICY FOR FY 2026/2027

WHEREAS, California Government Code section 53646 recommends that public agencies have their investment policy reviewed and approved annually by the local governing body at a public meeting; and

WHEREAS, California Government Code section 53646 also states that any change in the investment policy shall be considered by the governing body of the local agency at a public meeting; and

WHEREAS, the City Council desires to delegate the authority to the City Treasurer to invest City funds in accordance with the Investment Policy, and to require the City Treasurer to provide quarterly reports of the investment portfolio and transactions to the City Council.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Hanford hereby approves the attached City Investment Policy for FY 2026/2027, attached as Exhibit A.

PASSED and ADOPTED by the City Council of the City of Hanford at a regular meeting duly held on this 2nd day of June, 2026 by the following vote:

AYES:_____
NOES:_____
ABSENT:_____
ABSTAIN:_____

_____
MARK KAIRIS
MAYOR of the City of Hanford

Attest:

_____
NATALIE CORRAL
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 2nd day of June, 2026.

Date: _____

_____
City Clerk



City of Hanford

Investment Policy

2026-2027

TABLE OF CONTENTS

1.0 Introduction…. 1
2.0 Scope…. 1
3.0 Prudence…. 1
4.0 Investment Objectives…. 2
5.0 Delegation of Authority…. 3
6.0 Ethics and Conflicts of Interest…. 4
7.0 Authorized Financial Dealers and Institutions…. 4
8.0 Authorized and Suitable Investments…. 5
9.0 Review of Investment Portfolio…. 7
10.0 Investment Pools/Money Markets/Mutual Funds…. 7
11.0 Collateralization…. 8
12.0 Custody…. 8
13.0 Additional Diversification…. 9
14.0 Maximum Maturities…. 9
15.0 Internal Controls…. 9
16.0 Performance Standards…. 9
17.0 Reporting…. 9
18.0 Investment Policy Adoption…. 10
19.0 Glossary…. 10

City of Hanford, California
Investment Policy

1.0 INTRODUCTION

The City of Hanford (City) has a fiduciary responsibility to maximize the productive use of its liquid assets entrusted to its care and to manage those public funds wisely and prudently.

The purpose of this document is to provide guidelines for the investment of the City's cash balances and to outline the policies and controls essential to ensuring the safety and strength of the City's investment portfolio. This policy conforms to all applicable federal, state and local laws governing the investment of public funds, including the State of California Government Code. Related activities that comprise fiscally sound cash management include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and a short-term borrowing program that coordinates working capital requirements and investment opportunities. It is the policy of the City to adhere to the SLY approach- prioritizing **Safety**, **Liquidity**, and **Yield**—by safeguarding principal, ensuring sufficient liquidity to meet the City's daily cash flow needs, and striving to generate a competitive return on investments within a low-risk profile.

2.0 SCOPE

This policy applies to all funds and investment activities under the direct authority of the City. It also covers any funds held by fiscal agents in connection with the issuance of any bonds by the City. When issuing bonds, the City shall invest the bond proceeds in accordance with the applicable trust indenture.

The funds covered by this policy are accounted for in the City's Audited Financial Statements or Annual Comprehensive Financial Report (ACFR) and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds
- Trust and Agency Funds
- Funds Held by Fiscal Agents
- Any new funds created by the City Council (unless specifically exempted)

3.0 PRUDENCE

The standard of prudence to be used by City investment officials responsible for the investment of public funds shall be the "prudent person" standard as set forth in California Code Section 53600.3 and shall be applied in the context of managing the overall City

portfolio of funds. City investment officials acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual's security risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 INVESTMENT OBJECTIVES

4.1 Safety. Preservation of Capital (Safety)- the protection of principal is the foremost consideration when undertaking investment decisions that affect public funds. The objective is to mitigate credit and interest rate risk.

A. Credit Risk is the risk of loss of principal and accrued interest due to the failure of the security issuer. Credit Risk can be mitigated by:

- Limiting investments to the safest types of securities. Nationally recognized ratings services will be utilized wherever possible to scrutinize the creditworthiness of investments.
- Diversifying the investment portfolio so that potential losses are minimized.

B. Interest rate risk is the risk that the market value of securities will fall due to a rise in general market interest rates. It is the policy of the City to hold individual securities to maturity. Interest rate risk can be mitigated by:

- Holding individual securities to maturity - Structuring the investment portfolio so that securities mature to meet cash flow requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Employing a laddering strategy, as appropriate and as market conditions allow for, whereby staggering maturities of individual securities so the investments come due in increments assuring a stable liquidity pattern.
- Limiting maturities of individual securities and the average maturity of the overall portfolio.

4.2 Liquidity. A sufficient portion of the portfolio shall be maintained in liquid short-term securities which can be converted to cash if necessary to meet all daily cash flow and operating requirements. Since all cash requirements cannot be anticipated, investments in securities shall have an active secondary market for resell.

4.3 Yield. Yield should become a consideration only after the basic requirements of safety and liquidity have been met. The investment portfolio shall be designed to attain a market average rate of return throughout budgetary and economic cycles, considering the City's risk constraints, the cash flow characteristics of the portfolio, and State and Local laws, ordinances or resolutions that restrict investments. Examples of yield benchmarks are U. S. Treasuries from bills to 5 year notes and the average Federal Funds Rate.

4.4 Public Trust. All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of public trust. It is the City's intent, at the time of purchase, to hold all investments until maturity. In a diversified portfolio it must be recognized that occasional measured losses are inevitable, and must be considered within the context of the overall portfolios investment return, provided that adequate diversification has been implemented.

4.5 Procurement of Services. The City has established procurement practices to pre-qualify accountants, auditors, financial institutions, broker/dealers, financial advisors, and other outside consultants with which the City does business.

5.0 DELEGATION OF AUTHORITY

California Government Code Section 53607 provides the authority of the legislative body of the local agency to invest the funds of the local agency or to delegate that authority to the Treasurer of the local agency. Such delegation is to be reviewed annually and may be renewed by the City Council. The adoption of this policy renews the Finance Director as the City’s Treasurer to manage the investment needs of the City, subject to supervision and constraints established in this policy. The Treasurer shall establish written procedures for the operation and management of the City’s investment portfolio consistent with this Policy. The procedures should include reference to safekeeping, wire transfer processes, banking service contracts, and collateral or depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in any investment transaction except as provided under the terms of this Policy and the investment procedures established by the Treasurer.

6.0 ETHICS AND CONFLICTS OF INTEREST

The City Treasurer and those employees that are involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program or impair their ability to make impartial investment decisions.

These individuals are required to complete the Fair Political Practices Commission Page 6 of 43 Rev. 04/07/2022 Form 700, Statement of Economic Interests Disclosure, requiring annual disclosure on material financial interests. These same individuals must undergo two hours of Ethics training within one year of employment and every two years thereafter.

All persons, firms, broker/dealers, financial institutions, and advisors providing investment services or bond issue assistance shall disclose to the City Manager and the Treasurer all fee sharing, fee-splitting and commission arrangements with other entities or persons prior to the City agreeing to buy an investment or issue bonds.

7.0 AUTHORIZED FINANCIAL DEALERS, INSTITUTIONS AND REGISTERED INVESTMENT ADVISERS

The City Treasurer shall maintain a list of qualified financial institutions and broker/dealers authorized to transact investment purchases with the City. The financial entities eligible to transact investment business with the City are nationally or state chartered banks, federal reserve bank, federal or state savings and loan institutions, credit unions and registered primary securities dealers and qualified regional dealers under SEC Rule 15c3-1 (net capital rule).

The City may engage in the services of an external SEC registered Investment Adviser that meets criteria established by the Treasurer. All investments made under contract will be purchased in the City's name and in accordance with guidelines established by the City's investment policy.

7.1 Broker/Dealers must:

A. Be licensed by the State of California as a broker dealer, as defined in Section 25004 or the Corporations Code.

B. Be a member of the Financial Industry Regulatory Authority (FINRA).

C. Provide a written statement that the institution has reviewed the City's Investment Policy and California Government Code Section 53600 et seq. and that all securities offered to the City shall comply fully with all provisions of the City's Policy and the California Government Code.

E. Comply with the City of Hanford insurance requirements for professional services agreements for general, professional and automotive liability.

Moreover, all financial institutions providing investment services should be reputable, trustworthy, knowledgeable, and experienced in public agency investing.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

Investment of City funds shall be maintained within the statutory limits imposed by the California Government Code Sections 53600, 53601, 53601.5, 53601.6, and 53635. Within the investments permitted by the Code, the City seeks to further restrict eligible investments to those established in Figure 1 below as published by the California Debt and Investment Advisory Commission. In the event a discrepancy is found between this Policy and the Code, the more restrictive parameters will take precedence. Within the context of these limitations the following investments are authorized:

FIGURE 1

ALLOWABLE INVESTMENT INSTRUMENTS PER STATE GOVERNMENT CODE (AS OF JANUARY 1, 2026)[A] APPLICABLE TO ALL LOCAL AGENCIES[B]

See "Table of Notes for Figure 1" on the next page for footnotes related to this figure.

INVESTMENT TYPE	MAXIMUM MATURITY[C]	MAXIMUM SPECIFIED % OF PORTFOLIO[D]	MINIMUM QUALITY REQUIREMENTS	GOV'T CODE SECTIONS
Local Agency Bonds	5 years	None	None	53601(a)
U.S. Treasury Obligations	5 years	None	None	53601(b)
State Obligations–CA And Others	5 years	None	None	53601(c) 53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
U.S Agency Obligations	5 years	None	None	53601(f)
Bankers' Acceptances	180 days	40%[E]	None	53601(g)
Commercial Paper–Non-Pooled Funds[F] (under $100,000,000 of investments)	397 days or less	25%[G]	Highest letter and number rating by an NRSRO[H]	53601(h)
Commercial Paper–Non-Pooled Funds[F] (min. $100,000,000 of investments)	397 days or less	40%[G]	Highest letter and number rating by an NRSRO[H]	53601(h)
Commercial Paper–Pooled Funds[I]	397 days or less	40%[J]	Highest letter and number rating by an NRSRO[H]	53635(a)
Negotiable Certificates of Deposit	5 years	30%[K]	None	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.
Placement Service Deposits	5 years	50%[L]	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50%[L]	None	53601.8 and 53635.8
Repurchase Agreements	1 year	None	None	53601(j)
Reverse Repurchase Agreements and Securities Lending Agreements	92 days[M]	20% of the base value of the portfolio	None[N]	53601(j)
Medium-Term Notes[O]	5 years or less	30%	"A" rating category or its equivalent or better	53601(k)
Mutual Funds And Money Market Mutual Funds	N/A	20%[P]	Multiple[Q, R]	53601(l) and 53601.6(b)
Collateralized Bank Deposits[S]	5 years	None	None	53630 et seq. and 53601(n)
Mortgage Pass-Through and Asset-Backed Securities[T]	5 years or less[T]	20%	"AA" rating category or its equivalent or better[T]	53601(o)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiple[U]	53601(p)
Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
Voluntary Investment Program Fund[V]	N/A	None	None	16340
Supranational Obligations[W]	5 years or less	30%	"AA" rating category or its equivalent or better	53601(q)
Public Bank Obligations	5 years	None	None	53601(r), 53635(c) and 57603

TABLE OF NOTES FOR FIGURE 1

[A] *Sources: Sections 16340, 16429.1, 27133, 53601, 53601.6, 53601.8, 53630 et seq., 53635, 53635.8, and 57603.*

[B] *Municipal Utilities Districts have the authority under the Public Utilities Code Section 12871 to invest in certain securities not addressed here.*

[C] *Section 53601 provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years from the settlement date. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five-year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.*

[D] *Percentages apply to all portfolio investments regardless of source of funds. For instance, cash from a reverse repurchase agreement would be subject to the restrictions.*

[E] *No more than 30% of the agency's money may be in bankers' acceptances of any one commercial bank.*

[F] *Applies to local agencies, other than counties or a city and county, that are a city, a district, or other local agency that do not pool money in deposits or investments with other local agencies other than local agencies that have the same governing body (non-pooled).*

[G] *Local agencies, described in footnote F (non-pooled), may invest no more than 10% of their investment assets in the commercial paper and medium-term notes of any single issuer.*

[H] *Issuing entity must be organized and operating within the U.S. as a general corporation, have assets in excess of $500 million, and have debt other than commercial paper, if any, rated by a NRSRO in a rating category of "A" or its equivalent or higher; or the issuing entity must be organized within the U.S. as a special purpose corporation, trust, or LLC, have program wide credit enhancements, and have commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.*

[I] *Includes the City of Los Angeles and agencies defined as a county, a city and county, or other local agency that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body (pooled).*

[J] *Local agencies, described in footnote I (pooled), may invest no more than 10% of their investment assets in the commercial paper of any single issuer.*

[K] *No more than 30% of the agency's money may be in negotiable certificates of deposit that are authorized under Section 53601(i).*

[L] *Effective January 1, 2020, no more than 50% of the agency's money may be invested in deposits, including certificates of deposit, through a placement service as authorized under 53601.8 (excludes negotiable certificates of deposit authorized under Section 53601(i)). On January 1, 2031, the maximum percentage of the portfolio reverts back to 30%. Investments made pursuant to 53635.8 remain subject to a maximum of 30% of the portfolio.*

[M] *Reverse repurchase agreements or securities lending agreements may exceed the 92-day term if the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity dates of the same security.*

[N] *Reverse repurchase agreements must be made with primary dealers of the Federal Reserve Bank of New York or with a nationally or state-chartered bank that has a significant relationship with the local agency. The local agency must have held the securities used for the agreements for at least 30 days.*

[O] *"Medium-term notes" are defined in Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States."*

[P] *No more than 10% invested in any one mutual fund. This limitation does not apply to money market mutual funds.*

[Q] *A mutual fund must receive the highest ranking by not less than two nationally recognized rating agencies or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of $500 million, and has at least five years' experience investing in instruments authorized by Sections 53601 and 53635.*

[R] *A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical rating organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years' experience investing in money market instruments with assets under management in excess of $500 million.*

[S] *Investments in notes, bonds, or other obligations under Section 53601(n) require that collateral be placed into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, among other specific collateral requirements.*

[T] *Security types authorized under Section 53601(o) that are issued or guaranteed by an issuer identified in subdivisions (b) or (f), are not subject to the limitations placed on privately issued securities authorized in Section 53601(o)(2)(A)(B).*

[U] *A joint powers authority pool must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of $500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (o).*

[V] *Local entities can deposit between $200 million and $10 billion into the Voluntary Investment Program Fund, upon approval by their governing bodies. Deposits in the fund will be invested in the Pooled Money Investment Account.*

[W] *Only those obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less.*

8.1 Prohibited Practices and Investments. Federal and state laws notwithstanding, any investment not specifically described herein including, but not limited to: repurchase agreements, reverse repurchase agreements, derivatives, options, futures, inverse floaters, first mortgages or trust deeds, collateralized mortgage obligations (CMO's), limited partnerships, real estate investments trusts (REIT's), open or closed-end mutual funds, unregulated investment pools, common stock, preferred stock, commodities, precious metals, foreign currency denominated securities, securities with high price volatility, limited marketability (less than three active bidders), and any other speculative investment deemed inappropriate under the prudent investor standard are strictly prohibited. Purchasing debt securities issued by the City or any affiliated legal entity is prohibited.

In addition, any investment transaction that might impair public confidence in the City government is to be avoided. Purchasing or selling securities on margin is prohibited. Leveraging or borrowing money for the purpose of investing is specifically prohibited. In addition, the Policy prohibits active trading and speculation, i.e., the purchase of securities with the intent to profit from favorable market changes in market prices or market conditions.

9.0 REVIEW OF INVESTMENT PORTFOLIO

The securities held by the City must be in compliance with Section 8.0 Authorized and Suitable Investments at the time of purchase. The Treasurer will review the portfolio at least quarterly to ensure securities are still in compliance and determine if it is necessary to report to Council any major or critical incidences of noncompliance.

10.0 INVESTMENT POOLS/MONEY MARKETS/MUTUAL FUNDS

Governmental sponsored investment pools and/or mutual funds are included in Section 8.0 Authorized and Suitable Investments; therefore, the City must perform due diligence and a thorough investigation of the pool and/or fund prior to investing and on a continual basis. The investigation will include review of the following items:

A. A description of eligible investment securities, and a written statement of investment policy and objectives.

B. A description of interest calculations and how it is distributed, and how gains and losses are treated.

C. A description of how the securities are safeguarded (including the settlement processes), and how often are the securities priced and the program audited.

D. A description of who may invest in the program, how often, and what size deposits and withdrawals are allowed.

E. A schedule for receiving statements and portfolio listings.

F. A list of any reserves, retained earnings, etc. utilized by the pool.

G. A fee schedule, when and how it is assessed.

H. Pool eligibility for bond proceeds and/or pool policy on accepting such proceeds.

The City further stipulates that money market/mutuals funds are restricted to funds that are permitted in Section 8.0 Authorized and Suitable Investments.

11.0 COLLATERALIZATION

Collateralization will be required on two types of investments: certificates of deposit and repurchase agreements. Collateral for non-negotiable certificates of deposit must comply with Government Code 53652. In addition, if the CD is not FDIC /NCUA insured or goes over the FDIC/NCUA $250,000 limit, collateral is required equal to 110% of market value of principal and accrued interest. The City will only place in a certificate of deposit that amount of principal which is covered by FDIC or NCUA insurance (per Government Code Section 53653). Collateral for repurchase agreements shall be 102 % of market value of principal and accrued interest.

The City chooses to limit collateral to the following: US Treasury securities or Federal Agency securities. This will provide an additional level of security due to inevitable changes in market conditions. Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. The right of collateral substitution is granted, within the parameters and constraints of this Policy.

Section 53649 of the California Government Code specifies that the City Treasurer is responsible for entering into deposit contracts with each depository. Investments held with third parties and applicable collateral for the investment shall be properly collateralized in accordance with requirements of the California Government Code.

12.0 CUSTODY

To protect against fraud, embezzlement, or losses caused by a collapse of an individual securities dealer, all securities, including collateral for repurchase agreements, shall be held in a custodial account in the name of the City by a third-party custodian. All security transactions should be conducted on a delivery-versus-payment (DVP) basis, and evidenced by custodial receipts. The custodian must act as an agent of the City under the terms of a custody agreement designated by the Treasurer.

The only exception to foregoing custody accounts shall be depository accounts and deposits into approved investment Pools as allowed in Section 8.0 Authorized and Suitable Investments.

13.0 ADDITIONAL DIVERSIFICATION

The City will diversify the investment portfolio by the type of investment, issuer, and maturity dates to mitigate risk in the investment portfolio. With the exception of U. S. Treasury securities, Government Agencies, and authorized pools such as LAIF, not more than 30% of the City's total investment portfolio will be invested in a single security type or with a single financial institution. Each Government Agency issuer name is limited to not more than 30% of the City's total investment portfolio.

14.0 MAXIMUM MATURITIES

It is the City's policy to buy and hold investments until maturity. To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Investments will have a maximum remaining maturity of only the limitations imposed by government statute or five (5) years from purchase, whichever is shorter. Reserve funds may be invested in securities exceeding 5 years based on the permissible investment maturities dictated by City Council approval.

15.0 INTERNAL CONTROLS

A system of internal controls shall be established to prevent losses of public funds arising from fraud, employee error, and misrepresentations of third parties, unanticipated changes in financial markets or imprudent actions by employees of the City. An annual audit of internal control and investment practices, policies and procedures will be conducted by the City's external auditor.

16.0 PERFORMANCE STANDARDS

Subject to the priority of investment objectives in Section 4.0, this section sets forth the performance standards for the City's investment portfolio. Investment performance is continually monitored and evaluated by the Treasurer. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and liquidity needs.

17.0 REPORTING

The Treasurer shall make a quarterly report of the City's current investment portfolio and transactions to the legislative body.

So long as the City Council's annual delegation of investment authority to the City Treasurer pursuant to Government Code Section 53607 is effective, the Treasurer shall make the above-described quarterly report of all investment transactions to the City Council.

18.0 INVESTMENT POLICY ADOPTION

The City Council has charged the Treasurer with the responsibility to review the policy annually and to recommend changes. The policy shall be reviewed annually by the City Council and any modifications made thereto must be approved the City Council.

19.0 GLOSSARY

GLOSSARY

AGENCIES: Federal agency securities and/or Government-sponsored enterprises which include: Federal Home Loan Bank (FHLB), Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), Federal Farm Credit Bank (FFCB), Federal Agricultural Mortgage Association (Farmer Mac), Government National Mortgage Association (GNMA)

ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR): The official annual report for the City of Hanford. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BOND: A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER: Commercial paper is the trade name applied to unsecured promissory notes issued by finance and industrial companies to raise funds on a short term basis.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

CUSTODY: A banking service that provides safekeeping for the individual securities in a customer's investment portfolio under a written agreement which also calls for the bank to collect and pay out income, to buy, sell, receive and deliver securities when ordered to do so by the principal.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions buying and selling for his own account.

DELIVERY VERSUS PAYMENT (DVP): There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is the delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale is also considered to be at a discount.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL AGENCY: Federal agencies are special government organizations set up for a specific purpose. Some examples include: FAMCA, FFCB, FHLB, FHLMC, and FNMA.

FEDERAL AGRICULTURAL MORTGAGE CORPORATION: Also known as Farmer Mac or FAMCA, is a stockholder-owned, publicly traded company that was chartered by the United States federal government in 1988 to serve as a secondary market in agricultural loans such as mortgages for agricultural real estate and rural housing.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per entity.

FEDERAL FARM CREDIT BANK (FFCB): GSE that issues debt securities on behalf of the banks of the Farm Credit System to support rural communities and U.S. agriculture. Established by Congress in 1916 as the authority for certain predecessor entities, the Farm Credit System is the oldest of the Government-sponsored enterprises.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government-sponsored wholesale banks (currently 12 regional banks) that lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions, and insurance companies. The mission of

the FHLBs is to liquefy the housing-related assets of its members who must purchase stock in their district bank.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC): FHLMC is a stockholder owned, government-sponsored enterprise (GSE) chartered by Congress in 1970 to keep money flowing to mortgage lenders in support of homeownership and rental housing for middle-income Americans. The FHLMC, also known as Freddie Mac, purchases, guarantees, and securitizes mortgages to form mortgage-backed securities.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, or Fannie Mae, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D. C., 12 regional banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Mortgage-backed securities influencing the volume of affordable housing loans and that are guaranteed by GNMA. Security holder is protected by full faith and credit of the U.S. Government. Underlying mortgages for Ginnie Mae securities include those issued, insured, or guaranteed by the Federal Housing Administration (FHA), the U.S. Department of Veterans Affairs (VA), the U.S. Department of Agriculture's Rural Development (RD), and the U.S. Department of Housing and Urban Development's Office of Public and Indian Housing (PIH). The term "pass throughs" is often used to describe Ginnie Maes.

LOCAL AGENCY INVESTMENT FUND (LAIF): LAIF was established by the State to enable treasurers to place funds in a pool for investment. Each agency is limited to an investment of $65 million per account.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase – reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

NATIONALLY RECOGNIZED STATISTICAL-RATING ORGANIZATION (NRSRO): A nationally recognized statistical rating corporation (NRSRO) is a credit rating agency that issues credit rating that the U.S. Securities and Exchange Commission (SEC) permits other financial firms to use for certain regulatory purposes.

NATIONAL CREDIT UNION ADMINISTRATION (NCUA): Created by the U.S. Congress in 1970, the National Credit Union Administration is an independent federal agency that insures deposits at federally insured credit unions, protects the members who own credit unions, and charters and regulates federal credit unions. Insured CDs up to a 250,000 limit.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) – registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state – the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structure to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, or increasing

bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION (SEC): Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

SUPRANATIONALS: A supranational organization is formed by a group of countries through an international treaty with specific objectives such as promoting economic development. Supranational organizations also issue debt in the United States. The most recognized supranational debt is the International Bank for Reconstruction and Development (IBRD or World Bank), International Finance Corporation (IFC) and Inter-American Development Bank (IADB). The City can only invest in the above-named Supranational organizations, as outlined in Section VIII.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than ten years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

AGENDA
STAFF REPORT

MEETING DATE: 6/2/2026	**AGENDA SECTION:** CONSENT CALENDAR

SUBJECT:
Adoption of Resolution 26-32-R establishing the 2026/2027 appropriations limit of $103,123,873 for the City of Hanford's General Fund

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RECOMMENDATION: Staff recommends that City Council adopt Resolution 26-32-R establishing the appropriations limit (Gann Appropriations Limit) for the 2026/2027 fiscal year in the amount of $103,123,873 for the General Fund.

RECOMMENDED MOTION: I move to adopt Resolution 26-32-R establishing the appropriation limit (Gann Appropriations Limit) for the 2026/2027 fiscal year in the amount of $103,123,873 for the General Fund.

BACKGROUND:

Annually, City Council is required by the State to approve the appropriation limit for the City of Hanford. The Appropriation Limitation imposed by Propositions 4 and 111, known as the Gann Appropriations Limit, creates a restriction on the amount of tax proceeds which can be appropriated in any fiscal year. The limit bears little to no meaningful connection to the City budget (the appropriations limit established by the required formula is substantially higher than City of Hanford tax proceeds both currently and historically). The limit is based on actual appropriations during the 1978-79 fiscal year and is increased each year by a factor comprised of the change in population combined with the change in California per capita personal income.

The General Fund is the only fund subject to the appropriation limit mandated by the State of California. Any challenge to the appropriations limit must be brought within 45 days from the effective date of the resolution.

The State of California Department of Finance provides the population and California per capita personal income change data for local jurisdictions to calculate their appropriations limit. Based on the following data received from the Department of Finance, a population change of -.45% and per capita income change of 4.95%, the appropriations limit for Hanford is $103,123,873. The General Fund appropriation subject to limitation for the fiscal year 2026/2027 is $56,234,170, which is well under the appropriations limit as shown in Table 1, Gann Appropriations Limit.

Table 1
Gann Appropriations Limit
FY 2026/2027

Appropriation Limit FY 2025/2026					$ 98,702,022
Adjustment Factors					
Population Change ((-0.45+100)/100)=				0.9955	
Per Capita Income Change ((4.95%+100)/100)=				1.0495	
Total Adjustment Factor	0.9955	x	1.0495	1.0448	
Annual Adjustment Amount in dollars					4,421,851
Appropriations Limit for FY 2026/2027					**103,123,873**
Budgeted Expenditures Subject to Limit FY2026/2027 (Table 2)					56,234,170
Amount of unspent authorized appropriaton FY 2026/2027					$ 46,889,703

Table 2, lists General Fund proceeds of taxes (budgeted). As shown in Table 1, the amount of taxes is equivalent to the budgeted expenditures subject to the 2026/2027 limit.

Table 2
Proceeds of Taxes
FY 2026/2027

General Fund		
Sales Tax (includes Measure H)		36,123,670
Property Tax		17,035,000
Franchise Tax		1,457,000
Transient Occupancy Tax		770,000
Business License Tax		815,000
Other Taxes		8,500
Interest Earnings		25,000
Total Proceeds of Taxes	$	56,234,170

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

1. Department of Finance Letter
2. Schedule to adjust and calculate the Fiscal Year 2026/2027
3. Resolution 26-32-R

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

May 1, 2026

Dear Fiscal Officer:

Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2026, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2026–27. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2026–27 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2026**. Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s Erika Li
Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2026–27 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2026-27	4.95

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2026–27 appropriation limit.

2026–27:

Per Capita Cost of Living Change = 4.95 percent
Population Change = -0.14 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.95 + 100}{100} = 1.0495$

Population converted to a ratio: $\frac{-0.14 + 100}{100} = 0.9986$

Calculation of factor for FY 2026–27: 1.0495 x 0.9986 = 1.0480

About the Data

FISCAL YEAR 2026-27
Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2025 to January 1, 2026, and Total Population January 1, 2026

City	County	Percent Change 25-26	Population Minus Exclusions 1-1-25	Population Minus Exclusions 1-1-26	Total Population 1-1-26
Hanford	Kings	-0.45	61,113	60,837	60,837
Lemoore	Kings	-1.52	27,637	27,216	27,216
Unincorporated	Kings	-2.42	25,531	24,912	31,055
Incorporated	Kings	-0.91	111,915	110,902	122,699
County Total	Kings	-1.19	137,446	135,814	153,754

Schedule "A"

CITY OF HANFORD
SCHEDULE TO ADJUST AND CALCULATE THE
FISCAL YEAR 2026/2027 GANN APPROPRIATION LIMIT

2025/2026	Appropriation Limit	$98,702,022
	Add Appropriations for Annexation, Financial or Tax Administration Responsibility Change	0
	Subtotal	$98,702,022
	Apply Ratio of Change Factor (Table 1) – 1.0448	4,421,851
2026/2027	Appropriation Limit	$103,123,873

RESOLUTION No. 26-32-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD ESTABLISHING THE 2026/2027 APPROPRIATONS LIMIT

WHEREAS, in 1979, California voters approved Proposition 4 (Article XIII-B of the California State Constitution). Informally known as the "Gann Initiative," Article XIII-B provides limits to the amount of tax proceeds state and local governments can spend each year.

WHEREAS, in 1980, the State Legislature added Section 9710 of the Government Code stating that the governing body of each City must establish, by resolution, an appropriations limit for the following year. The limit for any fiscal year is equal to the previous year's limit, adjusted for population changes and the change in the U.S. Consumer Price Index (or California per capita personal income, if smaller). The necessary statistical information is provided by the California Department of Finance.

WHEREAS, Proposition 111 modified Article XIII-B. A City may choose which annual adjustments to use. The adjustment factors include the growth in the California Per Capita Income, or the growth in the non-residential assessed valuation.

AND IT FURTHER provided for the 2026-27 fiscal year, any challenge to the appropriations limit must be brought within 45 days from the effective date of the resolution.

NOW, THEREFORE, BE IT RESOLVED that the appropriations limit as defined by Propositions 4 and 111 is set at $103,123,873 for 2026/2027 fiscal year using a percentage change population growth factor of -.45% and percentage change in per capita income of 4.95% as established by the California Department of Finance.

PASSED and ADOPTED by the City Council of the City of Hanford at a regular meeting duly held on this 2nd day of June, 2026 by the following vote:

AYES:_____
NOES:_____
ABSENT:_____
ABSTAIN:_____

_____
Mark Kairis
MAYOR of the City of Hanford

ATTEST:

_____
Natalie Corral
City Clerk

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 2nd day of June, 2026.

Date: _____

_____
City Clerk

AGENDA
STAFF REPORT

MEETING DATE: 6/2/2026	**AGENDA SECTION:** PUBLIC HEARING

SUBJECT:
Public Hearing and reporting on City of Hanford vacancies, recruitment, and retention efforts in compliance with Assembly Bill 2561

RECOMMENDATION:

Recommended: The City Council shall conduct a public hearing and receive input from employee organizations, in compliance with Assembly Bill (AB) 2561, regarding the City of Hanford's vacancy rates and recruitment and retention efforts.

Recommended Motion: Receive and file, no action is required.

BACKGROUND:

Background: On September 22, 2024, Governor Newsom signed Assembly Bill (AB) 2561 into law to amend the Meyers-Millias-Brown Act and create a new obligation for public agencies to address the status of their vacancies publicly. At least once each fiscal year, an agency's governing board must hold a public hearing and receive the agency's report on the status of vacancies and recruitment and retention efforts. During the public hearing, the agency must allow the recognized employee bargaining unit to present at the hearing.

Under AB 2561, if job vacancies within a bargaining unit reach 20% or more of authorized full-time positions, the agency must provide specific information at a public hearing upon union request. As of May 11, 2026, no bargaining unit meets this threshold. Data was again reviewed most recently, and again no bargaining units meet this threshold.

AB 2561 also requires that during the public hearing, the agency must identify any necessary changes to policies, procedures, and recruitment activities that may lead to hiring obstacles. Staff have not identified any necessary changes to policies and procedures that may present obstacles in the hiring process. The City continues to implement initiatives that support recruitment and retention, as outlined in the attached presentation.

FISCAL IMPACT:

None

ATTACHMENTS:

1. AB 2561 Presentation
2. AB2561 Public Hearing Information
3. AB-2561 Text

HANFORD
CALIFORNIA

AB 2561: Public Hearing
Vacancy Rates and Recruitment/Retention Efforts

CALIFORNIA ASSEMBLY BILL 2561

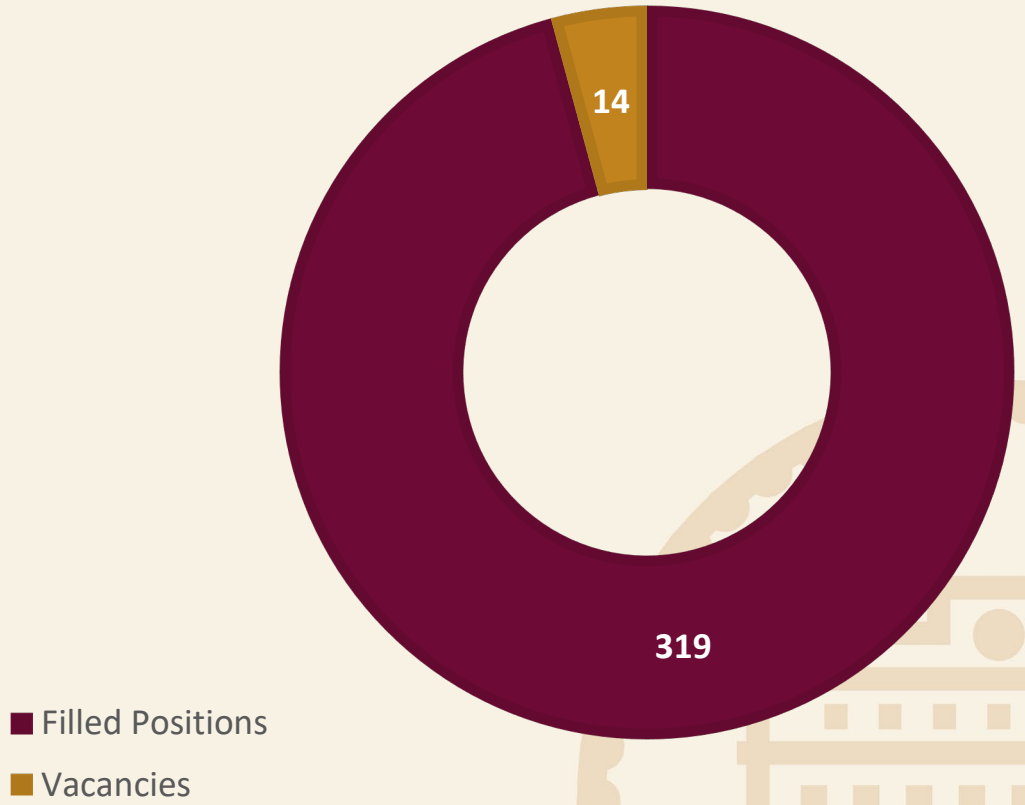
AB 2561 Overview

- AB 2561 requires local public agencies to hold an annual public hearing prior to budget adoption.
- The hearing includes reporting on vacancy rates by bargaining group and the City's recruitment and retention efforts.
- Employee organizations are provided an opportunity to address the City Council regarding vacancy rates and related impacts.
- The City must also review recruitment practices, procedures, and policies to identify potential hiring obstacles.

CITYWIDE STAFFING OVERVIEW

Staffing data as of May 11, 2026

- Total Allocated Positions: 333
- Total Vacant Positions: 14
- Citywide Vacancy Rate: **4.2%**



VACANCY RATES BY BARGAINING GROUP

Bargaining Group	Budgeted	Vacancies	Vacancy Rate
Executive Management Employees Association (EMEA)	8	0	0%
Professional Upper Management Association (PUMA)	21	1	4.76%
General Employees Management Association (GEMA)	40	1	2.5%
Hanford Police Officers Association (HPOA)	72	3	4.17%
Hanford Professional Firefighters Association (HPFF)	34	2	5.88%
Service Employees International Union Local 521 (SEIU)	158	7	4.43%
Citywide Total	333	14	4.20%

No bargaining group currently meets or exceeds the 20% vacancy threshold established under AB 2561.

RECRUITMENT EFFORTS

📣 Recruitment Outreach

- Social media recruitment
- Online job postings and job boards
- Agency outreach
- Industry-specific advertising
- Internship recruitment pipeline

💲 Recruitment Incentives

- $1,500 referral stipend
- Signing bonuses for lateral/experienced candidates
- Vacation credit upon hire

💻 Recruitment Enhancements

- NeoGov Applicant Tracking System
- Online onboarding
- CritiCall Testing
- Streamlined hiring processes

📊 Recruitment Activity*

May 10, 2025 – May 11, 2026

📌 **57** Full-Time Recruitments | 🔍 **4,897** Applications Reviewed | 👥 **40** Full-Time Hires
📄 **28** Job Classifications Created/Amended | 🔝 **43** Promotions/Reclassifications

**This data does not include part-time/seasonal positions.*

RETENTION AND EMPLOYEE SUPPORT

Employee Benefits

- Multiple medical plan options
- City Clinic for employees/dependents
- Deferred Compensation matching
- Employee Assistance Program (EAP)
- Wellness Programs

Workplace Flexibility

- Alternative work schedules
- Telecommuting opportunities
- Paid holiday closure (Christmas Eve through New Year’s Day)

Employee Development

- Tuition reimbursement
- Certification pay
- Longevity incentives
- Recognition programs

POLICY REVIEW & QUESTIONS

Staff reviewed current recruitment practices, procedures, and policies and did not identify significant hiring obstacles at this time.

The City will continue evaluating recruitment and retention strategies to remain competitive.



BARGAINING UNIT PRESENTATIONS

Recognized employee organizations are provided an opportunity to address the City Council regarding:

- Vacancy rates
- Recruitment efforts
- Retention efforts
- Impacts to represented positions

AB 2561 Public Hearing Information
Tuesday, June 2, 2026

Total number of full-time allocated positions	333
Total number of full-time vacancies	14
Vacancy rate %	4.20

Executive Management Employees Association (EMEA)

Number of EMEA/Unrepresented allocated positions	8
Number of EMEA/Unrepresented vacancies	0
Vacancy rate %	0.00

General Employees Management Association (GEMA)

Number of GEMA allocated positions	40
Number of GEMA vacancies	1
Vacancy rate %	2.50

Hanford Police Officers Association (HPOA)

Number of HPOA allocated positions	72
Number of HPOA vacancies	3
Vacancy rate %	4.17

Hanford Professional Firefighters Local 3898, IAFF

Number of IAFF allocated positions	34
Number of IAFF vacancies	2
Vacancy rate %	5.88

Professional Upper Management Association (PUMA)

Number of PUMA allocated positions	21
Number of PUMA vacancies	1
Vacancy rate %	4.76

Service Employees International Unit (SEIU Local 521)

Number of SEIU allocated positions	158
Number of SEIU vacancies	7
Vacancy rate %	4.43

Above data compiled as of 5/11/2026

Vacancies by Job Title	Bargaing Group
Battalion Chief	IAFF
Firefighter	IAFF
Fleet Mechanic I/II	SEIU
Office Assistant I/II	SEIU
Parks Maintenance Worker I	SEIU
Police Officer	HPOA
Police Officer	HPOA
Police Officer	HPOA
Principal Planner	PUMA
Senior Communications Dispatcher	SEIU
Senior Construction Inspector	GEMA
Senior Utilities Maintenance Worker	SEIU
Storm Maintenance Worker I/II	SEIU
Water Operator I/II	SEIU

Above data compiled as of 5/11/2026

Turnover Rate Information

Total number of separations (resignations, terminations, retirements)	35
Average number of allocated positions	331
Turnover rate %	10.57

Data compiled using date range 5/12/2025 to 5/11/2026

AB-2561 Local public employees: vacant positions. (2023-2024)

SHARE THIS:

Date Published: 09/23/2024 09:00 PM

Assembly Bill No. 2561

CHAPTER 409

An act to add Section 3502.3 to the Government Code, relating to public employment.

[Approved by Governor September 22, 2024. Filed with Secretary of State September 22, 2024.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2561, McKinnor. Local public employees: vacant positions.

Existing law, the Meyers-Milias-Brown Act (act), authorizes local public employees, as defined, to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of labor relations. The act requires the governing body of a public agency to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations and to consider fully presentations that are made by the employee organization on behalf of its members before arriving at a determination of policy or course of action.

This bill would, as specified, require a public agency to present the status of vacancies and recruitment and retention efforts at a public hearing at least once per fiscal year, and would entitle the recognized employee organization to present at the hearing. If the number of job vacancies within a single bargaining unit meets or exceeds 20% of the total number of authorized full-time positions, the bill would require the public agency, upon request of the recognized employee organization, to include specified information during the public hearing. By imposing new duties on local public agencies, the bill would impose a state-mandated local program. The bill would also include related legislative findings.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement shall be made pursuant to these statutory provisions for costs mandated by the state pursuant to this act, but would recognize that a local agency or school district may pursue any available remedies to seek reimbursement for these costs.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares as follows:

(a) Job vacancies in local government are a widespread and significant problem for the public sector affecting occupations across wage levels and educational requirements.

(b) High job vacancies impact public service delivery and the workers who are forced to handle heavier workloads, with understaffing leading to burnout and increased turnover that further exacerbate staffing challenges.

(c) There is a statewide interest in ensuring that public agency operations are appropriately staffed and that high vacancy rates do not undermine public employee labor relations.

SEC. 2. Section 3502.3 is added to the Government Code, to read:

3502.3. (a) (1) A public agency shall present the status of vacancies and recruitment and retention efforts during a public hearing before the governing board at least once per fiscal year.

(2) If the governing board will be adopting an annual or multiyear budget during the fiscal year, the presentation shall be made prior to the adoption of the final budget.

(3) During the hearing, the public agency shall identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process.

(b) The recognized employee organization for a bargaining unit shall be entitled to make a presentation at the public hearing at which the public agency presents the status of vacancies and recruitment and retention efforts for positions within that bargaining unit.

(c) If the number of job vacancies within a single bargaining unit meets or exceeds 20 percent of the total number of authorized full-time positions, the public agency shall, upon request of the recognized employee organization, include all of the following information during the public hearing:

(1) The total number of job vacancies within the bargaining unit.

(2) The total number of applicants for vacant positions within the bargaining unit.

(3) The average number of days to complete the hiring process from when a position is posted.

(4) Opportunities to improve compensation and other working conditions.

(d) This section shall not prevent the governing board from holding additional public hearings about vacancies.

(e) The provisions of this section are severable. If any provision of this section or its application is held invalid, the invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

(f) For purposes of this section, "recognized employee organization" has the same meaning as defined in subdivision (a) of Section 3501.

SEC. 3. The Legislature finds and declares that Section 2 of this act, which adds Section 3502.3 to the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

It is in the public interest, and it furthers the purposes of paragraph (7) of subdivision (b) of Section (3) of Article I of the California Constitution, to ensure that information concerning public agency employment is available to the public.

SEC. 4. No reimbursement shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code for costs mandated by the state pursuant to this act. It is recognized, however, that a local agency or school district may pursue any remedies to obtain reimbursement available to it under Part 7 (commencing with Section 17500) and any other law.

AGENDA
STAFF REPORT

MEETING DATE: 6/2/2026	**AGENDA SECTION:** PUBLIC HEARING

SUBJECT:
Public Hearing and Adoption of Resolution 26-25-R the 2025 Urban Water Management Plan (UWMP) and Resolution 26-26-R the 2025 Water Shortage Contingency Plan (WSCP) and authorizing its submittal to DWR.

RECOMMENDATION:

Staff recommends that the City Council:

1. Conduct a public hearing to receive input on the 2025 Urban Water Management Plan (UWMP);
2. Adopt a Resolution approving the 2025 UWMP and authorizing its submittal to the California Department of Water Resources (DWR); and
3. Adopt a Resolution approving the 2025 Water Shortage Contingency Plan (WSCP) and authorizing its submittal to DWR.

Recommended Motion:

I make a motion to:

1. Conduct a public hearing to receive input on the 2025 Urban Water Management Plan (UWMP);
2. Adopt a Resolution approving the 2025 UWMP and authorizing its submittal to the California Department of Water Resources (DWR); and
3. Adopt a Resolution approving the 2025 Water Shortage Contingency Plan (WSCP) and authorizing its submittal to DWR.

BACKGROUND:

The City of Hanford has prepared the 2025 Urban Water Management Plan (UWMP) in compliance with California Water Code Sections 10610 et seq., also known as the Urban Water Management Planning Act of 1983. Urban water suppliers providing water for municipal purposes to more than 3,000 service connections or supplying more than 3,000 acre-feet of water annually are required to prepare and adopt a UWMP every five years, in years ending in “0” and “5.”

The UWMP serves as a comprehensive planning document intended to evaluate and ensure the reliability of the City’s water supply. It supports long-term resource planning, promotes water

conservation, and establishes a framework for managing water shortages and drought conditions.

The 2025 UWMP includes the following key components:

- Development of a long-term strategy for managing current and projected water demands;
- Evaluation of potable and non-potable water supplies, including supply constraints under regulatory and hydrologic conditions;
- Assessment of water supply reliability under normal, single dry-year, and multiple dry-year (five consecutive years) scenarios through the year 2050;
- Preparation of a Drought Risk Assessment (DRA) that analyzes water supply and demand under a modeled five-year drought scenario; and
- Inclusion of a Water Shortage Contingency Plan (WSCP), which identifies response actions to reduce demand and increase supply during water shortage conditions.

The analysis contained in the UWMP demonstrates that the City of Hanford is projected to have adequate water supplies to meet anticipated demands through the planning horizon, including during single and multiple dry-year scenarios, with implementation of the response actions identified in the WSCP.

The public noticing process included publishing notices in the City newspaper, posting information on the City website and social media, and emailing notices directly to stakeholders. A copy of the Draft Urban Water Management Plan was also posted on the City's Website for review. These efforts were made to maximize public awareness, encourage participation, and provide transparency. Stakeholder input is important to help the City understand community concerns, address potential impacts, and support informed decision-making. A copy of the Urban Water Management Plan can be found at: https://www.ci.hanford.ca.us/DocumentCenter/View/2733

FISCAL IMPACT:

The preparation cost of the UWMP is included and approved as part of the Utilities & Engineering Department budget for FY25-26. There are no fiscal impacts associated with the adoption of the 2025 Urban Water Management and 2025 Water Shortage Contingency Plan. The preparation of the plans were funded using 20810000-749500 Funds (Water Operation Funds).

ATTACHMENTS:

1. UWMP Resolution 26-25-R
2. WSCP Resolution 26-26-R
3. Stakeholder Letter - President Kings County Water District
4. Stakeholder Letter - Deputy Director Kings County Water Commission
5. UWMP Draft Report

RESOLUTION NO. 26-25-R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD
APPROVING THE 2025 URBAN WATER MANAGEMENT PLAN

At a regular meeting of the City Council of the City of Hanford, duly called and held on June 2, 2026, it was moved by Council Member _____, and seconded by Council Member _____, and carried that the following resolution be adopted:

WHEREAS, The State of California Urban Water Management Planning Act, SB 797 and amendments thereto, requires the local agency to adopt and file with the State of California Department of Water Resources and updated Urban Water Management Plan every five years; after a noticed public hearing; and

WHEREAS, a public hearing notice was published in the local newspaper and the public hearing held on Tuesday, June 2, 2026; and

WHEREAS, Section 15282 (v) of the California Environmental Quality Act states that the preparation of Urban Water Management Plans are statutorily exempt.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hanford does hereby approve the attached 2025 Urban Water Management Plan.

Passed and Adopted at a regular meeting of the City Council of the City of Hanford duly called and held on the 2nd day of June, 2026, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

_____
MARK KAIRIS,
MAYOR of the City of Hanford

ATTEST: _____
NATALIE CORRAL,
CITY CLERK and Clerk of the
Council of the City of Hanford

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, NATALIE CORRAL, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted by the City Council of the City of Hanford at a regular meeting thereof held on the 2nd day of June, 2026.

Date: _____, 2026

_____
NATALIE CORRAL,
CITY CLERK and Clerk of the
Council of the City of Hanford

RESOLUTION NO. 26-26-R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD
APPROVING THE 2025 WATER SHORTAGE CONTINGENCY PLAN

At a regular meeting of the City Council of the City of Hanford, duly called and held on June 2, 2026, it was moved by Council Member _____, and seconded by Council Member _____, and carried that the following resolution be adopted:

WHEREAS, The State of California Water Shortage Con Planning Act, SB 797 and amendments thereto, requires the local agency to adopt and file with the State of California Department of Water Resource and updated Water Shortage Contingency Plan every five years; after a noticed public hearing; and

WHEREAS, a public hearing notice was published in the local newspaper and the public hearing held on Tuesday, June 2, 2026; and

WHEREAS, Section 15282 (v) of the California Environmental Quality Act states that the preparation of Water Shortage Contingency Plans are statutorily exempt.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hanford does hereby approve the attached 2025 Water Shortage Contingency Plan.

Passed and Adopted at a regular meeting of the City Council of the City of Hanford duly called and held on the 2nd day of June, 2026, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

_____
MARK KAIRIS,
MAYOR of the City of Hanford

ATTEST: _____
NATALIE CORRAL,
CITY CLERK and Clerk of the
Council of the City of Hanford

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, NATALIE CORRAL, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted by the City Council of the City of Hanford at a regular meeting thereof held on the 2nd day of June, 2026.

Date: _____, 2026

_____
NATALIE CORRAL,
CITY CLERK and Clerk of the
Council of the City of Hanford

CITY OF HANFORD
Public Works Department
900 10th Ave
Hanford, California 93230

December 17, 2025

Chip Mello, President
Kings County Water District
200 Campus Drive
Hanford, California 93230

Subject: **City of Hanford's 2025 Urban Water Management Plan**

The City of Hanford (City) is currently updating its Urban Water Management Plan (UWMP), last updated in 2020. Existing California state law requires each urban water supplier to prepare and adopt an urban water management plan every five years. The UWMP documents the City's plans to secure adequate water supplies to meet existing and future potable and non-potable water demands under a range of water supply conditions, as well as demand conditions including water shortages.

The 2025 UWMP Update will summarize historical and projected water demands, assess the City's drought risk, outline the process of an annual Demand and Supply Assessment, and document measures the City may enact in the event of a Water Shortage. A standalone Water Shortage Contingency Plan is also being prepared in conjunction with the UWMP and will be adopted simultaneously.

We anticipate having a Draft 2025 UWMP available for stakeholder review in May 2026. The final plan will be submitted to the California Department of Water Resources (DWR) by July 1, 2026.

If you have any questions or would like additional information on the City's 2025 UWMP update, please contact Robert Williams at bwilliams@hanfordca.gov or by phone at (559) 585-2560.

Sincerely,

Robert Williams

Utilities Manager

City of Hanford

CITY OF HANFORD
Public Works Department
900 10th Ave
Hanford, California 93230

December 17, 2025

Alejandro Hernandez, Deputy Director – Planning
Kings County Water Commission
1400 Lacey Boulevard
Hanford, California 93230

Subject: City of Hanford's 2025 Urban Water Management Plan

The City of Hanford (City) is currently updating its Urban Water Management Plan (UWMP), last updated in 2020. Existing California state law requires each urban water supplier to prepare and adopt an urban water management plan every five years. The UWMP documents the City's plans to secure adequate water supplies to meet existing and future potable and non-potable water demands under a range of water supply conditions, as well as demand conditions including water shortages.

The 2025 UWMP Update will summarize historical and projected water demands, assess the City's drought risk, outline the process of an annual Demand and Supply Assessment, and document measures the City may enact in the event of a Water Shortage. A standalone Water Shortage Contingency Plan is also being prepared in conjunction with the UWMP and will be adopted simultaneously.

We anticipate having a Draft 2025 UWMP available for stakeholder review in May 2026. The final plan will be submitted to the California Department of Water Resources (DWR) by July 1, 2026.

If you have any questions or would like additional information on the City's 2025 UWMP update, please contact Robert Williams at bwilliams@hanfordca.gov or by phone at (559) 585-2560.

Sincerely,

Robert Williams

Utilities Manager

City of Hanford



City of Hanford

2025 Urban Water Management Plan

DRAFT

April 2026

AKEL
ENGINEERING GROUP, INC.

CITY OF HANFORD

2025 URBAN WATER MANAGEMENT PLAN

DRAFT

April 16, 2026

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Smart Planning Our Water Resources

April 16, 2026

City of Hanford
319 North Douty Street
Hanford California, 93230

Attention: Bob Williams, Utilities Manager

Subject: **2025 Urban Water Management Plan - Draft**

Dear Bob:

We are pleased to submit the City of Hanford 2025 Urban Water Management Plan (2025 UWMP), compliant with the Urban Water Management Planning Act (UWMPA) of 1983 and subsequent amendments.

The plan updates existing and future water needs through the next 25 years, includes a Water Shortage Contingency Plan (WSCP), a Drought Risk Assessment (DRA), and must be submitted to the California Department of Water Resources every five years.

We extend our thanks to you, Frank Senteno, Utility and Engineering Director; Lisa Dock, City Engineer; Christine Baca, Regulatory Compliance Analyst; and Jaklyn Hart, Associate Engineer; and other City staff whose courtesy and cooperation were valuable in reviewing and completing this study.

Sincerely,

AKEL ENGINEERING GROUP, INC.

Tony Akel, P.E.
Principal

Enclosure: 2025 Urban Water Management Plan

7433 NORTH FIRST STREET, SUITE 103 • FRESNO, CALIFORNIA 93720 • (559) 436-0600 • FAX (559) 436-0622
www.akeleng.com

City of Hanford
2025 Urban Water Management Plan

Contact Sheet

Date this plan was submitted to the Department of Water Resources:

Name of Person(s) preparing this plan:

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City of Hanford
Phone: (559) 585-2560
Email: bwilliams@cityofhanfordca.com

Tony Akel, P.E., Project Manager Akel
Engineering Group, Inc.
Phone: (559) 436-0600
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The Water supplier is a Municipality

The Water supplier is a Retailer

Utility Services provided by the water supplier include: Water, Sewer, Recycled Water

Is this Agency a Bureau of Reclamation Contractor? No

Is this Agency a State Water Project Contractor? No

Acknowledgements

City Council

Mark Kairis, Mayor

Nancy Howze, Vice Mayor

Kimber Regan

Lou Martinez

Travis Paden

Management Personnel

Frank Senteno, Utilities and Engineering Director

Lisa Dock, City Engineer

Bob Williams, Utilities Manager, Project Manager

Christine Baca, Regulatory Compliance Analyst

Jaklyn Hart, Associate Engineer

City of Hanford
2025 Urban Water Management Plan

Table of Contents

Page No.

CHAPTER 1 – INTRODUCTION AND OVERVIEW 1-1
1.1 PURPOSE 1-2
1.2 BACKGROUND 1-2
1.3 UWMP IMPORTANCE 1-3
1.4 NOTABLE UPDATES SINCE 2020 UWMP 1-4
1.5 UWMP IN RELATION TO OTHER EFFORTS 1-5
1.6 UWMPS AND GRANT OR LOAN ELIGIBILITY 1-6
1.7 SUBMITTAL TABLES 1-7
1.8 REPORT ORGANIZATION 1-7

CHAPTER 2 – PLAN PREPARATION 2-1
2.1 BASIS FOR PREPARING THIS PLAN 2-1
2.2 INDIVIDUAL OR REGIONAL PLAN 2-2
2.3 SUPPLIER IDENTIFICATION 2-3
2.4 COORDINATION AND OUTREACH 2-3
2.5 SUBMITTAL TABLES SUMMARY 2-4

CHAPTER 3 – SERVICE AREA DESCRIPTION 3-1
3.1 GENERAL DESCRIPTION 3-1
3.1.1 Location 3-1
3.1.2 Land Use 3-1
3.1.3 Socioeconomic Conditions 3-2
3.2 SERVICE AREA BOUNDARY MAPS 3-2
3.3 SERVICE AREA CLIMATE 3-7
3.3.1 Historic Climate Data 3-7
3.3.2 Climate Change 3-8
3.4 SERVICE AREA POPULATION AND DEMOGRAPHICS 3-8
3.4.1 Service Area Population 3-8
3.5 SUBMITTAL TABLES SUMMARY 3-9

CHAPTER 4 – EXISTING AND PROJECTED WATER DEMANDS 4-1
4.1 NON-POTABLE VERSUS POTABLE WATER USE 4-1
4.2 PAST, CURRENT AND PROJECTED WATER USE BY SECTOR 4-1
4.2.1 Historical Water Use 4-2
4.2.2 Current Water Use 4-3
4.2.3 Projected Water Use 4-3
4.2.4 Passive Water Savings 4-4
4.2.5 Active Conservation Program Savings 4-5
4.2.6 Water Use for Lower Income Households 4-6
4.2.7 Climate Change Considerations 4-6
4.3 DISTRIBUTIONS SYSTEM WATER LOSSES 4-7
4.3.1 Previous Five Years Distribution System Losses 4-7
4.3.2 Progress Toward Meeting the Water Loss Performance Standard 4-7
4.4 SUBMITTAL TABLES SUMMARY 4-10

CHAPTER 5 – WATER CONSERVATION REQUIREMENTS 5-1
5.1 REPORTING REQUIREMENTS FOR RETAIL SUPPLIERS 5-1
5.1.1 2020 Target & Historical Per Capita Use 5-1
5.2 SUPPLIER MET 2020 TARGET IN 2025 5-2
5.3 SUBMITTAL TABLES SUMMARY 5-3

CHAPTER 6 – NORMAL-YEAR WATER SUPPLY 6-1
6.1 PURCHASED OR IMPORTED WATER 6-1
6.2 GROUNDWATER 6-1
6.2.1 Basin Description 6-2
6.2.1.1 Groundwater Basin 6-2
6.2.1.2 Basin Boundaries 6-3
6.2.1.3 Groundwater Quality 6-5
6.2.2 Groundwater Management 6-5
6.2.2.1 Groundwater Management Plan 6-5
6.2.3 Overdraft Conditions 6-6
6.2.4 Past Five Years Groundwater Pumping 6-6
6.3 SURFACE WATER 6-7
6.4 STORMWATER 6-7
6.5 WASTEWATER AND RECYCLED WATER 6-7
6.5.1 Recycled Water Coordination 6-9
6.5.2 Wastewater Collection, Treatment, and Disposal 6-9
6.5.2.1 Wastewater Collected Within Service Area 6-9
6.5.2.2 Wastewater Treatment and Discharge Within Service Area 6-9
6.5.3 Recycled Water System 6-11
6.5.4 Current, Potential, and Projected Recycled Water Uses 6-11
6.5.4.1 Current and Planned Uses of Recycled Water 6-12
6.5.4.2 Planned Versus Actual Use of Recycled Water 6-12
6.5.4.3 Actions to Encourage and Optimize Future Recycled Water Use 6-14
6.6 DESALINATED WATER OPPORTUNITIES 6-14
6.7 WATER EXCHANGES AND TRANSFERS 6-15
6.8 FUTURE WATER PROJECTS 6-15
6.9 SUMMARY OF EXISTING AND PLANNED SOURCES OF WATER 6-16
6.10 CLIMATE CHANGE CONSIDERATIONS 6-17
6.11 ENERGY INTENSITY 6-18
6.12 SUBMITTAL TABLES SUMMARY 6-19

CHAPTER 7 – WATER SERVICE RELIABILITY ASSESSMENT 7-1
7.1 CONSTRAINTS ON WATER SOURCES CONSIDERATIONS 7-1
7.1.1 Legal Factors 7-2
7.1.2 Environmental Factors 7-2
7.1.3 Water Quality Factors 7-2
7.1.3.1 Arsenic 7-2
7.1.3.2 Per- and Polyfluoroalkyl Substances (PFAS) 7-3
7.1.3.3 Trichloropropane (1,2,3-TCP) (California Only) 7-3
7.1.3.4 Lead and Copper Rule Revisions (LCRR) 7-4
7.1.3.5 Disinfection Byproduct Monitoring Rules 7-4
7.1.4 Climatic Factors 7-4
7.2 WATER SERVICE RELIABILITY ASSESSMENT 7-5
7.2.1 WSRA Year-Type Characterization 7-5

7.2.2 WSRA Supply and Demand Comparison 7-6
7.2.2.1 Supply and Demand Comparisons – Normal Year 7-7
7.2.2.2 Supply and Demand Comparison – Single Dry Year 7-7
7.2.2.3 Supply and Demand Comparison – Five Consecutive Dry Years..... 7-8
7.2.3 WSRA Description of Management Tools and Options 7-8
7.3 DROUGHT RISK ASSESSMENT 7-10
7.3.1 DRA Data, Methods, and Basis for Water Shortage Conditions 7-10
7.3.2 DRA Individual Water Source Reliability 7-11
7.3.3 DRA Total Water Supply and Use Comparison 7-11
7.4 SUBMITTAL TABLES SUMMARY 7-12

CHAPTER 8 – WATER SHORTAGE CONTINGENCY PLAN 8-1
8.1 WATER SUPPLY RELIABILITY ANALYSIS 8-1
8.2 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT 8-2
8.2.1 Decision Making Process 8-3
8.2.2 Data and Methodologies 8-5
8.2.2.1 Evaluation Criteria 8-5
8.2.2.2 Water Supply 8-5
8.2.2.3 Current Year Unconstrained Customer Demand 8-6
8.2.2.4 Current Year Available Supply 8-6
8.2.2.5 Infrastructure Considerations 8-6
8.3 WATER SHORTAGE LEVELS 8-6
8.4 SHORTAGE RESPONSE ACTIONS 8-8
8.4.1 Supply Augmentation 8-9
8.4.2 Demand Reduction 8-9
8.4.3 Operational Changes 8-15
8.4.4 Additional Mandatory Restrictions 8-16
8.4.5 Emergency Response Plan 8-16
8.4.6 Seismic Risk Assessment and Mitigation Plan 8-16
8.4.7 Shortage Response Action Effectiveness 8-16
8.5 COMMUNICATION PROTOCOLS 8-17
8.6 COMPLIANCE AND ENFORCEMENT 8-17
8.7 LEGAL AUTHORITIES 8-18
8.7.1 Declaration of Water Shortage 8-18
8.7.2 Proclamation of Local Emergency 8-18
8.8 FINANCIAL CONSEQUENCES OF A WATER SHORTAGE CONTINGENCY PLAN..... 8-18
8.9 MONITORING AND REPORTING 8-20
8.10 WSCP REFINEMENT PROCEDURES 8-20
8.11 SPECIAL WATER FEATURE DISTINCTION 8-21
8.12 PLAN ADOPTION, SUBMITTAL, AVAILABILITY, AND AMENDMENT PROCEDURES.....8-21
8.13 SUBMITTAL TABLES SUMMARY 8-21

CHAPTER 9 – DEMAND MANAGEMENT MEASURES 9-1
9.1 DEMAND MANAGEMENT MEASURES FOR RETAIL SUPPLIERS 9-1
9.1.1 Implementation Over the Past Five Years 9-1
9.1.2 Required Demand Management Measures 9-2
9.1.2.1 Water-Waste Prevention Ordinances 9-2

9.1.2.2 Metering 9-2
9.1.2.3 Conservation Pricing 9-3
9.1.2.4 Public Education and Outreach 9-3
9.1.2.5 Programs to Assess and Manage Distribution System Real Loss 9-3
9.1.2.6 Water Conservation Program Coordination and Staffing Support 9-4
9.1.2.7 Other Demand Management Measures – Water-Wise Landscaping 9-4
9.2 SUBMITTAL TABLES SUMMARY 9-4

CHAPTER 10 – PLAN ADOPTION 10-1
10.1 PLAN COMPLETION TIMELINE 10-1
10.2 NOTICE OF PLAN PREPARATION 10-1
10.3 NOTICE OF PUBLIC HEARING 10-2
10.4 PUBLIC HEARING AND ADOPTION 10-2
10.5 PLAN SUBMITTAL 10-3
10.5.1 Submitting a UWMP to DWR 10-3
10.5.2 Electronic Data Submittal 10-3
10.5.3 Submitting a UWMP to the California State Library 10-4
10.5.4 Submitting a UWMP to Cities and Counties 10-4
10.6 PUBLIC AVAILABILITY 10-4
10.7 DWR REVIEW 10-4
10.8 SUBMITTAL TABLES SUMMARY 10-4

City of Hanford
2025 Urban Water Management Plan

Figures

		Page No.
Figure 1-1	Planning Horizons	1-6
Figure 3-1	Regional Location Map	3-3
Figure 3-2	Planning Area	3-4
Figure 3-3	Existing Land Use	3-5
Figure 3-4	2035 General Plan Land Use	3-6
Figure 3-5	Historical Annual Rainfall	3-8
Figure 4-1	Historic Water Use and Population	4-2
Figure 5-1	Historic Water Consumption Per Capita vs. 2020 Target	5-2
Figure 6-1	Groundwater Subbasins	6-4
Figure 6-2	Existing Water system	6-8
Figure 8-1	Annual Assessment Reporting Timeline	8-3

Tables

		Page No.
Table 2-1	Public Water Systems	2-2
Table 2-2	Plan Identification	2-2
Table 2-3	Supplier Identification	2-3
Table 2-4	Water Supplier Information Exchange	2-4
Table 3-1A	Average Climate Data	3-7
Table 3-1	Population – Current and Projected	3-9
Table 4-1	2025 Actual Total Users for Potable and Non-Potable Water	4-3
Table 4-2	Total Uses of Potable, and Non-Potable Water – Projected	4-4
Table 4-3	Inclusion in Water Use Projections	4-5
Table 4-5	Water Loss Audit Reporting	4-7
Table 4-6	Progress Towards 2028 Water Loss Standard	4-9
Table 5-1	SB X7-7 2020 Target Progress	5-3
Table 6-1	Groundwater Volume Pumped	6-7
Table 6-2	Wastewater Collected Within Service Area in 2025	6-9
Table 6-3	Wastewater Treatment and Outcomes Within UWMP Service Area in 2025	6-10
Table 6-4	Recycled Water Direct Beneficial Uses Within Service Area	6-13
Table 6-5	2020 UWMP Recycled Water Use Projection Compared to 2025 Actual	6-14
Table 6-6	Methods to Encourage Future Recycled Water Use	6-14
Table 6-7	Expected Future Water Supply Projects or Programs	6-16
Table 6-8	Water Supplies – 2025 Actual	6-17
Table 6-9	Water Supplies – Projected	6-17
Table O-1B	Recommended Energy Reporting	6-19

Tables

Page No.

Table 7-1 Basis of Water Year Data (Reliability Assessment) 7-6
Table 7-2 Normal Year Supply and Use Comparison 7-7
Table 7-3 Single Dry Year Supply and Use Comparison 7-8
Table 7-4 Multiple Dry Years Supply and Use Comparison 7-9
Table 7-5 Five-Year Drought Risk Assessment 7-11
Table 8-1A Annual Assessment Reporting Milestone 8-4
Table 8-1B Water Shortage Contingency Plan Levels 8-7
Table 8-1 Cross-reference for Standard vs Supplier Shortage Levels 8-8
Table 8-2 Supply Augmentation and Other Actions 8-9
Table 8-3 Demand Reduction Actions 8-10
Table 8-3A Reduction Actions Matrix 8-15
Table 8-4 Financial Consequences of WSCP 8-20
Table 10-1 Notification to Cities and Counties 10-2

Appendices

Appendix A DWR Checklist
Appendix B DWR Recommended Tables
Appendix C Urban Water Management Plan Public Notices and Adoption

Acronyms and Abbreviations	Description
Act	Urban Water Management Planning Act
AF	acre-feet
AMI	advanced meter infrastructure
AMR	automatic meter reading
AWWA	American Water Works Association
CCAP	Climate Change Action Plan
CCR	California Code of Regulations
CDEC	California Data Exchange Center
CEQA	California Environmental Quality Act
CII	commercial, industrial and institutional
CIMIS	California Irrigation Management Information System
CY	Calendar Year
Delta	Sacramento–San Joaquin River Delta
DIM	dedicated irrigation meter(s)
DMM	demand measurement measure(s)
DPR	direct potable reuse
DRA	Drought Risk Assessment
DWR	California Department of Water Resources
eAR	Electronic Annual Reporting
ERP	Emergency Response Plan
EWEAP	Extrema Weather Event Action Plan
GPCD	gallons per-capita per day
GPMD	gallons per mile of main per day
GPSCD	gallons per service connection per day
GSA	Groundwater Sustainability Agency(ies)
GSP	Groundwater Sustainability Plan(s)
Guidebook	Urban Water Management Plan Guidebook
IPR	indirect potable reuse
IRWM	Integrated Regional Water Management
NAICS	North American Industry Classification System
NOAA	National Oceanographic and Atmospheric Agency
NPDES	National Pollutant Discharge Elimination System
PWS	public water system(s)
PWSID	public water system identification number
R-GPCD	residential gallons per-capita per day
RHNA	regional housing needs allocation
RUWMP	Regional Urban Water Management Plan
SDWIS	Safe Drinking Water Information System
SGMA	Sustainable Groundwater Management Act

Acronyms and Abbreviations	Description
State Water Board	State Water Resources Control Board
Supplier	urban water supplier
SWP	State Water Project
USGS	U.S. Geological Survey
UWMP	Urban Water Management Plan
UWUO	urban water-use objective
VAR	Volumetric Annual Report of Wastewater and Recycled Water
WDR	waste discharge requirements
WRR	water recycling requirements
WSCP	Water Shortage Contingency Plan
WSRA	Water Service Reliability Assessment

CHAPTER 1 – INTRODUCTION AND OVERVIEW

This chapter introduces the purpose of the Urban Water Management Plan (UWMP), its importance and its overall focus intended to meet statuary reporting requirements for submission to the California Department of Water Resources (DWR).

Urban Water Management Plan Focus

The purpose of the Urban Water management Plan (UWMP) is to review and enhance the reliability of urban water supplies, ensure that future beneficial uses are supported by adequate water supply availability, promote policies and programs that encourage water conservation, and provide a framework for responding to water supply shortages and drought conditions. The 2025 UWMP focuses on the following water-planning fundamentals:

- Preparing a roadmap for addressing **current and long-term future water use**.
- Evaluating **potable and non-potable water supplies**, assessing water deliveries, and identifying constraints on water availability under certain regulatory and hydrological conditions.



- Evaluating **water supply reliability** by integrating the water-use analyses with the water supply analyses to summarize the water service reliability assessment under normal conditions, single dry-year conditions, and five consecutive dry years through year 2050.
- Preparing a realistic **Drought Risk Assessment** (DRA) by including integrated water supplies and projected water use in a hypothetical consecutive five-year drought condition.
- Developing an effective **Water Shortage Contingency Plan** (WSCP) that specifies opportunities to reduce demand and augment supplies under various, and even unpredictable, water shortage conditions.

Reinforcing the coordination between land-use planning, water supply planning, and climate change, make the City's 2025 UWMP both a valuable water management and water planning tool.

1.1 PURPOSE

The City of Hanford (City) is required to submit an Urban Water Management Plan to the Department of Water Resources (DWR) in accordance with the California Water Code. The purpose of the UWMP is to review and enhance the reliability of urban water supplies, ensure that future beneficial uses are supported by adequate water supply availability, promote policies and programs that encourage water conservation, and provide a framework for responding to water supply shortages and drought conditions.

In addition to being filed every five years, the UWMP must comply with the requirements established in the Urban Water Management Planning Act (UWMP Act) of 1983, including all subsequent amendments. The UWMP Act requires agencies providing water for municipal purposes to more than 3,000 customers or serving more than 3,000 acre-feet annually to adopt an Urban Water Management Plan (UWMP) every five years, demonstrating water supply reliability in normal, single dry, and multiple dry water years. The UWMP Act also requires the California Department of Water Resources (DWR) to report to the Legislature on the status of UWMPs.

1.2 BACKGROUND

The drought of 1976-1977 caused widespread water supply shortages across California. Many cities and water districts were forced to seek additional water sources, highlighting the urgent need for comprehensive, long-term water management planning at both the local and statewide levels. In response, the Urban Water Management Planning Act (UWMPA) was proposed and adopted in 1983 to reduce the risk of future emergencies caused by inadequate water resource planning. State Assembly Bill 797 amended Division 6 of California Water Code in 1983, formally establishing the UWMPA. Since its enactment, more than 20 amendments have been made, expanding the data requirements and the planning elements included in the 2025 UWMP.

Early amendments to the UWMPA required a 20-year planning horizon, evaluated in 5-year increments, to compare water demand with available water supplies. More recently, these planning projections have been extended to a 25-year planning horizon to preserve the 20-year projections while allowing sufficient time for the preparation of the subsequent UWMP.

Additional amendments to the UWMPA require that the City's UWMP includes a Water Shortage Contingency Plan that meets the specifications of the Act as well as provisions for demand management measures and recycled water use. Recycled water use was added to reporting requirements because it provides a reliable alternative water source and can help meet future water demand. Individual water purveyors, in coordination with other water purveyors in the same general area where practicable, are responsible for preparing the Water Shortage Contingency Plan. Each supplier must also describe the water demand management measures currently in practice or scheduled for implementation. Notable Amendments include:

- **2009, SBX7-7** requires the state and its municipal water purveyors to achieve a 20 percent reduction in urban per capita water usage by the year 2020. The "20X2020" plan set an interim goal of a 10 percent reduction by 2015 and a 20 percent reduction by 2020.
- **2018, SB606** adds new requirements to the UWMP process as well as established updated urban water use objectives and water use reporting requirements:
    - Prepare a drought risk assessment that examines water shortage risks for a drought lasting for the next five years.
    - Prepare a comprehensive Water Shortage Contingency Plan that will include water budgeting forecast procedures, standard water shortage levels, shortage response actions, and other protocols.
    - Enacts an annually required water supply and demand assessment wherein an urban water supplier will assess local demand and supply conditions and provide that information to DWR.
- **2024, "Making Conservation a California Way of Life" regulation**, adopted by The State Water Resources Control Board (SWRCB) in summer 2024, went into effect on January 1, 2025. The regulation established efficiency goals for urban water retail suppliers to implement two enacted legislative mandates (AB 1668 and SB 606) in 2018. Under the new regulation:
    - Suppliers are held to calculate annual "urban water use objectives" and should include budgets for a subset of water uses.
    - The regulation provides for variances and temporary provisions to address unique water use circumstances.
    - Suppliers must annually demonstrate compliance with objectives beginning January 1, 2027.

1.3 UWMP IMPORTANCE

The importance of the UWMP was exceptionally well defined in the 2025 guidebook and included in this section.



Urban Water Management Plan Importance

A UWMP is the legal and technical water management foundation for Suppliers throughout California. A well-constructed UWMP can save Suppliers time and money, and it provides the Supplier's staff, the public, and elected officials with an understanding of past, current, and future water conditions and management. The UWMP integrates local and regional land-use planning, regional water supply, infrastructure, and demand management projects, as

well as statewide issues of concern like climate change and regulatory revisions. In short, the UWMP gathers, characterizes, and synthesizes water-related information from numerous sources into a plan with local, regional, and statewide practical utility.

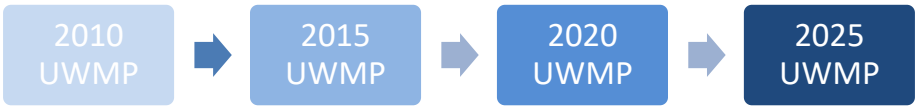
Thoughtful urban water management planning provides an opportunity for a Supplier to integrate supplies and use in a balanced and methodical planning platform that addresses short-term and long-term water-planning conditions. In so doing, a Supplier will:

- Assess changes in natural hydrology, climate, and **groundwater conditions**
- Anticipate the implications of regional, State, and **federal regulations**
- Understand supply conditions and **water-use variability**
- **Identify regional constraints** on, or opportunities for, shared water resources
- Integrate local **land-use changes**, development, plans, and population growth
- Prepare for **water shortages** and unforeseen calamities
- Anticipate **infrastructure improvements**
- Recognize project **funding needs** and opportunities

Thus, a UWMP provides a supplier with a reliable water management action plan that can be referenced during management decisions related to water supplies and especially during droughts. Importantly, UWMPs provide DWR, the State Water Resources Control Board (State Water Board), and the Legislature with an assessment of statewide water reliability.

1.4 NOTABLE UPDATES SINCE 2020 UWMP

The City of Hanford has been preparing and submitting a UWMP every 5 years, and the last submittal was for the 2020 UWMP, which was adopted on November 9th, 2021.



This 2020 UWMP addressed many of the same elements required for the 2025 UWMP, including: plan preparation, service area description, water use characterization, SBX7-7 baselines, 2020 targets, normal-year water supply characterization, water service reliability and drought risk assessment, water shortage contingency plan, demand management measures, and plan adoption. In November 1st, 2022, DWR completed the review of the City's 2020 UWMP and its supplements, issuing a letter of completeness.

The 2025 UWMP guidebook identifies the following notable updates since the 2020 UWMP:

2025 Updates	Description
Changes in Water Code	Minor Water Code updates have been made since 2020, but none affect the 2025 UWMP requirements
Suppliers with Multiple Public Water Systems (PWSs)	State agencies now use consistent criteria to decide when a supplier operating multiple PWSs counts as an Urban Water Supplier subject to UWMP rules
DWR Submittal Tables	Submittal tables have been updated to match the current reporting year, improve accuracy, and better show what Water Code requires versus what is optional.
Water Loss Standard Reporting	Water Loss Standard rules haven't changed, but updated standards for 2028 are now available. New guidance explains how suppliers should report progress on meeting these standards in their 2025 UWMPs.
Direct Potable Reuse	Regulations for direct potable reuse have been adopted since the last reporting cycle; minor updates were made to demand and supply tables to support this new reporting requirement.
Lower-Income Housing	New guidance clarifies how suppliers should project water demand for lower-income housing, integrating RHNA information and updated land-use planning.
Reporting Groundwater Recharge and Other Water Storage	Updated guidance clarifies how to report water placed into storage and later withdrawn, ensuring that water is not double-counted when moving between long-term and short-term storage.

1.5 UWMP IN RELATION TO OTHER EFFORTS

In addition to preparing the 2025 Urban Water Management Plan, the City has the following relevant infrastructure planning efforts:

- 2026 Water System Master Plan.
- 2026 Sewer System Master Plan.
- 2026 Storm Drainage Master Plan.

These master plans include relevant information on growth, as well as population and demand projections The planning horizon of these master plans is based on the existing 2035 General Plan (published March 2014). This existing General Plan, though intended to generally serve a

horizon year of 2035, includes undeveloped residential and non-residential land uses that can accommodate additional developments through year 2050. **Figure 1-1** shows a compassion of the 2025 UWMP and the 2026 master plans horizon year.

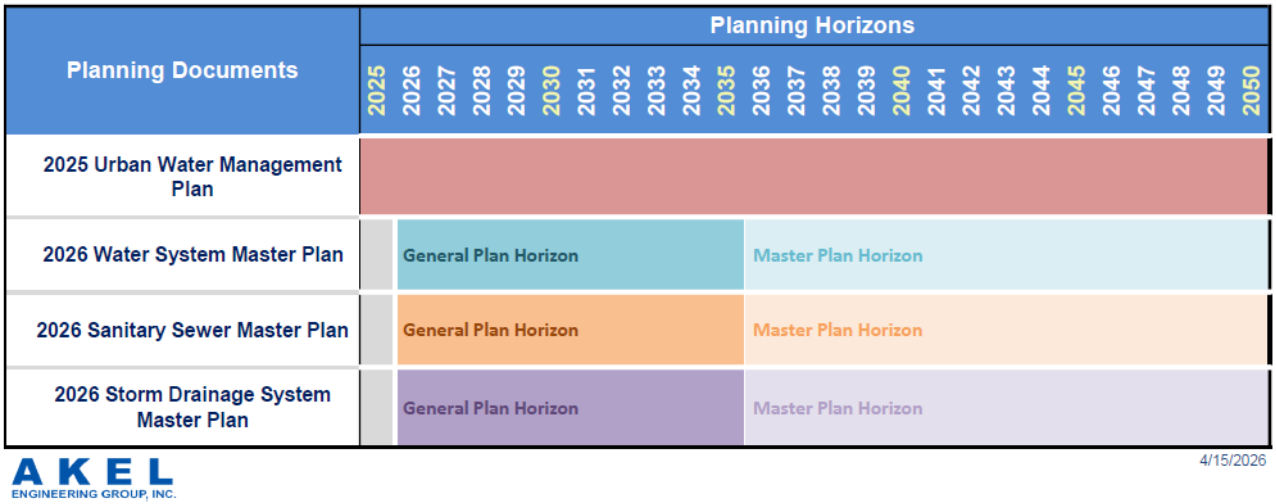


Figure 1-1 Planning Horizons

The preparation of the 2025 UWMP complements these planning efforts by providing guidance for efficient water use throughout the master planning horizon and identifying water conservation measures that influence both water demands and associated wastewater flows. Efforts have been made to ensure consistency between the water demand projections, and the projected water use for the 2025 UWMP and current master planning updates.

1.6 UWMPS AND GRANT OR LOAN ELIGIBILITY

To be eligible for any water grant or loan administered by DWR, an agency must have a current UWMP on file that has been determined by DWR to meet the requirements of the following Water Code.

California Water Code

10608.56 (a)	*On and after July 1, 2016, an urban retail water supplier is not eligible for a water grant or loan awarded or administered by the state unless the supplier complies with this part.*
10608.56 (c)	*Notwithstanding subdivision (a), the department shall determine that an urban retail water supplier is eligible for a water grant or loan even though the supplier has not met the per capita reductions required pursuant to Section 10608.24, if the urban retail water supplier has submitted to the department for approval a schedule, financing plan, and budget, to be included in the grant or loan agreement, for achieving the per capita reductions. The supplier may request grant or loan funds to achieve the per capita reductions to the extent the request is consistent with the eligibility requirements applicable to the water funds.*
10656	*An urban water supplier is not eligible for a water grant or loan awarded or administered by the state unless the urban water supplier complies with this part.*

Beginning in 2016, changes to California law require that urban retail water suppliers comply with the water conservation requirements established by the Water Conservation Act of 2009 to be eligible for State water grants or loans. For 2025 UWMPs, compliance with this Act means that a water agency must have met its 2020 Urban Water Use Target, which is discussed further in another chapter. This compliance must be documented and reported in the 2025 UWMP.

1.7 SUBMITTAL TABLES

This report includes the completed tables required by DWR in the 2025 UWMP Guidebook (January 2026), and included in **Appendix _____**.

> ***California Water Code***
>
> *10644 (a)(2)* *The plan, or amendments to the plan, submitted to the department … shall include any standardized forms, tables, or displays specified by the department.*

As part of this 2025 UWMP, submittal tables required by the 2025 UWMP Guidebook were completed electronically using the DWR provided 2025 MS Excel workbook, and also filed electronically with DWR. Additionally, each 2025 submittal table is included in this document, within its respective section. Furthermore, each chapter includes a section summarizing the submittal tables.

1.8 REPORT ORGANIZATION

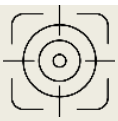
This report is organized in accordance with the outline suggested by the Department of Water Resources for the 2025 Urban Water Management Plans. According to the 2025 UWMP Guidebook, the following items and updates are provided with further explanation.

Chapter	Title	Description
Chapter 1	**Introduction and Overview**	This chapter introduces the purpose of the Urban Water Management Plan (UWMP), its importance, and its overall focus to meet statuary reporting requirements for submission to the California Department of Water Resources (DWR).
Chapter 2	**Plan Preparation**	This chapter describes the process used as well as the coordination and outreach during the preparation of the UWMP. The chapter also includes guidance and tables to ensure consistent use throughout the UWMP for two key elements: the use of a fiscal or calendar year, and the specific units of measurement the City uses to report water volumes.
Chapter 3	**Service Area Description**	This chapter describes the City's water service area, including existing and future land use types, climate, and historical and projected population.

Chapter 4	**Existing and Projected Water Demands**	This chapter provides a description of the current water uses as well as projected water uses through year 2050. Additionally, a description of potential recycled water uses is included.
Chapter 5	**Water Conservation Requirements**	This chapter includes the City's per-capita water conservation target requirements (SB X7-7) as calculated in previous UWMPs and monitors compliance in accordance with the Water Code.
Chapter 6	**Normal-Year Water Supply**	This chapter summarizes the City's current and planned water supply sources and volumes, including characterization of the groundwater basins.
Chapter 7	**Water Service Reliability Assessment**	This chapter assesses the reliability of the City's water supply under normal conditions, single-year dry conditions, and consecutive five-year dry conditions. The assessment includes a comparison of water use versus expected water supply through 2050, and includes the Drought Risk Assessment.
Chapter 8	**Water Shortage Contingency Plan**	This chapter includes the City's Water Shortage Contingency Plan (WSCP) which is a required structured plan for dealing with water shortages, incorporating standardized water conservation action levels, along with implementation actions in the event of a catastrophic supply interruption.
Chapter 9	**Demand Management Measures**	This chapter documents the City's efforts to reduce water demand using specific demand measurement measures (DMMs) as well as any other actions to maintain ongoing water conservation.
Chapter 10	**Plan Adoption**	This chapter summarizes the process for adopting and submitting the UWMP as well as the ways the public can access the adopted UWMP.
Appendices		The appendices provide supplemental and relevant information, in support of the report chapters.

CHAPTER 2 – PLAN PREPARATION

This chapter describes the process used as well as the coordination and outreach during the preparation of the UWMP. The chapter also includes guidance and tables to ensure consistent use throughout the UWMP for two key elements: the use of a fiscal or calendar year, and the specific units of measurement the City uses to report water volumes.



Chapter Focus

This chapter provides guidance on determining whether a City is required to prepare a UWMP, the various levels of regional coordination that a City may employ, and how the City can document consistency with plan preparation requirements.

2.1 BASIS FOR PREPARING THIS PLAN

This section documents the basis for preparing the 2025 UWMP and includes references to the relevant California Water Code.

California Water Code

10617	*"Urban water supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers. This part applies only to water supplied from public water systems subject to Chapter 4 (commencing with Section 116275) of Part 12 of Division 104 of the Health and Safety Code.*
10608.12 (t)	*"Urban retail water supplier" means a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes.*
10621 (a)	*Each urban water supplier shall update its plan at least once every five years on or before July 1, in years ending in six and one, incorporating updated and new information from the five years preceding each update.*

The California Water Code (CWC) defines an "urban water supplier" as a publicly or privately owned supplier that provides water for municipal purposes either directly or indirectly to more than 3,000 customers or supplies more than 3,000 acre-feet of water annually. At the time of preparation of the 2025 UWMP, the City of Hanford supplied water to over 17,411 active service connections in 2025, with a corresponding 2025 volume of approximately 11,269 acre-ft of water

supplied, as summarized in Table 2-1. The City of Hanford has been preparing an Urban Water Management Plan every five years and submitting to DWR.

The City's Public Water System identification number (PWSID), regulated by the State Water Board's Division of Drinking Water, is documented on Table 2-1.

Submittal Table 2-1 Retail: Public Water Systems

Public Water System Number	Public Water System Name	Number of Municipal Connections 2025	Volume of Water Supplied 2025 (AF)
CA1610003	City of Hanford	17,411	11,654
	Total	**17,411**	**11,654**

2.2 INDIVIDUAL OR REGIONAL PLAN

The City's 2025 UWMP is prepared as an individual plan, and the City is not currently part of any regional alliance preparing a regional UWMP. The 2025 UWMP identification as an "individual plan" is documented in Table 2-2.

California Water Code

10620 (d)(1) *An urban water supplier may satisfy the requirements of this part by participation in area wide, regional, watershed, or basin wide urban water management planning where those plans will reduce preparation costs and contribute to the achievement of conservation, efficient water use, and improved local drought resilience.*

Submittal Table 2-2: Plan Identification

Select One or Both	Type of Plan	Name of Regional Alliance or RUWMP
☑	**Individual UWMP**	
	☐ Water Supplier is also a member of a SB X7-7 Regional Alliance	
☐	**Regional Urban Water Management Plan (RUWMP)**	

2.3 SUPPLIER IDENTIFICATION

This section discusses supplier identification.

California Water Code

10608.20 (a)(1) *Urban retail water suppliers … may determine the targets on a fiscal year or calendar year basis.*

This UWMP has been prepared using calendar year (CY) data and incorporates complete data for 2025. All units of measure reported in the tables and submittal tables are in acre-feet (AF), as documented in Table 2-3.

Submittal Table 2-3: Supplier Identification

Type of Supplier	
☐	Supplier is a wholesale supplier
☑	Supplier is a retail supplier
Fiscal or Calendar Year	
☑	UWMP Tables are in calendar years
☐	UWMP Tables are in fiscal years
Units of measure used in UWMP[1]	
Unit	AF

2.4 COORDINATION AND OUTREACH

This section describes the outreach and coordination efforts conducted for 2025 UWMP. More detailed notifications are documented in a separate chapter.

California Water Code

10620 (d)(3) *Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.*

10621 (b) *Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days before the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.*

The City's 2025 UWMP is an update to the 2020 UWMP and is intended to address the aspects of the UWMPA that fall under the City's authority, specifically water supply and water use. The draft plan has been shared with regional stakeholders and made available to the public in both hard

copy and electronic formats. The wholesale water suppliers informed of the City's projected water use are listed in Table 2-4.

The UWMPA requires that the adopted UWMP demonstrate the water agency solicited public participation. In accordance with this requirement, the City held a public hearing to allow community members to provide comments, learn about existing and future water supplies, and raise concerns towards the plan being adopted. A notice of the public hearing was published in the local newspaper on _____ and _____, 2026, notifying interested parties that the draft 2025 UWMP was available at various City facilities and on the City's web page (www.ci.hanford.ca.us/) for review two successive weeks prior to adoption. After public review, the plan was adopted on _____, 2026.

Submittal Table 2-4 Retail: Water Supplier Information Exchange

Water Code Section 10631(h)

Wholesale Water Supplier Name
Kings County Water District
Kings County Water Commission

2.5 SUBMITTAL TABLES SUMMARY

This chapter included the following submittal table(s):

- Table 2-1 Public Water Systems
- Table 2-2 Plan Identification
- Table 2-3 Supplier Identification
- Table 2-4 Water Supplier Information Exchange

CHAPTER 3 – SERVICE AREA DESCRIPTION

This chapter describes the City's water service area, including existing and future land use types, climate, and historical and projected population.

Chapter Focus

This chapter describes the City's water service area, including the discussion of the City's location, the boundaries of the water service area, existing and future land use types, and climate. It also summarizes historical and projected population trends and provides an overview of the City's demographics and socioeconomic conditions.

3.1 GENERAL DESCRIPTION

This section documents the City's location, service area, land use, and socioeconomic conditions.

California Water Code

10631 (a) *Describe the service area of the supplier…*

3.1.1 Location

The City is located in Kings County, approximately 30 miles southeast of the city of Fresno and 20 miles west of the city of Visalia (Figure 3-1). The City's closest neighbor, the city of Lemoore, is located 8 miles to the west. Highway 198 bisects the southern boundary of the City in the east-west direction, and Highway 43 lies just east of the City's eastern boundary. In 2002, the City outlined the long-term Ultimate Growth Boundary (UGB), which was approved by City Council, and identified lands intended for future urbanization within the City service area. Adopted in April 2017, City of Hanford's 2035 General Plan Update shows the 2035 Growth Boundary on the land use and open space maps.

3.1.2 Land Use

According to the City's 2035 General Plan, the City's UGB encompasses approximately 16,032 acres of varying land-use types, which are defined as follows: 6,872 acres of residential; 8,334 acres of non-residential, including but not limited to: commercial, industrial, and institutional; and 826 acres of mixed use. Within the city limits, the residential component can be further

subdivided, with 82 percent of the total residential units designated as low density, and 15 and 3 percent of units being medium and high densities, respectively. The City's 2017 Water System Master Plan used the 2035 General Plan Land use as the basis for estimating future demands, and this future land use is considered acceptable for incorporation as part of the 2025 UWMP update. The City's existing and future land use maps are shown in **Figure 3-3** and **Figure 3-4**, respectively.

3.1.3 Socioeconomic Conditions

Based on data from the U.S. Census American Community Survey, the City has a median household income of approximately $76,461 per year and a per capita income of approximately $33,147 per year as of 2024. Approximately 18.1% of the population has a bachelor's degree or higher and 82.8% have a high school diploma or higher. Approximately 14.5% of the population lives below the poverty line.

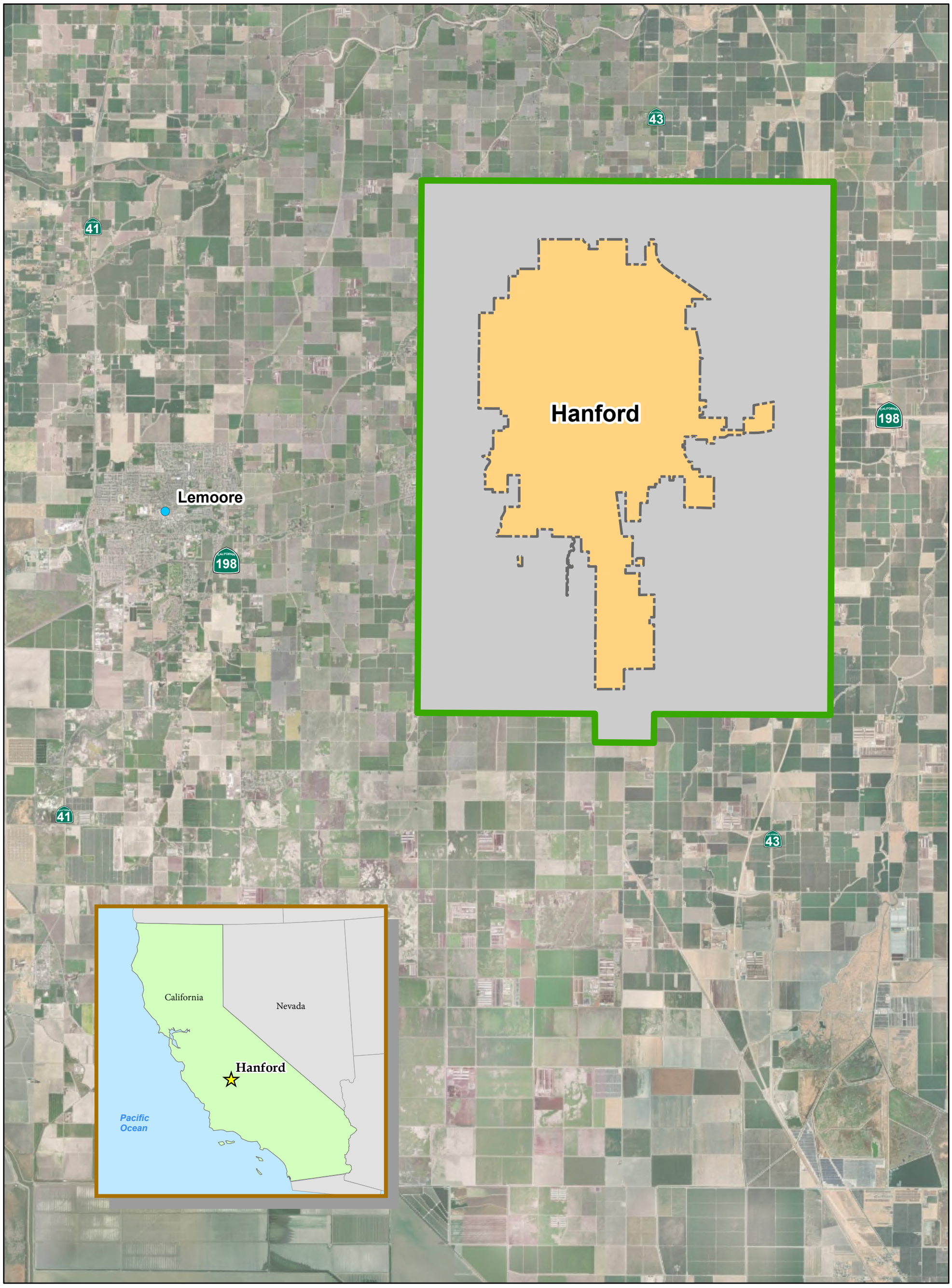
According to population and housing statistics prepared by the California Department of Finance (DOF), the City has an average household occupancy of 2.94 people per household in 2025. Approximately 78% of the current residential units are single-family residences, with the other 22% reflecting multiple-family dwelling units and mobile homes. The 2025 residential vacancy rate is approximately 3.5%.

According to U.S. Census American Community Survey, the primary job sectors within the City are educational and health services, retail, and agricultural production. The most recent unemployment rate was listed as 8.9%.

According to the City's General Plan, the primary sectors of employment are educational and health services, retail, and agricultural production. The most recent unemployment rate was roughly 9.1%.

3.2 SERVICE AREA BOUNDARY MAPS

The City's most recent General Plan was adopted in April 2017 and outlines the 2035 Growth Boundary. Infrastructure improvements necessary to serve lands within the UGB were outlined in the City's 2017 water, sewer, and storm drainage master plans. As shown on **Figure 3-2**, the City's existing water service area is generally consistent with the existing UGB. The City's UGB incorporates approximately 31.3 square miles and is the City's ultimate growth boundary for the life of the current General Plan; it is assumed that the UGB describes the future water system service area.



PRELIMINARY

Legend

- Cities
- Highways
- General Plan Study Area
- City Limits

N
W GIS E
S

0 0.5 1 2 Miles

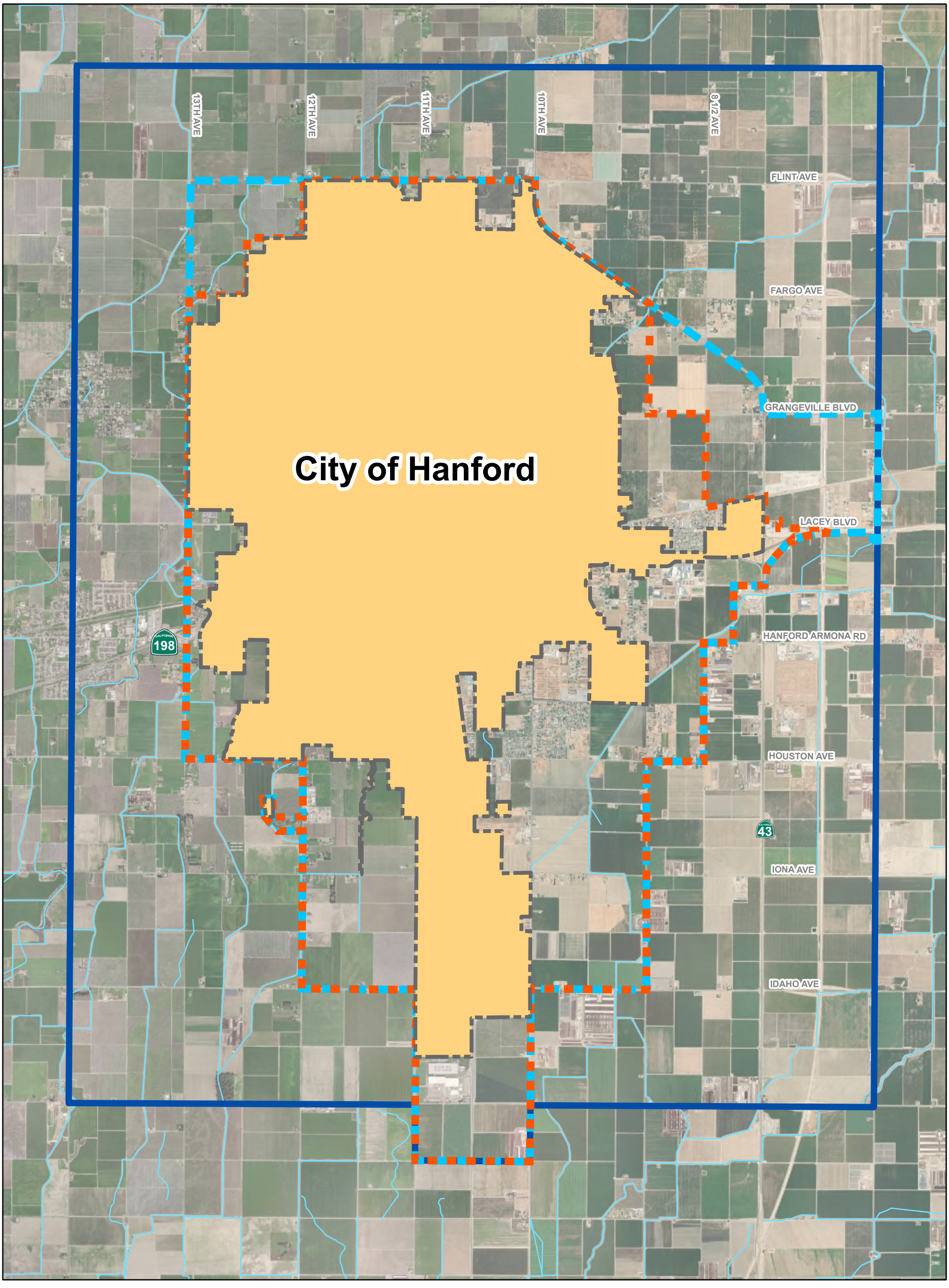
Update: February 11, 2026

Figure 3-1
Regional Location Map

2025 Urban Water Management Plan
City of Hanford

AKEL
ENGINEERING GROUP, INC.

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PRELIMINARY

Legend

Boundaries

- 2035 Growth Boundary
- Planned Area Boundary
- General Plan Study Area
- City Limits
- Waterways

AKEL ENGINEERING GROUP, INC.

Update: February 11, 2026

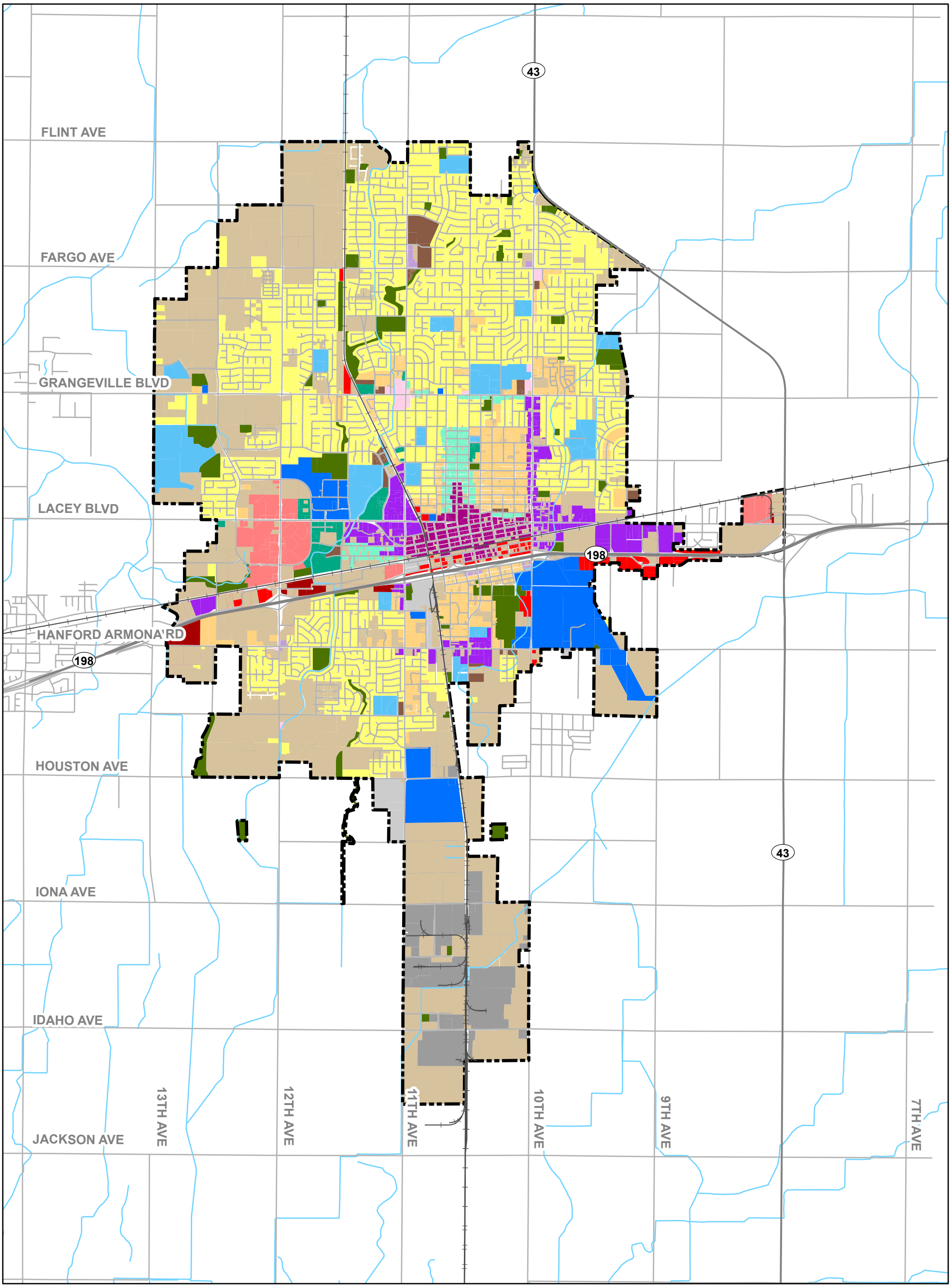
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Figure 3-2
Planning Area

2025 Urban Water Management Plan
City of Hanford



Legend

Existing Land Use

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Commercial
- Regional Commercial
- Service Commercial
- Highway Commercial
- Office Residential
- Office
- Light Industrial
- Heavy Industrial
- Neighborhood Mixed Use
- Corridor Mixed Use
- Downtown Mixed Use
- Airport Protection
- Open Space
- Educational Facilities
- Public Facilities
- Interest Area
- Vacant/Agriculture
- City Limits
- Streets
- Waterways

PRELIMINARY

N W GIS E S

0 0.25 0.5 1 Mile

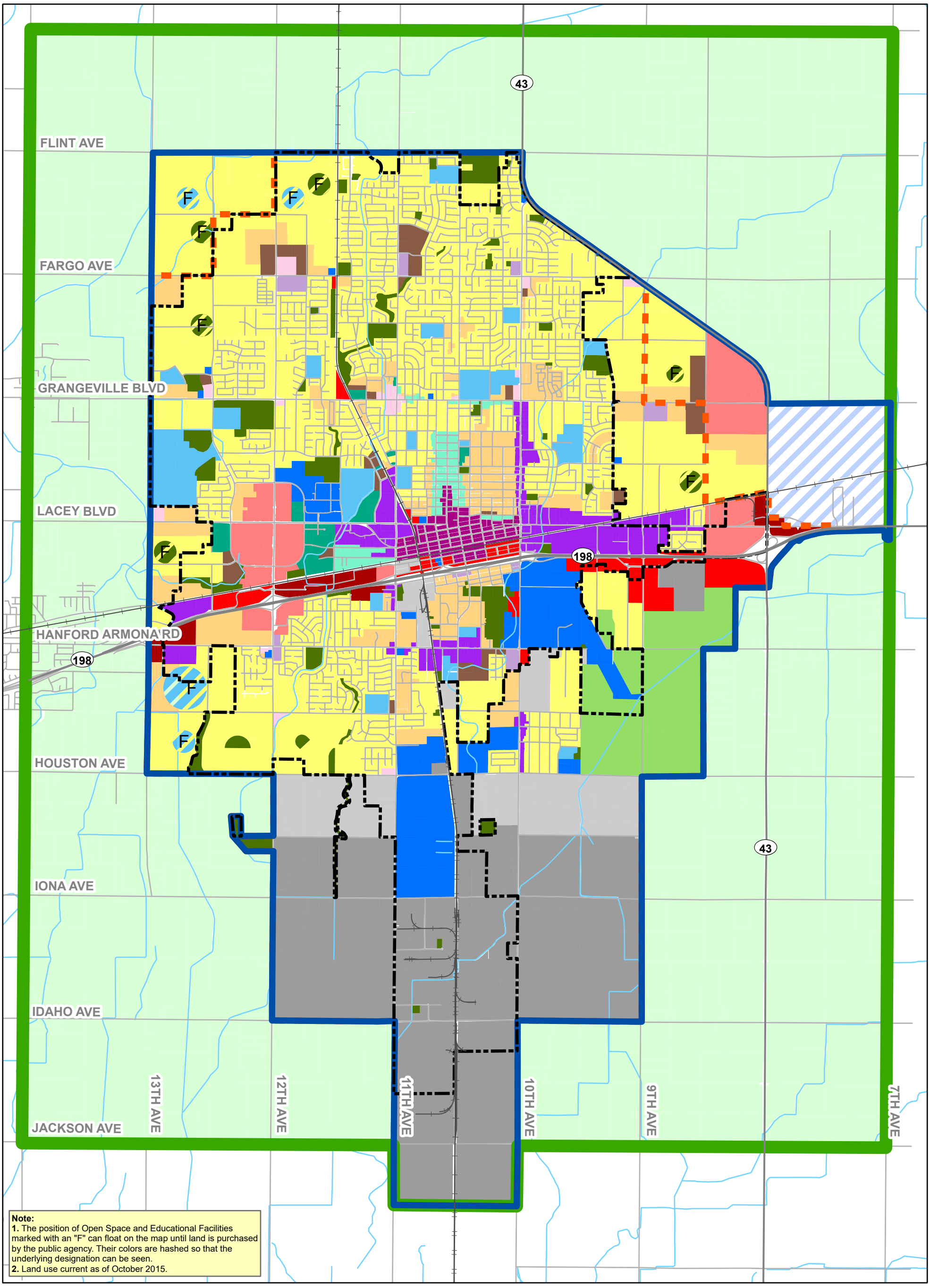
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AKEL ENGINEERING GROUP, INC.

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Figure 3-3
Existing Land Use

2025 Urban Water Management Plan
City of Hanford



Legend

General Plan Land Use

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Commercial
- Regional Commercial
- Service Commercial
- Highway Commercial
- Office Residential
- Office
- Light Industrial
- Heavy Industrial
- Neighborhood Mixed Use
- Corridor Mixed Use
- Downtown Mixed Use
- Airport Protection
- Open Space
- Educational Facilities
- Public Facilities
- Interest Area
- City Limits
- 2035 Growth Boundary
- Planned Area Boundary
- General Plan Study Area Boundary
- Streets
- Highways
- Waterways

PRELIMINARY

N W GIS E S

0 0.25 0.5 1 Mile

Update: February 11, 2026

Figure 3-4
2035 General Plan Land Use

2025 Urban Water Management Plan
City of Hanford

AKEL ENGINEERING GROUP, INC.

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3.3 SERVICE AREA CLIMATE

The following sections include a description of the City's historical climate data as well as a general summary of the potential impacts due to climate change.

California Water Code

10630	*It is the intention of the Legislature, in enacting this part, to permit levels of water management planning … while accounting for impacts from climate change.*
10631 (a)	*Describe the service area of the supplier, including … "climate…"*

3.3.1 Historic Climate Data

Yearly extremes in temperature vary, with the peak high rising to above 100 °F and winter lows receding to the 20 °F range. The City has a historical average annual rainfall of approximately 7.9 inches, with the majority of the rainfall occurring from November to April. According to the California Irrigation Management Information System (CIMIS), the approximate average annual evapotranspiration (ETo) for the City is 61.7 inches. Average climate data is included in Table 3-1A.

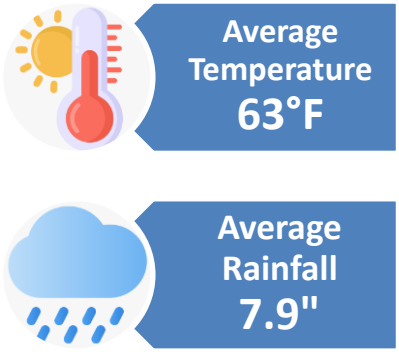


Table 3-1A Average Climate Data

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average ETo (inches)	1.3	2.2	4.1	6.1	8.1	9.0	9.1	8.1	6.2	4.2	2.2	1.2	**61.7**
Rainfall (inches)	1.5	1.4	1.4	0.6	0.3	0.1	0.0	0.0	0.1	0.5	0.7	1.2	**7.9**
Average Maximum Temp. (°F)	55.7	62.8	68.4	75.5	83.9	91.7	97.4	95.7	90.5	80.4	66.6	55.9	**77.0**
Average Minimum Temp. (°F)	35.9	38.9	42.5	46.4	52.4	58.4	62.9	61.2	56.5	48.1	39.1	34.8	**48.1**

Notes:
1. Source: WRCC station 043747 (Jul 1899-Jun 2016)
2. Source: CIMIS Station 15 (Oct 1982-Dec 2025)

Historical rainfall in the city is shown in Figure 3-5 and has ranged from 2.26 inches in 2013 to 15.58 inches in 1983.

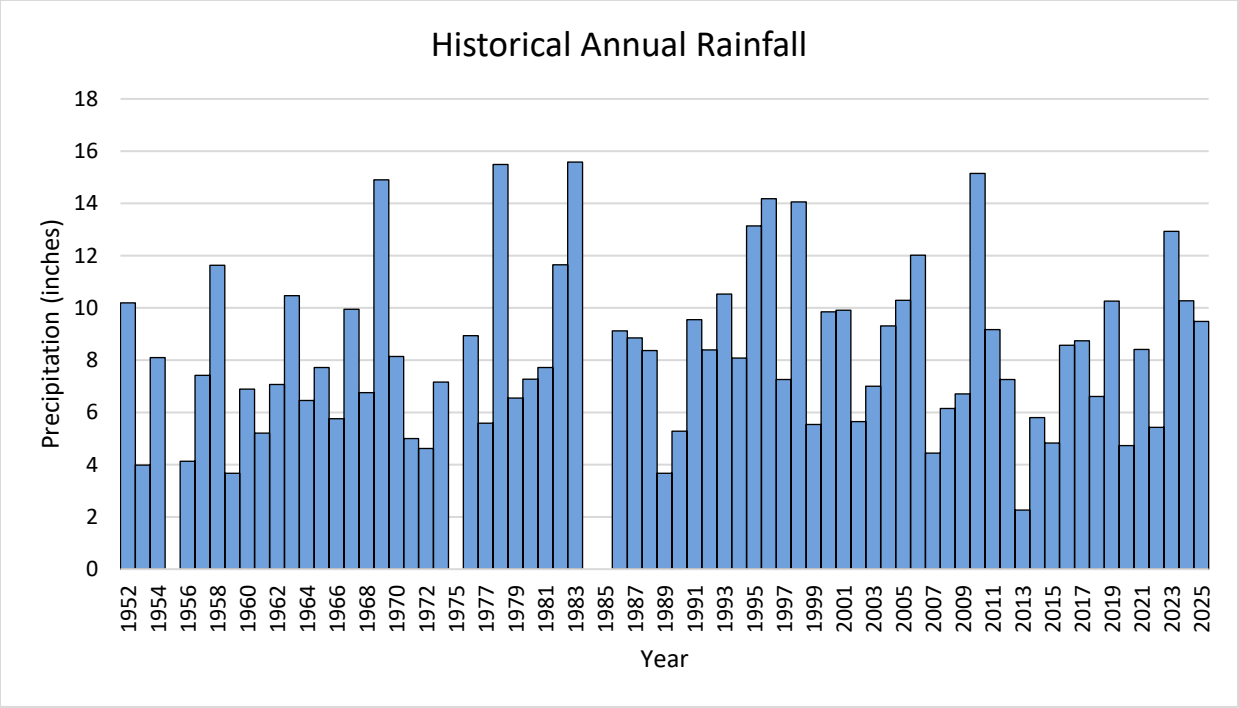


Figure 3-5 Historical Annual Rainfall

3.3.2 Climate Change

As part of the 2025 UWMP update, the California Water Code requires urban water suppliers to provide a general description of the potential effect of climate change within the service area. Based on the City's location and current climate, the most likely changes are related to increasing average temperature, intensifying storm events, and periods of extended drought. Other effects, such as decreasing snowpack or rising sea levels, do not have a direct impact on the City's water demand or supply. Changes in annual precipitation and temperature could have an impact on the City's overall water use as well as available supply volumes.

3.4 SERVICE AREA POPULATION AND DEMOGRAPHICS

The City is a growing community with approximately 1.2 percent of the Kings County population residing within the City limits. Department of Finance records estimate the 2025 population of Hanford at 61,238.

3.4.1 Service Area Population

California Water Code

10631 (a) *Describe the service area of the supplier, including current and projected population …The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available.*

The current and projected service area population is summarized in Table 3-1. The population projections are based on the following growth rates:

- **2006-2025:** The historical growth rate average is calculated at 1.2% per year.
- **2026-2050:** Assumes 1.2% per year based on the historical growth rate and information given from the City on population projections.

According to 2024 United States Census Bureau's data, the City has a racially diverse population which is White (46.6%), Black or African American (6.1%), American Indian and Alaska Native (1.7%), Asian (4.2%), Native Hawaiian and Pacific Islander (0.1%), Hispanic or Latino (51.4%), with the rest more than one race or other race.

Submittal Table 3-1 Retail: Population - Current and Projected

Water Code Section 10631(a)

2025	2030	2035	2040	2045	2050
61,238	65,002	68,996	73,237	77,738	82,515

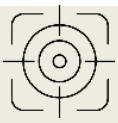
3.5 SUBMITTAL TABLES SUMMARY

This chapter included the following submittal table(s):

- Table 3-1 Population-Current and Projected

CHAPTER 4 – EXISTING AND PROJECTED WATER DEMANDS

This chapter provides a description of the current water uses as well as projected water uses as well as projected water uses through year 2050. Additionally, a description of potential recycled water uses is included.



Chapter Focus

This chapter describes the City's water service area. This description includes discussion of the City's location, the boundaries of the water service area, existing and future land use types, and climate. This chapter also summarizes the historical and projected population as well as a review of the City's demographics and socioeconomic conditions.

4.1 NON-POTABLE VERSUS POTABLE WATER USE

The California State Water Code requires documentation of water use within the City's service area for potable, recycled, and raw water demands, as applicable. While the City does not provide any deliveries of raw water, treated wastewater effluent is used to irrigate crops on privately owned land and is discussed in more detail in a later Chapter. The remaining sections within this chapter summarize the historical and projected water use. The water use projection also includes preliminary estimation for recycled water demands, based on potable water demand and return-to-sewer ratio.

4.2 PAST, CURRENT AND PROJECTED WATER USE BY SECTOR

This section documents the historical and projected water use as well as the maximum day demand.

California Water Code

10631 (d)(1) *For an urban retail water supplier, quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors, including, but not necessarily limited to, all of the following:*
(A) Single-family residential.
(B) Multifamily.
(C) Commercial.
(D) Industrial.
(E) Institutional and governmental.
(F) Landscape.
(G) Sales to other agencies.
(H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.

	(I) Agricultural. *(J) Distribution system water loss.*
10631 (d)(2)	*The water use projections shall be in the same five-year increments described in subdivision (a).*

4.2.1 Historical Water Use

The relationship between water use and population is illustrated in Figure 4-1, which shows that water consumption declined during the 2007–2010, 2012-2016 and then 2020–2022 drought periods, despite continued population growth over the same timeframe.

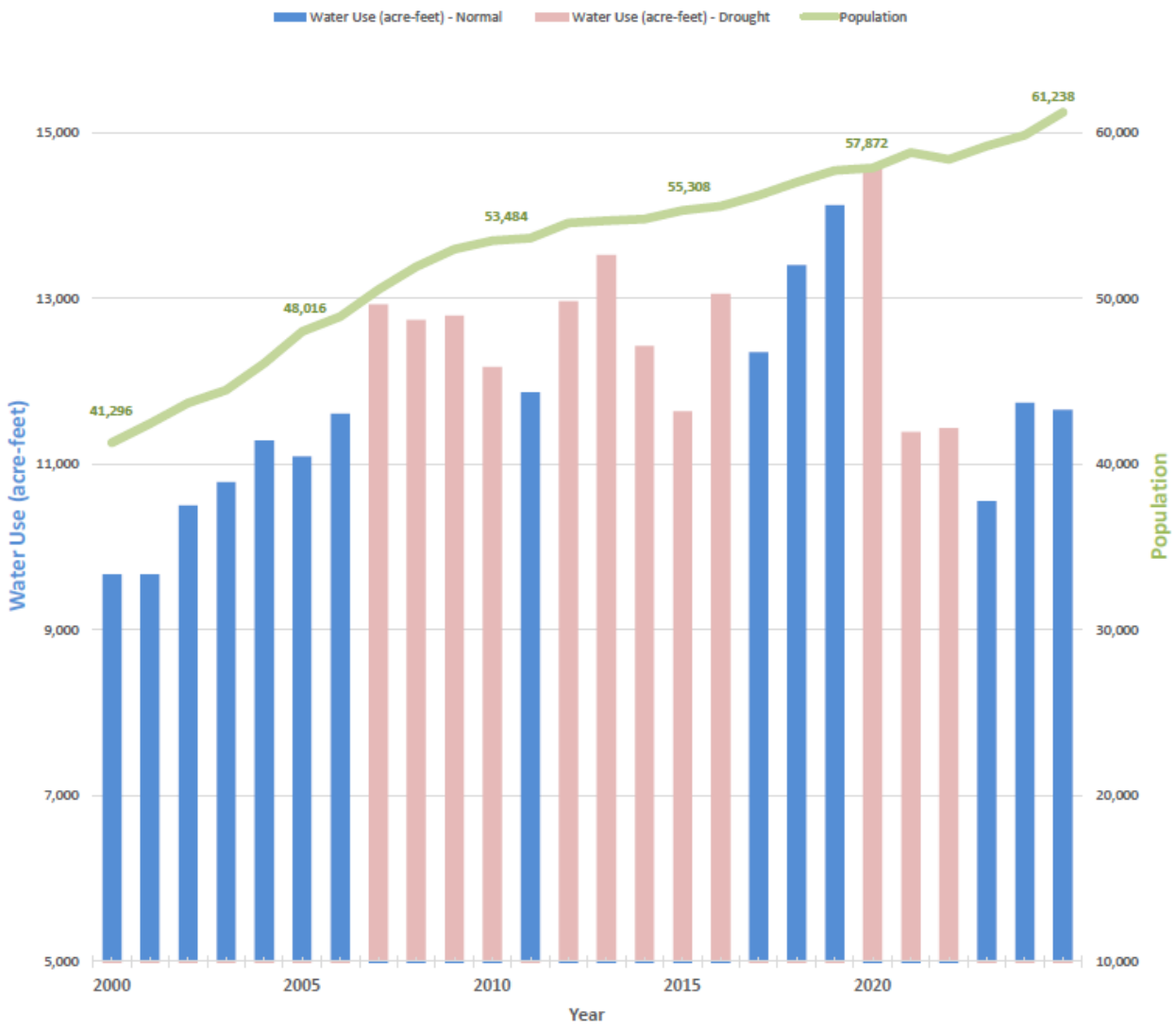


Figure 4-1 Historic Water Use and Population

4.2.2 Current Water Use

The City currently provides domestic water to residential, commercial, industrial, and institutional customers within the City limits. At the time of preparation of the 2025 UWMP, based on the most recent available data, the City maintains over 17,411 individual connections to the water system. In 2025, total domestic water use was approximately 11,654 AF, as summarized in Table 4-1.

Submittal Table 4-1 Retail: 2025 Actual Total Uses for Potable and Non-Potable Water
Water Code Section 10631(d)(1)

Use Type	2025 Actual Water Use	
	Level of Treatment When Delivered (OPTIONAL)	Volume (AF)
Single Family	Potable	5,970
Multi-Family	Potable	946
Commercial	Potable	1,132
Industrial	Potable	315
Landscape	Potable	697
Other (optional)	Potable	933
Distribution System Water Loss	Potable	1,661
	Subtotal Potable	**11,654**
	Subtotal Non-Potable	**0**
	Total	**11,654**

Notes:

1. Includes Commercial and institutional Use Types

4.2.3 Projected Water Use

This section documents the projected water use data.

California Water Code

10631 (d)(4)(A) *Water use projections, where available, shall display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area.*

10633 *The plan shall provide, to the extent available, information on recycled water...and shall include all of the following:...*

(e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision...

The city-wide projected potable water demands by water use type through the year 2050 are summarized in Tables 4-2, and the demands include estimated future water savings from active conservation activities (Tables 4-3). To calculate the total projected potable water demand through the UWMP planning horizon of 2050, the City's 2025 urban water use target of 179 gallons per capita per day (gpcd) was applied to the projected population.

These projections also incorporate future water use reductions of up to five percent resulting from passive water savings, as described in a following section. For planning purposes, the proportion of projected demand by use type is assumed to be consistent with current consumption trends, which reflects a majority of users in single-family and multi-family residential categories.

Submittal Table 4-2 Retail: Total Uses of Potable, and Non-Potable Water - Projected
Water Code Section 10631(d)(1)

Use Type	Level of Treatment When Delivered (OPTIONAL)	Projected Water Use (Report To the Extent that Records are Available) 2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
Single Family	Potable	6,026	6,396	6,789	7,207	7,650
Multi-Family	Potable	954	1,013	1,075	1,141	1,211
Commercial	Potable	1,143	1,213	1,288	1,367	1,451
Industrial	Potable	318	338	359	381	404
Landscape	Potable	703	746	792	841	893
Other (optional)	Potable	942	1,000	1,061	1,127	1,196
Distribution System Water Loss	Potable	1,676	1,779	1,889	2,005	2,128
Total	-	**11,763**	**12,486**	**13,253**	**14,068**	**14,932**

4.2.4 Passive Water Savings

Passive water savings include water use reduction that results from codes, standards, ordinances, and other plans. These various sources of water savings typically result from state or regional requirements or guidelines, which are then implemented by the City. Examples of these codes and ordinances are as follows:

- **Model Water Efficient Landscape Ordinance (MWELO):** In 2015, DWR was tasked with updating the MWELO to increase water efficiency standards for new and retrofitted landscapes. This includes encouragement in the use of more efficient irrigation systems, greywater usage, and onsite stormwater capture.

- **California Energy Commission Title 20:** This includes appliance standards for toilets, urinals, faucets, and showerheads. These standards impact both new construction and replacement fixtures in existing homes.
- **CALGreen Building Code:** The code requires residential and non-residential water efficiency and conservation measures for new buildings and structures.
- **California's AB 1572 (2023):** AB 1572 prohibits using potable water on nonfunctional turf (such as decorative grass not used for recreation) in phases, and between 2027 to 2031. The ban starts with state/local government on January 1, 2027, moves to commercial/institutional in 2028, and then homeowners associations (HOAs) in January 1, 2029. Compliance self-certifications for large properties start on January 1, 2030.

Passive water savings are expected to continue to be a factor in new construction, however new regulations such as AB 1572 prohibitions, reducing turf in commercial and homeowners associations are expected to be noticeable. For planning purposes, it is assumed that these passive water savings will result in up to a five percent reduction in water use, and were incorporated in the demand projections shown in Table 4-2.

4.2.5 Active Conservation Program Savings

While the demand projections included on Table 4-2 accounted for passive water savings, as discussed in the previous section, the City is taking a more conservative approach and excluding future active conservation savings, which are usually achieved through the programs and activities implemented by the City as part of its water conservation program. The City's water conservation programs and demand management measures are discussed in detail in Chapter 9 – Demand Management Measures. Active savings that are part of previous conservation efforts and reflected in historical demands, are also reflected in the projections. Only additional active savings are excluded.

Submittal Table 4-3 Retail: Inclusion in Water Use Projections

Water Code Section 10631 (a), 10631 (d)(4)(A), and 10631 (d)(4)(B)

Are Future Water Savings Included in Projections?	Yes
If "Yes" to above: State the section or page number, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found.	4.2
Are Lower Income Residential Demands Included In Projections?	Yes

4.2.6 Water Use for Lower Income Households

California Water Code

10631.1 (a)	*The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as identified in the housing element of any city, county, or city and county in the service area of the supplier.*
10631.1 (b)	*It is the intent of the Legislature that the identification of projected water use for single-family and multifamily residential housing for lower income households will assist a supplier in complying with the requirement under Section 65589.7 of the Government Code to grant a priority for the provision of service to housing units affordable to lower income households.*

California Health and Safety Code

50079.5 (a)	*"Lower income households" means persons and families whose income does not exceed the qualifying limits for lower income families… In the event the federal standards are discontinued, the department shall, by regulation, establish income limits for lower income households for all geographic areas of the state at 80 percent of area median income, adjusted for family size and revised annually.*

SB 1087 (Florez, 2005) amended the UWMPA to require urban water suppliers to include single-family and multi-family residential units for lower-income households, as identified by the City, County, or both, within the service area of the provider. As part of the City's 2035 General Plan, an updated Housing Element was released, providing the number of lower-income housing units allocated through 2023. According to the 2016 Adopted Kings County 2016-2024 Housing Element, approximately 35 percent of households are considered low income. The projected residential water demands presented in **Table 4-2** reflect this allocation for lower-income households.

4.2.7 Climate Change Considerations

California Water Code

10630	*It is the intention of the Legislature, in enacting this part, to permit levels of water management planning commensurate with the numbers of customers served and the volume of water supplied, while accounting for impacts from climate change.*
10635 (b)	*Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment …(and) shall include each of the following …* *(4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.*

Based on the City's location and current climate, the most significant changes include rising average temperature, more intense storm events, and extended periods of drought. While the precise effects of climate change on water demand remain uncertain, increased temperatures and extended drought periods are expected to influence water consumption. Without continued water conservation efforts, these changes in annual temperature and precipitation patterns may lead to higher water demand, particularly for outdoor irrigation and agricultural uses.

4.3 DISTRIBUTIONS SYSTEM WATER LOSSES

California Water Code

10631 (d)(3)(A) *The distribution system water loss shall be quantified for each of the five years preceding the plan update, in accordance with rules adopted pursuant to Section 10608.34.*

10631 (d)(3)(B) *The distribution system water loss quantification shall be reported in accordance with a worksheet approved or developed by the department through a public process. The water loss quantification worksheet shall be based on the water system balance methodology developed by the American Water Works Association.*

10631 (d)(3)(C) *In the plan due July 1, 2021, and in each update thereafter, data shall be included to show whether the urban retail water supplier met the distribution loss standards enacted by the board pursuant to Section 10608.34.*

4.3.1 Previous Five Years Distribution System Losses

As part of the 2025 UWMP update, urban water suppliers are required to quantify the previous five years' distribution system water losses in a manner consistent with the American Water Works Association (AWWA) water system balance methodology. The City has completed the required water loss audit worksheet in accordance with the DWR. Table 4-5 documents the reported water loss information for 2020-2024.

Submittal Table 4-5 Retail: Water Loss Audit Reporting

Water Code Section 10631(d)(3)(A)

Public Water System ID # Reported in Table 2-1 R	Reporting Period	Submitted to DWR Water Loss Audit Program
Report submittal status for all five years for each Public Water System as available. Add rows as needed		
CA1610003	2020	Yes
	2021	Yes
	2022	Yes
	2023	Yes
	2024	Yes

4.3.2 Progress Toward Meeting the Water Loss Performance Standard

Pursuant to Water Code Section 10631(d)(3)(C), Retail Suppliers are required to provide data demonstrating whether the Retail Supplier met its State Water Board Water Loss Performance Standard in 23 CCR Section 980 et seq. for each applicable PWS. Submittal Table 4-6 allows for reporting on progress toward meeting the Water Loss Performance Standard.

The Water Loss Performance Standard does not have to be met until 2028. However, Water Code Section 10631(d)(3)(C) still requires that Retail Suppliers include data in their 2025 UWMPs to

show whether they met it. From Submittal **Table 4-6**, the current real water loss per unit per day is 68.4, which exceeds the 2028 standard of 12.8908. In contrast, the current apparent loss per unit per day is 5.0, significantly below the 2028 standard of 9.3. This comparison suggests that apparent loss is not a primary concern. However, the elevated real loss warrants further investigation, particularly for potential leaks within the storage system, transmission and distribution mains, and service lines up to and including the meter.

Submittal Table 4-6 Retail: Progress Towards 2028 Water Loss Standard

Water Code Section 10631(d)(3)(C)

Public Water System ID # Reported in Submittal Table 2-1 R	Did the Water Board Calculate a Water Loss Standard for this Public Water System? (y/n) If no, Supplier will not complete this row.	Real Water Loss					Apparent Water Loss				
		State Water Board Standard		Most Recent AWWA Water Loss Audit			State Water Board Standard		Most Recent AWWA Water Loss Audit		
		2028 Real Water Loss Standard per Unit per day	Units for Real Water Loss	Number of Units (Connections or Miles corresponding with units selected)	Volume of Total Real Loss (from AWWA Water Loss Audit) (AF)	Real Water Loss Per Unit per Day	2028 Apparent Water Loss Standard per Unit per Day	Units for Apparent Water Loss	Number of Connections	Volume of Total Apparent Loss (from AWWA Water Loss Audit) (AF)	Apparent Water Loss Per Unit per Day
CA1610003	Yes	12.8908	Gallons per Service Connection per Day (GPSCD)	17,411	1,334	68.4	9.3	Gallons per Service Connection per Day (GPSCD)	17,411	97	5.0

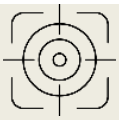
4.4 SUBMITTAL TABLES SUMMARY

This chapter included the following submittal table(s):

- Table 4-1:2025 Actual Uses for Potable and Non-Potable Water
- Table 4-2: Total Uses of Potable and Non-Potable Water-Projected
- Table 4-3: Total Water Use (Potable and Non-Potable) Inclusion in Water Use Projections
- Table 4-5: Water Loss Audit Reporting
- Table 4-6: Progress Towards 2028 Water Loss Standard

CHAPTER 5 – WATER CONSERVATION REQUIREMENTS

This chapter includes the City's per-capita water conservation target requirements (SB X7-7) as calculated in previous UWMPs and monitors compliance in accordance with the Water Code.



Chapter Focus

The purpose of the SB X7-7 Baseline, 2020 Targets, and 2025 Reporting chapter in the City's 2025 UWMP is to document the City's progress toward achieving its urban water-use efficiency targets, in accordance with California Water Code Section 10608.40. This chapter provides the framework for meeting UWMP reporting requirements, with detailed calculation methods and considerations for establishing SB X7-7 baselines, targets, and compliance values.

5.1 REPORTING REQUIREMENTS FOR RETAIL SUPPLIERS

California Water Code

10608.40	*Urban water retail suppliers shall report to the department on their progress in meeting their urban water use targets as part of their urban water management plans submitted pursuant to Section 10631.*
10608.12 (af)	*"Urban retail water supplier" means a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes.*

5.1.1 2020 Target & Historical Per Capita Use

The need for additional supply sources or storage to accommodate future growth is typically evaluated using historical per capita water consumption, and which is expressed in gallons per capita per day (gpcd), and defines as follows:

- **Gallons Per Capita Per Day (GPCD),** as used in UWMP calculations, represents the total water use within a service area divided by the population. It measures daily per-person water use in gallons.

The future requirements of the supply source are then estimated by applying the per capita consumption rate, expressed in gallons per capita per day (gpcd), to the projected population. Figure 5-1 presents the City's historical water use per capita in gpcd and the 2020 water use target.

The City's average water use fluctuated between 188 and 236 gallons per capita per day (gpcd) from 1995 to 2020. Since 2020, conservation efforts have successfully reduced per capita water consumption to a range of 159 to 175 gpcd, falling below the 2020 water use target of 179 gpcd.

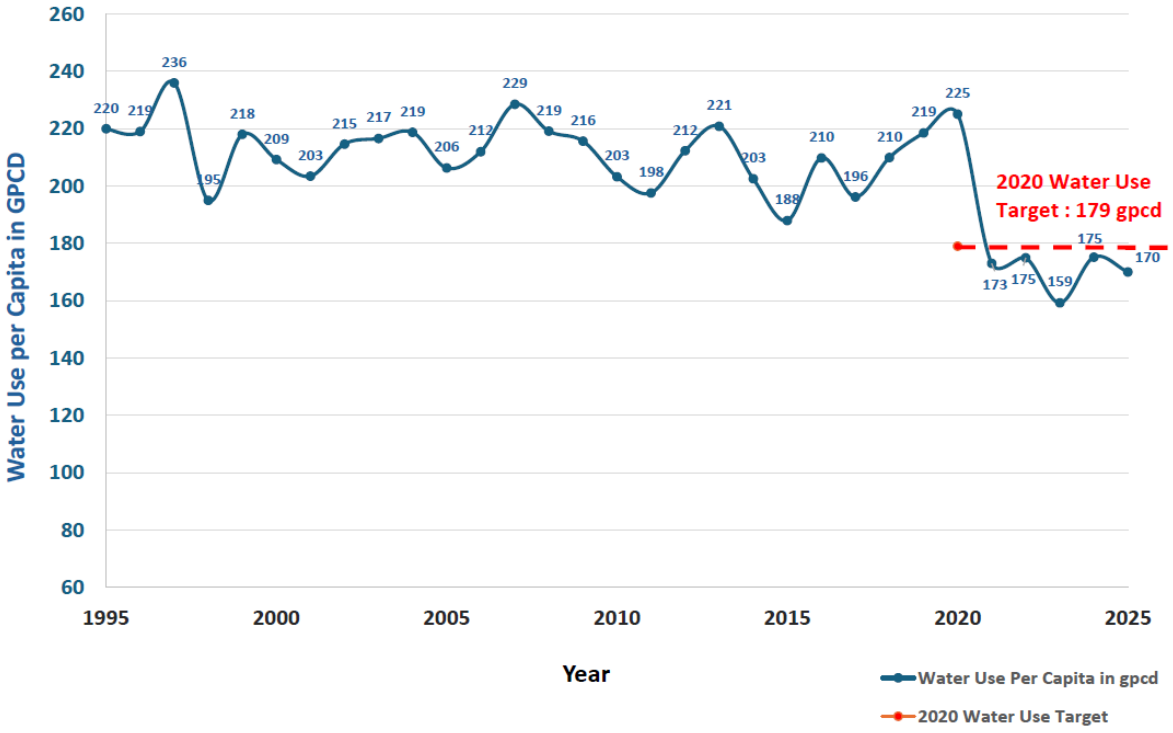


Figure 5-1 Historic Water Consumption Per Capita vs. 2020 Target

5.2 SUPPLIER MET 2020 TARGET IN 2025

Suppliers that met their 2020 Target in 2025 will submit Submittal **Table 5-1** and include their "2020 Target" as well as their "2020 Actual GPCD" to verify that they met the SB X7-7 requirement. As directed in the 2025 UWMP guidebook, this information is obtained from the City's 2020 UWMP and the calculations are thus not reproduced.

Submittal Table 5-1 Retail: SB X7-7 2020 Target Progress

Water Code Section 10608.40

Was Supplier part of a merger or consolidation since 2020?	Regional Alliance Target or Individual Target?	2020 Target	Actual 2020 GPCD	Did Supplier Achieve Targeted Reduction for 2020?
No	Individual Target	179	171	Yes

5.3 SUBMITTAL TABLES SUMMARY

This chapter included the following submittal table(s):

- Table 5-1: SBX7-7 2020 Target Progress

CHAPTER 6 – NORMAL-YEAR WATER SUPPLY

This chapter summarizes the City's current and planned water supply sources and volumes, including characterization of the groundwater basins.

Chapter Focus

The purpose of this chapter is to describe and quantify the sources of existing and planned water available to the City during a normal year. This chapter includes a description of the groundwater basin underlying the City, as well as ongoing planning efforts for the potential use of recycled water within the City's service area.

California Water Code

10631 (b)	*Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier as described in subdivision (a) [in five-year increments to 20 years or as far as data is available]1, providing supporting and related information, including:* *(1) A detailed discussion of anticipated supply availability under a normal water year,* *(2) When multiple sources of water supply are identified, a description of the management of each supply in correlation with the other identified supplies.* *(3) For any planned sources of water supply, a description of the measures that are being undertaken to acquire and develop those water supplies.*

6.1 PURCHASED OR IMPORTED WATER

The City currently uses local groundwater as the sole source of water supply, and at this time does not purchase or import domestic water from any other water suppliers or entities.

6.2 GROUNDWATER

This section provides information on the groundwater basin, groundwater management, groundwater pumping and overdraft conditions and how these conditions will affect the water supply to the City.

California Water Code

10631 (b)(4)	*If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information:*

(A) The current version of any groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720), any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management for basins underlying the urban water supplier's service area.

(B) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater. For basins that a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. For a basin that has not been adjudicated, information as to whether the department has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to coordinate with groundwater sustainability agencies or groundwater management agencies listed in subdivision (c) of Section 10723 to maintain or achieve sustainable groundwater conditions in accordance with a groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720).

(C) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(D) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

The most recent version of the California Water Plan Update was released in 2023, and it documents the Department of Water Resources dividing the state into ten separate hydrologic regions. Each hydrologic region is divided into distinct groundwater basins, each of which is typically divided further into smaller interconnected groundwater subbasins.

The following section summarizes the groundwater basin and subbasins underlying the City of Hanford which is within the *Tulare Lake Hydrologic Region.*

6.2.1 Basin Description

California Water Code

10631 (b)(4) *If groundwater is identified as an existing or planned source of water available to the supplier, the following information shall be included:*

(B) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater.

This section provides a brief discussion of the groundwater basin, basin boundary and groundwater quality.

6.2.1.1 Groundwater Basin

The subbasin divisions help better define the aquifer below the City. These subbasins are interconnected and help filter, transmit, and store water and can also be further defined by the aquifer characteristics, such as confinement and soil properties.

The City is located above the San Joaquin Valley Groundwater Basin, and this basin can further be divided into: Kings, Kern County, Kaweah, Tulare Lake, Tule, Pleasant Valley, and Westside

groundwater subbasin. The City lies atop the boundary between the *Tulare Lake Subbasin* (Subbasin 5-022.12) and the *Kaweah Subbasin* (Subbasin 5-022.11), which is illustrated in **Figure 6-1**. The Tulare Lake subbasin is the specific groundwater subbasin in which the City resides and has a surface area of approximately 524,000 acres. It is bounded to the north by the Kings Groundwater Basin, to the south by the Kings-Kern County line, to the east by the Westside groundwater basin, and to the west by the California Aqueduct; the subbasin has a surface area of approximately 818 square miles.

The Tulare Lake Groundwater Subbasin is not an adjudicated groundwater basin. In characterizing the groundwater budget, the DWR has classified the subbasin as Type B, which means that enough data is available to estimate groundwater extraction to meet local needs, but not enough data is available to characterize the groundwater budget. Well yields in the Tulare Lake subbasin average between 300 and 1,000 gallons per minute (gpm), with a maximum of 3,000 gpm.

As of 1995, the DWR estimated the total water storage of the subbasin using an estimated specific yield of 8.5 percent and water levels collected by the DWR as well as other cooperators. Based on these calculations, the DWR estimates the total storage capacity of the subbasin to be 17,100,000 AF to a depth of 300 ft and 82,500,000 AF to the base of fresh groundwater.

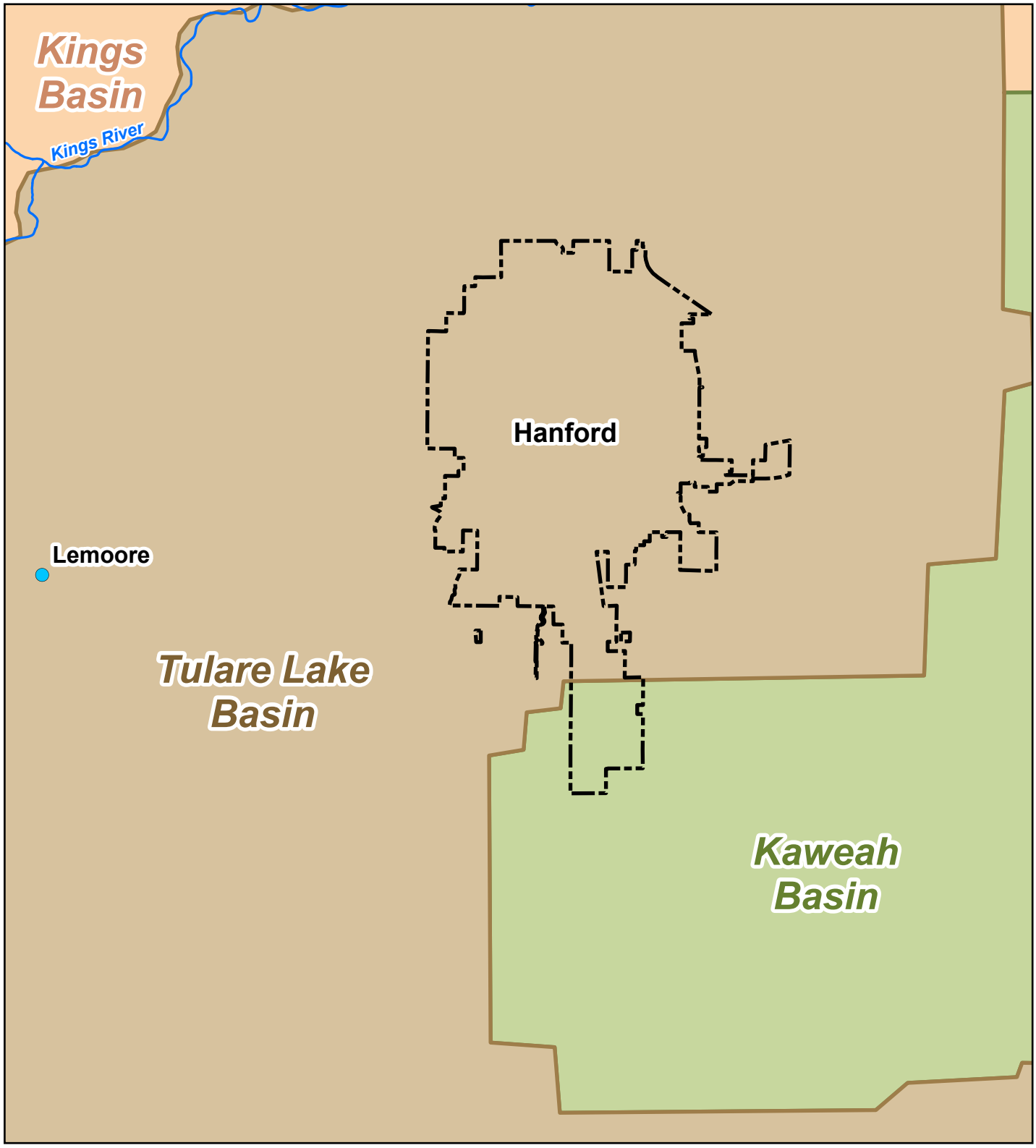
The 2003 DWR Bulletin 118 describes the subbasin water level as declining from 1970 to 2000, with fluctuation in the intervening years. Fluctuations can range from a general increase of 24 feet to decrease of up to 23 feet, with an average decline of 17 feet. According to the DWR, fluctuations are most significant in the lakebed area of the subbasin, with the area experiencing some of the steepest decreases and increases in water levels.

According to 2022 Tulare Lake Groundwater Sustainability Plan (Amended), GSAs estimate the total annual change in storage in the Subbasin storage ranged from -392,280 AF (2015) to 361,230 AF (2011) and averaged approximately -85, 690 AF per year during the 1990-2016 period. Municipal pumping was assumed to increase slowly from about 25,060 AF (2017) to about 30,160 AF (2070).

The Tulare Lake subbasin is monitored and addressed by Mid-Kings River Groundwater Sustainability Agency (MKR GSA), and the City of Hanford and County of Kings are the member agencies. According to Tulare Lake Subbasin Annual Report (Water Year 2024), Representative Monitoring Site (RMS) wells indicate that most groundwater elevations in Fall 2024 were higher than in Fall 2023, though some wells recorded slightly lower levels. In addition, none of the monitored wells exceeded the minimum thresholds for groundwater elevation.

6.2.1.2 Basin Boundaries

The *Tulare Lake Subbasin* is located within the southern portion of the San Joaquin Valley Basin in the Central Valley of California. The Subbasin is defined under Department of Water Resources (DWR) Bulletin 118 as a high-priority basin (Basin No. 5-22.012). This Subbasin is approximately



Legend **PRELIMINARY**

Groundwater Subbasins

- Kings (5-22.08)
- Kaweah (5-22.11)
- Tulare Lake (5-22.12)

Hanford City Limits

N W GIS E S

0 0.5 1 2 Miles

Update: February 11, 2026

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Figure 6-1
Groundwater Subbasins
2025 Urban Water Management Plan
City of Hanford

48 miles long, 20 miles wide that covers 837 square miles (535,869 acres) including portions of the Kings, Kern, and Tulare Counties (DWR 2016b).

The *Kaweah Subbasin* is approximately 696 square miles in total, which is bounded by the Kings River Subbasin to the north, the Tulare Lake Subbasin to the west, the Tule Subbasin to the south, and the Sierra Nevada Mountains to the east. The Subbasin is defined under Department of Water Resources (DWR) Bulletin 118 as a high-priority basin (Basin No. 5-22.011). Only a small portion of the subbasin overlays the southern part of the city limit.

6.2.1.3 Groundwater Quality

Drinking water standards follow Title 22 as set forth by the State of California Code of Regulations, in conjunction with the Environmental Protection Agency, to monitor the quality of potable water. The City of Hanford Public Works Department routinely monitors the drinking water for over 120 drinking water contaminants in conformance with Federal and State laws from its active and standby well source.

According to the City's 2024 Consumer Confidence Report (CCR), the quality of groundwater is generally of high quality. The median nitrate level for the groundwater is non-detectable, and the median total dissolved solid level for the groundwater is 463 mg/L.

6.2.2 Groundwater Management

California Water Code

10631 (b)(4) *If groundwater is identified as an existing or planned source of water available to the supplier, the following information shall be included:*

(A) The current version of any groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720), any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management for basins underlying the urban water supplier's service area.

(C) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(D) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

This section documents relevant plans addressing groundwater supply and quality.

6.2.2.1 Groundwater Management Plan

The Tulare Lake Groundwater Sustainability Plan and Addendum, resubmitted in July 2022, was developed for the Tulare Lake Subbasin pursuant to the Sustainable Groundwater Management Act. The Tulare Lake Subbasin is classified as a high-priority subbasin by DWR and is subdivided into five local Groundwater Sustainability Agencies (GSAs). The Mid-Kings River GSA covers the portion of the Tulare Lake Subbasin from which the City extracts its groundwater supplies.

According to the Tulare Lake Subbasin Groundwater Sustainability Plan (GSP), the intent of the plan is to manage groundwater resources such that adequate water supplies are maintained for existing users and established management objectives maintain a sustainable groundwater yield. The sustainability goals for the Subbasin will be achieved by implementing the measures below, as extracted from the GSP.

- Understanding the interaction between existing and future conditions
- Analyzing and identifying the effects of exiting management actions on the Subbasin
- Implementing the GSP and its associated measures, including projects and management actions to halt and avoid undesirable future results
- Collaborating between agencies to achieve goals and protect beneficial uses
- Assessing interim milestones the successes and challenges of the implemented projects and management action's successes and challenges.

6.2.3 Overdraft Conditions

The Tulare Lake subbasin has been identified by DWR as a high-priority groundwater basin and is one of multiple subbasins within the state listed as being in a condition of critical overdraft. The Tulare Lake Subbasin GSP indicates that the Mid-Kings Rivers GSA intends to coordinate with KCWD to implement ongoing basin management objectives and overdraft mitigation measures. Several efforts to mitigate overdraft were documented in the KCWD 2001 Groundwater Management Plan Update, which are briefly summarized below:

- **Water Conservation Efforts**: KCWD and the City of Hanford participate in several water conservation and education programs, contributing both funds and staff time. The agricultural users within the KCWD service area use the delivered water responsibly through various highly efficient irrigation systems. Additionally, water deliveries are metered and billed based on volume used and customers therefore have an incentive to minimize water usage.
- **Increasing Surface Water Imports**: KCWD currently delivers surface water to several water and canal companies. Utilization of surface water supplies decreases the demand on groundwater, serving as a form of in-lieu recharge. KCWD strives to provide surface water at a rate low enough to customers to encourage utilizing as much surface water as possible before resorting to groundwater pumping.
- **Increasing Groundwater Recharge**: KCWD operates 25 direct groundwater recharge basins and also leaves many earthen canals unlined for the purpose of recharge through seepage. The total recharge surface area, including both basins and unlined canals, is approximately 1,300 acres; the amount of recharge varies from year to year, and the most significant recharge effects occur during wet years.

6.2.4 Past Five Years Groundwater Pumping

There are currently 11 existing municipal groundwater wells located throughout the City, as shown in Figure 6-2, with a combined supply capacity of approximately 34.5 million gallons per day

(mgd). The firm capacity, designated as the total capacity less the largest unit out of service, of the City wells is 31.6 mgd, as shown in Table 6-1.

Submittal Table 6-1 Retail: Groundwater Volume Pumped

Water Code Section 10631(4) and 10631(4)(c)

Groundwater Type May use each category multiple times	Water Type (OPTIONAL)	Location or Basin Name	2021 (AF)	2022 (AF)	2023 (AF)	2024 (AF)	2025 (AF)
Alluvial Basin	Potable	Hanford - Kings County Wells	11,826	11,753	11,887	11,741	11,654
		Total	**11,826**	**11,753**	**11,887**	**11,741**	**11,654**

6.3 SURFACE WATER

At the time of preparation of the 2025 UWMP, the City does not use surface water as part of its domestic water supply.

6.4 STORMWATER

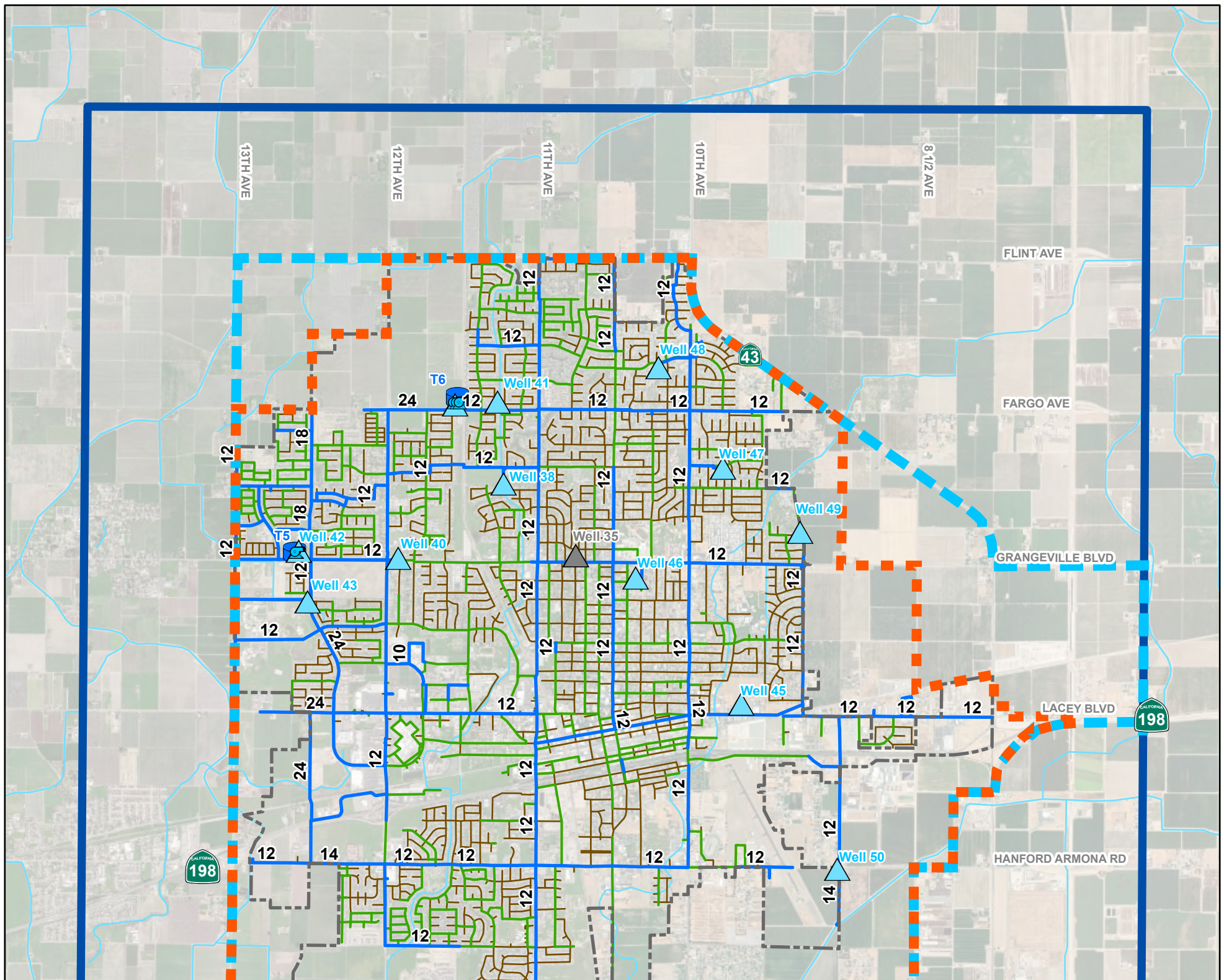
At the time of preparation of the 2025 UWMP, the City does not divert stormwater for beneficial uses in its domestic water supply portfolio.

6.5 WASTEWATER AND RECYCLED WATER

This section discusses recycled water coordination, wastewater collection, treatment and disposal, the recycled water system and current, potential and projected recycled water uses within the system service area.

California Water Code

10633R *The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area.*



Legend

PRELIMINARY

Existing System

- Tanks
- Pump Stations
- Inactive Well
- Wells

Pipes By Size

- 6" or Smaller
- 8"
- 10" or Larger

Other

- City Limits
- Waterways
- 2035 Growth Boundary
- Planned Area Boundary
- General Plan Study Area

N W GIS E S

0 0.25 0.5 1 Mile

Update: February 11, 2026

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Figure 6-2
Existing Water System

2025 Urban Water Management Plan
City of Hanford

6.5.1 Recycled Water Coordination

The City of Hanford is responsible for the collection, treatment, and disposal of wastewater within the City limits. The subsequent sections document information regarding the wastewater treatment facility, the use of reclaimed wastewater, and the coordination between agencies regarding the treated wastewater.

6.5.2 Wastewater Collection, Treatment, and Disposal

This section describes wastewater collection and disposal.

6.5.2.1 Wastewater Collected Within Service Area

The City collects wastewater from residential, commercial, and industrial customers within the City limits and some unincorporated areas. The collected flows are conveyed through a trunk system to a Wastewater Treatment Facility (WWTF) in the south of the City. The City's large industrial area near the southern boundary of the City limits collect flows at a series of lift stations before being pumped north to the WWTF. Based on available data received from City staff, the WWTF treated an average annual wastewater flow of approximately 6,413 AF in 2025 (Table 6-2).

Submittal Table 6-2 Retail: Wastewater Collected Within Service Area in 2025

Water Code Section 10633(a)

Wastewater Collection			Recipient of Collected Wastewater	
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated?	Volume of Wastewater Collected from UWMP Service Area 2025 (AF)	Name of Wastewater Treatment Plant (WWTP) and Place ID Number	Is WWTP Located Within UWMP Area?
City of Hanford		6,413	Hanford WWTF, Place ID 273118	Yes
Total Wastewater Received from UWMP Service Area in 2025:		**6,413**		

6.5.2.2 Wastewater Treatment and Discharge Within Service Area

The City's WWTF has an existing design capacity of 8.0 mgd and includes the following treatment components: a headworks, two primary clarifiers, two primary trickling filters, two secondary trickling filters, one oxidation ditch, four secondary clarifiers, three anaerobic digesters, one dissolved air flotation sludge thickener, sixteen sludge drying beds, one facultative sludge lagoon, one effluent equalization basin, six effluent disposal/percolation ponds, and two emergency effluent storage ponds. Treated wastewater is discharged to the facility's equalization basin and then pumped to evaporation/percolation ponds or farmlands for agricultural irrigation. The City's treatment and discharge of wastewater are summarized in Table 6-3.

Submittal Table 6-3 Retail: Wastewater Treatment and Outcomes Within Service Area in 2025

Water Code Section 10633(a)

Wastewater Treatment Plant Name and Place ID Number	Does This Plant Treat Wastewater Generated Outside the UWMP Service Area? (OPTIONAL)	2025 Volume of Wastewater Received from UWMP Service Area (As Reported in Submittal Table 6-2 R) (AF)	Total 2025 Volume of Water Treated (AF)	2025 Outcomes of Treated Wastewater								
				Water Recycled Within UWMP Service Area (enter data as applicable)		Water Recycled Outside of UWMP Service Area (enter data as applicable)		Effluent Discharge that is not a Permitted Recycled Water Use (enter data as applicable)		Required Discharge for Instream Flow (enter data as applicable)		Delivered to Another Entity for Additional Treatment (enter data as applicable)		
				Treatment Level	Volume (AF)	Treatment Level	Volume (AF)	Treatment Level	Volume (AF)	Treatment Level	Volume (AF)	Treatment Level	Volume (AF)	Name of other entity
Hanford WWTF, Place ID 273118	No	6,413	6,413			Secondary, Disinfected - 23	6,413							
	Total	**6,413**	**6,413**		**0**		**6,413**		**0**		**0**		**0**	

6.5.3 Recycled Water System

The City currently distributes the chlorinated secondary-treated effluent wastewater to agriculture users, east and west of the WWTF, for crop irrigation. The irrigation of crops on privately owned land is permitted under the City's two monitoring report programs (MRP) from the Regional Water Quality Control Board (RWQCB). The first program, MRP 5-00-222, governs the use of recycled water on 11,500 acres of privately owned farmland within the Lakeside Irrigation Water Irrigation District (LIWD). In an agreement with LIWD, the City pays $30 per acre-foot to dispose of its recycled wastewater effluent. The second program, MRP 5-00-223, governs the use of recycled water on a 1,600-acre site owned by the City as well as several small privately owned farms near the WWTF. **Appendix _____** includes the City's Reclamation Project Agreement, which stipulates the City's use of recycled water.

The City's recycling of the disinfected secondary effluent on agricultural farmland does not directly offset potable water use. As such, this recycled water use was not able to assist the City in meeting its 2020 Urban Water Use Target and is not involved in Chapter 5. However, the City's recycled water use does offset groundwater and surface water that would otherwise be used by farmers in the area. Furthermore, the recycled water consumer, LIWD locates outside of the city limit, therefore, LIWD's recycled water demand is excluded from Hanford's recycled demand projection in this report (2025 UWMP).

Delivery of the secondary treated effluent to permitted land involves two separate pump stations, each with a 24-inch discharge pipeline. One pump station delivers recycled water from the WWTF to land west of the WWTF through a 24-inch diameter reinforced concrete pipe. Recycled water delivered to the east and south of the WWTF is pumped by the second pump station through a 24-inch diameter polyvinyl chloride (PVC) pipeline.

6.5.4 Current, Potential, and Projected Recycled Water Uses

This section documents the description of the quantity of current, potential and projected recycled water uses within their service area. In addition to California Water Code 10633 (b), (d) and (e), California Code of Regulations provides the definition of the term direct beneficial use.

California Water Code

10633 (b)	*A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.*
10633 (d)	*A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.*

10633 (e)	*The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.*

6.5.4.1 Current and Planned Uses of Recycled Water

According to the City's 2000 Recycled Water Engineering Report, irrigation demand for the LIWD lands alone are 27,103 acre-feet per year (afy). This demand will continue to exceed the amount of recycled water available from WWTF and is the most economically and technically feasible method for the City's disposal of its treated effluent. However, the recycled water consumer, LIWD, is located outside of the city limit, therefore LIWD's recycled water demand projection is not included in Hanford's recycled water demand projection, nor documented in **Table 6-4**.

The City may decide in the future to re-evaluate the need or desirability of expanding its recycled water use to serve municipal customers. This would involve constructing a recycled water distribution system throughout the City and would require an upgrade to WWTF to provide tertiary treatment.

6.5.4.2 Planned Versus Actual Use of Recycled Water

The 2015 UWMP have identified agricultural irrigation in Lakeside Irrigation Water District (LIWD) as the sole method of recycling the City's treated wastewater effluent. However, LIWD is located outside of the City Limit. In this report (2025 UWMP), the recycled water use in LIWD is excluded from the Hanford's Recycled water use, as shown in **Table 6-5**.

Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area

Water Code Section 10633 (c)(e)

☑	Check box if recycled water is not used and is not planned for use within the service area of the supplier. The supplier will only complete the column on "Potential Recycled Water Use" and submit an accompanying narrative on the feasibility of that potential recycled water use.
Name(s) of Facility/ies Producing (Treating) the Recycled Water (OPTIONAL) :	
Name of Supplier Operating the Recycled Water Distribution System (OPTIONAL) :	
Supplemental Water Added in 2025 (volume) Include units (OPTIONAL) :	
Source of 2025 Supplemental Water (OPTIONAL) :	

Use Type	Water Type (after treatment if treated) (OPTIONAL)	Additional Information (as needed)	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (opt) (AF)	Potential Recycled Water Use	
									Volume	Narrative page number (OPTIONAL)

Submittal Table 6-5 Retail: 2020 UWMP Recycled Water Use Projection Compared to 2025 Actual

Water Code Section 10633 (e)

☑	Check the box if recycled water was not used in 2025 nor previously projected for use in 2020. Proceed to the next table.

Use Type	2020 Projection for 2025 (AF)	2025 Actual Use (AF)

6.5.4.3 Actions to Encourage and Optimize Future Recycled Water Use

As previously discussed, the City's current method of recycling its WWTF effluent through agricultural irrigation on LIWD permitted farmland is the most economically and technically feasible method of disposal. Therefore, additional measures taken by the City to encourage recycled water use, such as financial incentives or informational programs, are not expected to result in additional recycled water use, as summarized in Table 6-6.

Submittal Table 6-6 Retail: Methods to Encourage Future Recycled Water Use

Water Code Section 10633 (f)

☑	Check the box if the Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation. Provide page location of narrative in the UWMP

Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use (AF)
		Total (AF)	**0**
		Unit Conversion to AF	0

6.6 DESALINATED WATER OPPORTUNITIES

California Water Code

10631 (g) *Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.*

The groundwater under the City is not brackish in nature and does not require desalination. However, the City could provide financial assistance to other water purveyors in exchange for water supplies; the City could consider this option should the need arise.

6.7 WATER EXCHANGES AND TRANSFERS

California Water Code

10631 (c) *Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.*

There are currently no known exchanges, transfers, or interties that exist between the City and any other water system.

6.8 FUTURE WATER PROJECTS

California Water Code

10631 (f) *Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water use, as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in normal and single dry water years and for a period of drought lasting five consecutive water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.*

As discussed in previous sections, the City's sole source of potable water is groundwater. As such, the only method available to provide additional supply capacity for growing demand is the construction of new wells, and there are no additional types of future water projects the City plans to implement.

The City's total supply capacity is approximately 34.9 MGD; its firm capacity, designated as the total capacity less the largest unit out of service, is approximately 32.0 MGD. The 2017 WSMP identified needs for additional groundwater wells as the City's demands increase, which are reflected in the City's capital improvement program. Previous planning efforts have identified two additional wells for construction. The rated capacity of these additional wells has yet to be determined, but for planning purposes is assumed equal to the average rated capacity of the City's 14 existing wells, which is approximately 2,700 afy. The City also plans to construct a new tank to serve the southern industrial park, which will improve the reliability of the industrial park's distribution system. These improvements are summarized on the following page in **Table 6-7**.

Submittal Table 6-7 Retail: Expected Future Water Supply Projects or Programs
Water Code Section 10631 (f)

Name of Future Projects or Programs	Joint Project with other suppliers? Drop Down List (yes/no)	Additional Description (as needed)	Water Type (after treatment if treated) (OPTIONAL)	Planned Implementation Year	Planned for Use in Year Type	Expected Increase in Water Supply to Supplier (This may be a range) (AF)
Additional Wells (Well 51 and Well 52)	No	Two new wells; currently constructed but not supplying water	Potable	2025-2030	All Year Types	5,400
Sand Slough - Houston Avenue Pipeline Project	No	Pipeline expansion boosting Sand Slough recharge capacity	Non-Potable	2025-2030	All Year Types	25

Note:

1. For planning purposes, the expected increase to the City's water supply for future wells with a capacity that is to be determined is equal to the average supply capacity of the City's existing wells. This average supply capacity is approximately equal to 2,700 afy per well site.

6.9 SUMMARY OF EXISTING AND PLANNED SOURCES OF WATER

The City's groundwater supply has been adequate to meet the City's historical demands and Table 6-8 summarizes the total amount of groundwater pumped in 2025. In order to meet the growing demand, new groundwater wells construction should be considered. The City intends to continue to use groundwater as the sole source of potable water supply. Annual projections for the City's groundwater supplies are estimated based on the groundwater sustainability analysis (Appendix _____), which consolidated the estimated sustainable yield information documented in Tulare Lake Subbasin GSP and the City's planning water service area.

Annual projections for the City's recycled water supplies are summarized in Table 6-9 and assume that the City will continue to use 100 percent of its recycled water for agricultural irrigation, although a portion of the water will be lost to evaporation and percolation. Projected recycled water supply was assumed to be equal to the projected annual wastewater flow of the WWTP. This projected wastewater flow was calculated based on the projected water demand and historical average of the city-wide return-to-sewer ratio, using available data between 2006 and 2020. Consistent with the 2020 UWMP all treated wastewater effluent is expected to be used to irrigate agricultural lands. Table 6-9 summarizes the total projected water supply, including groundwater and recycled water sources, available through 2050.

It should be noted that Tulare Lake subbasin which underlies the City is not adjudicated, and the projected groundwater supply volumes are not intended to and do not limit the City's water rights or maximum pumping volumes. The Mid-Kings River GSA continues to evaluate any options to enhance groundwater supplies; however, to date, Tulare Lake GSP has not restricted the

maximum groundwater availability. The City of Hanford actively participates in the preparation of the GSP and monitors any potential changes to groundwater availability in the future.

Submittal Table 6-8 Retail: Water Supplies — 2025 Actual

Water Code Section 10631 (b)

Water Supply	2025	
	Water Type (after treatment if treated) (OPTIONAL)	Actual Volume (AF)
Groundwater (not desalinated)	Potable	11,654
Recycled Water	Non-Potable	6,413
	Subtotal Potable	**11,654**
	Subtotal Non-Potable	**6,413**
	Total	**18,067**

Submittal Table 6-9 Retail: Water Supplies — Projected

Water Code Section 10631 (b)

Water Supply	Additional Detail on Water Supply	Water Type (after treatment if treated) (OPTIONAL)	Projected Water Supply (Report to the Extent Practicable)				
			2030 Reasonably Available Volume (AF)	2035 Reasonably Available Volume (AF)	2040 Reasonably Available Volume (AF)	2045 Reasonably Available Volume (AF)	2050 (opt) Reasonably Available Volume (AF)
Groundwater (not desalinated)		Potable	11,654	11,654	11,654	11,654	11,654
Recycled Water		Non-Potable	5,077	5,318	5,569	5,833	6,109
		Total	**16,731**	**16,972**	**17,223**	**17,487**	**17,763**

6.10 CLIMATE CHANGE CONSIDERATIONS

Potential impacts of climate change may not only influence demand throughout the City's service area but could alter the water supply availability. Based on the City's location and current climate, the most notable changes in climate would be related to increasing average temperature, intensifying storm events, and periods of extended drought. Other potential effects, such as decreasing snowpack or rising sea levels, would not have a direct impact on the City's water

demand or supply. Changes in annual precipitation and temperature could have an impact on the City's overall water use as well as available supply volumes. The City, as well as other local water supply agencies, will continue to monitor available water supply volumes and year-on-year changes to determine actions necessary to mitigate potential supply shortages.

6.11 ENERGY INTENSITY

California Water Code

10631.2.(a) *In addition to the requirements of Section 10631, an urban water management plan shall include any of the following information that the urban water supplier can readily obtain:*
(1) An estimate of the amount of energy used to extract or divert water supplies.
(2) An estimate of the amount of energy used to convey water supplies to the water treatment plants or distribution systems.
(3) An estimate of the amount of energy used to treat water supplies.
(4) An estimate of the amount of energy used to distribute water supplies through its distribution systems.
(5) An estimate of the amount of energy used for treated water supplies in comparison to the amount used for nontreated water supplies.
(6) An estimate of the amount of energy used to place water into or withdraw from storage.
(7) Any other energy-related information the urban water supplier deems appropriate.

An urban water supplier's energy intensity (EI) is the amount of energy (kWh) consumed for the purpose of supplying water from the point that it enters the City's service area to the point at which it exits the system at the point of delivery. The 2025 Urban Water Management Plan Guidebook provides guidance for estimating energy intensity associated with the source of water used by an urban water supplier. The purpose of calculating the City's energy intensity is to:

- Develop a baseline energy use per acre-foot of treated water delivered by the water system.
- Aid in Identifying energy saving opportunities in the future.
- Allow for comparing energy use among similar agencies.

The estimate of energy intensity includes requirements for the purpose of water conveyance, extraction, treatment, placing water into and taking it from storage, and distribution. The City's water energy intensity only accounts for the water management processes occurring within its operational control. The following water management processes are accounted for in the City's energy intensity estimate, which is based on existing processes and available records:

- Extraction of groundwater from Tulare Lake Subbasin.
- Delivery of treated water to end users.

Energy use data relating to the extraction, diversion, conveyance, treatment, distribution and placing into and taking from storage in the City's water supply system was acquired from Southern California Edison (SCE) meter data for year 2025. The City, therefore, utilized Table O-1B (**Appendix ___**) for its EI calculations instead of Table O-1A or O1-C, since it is not possible to distinguish between energy used for treatment and conveyance at this time.

Total energy use and volume of water entering the City's water system for year 2025 were 9,068,734 kWh and 11,654 AF, respectively, resulting in an Energy Intensity of 778 kWh/AF (2,388 kWh/MG).

Optional Submittal Table O-1B: Recommended Energy Reporting

Water Delivery Product drop down list (If delivering more than one type of product recommend using Table O-1C)	Retail Potable Deliveries	Only for Water Delivery Products Under the Urban Water Supplier's Operational Control		
Start Date of Reporting Period	1/1/2025			
End Date of Reporting Period	12/31/2025			
Is upstream embedded energy in the values reported?		**Sum of All Water Management Processes**	**Non-Consequential Hydropower**	
Units of Measure for Water	(AF)	**Total Utility** See DWR NOTES	**Hydropower**	**Net Utility**
Volume of Water Entering Process		11,654		11,654
Energy Consumed (kWh)		9,068,734		9,068,734
Energy Intensity (kWh/vol. converted to MG)		2,388	-	2,388

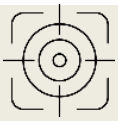
6.12 SUBMITTAL TABLES SUMMARY

This chapter included the following submittal table(s):

- Table 6-1: Groundwater Volume Pumped
- Table 6-2: Wastewater Collected Within Service Area in 2025
- Table 6-3: Wastewater Treatment and Outcomes Within UWMP Service Area in 2025
- Table 6-4: Recycled Water Direct Beneficial Uses Within Service Area
- Table 6-5: 2020 UWMP Recycled Water Use Projection Compared to 2025 Actual
- Table 6-6: Methods to Encourage Future Recycled Water Use
- Table 6-7: Expected Future Water Supply Projects or Programs
- Table 6-8: Water Supplies- 2025 Actual
- Table 6-9: Water Supplies-Projected
- Optional Table O-1B: Recommended Energy Reporting

CHAPTER 7 – WATER SERVICE RELIABILITY ASSESSMENT

This chapter assesses the reliability of the City's water supply under normal conditions, single-year dry conditions, and consecutive five-year dry conditions. The assessment includes a comparison of water use versus expected water supply through 2050, and includes the Drought Risk Assessment.



Chapter Focus

This chapter focuses on integrating the City's water supply portfolio with its water use characterization. This integration brings together the UWMP elements into a succinct synopsis that depicts the City's water service reliability. The reliability assessments highlight the incongruencies, if any, between the City's water supplies and customer's water demands, and influence the development of the City's DRA described in this chapter and the WSCP described in a later chapter.

The DRA is a specific planning action that assumes the City is experiencing a drought over the next five years and addresses the City's reliability in the context of presumed drought conditions. Together, the WSRA, DRA, and WSCP allow the City to have a comprehensive picture of its short-term and long-term water service reliability and to identify the tools to address any perceived or actual shortage conditions.

7.1 CONSTRAINTS ON WATER SOURCES CONSIDERATIONS

California Water Code

10631 (b)(1)	*A detailed discussion of anticipated supply availability under a normal water year, single dry year, and droughts lasting at least five years, as well as more frequent and severe periods of drought, as described in the drought risk assessment. For each source of water supply, consider any information pertinent to the reliability analysis conducted pursuant to Section 10635, including changes in supply due to climate change.*
10634	*The plan shall include information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments as described in subdivision (a) of Section 10631, and the manner in which water quality affects water management strategies and supply reliability.*

As discussed in previous sections, groundwater is the City's sole existing and planned water supply source. The potential constraints affecting the City's water supply are summarized below.

7.1.1 Legal Factors

Examples of legal factors that could impact the supply reliability of a water distribution system include pumping limitations in adjudicated groundwater basins and surface water contracts. As noted in Chapter 6 the Tulare Lake Groundwater Subbasin, the sole basin from which the City extracts groundwater, is not an adjudicated groundwater basin and there are no legal limitations on the amount of groundwater the City can extract under the Mid-Kings River Groundwater Sustainability Agency's (MKR GSA) Groundwater Sustainability Plan (GSP).

7.1.2 Environmental Factors

Environmental concerns can arise during the water planning process when a project's impact on the ecosystem is taken into consideration. These concerns can subsequently cause a lack of supply due to the enforcement of environmental legislation. The City's groundwater source is not expected to be limited by environmental concerns.

7.1.3 Water Quality Factors

If a surface water or groundwater source has water quality constituents that exceed allowable levels, the amount of water a supplier can obtain from that source can be limited. The City's groundwater supply has one water quality constituent that has historically required mitigation measures in order to ensure the supply is not limited, which is arsenic. Arsenic is concentrated in the clay strata beneath the City, and hydrogen sulfide, which may cause discoloration, adverse taste, and a smell typically compared to rotten eggs. The City has implemented a chlorination program for the water supply, and hydrogen sulfide is no longer considered a water constituent of concern. The steps taken by the City to ensure the water supply is unaffected by arsenic are summarized in the following section.

7.1.3.1 Arsenic

Congress passed the Safe Drinking Water Act (SDWA) in 1975 to protect public health. In accordance with the SDWA, the Environmental Protection Agency (EPA) established a maximum contaminant level (MCL) of 0.050 mg/L for arsenic. Amendments to the SDWA in 1996 required the EPA to establish a new MCL of arsenic, which is the current MCL of 0.010 mg/L.

Through the preparation of several studies, the City has determined the best methods for reducing the levels of arsenic in their water supply. These studies include:

- 1989 Water Quality Study (Carollo Engineers)
- 1996 Water System Master Plan (Boyle Engineers)
- 2005 Arsenic Reduction Study (Carollo Engineers)
- 2005 Water Supply and Distribution Capacity Analysis for the Arsenic Reduction Study (Carollo Engineers)

The alternative methods considered by the City to reduce arsenic concentrations below the MCL are summarized as follows:

- Abandon high arsenic wells and drill replacement wells with lower concentrations
- Blend water from wells with higher concentrations with wells of lower concentrations
- Install well head treatment
- Rehabilitate wells that produce water with high arsenic concentrations to a block of strata with low concentrations, producing water low in arsenic.

A non-treatment based approach was determined to be the most cost effective for the City and was comprised of the following three improvement projects:

- Abandon six shallow wells with low production and high arsenic concentration. Replace the abandoned wells with two wells of a higher production capacity and lower arsenic concentration.
- Abandon and replace three wells that could not be rehabilitated with new wells with higher production capacities and acceptable arsenic conditions.
- Three deep wells were rehabilitated to ensure they only extract groundwater from a zone with lower arsenic concentrations.

The City's water quality report for 2024 indicates that arsenic averaged 4.77 µg/L with a range of ND to 11 ug/L. Arsenic is a known contaminant in the area water supply wells and is monitored comprehensively by the Tulare Lake Subbasin Groundwater Sustainability Agency (GSA). The City's supply wells remain compliant with the MCL of 10 µg/L. Hanford's Well 50 has an average arsenic level of 10.6 µg/L. Well 45 has also had sample results at and near the MCL with a maximum of 10 µg/L. Thus, based on the current levels, the long-term reliability of the City's water supply is not restricted due to arsenic.

7.1.3.2 Per- and Polyfluoroalkyl Substances (PFAS)

Water systems must complete initial monitoring for PFAS by April 26, 2027, and begin compliance monitoring on the same date. By April 26, 2029, water systems must comply with the MCLs set for PFAS. On April 10, 2024, the EPA finalized the National Primary Drinking Water Regulation (NPDWR) for six PFAS compounds. California has also established notification levels for PFAS compounds, which are advisory levels used to inform consumers and guide water systems in managing PFAS contamination. The City sampled their active wells for PFAS in February and July of 2023. There were no detections in the supply wells tested, therefore, the City is currently in compliance with State and federal PFAS standards.

7.1.3.3 Trichloropropane (1,2,3-TCP) (California Only)

The State issued an MCL for 1,2,3-TCP in 2018. The limit was set at the same level as the detection limit, which is 5 ng/L. Although it was included in the Unregulated Contaminant

Monitoring Rule 3 (UCMR3), the EPA has yet to implement a federal drinking water standard for 1,2,3-TCP. The sources of 1,2,3-TCP are legacy use of certain pesticides and there is a strong correlation with shallower wells near farmland and its occurrence. 1,2,3-TCP has not been detected in the deeper wells around Hanford.

7.1.3.4 Lead and Copper Rule Revisions (LCRR)

The EPA's Lead and Copper Rule Revisions (LCRR), effective October 16, 2024, introduce several updates to the existing rule:

- **Trigger Level for Lead:** In addition to the action level of 0.015 mg/L for lead, water systems must now adhere to a 0.010 trigger level.
- **Service Line Inventory and Replacement:** Water systems must develop and maintain an inventory of lead service lines by October 16, 2024.
- **Enhanced Monitoring:** The rule requires more rigorous testing of drinking water, particularly in schools and childcare facilities.
- **Public Notification:** Once an action level has been exceeded, and the City has received notice, they must follow through with notifying the customer within 24 hours of receipt of the information.

To date, Hanford complies with all the current requirements for the LCRR. If any service lines must be replaced under the new rule, the City must begin a program for notification of customers and replacement of those service lines in 2025.

7.1.3.5 Disinfection Byproduct Monitoring Rules

The Disinfection Byproducts Rule (DBPR) ensures that water systems monitor and control levels of disinfection byproducts, such as trihalomethanes and haloacetic acids, to protect public health. The rules were implemented in 1998 and updated in 2006. DBPs are formed when disinfectants used in water treatment react with natural organic matter present in the water. The primary DBPs of concern are trihalomethanes (TTHMs) and haloacetic acids (HAA5). The EPA regulates these DBPs to ensure safe drinking water and protect public health. While most pollutants are monitored in the water supply sources, such as wells, DBPs must be monitored at select locations within the distribution system. The City of Hanford conducts quarterly sampling for DBPs. Over the past year, most sample locations have remained in compliance with regulatory standards.

7.1.4 Climatic Factors

The primary climatic factors that affect the reliability of water supply system are precipitation and runoff characteristics, specifically the seasonal trend. Systems that rely heavily on surface water are most vulnerable to changes in water supply when a shift in precipitation and runoff amounts reduce the amount of surface water available. The City does not rely on surface water as a source of supply and is not vulnerable to these supply reductions.

7.2 WATER SERVICE RELIABILITY ASSESSMENT

California Water Code

10635 (a) *Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.*

7.2.1 WSRA Year-Type Characterization

This section outlines the annual water supply year-types, and the data sources used to evaluate supply.

Types of Years

This section discusses the types of years considered in the evaluation of water supply reliability, summarized in Table 7-1 on the following page. The conditions are as follows:

- **Normal Year** – A normal year represents median precipitation runoff and typical runoff patterns, with water supply quantities generally comparable to historical averages. In this Guidebook, DWR uses the terms “average” and “normal” interchangeably when addressing this water-year type.
- **Single Dry Year** – A single dry year is defined as the year with the lowest usable water supply, typically represented by the year **1984,** reflecting the lowest annual supply on record.
- **Five-Consecutive-Year Drought** – A five-consecutive-year drought is defined as the period of five consecutive years with the lowest usable water supply. Multiple dry years can significantly impact the water supply system by reducing local and statewide reservoir levels and lowering groundwater levels. Available supply under these conditions is based on the minimum historical yields calculated as a five-year running average. The period from **1987 to 1991** has been selected to represent the five-consecutive-year drought.

Submittal Table 7-1 Retail: Basis of Water Year Data (Reliability Assessment)

Year Type	Base Year If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 2024-2025, use 2025	Available Supplies if Year Type Repeats ☐ Check the box if quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. Location: [insert location from UWMP] Quantification of available supplies is provided in this table as either volume only, percent only, or both.	
		Volume Available (AF)	% of Average Supply
Average Year	2000	9,649	100%
Single-Dry Year	1984	8,074	84%
Consecutive Dry Years 1st Year	1987	8,964	93%
Consecutive Dry Years 2nd Year	1988	8,673	90%
Consecutive Dry Years 3rd Year	1989	8,470	88%
Consecutive Dry Years 4th Year	1990	8,252	86%
Consecutive Dry Years 5th Year	1991	8,402	87%

Sources for Water Data

Historical rainfall data sources listed in the DWR guidebook, including the National Weather Service website operated by the National Oceanic and Atmospheric Administration (NOAA), California Irrigation Management Information System (CIMIS) website, and the Western Regional Climate Center (WRCC) website, were consulted and analyzed to establish the basis for a normal year, a single dry year, and a five-consecutive-year drought for the City.

The groundwater data was obtained from the Mid-Kings River Groundwater Sustainability Agency's (MKR GSA) Groundwater Sustainability Plan.

7.2.2 WSRA Supply and Demand Comparison

During extended drought periods, city-wide water use patterns are expected to change. Outdoor water use may initially increase as irrigation compensates for reduced rainfall; however, these potential increases can be partially mitigated through enhanced water conservation measures.

In accordance with California Water Code Section 10635(a), urban water suppliers must evaluate the reliability of their water service by comparing available water supplies with projected water demands over a 20-year planning horizon in five-year increments. This assessment considers

water supply availability under three hydrologic conditions: a normal water year, a single dry water year, and a drought lasting five consecutive dry years.

The water supply available to the City under different hydrologic conditions is summarized in Table 7-1. Because the City utilizes groundwater as its sole source of supply, the available "supply" drawn from the aquifer in any year is equal to the system-wide water demand for that particular year. The demand projections for the various hydrologic water years are summarized in Table 7-2, Table 7-3, and Table 7-4 and assume the projected supply will be equal to the projected demand as the City's sole source is groundwater. Normal-year supply is based on estimated natural groundwater recharge for the Tulare Lake Subbasin, as documented in the Tulare Lake Subbasin Groundwater Management Plan (Amended in July 2022). For conservative planning, percentages of normal-year supply are applied to estimate available supply during single-dry and multiple-dry water years.

7.2.2.1 Supply and Demand Comparisons – Normal Year

Under normal-year conditions, the estimated groundwater recharge from the subbasins is assumed to meet the City's projected water demand over the planning horizon. Table 7-2 shows the normal-year supply and use comparison.

Submittal Table 7-2 Retail: Normal Year Supply and Use Comparison

Water Code Section 10635 (a)

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (Opt) (AF)
Supply totals (autofill from Submittal Table 6-9 R)	16,731	16,972	17,223	17,487	17,763
Use totals (autofill from Submittal Table 4-2 R)	11,763	12,486	13,253	14,068	14,932
Surplus/(shortfall)	4,968	4,486	3,970	3,419	2,831

7.2.2.2 Supply and Demand Comparison – Single Dry Year

During a single dry year, groundwater recharge and overall water supply are expected to decrease due to reduced precipitation. The available supply is estimated by applying a single dry-year percentage of normal-year recharge for the subbasins. Water demand patterns may shift during dry conditions, with outdoor irrigation potentially increasing, though conservation measures help mitigate these increases. Comparing this reduced supply with projected demand allows

assessment of the City's ability to maintain reliable water service under short-term drought conditions. Table 7-3 presents the City's total projected demand alongside the reduced supply.

Submittal Table 7-3 Retail: Single Dry Year Supply and Use Comparison

Water Code Section 10635(a)

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (Opt) (AF)
Supply totals	16,731	16,972	17,223	17,487	17,763
Use totals	13,174	13,984	14,844	15,756	16,724
Surplus/(shortfall)	3,557	2,988	2,379	1,731	1,039

7.2.2.3 Supply and Demand Comparison – Five Consecutive Dry Years

A drought lasting five consecutive dry years represents a more severe scenario with prolonged reductions in groundwater recharge. For this condition, the available supply is estimated as a lower percentage of the normal-year recharge to account for the cumulative effects of multiple dry years. Comparing this long-term reduced supply with projected demand helps identify potential shortages and informs planning for drought response and water conservation measures. Table 7-4 summarizes the City's total projected demand alongside the long-term reduced supply.

7.2.3 WSRA Description of Management Tools and Options

California Water Code

10620 (f) *An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.*

To reduce the strain on groundwater resources during prolonged drought, the City has developed a Water Shortage Contingency Plan to prevent and water waster and encourage conservation within the community.

The City's supply reliability depends on the rate of available recharge for the groundwater subbasins beneath the City. KCWD imports raw water to recharge the groundwater subbasins they manage, which includes the Tulare Lake subbasin. During periods of drought, the imported water supplies available to KCWD can be reduced or not provided at all, which would reduce the amount of recharge available to the groundwater basins.

Submittal Table 7-4 Retail: Multiple Dry Years Supply and Use Comparison

Water Code Section 10635(a)

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (Opt) (AF)
First Year					
Supply totals	16,731	16,972	17,223	17,487	17,763
Use totals	13,174	13,984	14,844	15,756	16,724
Surplus/(shortfall)	3,557	2,988	2,379	1,731	1,039
Second Year					
Supply totals	16,731	16,972	17,223	17,487	17,763
Use totals	13,174	13,984	14,844	15,756	16,724
Surplus/(shortfall)	3,557	2,988	2,379	1,731	1,039
Third Year					
Supply totals	16,731	16,972	17,223	17,487	17,763
Use totals	13,174	13,984	14,844	15,756	16,724
Surplus/(shortfall)	3,557	2,988	2,379	1,731	1,039
Fourth Year					
Supply totals	16,731	16,972	17,223	17,487	17,763
Use totals	13,174	13,984	14,844	15,756	16,724
Surplus/(shortfall)	3,557	2,988	2,379	1,731	1,039
Fifth Year					
Supply totals	16,731	16,972	17,223	17,487	17,763
Use totals	13,174	13,984	14,844	15,756	16,724
Surplus/(shortfall)	3,557	2,988	2,379	1,731	1,039

7.3 DROUGHT RISK ASSESSMENT

California Water Code

10612	*"Drought Risk Assessment" means a method that examines water shortage risks based on the driest five-year historic sequence for the agency's water supply, as described in subdivision (b) of Section 10635.*
10635(b)	*Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment for its water service to its customers as part of information considered in developing the demand management measures and water supply projects and programs to be included in the urban water management plan. The urban water supplier may conduct an interim update or updates to this drought risk assessment within the five-year cycle of its urban water management plan update. The drought risk assessment shall include each of the following:* *(1) A description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive water years, starting from the year following when the assessment is conducted.* *(2) A determination of the reliability of each source of supply under a variety of water shortage conditions. This may include a determination that a particular source of water supply is fully reliable under most, if not all, conditions.* *(3) A comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.* *(4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.*

As part of the 2025 UWMP, the California Water Code requires urban water suppliers to develop a Drought Risk Assessment (DRA). The DRA is a planning exercise that evaluates the potential impacts on available water supply if a five-year drought were to occur immediately following its preparation. As with the supply and demand assessment described in the previous section, the DRA focuses exclusively on the effects of a five-year drought. It also accounts for the influence of the City's Water Shortage Contingency Plan on both available supply and total demand. Overall, the DRA provides a proactive review to prepare the City for a worst-case water supply scenario in the near term.

7.3.1 DRA Data, Methods, and Basis for Water Shortage Conditions

The DRA assesses the impact on available water supply over the course of a five-year drought. Since the City's only water supply source is groundwater, the same data and methodology used to prepare the supply and demand assessment through 2050, as described in the preceding section, can be applied for the DRA.

For conservative planning purposes, the DRA assumes an unconstrained demand condition within the City's service area, meaning that no additional demand management measures or water use reductions are applied beyond the City's year-round prohibitions. This approach allows the DRA to determine whether further water use reductions, as outlined in the Water Shortage Contingency Plan, may be necessary.

7.3.2 DRA Individual Water Source Reliability

The DRA water supply and demand comparisons are presented in Table 7-5, which indicates that available groundwater supplies are expected to meet projected demands through 2025, even under a five-year drought scenario.

The City's DRA assumes that available groundwater supply is equivalent to the rate of natural groundwater recharge. Reductions in supply volumes during the five-year drought are applied to account for the effects of consecutive dry years. The available water supply volumes for each source are documented as follows:

- **Tulare Lake Subbasin:** The available supply volume during a normal water year is assumed to equal the rate of natural groundwater recharge, as documented in the Tulare Lake Subbasin GSP (2022 Amended). During a five-year drought, this supply is reduced according to the percentages summarized in Table 7-1.

As shown in Table 7-5, the City's total available water supply ranges from 16,865 AFY to 17,348 AFY.

7.3.3 DRA Total Water Supply and Use Comparison

The City's DRA is summarized in Table 7-5. Based on assumptions for available supplies consistent with prior planning efforts and considering an unconstrained demand condition, the DRA indicates that the City can meet projected water demands under a five-consecutive-year drought beginning in 2025. Currently, no water shortage declarations or response actions are required.

Submittal Table 7-5 Retail: Five-Year Drought Risk Assessment

Water Code Section 10635(b)(3)

Totals	2026	2027	2028	2029	2030
Demands					
Total Water Use	12,412	12,561	12,711	12,864	13,174
Supplies					
Groundwater Supplies	16,865	16,986	17,107	17,227	17,348
Surplus/Shortfall without WSCP Action	4,454	4,425	4,395	4,364	4,174

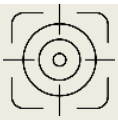
7.4 SUBMITTAL TABLES SUMMARY

This chapter included the following submittal table(s):

- Table 7-1: Basis of Water Year Data
- Table 7-2: Normal Year Supply and Use Comparison
- Table 7-3: Single Dry Year Supply and Use Comparison
- Table 7-4: Multiple Dry Years Supply and Use Comparison
- Table 7-5: Five-Year Drought Risk Assessment

CHAPTER 8 – WATER SHORTAGE CONTINGENCY PLAN

This chapter includes the City's Water Shortage Contingency Plan (WSCP) which is a required structured plan for dealing with water shortages, incorporating standardized water conservation action levels, along with implementation actions in the event of a catastrophic supply interruption.



Chapter Focus

This chapter focuses on the City's Water Shortage Contingency Plan (WSCP), a critical tool for proactive and efficient water management during shortages. The WSCP provides a structured framework for monitoring supply conditions and implementing pre-planned response actions and minimizing service disruptions. The WSCP defines levels of water shortage, outlines demand reduction measures, and describes the process for conducting an annual supply and demand assessment.

The WSCP prepares the system to address both predictable and unexpected risks, including natural disasters or the failure of a primary water source by establishing tiered demand reduction and supply enhancement measures for events such as earthquakes, fires, floods, or system failures, allowing the City to anticipate challenges and respond effectively. It also addresses communication protocols during shortages, methods for determining compliance and enforcing water use restrictions, discussing financial impacts, and monitoring and reporting the effectiveness of any implemented water demand reduction measures.

8.1 WATER SUPPLY RELIABILITY ANALYSIS

California Water Code

10632.3	*It is the intent of the Legislature that, upon proclamation by the Governor of a state of emergency under the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code) based on drought conditions, the board defer to implementation of locally adopted water shortage contingency plans to the extent practicable.*
10632 (a)(1)	*The analysis of water supply reliability conducted pursuant to Section 10635.*
10632.5.(a)	*In addition to the requirements of paragraph (3) of subdivision (a) of Section 10632, beginning January 1, 2020, the plan shall include a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities.*

The City currently relies solely on groundwater, with supply wells extracting water from the Tulare Lake Subbasin of the San Joaquin Valley Groundwater Basin. These basins are managed by Mid-Kings River Groundwater Sustainability Agency and the 2022 Tulare Lake Subbasin Groundwater Sustainability Plan and Addendum documents the rates of natural recharge for these supply sources. Consistent with prior planning efforts, the City's Water Supply Reliability Analysis assumes that the available supply from each subbasin is equal to the rate of natural recharge. The analysis also accounts for the impacts of a single-dry year and a five consecutive dry-year period.

As part of the 2025 UWMP, the City has also prepared a Drought Risk Assessment (DRA), a proactive planning tool designed to prepare the City for potential worst-case water supply conditions. The DRA evaluates the City's projected water demands over the next five years against estimated available supplies in the event of a five-year drought. The results of the DRA, prepared as part of the 2025 UWMP, indicate that the City has adequate supplies to meet projected demands over the next five years.

Pursuant to the California Water Code, the City's Water Shortage Contingency Plan also includes a seismic risk assessment, which describes the vulnerability of the infrastructure facility to earthquakes and other seismic hazards. Details on the Seismic Risk Assessment and Mitigation Plan are provided in a subsequent section of this chapter.

8.2 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT

California Water Code

10632 (a)	*Every urban water supplier shall prepare and adopt a water shortage contingency plan as part of its urban water management plan that consists of each of the following elements:*
10632 (a)(2)	*The procedures used in conducting an annual water supply and demand assessment that include, at a minimum, both of the following:* *(A) The written decision-making process that an urban water supplier will use each year to determine its water supply reliability.* *(B) The key data inputs and assessment methodology used to evaluate the urban water supplier's water supply reliability for the current year and one dry year, including all of the following:* *(i) Current year unconstrained demand, considering weather, growth, and other influencing factors, such as policies to manage current supplies to meet demand objectives in future years, as applicable.* *(ii) Current year available supply, considering hydrological and regulatory conditions in the current year and one dry year. The annual supply and demand assessment may consider more than one dry year solely at the discretion of the urban water supplier.* *(iii) Existing infrastructure capabilities and plausible constraints.* *(iv) A defined set of locally applicable evaluation criteria that are consistently relied upon for each annual water supply and demand assessment.* *(v) A description and quantification of each source of water supply.*
10632.1	*An urban water supplier shall conduct an annual water supply and demand assessment pursuant to subdivision (a) of Section 10632 and, on or before July 1 of each year, submit an annual water shortage assessment report to the department with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the supplier's water*

shortage contingency plan. An urban water supplier that relies on imported water from the State Water Project or the Bureau of Reclamation shall submit its annual water supply and demand assessment within 14 days of receiving its final allocations, or by July 1 of each year, whichever is later.

Updates to the California Water Code now require urban water suppliers to prepare an annual water supply and demand assessment (Annual Assessment). The results of this assessment must be summarized in a report submitted to the DWR by July 1 of each year, with the first report due on July 1, 2022. The purpose of the Annual Assessment is to ensure that water suppliers proactively evaluate available water supplies and demand, while identifying any potential need to implement the Water Shortage Contingency Plan.

It should be noted that the DWR is currently preparing a stand-alone guidance document to provide general procedures for urban water suppliers in completing the Annual Assessment. At this time, the decision-making process and steps for completing the Annual Assessment are preliminary and will be refined once the DWR guidance document is finalized.

8.2.1 Decision Making Process

This section describes the decision-making process for preparing and approving the Annual Assessment each year. The reporting timeline is illustrated in Figure 8-1, and the milestones documented on Table 8-1A.

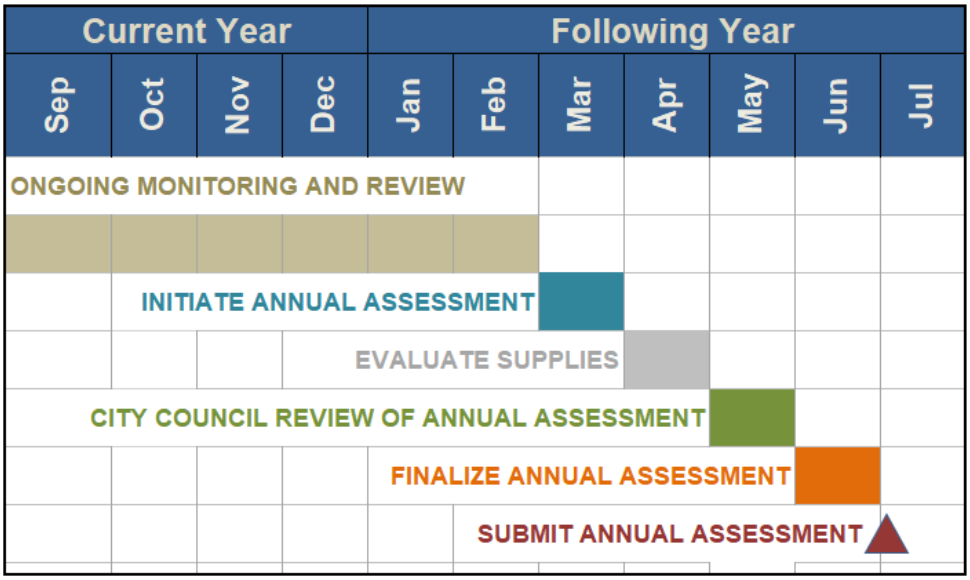


Figure 8-1 Annual Assessment Reporting Timeline

Table 8-1A Annual Assessment Reporting Milestone

Key Timeline	Description
September to February: Ongoing Monitoring and Review	For most of the year, City staff will continue to monitor and report monthly water production and consumption. This data will be used when preparing the Annual Assessment to compare system-wide water demands year-to-year and to project demands for the following year.
March: Initiate WSCP Annual Assessment	City staff will initiate the Annual Assessment process by compiling collected water demand and production data. Other relevant information includes, but is not limited to: • Land Use/Planning: Changes in land use or the number of building permits, which will be used to estimate demand for the following year. • Hydrologic Year Review: Review of rainfall and hydrologic conditions over the past year, noting that the City's wet year typically ends in April. • Climate Forecast: Consideration of any available climate projections. The purpose of gathering this information is to assess the various factors affecting water demand across the City's service area. This analysis will guide projections of water demand for the upcoming year.
April: Review Available Supply Information	A preliminary Annual Assessment is usually completed by Mid-Kings River GSA and prior to April. City staff will review this document upon its availability and use it as the basis for estimating available water supply for the upcoming year. If necessary, staff will also prepare to implement any water shortage response actions noted by Mid-Kings River GSA.
May: City Council Review of Annual Assessment	The Annual Assessment draft will be presented to the City Council for information and discussion. If the assessment recommends water shortage actions, the City Council will be asked to authorize the implementation of the recommended measures.

June: Finalize Annual Assessment	The Annual Assessment is finalized after considering feedback received during the City Council review process.
July: Submit Annual Assessment	The Annual Assessment will be submitted to DWR on or before July 1st.

8.2.2 Data and Methodologies

This section describes the key data and methodologies used to prepare the Annual Assessment. This includes historical water supply information, historical and projected water demand, and projected water supply, which the City uses to evaluate their water supply reliability for both a normal and a subsequent dry-year condition.

8.2.2.1 Evaluation Criteria

The primary criteria used in preparing the City's Annual Assessment are projected water demand and available supply. The supply information will be based on any available subarea-wide review of available water supplies prepared by Mid-Kings River Groundwater Sustainability Agency, Kings County Water District, or other local groundwater planning agencies. Demand projections are developed using multiple factors, including historical demand, land use changes, building permits, and historical rainfall. The City will continue to evaluate its Annual Assessment preparation process, and additional criteria may be incorporated if considered appropriate.

8.2.2.2 Water Supply

The City currently relies solely on groundwater as its water supply. The City operates several groundwater wells, each of which is monitored with production reported monthly. These monthly production records are used to characterize current water use and to compare with previous years, providing a basis for estimating water production requirements for the upcoming year.

As the Groundwater Sustainability Agency, Mid-Kings River GSA manages water supplies within the Tulare Lake Subbasin; this also includes the Mid-Kings River Subarea, which is used by the City for supply. The water supply analysis prepared by each GSAs within the Tulare Lake Subbasin in preparation of their Annual Report will provide a critical basis for water supply assumptions, regarding available water supply volumes and any pumping restrictions required to be implemented if any.

8.2.2.3 Current Year Unconstrained Customer Demand

Billed water consumption is reported monthly and will be used to characterize the City's current water use. These records will be compared to the corresponding months of the previous year to identify significant changes in water use patterns across the City's service area. In addition, information on recent developments and current building permits will allow City staff to estimate anticipated changes in water demand for the upcoming year.

8.2.2.4 Current Year Available Supply

The Annual Assessment estimates the current year available supply for current hydrological conditions as well as a possible subsequent dry year. The supply estimate will be based on the Drought Risk Assessment supply estimation methodology documented in the 2025 UWMP and it will also incorporate information from the Tulare Lake Groundwater Annual Report and Mid-Kings Groundwater Sustainability Agency.

8.2.2.5 Infrastructure Considerations

The Annual Assessment will include a review of ongoing capital projects that may affect the demand and supply projections. Examples of such capital projects include water loss reduction, distribution system expansions to serve growth, or the development of new groundwater wells. The City's 2017 Water, Wastewater and Storm Drainage System Master Plans, and the 2026 planned update, will identify any additional infrastructure considerations to be implemented within the City's service area.

8.3 WATER SHORTAGE LEVELS

The City has adopted the six standard water shortage levels recommended by DWR, as shown in Table 8-1. Identifying the appropriate shortage level will be in accordance with the procedures outlines in a section of the Annual Assessment procedures.

California Water Code

10632 (a)(3)(A)	*Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages and greater than 50 percent shortage. Urban water suppliers shall define these shortage levels based on the suppliers' water supply conditions, including percentage reductions in water supply, changes in groundwater levels, changes in surface elevation or level of subsidence, or other changes in hydrological or other local conditions indicative of the water supply available for use. Shortage levels shall also apply to catastrophic interruption of water supplies, including, but not limited to, a regional power outage, an earthquake, and other potential emergency events.*
10632 (a)(3)(B)	*An urban water supplier with an existing water shortage contingency plan that uses different water shortage levels may comply with the requirement in subparagraph (A) by developing and including a cross-reference relating its existing categories to the six standard water shortage levels.*

For example, if the Annual Assessment identifies a 22% water shortage, the City would be considered in a Moderate Drought condition. Based on recommendations from City staff, the City

Council has the authority to declare the appropriate conservation level necessary to manage system demands and mitigate the shortage. The City Council may also adjust or terminate a shortage response level as recommended by staff.

The City's groundwater supply relies on natural recharge from surface water runoff as well as deep percolation of applied irrigation water. During drought periods, when the natural recharge sources are less than in typical years, the basin is at risk of overdraft and subsidence. To support these efforts and reduce water consumption citywide, the City maintains a water conservation ordinance that can be invoked to implement water use restrictions.

The City's conservation ordinance currently establishes permanent water use restrictions and a multi-stage water rationing plan that can be implemented to adjust water use during shortage conditions. Each rationing stage specifies a water demand reduction percentage to be applied to normal water demands. Implementation of the plan depends on the cause, severity, and anticipated duration of the water shortage, and may include a combination of voluntary and mandatory conservation measures to reduce citywide water use. The water shortage stages are summarized in Table 8-1B on the following page.

Table 8-1B Water Shortage Contingency Plan Levels

Stage	Precent Supply Reduction	Water Supply	Corresponding Relationship ("crosswalk")	Stage	DWR 6 Standard Water Shortage Levels
1	0-20%	Minor Shortage Potential - Below average rainfall in the previous 12-24 months - 10 percent or more of municipal wells out of service - Warm weather patterns typical of summer months		1	Up to 10%
				2	10 to 20%
2	20%-35%	Moderate Shortage Potential - Below average rainfall in the previous 24-36 months - Prolonged periods of low water pressure - 10 percent or more of municipal wells out of service - Warm weather patterns typical of summer months		3	20 to 30%
				4	30 to 40%
3	35%+	Critical Shortage Potential - Below average rainfall in the previous 36 months - Prolonged periods of low water pressure - 10 percent or more of municipal wells out of service - Warm weather patterns typical of summer months		5	40 to 50%
				6	Greater than 50%

Submittal Table 8-1: Cross-reference for Standard vs Supplier Shortage Levels

Water Code Section 10632(a)(3)(B)

Standard Shortage Levels	Percent Shortage Range	Suppliers Shortage Levels	Percent Shortage Range
1	Up to 10%	1	10-20%
2	Up to 20%	2	20%-35%
3	Up to 30%	3	35%-50%+
4	Up to 40%		
5	Up to 50%		
6	>50%		

NOTES:

Shortage Level 1: Minor Shortage Potential
Shortage Level 2: Moderate Shortage Potential
Shortage Level 3: Critical Shortage Potential

8.4 SHORTAGE RESPONSE ACTIONS

Pursuant to CWC 10632(a)(4), this section documents the detailed shortage response actions, organized into categories that correspond with the established shortage levels.

California Water Code

10632 (a)(4) *Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following:*
(A) Locally appropriate supply augmentation actions.
(B) Locally appropriate demand reduction actions to adequately respond to shortages.
(C) Locally appropriate operational changes.
(D) Additional, mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions and appropriate to the local conditions.
(E) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.

10632.2 *An urban water supplier shall follow, where feasible and appropriate, the prescribed procedures and implement determined shortage response actions in its water shortage contingency plan, as identified in subdivision (a) of Section 10632, or reasonable alternative actions, provided that descriptions of the alternative actions are submitted with the annual water shortage assessment report pursuant to Section 10632.1. Nothing in this section prohibits an urban water supplier from taking actions not specified in its water shortage contingency plan, if needed, without having to formally amend its urban water management plan or water shortage contingency plan.*

The City's WSCP includes shortage response actions that may be implemented during a water shortage. In addition, the City's municipal code establishes permanent, year-round water use restrictions to minimize water waste. Both the shortage response actions and permanent water use restrictions are summarized in this chapter.

8.4.1 Supply Augmentation

As noted in previous sections, groundwater is the City's sole source of supply, and there are no known opportunities for direct supply augmentation through exchanges, transfers, or purchase programs. Therefore, supply augmentation actions are not included in the City's Water Shortage Contingency Plan at this time.

Submittal Table 8-2 Retail: Supply Augmentation and Other Actions

Water Code Section 10632(a)(4)(A), (C) and (E)

No	Is the Supplier completing this table using the standard six levels? (yes/no)			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)
		Volume or Percentage	Shortage Gap Reduction Value (May be a range) (AF)	
1		Percentage	0	No Action is Taken.
2		Percentage	0	No Action is Taken.
3		Percentage	0	No Action is Taken.

8.4.2 Demand Reduction

The City of Hanford can implement a variety of demand reduction measures as response actions to corresponding water shortage levels. These measures may include restrictions on irrigation and outdoor water use, changes to water rate structures, public education and outreach efforts, or adjustments to water supply service. Other demand reduction such as infrastructure improvements or the installation of water efficient fixtures are considered long-term water demand reduction strategies and are therefore not included as actions in this Water Shortage Contingency Plan. City staff will continue to evaluate additional demand management approaches, including the potential implementation of Water Offsets for new developments and drought rate structures in the immediate future.

Consumption reduction actions are measures taken by the City to reduce demand within the service area, and usually in response to a declared water shortage or emergency condition. The City's consumption reduction actions, for each shortage level, are summarized in **Table 8-3**, along with brief descriptions or explanations.

Submittal Table 8-3 Retail: Demand Reduction Actions

Water Code Section 10632(a)(4)(B) and (E)

No	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap? Volume or Percentage Drop down	How much is this going to reduce the shortage gap? Shortage Gap Reduction Value (May be a range) (AF)	Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? **For Retail Suppliers Only** Drop Down List
1	Landscape - Limit landscape irrigation to specific days	Percentage	10%	Prohibit sprinkling, irrigating, or otherwise applying water to any yard, ground, premises or vegetation except on the following designated days: - Properties ending with even-numbered addresses: Tuesday and Saturday -Properties ending with odd-numbered addresses: Wednesday and Sunday	Yes
1	Landscape - Limit landscape irrigation to specific days	Percentage	10%	Prohibit sprinkling, irrigating, or otherwise applying water to any yard, ground, premises or vegetation on any day of the week between the hours of 10 a.m. and 6 p.m. during periods designated as "Daylight savings time" (generally occurring between March and November).	Yes

1	Landscape - Other landscape restriction or prohibition	Percentage	10%	Prohibit sprinkling, irrigating, or otherwise applying water to any yard, ground, premises, or vegetation except by the use of a hand-held hose, a sprinkling device or an approved sprinkler system controlled by an automatic shut-off device or a person who is in immediate attendance of the sprinkling device or system.	Yes
1	Landscape - Other landscape restriction or prohibition	Percentage	10%	Prohibit sprinkling, irrigating, or otherwise applying water to any yard, ground, landscaping or vegetation during and up to 48 hours after measurable rainfall.	Yes
1	Landscape - Prohibit certain types of landscape irrigation	Percentage	10%	Prohibit sprinkling, irrigating, or otherwise applying water to any ornamental turf or public street medians.	Yes
1	Landscape - Other landscape restriction or prohibition	Percentage	10%	Prohibit sprinkling, irrigating, or otherwise applying water to any yard, ground, landscaping, or vegetation outside of a newly constructed home or a building in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the California Department of Housing and Community Development	Yes
1	Landscape - Restrict or prohibit runoff from landscape irrigation	Percentage	10%	Prohibit water used to irrigate any yard, ground, landscaping or vegetation to run or waste onto non-irrigated areas, private or public walkways, sidewalks, driveways, streets or adjoining or adjacent property.	Yes
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Percentage	10%	Prohibit keeping, maintaining, operating, or using any water connection, hose, faucet, hydrant, pipe, outlet, or plumbing fixture which is not tight and free from leakage and dripping.	Yes

1	Other	Percentage	10%	Prohibit washing any type of vehicle, boat, or trailer with water supplied by a hose unless the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use.	Yes
1	Other - Prohibit use of potable water for washing hard surfaces	Percentage	10%	Prohibit use of water for sidewalk, driveway, or walkway washing cleaning, except as required to address an immediate public health or safety need.	Yes
1	Water Features - Restrict water use for decorative water features, such as fountains	Percentage	10%	Prohibit operation of water fountains or other decorative water fixtures without recirculation pumps.	Yes
1	Other water feature or swimming pool restriction	Percentage	10%	Prohibit draining and filling of a swimming pool or similar water feature more than once during a one year period (all pool drainage must occur pursuant to a permit issued by the City's public works department).	Yes
1	Other	Percentage	10%	Prohibit willful or negligent waste of water in any manner.	Yes
1	CII - Lodging establishment must offer opt out of linen service	Percentage	10%	Require operators of hotels and motels to provide guests with the option of choosing not to have towels and linens laundered daily. Each hotel and motel shall prominently display notice of this option in each bathroom using clear and easily understood language.	Yes
1	Landscape - Prohibit certain types of landscape irrigation	Percentage	10%	Prohibit the planting of rye grass on any property that is serviced by the city's water system.	Yes

1	Other	Percentage	10%	The city may issue Conditional Water Permits that allow the watering of new landscaping planted outside of newly-constructed buildings on days and/or times other than those consistent with the current use restrictions.	Yes
1	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Percentage	10%	Prohibit charity and community vehicle wash events, including any event at which an individual or group, which is not a commercial washing business operating legally in the city, offers to the general public or portion thereof the service of washing, with water, any type of vehicle, boat, or trailer in exchange for a fee, donation, or other form of compensation, or for no compensation.	Yes
1	Landscape - Prohibit certain types of landscape irrigation	Percentage	10%	Eliminate watering of ornamental turf areas. Water only actively used turf areas no more than twice per week. Trees and shrubs may be watered only twice per week using a handheld hose with a positive shutoff nozzle or drip irrigation. Use of reclaimed water (if available), is exempt.	Yes
1	Landscape - Limit landscape irrigation to specific days	Percentage	10%	Water no more than twice per week using only hand-held hoses with positive shutoff nozzle or drip irrigation systems. Eliminate sprinkler use.	Yes
1	CII - Restaurants may only serve water upon request	Percentage	10%	Prohibit the serving of drinking water, other than upon request, in eating or drinking establishments.	Yes

1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Percentage	10%	When a leak is discovered by a customer in a customer's water system and a customer is charged for water that has not been used, as a result of the leakage, it shall be policy of the city to aid the customer in locating the leak. If the leak is repaired by the customer within a period of ten days of the date the leak was discovered and the customer can establish that a portion of the charges identified in its water bill are in excess of the amount normally charged to the customer, that excess amount of water use caused by the leakage shall be charged to the customer at the standard water rate. If the leak is not repaired by the customer within the 10-day period, the portion of the excess water usage which results from the leakage will be billed at two times the standard water rate until the leak is repaired by the customer. The city shall give prompt notice to a customer if the city obtains information indicating that a leak may exist in the customer's exclusive control.	Yes
1	Other - Prohibit use of potable water for construction and dust control	Percentage	10%	All construction water must be reclaimed or non-potable. Issuance of construction meters will be only for testing and disinfection of potable water lines.	Yes
2		Percentage	0%	No action is taken.	No
3		Percentage	0%	No action is taken.	No
4		Percentage	0%	No action is taken.	No
5		Percentage	0%	No action is taken.	No
6		Percentage	0%	No action is taken.	No

Table 8-3 Retail: Reduction Actions Matrix

Response Actions	Level 0 0 - 9% Reduction	Level 1 10- 20% Reduction	Level 2 21 - 35% Reduction	Level 3 36 - 50% Reduction
Washing Restrictions	**All commercial car washes must use recycled water**	Prohibition for: 1. Washing vehicles outside of legal commercial washing business with recirculating systems (Exception: Using equipment with shut-off nozzle or use sensor) 2. Washing public, hard surfaces (Exception: Health or safety purposes)		
Restricted Watering or Irrigation Hours	All water hoses must have automatic shut-off nozzles No watering: 10:00 AM - 6:00 PM PST	Exceptions may consider hand-held hose or supervised/automatic irrigation system		
Watering Days	Only **after 48 hours of rainfall**	Properties ending in even-number address: **Tuesday & Saturday** Properties ending in odd-number address: **Wednesday & Sunday**		
Obligation to Fix Water Fixtures	Repairing water leakages	1. Not maintaining water features with leakages without recirculating pump 2. Fixing identified leakages within 10 days after excess in water bill or city's notice to costumer		
Limits on Filling Ornamental Ponds or Lakes	Only **recirculating** fountains	**Prohibition** on sprinkling, irrigating, or applying water to ornamental turf or public medians		
Water Consumption	Any run-off on hard surfaces and any negligent waste is prohibited.	Commercial establishments may **serve** drinking water or washing services **only per request**.		
Exceptions for Watering Restrictions	---	Rye grass must not be planted on serviced areas		
Limits on Potable Services	---	1. Newly-constructed buildings require Conditional Water Permits 2. Potable water is not provided for construction activities		
Limits on Buildings and Construction	---	Prohibited applying water on surfaces around new buildings or construction site (per California Building Regulations)		
Limits on New Developments or Annexations	---	Issuance of construction or provisional meters are assigned only forB4:F14 testing and disinfection of potable water lines.		

Notes:

1. Source: City of Hanford, Water Shortage Contingency Plan.
2. Every level of shortage includes the most restrictive limitations of the previous levels (e.g. level 3 includes level 0 through 2 prohibitions).
3. Dash marks represent no change.

8.4.3 Operational Changes

During a water shortage, changes to water system operations may be implemented. These operational changes may include enhanced monitoring and tracking of water use, adjustments to fire hydrant testing frequencies, modifications in maintenance cycles, and expedited repair of water leaks.

8.4.4 Additional Mandatory Restrictions

Additional mandatory restrictions are described in a previous section.

8.4.5 Emergency Response Plan

The City has a Local Hazard Mitigation Plan, most recently updated in 2012, that provides a framework for the City to address a catastrophic supply interruption due to various hazards, including seismic, geological, wildfire, and flooding hazards. The plan is intended to define the actions required of the City before, during, and after an emergency. It also guides the City's response to major emergencies and disasters.

8.4.6 Seismic Risk Assessment and Mitigation Plan

California Water Code

10632.5 (a)	*In addition to the requirements of paragraph (3) of subdivision (a) of Section 10632, beginning January 1, 2020, the plan shall include a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities.*
10632.5 (b)	*An urban water supplier shall update the seismic risk assessment and mitigation plan when updating its urban water management plan as required by Section 10621.*
10632.5 (c)	*An urban water supplier may comply with this section by submitting, pursuant to Section 10644, a copy of the most recent adopted local hazard mitigation plan or multihazard mitigation plan under the federal Disaster Mitigation Act of 2000 (Public Law 106-390) if the local hazard mitigation plan or multihazard mitigation plan addresses seismic risk.*

In addition to the Emergency Response Plan described in a previous section, the California Water Code requires urban water suppliers to document a locally appropriate multi hazard mitigation plan developed under the federal Disaster Mitigation Act of 2000, that includes documentation of seismic risk assessment. Kings County developed such a hazard mitigation plan in December 2012. The City's service area is included in the boundaries reviewed as part of this mitigation plan.

8.4.7 Shortage Response Action Effectiveness

In addition to documenting demand reduction actions, the 2025 UWMP also estimates the effectiveness of these actions in reducing systemwide demand. The City records water consumption and production on a monthly basis, and this data can be used to evaluate the effects of any demand reduction actions that are implemented. Most recently, during the 2012–2016 drought, the City entered Water Shortage Level 2 for several summer months of 2015. This included the implementation of multiple demand reduction actions described in a previous section. Based on a comparison of historical monthly production data, it is estimated that systemwide water use was approximately 10 to 20 percent lower during the Level 2 Water Shortage period

compared to other years. Therefore, as documented in **Table 8-3**, the Level 2 Water Shortage response actions are estimated to achieve a reduction effectiveness of 10 to 20 percent.

8.5 COMMUNICATION PROTOCOLS

California Water Code

10632 (a) *Every urban water supplier shall prepare and adopt a water shortage contingency plan as part of its urban water management plan consists of each of the following elements:*
(5) Communication protocols and procedures to inform customers, the public, interested parties, and local, regional, and state governments, regarding, at a minimum, all of the following:
(A) Any current or predicted shortages as determined by the annual water supply and demand assessment described pursuant to Section 10632.1.
(B) Any shortage response actions triggered or anticipated to be triggered by the annual water supply and demand assessment described pursuant to Section 10632.1.
(C) Any other relevant communications

When the City identifies the need for short-term water use reductions as directed by the Water Shortage Contingency Plan or the Annual Assessment, clear and effective communication will be critical to achieve the necessary demand reductions. Methods of public notification may include newspaper publications, bill inserts, announcements on the City's website, social media posts, and press releases or informational campaigns. These public notification methods may be implemented during a Level 2 Water Shortage, with more targeted communications regarding leaks and high water users during a Level 3 Water Shortage.

8.6 COMPLIANCE AND ENFORCEMENT

California Water Code

10632 (a)(6) *For an urban retail water supplier, customer compliance, enforcement, appeal, and exemption procedures for triggered shortage response actions as determined pursuant to Section 10632.2.*

Customers who violate the provisions of the water code related to water shortage conditions may be subject to the following penalties, in accordance with the Amended Hanford Municipal Code Section 13.04.150:

- First violation will result in a written warning delivered to the customer from Public Works Department personnel or police department.
- Second violation will result in a fine of fifty dollars imposed on the customer's water bill.
- Third violation will result in a written notice of the violation. Additionally, for unmetered customers, a water meter shall be installed by the city to monitor all water usage on the property. Water meter purchasing costs and installation fees shall be billed to the customer and are due within thirty days of the billing. Metered customers shall have a penalty of one hundred dollars imposed on their water bill.

- The fourth violation will result in a written notice of the violation and a penalty of two hundred dollars penalty shall be imposed on the customer's water bill. The last column in Submittal Table 8-3 indicates whether any penalties, fines, or other enforcement actions are associated with a specific demand reduction action.

8.7 LEGAL AUTHORITIES

California Water Code

10632 (a)(7)(A)	*A description of the legal authorities that empower the urban water supplier to implement and enforce its shortage response actions specified in paragraph (4) that may include, but are not limited to, statutory authorities, ordinances, resolutions, and contract provisions.*
10632 (a)(7)(B)	*A statement that an urban water supplier shall declare a water shortage emergency in accordance with Chapter 3 (commencing with Section 350) of Division 1.*
10632 (a)(7)(C)	*A statement that an urban water supplier shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency, as defined in Section 8558 of the Government Code.*
Division 1, Section 350	*Declaration of water shortage emergency condition. The governing body of a distributor of a public water supply, whether publicly or privately owned and including a mutual water company, shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.*

This section lists relevant statutory authorities, local ordinances, codes, and resolutions, as well as any water supply contract provisions that apply to the City.

8.7.1 Declaration of Water Shortage

The City has the legal authority to implement and enforce its water shortage response actions, including associated penalties, water rate adjustments, and restrictions or alterations to water service. City Urgency Ordinance 15-06, which amended the water supply shortage regulations for the City in June 2015, documents the demand reduction measures and enforcement protocols.

8.7.2 Proclamation of Local Emergency

Pursuant to California Government Code, California Emergency Services Act (Article 2, Section 8558), the City is required to coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency.

8.8 FINANCIAL CONSEQUENCES OF A WATER SHORTAGE CONTINGENCY PLAN

California Water Code

10632 (a)(8)	*A description of the financial consequences of, and responses for, drought conditions, including, but not limited to, all of the following:* *(A) A description of potential revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).* *(B) A description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).* *(C) A description of the cost of compliance with Chapter 3.3 (commencing with Section 365) of Division 1. [retail urban suppliers only]*

The activation of the Water Shortage Contingency Plan and associated Water Shortage Levels has financial implications for the City. Reduced water consumption can lead to decreased revenue, while proactive operational measures may increase operational and maintenance costs.

The City periodically updates the water rates through comprehensive studies. The City continues to assess meeting long-term revenue requirements, ensuring revenue stability in water rates, providing adequate funding for capital improvements, and ensuring rates comply with applicable laws, including Proposition 218. Furthermore, the City conducts a thorough and transparent public process prior to implementing any rate adjustments.

Currently, the City reserve funds include an operating reserve that normally equals 60 days of the utility's budgeted annual operating expenses. The operating reserve is intended to promote financial viability in the event of any short-term fluctuation in revenues. This Rate Stabilization reserve is to further promote financial stability in the event of short-term reductions in rate revenues.

These reserves and potential rate modifications help mitigate the financial impacts of implementing the Water Shortage Contingency Plan. Finally, the City is considering the adoption of a "Drought Rate Schedule" as part of its next Water Rate Study to help partially offset the financial impacts of reduced water use and specifically during drought periods.

Additionally, potential mitigation actions specific to the drought stages are documented in **Table 8-4**. These are preliminary measures and would be evaluated in greater detail if a water shortage occurs.

Table 8-4 Financial Consequences of WSCP

Stage	Supply Reduction	Financial Consequences	Anticipated Mitigation Actions
0	None	None	Funding provided for supplemental water supply reserve.
1	10%-20%	Potential increase in O&M expenses and mild reduction in revenue.	Reduce O&M costs and identify supplemental funding sources.
2	21%-35%	Moderate increase to O&M expenses and decrease in revenue.	Defer capital expenditures and consider use of reserves.
3	35%-50%+	Significant increases to O&M and decreases in revenue.	Implement long-term O&M budget reductions.

8.9 MONITORING AND REPORTING

California Water Code

10632 (a)(9) *For an urban retail water supplier, monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance and to meet state reporting requirements.*

Monitoring and reporting under the Water Shortage Contingency Plan and Annual Assessment will be based on metered water production and consumption data. Ongoing review and comparison with historical data for corresponding months will allow the City to assess the effectiveness of WSCP measures. Additionally, in response to implemented shortage response actions and water shortage levels, the City's Water Department may increase meter reading frequency to better collect, track, and analyze water use.

8.10 WSCP REFINEMENT PROCEDURES

California Water Code

10632 (a)(10) *Reevaluation and improvement procedures for systematically monitoring and evaluating the functionality of the water shortage contingency plan in order to ensure shortage risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented as needed.*

The WSCP is intended as a dynamic planning tool subject to ongoing refinement as needed. Following the declaration of water shortage and implementation of the WSCP, the monitoring and reporting procedures described in a previous section will provide insight into its effectiveness. City

staff will assess the performance of communication protocols, demand reduction actions, operational adjustments, and financial mitigation measures. If this review identifies opportunities for procedural improvements or new WSCP actions, staff may incorporate these into an amended 2025 UWMP.

8.11 SPECIAL WATER FEATURE DISTINCTION

California Water Code

10632 (b) *For purposes of developing the water shortage contingency plan pursuant to subdivision (a), an urban water supplier shall analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code.*

The California Water Code requires urban water suppliers to differentiate between water features that are artificially supplied and swimming pools or spas. The City's current demand reduction actions reflect this distinction, as documented in a previous section.

8.12 PLAN ADOPTION, SUBMITTAL, AVAILABILITY, AND AMENDMENT PROCEDURES

California Water Code

10632 (c) *The urban water supplier shall make available the water shortage contingency plan prepared pursuant to this article to its customers and any city or county within which it provides water supplies no later than 30 days after adoption of the water shortage contingency plan.*

The adoption and submittal process for the WSCP, as well as its public availability, follow the same procedures as the City's UWMP. If an amendment is made, stakeholder and public notification will be conducted in accordance with UWMP procedures prior to adoption of the amended plan.

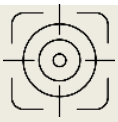
8.13 SUBMITTAL TABLES SUMMARY

This chapter included the following submittal table(s):

- Table 8-1: Cross-reference for Standard vs Supplier Shortage Levels
- Table 8-2: Supply Augmentation and Other Actions
- Table 8-3: Demand Reduction Actions

CHAPTER 9 – DEMAND MANAGEMENT MEASURES

This chapter documents the City's efforts to reduce water demand using specific demand measurement measures (DMMs) as well as any other actions to maintain ongoing water conservation.



Chapter Focus

This chapter summarizes the demand management measures, which are additional actions the City plans on implementing to achieve water use targets and maintain ongoing conservation. The purpose of this section is to provide a comprehensive overview of the water conservation programs the City has implemented, is currently implementing, and plans to implement to achieve its water conservation goals.

9.1 DEMAND MANAGEMENT MEASURES FOR RETAIL SUPPLIERS

California Water Code

10631 (e) *Provide a description of the supplier's water demand management measures. This description shall include the following:*

(1)(A) For an urban retail water supplier, as defined in Section 10608.12, a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years. The narrative shall describe the water demand management measure that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.

(B) The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:

(i) Water waste prevention ordinances.

(ii) Metering.

(iii) Conservation pricing.

(iv) Public education and outreach.

(v) Programs to assess and manage distribution system real loss.

(vi) Water conservation program coordination and staffing support.

(vii) Other demand management measures that have a significant impact on water use as measured in gallons per capita per day, including innovative measures, if implemented.

9.1.1 Implementation Over the Past Five Years

I. **Metering and Programs to Assess and Manage Distribution System Real Loss**: From 2021 to 2025, the city expanded its Advanced Metering Infrastructure (AMI) project, replacing aging meters with ultrasonic meters and providing customers access to the EyeOnWater® platform for near real-time usage monitoring and leak alerts due to distribution system losses to support water conservation.

II. **Other Demand Management Measures - Large Landscape Conservation Program**: From 2021 through 2025, Hanford implemented and enforced its Water Efficient Landscape Design and Installation Ordinance (2022) for commercial and large landscape projects, requiring efficient irrigation design, plant selection, and irrigation audit support.

9.1.2 Required Demand Management Measures

9.1.2.1 Water-Waste Prevention Ordinances

The City adopted a Water Waste Ordinance in 1976 requiring all new connections to the water system to have meters. Citations were issued for ordinance violation and a penalty was imposed after three violations; a water meter was installed after the fourth violation, with all installation costs being charged to the customer. In 1986 the Water Waste Ordinance was revised, increasing the penalty for the first violation to 15 dollars and every subsequent penalty to ten dollars. A flow restrictor is installed if the violations continue. In 2015, the Water Waste Ordinance was revised, increasing the penalty for the second violation to 50 dollars and the fourth violation to 200 dollars.

On August 4, 2014 the City Council adopted updated Water Supply Shortage Regulations and declared a Level 1 Water Supply Shortage, with the intent of reducing water use by 20% as compared to the previous year. Over the following 8-months, the City's customers achieved a 13.6% water use reduction compared to the same time period in the previous year, which was short of the 20% reduction goal. In May 2015, City staff recommended the implementation of additional water use reduction methods and the declaration of a Level 2 Water Supply Shortage, which was adopted by the City Council. As part of this declaration, additional water reduction methods have been put in place, including but not limited to the prohibition of irrigating public medians with potable water, washing down sidewalks and driveways, and operating a decorative water feature without a recirculation system. The full summary of water use prohibitions and consumption reduction methods for each water supply shortage level is discussed in Chapter 8, as part of the City's Water Shortage Contingency Plan.

9.1.2.2 Metering

California Water Code

526 (a) *Notwithstanding any other provisions of law, an urban water supplier that, on or after January 1, 2004, receives water from the federal Central Valley Project under a water service contract or subcontract... shall do both of the following:*
(1) On or before January 1, 2013, install water meters on all service connections to residential and nonagricultural commercial buildings... located within its service area.

527 (a) *An urban water supplier that is not subject to Section 526 shall do both the following:*
(1) Install water meters on all municipal and industrial service connections located within its service area on or before January 1, 2025.

Since the 1976 adoption of a Water Waste Ordinance, all new connections to the water system have been required to have meters. The City requires the installation of a water meter for any

unmetered customer that installs a swimming pool or constructs an addition to an existing home valued in excess of 5,000 dollars. The City has also worked to convert previous unmetered and flat rate accounts to the new AMR metering system currently in use throughout the City.

9.1.2.3 Conservation Pricing

Currently, the City bills customers at a monthly rate per 100 cubic feet and fixed monthly rates. In December 2015, the City adopted a resolution (**Appendix ____**) to increase the monthly water rate in order to provide sufficient funds to operate, maintain, and improve the water system and to pay debt service for bonds, maintain system facilities, and provide water quality compliance. The City currently does not utilize seasonal rates and has no declining rate structure.

9.1.2.4 Public Education and Outreach

The City has undertaken multiple public information programs to help reduce water consumption and raise public awareness of methods of water conservation.

9.1.2.4.1 Public Information Programs

In order to raise awareness of water conservation, the City implements programs for the purpose of distributing water use information to the public through varying methods, which can include brochures, radio or television broadcasts, or through school programs and videos. Additionally, information on water use conservation can be found on the City website.

The City currently distributes information about water-saving tips, outdoor water use restriction reminders, and water saving information in the local paper, in the monthly bill stuffers, at the City's seasonal farmers market, and at the Hanford Mall.

9.1.2.4.2 School Education Program

As a member of the Kings County Water Education Committee (KCWEC), the City sends representatives to public schools throughout the county to give presentations on water safety and water conservation. KCWEC also provides book covers to schools detailing water conservation and water safety information.

9.1.2.4.3 Residential Water Audits

In 2014, the City started providing residential water audits for members of the community who wished to have their system evaluated. In 2015, the City began auditing Commercial, Institutional, and Industrial users as part of a State Conservation Order.

9.1.2.5 Programs to Assess and Manage Distribution System Real Loss

When water enters the transmission and distribution system, it is difficult to account for the end result of the water. As a means to better account for water use in the system, a water supplier may use a water audit. Unaccounted for water is the difference between the water supplied to the

system and the cumulative total of metered water use. The City's ability to accurately determine the amount of unaccounted for water is complicated by the number of unmetered service connections, and the City has not conducted a formal water auditing and leak detection program at this time. However, the City has been implementing an automated meter reading (AMR) retrofit for its existing connections, allowing City staff to identify users with high consumption rates. Additionally, the new meters allow the City to identify connections with relatively constant consumption rates throughout both day and night, indicating the customer may have a leak. The City identifies these potential leak locations and advises potentially affected customers.

Currently, the City does not meter sewer and hydrant flushing, as well as street sweeping, and the City compares well production with water usage to determine these uses. Additionally, unaccounted for water can be an indicator of leaks, meter errors, water system repair or maintenance, or illegal connections.

The City's annual capital improvement budget currently allocates funds for system repairs, including transmission and distribution mains, as well as pump stations and storage tanks. Leaks within the system are immediately fixed upon detection. The City keeps a record of all repaired leaks in the Public Works Department.

9.1.2.6 Water Conservation Program Coordination and Staffing Support

The Utilities Superintendent is responsible for coordinating and expanding the City's water conservation program as well as providing useful water conservation information to residents through the various public outreach programs. The City employs part-time staff to enforce water use prohibitions and write violations; the City recently hired a full-time water conservation technician to assist with the enforcement of the water conservation program.

9.1.2.7 Other Demand Management Measures – Water-Wise Landscaping

In accordance with Assembly Bill 325, the Water Conservation Landscaping Act, the City has adopted a Water Efficient Landscape Ordinance, which limits the amount of turf in landscaping, requires plant groupings according to water needs, and provides some flexibility to the landscape designer while promoting landscape water efficiency. The Parks Superintendent is responsible for reviewing all commercial landscaping plans for compliance before permits are issued.

To ensure that commercial landscape water use does not exceed allowable levels, the Water Efficient Landscape Ordinance establishes a method of breaking up landscaped areas into zones that have similar water use requirements, either none, low, medium, or high. Based on the water use requirements of each zone, a multiplier is applied to the square footage of the zone and the sum of these zone calculations must not exceed the project's total landscaped area.

9.2 SUBMITTAL TABLES SUMMARY

This chapter does not include any submittal tables.

CHAPTER 10 – PLAN ADOPTION

This chapter summarizes the process for adopting and submitting the UWMP as well as the ways the public can access the adopted UWMP.

Chapter Focus

This chapter outlines the procedures for adopting, submitting, and making the UWMP and WSCP publicly accessible. Transparent adoption and implementation ensure that customers and stakeholders are informed about water management practices and water supply reliability. Public notices and hearings provide opportunities for review and input, while formal adoption incorporates the plans into the City's management strategy, supporting informed decision-making and compliance with statutory requirements.

10.1 PLAN COMPLETION TIMELINE

The 2025 UWMP guidebook allows for the reporting of either calendar year or fiscal year reporting. The City of Hanford has completed this 2025 UWMP based on calendar year reporting, and thus the data was collected through December 31st, 2025, and evaluated as part of this reporting.

10.2 NOTICE OF PLAN PREPARATION

California Water Code

10621 (b)	*Every urban water supplier required to prepare a plan shall … at least 60 days prior to the public hearing on the plan … notify any city or county within which the supplier provides waters supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.*

The City provided notice to relevant stakeholders, summarized in **Table 10-1**, on December 17th, 2025. This notification was issued more than 60 days prior to the public hearing on the 2025 UWMP, meeting the required timeline.

Submittal Table 10-1 Retail: Notification to Cities and Counties

Water Code Section 10621(b) and 10642

City Name	60 Day Notice	Notice of Public Hearing
City of Hanford	Yes	Yes

County Name	60 Day Notice	Notice of Public Hearing
Kings County	Yes	Yes

10.3 NOTICE OF PUBLIC HEARING

California Water Code

10642 — *…Prior to adopting either [the plan or water shortage contingency plan], the urban water supplier shall make both the plan and the water shortage contingency plan available for public inspection and shall hold a public hearing or hearings thereon. Prior to any of these hearings, notice of the time and place of the hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code [see below].. ..*

California Government Code

6066 — *Publication of notice pursuant to this section shall be once a week for two successive weeks. Two publications in a newspaper published once a week or oftener, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the fourteenth day, including therein the first day.*

A notice of the public hearing was published in the local newspaper in accordance with Government Code 6066. Documentation of the public notice is included in **Appendix ____**, and the draft 2025 UWMP was made available for review at various City facilities and on the City's website.

10.4 PUBLIC HEARING AND ADOPTION

California Water Code

10642 — *Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of both the plan and the water shortage contingency plan. Prior to adopting either, the urban water supplier shall make both the plan*

and the water shortage contingency plan available for public inspection and shall hold a public hearing or hearings thereon…. After the hearing or hearings, the plan or water shortage contingency plan shall be adopted as prepared or as modified after the hearing or hearings.

California Government Code

7291 *…every local public agency… serving a substantial number of non-English-Speaking people, shall employ a sufficient number of qualified bilingual persons in public contact positions or as interpreters to assist those in such positions, to ensure provision of information and services in the language of the non-English-speaking person.*

Following the public review, the City held an informational public hearing on _____, 2026, to present the 2025 UWMP and receive comments from the community. Subsequently, the City Council adopted the final 2025 UWMP at a meeting on _____. A copy of the adopting resolution is included in **Appendix ____**.

10.5 PLAN SUBMITTAL

California Water Code

10621 (e) *Each urban water supplier shall update and submit its 2025 plan to the department by July 1, 2026…*

10635 (c) *The urban water supplier shall provide that portion of its urban water management plan prepared pursuant to this article to any city or county within which it provides water supplies no later than 60 days after the submission of its urban water management plan.*

10644 (a)(1) *An urban water supplier shall submit to the department, the California State Library, and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption.*

10.5.1 Submitting a UWMP to DWR

The UWMPA requires water agencies to submit a copy of the adopted 2025 UWMP to the Department of Water Resources within 30 days of adoption and no later than July 1, 2026. Additionally, agencies must provide a copy of the adopted 2025 UWMP to all relevant stakeholders within 30 days of adoption.

10.5.2 Electronic Data Submittal

California Water Code

10644 (a)(2) *The plan, or amendments to the plan, submitted to the department … shall be submitted electronically and shall include any standardized forms, tables, or displays specified by the department.*

The City of Hanford is required to submit the UWMP, along with associated Submittal Tables and any other relevant information, electronically through the WUEdata portal.

10.5.3 Submitting a UWMP to the California State Library

Within 30 days of adoption, the City of Hanford shall submit a copy of the adopted 2025 UWMP, including the adopted WSCP, to the California State Library, either on a compact disc (CD) or as a hard copy.

10.5.4 Submitting a UWMP to Cities and Counties

Within 30 days of adoption, the City of Hanford shall provide a copy of the adopted 2025 UWMP, to each city or county to which the City delivers water.

10.6 PUBLIC AVAILABILITY

California Water Code

10645 (a)	*Not later than 30 days after filing a copy of its plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.*
10645 (b)	*Not later than 30 days after filing a copy of its water shortage contingency plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.*

The UWMPA requires water agencies to submit a copy of the adopted 2025 UWMP to the Department of Water Resources within 30 days of adoption and no later than July 1st, 2026. Additionally, agencies must provide a copy of the adopted 2025 UWMP to all relevant stakeholders within 30 days of adoption.

10.7 DWR REVIEW

Following the submittal of this adopted 2025 UWMP, DWR reviews the report and the submitted workbook for data completeness. Following the review, DWR will issue a letter to the City of Hanford, summarizing the review results, and advising if the 2025 UWMP is deemed complete or if any items need clarifications.

10.8 SUBMITTAL TABLES SUMMARY

This chapter included the following submittal table(s):

- Table 10-1: Notification to Cities and Counties.

APPENDICES

APPENDIX A

DWR Checklist

This appendix shows the checklist of specific UWMP requirements. The California DWR asks the City to complete this checklist as part of their 2025 UWMP. In the table, the City of Hanford has entered information in the far-right column labeled “2025 UWMP Location,” and indicated the section number in their UWMP where a requirement is addressed.

Table A-1 DWR Checklist

Retail (x = required)	Wholesale (x = required)	Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	1	Chapter 1	10615	A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities.	Introduction and overview	n/a	Chapter 1
x	x	1	Chapter 1	10630.5	Each plan shall include a simple description of the Supplier's plan including water availability, future requirements, a strategy for meeting needs, and other pertinent information. Additionally, a Supplier may also choose to include a simple description at the beginning of each chapter.	Plan preparation	n/a	Chapter 1
x	x	2.1	Section 2.1	10620(b)	Every person that becomes a Supplier shall adopt UWMP within one year after it has become a Supplier.	Plan preparation	n/a	Section 2.1
x	n/a	2.5	Section 2.5	10644	Supplier shall report the Public Water Systems number, volume of delivered water, and number of connections that are included in this UWMP.	Plan preparation	2-1	Section 2.1 & Table 2-1
x	x	2.5	Section 2.5	10644	Supplier shall report if this UWMP is an individual UWMP and whether the Supplier belongs to a regional UWMP or regional alliance.	Plan preparation	2-2	Section 2.2 & Table 2-2
x	x	2.5	Section 2.5	10644	Supplier shall report whether the data is in fiscal or calendar years and the units of measure used for reporting water volumes.	Plan preparation	2-3	Section 2.3 & Table 2-3
x	x	2.4	Section 2.4	10642	Provide supporting documentation that the Supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan and contingency plan.	Plan preparation	n/a	Section 2.4, Section 8.12, Section 10.2, Section 10.3 & Section 10.4
x	x	2.4	Section 2.4.2	10620(d)(3)	Coordinate the preparation of its plan with other appropriate agencies in the area, including other Suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	Plan preparation	n/a	Section 2.4
x	n/a	2.4	Section 2.4.1	10631(h)	Retail Suppliers will include documentation that they have provided their Wholesale Supplier(s)—if any—with water use projections from that source.	Plan preparation	2-4 R	Section 2.4 & Table 2-4
n/a	x	2.4	Section 2.4.1	10631(h)	Wholesale Suppliers will provide their Suppliers with identification and quantification of the existing and planned sources of water available from the Wholesale Supplier to the Supplier during various water year types.	Plan preparation	2-4 W	n/a
x	x	3	Chapter 3.0	10631(a)	Describe the Supplier service area.	System description	n/a	Section 3.2

x	x	3.3	Section 3.3	10631(a)	Describe the climate of the Supplier's service area.	System description	n/a	Section 3.3
x	x	3.4	Section 3.4.1	10631(a)	Provide the current and projected service area populations for 2030, 2035, 2040, 2045 and optionally 2050.	System description	3-1	Section 3.4 & Table 3-1
x	x	3.4	Section 3.4.2	10631(a)	Describe other social, economic, and demographic factors affecting the Supplier's water management planning.	System description	n/a	Section 3.1.3 & Section 3.4
x	x	3.5	Section 3.5	10631(a)	Describe the land uses within the service area… include the current and projected land uses within the existing or anticipated service area affecting the Supplier's water management planning. Describe the land uses within the service area.	System description and baselines	n/a	Section 3.1.2
x	Optional	4.2	Sections 4.2.3 and 4.2.4	10631(d)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	System water use	4-1 and 4-2	Section 4.2, Table 4-1 & Table 4-2
x	Optional	4.3	Section 4.3.1	10631(d)(3)(A)	Report the distribution system water loss for each of the five years preceding the plan update.	System water use	4-5	Section 4.3.1 & Table 4-5
x	n/a	4.3	Section 4.3.2	10631(d)(3)(C)	Retail Suppliers shall provide data to show the distribution loss standards were met.	System water use	4-6	Section 4.3.2 & Table 4-6
x	n/a	4.2	Section 4.2.5.4	10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the Supplier.	System water use	4-3	Section 4.2.6 & Table 4-3
x	n/a	4.2	Section 4.2.5.3	10631(d)(4)(A)	In projected water use, include estimates of water savings from adopted codes, plans, and other policies or laws.	System water use	4-3	Section 4.2.4 & Table 4-3
x	n/a	4.2	Section 4.2.5.3	10631(d)(4)(B)	Provide citations of codes, standards, ordinances, or plans used to make water use projections.	System water use	4-3	Section 4.2.4 & Table 4-3
x	n/a	4.2	Section 4.2.5.3	10631(d)(4)(B)(ii)	To the extent that a Supplier reports the information described in subparagraph (A), an urban water Supplier shall… Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.	System water use	4-3	Section 4.2.4 & Table 4-3
x	x	4.2	Section 4.2.5.6	10635(b)	Demands under climate change considerations must be included as part of the drought risk assessment.	System water use	n/a	Section 4.2.7
n/a	x	5.1	Section 5.1	10608.36	Wholesale Suppliers shall include an assessment of present and proposed future measures, programs, and policies to help their Retail Suppliers achieve targeted water use reductions.	Baselines and targets	n/a	n/a

x	n/a	5.2	Section 5.2	10608.4	Retail Suppliers shall report on their compliance in meeting their water use targets. Reporting requirements will vary depending on whether the Supplier: - Was considered an urban retail water supplier in 2020, - Met its 2020 target in 2020, or - Was part of a merger or consolidation since 2020. Chapter 5 Subsections 5.2.1, 5.2.2, and 5.2.3 address each of these situations.	Baselines and targets	5-1	Section 5.2 & Table 5-1
x	x	6.1	Section 6.1	10631(b)(2)	When multiple sources of water supply are identified, describe the management of each supply in relationship to other identified supplies.	System supplies	n/a	Section 6.1
x	x	6.1	Sections 6.1 and 6.2	10631(b)(1)	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought, including changes in supply due to climate change.	System supplies	n/a	Sections 7.2.1
x	x	6.2	Section 6.2.2	10631(b)(4)(C)	Indicate whether groundwater is an existing or planned source of water available to the Supplier. If groundwater is identified as an existing or planned source of water… (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	Water supplies and recycled water	6-1	Section 6.2 & Table 6-1
x	x	6.2	Section 6.2.2	10631(b)(4)(A)	Indicate whether a groundwater sustainability plan or groundwater management plan has been adopted by the Supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	System supplies	n/a	Section 6.2.2
x	x	6.2	Section 6.2.2	10631(b)(4)(B)	Describe the groundwater basin.	System supplies	n/a	Section 6.2.1.1
x	x	6.2	Section 6.2.2	10631(b)(4)(B)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the Supplier has the legal right to pump.	System supplies	n/a	Section 6.2.1.1
x	x	6.2	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins… (include) information as to whether DWR has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin…	Water supplies and recycled water	n/a	Section 6.2.1.2
x	x	6.2	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins… describe efforts by the Supplier to coordinate with sustainability or groundwater agencies to achieve sustainable groundwater conditions.	Water supplies and recycled water	n/a	Section 6.2

x	x	6.2	Section 6.2.2.	10631(b)(4)(C)	If groundwater is identified as an existing or planned source of water… (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	System supplies	n/a	Section 6.2
x	x	6.2	Section 6.2.2	10631(b)(4)(D)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	System supplies	6-9	Section 6.9 & Table 6-9
x	x	6.1	Section 6.1	10631(b)	Identify and quantify the existing and planned sources of water available for 2025, 2030, 2035, 2040, 2045 and optionally 2050.	System supplies	6-8 and 6-9	Section 6.9 & Table 6-8 and 6-9
x	x	6.2	Section 6.2.7	10631(c)	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	System supplies	n/a	Section 6.7
x	n/a	6.2	Section 6.2.5	10633(a)	Describe the wastewater collection and treatment systems in the Supplier's service area with quantified amount of collection and treatment and the disposal methods.	System supplies (recycled water)	6-2	Section 6.5.2.1 & Table 6-2
x	x	6.2	Section 6.2.5	10633(b)	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	System supplies (recycled water)	6-3	Section 6.5.2.2 & Table 6-3
x	x	6.2	Section 6.2.5	10633(c)	Describe the recycled water currently being used in the Supplier's service area.	System supplies (recycled water)	6-4	Section 6.5.4 & Table 6-4
x	x	6.2	Section 6.2.5	10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	System supplies (recycled water)	6-4	Section 6.5.4 & Table 6-4
x	x	6.2	Section 6.2.5	10633(e)	Describe the projected use of recycled water within the Supplier's service area at the end of 5, 10, 15, and 20 years, and describe the actual use of recycled water in comparison to uses previously projected.	System supplies (recycled water)	6-4 and 6-5	Section 6.5.4 & Table 6-4 and 6-5
x	x	6.2	Section 6.2.5	10633(f)	Describe the actions that may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year.	System supplies (recycled water)	6-6	Section 6.5.4 & Table 6-6
x	x	6.2	Section 6.2.5	10633(g)	Provide a plan for optimizing the use of recycled water in the Supplier's service area.	System supplies (recycled water)	n/a	Section 6.5.4
x	x	6.2	Section 6.2.6	10631(g)	Describe desalinated water project opportunities for long-term supply.	System supplies	6-7	Section 6.6
x	x	6.2	Section 6.2.10	10631(f)	Describe the expected future water supply projects and programs that may be undertaken by the water Supplier to address water supply reliability in average, single-dry, and for a period of drought lasting five consecutive water years.	System supplies	6-7	Section 6.8 & Table 6-7

x	x	6.3	Section 6.3 and Appendix O	10631.2(a)	The UWMP must include energy information, as stated in the code, that a Supplier can readily obtain.	System suppliers, energy intensity	O-1A, O-1B, O-1C, and O-2	Section 6.11 & O-1B
x		7.1	Section 7.1	10634	Provide information on the quality of existing sources of water available to the Supplier and the manner in which water quality affects water management strategies and supply reliability.	Water supply reliability assessment	n/a	Section 7.1.3
x	x	7.2	Section 7.2	10635(a)	Service Reliability Assessment: Assess the water supply reliability during normal, dry, and a drought lasting five consecutive water years by comparing the total water supply sources available to the Supplier with the total projected water use over the next 20 years.	Water supply reliability assessment	7-2, 7-3, and 7-4	Section 7.2 & Table 7-2, 7-3, and 7-4
x	x	7.2	Section 7.2.3	10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	Water supply reliability assessment	n/a	Section 7.2.3
x	x	7.3	Section 7.3	10635(b)	Provide a drought risk assessment as part of information considered in developing the demand management measures and water supply projects.	Water supply reliability assessment	n/a	Section 7.3
x	x	7.3	Section 7.3	10635(b)(1)	Include a description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive years.	Water supply reliability assessment	n/a	Section 7.3.1
x	x	7.3	Section 7.3	10635(b)(2)	Include a determination of the reliability of each source of supply under a variety of water shortage conditions.	Water supply reliability assessment	n/a	Section 7.3.2
x	x	7.3	Section 7.3	10635(b)(3)	Include a comparison of the total water supply sources available to the Supplier with the total projected water use for the drought period.	Water supply reliability assessment	7-5	Section 7.3.3 & Table 7-5
x	x	7.3	Section 7.3	10635(b)(4)	Include considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.	Water supply reliability assessment	n/a	Section 7.1.3 & Section 7.3
x	x	8	Chapter 8	10632(a)	Provide a water shortage contingency plan (WSCP) with specified elements below.	Water shortage contingency planning	n/a	Chapter 8
x	x	8	Chapter 8	10632(a)(1)	Provide an analysis of water supply reliability (from Guidebook Chapter 7) in the WSCP.	Water shortage contingency planning	n/a	Section 8.1
x	x	8.2	Section 8.2	10632(a)(2)(A)	Provide the written decision-making process and other methods that the Supplier will use each year to determine its water reliability.	Water shortage contingency planning	n/a	Section 8.2.1

x	x	8.2	Section 8.2	10632(a)(2)(B)	Provide data and methodology to evaluate the Supplier's water reliability for the current year and one dry year pursuant to factors in the code.	Water shortage contingency planning	n/a	Section 8.2.2
x	x	8.3	Section 8.3	10632(a)(3)(A)	Define six standard water shortage levels of 10%, 20%, 30%, 40%, 50% shortage, and greater than 50% shortage. These levels shall be based on supply conditions, including percent reductions in supply, changes in groundwater levels, changes in surface elevation, or other conditions. The shortage levels shall also apply to a catastrophic interruption of supply.	Water shortage contingency planning	n/a	Section 8.3
x	x	8.3	Section 8.3	10632(a)(3)(B)	Suppliers with an existing WSCP that uses different water shortage levels must cross reference their categories with the six standard categories.	Water shortage contingency planning	8-1	Section 8.3, Table 8-1B & Table 8-1
x	x	8.4	Section 8.4	10632(a)(4)(A)	Suppliers with WSCPs that align with the defined shortage levels must specify locally appropriate supply augmentation actions.	Water shortage contingency planning	8-2	Section 8.4.1 & Table 8-2
x	x	8.4	Section 8.4	10632(a)(4)(B)	Specify locally appropriate demand reduction actions to adequately respond to shortages.	Water shortage contingency planning	8-3	Section 8.4.2 & Table 8-3
x	x	8.4	Section 8.4	10632(a)(4)(C)	Specify locally appropriate operational changes.	Water shortage contingency planning	8-2	Section 8.4.3 & Table 8-2
x	x	8.4	Section 8.4	10632(a)(4)(D)	Specify additional mandatory prohibitions against specific water use practices that are in addition to State-mandated prohibitions are appropriate to local conditions.	Water shortage contingency planning	Table 8-3	Section 8.4.4 & Table 8-3
x	x	8.4	Section 8.4	10632(a)(4)(E)	Estimate the extent to which the gap between supplies and demand will be reduced by implementation of the action.	Water shortage contingency planning	8-2 and 8-3	Section 8.4 & Table 8-2 and 8-3
x	x	8.4	Section 8.4.6	10632.5	The UWMP shall include a seismic risk assessment and mitigation plan.	Water shortage contingency plan	n/a	Section 8.4.6
x	x	8.5	Section 8.5	10632(a)(5)(A)	Suppliers must describe that they will inform customers, the public and others regarding any current or predicted water shortages.	Water shortage contingency planning	n/a	Section 8.5
x	x	8.5	Section 8.5	10632(a)(5)(B), 10632(a)(5)(C)	Suppliers must describe that they will inform customers, the public and others regarding any shortage response actions triggered or anticipated to be triggered and other relevant communications.	Water shortage contingency planning	n/a	Section 8.5
x	n/a	8.6	Section 8.6	10632(a)(6)	Retail Supplier must describe how it will ensure compliance with and enforce provisions of the WSCP.	Water shortage contingency planning	n/a	Section 8.6

x	x	8.7	Section 8.7	10632(a)(7)(A)	Describe the legal authority that empowers the Supplier to enforce shortage response actions.	Water shortage contingency planning	n/a	Section 8.7
x	x	8.7	Section 8.7	10632(a)(7)(B)	Provide a statement that the Supplier will declare a water shortage emergency per Water Code Chapter 3. *Water Shortage Emergencies*.	Water shortage contingency planning	n/a	Section 8.7.1
x	x	8.7	Section 8.7	10632(a)(7)(C)	Provide a statement that the Supplier will coordinate with any city or county within which it provides water for the possible proclamation of a local emergency.	Water shortage contingency planning	n/a	Section 8.7.2
x	x	8.8	Section 8.8	10632(a)(8)(A)	Describe the potential revenue reductions and expense increases associated with activated shortage response actions.	Water shortage contingency planning	n/a	Section 8.8
x	x	8.8	Section 8.8	10632(a)(8)(B)	Provide a description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions.	Water shortage contingency planning	n/a	Section 8.8 & Table 8-4
x	n/a	8.8	Section 8.8	10632(a)(8)(C)	Retail Suppliers must describe the cost of compliance with Water Code Chapter 3.3, *Excessive Residential Water Use During Drought*.	Water shortage contingency planning	n/a	Section 8.8
x	n/a	8.9	Section 8.9	10632(a)(9)	Retail Suppliers must describe the monitoring and reporting requirements and procedures that ensure appropriate data are collected, tracked, and analyzed for purposes of monitoring customer compliance.	Water shortage contingency planning	n/a	Section 8.9
x	x	8.10	Section 8.10	10632(a)(10)	Describe reevaluation and improvement procedures for monitoring and evaluation the WSCP to ensure risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented.	Water shortage contingency planning	n/a	Section 8.10
x	n/a	8.11	Section 8.11	10632(b)	Analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.	Water shortage contingency planning	n/a	Section 8.11
x	x	8.12	Section 8.12	10632(c)	Make available the WSCP to customers and any city or county where it provides water within 30 days after adoption of the plan.	Water shortage contingency planning	n/a	Section 8.12
x	n/a	9.1	Sections 9.1	10631(e)(1)	Retail Suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Demand management measures	n/a	Section 9.1
n/a	x	9.2	Sections 9.2	10631(e)(2)	Wholesale Suppliers shall describe specific demand management measures listed in code, their distribution system asset management program, and Supplier assistance program.	Demand management measures	n/a	n/a

x	n/a	10	Chapter 10	10608.26(a)	Retail Suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets (recommended to discuss compliance).	Plan adoption, submittal, and implementation	n/a	n/a
x	x	10.2	Section 10.2.1	10621(b)	Notify, at least 60 days prior to the public hearing, any city or county within which the Supplier provides water that the Supplier will be reviewing the UWMP and considering amendments or changes to the plan.	Plan adoption, submittal, and implementation	10-1	Section 10.2 & Table 10-1
x	x	10.4	Section 10.4	10621(f)	Each urban water Supplier shall update and submit its 2025 plan to DWR by July 1, 2026.	Plan adoption, submittal, and implementation	n/a	Section 10.5
x	x	10.2	Sections 10.2.2, 10.3, and 10.5	10642	Provide supporting documentation that the Supplier made the UWMP and WSCP available for public inspection, published notice of the public hearing, and held a public hearing about the UWMP and WSCP.	Plan adoption, submittal, and implementation	n/a	Section 10.6
x	x	10.2	Section 10.2.2	10642	The Supplier is to provide the time and place of the hearing to any city or county within which the Supplier provides water.	Plan adoption, submittal, and implementation	10-1	Section 10.2~~.2~~ & Table 10-1
x	x	10.3	Section 10.3.2	10642	Provide supporting documentation that the UWMP and WSCP has been adopted as prepared or modified.	Plan adoption, submittal, and implementation	n/a	n/a
x	x	10.4	Section 10.4	10644(a)	Provide supporting documentation that the Supplier has submitted their UWMP to the California State Library.	Plan adoption, submittal, and implementation	n/a	Section 10.5.3
x	x	10.4	Section 10.4	10644(a)(1)	Provide supporting documentation that the Supplier has submitted their UWMP to any city or county within which the Supplier provides water no later than 30 days after adoption.	Plan adoption, submittal, and implementation	n/a	Sections 10.5
x	x	10.4	Sections 10.4.1 and 10.4.2	10644(a)(2)	The UWMP, or amendments to the UWMP, submitted to DWR shall be submitted electronically.	Plan adoption, submittal, and implementation	n/a	Sections 10.5~~.2~~
x	x	10.7	Section 10.7.2	10644(b)	If revised, submit a copy of the WSCP to DWR within 30 days of adoption.	Plan adoption, submittal, and implementation	n/a	Section 10.5
x	x	10.5	Section 10.5	10645(a)	Provide supporting documentation that, not later than 30 days after filing a copy of its UWMP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	n/a	Section 10.6
x	x	10.5	Section 10.5	10645(b)	Provide supporting documentation that, not later than 30 days after filing a copy of its WSCP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	n/a	Section 10.6

x	x	10.6	Section 10.6	10621(c)	If Supplier is regulated by the Public Utilities Commission, include its plan and contingency plan as part of its general rate case filings.	Plan adoption, submittal, and implementation	n/a	n/a

APPENDIX B

DWR Submittal Tables

Submittal Table 2-1 Retail: Public Water Systems			
Has there been a change in the number of affiliated Public Water Systems since the 2020 UWMP? (OPTIONAL)			
Public Water System Number	Public Water System Name	Number of Municipal Connections 2025	Volume of Water Supplied 2025 (AF)
1610003	City of Hanford	17,411	11,654
	Total	17,411	11,654

DWR NOTES:

Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Table 2-3.

NOTES:

Submittal Table 2-2: Plan Identification			
Select One or Both	**Type of Plan**		**Name of Regional Alliance or RUWMP** (Drop Down List)
☑	**Individual UWMP**		
	☐	Water Supplier is also a member of a SB X7-7 Regional Alliance	
☐	**Regional Urban Water Management Plan (RUWMP)**		
NOTES:			

Submittal Table 2-3: Supplier Identification	
Type of Supplier (select one or both)	
☐	Supplier is a wholesale supplier
☑	Supplier is a retail supplier
Fiscal or Calendar Year (select one)	
☑	UWMP Tables are in calendar years
☐	UWMP Tables are in fiscal years
If using fiscal years provide month and date that the fiscal year begins (mm/dd)	
Units of measure used in UWMP (Select from the drop down list).	
Unit	AF
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3.	
NOTES:	

Submittal Table 2-4 Retail: Water Supplier Information Exchange **Water Code Section 10631(h)**
The retail Supplier has informed the following wholesale supplier(s) of projected water use in accordance with Water Code Section 10631 (h).
Wholesale Water Supplier Name
Add additional rows as needed
Kings County Water District
Kings County Water Comission
NOTES:

10631(h) An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available.

Submittal Table 3-1 Retail: Population - Current and Projected Water Code Section 10631(a)						
Population Served	2025	2030	2035	2040	2045	2050(opt)
	61,238	65,002	68,996	73,237	77,738	82,515
NOTES:						

CWC 10631(a) describe the current and projected population of the service area including current and projected population…

Submittal Table 4-1 Retail: 2025 Actual Total Uses for Potable and Non-Potable Water Water Code Section 10631(d)(1)			
Use Type	Additional Description (as needed)	2025 Actual Water Use	
Drop down list May select each use multiple times These are the only use types that will be recognized by the WUEdata online submittal tool		Level of Treatment When Delivered (OPTIONAL) Drop down list	Volume (AF)
Add additional rows as needed			
Single Family		Potable	5,970
Multi-Family		Potable	946
Commercial		Potable	1,132
Industrial		Potable	315
Landscape		Potable	697
Other (optional)		Potable	933
Distribution System Water Loss		Potable	1,661
		Subtotal Potable	11654
		Subtotal Non-Potable	0
		Total	11,654
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.			
NOTES:			

CWC 10631(d)(1) For an urban retail water supplier, quantify, to the extent records are available, past and current water use…identifying the uses among water use sectors including but not limited to:

Submittal Table 4-2 Retail: Total Uses of Potable, and Non-Potable Water - Projected
Water Code Section 10631(d)(1)

Use Type	Additional Description (as needed)	Projected Water Use (Report To the Extent that Records are Available)					
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool		Level of Treatment When Delivered (OPTIONAL) Drop down list	**2030**	**2035**	**2040**	**2045**	**2050** (opt)
			(AF)	(AF)	(AF)	(AF)	(AF)
Add additional rows as needed.							
Single Family		Potable	6,026	6,396	6,789	7,207	7,650
Multi-Family		Potable	954	1,013	1,075	1,141	1,211
Commercial		Potable	1,143	1,213	1,288	1,367	1,451
Industrial		Potable	318	338	359	381	404
Landscape		Potable	703	746	792	841	893
Other (optional)		Potable	942	1,000	1,061	1,127	1,196
Distribution System Water Loss		Potable	1,676	1,779	1,889	2,005	2,128
		Subtotal Potable	11,763	12,486	13,253	14,068	14,932
		Subtotal Non-Potable	0	0	0	0	0
		Total	11,763	12,486	13,253	14,068	14,932

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

NOTES:

CWC 10631(d)(1) For an urban retail water supplier, quantify, to the extent records are available... projected water use…identifying the uses among water use sectors…

Submittal Table 4-3 Retail: Inclusion in Water Use Projections Water Code Section 10631 (a), 10631 (d)(4)(A), and 10631 (d)(4)(B)	
Are Future Water Savings Included in Projections? (Refer to Appendix K of UWMP Guidebook) **Drop down list (y/n)**	Yes
If "Yes" to above: State the section or page number, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found. **OPTIONAL** Suppliers may complete Optional Submittal Table 4-4 R to quantify the expected savings.	4.2
Are Lower Income Residential Demands Included In Projections? (Refer to Appendix K of UWMP Guidebook) **Drop down list (y/n)**	Yes
OPTIONAL If the method for accounting Lower Income Residential Demands has been included, provide page number where this accounting can be found. (An example is included in Appendix K.)	
NOTES:	

CWC10631 (d) (4) (A) Water use projections, where available, shall display and account for water savings estimated to result from adopted codes, standards, ordinances, or transpotation and land use plans identified by the urban water supplier, as applicable to the service area.

CWC 10631 (d) (4) (B) to the extent that an urban water supplier reports the information described in subparagraph (A), an urban water supplier shall do both of the following: (i) Provide citations of the various codes, standards, ordinances or transportation and land use plans utilized in making the projections.
(ii) Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.
CWC 10631(a) Water use projections required by section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as identified in the housing element of any city, county, or city and county, in the service area of the supplier .

OPTIONAL Submittal Table 4-4 Retail: Passive Water Savings Projections Water Code Section 10631(d)(4)(A)					
Description (Codes, Standards, Ordinances, or Plans)	Passive savings				
	2030	2035	2040	2045	2050 (opt)
	(AF)	(AF)	(AF)	(AF)	(AF)
Add additional rows as needed					
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.					
NOTES:					

Water Code Section 10631(d)(4)(A) Water use projections, where available, shall display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area.

Submittal Table 4-5 Retail: Water Loss Audit Reporting Water Code Section 10631(d)(3)(A)		
Public Water System ID # Reported in Table 2-1 R	Reporting Period	Submitted to DWR Water Loss Audit Program (yes/no)
Report submittal status for all five years for each Public Water System as available. Add rows as needed		
CA1610003	2020	Yes
	2021	Yes
	2022	Yes
	2023	Yes
	2024	Yes
DWR NOTES: Suppliers will provide a link to the WUEdata submittals of their Water Loss Audit Reports.		
NOTES: https://wuedata.water.ca.gov/		

CWC 10631(d)(3) (A) The distribution system water loss shall be quantified for each of the five years preceding the plan update, in accordance with rules adopted pursuant to Section 10608.34.

Submittal Table 4-6 Retail: Progress Towards 2028 Water Loss Standard
Water Code Section 10631(d)(3)(C)

Public Water System ID # Reported in Submittal Table 2-1 R	Did the Water Board Calculate a Water Loss Standard for this Public Water System? (y/n) If no, Supplier will not complete this row.	Real Water Loss					Apparent Water Loss				
		State Water Board Standard		Most Recent AWWA Water Loss Audit			State Water Board Standard		Most Recent AWWA Water Loss Audit		
		2028 Real Water Loss Standard per Unit per day	Units for Real Water Loss Drop down list	Number of Units (Connections or Miles corresponding with units selected)	Volume of Total Real Loss (from AWWA Water Loss Audit) (AF)	Real Water Loss Per Unit per Day	2028 Apparent Water Loss Standard per Unit per Day	Units for Apparent Water Loss	Number of Connections	Volume of Total Apparent Loss (from AWWA Water Loss Audit) (AF)	Apparent Water Loss Per Unit per Day
Add additional rows as needed.											
CA1610003	Yes	12.8908	Gallons per Service Connection per Day (GPSCD)	17411	1334	68.4	9.3	Gallons per Service Connection per Day (GPSCD)	17411	97	5.0

Water Board's Calculated Water Loss Standards

DWR NOTES: Units of measure (AF, CCF, MG) for Water Loss **MUST** remain consistent with units reported in Submittal Table 2-3. The units reported in Submittal Table 2-3 are used in this table's calculations.

NOTES:

CWC 10631(d)(3)(C) In the plan due July 1, 2021, and in each update thereafter, data shall be included to show whether the urban retail water supplier met the distribution loss standards enacted by the board pursuant to Section 10608.34.

Submittal Table 5-1 Retail: SB X7-7 2020 Target Progress Water Code Section 10608.40						
☐	**Check the box if the Supplier was not an Urban Water Supplier during or before the 2020 UWMP reporting cycle. Proceed to the next table.**					
Was Supplier part of a merger or consolidation since 2020?	Regional Alliance Target or Individual Target? Drop down list	2020 Target	Actual 2020 GPCD	Did Supplier Achieve Targeted Reduction for 2020?	**Only for suppliers that did not meet the Target in 2020** **See DWR NOTES below.**	
					Actual 2025 GPCD (From SB X7-7 Compliance Form)	Did Supplier meet the 2020 Target in 2025?
No	Individual Target	179	171	Yes		NA
DWR NOTES: **Suppliers calculating a 2025 GPCD** will need to complete and submit SB X 7-7 Compliance Tables to verify the use of SB X7-7 Methodologies. **Suppliers that were part of a merger or consolidation since 2020** see Chapter 5 and Appendix P for guidance. NA=Not Applicable						
NOTES:						

10608.40 Urban water retail suppliers shall report to the department on their progress in meeting their urban water use targets as part of their urban water management plans submitted pursuant to Section 10631.

Submittal Table 6-1 Retail: Groundwater Volume Pumped Water Code Section 10631(4) and 10631(4)(c)							
☐	Check the box if the Supplier does not pump groundwater. Proceed to the next table.						
☐	Check the box if all or part of the groundwater described below is desalinated. (OPTIONAL)						
Groundwater Type **Drop Down List** May use each category multiple times	Water Type (OPTIONAL) **Drop down list**	Location or Basin Name	2021 (AF)	2022 (AF)	2023 (AF)	2024 (AF)	2025 (AF)
Add additional rows as needed							
Alluvial Basin	Potable	Hanford - Kings County Wells	11826	11753	11887	11741	11654
		Total	11,826	11,753	11,887	11,741	11,654
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.							
NOTES							

10631(4) If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information:

(C) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

Submittal Table 6-2 Retail: Wastewater Collected Within Service Area in 2025 Water Code Section 10633(a)				
☐	Check the box if there is no wastewater collection system. Proceed to the next table.			
	Percentage of 2025 service area served by wastewater collection system (OPTIONAL)			
	Percentage of 2025 service area population served by wastewater collection system (OPTIONAL)			
Wastewater Collection			**Recipient of Collected Wastewater**	
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? OPTIONAL **Drop Down List**	Volume of Wastewater Collected from UWMP Service Area 2025 (AF)	Name of Wastewater Treatment Plant (WWTP) and Place ID Number **Drop down list**	Is WWTP Located Within UWMP Area? **Drop Down List**
Add additional rows as needed				
City of Hanford		6,413	Hanford WWTF, Place ID 273118	Yes
Total Wastewater Received from UWMP Service Area in 2025:		6,413		
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3. **Additional Guidance**. See Appendix M, Section M.21 for detailed guidance on this table.				
NOTES:				

CWC 10633 (a) (a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.

Submittal Table 6-3 Retail: Wastewater Treatment and Outcomes Within UWMP Service Area in 2025
Water Code Section 10633(a)

☑ **Check the box if no wastewater is treated or disposed of within the UWMP service area.**
Proceed to the next table.

Wastewater Treatment Plant Name and Place ID Number **Drop down list**	Does This Plant Treat Wastewater Generated Outside the UWMP Service Area? (OPTIONAL) **Drop down list**	2025 Volume of Wastewater Received from UWMP Service Area (As Reported in Submittal Table 6-2 R)	Total 2025 Volume of Water Treated	**2025 Outcomes of Treated Wastewater**										
				Water Recycled Within UWMP Service Area (enter data as applicable)		**Water Recycled Outside of UWMP Service Area** (enter data as applicable)		**Effluent Discharge that is not a Permitted Recycled Water Use** (enter data as applicable)		**Required Discharge for Instream Flow** (enter data as applicable)		**Delivered to Another Entity for Additional Treatment** (enter data as applicable)		
				Treatment Level **Drop down list**	Volume	Treatment Level **Drop down list**	Volume	Treatment Level **Drop down list**	Volume	Treatment Level **Drop down list**	Volume	Treatment Level **Drop down list**	Volume	Name of other entity
		(AF)	(AF)		(AF)		(AF)		(AF)		(AF)		(AF)	
Add additional rows as needed														
Hanford WWTF, Place ID 273118	No	6413	6,413			Secondary, Disinfected - 23	6,413							
Total		6,413	6,413		0		6,413		0		0		0	

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
IPR: Indirect Potable Reuse would have the treatment level of its end use requirement in the Level of Treatment drop-down.
Additional Guidance. See Appendix M, Section M.21 for detailed guidance on this table.

NOTES:

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier...and shall include all of the following:
(b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.

Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area
Water Code Section 10633 (c)(e)

☑	Check box if recycled water is not used and is not planned for use within the service area of the supplier. The supplier will only complete the column on "Potential Recycled Water Use" and submit an accompanying narrative on the feasibility of that potential recycled water use.

Name(s) of Facility/ies Producing (Treating) the Recycled Water (OPTIONAL) :	
Name of Supplier Operating the Recycled Water Distribution System (OPTIONAL) :	
Supplemental Water Added in 2025 (volume) Include units (OPTIONAL) :	
Source of 2025 Supplemental Water (OPTIONAL) :	

Use Type **Drop down list**	Water Type (after treatment if treated) (OPTIONAL) **Drop down list**	Additional Information (as needed)	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (opt) (AF)	**Potential Recycled Water Use** Volume	**Potential Recycled Water Use** Narrative page number (OPTIONAL)
Add additional rows as needed										
		Total	0	0	0	0	0	0	0	0

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
Additional Guidance. See Appendix M, Section M.21 for detailed guidance on this table.
Potential recycled water use - a description of the feasibility of these uses must be included in the narrative.
Multiple Producers: If you have multiple recycled water producers, submit a separate table for each.

NOTES:

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier... and shall include...
(c) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use
(e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of

Submittal Table 6-5 Retail: 2020 UWMP Recycled Water Use Projection Compared to 2025 Actual
Water Code Section 10633 (e)

☑	Check the box if recycled water was not used in 2025 nor previously projected for use in 2020. Proceed to the next table.

Use Type Drop Down list	2020 Projection for 2025 (AF)	2025 Actual Use (AF)
Add additional rows as needed		
Total	0	0

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure reported in Submittal Table 2-3
Additional Guidance. See Appendix M, Section M.21 for detailed guidance on this table.

NOTES:

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following: (e) ...a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision

Submittal Table 6-6 Retail: Methods to Encourage Future Recycled Water Use Water Code Section 10633 (f)			
☑	Check the box if the Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.		
	Provide page location of narrative in the UWMP		
Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use (AF)
Add additional rows as needed			
		Total (AF)	0
		Unit Conversion to AF	0
DWR NOTES: **Units of measure** (AF, CCF, MG) MUST remain consistent with units reported in Submittal Table 2-3. The units reported in Submittal Table 2-3 are used in this table's calculations. **The unit conversion to Acre Feet** addresses the Water Code's requirement that this value be provided in acre-feet.			
NOTES:			

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the serv`ice area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following:
(f) a description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre feet of recycled water used per year.

Submittal Table 6-7 Retail: Expected Future Water Supply Projects or Programs Water Code Section 10631 (f)							
☐	Check the box if there are no expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Procees to the next table.						
☐	Check the box if some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.						
	Provide page location of narrative in the UWMP						
Name of Future Projects or Programs	Joint Project with other suppliers?		Additional Description (as needed)	Water Type (after treatment if treated) (OPTIONAL) **Drop Down list**	Planned Implementation Year	Planned for Use in Year Type **Drop Down List**	Expected Increase in Water Supply to Supplier (This may be a range)
	Drop Down List (yes/no)	If Yes, Supplier Name					(AF)
Add additional rows as needed							
Additional Wells (Well 51 and Well 52)	No		Two new wells; currently constructed but not supplying water	Potable	2025-2030	All Year Types	5,400
Sand Slough - Houston Avenue Pipeline Project	No		Pipeline expansion boosting Sand Slough recharge capacity	Non-Potable	2025-2030	All Year Types	25
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure reported in Submittal Table 2-3.							
NOTES:							

10631 (f) Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water use, as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in normal and single-dry water years and for a period of drought lasting five consecutive water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.

Submittal Table 6-8 Retail: Water Supplies — 2025 Actual Water Code Section 10631 (b)				
Water Supply		**2025**		
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Description (as needed)	**Water Type** (after treatment if treated) (OPTIONAL) **Drop Down list**	**Actual Volume**	**Total Entitlement** (OPTIONAL) See "DWR Notes" below
			(AF)	(AF)
Add additional rules as needed				
Groundwater (not desalinated)		Potable	11,654	
Recycled Water		Non-Potable	6,413	
		Subtotal Potable	11,654	0
		Subtotal Non-Potable	6,413	0
		Total	18,067	0
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3. **Total Entitlement:** e.g. Water Right, Groundwater Allocation, Contracted Amount.				
NOTES:				

10631. A plan shall be adopted in accordance with this chapter that shall do all of the following... (b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a), providing supporting and related information...

OPTIONAL Submittal Table 6-8DS: Source Water Desalination by Urban Water Supplier

☐ Check the box if the Supplier does not reduce salinity in either groundwater or surface water prior to distribution.

Desalination Facility **Drop Down list**	Plant Capacity	Intake Type **Drop down list**	Source Water Type **Drop down list**	Influent TDS	Brine Discharge **Drop down list**	Volume of Water Desalinated					Name(s) of Agencies that Receive this Water
						2021	**2022**	**2023**	**2024**	**2025**	
						(AF)	(AF)	(AF)	(AF)	(AF)	
Add additional rows as needed											
					Total	0	0	0	0	0	

DWR NOTES:

Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submital Table 2-3. This table identifies the units of measure reported in Submittal Table 2-3.

NOTES:

Submittal Table 6-9 Retail: Water Supplies — Projected
Water Code Section 10631 (b)

Water Supply			Projected Water Supply (Report to the Extent Practicable)									
			2030		2035		2040		2045		2050 (opt)	
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Detail on Water Supply	**Water Type** (after treatment if treated) (OPTIONAL) **Drop Down list**	Reasonably Available Volume	Total Entitlement (OPTIONAL) See "DWR Notes" below	Reasonably Available Volume	Total Entitlement (OPTIONAL) See "DWR Notes" below	Reasonably Available Volume	Total Entitlement (OPTIONAL) See "DWR Notes" below	Reasonably Available Volume	Total Entitlement (OPTIONAL) See "DWR Notes" below	Reasonably Available Volume	Total Entitlement (OPTIONAL) See "DWR Notes" below
			(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)
Add additional rows as needed												
Groundwater (not desalinated)		Potable	11,654		11,654		11,654		11,654		11,654	
Recycled Water		Non-Potable	5,077		5,318		5,569		5,833		6,109	
Subtotal Potable			11,654	0	11,654	0	11,654	0	11,654	0	11,654	0
Subtotal Non-Potable			5,077	0	5,318	0	5,569	0	5,833	0	6,109	0
Total			16,731	0	16,972	0	17,223	0	17,487	0	17,763	0

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.
Total Entitlement: e.g. Water Right, Groundwater Allocation, Contracted Amount.

NOTES:

10631. A plan shall be adopted in accordance with this chapter that shall do all of the following... (b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a), providing supporting and related information, including all of the following

Optional Submittal Table O-1A: Recommended Energy Reporting - SINGLE DELIVERY PRODUCT - WATER SUPPLY PROCESS APPROACH

Water Delivery Product drop down list (If delivering more than one type of product recommend using Table O-1C)		Only for Water Delivery Products Under the Urban Water Supplier's Operational Control								
Start Date of Reporting Period		Water Management Process							Non-Consequential Hydropower (if applicable)	
End Date of Reporting Period										
Is upstream embedded energy included in the values reported?										
		Units for Water Volume	Extract and Divert	Place into Storage	Conveyance	Treatment	Distribution	**Total Utility** See DWR NOTES	Hydropower	Net Utility
Volume of Water Entering Process		AF								0
Energy Consumed (kWh)		N/A						0		0
Energy Intensity (kWh/vol. converted to MG)		N/A	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00

DWR NOTES: Total Utility: The volume of water entered in the "Total Utility" column should equal the volume of water entering the distribution system (excluding recycled water); in most cases, this is the total volume calculated in UWMP Table 4-1: 2025 Actual Total Uses for Potable and Non-Potable Water. Note if recycled water is included in your Submittal Table 4-1, you must exclude it from your volume in this table.

Quantity of Self-Generated Renewable Energy

0 kWh

Data Quality (Estimate, Metered Data, Combination of Estimates and Metered Data)

Data Quality Narrative:

Narrative:

NOTES:

10631.2. (a) In addition to the requirements of Section 10631, an urban water management plan shall include any of the following information that the urban water supplier can readily obtain:

(1) An estimate of the amount of energy used to extract or divert water supplies.
(2) An estimate of the amount of energy used to convey water supplies to the water treatment plants or distribution systems.

(3) An estimate of the amount of energy used to treat water supplies.
(4) An estimate of the amount of energy used to distribute water supplies though its distribution systems.

(5) An estimate of the amount of energy used for treated water supplies in comparison to the amount used for nontreated water supplies.
(6) An estimate of the amount of energy used to place water into or withdraw from storage.

(7) Any other energy-related information the urban water supplier deems appropriate.

10631.2 (b) The Department shall include in its guidance for the preparation of urban water management plans a methodology for the voluntary calculation or estimation of the energy intensity of urban water systems.

Optional Submittal Table O-1B: Recommended Energy Reporting - SINGLE DELIVERY PRODUCT - TOTAL UTILITY APPROACH

Water Delivery Product drop down list (If delivering more than one type of product recommend using Table O-1C)	Retail Potable Deliveries	**Only for Water Delivery Products Under the Urban Water Supplier's Operational Control**		
Start Date of Reporting Period	1/1/2025	**Sum of All Water Management Processes**	**Non-Consequential Hydropower**	
End Date of Reporting Period	12/31/2025			
Is upstream embedded energy in the values reported?				
Units of Measure for Water	(AF)	**Total Utility** See DWR NOTES	**Hydropower**	**Net Utility**
Volume of Water Entering Process		11,654		11,654
Energy Consumed (kWh)		9,068,734		9,068,734
Energy Intensity (kWh/vol. converted to MG)		2,388	-	2,388

DWR NOTES:

Total Utility: The volume of water entered in the "Total Utility" column should equal the volume of water entering the distribution system (excluding recycled water); in most cases, this is the total volume calculated in UWMP Table 4-1: 2025 Actual Total Uses for Potable and Non-Potable Water. Note if recycled water is included in your Submittal Table 4-1, you must exclude it from your volume in this table.

Quantity of Self-Generated Renewable Energy

Data Quality (Estimate, Metered Data, Combination of Estimates and Metered Data)

Data Quality Narrative:

Narrative:

NOTES:

10631.2. (a) In addition to the requirements of Section 10631, an urban water management plan shall include any of the following information that the urban water supplier can readily obtain:
(1) An estimate of the amount of energy used to extract or divert water supplies.
(2) An estimate of the amount of energy used to convey water supplies to the water treatment plants or distribution systems.
(3) An estimate of the amount of energy used to treat water supplies.
(4) An estimate of the amount of energy used to distribute water supplies though its distribution systems.

(5) An estimate of the amount of energy used for treated water supplies in comparison to the amount used for nontreated water supplies.
(6) An estimate of the amount of energy used to place water into or withdraw from storage.

(7) Any other energy-related information the urban water supplier deems appropriate.

10631.2 (b) The Department shall include in its guidance for the preparation of urban water management plans a methodology for the voluntary calculation or estimation of the energy intensity of urban water systems.

Optional Submittal Table O-1C: Recommended Energy Reporting - MULTIPLE WATER DELIVERY PRODUCTS - WATER PROCESS APPROACH

Start Date of Reporting Period		Only for Water Delivery Products Under the Urban Water Supplier's Operational Control							
End Date of Reporting Period									
Is upstream embedded energy in the values reported?		Water Management Processes						Non-Consequential Hydropower (if applicable)	
Units of Measure for Water	(AF)								
		Extract and Divert	Place into Storage	Conveyance	Treatment	Distribution	Total Utility See DWR NOTES	Hydropower	Net Utility
Total Volume of Water Entering Each Process for All Product Types									N/A
Retail Potable Deliveries (%)							Enter in Column C of table below		
Retail Non-Potable Deliveries (%)									
Wholesale Potable Deliveries(%)									
Wholesale Non-Potable Deliveries (%)									
Agricultural Deliveries (%)									
Environmental Deliveries (%)									
Other (%)									
Total Percentage [must equal 100%]		0%	0%	0%	0%	0%	N/A	0%	N/A
Total Energy Consumed by Each Process for All Product Types (kWh)							0		0
Energy Intensity (kWh/vol. converted to MG)		0.0	0.0	0.0	0.0	0.0	N/A	0.0	N/A

DWR NOTES: The volume of water entered in the "Total Utility" column should equal the volume of water entering the distribution system (excluding recycled water); in most cases, this is the total volume calculated in UWMP Table 4-1: 2025 Actual Total Uses for Potable and Non-Potable Water. Note if recycled water is included in your Submittal Table 4-1, you must exclude it from your volume in this table.

Product Type	Delivery Volume by Product (volume units defined above)	Total Energy Intensity (kWh/volume)	Net Energy Intensity (kWh/volume)
Retail Potable		-	-
Retail Non-Potable		-	-
Wholesale Potable		-	-
Wholesale Non-Potable		-	-
Agricultural		-	-
Environmental		-	-
Other		-	-
Total of All Products	**0**	**0.0**	**-**

DWR NOTES: The volume of water entered in the "Total Utility" column should equal the volume of water entering the distribution system (excluding recycled water); in most cases, this is the total volume calculated in UWMP Table 4-1: 2025 Actual Total Uses for Potable and Non-Potable Water. Note if recycled water is included in your Submittal Table 4-1, you must exclude it from the volume reported in Table O1-C..

Quantity of Self-Generated Renewable Energy
kWh

Data Quality (drop down)

Data Quality Narrative:

Narrative:

NOTES:

Optional Submittal Table O-2: Recommended Energy Reporting - WASTEWATER AND RECYCLED WATER					
Start Date of Reporting Period		Only for Water Delivery Products Under the Urban Water Supplier's Operational Control			
End Date of Reporting Period					
Is upstream embedded energy in the values reported?		Water Management Process			
Units of Measure for Water	(AF)	Collection / Conveyance	Treatment	Discharge / Distribution	Total
Volume of Wastewater Entering Process (volume units selected above)					0
Wastewater Energy Consumed (kWh)					0
Wastewater Energy Intensity (kWh/volume)		0.0	0.0	0.0	0.0
Volume of Recycled Water Entering Process (volume units selected above)					0
Recycled Water Energy Consumed (kWh)					0
Recycled Water Energy Intensity (kWh/volume converted to MG)		0.0	0.0	0.0	0.0

Quantity of Self-Generated Renewable Energy related to recycled water and wastewater operations

kWh

Data Quality (drop down)

Data Quality Narrative:

Narrative:

NOTES:

OPTIONAL Submittal Table 7-1 Retail: Basis of Water Year Data (Reliability Assessment)

Year Type	Base Year If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 2024-2025, use 2025	Available Supplies if Year Type Repeats	
		☐	Check the box if quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. **Location:** [insert location from UWMP]
		Quantification of available supplies is provided in this table as either volume only, percent only, or both.	
		Volume Available AF	**% of Average Supply**
Average Year	2000	9649	100%
Single-Dry Year	1984	8074	84%
Consecutive Dry Years 1st Year	1987	8964	93%
Consecutive Dry Years 2nd Year	1988	8673	90%
Consecutive Dry Years 3rd Year	1989	8470	88%
Consecutive Dry Years 4th Year	1990	8252	86%
Consecutive Dry Years 5th Year	1991	8402	87%

DWR NOTES: Supplier may use multiple versions of Submittal Table 7-1 R if different water sources have different base years and the supplier chooses to report the base years for each water source separately. If a Supplier uses multiple versions of Submittal Table 7-1 R, in the "Note" section of each submittal table, state that multiple versions of Submittal Table 7-1 R are being used and identify the particular water source that is being reported in each submittal table.
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table reports the units of measure reported in Submittal Table 2-3.

NOTES:

Submittal Table 7-2 Retail: Normal Year Supply and Use Comparison Water Code Section 10635 (a)					
	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (Opt) (AF)
Supply totals (autofill from Submittal Table 6-9 R)	16,731	16,972	17,223	17,487	17,763
Use totals (autofill from Submittal Table 4-2 R)	11,763	12,486	13,253	14,068	14,932
Surplus/(shortfall)	4,968	4,486	3,970	3,419	2,831
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					
DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES:					

10635. (a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment **shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments,** for a **normal**

Submittal Table 7-3 Retail: Single Dry Year Supply and Use Comparison Water Code Section 10635(a)					
	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (Opt) (AF)
Supply totals	16,731	16,972	17,223	17,487	17,763
Use totals	13,174	13,984	14,844	15,756	16,724
Surplus/(shortfall)	3,557	2,988	2,379	1,731	1,039
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					
DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES					

10635. (a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment **shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments,** for a normal water year, a **single dry water year**, and a drought lasting five consecutive water years.

Submittal Table 7-4 Retail: Multiple Dry Years Supply and Use Comparison Water Code Section 10635(a)						
		2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (Opt) (AF)
First year	Supply totals	16,731	16,972	17,223	17,487	17,763
	Use totals	13,174	13,984	14,844	15,756	16,724
	Surplus/(shortfall)	3,557	2,988	2,379	1,731	1,039
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Second year	Supply totals	16,731	16,972	17,223	17,487	17,763
	Use totals	13,174	13,984	14,844	15,756	16,724
	Surplus/(shortfall)	3,557	2,988	2,379	1,731	1,039
	OPTIONAL WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Third year	Supply totals	16,731	16,972	17,223	17,487	17,763
	Use totals	13,174	13,984	14,844	15,756	16,724
	Surplus/(shortfall)	3,557	2,988	2,379	1,731	1,039
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Fourth year	Supply totals	16,731	16,972	17,223	17,487	17,763
	Use totals	13,174	13,984	14,844	15,756	16,724
	Surplus/(shortfall)	3,557	2,988	2,379	1,731	1,039
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Fifth year	Supply totals	16,731	16,972	17,223	17,487	17,763
	Use totals	13,174	13,984	14,844	15,756	16,724
	Surplus/(shortfall)	3,557	2,988	2,379	1,731	1,039
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.						
NOTES:						

10635. (a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment **shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments,** for a normal water year, a single dry water year, and a d**rought lasting five consecutive water years.**

For ease of use recommend including the main table (optional sections removed) and the main table with optional table rows (WSCP - supply augmentation benefit etc.) as two options.

DWR finds that the inclusion of the optional portion is to facilitate planning for each year of the drought. Moving the optional portion on WSCP actions would not provide the comparison between the shortage and response actions.

Submittal Table 7-5 Retail: Five-Year Drought Risk Assessment Water Code Section 10635(b)(3)		
2026		**Total**
Total Water Use	(AF)	12,412
Total Supplies	(AF)	16,865
Surplus/Shortfall w/o WSCP Action		4,454
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit	(AF)	
WSCP - use reduction savings benefit	(AF)	
Revised Surplus/(shortfall)		
2027		**Total**
Total Water Use	(AF)	12,561
Total Supplies	(AF)	16,986
Surplus/Shortfall w/o WSCP Action		4,425
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit	(AF)	
WSCP - use reduction savings benefit	(AF)	
Revised Surplus/(shortfall)		
2028		**Total**
Total Water Use	(AF)	12,711
Total Supplies	(AF)	17,107
Surplus/Shortfall w/o WSCP Action		4,395
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit	(AF)	
WSCP - use reduction savings benefit	(AF)	
Revised Surplus/(shortfall)		
2029		**Total**
Total Water Use	(AF)	12,864
Total Supplies	(AF)	17,227
Surplus/Shortfall w/o WSCP Action		4,364
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit	(AF)	
WSCP - use reduction savings benefit	(AF)	
Revised Surplus/(shortfall)		
2030		**Total**
Total Water Use	(AF)	13,174
Total Supplies	(AF)	17,348
Surplus/Shortfall w/o WSCP Action		4,174
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit	(AF)	
WSCP - use reduction savings benefit	(AF)	
Revised Surplus/(shortfall)		
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.		
NOTES:		

10635 (b) Every urban water supplier shall include, as part of its urban water management plan, a **drought risk assessment** for its water service... The drought risk assessment shall include each of the following:

(1) A description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive water years, starting from the year following when the assessment is conducted.
(2) A determination of the reliability of each source of supply under a variety of water shortage conditions. This may include a determination that a particular source of water supply is fully reliable under most, if not all, conditions.
(3) A comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.
(4) Considerations of the historical drought hydrology, ...

Submittal Table 8-1: Cross-reference for Standard vs Supplier Shortage Levels Water Code Section 10632(a)(3)(B)			
☐	Check the box if the Supplier uses the Standard six levels of water shortage. Proceed to the next table.		
Standard Shortage Levels	**Percent Shortage Range**	**Suppliers Shortage Levels**	**Percent Shortage Range**
1	Up to 10%	1	10-20%
2	Up to 20%	2	20%-35%
3	Up to 30%	3	35%-50%+
4	Up to 40%		
5	Up to 50%		
6	>50%		
NOTES: **Shortage Level 1: Minor Shortage Potential** **Shortage Level 2: Moderate Shortage Potential** **Shortage Level 3: Critical Shortage Potential**			

10632 (a) Every urban water supplier shall prepare and adopt a water shortage contingency plan as part of its urban water management plan that consists of each of the following elements:

(3)(A)Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages and greater than 50 percent shortage. **Urban water suppliers shall define these shortage levels based on the suppliers' water supply conditions, including percentage reductions in water supply, changes in groundwater levels, changes in surface elevation or level of subsidence, or other changes in hydrological or other local conditions indicative of the water supply available for use.** Shortage levels shall also apply to catastrophic interruption of water supplies, including, but not limited to, a regional power outage, an earthquake, and other potential emergency events.

(B) An urban water supplier with an existing water shortage contingency plan that uses different water shortage levels may comply with th erequirement in subparagaph (A) by developing and including a corss-reference relating its existing categores to the six standard water shortage levels.

Submittal Table 8-2 Retail: Supply Augmentation and Other Actions Water Code Section 10632(a)(4)(A),(C) and (E)				
No	Is the Supplier completing this table using the standard six levels? (yes/no)			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)	
Add additional rows as needed				
1		Percentage	0	No Action is Taken.
2		Percentage	0	No Action is Taken.
3		Percentage	0	No Action is Taken.
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.				
NOTES:				

10632(a)(4) Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following:

(A) Locally appropriate supply augmentation actions.

(C) Locally appropriate operational changes.

(E) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.

Submittal Table 8-3 Retail: Demand Reduction Actions Water Code Section 10632(a)(4)(B) and (E)					
No	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? **For Retail Suppliers Only** Drop Down List
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)		
Add additional rows as needed					
1-3	Landscape - Limit landscape irrigation to specific days	Percentage	10%	Prohibit sprinkling, irrigating, or otherwise applying water to any yard, ground, premises or vegetation except on the folowing designated days: - Properties ending with even-numbered addresses: Tuesday and Saturday -Properties ending with odd-numbered addresses: Wednesday and Sunday	Yes
1-3	Landscape - Limit landscape irrigation to specific days	Percentage	10%	Prohibit sprinkling, irrigating, or otherwise applying water to any yard, ground, premises or vegetation on any day of the week between the hours of 10 a.m. and 6 p.m. during periods designated as "Daylight savings time" (generally occuring between March and November).	Yes
1-3	Landscape - Other landscape restriction or prohibition	Percentage	10%	Prohibit sprinkling, irrigating, or otherwise applying water to any yard, ground, premises, or vegetation except by the use of a hand-held hose, a sprinkling device or an approved sprinkler system controlled by an automatic shut-off device or a person who is in immediate attendance of the sprinkling device or system.	Yes
1-3	Landscape - Other landscape restriction or prohibition	Percentage	10%	Prohibit sprinkling, irrigating, or otherwise applying water to any yard, ground, landscaping or vegetation during and up to 48 hours after measurable rainfall.	Yes
1-3	Landscape - Prohibit certain types of landscape irrigation	Percentage	10%	Prohibit sprinkling, irrigating, or otherwise applying water to any ornamental turf or public street medians.	Yes
1-3	Landscape - Other landscape restriction or prohibition	Percentage	10%	Prohibit sprinkling, irrigating, or otherwise applying water to any yard, ground, landscaping, or vegetation outside of a newly constructed home or a building in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the California Department of Housing and Community Development	Yes
1-3	Landscape - Restrict or prohibit runoff from landscape irrigation	Percentage	10%	Prohibit water used to irrigate any yard, ground, landscaping or vegetation to run or waste onto non-irrigated areas, private or public walkways, sidewalks, driveways, streets or adjoining or adjacent property.	Yes
1-3	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Percentage	10%	Prohibit keeping, maintaining, operating, or using any water connection, hose, faucet, hydrant, pipe, outlet, or plumbing fixture which is not tight and free from leakage and dripping.	Yes
1-3	Other	Percentage	10%	Prohibit washing any type of vehcile, boat, or trailer with water supplied by a hose unless the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use.	Yes
1-3	Other - Prohibit use of potable water for washing hard surfaces	Percentage	10%	Prohibit use of water for sidewalk, driveway, or walkway washing cleanin, except as required to address an immediate public health or safety need.	Yes
1-3	Water Features - Restrict water use for decorative water features, such as fountains	Percentage	10%	Prohibit operation of water fountains or other decorative water fixtures without recirculation pumps.	Yes
1-3	Other water feature or swimming pool restriction	Percentage	10%	Prohibit draining and filling of a swimming pool or similar water feature more than once during a one year period (all pool drainage must occur pursuant to a permit issued by the City's public works department).	Yes
1-3	Other	Percentage	10%	Prohibit willful or negligent waste of water in any manner.	Yes
1-3	CII - Lodging establishment must offer opt out of linen service	Percentage	10%	Require operators of hotels and motels to provide guests with the option of choosing not to have towels and linens laundered daily. Each hotel and motel shall prominently display notice of this option in each bathroom using clear and easily understood language.	Yes
1-3	Landscape - Prohibit certain types of landscape irrigation	Percentage	10%	Prohibit the planting of rye grass on any property that is serviced by the city's water system.	Yes
1-3	Other	Percentage	10%	The city may issue Conditional Water Permits that allow the watering of new landscaping planted outside of newly-constructed buildings on days and/or times other than those consistent with the current use restrictions.	Yes
1-3	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Percentage	10%	Prohibit charity and community vehicle wash events, including any event at which an individual or group, which is not a commercial washing business operating legally in the city, offers to the general public or portion thereof the service of washing, with water, any type of vehicle, boat, or trailer in exchange for a fee, donation, or other form of compensation, or for no compensation.	Yes
1-3	Landscape - Prohibit certain types of landscape irrigation	Percentage	10%	Eliminate watering of ornamental turf areas. Water only actively used turf areas no more than twice per week. Trees and shrubs may be watered only twice per week using a handheld hose with a positive shutoff nozzle or drip irrigation. Use of reclaimed water (if available), is exempt.	Yes
1-3	Landscape - Limit landscape irrigation to specific days	Percentage	10%	Water no more than twice per week using only hand-held hoses with positive shutoff nozzle or drip irrigation systems. Eliminate sprinkler use.	Yes
1-3	CII - Restaurants may only serve water upon request	Percentage	10%	Prohibit the serving of drinking water, other than upon request, in eating or drinking establishments.	Yes
1-3	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Percentage	10%	When a leak is discovered by a customer in a customer's water system and a customer is charged for water that is has not used, as a result of the leakage, it shall be policy of the city to aid the customer in locating the leak. If the leak is repaired by the customer within a period of ten days of the date the leak was discovered and the customer can establish that a portion of the charges idenitified in its water bill are in excess of the amount normally charged to the customer, that excess amount of water use caused by the leakage shall be charged to the customer at the standard water rate. If the leak is not repaired by the customer within the 10 day period, the portion of the excess water usage which results from the leakage will be billed at two times the standard water rate until the leak is repaired by the customer. The city shall give prompt notice to a customer if the city obtains information indicating that a leak may exist in the customer's exclusive control.	Yes
1-3	Other - Prohibit use of potable water for construction and dust control	Percentage	10%	All construction water must be reclaimed or non-potable. Issuance of construction meters will be only for testing and disinfection of potable water lines.	Yes
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES:					

10632(a)(4) Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following:
(B) Locally appropriate demand reduction actions to adequately respond to shortages.
(E) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.

Submittal Table 10-1 Retail: Notification to Cities and Counties Water Code Section 10621(b) and 10642		
City Name	60 Day Notice **Drop Down (yes/no)**	Notice of Public Hearing **Drop Down (yes/no)**
Add additional rows as needed		
City of Hanford	Yes	Yes
County Name **Drop Down List**	60 Day Notice **Drop Down (yes/no)**	Notice of Public Hearing **Drop Down (yes/no)**
Add additional rows as needed		
Kings County	Yes	Yes
NOTES:		

CWC 10621 (b)Notify at least 60 days prior to the public hearing any city or county within which the supplier provides water that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.
CWC 10642 The water supplier is to provide the time and place of the hearing to any city or county within which the supplier provides water.

APPENDIX C

Urban Water Management Plan
Public Notices and Adoption

AGENDA
STAFF REPORT

MEETING DATE: 6/2/2026	**AGENDA SECTION:** GENERAL BUSINESS

SUBJECT:
Approval of the City of Hanford Salary Schedules

RECOMMENDATION:

Recommendation: That the City Council, by motion, approve the attached salary schedules to establish/restate full-time and part-time employee rates.

Recommended Motion: I move to approve the attached salary schedules and authorize administration to amend all other documents as may be necessary to implement the updates for all positions, including executive level positions.

BACKGROUND:

This report contains two separate salary schedules. The first identifies current ranges and any job classification additions (whether filled or not), position title changes, and any other related updates. The revisions made are based on operational needs identified by City Departments, which the City Manager is authorized to approve pursuant to established Administrative Regulations. Title changes included in this schedule were effective April 27, 2026.

Another salary schedule is attached with an effective date of July 6, 2026 for full-time employees. This salary schedule contains the increases negotiated with all bargaining groups. This item is placed on General Business to meet the requirements outlined by Senate Bill 707 which requires City Council to orally report a summary of recommendations for a final action regarding salaries and benefits for executive level positions.

Additionally, pursuant to the California Code of Regulations (CCR) 570.5, the California Public Employees' Retirement System (CalPERS) requires that a publicly available pay schedule be used to determine pay rates. Additionally, pay rates shall be limited to the amount listed on a pay schedule and must meet **all** of the following eight requirements:

1. Be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws
2. Identify the position title for every employee position
3. Show the pay rate as a single amount or multiple amounts within a range for each identified position
4. Indicate the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually

5. Be posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's website
6. Indicate an effective date and date of any revisions
7. Is retained by the employer and available for public inspection for not less than five years
8. Does not reference another document in lieu of disclosing the pay rate

Staff will continue to obtain City Council approval regularly to satisfy the requirements set forth by the California Code of Regulations (CCR) 570.5 and if applicable, will place it as a General Business item as required by SB707.

FISCAL IMPACT:

Bargaining unit increases have already been approved and incorporated into the City's budget. Positions may have been added to the salary schedule but have not necessarily been filled. Any new classifications added have been approved through established Administrative Regulation or budget allocation and/or amendment approved by City Council.

ATTACHMENTS:

1. City of Hanford Comprehensive Salary Schedule
2. City of Hanford Comprehensive Salary Schedule



Salary Schedules
Adopted by City Council June 2, 2026
F/T Salary Schedule Restated Effective Date: April 27, 2026
P/T Salary Schedule Effective Date: June 8, 2026

City of Hanford Full-Time Salary Schedule

City Council Adoption Date: 06-02-2026 Effective Date: 04-27-2026

BARGAINING UNIT	JOB TITLE	OT DESIGNATION	FLSA DESIGNATION	SALARY RANGE	*MONTHLY SALARY* 1/MIN	2	3	4	5/MAX	*HOURLY SALARY* 1/MIN	2	3	4	5/MAX
GEMA	Accountant	1	E	106	$6,055	$6,358	$6,676	$7,009	$7,360	34.93	36.68	38.51	40.44	42.46
SEIU	Accounting Clerk	3	40	63	$3,947	$4,145	$4,352	$4,569	$4,798	22.77	23.91	25.11	26.36	27.68
GEMA	Accounting Technician I	2	40	78	$4,583	$4,812	$5,052	$5,305	$5,570	26.44	27.76	29.15	30.61	32.14
GEMA	Accounting Technician II	2	40	88	$5,062	$5,315	$5,581	$5,860	$6,153	29.20	30.66	32.20	33.81	35.50
GEMA	Administrative Analyst I	1	E	99	$5,648	$5,930	$6,226	$6,538	$6,865	32.58	34.21	35.92	37.72	39.60
GEMA	Administrative Analyst II	1	E	109	$6,238	$6,550	$6,878	$7,222	$7,583	35.99	37.79	39.68	41.66	43.75
SEIU	Administrative Assistant	3	40	73	$4,360	$4,578	$4,807	$5,047	$5,300	25.15	26.41	27.73	29.12	30.58
GEMA	Administrative Specialist	2	40	85	$4,913	$5,159	$5,417	$5,688	$5,972	28.35	29.76	31.25	32.81	34.45
SEIU	Administrative Technician	3	40	83	$4,816	$5,057	$5,310	$5,576	$5,854	27.79	29.18	30.63	32.17	33.77
SEIU	Animal Control Officer	3	40	69	$4,190	$4,400	$4,620	$4,850	$5,093	24.17	25.38	26.65	27.98	29.38
GEMA	Assistant Engineer	1	E	115	$6,622	$6,953	$7,301	$7,666	$8,049	38.20	40.12	42.12	44.23	46.44
PUMA	Assistant Finance Director	1	E	156	$9,958	$10,456	$10,979	$11,528	$12,104	57.45	60.32	63.34	66.51	69.83
SEIU	Assistant Planner	3	40	104	$5,936	$6,232	$6,544	$6,871	$7,215	34.24	35.96	37.75	39.64	41.62
GEMA	Associate Civil Engineer	1	E	135	$8,080	$8,484	$8,909	$9,354	$9,822	46.62	48.95	51.40	53.97	56.66
GEMA	Associate Engineer	1	E	125	$7,315	$7,681	$8,065	$8,468	$8,891	42.20	44.31	46.53	48.85	51.30
GEMA	Associate Planner	1	E	114	$6,557	$6,884	$7,229	$7,590	$7,970	37.83	39.72	41.70	43.79	45.98
GEMA	Associate Surveyor	1	E	130	$7,688	$8,073	$8,476	$8,900	$9,345	44.35	46.57	48.90	51.35	53.91
PUMA	Building and Safety Manager	1	E	146	$9,015	$9,466	$9,939	$10,436	$10,958	52.01	54.61	57.34	60.21	63.22
SEIU	Building Inspector I	3	40	93	$5,320	$5,586	$5,866	$6,159	$6,467	30.69	32.23	33.84	35.53	37.31
SEIU	Building Inspector II	3	40	103	$5,877	$6,171	$6,479	$6,803	$7,143	33.90	35.60	37.38	39.25	41.21
PUMA	Building Official	1	E	141	$8,577	$9,006	$9,457	$9,929	$10,426	49.49	51.96	54.56	57.29	60.15

BARGAINING UNIT	JOB TITLE	OT DESIGNATION	FLSA DESIGNATION	SALARY RANGE	*MONTHLY SALARY* 1/MIN	2	3	4	5/MAX	*HOURLY SALARY* 1/MIN	2	3	4	5/MAX
GEMA	Building Superintendent	1	E	115	$6,622	$6,953	$7,301	$7,666	$8,049	38.20	40.12	42.12	44.23	46.44
PUMA	City Clerk	1	E	125	$7,315	$7,681	$8,065	$8,468	$8,891	42.20	44.31	46.53	48.85	51.30
PUMA	City Engineer	1	E	168	$11,221	$11,782	$12,371	$12,990	$13,639	64.74	67.97	71.37	74.94	78.69
Unrepresented	City Manager	1	E	208	16,707	17,542	18,419	19,340	20,307	96.38	101.20	106.26	111.58	117.16
PUMA	City Surveyor	1	E	155	$9,860	$10,353	$10,870	$11,414	$11,984	56.88	59.73	62.71	65.85	69.14
GEMA	Civil Engineer	1	E	145	$8,926	$9,372	$9,841	$10,333	$10,849	51.49	54.07	56.77	59.61	62.59
SEIU	Code Compliance Officer	3	40	93	$5,320	$5,586	$5,866	$6,159	$6,467	30.69	32.23	33.84	35.53	37.31
GEMA	Code Compliance Supervisor	1	E	105	$5,995	$6,295	$6,609	$6,940	$7,287	34.59	36.32	38.13	40.04	42.04
SEIU	Combined Building Inspector	3	40	113	$6,492	$6,816	$7,157	$7,515	$7,891	37.45	39.32	41.29	43.36	45.52
GEMA	Communications Dispatch Supervisor	3	40	110	$6,301	$6,616	$6,947	$7,294	$7,659	36.35	38.17	40.08	42.08	44.18
SEIU	Communications Dispatcher	3	40	79	$4,628	$4,860	$5,103	$5,358	$5,626	26.70	28.04	29.44	30.91	32.46
EMEA	Community Development Director	1	E	173	$11,793	$12,383	$13,002	$13,652	$14,335	68.04	71.44	75.01	78.76	82.70
SEIU	Community Development Technician	3	40	83	$4,816	$5,057	$5,310	$5,576	$5,854	27.79	29.18	30.63	32.17	33.77
SEIU	Community Enhancement Officer	3	40	61	$3,869	$4,063	$4,266	$4,479	$4,703	22.32	23.44	24.61	25.84	27.13
PUMA	Community Relations Manager	1	E	127	$7,462	$7,835	$8,227	$8,638	$9,070	43.05	45.20	47.46	49.84	52.33
GEMA	Community Relations Specialist	1	E	99	$5,648	$5,930	$6,226	$6,538	$6,865	32.58	34.21	35.92	37.72	39.60
SEIU	Community Services Officer	3	40	64	$3,987	$4,186	$4,395	$4,615	$4,846	23.00	24.15	25.36	26.63	27.96
SEIU	Computer Technician	3	40	86	$4,962	$5,210	$5,471	$5,744	$6,032	28.63	30.06	31.56	33.14	34.80
SEIU	Construction Coordinator/Inspector	3	40	111	$6,364	$6,682	$7,016	$7,367	$7,735	36.71	38.55	40.48	42.50	44.63
SEIU	Construction Inspector I	3	40	91	$5,215	$5,476	$5,750	$6,037	$6,339	30.09	31.59	33.17	34.83	36.57
SEIU	Construction Inspector II	3	40	101	$5,761	$6,049	$6,352	$6,669	$7,003	33.24	34.90	36.64	38.48	40.40
SEIU	Custodian	3	40	51	$3,503	$3,678	$3,862	$4,055	$4,258	20.21	21.22	22.28	23.39	24.56
PUMA	Deputy City Engineer	1	E	160	$10,362	$10,881	$11,425	$11,996	$12,596	59.78	62.77	65.91	69.21	72.67
Unrepresented	Deputy City Manager	1	E	193	$14,390	$15,110	$15,865	$16,659	$17,491	83.02	87.17	91.53	96.11	100.91

BARGAINING UNIT	JOB TITLE	OT DESIGNATION	FLSA DESIGNATION	SALARY RANGE	*MONTHLY SALARY* 1/MIN	2	3	4	5/MAX	*HOURLY SALARY* 1/MIN	2	3	4	5/MAX
PUMA	Deputy Fire Chief	1	E	164	$10,783	$11,322	$11,888	$12,483	$13,107	62.21	65.32	68.59	72.02	75.62
PUMA	Deputy Public Works Director	1	E	160	$10,362	$10,881	$11,425	$11,996	$12,596	59.78	62.77	65.91	69.21	72.67
SEIU	Development Services Assistant	3	40	64	$3,987	$4,186	$4,395	$4,615	$4,846	23.00	24.15	25.36	26.63	27.96
SEIU	Development Services Technician	3	40	79	$4,628	$4,860	$5,103	$5,358	$5,626	26.70	28.04	29.44	30.91	32.46
SEIU	Engineering Technician I	3	40	81	$4,721	$4,958	$5,205	$5,466	$5,739	27.24	28.60	30.03	31.53	33.11
SEIU	Engineering Technician II	3	40	91	$5,215	$5,476	$5,750	$6,037	$6,339	30.09	31.59	33.17	34.83	36.57
GEMA	Environmental Compliance Analyst	1	E	99	$5,648	$5,930	$6,226	$6,538	$6,865	32.58	34.21	35.92	37.72	39.60
GEMA	Environmental Compliance Supervisor	1	E	114	$6,557	$6,884	$7,229	$7,590	$7,970	37.83	39.72	41.70	43.79	45.98
SEIU	Facilities Maintenance Technician I	3	40	66	$4,067	$4,270	$4,484	$4,708	$4,943	23.46	24.64	25.87	27.16	28.52
SEIU	Facilities Maintenance Technician II	3	40	76	$4,492	$4,717	$4,953	$5,200	$5,460	25.92	27.21	28.57	30.00	31.50
EMEA	Finance Director	1	E	179	$12,519	$13,145	$13,802	$14,492	$15,217	72.22	75.84	79.63	83.61	87.79
PUMA	Finance Manager	1	E	146	$9,015	$9,466	$9,939	$10,436	$10,958	52.01	54.61	57.34	60.21	63.22
GEMA	Financial Analyst	1	E	119	$6,891	$7,236	$7,597	$7,977	$8,376	39.76	41.74	43.83	46.02	48.32
IAFF	Fire Battalion Chief	1	E	162	10,571	11,099	11,654	12,237	12,849	60.99	64.03	67.24	70.60	74.13
IAFF	Fire Battalion Chief*	4	E	120	$9,743	$10,231	$10,743	$11,279	$11,845	40.15	42.16	44.27	46.48	48.81
IAFF	Fire Captain	4	24	141	$8,577	$9,006	$9,457	$9,929	$10,426	49.49	51.96	54.56	57.29	60.15
IAFF	Fire Captain*	4	24	99	$7,906	$8,302	$8,717	$9,153	$9,610	32.58	34.21	35.92	37.72	39.60
EMEA	Fire Chief	1	E	179	$12,519	$13,145	$13,802	$14,492	$15,217	72.22	75.84	79.63	83.61	87.79
IAFF	Fire Engineer	4	24	124	$7,243	$7,605	$7,985	$8,384	$8,803	41.78	43.87	46.07	48.37	50.79
IAFF	Fire Engineer*	4	24	82	$6,676	$7,011	$7,360	$7,729	$8,115	27.51	28.89	30.33	31.85	33.44
SEIU	Fire Inspector I	3	40	93	$5,320	$5,586	$5,866	$6,159	$6,467	30.69	32.23	33.84	35.53	37.31
SEIU	Fire Inspector II	3	40	103	$5,877	$6,171	$6,479	$6,803	$7,143	33.90	35.60	37.38	39.25	41.21
GEMA	Fire Marshal	1	E	122	$7,100	$7,455	$7,828	$8,219	$8,630	40.96	43.01	45.16	47.42	49.79
GEMA	Fire Prevention Coordinator	1	E	93	$5,320	$5,586	$5,866	$6,159	$6,467	30.69	32.23	33.84	35.53	37.31

BARGAINING UNIT	JOB TITLE	OT DESIGNATION	FLSA DESIGNATION	SALARY RANGE	*MONTHLY SALARY* 1/MIN	2	3	4	5/MAX	*HOURLY SALARY* 1/MIN	2	3	4	5/MAX
IAFF	Firefighter	4	24	114	$6,557	$6,884	$7,229	$7,590	$7,970	37.83	39.72	41.70	43.79	45.98
IAFF	Firefighter*	4	24	72	$6,045	$6,346	$6,664	$6,996	$7,346	24.91	26.15	27.46	28.83	30.27
SEIU	Fleet Mechanic I	3	40	72	$4,317	$4,533	$4,759	$4,997	$5,247	24.91	26.15	27.46	28.83	30.27
SEIU	Fleet Mechanic II	3	40	82	$4,769	$5,007	$5,257	$5,520	$5,796	27.51	28.89	30.33	31.85	33.44
GEMA	Fleet Superintendent	1	E	115	$6,622	$6,953	$7,301	$7,666	$8,049	38.20	40.12	42.12	44.23	46.44
GEMA	Fleet Supervisor	1	E	99	$5,648	$5,930	$6,226	$6,538	$6,865	32.58	34.21	35.92	37.72	39.60
SEIU	Heavy Equipment Operator	3	40	76	$4,492	$4,717	$4,953	$5,200	$5,460	25.92	27.21	28.57	30.00	31.50
GEMA	Housing Analyst	1	E	119	$6,891	$7,236	$7,597	$7,977	$8,376	39.76	41.74	43.83	46.02	48.32
SEIU	Housing Program Specialist	3	40	83	$4,816	$5,057	$5,310	$5,576	$5,854	27.79	29.18	30.63	32.17	33.77
PUMA	Human Resources Analyst	1	E	112	$6,427	$6,749	$7,086	$7,441	$7,813	37.08	38.94	40.88	42.93	45.07
PUMA	Human Resources Manager	1	E	161	$10,466	$10,989	$11,539	$12,116	$12,722	60.38	63.40	66.57	69.90	73.39
GEMA	Human Resources Technician	2	40	85	$4,913	$5,159	$5,417	$5,688	$5,972	28.35	29.76	31.25	32.81	34.45
PUMA	Information Systems Analyst	1	E	125	$7,315	$7,681	$8,065	$8,468	$8,891	42.20	44.31	46.53	48.85	51.30
GEMA	Information Systems Specialist	1	E	106	$6,055	$6,358	$6,676	$7,009	$7,360	34.93	36.68	38.51	40.44	42.46
PUMA	Information Technology Manager	1	E	140	$8,492	$8,917	$9,363	$9,831	$10,323	49.00	51.44	54.02	56.72	59.55
GEMA	Land Surveyor	1	E	145	$8,926	$9,372	$9,841	$10,333	$10,849	51.49	54.07	56.77	59.61	62.59
SEIU	Landscape Services Technician	3	40	81	$4,721	$4,958	$5,205	$5,466	$5,739	27.24	28.60	30.03	31.53	33.11
SEIU	Meter Reader	3	40	64	$3,987	$4,186	$4,395	$4,615	$4,846	23.00	24.15	25.36	26.63	27.96
SEIU	Office Assistant I	3	40	44	$3,267	$3,431	$3,602	$3,782	$3,971	18.85	19.79	20.78	21.82	22.91
SEIU	Office Assistant II	3	40	54	$3,609	$3,790	$3,979	$4,178	$4,387	20.82	21.86	22.96	24.10	25.31
SEIU	Parking Control Officer	3	40	54	$3,609	$3,790	$3,979	$4,178	$4,387	20.82	21.86	22.96	24.10	25.31
SEIU	Parks Maintenance Worker I	3	40	61	$3,869	$4,063	$4,266	$4,479	$4,703	22.32	23.44	24.61	25.84	27.13
SEIU	Parks Maintenance Worker II	3	40	71	$4,274	$4,488	$4,712	$4,948	$5,195	24.66	25.89	27.19	28.55	29.97
PUMA	Parks Manager	1	E	137	$8,243	$8,655	$9,088	$9,542	$10,019	47.55	49.93	52.43	55.05	57.80

BARGAINING UNIT	JOB TITLE	OT DESIGNATION	FLSA DESIGNATION	SALARY RANGE	*MONTHLY SALARY* 1/MIN	2	3	4	5/MAX	*HOURLY SALARY* 1/MIN	2	3	4	5/MAX
GEMA	Parks Supervisor	1	E	94	$5,373	$5,642	$5,924	$6,220	$6,531	31.00	32.55	34.18	35.89	37.68
PUMA	Payroll Analyst	1	E	99	$5,648	$5,930	$6,226	$6,538	$6,865	32.58	34.21	35.92	37.72	39.60
GEMA	Payroll Specialist	2	40	78	$4,583	$4,812	$5,052	$5,305	$5,570	26.44	27.76	29.15	30.61	32.14
GEMA	Plans Examiner	1	E	111	$6,364	$6,682	$7,016	$7,367	$7,735	36.71	38.55	40.48	42.50	44.63
HPOA	Police Cadet	4	40	53.5	$3,591	$3,771	$3,959	$4,157	$4,365	20.72	21.75	22.84	23.98	25.18
HPOA	Police Captain	1	E	161.5	$10,518	$11,044	$11,597	$12,176	$12,785	60.68	63.72	66.90	70.25	73.76
EMEA	Police Chief	1	E	185	$13,289	$13,954	$14,651	$15,384	$16,153	76.67	80.50	84.53	88.75	93.19
HPOA	Police Corporal	4	14	124.5	$7,279	$7,643	$8,025	$8,426	$8,847	41.99	44.09	46.30	48.61	51.04
HPOA	Police Lieutenant	1	E	153.5	$9,714	$10,199	$10,709	$11,245	$11,807	56.04	58.84	61.78	64.87	68.12
HPOA	Police Officer/Investigator*	4	14	114.5	$6,589	$6,919	$7,265	$7,628	$8,009	38.02	39.92	41.91	44.01	46.21
SEIU	Police Records Assistant	3	40	62	$3,908	$4,104	$4,309	$4,524	$4,750	22.55	23.67	24.86	26.10	27.41
HPOA	Police Sergeant	4	14	139.5	$8,450	$8,873	$9,317	$9,782	$10,272	48.75	51.19	53.75	56.44	59.26
GEMA	Police Support Services Administrator	1	E	120	$6,960	$7,308	$7,673	$8,057	$8,460	40.15	42.16	44.27	46.48	48.81
PUMA	Principal Planner	1	E	141	$8,577	$9,006	$9,457	$9,929	$10,426	49.49	51.96	54.56	57.29	60.15
GEMA	Project Manager	1	E	132	$7,843	$8,235	$8,647	$9,079	$9,533	45.25	47.51	49.88	52.38	55.00
SEIU	Property and Evidence Technician	3	40	69	$4,190	$4,400	$4,620	$4,850	$5,093	24.17	25.38	26.65	27.98	29.38
EMEA	Public Works Director	1	E	175	$12,030	$12,632	$13,264	$13,927	$14,623	69.41	72.88	76.52	80.35	84.36
PUMA	Public Works Manager	1	E	142	$8,663	$9,096	$9,551	$10,029	$10,530	49.98	52.48	55.10	57.86	60.75
GEMA	Purchasing Agent	1	E	119	$6,891	$7,236	$7,597	$7,977	$8,376	39.76	41.74	43.83	46.02	48.32
SEIU	Recreation Coordinator	3	40	85	$4,913	$5,159	$5,417	$5,688	$5,972	28.35	29.76	31.25	32.81	34.45
EMEA	Recreation & Community Services Director	1	E	168	$11,221	$11,782	$12,371	$12,990	$13,639	64.74	67.97	71.37	74.94	78.69
PUMA	Recreation Manager	1	E	119	$6,891	$7,236	$7,597	$7,977	$8,376	39.76	41.74	43.83	46.02	48.32
GEMA	Recreation Supervisor	1	E	99	$5,648	$5,930	$6,226	$6,538	$6,865	32.58	34.21	35.92	37.72	39.60
SEIU	Recycling Coordinator	3	40	92	$5,268	$5,531	$5,807	$6,098	$6,403	30.39	31.91	33.50	35.18	36.94

BARGAINING UNIT	JOB TITLE	OT DESIGNATION	FLSA DESIGNATION	SALARY RANGE	*MONTHLY SALARY* 1/MIN	2	3	4	5/MAX	*HOURLY SALARY* 1/MIN	2	3	4	5/MAX
SEIU	Refuse Collector	3	40	70	$4,232	$4,444	$4,666	$4,899	$5,144	24.42	25.64	26.92	28.26	29.68
PUMA	Refuse Manager	1	E	129	$7,612	$7,993	$8,392	$8,812	$9,252	43.92	46.11	48.42	50.84	53.38
SEIU	Refuse Service Worker	3	40	76	$4,492	$4,717	$4,953	$5,200	$5,460	25.92	27.21	28.57	30.00	31.50
GEMA	Refuse Supervisor	1	E	102	$5,819	$6,110	$6,415	$6,736	$7,073	33.57	35.25	37.01	38.86	40.80
GEMA	Regulatory Compliance Analyst	1	E	99	$5,648	$5,930	$6,226	$6,538	$6,865	32.58	34.21	35.92	37.72	39.60
PUMA	Risk Management Analyst	1	E	115	$6,622	$6,953	$7,301	$7,666	$8,049	38.20	40.12	42.12	44.23	46.44
GEMA	Safety and Risk Technician	2	40	85	$4,913	$5,159	$5,417	$5,688	$5,972	28.35	29.76	31.25	32.81	34.45
GEMA	Sanitary Sewer Collection Supervisor	1	E	104	$5,936	$6,232	$6,544	$6,871	$7,215	34.24	35.96	37.75	39.64	41.62
GEMA	Senior Administrative Analyst	1	E	119	$6,891	$7,236	$7,597	$7,977	$8,376	39.76	41.74	43.83	46.02	48.32
PUMA	Senior Civil Engineer	1	E	155	$9,860	$10,353	$10,870	$11,414	$11,984	56.88	59.73	62.71	65.85	69.14
SEIU	Senior Combined Building Inspector	3	40	123	$7,171	$7,529	$7,906	$8,301	$8,716	41.37	43.44	45.61	47.89	50.29
SEIU	Senior Communications Dispatcher	3	40	100	$5,704	$5,989	$6,289	$6,603	$6,933	32.91	34.55	36.28	38.09	40.00
GEMA	Senior Construction Inspector	1	E	120	$6,960	$7,308	$7,673	$8,057	$8,460	40.15	42.16	44.27	46.48	48.81
SEIU	Senior Custodian	3	40	61	$3,869	$4,063	$4,266	$4,479	$4,703	22.32	23.44	24.61	25.84	27.13
PUMA	Senior Engineer	1	E	150	$9,381	$9,850	$10,343	$10,860	$11,403	54.12	56.83	59.67	62.65	65.78
SEIU	Senior Facility/Building Maintenance Technician	3	40	96	$5,481	$5,756	$6,043	$6,345	$6,663	31.62	33.20	34.87	36.61	38.44
SEIU	Senior Fire Inspector	3	40	113	$6,492	$6,816	$7,157	$7,515	$7,891	37.45	39.32	41.29	43.36	45.52
SEIU	Senior Fleet Mechanic	3	40	92	$5,268	$5,531	$5,807	$6,098	$6,403	30.39	31.91	33.50	35.18	36.94
PUMA	Senior Human Resources Analyst	1	E	122	$7,100	$7,455	$7,828	$8,219	$8,630	40.96	43.01	45.16	47.42	49.79
SEIU	Senior Maintenance Worker	3	40	81	$4,721	$4,958	$5,205	$5,466	$5,739	27.24	28.60	30.03	31.53	33.11
SEIU	Senior Meter Reader	3	40	74	$4,404	$4,624	$4,855	$5,098	$5,353	25.41	26.68	28.01	29.41	30.88
GEMA	Senior Planner	1	E	126	$7,388	$7,758	$8,145	$8,553	$8,980	42.62	44.76	46.99	49.34	51.81
GEMA	Senior Plans Examiner	1	E	121	$7,030	$7,381	$7,750	$8,138	$8,544	40.56	42.58	44.71	46.95	49.30
SEIU	Senior Police Records Assistant	3	40	72	$4,317	$4,533	$4,759	$4,997	$5,247	24.91	26.15	27.46	28.83	30.27

BARGAINING UNIT	JOB TITLE	OT DESIGNATION	FLSA DESIGNATION	SALARY RANGE	*MONTHLY SALARY* 1/MIN	2	3	4	5/MAX	*HOURLY SALARY* 1/MIN	2	3	4	5/MAX
SEIU	Senior Refuse Collector	3	40	85	$4,913	$5,159	$5,417	$5,688	$5,972	28.35	29.76	31.25	32.81	34.45
SEIU	Senior Utilities Maintenance Worker	3	40	91	$5,215	$5,476	$5,750	$6,037	$6,339	30.09	31.59	33.17	34.83	36.57
SEIU	Sewer Collections Maintenance Worker I	3	40	61	$3,869	$4,063	$4,266	$4,479	$4,703	22.32	23.44	24.61	25.84	27.13
SEIU	Sewer Collections Maintenance Worker II	3	40	71	$4,274	$4,488	$4,712	$4,948	$5,195	24.66	25.89	27.19	28.55	29.97
SEIU	Shop and Parts Specialist	3	40	77	$4,537	$4,764	$5,002	$5,252	$5,515	26.18	27.49	28.86	30.30	31.82
SEIU	Sports Coordinator	3	40	85	$4,913	$5,159	$5,417	$5,688	$5,972	28.35	29.76	31.25	32.81	34.45
SEIU	Storm Maintenance Worker I	3	40	61	$3,869	$4,063	$4,266	$4,479	$4,703	22.32	23.44	24.61	25.84	27.13
SEIU	Storm Maintenance Worker II	3	40	71	$4,274	$4,488	$4,712	$4,948	$5,195	24.66	25.89	27.19	28.55	29.97
SEIU	Streets Maintenance Worker I	3	40	61	$3,869	$4,063	$4,266	$4,479	$4,703	22.32	23.44	24.61	25.84	27.13
SEIU	Streets Maintenance Worker II	3	40	71	$4,274	$4,488	$4,712	$4,948	$5,195	24.66	25.89	27.19	28.55	29.97
PUMA	Streets Manager	1	E	131	$7,765	$8,153	$8,561	$8,989	$9,438	44.80	47.04	49.39	51.86	54.45
GEMA	Streets Supervisor	1	E	106	$6,055	$6,358	$6,676	$7,009	$7,360	34.93	36.68	38.51	40.44	42.46
GEMA	Supervising Building Inspector	1	E	126	$7,388	$7,758	$8,145	$8,553	$8,980	42.62	44.76	46.99	49.34	51.81
GEMA	Supervising Fire Inspector	1	E	123	$7,171	$7,529	$7,906	$8,301	$8,716	41.37	43.44	45.61	47.89	50.29
SEIU	Traffic Control Technician	3	40	96	$5,481	$5,756	$6,043	$6,345	$6,663	31.62	33.20	34.87	36.61	38.44
EMEA	Utilities & Engineering Director	1	E	179	$12,519	$13,145	$13,802	$14,492	$15,217	72.22	75.84	79.63	83.61	87.79
SEIU	Water Operator I	3	40	71	$4,274	$4,488	$4,712	$4,948	$5,195	24.66	25.89	27.19	28.55	29.97
SEIU	Water Operator II	3	40	81	$4,721	$4,958	$5,205	$5,466	$5,739	27.24	28.60	30.03	31.53	33.11
PUMA	Utilities Manager	1	E	131	$7,765	$8,153	$8,561	$8,989	$9,438	44.80	47.04	49.39	51.86	54.45
GEMA	Utilities Supervisor	1	E	108	$6,177	$6,485	$6,810	$7,150	$7,508	35.63	37.42	39.29	41.25	43.31
GEMA	Utility Billing Specialist	1	E	91	$5,215	$5,476	$5,750	$6,037	$6,339	30.09	31.59	33.17	34.83	36.57
SEIU	Water Conservation Technician	3	40	83	$4,816	$5,057	$5,310	$5,576	$5,854	27.79	29.18	30.63	32.17	33.77
PUMA	WWTP Manager	1	E	142	$8,663	$9,096	$9,551	$10,029	$10,530	49.98	52.48	55.10	57.86	60.75
SEIU	WWTP Operator I	3	40	79	$4,628	$4,860	$5,103	$5,358	$5,626	26.70	28.04	29.44	30.91	32.46

BARGAINING UNIT	JOB TITLE	OT DESIGNATION	FLSA DESIGNATION	SALARY RANGE	*MONTHLY SALARY* 1/MIN	2	3	4	5/MAX	*HOURLY SALARY* 1/MIN	2	3	4	5/MAX
SEIU	WWTP Operator II	3	40	89	$5,113	$5,368	$5,637	$5,919	$6,214	29.50	30.97	32.52	34.15	35.85
GEMA	WWTP Supervisor	1	E	111	$6,364	$6,682	$7,016	$7,367	$7,735	36.71	38.55	40.48	42.50	44.63
SEIU	WWTP/OIT	3	40	64	$3,987	$4,186	$4,395	$4,615	$4,846	23.00	24.15	25.36	26.63	27.96

*2,912 hours worked annually (all other job classifications salary are based on 2,080 hours worked annually)

Administrative assignment pay in the Fire Department is calculated by taking current base rate x 2,912 multiplying that amount by 1.075 and dividing the total by 2,080. This converts a 56 hour work week to a 40 hour work week. The designated salary range is the nearest possible to the calculated amount without falling below it.

Barganing Group Designation	
Executive Management Employees Association	EMEA
General Employees Management Association	GEMA
International Association of Firefighters	IAFF
Hanford Police Officers Association	HPOA
Professional Upper Management Association	PUMA
Service Employees International Union Local 521	SEIU
Unrepresented	Unrep
Not Applicable	NA

Overtime Designation	
Management Employee	1. No compensation for overtime work
Conf/Other Employee	2. Shall be paid for overtime work
General Employee	3. Shall be paid for overtime work
Fire/Police Employee	4. Shall be paid for overtime work

FLSA Designation
E - Exempt
40 - 40 hour, 7 day work period (non-exempt)
14 - 86 hour/14 day work period (7k exemption)
24 -182 hour/24 day work period (7k exemption)

City of Hanford Part-Time Salary Schedule
City Council Adoption Date - 06-02-2026 Effective Date: 06-08-2026

BARGAINING UNIT	JOB TITLE	OT DESIGNATION	FLSA DESIGNATION	*HOURLY SALARY* 1/MIN	to	5/MAX
NA	Airport Manager	3	40	$25.00	to	$25.00
NA	Airport Operations Attendant	3	40	$17.00	to	$19.00
NA	Aquatics Technician	3	40	$23.00	to	$28.00
NA	Certified Instructor	3	40	$17.00	to	$23.00
NA	Clerical Support	3	40	$17.00	to	$22.00
NA	Code Enforcement Officer	3	40	$17.00	to	$19.00
NA	Community Service Officer	3	40	$17.00	to	$19.00
NA	Concession Attendant	3	40	$17.00	to	$22.00
NA	Custodian	3	40	$17.00	to	$19.00
NA	Engineering Assistant	3	40	$17.00	to	$25.00
NA	Engineering/Construction Mgt Intern	3	40	$26.00	to	$36.00
NA	Facilities Host	3	40	$17.00	to	$19.00
NA	Fire Help	3	40	$22.24	to	$26.40
NA	Fire Inspector	3	40	$25.00	to	$25.00
NA	Fleet Mechanic (Helper)	3	40	$17.00	to	$25.00
NA	Graffiti Control Officer	3	40	$17.00	to	$19.00
NA	Grounds Crew Member I	3	40	$17.00	to	$19.00
NA	Grounds Crew Member II	3	40	$20.00	to	$21.00
NA	Grounds Crew Member III	3	40	$22.00	to	$28.00
NA	Historic Vehicle Driver	3	40	$25.00	to	$30.00
NA	Ice Rink Maintenance Technician	3	40	$18.00	to	$22.00
NA	Ice Rink Manager	3	40	$21.00	to	$24.00
NA	Intern	3	40	$17.00	to	$19.00
NA	Lead Concession Attendant	3	40	$22.00	to	$26.00
NA	Lead Facilities Host	3	40	$21.00	to	$23.00
NA	Management Intern	3	40	$17.00	to	$22.00
NA	Meter Reader	3	40	$17.00	to	$19.00
NA	Paint Program Coordinator	3	40	$17.00	to	$19.00
NA	Parking Control Officer	3	40	$17.00	to	$19.00
NA	Pool Manager	3	40	$22.00	to	$26.00
NA	Parks/Public Works Laborer	3	40	$18.00	to	$22.00
NA	Recreation Leader I	3	40	$17.00	to	$18.00
NA	Recreation Leader II	3	40	$17.50	to	$18.50
NA	Recreation Leader III	3	40	$18.00	to	$20.00
NA	Refuse Collector	3	40	$17.00	to	$20.50
NA	Reservation Specialist	3	40	$21.00	to	$26.00
NA	Reserve Police Officer (Level I)	3	40	$22.24	to	$26.40

Barganing Group Designation

Not Applicable NA

Overtime Designation

3.General Employee Shall be paid for overtime work

FLSA Designation

40 - 40 hour, 7 day work period (non-exempt)

NA	Senior Fire Inspector	3	40	$30.00	to	$30.00
NA	Sports Coordinator	3	40	$22.00	to	$22.00
NA	Sports Official	3	40	$17.00	to	$38.00
NA	Winter Wonderland Entertainer I	3	40	$20.00	to	$25.00
NA	Winter Wonderland Entertainer II	3	40	$25.00	to	$30.00
NA	Winter Wonderland Entertainer III	3	40	$30.00	to	$35.00

The above list contains the City of Hanford's part-time positions. Appointments for part-time work may be paid at an hourly rate as high as Step “3” of the range to which a full-time job classification has been established. Part-time appointments made at higher than Step “3” must be approved by the City Manager. If a part-time employee works more than 1,000 hours in a fiscal year he/she must become a member of CalPERS with the employee and the City making the appropriate contribution as defined by the City’s CalPERS contract. The employee will remain a CalPERS member until termination.



Salary Schedules
Adopted by City Council June 2, 2026

F/T Salary Schedule Effective Date: July 6, 2026

P/T Salary Schedule Restated Effective Date: June 8, 2026

City of Hanford Full-Time Salary Schedule

City Council Adoption Date: 06-02-2026 Effective Date: 07-06-2026

BARGAINING UNIT	JOB TITLE	OT DESIGNATION	FLSA DESIGNATION	SALARY RANGE	*MONTHLY SALARY*					*HOURLY SALARY*				
					1/MIN	2	3	4	5/MAX	1/MIN	2	3	4	5/MAX
GEMA	Accountant	1	E	110	$6,301	$6,616	$6,947	$7,294	$7,659	36.35	38.17	40.08	42.08	44.18
SEIU	Accounting Clerk	3	40	67	$4,107	$4,313	$4,528	$4,755	$4,993	23.70	24.88	26.13	27.43	28.80
GEMA	Accounting Technician I	2	40	82	$4,769	$5,007	$5,257	$5,520	$5,796	27.51	28.89	30.33	31.85	33.44
GEMA	Accounting Technician II	2	40	92	$5,268	$5,531	$5,807	$6,098	$6,403	30.39	31.91	33.50	35.18	36.94
GEMA	Administrative Analyst I	1	E	103	$5,877	$6,171	$6,479	$6,803	$7,143	33.90	35.60	37.38	39.25	41.21
GEMA	Administrative Analyst II	1	E	113	$6,492	$6,816	$7,157	$7,515	$7,891	37.45	39.32	41.29	43.36	45.52
SEIU	Administrative Assistant	3	40	77	$4,537	$4,764	$5,002	$5,252	$5,515	26.18	27.49	28.86	30.30	31.82
GEMA	Administrative Specialist	2	40	89	$5,113	$5,368	$5,637	$5,919	$6,214	29.50	30.97	32.52	34.15	35.85
SEIU	Administrative Technician	3	40	87	$5,012	$5,262	$5,526	$5,802	$6,092	28.91	30.36	31.88	33.47	35.15
SEIU	Animal Control Officer	3	40	73	$4,360	$4,578	$4,807	$5,047	$5,300	25.15	26.41	27.73	29.12	30.58
GEMA	Assistant Engineer	1	E	119	$6,891	$7,236	$7,597	$7,977	$8,376	39.76	41.74	43.83	46.02	48.32
PUMA	Assistant Finance Director	1	E	160	$10,362	$10,881	$11,425	$11,996	$12,596	59.78	62.77	65.91	69.21	72.67
SEIU	Assistant Planner	3	40	108	$6,177	$6,485	$6,810	$7,150	$7,508	35.63	37.42	39.29	41.25	43.31
GEMA	Associate Civil Engineer	1	E	139	$8,408	$8,829	$9,270	$9,734	$10,220	48.51	50.94	53.48	56.16	58.96
GEMA	Associate Engineer	1	E	129	$7,612	$7,993	$8,392	$8,812	$9,252	43.92	46.11	48.42	50.84	53.38
GEMA	Associate Planner	1	E	118	$6,823	$7,164	$7,522	$7,898	$8,293	39.36	41.33	43.40	45.57	47.85
GEMA	Associate Surveyor	1	E	134	$8,000	$8,400	$8,820	$9,261	$9,724	46.16	48.46	50.89	53.43	56.10
PUMA	Building and Safety Manager	1	E	150	$9,381	$9,850	$10,343	$10,860	$11,403	54.12	56.83	59.67	62.65	65.78
SEIU	Building Inspector I	3	40	97	$5,536	$5,813	$6,104	$6,409	$6,729	31.94	33.54	35.21	36.97	38.82
SEIU	Building Inspector II	3	40	107	$6,115	$6,421	$6,742	$7,079	$7,433	35.28	37.05	38.90	40.84	42.88
PUMA	Building Official	1	E	145	$8,926	$9,372	$9,841	$10,333	$10,849	51.49	54.07	56.77	59.61	62.59

BARGAINING UNIT	JOB TITLE	OT DESIGNATION	FLSA DESIGNATION	SALARY RANGE	*MONTHLY SALARY* 1/MIN	2	3	4	5/MAX	*HOURLY SALARY* 1/MIN	2	3	4	5/MAX
GEMA	Building Superintendent	1	E	119	$6,891	$7,236	$7,597	$7,977	$8,376	39.76	41.74	43.83	46.02	48.32
PUMA	City Clerk	1	E	129	$7,612	$7,993	$8,392	$8,812	$9,252	43.92	46.11	48.42	50.84	53.38
PUMA	City Engineer	1	E	172	$11,677	$12,261	$12,874	$13,517	$14,193	67.37	70.73	74.27	77.98	81.88
Unrepresented	City Manager	1	E	212	17,385	18,254	19,167	20,125	21,132	100.30	105.31	110.58	116.11	121.91
PUMA	City Surveyor	1	E	159	$10,260	$10,773	$11,311	$11,877	$12,471	59.19	62.15	65.26	68.52	71.95
GEMA	Civil Engineer	1	E	149	$9,288	$9,753	$10,240	$10,752	$11,290	53.59	56.26	59.08	62.03	65.13
SEIU	Code Compliance Officer	3	40	97	$5,536	$5,813	$6,104	$6,409	$6,729	31.94	33.54	35.21	36.97	38.82
GEMA	Code Compliance Supervisor	1	E	109	$6,238	$6,550	$6,878	$7,222	$7,583	35.99	37.79	39.68	41.66	43.75
SEIU	Combined Building Inspector	3	40	117	$6,755	$7,093	$7,448	$7,820	$8,211	38.97	40.92	42.97	45.12	47.37
GEMA	Communications Dispatch Supervisor	3	40	114	$6,557	$6,884	$7,229	$7,590	$7,970	37.83	39.72	41.70	43.79	45.98
SEIU	Communications Dispatcher	3	40	83	$4,816	$5,057	$5,310	$5,576	$5,854	27.79	29.18	30.63	32.17	33.77
EMEA	Community Development Director	1	E	177	$12,272	$12,886	$13,530	$14,207	$14,917	70.80	74.34	78.06	81.96	86.06
SEIU	Community Development Technician	3	40	87	$5,012	$5,262	$5,526	$5,802	$6,092	28.91	30.36	31.88	33.47	35.15
SEIU	Community Enhancement Officer	3	40	65	$4,027	$4,228	$4,439	$4,661	$4,894	23.23	24.39	25.61	26.89	28.24
PUMA	Community Relations Manager	1	E	131	$7,765	$8,153	$8,561	$8,989	$9,438	44.80	47.04	49.39	51.86	54.45
GEMA	Community Relations Specialist	1	E	103	$5,877	$6,171	$6,479	$6,803	$7,143	33.90	35.60	37.38	39.25	41.21
SEIU	Community Services Officer	3	40	68	$4,149	$4,356	$4,574	$4,802	$5,043	23.93	25.13	26.39	27.71	29.09
SEIU	Computer Technician	3	40	90	$5,164	$5,422	$5,693	$5,978	$6,277	29.79	31.28	32.84	34.49	36.21
SEIU	Construction Coordinator/Inspector	3	40	115	$6,622	$6,953	$7,301	$7,666	$8,049	38.20	40.12	42.12	44.23	46.44
SEIU	Construction Inspector I	3	40	95	$5,427	$5,699	$5,983	$6,283	$6,597	31.31	32.88	34.52	36.25	38.06
SEIU	Construction Inspector II	3	40	105	$5,995	$6,295	$6,609	$6,940	$7,287	34.59	36.32	38.13	40.04	42.04
SEIU	Custodian	3	40	55	$3,645	$3,827	$4,019	$4,220	$4,431	21.03	22.08	23.19	24.34	25.56
PUMA	Deputy City Engineer	1	E	164	$10,783	$11,322	$11,888	$12,483	$13,107	62.21	65.32	68.59	72.02	75.62
Unrepresented	Deputy City Manager	1	E	197	$14,975	$15,723	$16,509	$17,335	$18,202	86.39	90.71	95.25	100.01	105.01

BARGAINING UNIT	JOB TITLE	OT DESIGNATION	FLSA DESIGNATION	SALARY RANGE	*MONTHLY SALARY* 1/MIN	2	3	4	5/MAX	*HOURLY SALARY* 1/MIN	2	3	4	5/MAX
PUMA	Deputy Fire Chief	1	E	168	$11,221	$11,782	$12,371	$12,990	$13,639	64.74	67.97	71.37	74.94	78.69
PUMA	Deputy Public Works Director	1	E	164	$10,783	$11,322	$11,888	$12,483	$13,107	62.21	65.32	68.59	72.02	75.62
SEIU	Development Services Assistant	3	40	68	$4,149	$4,356	$4,574	$4,802	$5,043	23.93	25.13	26.39	27.71	29.09
SEIU	Development Services Technician	3	40	83	$4,816	$5,057	$5,310	$5,576	$5,854	27.79	29.18	30.63	32.17	33.77
SEIU	Engineering Technician I	3	40	85	$4,913	$5,159	$5,417	$5,688	$5,972	28.35	29.76	31.25	32.81	34.45
SEIU	Engineering Technician II	3	40	95	$5,427	$5,699	$5,983	$6,283	$6,597	31.31	32.88	34.52	36.25	38.06
GEMA	Environmental Compliance Analyst	1	E	103	$5,877	$6,171	$6,479	$6,803	$7,143	33.90	35.60	37.38	39.25	41.21
GEMA	Environmental Compliance Supervisor	1	E	118	$6,823	$7,164	$7,522	$7,898	$8,293	39.36	41.33	43.40	45.57	47.85
SEIU	Facilities Maintenance Technician I	3	40	70	$4,232	$4,444	$4,666	$4,899	$5,144	24.42	25.64	26.92	28.26	29.68
SEIU	Facilities Maintenance Technician II	3	40	80	$4,675	$4,908	$5,154	$5,412	$5,682	26.97	28.32	29.73	31.22	32.78
EMEA	Finance Director	1	E	183	$13,027	$13,679	$14,363	$15,081	$15,835	75.16	78.92	82.86	87.00	91.35
PUMA	Finance Manager	1	E	150	$9,381	$9,850	$10,343	$10,860	$11,403	54.12	56.83	59.67	62.65	65.78
GEMA	Financial Analyst	1	E	123	$7,171	$7,529	$7,906	$8,301	$8,716	41.37	43.44	45.61	47.89	50.29
IAFF	Fire Battalion Chief	1	E	166	11,000	11,550	12,127	12,734	13,371	63.46	66.63	69.97	73.46	77.14
IAFF	Fire Battalion Chief*	4	E	124	$10,140	$10,647	$11,179	$11,738	$12,325	41.78	43.87	46.07	48.37	50.79
IAFF	Fire Captain	4	24	145	$8,926	$9,372	$9,841	$10,333	$10,849	51.49	54.07	56.77	59.61	62.59
IAFF	Fire Captain*	4	24	103	$8,226	$8,639	$9,071	$9,525	$10,000	33.90	35.60	37.38	39.25	41.21
EMEA	Fire Chief	1	E	183	$13,027	$13,679	$14,363	$15,081	$15,835	75.16	78.92	82.86	87.00	91.35
IAFF	Fire Engineer	4	24	128	$7,537	$7,913	$8,309	$8,725	$9,161	43.48	45.65	47.94	50.33	52.85
IAFF	Fire Engineer*	4	24	86	$6,947	$7,295	$7,659	$8,042	$8,444	28.63	30.06	31.56	33.14	34.80
SEIU	Fire Inspector I	3	40	97	$5,536	$5,813	$6,104	$6,409	$6,729	31.94	33.54	35.21	36.97	38.82
SEIU	Fire Inspector II	3	40	107	$6,115	$6,421	$6,742	$7,079	$7,433	35.28	37.05	38.90	40.84	42.88
GEMA	Fire Marshal	1	E	126	$7,388	$7,758	$8,145	$8,553	$8,980	42.62	44.76	46.99	49.34	51.81
GEMA	Fire Prevention Coordinator	1	E	97	$7,751	$5,813	$6,104	$6,409	$6,729	31.94	33.54	35.21	36.97	38.82

BARGAINING UNIT	JOB TITLE	OT DESIGNATION	FLSA DESIGNATION	SALARY RANGE	*MONTHLY SALARY* 1/MIN	2	3	4	5/MAX	*HOURLY SALARY* 1/MIN	2	3	4	5/MAX
IAFF	Firefighter	4	24	118	$6,823	$7,164	$7,522	$7,898	$8,293	39.36	41.33	43.40	45.57	47.85
IAFF	Firefighter*	4	24	76	$6,289	$6,604	$6,934	$7,281	$7,645	25.92	27.21	28.57	30.00	31.50
SEIU	Fleet Mechanic I	3	40	76	$4,492	$4,717	$4,953	$5,200	$5,460	25.92	27.21	28.57	30.00	31.50
SEIU	Fleet Mechanic II	3	40	86	$4,962	$5,210	$5,471	$5,744	$6,032	28.63	30.06	31.56	33.14	34.80
GEMA	Fleet Superintendent	1	E	119	$6,891	$7,236	$7,597	$7,977	$8,376	39.76	41.74	43.83	46.02	48.32
GEMA	Fleet Supervisor	1	E	103	$5,877	$6,171	$6,479	$6,803	$7,143	33.90	35.60	37.38	39.25	41.21
SEIU	Heavy Equipment Operator	3	40	80	$4,675	$4,908	$5,154	$5,412	$5,682	26.97	28.32	29.73	31.22	32.78
GEMA	Housing Analyst	1	E	123	$7,171	$7,529	$7,906	$8,301	$8,716	41.37	43.44	45.61	47.89	50.29
SEIU	Housing Program Specialist	3	40	87	$5,012	$5,262	$5,526	$5,802	$6,092	28.91	30.36	31.88	33.47	35.15
PUMA	Human Resources Analyst	1	E	116	$6,688	$7,023	$7,374	$7,743	$8,130	38.59	40.52	42.54	44.67	46.90
PUMA	Human Resources Manager	1	E	165	$10,891	$11,436	$12,007	$12,608	$13,238	62.83	65.97	69.27	72.74	76.37
GEMA	Human Resources Technician	2	40	89	$5,113	$5,368	$5,637	$5,919	$6,214	29.50	30.97	32.52	34.15	35.85
PUMA	Information Systems Analyst	1	E	129	$7,612	$7,993	$8,392	$8,812	$9,252	43.92	46.11	48.42	50.84	53.38
GEMA	Information Systems Specialist	1	E	110	$6,301	$6,616	$6,947	$7,294	$7,659	36.35	38.17	40.08	42.08	44.18
PUMA	Information Technology Manager	1	E	144	$8,837	$9,279	$9,743	$10,230	$10,742	50.98	53.53	56.21	59.02	61.97
GEMA	Land Surveyor	1	E	149	$9,288	$9,753	$10,240	$10,752	$11,290	53.59	56.26	59.08	62.03	65.13
SEIU	Landscape Services Technician	3	40	85	$4,913	$5,159	$5,417	$5,688	$5,972	28.35	29.76	31.25	32.81	34.45
SEIU	Meter Reader	3	40	68	$4,149	$4,356	$4,574	$4,802	$5,043	23.93	25.13	26.39	27.71	29.09
SEIU	Office Assistant I	3	40	48	$3,400	$3,570	$3,748	$3,936	$4,133	19.61	20.60	21.63	22.71	23.84
SEIU	Office Assistant II	3	40	58	$3,756	$3,943	$4,141	$4,348	$4,565	21.67	22.75	23.89	25.08	26.34
SEIU	Parking Control Officer	3	40	58	$3,756	$3,943	$4,141	$4,348	$4,565	21.67	22.75	23.89	25.08	26.34
SEIU	Parks Maintenance Worker I	3	40	65	$4,027	$4,228	$4,439	$4,661	$4,894	23.23	24.39	25.61	26.89	28.24
SEIU	Parks Maintenance Worker II	3	40	75	$4,448	$4,670	$4,904	$5,149	$5,406	25.66	26.94	28.29	29.71	31.19
PUMA	Parks Manager	1	E	141	$8,577	$9,006	$9,457	$9,929	$10,426	49.49	51.96	54.56	57.29	60.15

BARGAINING UNIT	JOB TITLE	OT DESIGNATION	FLSA DESIGNATION	SALARY RANGE	*MONTHLY SALARY* 1/MIN	2	3	4	5/MAX	*HOURLY SALARY* 1/MIN	2	3	4	5/MAX
GEMA	Parks Supervisor	1	E	98	$5,592	$5,871	$6,165	$6,473	$6,797	32.26	33.87	35.57	37.34	39.21
PUMA	Payroll Analyst	1	E	116	$6,688	$7,023	$7,374	$7,743	$8,130	38.59	40.52	42.54	44.67	46.90
GEMA	Payroll Specialist	2	40	82	$4,769	$5,007	$5,257	$5,520	$5,796	27.51	28.89	30.33	31.85	33.44
GEMA	Plans Examiner	1	E	115	$6,622	$6,953	$7,301	$7,666	$8,049	38.20	40.12	42.12	44.23	46.44
HPOA	Police Cadet	4	40	57.5	$3,737	$3,924	$4,120	$4,326	$4,542	21.56	22.64	23.77	24.96	26.21
HPOA	Police Captain	1	E	165.5	$10,946	$11,493	$12,067	$12,671	$13,304	63.15	66.30	69.62	73.10	76.76
EMEA	Police Chief	1	E	189	$13,829	$14,520	$15,246	$16,009	$16,809	79.78	83.77	87.96	92.36	96.97
HPOA	Police Corporal	4	14	128.5	$7,574	$7,953	$8,351	$8,768	$9,207	43.70	45.88	48.18	50.59	53.12
HPOA	Police Lieutenant	1	E	157.5	$10,108	$10,613	$11,144	$11,701	$12,286	58.32	61.23	64.29	67.51	70.88
HPOA	Police Officer/Investigator*	4	14	118.5	$6,857	$7,200	$7,560	$7,938	$8,335	39.56	41.54	43.61	45.79	48.08
SEIU	Police Records Assistant	3	40	66	$4,067	$4,270	$4,484	$4,708	$4,943	23.46	24.64	25.87	27.16	28.52
HPOA	Police Sergeant	4	14	143.5	$8,794	$9,233	$9,695	$10,180	$10,689	50.73	53.27	55.93	58.73	61.67
GEMA	Police Support Services Administrator	1	E	124	$7,243	$7,605	$7,985	$8,384	$8,803	41.78	43.87	46.07	48.37	50.79
PUMA	Principal Planner	1	E	145	$8,926	$9,372	$9,841	$10,333	$10,849	51.49	54.07	56.77	59.61	62.59
GEMA	Project Manager	1	E	136	$8,161	$8,569	$8,998	$9,448	$9,920	47.08	49.44	51.91	54.50	57.23
SEIU	Property and Evidence Technician	3	40	73	$4,360	$4,578	$4,807	$5,047	$5,300	25.15	26.41	27.73	29.12	30.58
EMEA	Public Works Director	1	E	179	$12,519	$13,145	$13,802	$14,492	$15,217	72.22	75.84	79.63	83.61	87.79
PUMA	Public Works Manager	1	E	146	$9,015	$9,466	$9,939	$10,436	$10,958	52.01	54.61	57.34	60.21	63.22
GEMA	Purchasing Agent	1	E	123	$7,171	$7,529	$7,906	$8,301	$8,716	41.37	43.44	45.61	47.89	50.29
SEIU	Recreation Coordinator	3	40	89	$5,113	$5,368	$5,637	$5,919	$6,214	29.50	30.97	32.52	34.15	35.85
EMEA	Recreation & Community Services Director	1	E	168	$11,221	$11,782	$12,371	$12,990	$13,639	64.74	67.97	71.37	74.94	78.69
PUMA	Recreation Manager	1	E	123	$7,171	$7,529	$7,906	$8,301	$8,716	41.37	43.44	45.61	47.89	50.29
GEMA	Recreation Supervisor	1	E	103	$5,877	$6,171	$6,479	$6,803	$7,143	33.90	35.60	37.38	39.25	41.21
SEIU	Recycling Coordinator	3	40	96	$5,481	$5,756	$6,043	$6,345	$6,663	31.62	33.20	34.87	36.61	38.44

BARGAINING UNIT	JOB TITLE	OT DESIGNATION	FLSA DESIGNATION	SALARY RANGE	MONTHLY SALARY 1/MIN	2	3	4	5/MAX	HOURLY SALARY 1/MIN	2	3	4	5/MAX
SEIU	Refuse Collector	3	40	74	$4,404	$4,624	$4,855	$5,098	$5,353	25.41	26.68	28.01	29.41	30.88
PUMA	Refuse Manager	1	E	133	$7,921	$8,317	$8,733	$9,170	$9,628	45.70	47.98	50.38	52.90	55.55
SEIU	Refuse Service Worker	3	40	76	$4,492	$4,717	$4,953	$5,200	$5,460	25.92	27.21	28.57	30.00	31.50
GEMA	Refuse Supervisor	1	E	106	$6,055	$6,358	$6,676	$7,009	$7,360	34.93	36.68	38.51	40.44	42.46
GEMA	Regulatory Compliance Analyst	1	E	103	$5,877	$6,171	$6,479	$6,803	$7,143	33.90	35.60	37.38	39.25	41.21
PUMA	Risk Management Analyst	1	E	119	$6,891	$7,236	$7,597	$7,977	$8,376	39.76	41.74	43.83	46.02	48.32
GEMA	Safety and Risk Technician	2	40	89	$5,113	$5,368	$5,637	$5,919	$6,214	29.50	30.97	32.52	34.15	35.85
GEMA	Sanitary Sewer Collection Supervisor	1	E	108	$6,177	$6,485	$6,810	$7,150	$7,508	35.63	37.42	39.29	41.25	43.31
GEMA	Senior Administrative Analyst	1	E	123	$7,171	$7,529	$7,906	$8,301	$8,716	41.37	43.44	45.61	47.89	50.29
PUMA	Senior Civil Engineer	1	E	159	$10,260	$10,773	$11,311	$11,877	$12,471	59.19	62.15	65.26	68.52	71.95
SEIU	Senior Combined Building Inspector	3	40	127	$7,462	$7,835	$8,227	$8,638	$9,070	43.05	45.20	47.46	49.84	52.33
SEIU	Senior Communications Dispatcher	3	40	104	$5,936	$6,232	$6,544	$6,871	$7,215	34.24	35.96	37.75	39.64	41.62
GEMA	Senior Construction Inspector	1	E	124	$7,243	$7,605	$7,985	$8,384	$8,803	41.78	43.87	46.07	48.37	50.79
SEIU	Senior Custodian	3	40	64	$3,987	$4,186	$4,395	$4,615	$4,846	23.00	24.15	25.36	26.63	27.96
PUMA	Senior Engineer	1	E	154	$9,762	$10,250	$10,763	$11,301	$11,866	56.32	59.13	62.09	65.20	68.46
SEIU	Senior Facility/Building Maintenance Technician	3	40	100	$5,704	$5,989	$6,289	$6,603	$6,933	32.91	34.55	36.28	38.09	40.00
SEIU	Senior Fire Inspector	3	40	117	$6,755	$7,093	$7,448	$7,820	$8,211	38.97	40.92	42.97	45.12	47.37
SEIU	Senior Fleet Mechanic	3	40	96	$5,481	$5,756	$6,043	$6,345	$6,663	31.62	33.20	34.87	36.61	38.44
PUMA	Senior Human Resources Analyst	1	E	126	$7,388	$7,758	$8,145	$8,553	$8,980	42.62	44.76	46.99	49.34	51.81
SEIU	Senior Maintenance Worker	3	40	85	$4,913	$5,159	$5,417	$5,688	$5,972	28.35	29.76	31.25	32.81	34.45
SEIU	Senior Meter Reader	3	40	78	$4,583	$4,812	$5,052	$5,305	$5,570	26.44	27.76	29.15	30.61	32.14
GEMA	Senior Planner	1	E	130	$7,688	$8,073	$8,476	$8,900	$9,345	44.35	46.57	48.90	51.35	53.91
GEMA	Senior Plans Examiner	1	E	125	$7,315	$7,681	$8,065	$8,468	$8,891	42.20	44.31	46.53	48.85	51.30
SEIU	Senior Police Records Assistant	3	40	76	$4,492	$4,717	$4,953	$5,200	$5,460	25.92	27.21	28.57	30.00	31.50

BARGAINING UNIT	JOB TITLE	OT DESIGNATION	FLSA DESIGNATION	SALARY RANGE	*MONTHLY SALARY* 1/MIN	2	3	4	5/MAX	*HOURLY SALARY* 1/MIN	2	3	4	5/MAX
SEIU	Senior Refuse Collector	3	40	89	$5,113	$5,368	$5,637	$5,919	$6,214	29.50	30.97	32.52	34.15	35.85
SEIU	Senior Utilities Maintenance Worker	3	40	95	$5,427	$5,699	$5,983	$6,283	$6,597	31.31	32.88	34.52	36.25	38.06
SEIU	Sewer Collections Maintenance Worker I	3	40	65	$4,027	$4,228	$4,439	$4,661	$4,894	23.23	24.39	25.61	26.89	28.24
SEIU	Sewer Collections Maintenance Worker II	3	40	75	$4,448	$4,670	$4,904	$5,149	$5,406	25.66	26.94	28.29	29.71	31.19
SEIU	Shop and Parts Specialist	3	40	81	$4,721	$4,958	$5,205	$5,466	$5,739	27.24	28.60	30.03	31.53	33.11
SEIU	Sports Coordinator	3	40	89	$5,113	$5,368	$5,637	$5,919	$6,214	29.50	30.97	32.52	34.15	35.85
SEIU	Storm Maintenance Worker I	3	40	65	$4,027	$4,228	$4,439	$4,661	$4,894	23.23	24.39	25.61	26.89	28.24
SEIU	Storm Maintenance Worker II	3	40	75	$4,448	$4,670	$4,904	$5,149	$5,406	25.66	26.94	28.29	29.71	31.19
SEIU	Streets Maintenance Worker I	3	40	65	$4,027	$4,228	$4,439	$4,661	$4,894	23.23	24.39	25.61	26.89	28.24
SEIU	Streets Maintenance Worker II	3	40	75	$4,448	$4,670	$4,904	$5,149	$5,406	25.66	26.94	28.29	29.71	31.19
PUMA	Streets Manager	1	E	135	$8,080	$8,484	$8,909	$9,354	$9,822	46.62	48.95	51.40	53.97	56.66
GEMA	Streets Supervisor	1	E	110	$6,301	$6,616	$6,947	$7,294	$7,659	36.35	38.17	40.08	42.08	44.18
GEMA	Supervising Building Inspector	1	E	130	$7,688	$8,073	$8,476	$8,900	$9,345	44.35	46.57	48.90	51.35	53.91
GEMA	Supervising Fire Inspector	1	E	127	$7,462	$7,835	$8,227	$8,638	$9,070	43.05	45.20	47.46	49.84	52.33
SEIU	Traffic Control Technician	3	40	100	$5,704	$5,989	$6,289	$6,603	$6,933	32.91	34.55	36.28	38.09	40.00
EMEA	Utilities & Engineering Director	1	E	183	$13,027	$13,679	$14,363	$15,081	$15,835	75.16	78.92	82.86	87.00	91.35
SEIU	Water Operator I	3	40	75	$4,448	$4,670	$4,904	$5,149	$5,406	25.66	26.94	28.29	29.71	31.19
SEIU	Water Operator II	3	40	85	$4,913	$5,159	$5,417	$5,688	$5,972	28.35	29.76	31.25	32.81	34.45
PUMA	Utilities Manager	1	E	135	$8,080	$8,484	$8,909	$9,354	$9,822	46.62	48.95	51.40	53.97	56.66
GEMA	Utilities Supervisor	1	E	112	$6,427	$6,749	$7,086	$7,441	$7,813	37.08	38.94	40.88	42.93	45.07
GEMA	Utility Billing Specialist	1	E	95	$5,427	$5,699	$5,983	$6,283	$6,597	31.31	32.88	34.52	36.25	38.06
SEIU	Water Conservation Technician	3	40	87	$5,012	$5,262	$5,526	$5,802	$6,092	28.91	30.36	31.88	33.47	35.15
PUMA	WWTP Manager	1	E	146	$9,015	$9,466	$9,939	$10,436	$10,958	52.01	54.61	57.34	60.21	63.22
SEIU	WWTP Operator I	3	40	83	$4,816	$5,057	$5,310	$5,576	$5,854	27.79	29.18	30.63	32.17	33.77

BARGAINING UNIT	JOB TITLE	OT DESIGNATION	FLSA DESIGNATION	SALARY RANGE	*MONTHLY SALARY* 1/MIN	2	3	4	5/MAX	*HOURLY SALARY* 1/MIN	2	3	4	5/MAX
SEIU	WWTP Operator II	3	40	93	$5,320	$5,586	$5,866	$6,159	$6,467	30.69	32.23	33.84	35.53	37.31
GEMA	WWTP Supervisor	1	E	115	$6,622	$6,953	$7,301	$7,666	$8,049	38.20	40.12	42.12	44.23	46.44
SEIU	WWTP/OIT	3	40	68	$4,149	$4,356	$4,574	$4,802	$5,043	23.93	25.13	26.39	27.71	29.09

*2,912 hours worked annually (all other job classifications salary are based on 2,080 hours worked annually)

Administrative assignment pay in the Fire Department is calculated by taking current base rate x 2,912 multiplying that amount by 1.075 and dividing the total by 2,080. This converts a 56 hour work week to a 40 hour work week. The designated salary range is the nearest possible to the calculated amount without falling below it.

Barganing Group Designation	
Executive Management Employees Association	EMEA
General Employees Management Association	GEMA
International Association of Firefighters	IAFF
Hanford Police Officers Association	HPOA
Professional Upper Management Association	PUMA
Service Employees International Union Local 521	SEIU
Unrepresented	Unrep
Not Applicable	NA

Overtime Designation	
Management Employee	1. No compensation for overtime work
Conf/Other Employee	2. Shall be paid for overtime work
General Employee	3. Shall be paid for overtime work
Fire/Police Employee	4. Shall be paid for overtime work

FLSA Designation
E - Exempt
40 - 40 hour, 7 day work period (non-exempt)
14 - 86 hour/14 day work period (7k exemption)
24 -182 hour/24 day work period (7k exemption)

City of Hanford Part-Time Salary Schedule
City Council Adoption Date - 06-02-2026 Restated Effective Date: 06-08-2026

BARGAINING UNIT	JOB TITLE	OT DESIGNATION	FLSA DESIGNATION	*HOURLY SALARY* 1/MIN	to	5/MAX
NA	Airport Manager	3	40	$25.00	to	$25.00
NA	Airport Operations Attendant	3	40	$17.00	to	$19.00
NA	Aquatics Technician	3	40	$23.00	to	$28.00
NA	Certified Instructor	3	40	$17.00	to	$23.00
NA	Clerical Support	3	40	$17.00	to	$22.00
NA	Code Enforcement Officer	3	40	$17.00	to	$19.00
NA	Community Service Officer	3	40	$17.00	to	$19.00
NA	Concession Attendant	3	40	$17.00	to	$22.00
NA	Custodian	3	40	$17.00	to	$19.00
NA	Engineering Assistant	3	40	$17.00	to	$25.00
NA	Engineering/Construction Mgt Intern	3	40	$26.00	to	$36.00
NA	Facilities Host	3	40	$17.00	to	$19.00
NA	Fire Help	3	40	$22.24	to	$26.40
NA	Fire Inspector	3	40	$25.00	to	$25.00
NA	Fleet Mechanic (Helper)	3	40	$17.00	to	$25.00
NA	Graffiti Control Officer	3	40	$17.00	to	$19.00
NA	Grounds Crew Member I	3	40	$17.00	to	$19.00
NA	Grounds Crew Member II	3	40	$20.00	to	$21.00
NA	Grounds Crew Member III	3	40	$22.00	to	$28.00
NA	Historic Vehicle Driver	3	40	$25.00	to	$30.00
NA	Ice Rink Maintenance Technician	3	40	$18.00	to	$22.00
NA	Ice Rink Manager	3	40	$21.00	to	$24.00
NA	Intern	3	40	$17.00	to	$19.00
NA	Lead Concession Attendant	3	40	$22.00	to	$26.00
NA	Lead Facilities Host	3	40	$21.00	to	$23.00
NA	Management Intern	3	40	$17.00	to	$22.00
NA	Meter Reader	3	40	$17.00	to	$19.00
NA	Paint Program Coordinator	3	40	$17.00	to	$19.00
NA	Parking Control Officer	3	40	$17.00	to	$19.00
NA	Pool Manager	3	40	$22.00	to	$26.00
NA	Parks/Public Works Laborer	3	40	$18.00	to	$22.00
NA	Recreation Leader I	3	40	$17.00	to	$18.00
NA	Recreation Leader II	3	40	$17.50	to	$18.50
NA	Recreation Leader III	3	40	$18.00	to	$20.00
NA	Refuse Collector	3	40	$17.00	to	$20.50
NA	Reservation Specialist	3	40	$21.00	to	$26.00
NA	Reserve Police Officer (Level I)	3	40	$22.24	to	$26.40

Barganing Group Designation

Not Applicable NA

Overtime Designation

3.General Employee Shall be paid for overtime work

FLSA Designation

40 - 40 hour, 7 day work period (non-exempt)

NA	Senior Fire Inspector	3	40	$30.00	to	$30.00
NA	Sports Coordinator	3	40	$22.00	to	$22.00
NA	Sports Official	3	40	$17.00	to	$38.00
NA	Winter Wonderland Entertainer I	3	40	$20.00	to	$25.00
NA	Winter Wonderland Entertainer II	3	40	$25.00	to	$30.00
NA	Winter Wonderland Entertainer III	3	40	$30.00	to	$35.00

The above list contains the City of Hanford's part-time positions. Appointments for part-time work may be paid at an hourly rate as high as Step “3” of the range to which a full-time job classification has been established. Part-time appointments made at higher than Step “3” must be approved by the City Manager. If a part-time employee works more than 1,000 hours in a fiscal year he/she must become a member of CalPERS with the employee and the City making the appropriate contribution as defined by the City’s CalPERS contract. The employee will remain a CalPERS member until termination.

AGENDA
STAFF REPORT

MEETING DATE: 6/2/2026	**AGENDA SECTION:** GENERAL BUSINESS

SUBJECT:
Adoption of Resolution 26-33-R, Amendments to the City of Hanford Water Service Discontinuation Policy

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RECOMMENDATION:

Recommendation: That the City Council, by motion, adopt Resolution 26-33-R, Amendments to the City of Hanford Water Service Discontinuation Policy.

Recommended Motion:I move to adopt Resolution 26-33-R, Amendments to the City of Hanford Water Service Discontinuation Policy.

BACKGROUND:

The City provides potable water service to residential, commercial, and industrial customers and maintains policies and municipal code provisions governing billing and the discontinuation of water service for nonpayment. These provisions are intended to ensure the financial stability of the utility while providing a clear process for customers to maintain or restore service.

In 2018, the State of California enacted Senate Bill 998 (SB 998), known as the Water Shutoff Protection Act, which established uniform, statewide requirements for urban and community water systems related to the discontinuation of residential water service for nonpayment. The law, which became effective February 1, 2020, requires water providers to adopt a written policy on service discontinuation and to implement enhanced customer protections, including extended notification timelines, opportunities for alternative payment arrangements, and safeguards for vulnerable populations.

Since the implementation of SB 998, the City has made administrative adjustments to its billing and shutoff procedures to comply with state requirements. The City last updated this policy in June 2022. Evolving best practices in utility billing and customer service emphasize transparency, equitable access to essential services, and proactive communication to prevent service disruptions. Updating the City's policy provides an opportunity to align with these practices while ensuring continued compliance with state law.

The proposed updates are intended to clarify procedures related to service discontinuation and enhance customer protections. These updates include:

-Modifying the payment plan due date to align with the current billing process; and

-Clarifying the past due balance requirement for a twelve (12) month agreement.

FISCAL IMPACT:

The proposed updates are not expected to have a direct fiscal impact on the City.

ATTACHMENTS:

1. 26-33-R Amendments to the Water Discontinuation Policy
2. Water Service Discontinuation Policy Clean
3. Water Service Discontinuation Policy-Redline

RESOLUTION NO. 26-33-R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD APPROVING AMENDMENTS TO THE WATER DISCONTINUATION POLICY

At a regular meeting of the City Council of the City of Hanford duly called and held on the 2nd day of June 2026, it was moved by Council Member _____, seconded by Council Member _____, and carried that the following resolution be adopted:

WHEREAS, the City of Hanford Water Discontinuation Policy was passed, adopted and approved on the 31st day of May 2022; and

WHEREAS, amendments to the City of Hanford Purchasing Policy were presented for approval in the attached Exhibit "A" known as the City of Hanford Water Discontinuation Policy, on the 2nd Day of June 2026; and

WHEREAS, the City Council deems it in the public interest to approve the City of Hanford Water Discontinuation Policy amendments as set forth in the attached Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED that the amendments to the City of Hanford Water Discontinuation Policy included in Exhibit "A" are approved, effective July 1, 2026.

PASSED, ADOPTED AND APPROVED this 2nd day of June 2026 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

_____
Mark Kairis
MAYOR of the City of Hanford

Attest:

_____
Natalie Corral
City Clerk

CITY OF HANFORD

WATER SERVICE DISCONTINUATION POLICY

* * * * *

This Policy constitutes the City of Hanford's (City) written policy on discontinuation of residential water service for purposes of California Health and Safety Code Section 116906.

1. **Delinquent Payment of Water Service Charges**. Pursuant to Hanford Municipal Code (HMC) Section 13.04.050, a water service charge payable by a residential water service customer that is not paid within fifteen (15) calendar days of the date of a City-issued utility services bill will be deemed delinquent. Delinquent amounts shall be subject to the following fees (collectively "Fees"): (a) a late fee established by the City Council; (b) other fees, fines, and interest established by the Council Resolution.

2. **Discontinuance of Services**.

   a. Except as otherwise provided, if a residential customer fails to pay water service fees in full or fails to request a payment plan by 5:00 p.m. on the sixtieth (60th) calendar day following the date on which a water service charge becomes delinquent, the City may, in addition to other remedies, discontinue water and other City-provided services received by the customer.

   b. No less than seven (7) business days prior to the discontinuance of services for nonpayment, the City will contact the customer in writing as required by Health and Safety Code Section 116908.

   c. If a customer falls within the financial hardship parameters of Health and Safety Code Section 116910, the City's discontinuance of utility services shall occur only in the manner described in that section.

   d. The City will not discontinue residential service for nonpayment if all of the following conditions exist:

      (1) The customer demonstrates that he or she is financially unable to pay for residential service within the City's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the City's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than two hundred percent (200%) of the federal poverty level; and

      (2) The customer is willing to enter into an amortization agreement or alternative payment schedule consistent with the City's Discontinuation Policy, with respect to all delinquent charges.

3. **Payment Plan**.

a. A customer requesting a payment plan shall be offered the following terms, which will be set forth in a written Payment Agreement signed by the customer:

i. Payment of one-quarter (1/4th) of all outstanding utility services balances upon the customer's signature of the Payment Agreement; and

ii. The remainder of the outstanding balances will be paid in six (6) equal monthly installments, beginning on the fifteenth (15th) day of the calendar month immediately following the customer's execution of a Payment Agreement; provided however, if such date is less than fifteen (15) calendar days from the Payment Agreement's effective date, the first (1st) payment shall be due on the fifteenth (15th) day of the following calendar month. For example, if a Payment Agreement reflects an effective date of February 20, the first (1st) installment payment shall be due on March 15th. The unpaid amount may be subject to fees established by the City Council by resolution, which shall be payable with each monthly installment. A customer's signature of a Payment Agreement will not excuse the customer from the obligation of timely paying new utility service charges contained in bills issued by the City while the customer's Payment Agreement remains in effect. The City may, however, extend installment payments up to twelve (12) months for customers with outstanding balances larger than one thousand dollars ($1,000).

~~b.~~ A Payment Agreement containing these terms shall be signed by the accountholder or authorized account signer and submitted in person by the accountholder to the City's Finance Department.

c. With the exception of customers falling within the parameters of Health and Safety Code Section 116910, the City may, without providing further written notice, discontinue all City services provided to a customer who is subject to a payment plan under either of the following circumstances:

i. The customer fails to comply with his or her Payment Agreement; or

ii. While a Payment Agreement remains in effect, the customer fails to pay his or her then-current residential service charges before they become delinquent.

The discontinuance of services to customers who fall within the parameters of Health and Safety Code Section 116910 will only occur, however, in accordance with the terms of that section.

d. A customer who is a party to a Payment Agreement must remain current on all City service bills issued during the payment plan period and will not be eligible for payment plan terms if he or she becomes delinquent on a subsequent service bill issued before the pending Payment Agreement is paid in full.

e. A customer will be eligible for one (1) Payment Agreement during each twelve (12) month period, which will be measured from the effective date of a customer's prior Payment Agreement; provided however, a customer who falls within the parameters of Health and Safety Code Section 116910 will not be subject to this limitation.

4. **Appeal of Bill Amounts**. A customer who feels that an amount billed by the City is inaccurate may appeal the amount. The appeal process is established in HMC Section 13.04.110., a copy of which is attached hereto as Exhibit "A."

5. **Contacting the City**. Customers may contact the following phone number to discuss options for avoiding the discontinuation of City-provided utility services for nonpayment: (559) 585-2510.

EXHBIT "A"

Hanford Municipal Code Section 13.04.110.C.

C. Appeals.

1. Any customer may appeal water charges. To appeal service charges, a customer must, except as otherwise provided herein, submit the following items to the director of finance within fifteen (15) calendar days of the date of the bill disputed bill: (i) a written notice of appeal; (ii) the amount payable under the disputed bill; and (iii) an appeal fee, which fee will be established by the city council. The failure to submit these items during such time period shall result in a waiver of appeal rights and shall constitute a failure to exhaust administrative remedies. The notice of appeal shall set forth in detail all facts supporting the customer's objection to a bill.

2. Notwithstanding the provisions of subsection 1. above, a customer who is financially unable to deposit the amount of the disputed bill and/or pay the appeal fee may file a request for a waiver of all or a portion of the required deposit and appeal fee. A waiver request must be submitted to the director of finance with the customer's notice of appeal, along with a sworn declaration and other supporting documents and materials showing the customer's actual financial inability to pay the appeal deposit and/or appeal fee. The customer bears the burden of demonstrating to the satisfaction of the director of finance the customer's actual inability to deposit the amount of the disputed bill and/or pay the appeal fee. If the director of finance determines that a waiver is warranted, the deposit and appeal fee will be waived or partially waived. If the director of finance finds that a waiver is not warranted, the customer must, within three (3) business days of the customer's receipt of the director of finance's written decision, deposit the amount of the disputed bill and pay the appeal fee for the customer's appeal to be processed.

3. Upon the director of finance's receipt of a notice of appeal, deposit of the amount of the disputed bill, and appeal fee (or the director of finance's determination to waive the deposit and/or fee), he or she shall set the matter for hearing before the hearing officer or hearing body designated by the city manager. The hearing officer or hearing body shall hold a hearing on the customer's appeal on the date specified by the director of finance and shall receive evidence presented by the appealing party and city staff. After the hearing, the hearing officer or hearing body may uphold or adjust the amount of the disputed bill. The hearing officer or hearing body shall cause to be issued a written determination on the customer's appeal within fifteen (15) calendar days of the date of appeal hearing. An aggrieved customer may seek judicial review of the hearing officer's or hearing body's decision on the customer's appeal by filing a complaint with the Superior Court of Kings County, California during the period identified by California Code of Civil Procedure Section 1094.6.

CITY OF HANFORD

WATER SERVICE DISCONTINUATION POLICY

* * * * *

This Policy constitutes the City of Hanford's (City) written policy on discontinuation of residential water service for purposes of California Health and Safety Code Section 116906.

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   a. Except as otherwise provided, if a residential customer fails to pay water service fees in full or fails to request a payment plan by 5:00 p.m. on the sixtieth (60th) calendar day following the date on which a water service charge becomes delinquent, the City may, in addition to other remedies, discontinue water and other City-provided services received by the customer.

   b. No less than seven (7) business days prior to the discontinuance of services for nonpayment, the City will contact the customer by phone or in writing as required by Health and Safety Code Section 116908.

   c. If a customer falls within the financial hardship parameters of Health and Safety Code Section 116910, the City's discontinuance of utility services shall occur only in the manner described in ~~that~~ this ~~section~~.

   d. The City will not discontinue residential service for nonpayment if all of the following conditions exist:

      (1) The customer demonstrates that he or she is financially unable to pay for residential service within the City's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the City's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than two hundred percent (200%) of the federal poverty level; and

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b. A Payment Agreement containing these terms shall be signed by the accountholder or authorized account signer and submitted in person by the accountholder to the City's Finance Department ~~within three (3) business days of the customer's receipt of the Agreement from the City. The City shall proceed with the process to discontinue services provided to a customer if the customer fails to execute and return the Payment Agreement within such three (3) business day period~~.

c. ~~With the exception of customers falling within the parameters of Health and Safety Code Section 116910, t~~The City may, without providing further written notice, discontinue all City services provided to a customer who is subject to a payment plan under either of the following circumstances:

i. The customer fails to comply with his or her Payment Agreement; or

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AGENDA
STAFF REPORT

MEETING DATE: 6/2/2026	**AGENDA SECTION:** GENERAL BUSINESS

SUBJECT:
Presentation on receipt of a petition by property owners of Quail Run Estates (94-03) Landscape Assessment District to re-ballot the district on the district's assessment and provide direction

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RECOMMENDATION:

Recommendation:
That by motion:

1. Provide staff with direction on one of the following:

a. Re-ballot all property owners within the Quail Run Estates LAD (94-03) with a proposed annual assessment of $268.08 per lot, with all costs associated with the re-balloting process to be assumed by the current LAD, and return to Council for a Public Hearing on July 21, 2026; or

b. Direct staff to continue services at the current service levels and existing assessment rates

Recommended Motion:
I move to:

1. Provide staff with direction on one of the following:

a. Re-ballot all property owners within the Quail Run Estates LAD (94-03) with a proposed annual assessment of $268.08 per lot, with all costs associated with the re-balloting process to be assumed by the current LAD, and return to Council for a Public Hearing on July 21, 2026; or

b. Direct staff to continue services at the current service levels and existing assessment rates.

BACKGROUND:

The City of Hanford has been allowing the developers of subdivisions to form assessment districts under the Landscape and Lighting Act of 1972, which are subject to the requirements of Proposition 218, in lieu of using homeowners' associations for the maintenance of common features such as common area landscaping, irrigation systems, streetlights, and trees on local streets. The maintenance of these improvements is a special benefit to the development and enhances the land value for the individual

property owners in the district. Through an established Landscape Assessment District (LAD), each property owner pays an equal portion of the total annual costs to maintain the common landscape areas in their neighborhood and is assessed their portion of their property taxes each year.

The Quail Run Estates subdivision was originally established and approved by City Council in 1994, and was completed over five (5) construction phases, bringing the total lots within the Landscape and Lighting District to 272. The original maintenance assessment was $37.00 per lot and was later increased to the current $59.00 assessment by ballot in 2008. The Quail Run Estates District was later balloted in 2021 to increase the assessment and maintain a balanced budget, but failed to receive the required majority vote. The district has now fallen further into a budget deficit, and the City again presented a ballot measure in 2026 to increase the maintenance assessment to the property owners within the Quail Run Estates Landscape and Lighting District.

On February 4, 2026, the City mailed 272 ballots to parcels within the Quail Run Estates (94-03) LAD asking property owners to consider an assessment increase for common area landscaping and lighting for their neighborhood. The increase includes a park amenity replacement program, tree maintenance, landscape enhancements in the common area landscape, raising the assessment enough to eliminate the deficit balance, and pay for maintenance costs on an ongoing annual basis that have increased since the Quail Run Estates 94-03 District was formed.

On Saturday, February 21, 2026, City staff conducted a community meeting where approximately 30 of the Quail Run Estates residents/property owners attended. In this meeting, staff shared information on the current state of funding in the district's account, maintenance areas, and previous maintenance contract specifications. Staff also shared the balloting process that would need to be completed to increase the tax assessment to perform maintenance of the common area landscape and what the increased assessment would fund. Staff addressed several concerns and questions from residents/property owners.

On Tuesday, April 7, 2026, City staff held a Public Hearing at the regularly scheduled council meeting. Staff presented a brief presentation on the LAD, and Council then opened public comment. After public comment, staff counted all submitted ballots. Once tabulated, it was determined that the rate increase would not pass with a vote of 42 yes to 55 no votes. It was advised at the meeting that a failed ballot initiative would only be considered (again) if a petition by the majority of property owners was received requesting such an initiative.

Shortly after the April 7, 2026, meeting, several residents reached out to council members and City staff regarding the ballot totals. Concerns raised by residents included claims that some property owners had no advance knowledge of the vote or funding issues, that ballots had been cast and mailed but were not received by the City, and that some property owners never received a ballot.

Concerned residents also inquired about initiating a grassroots petition to re-ballot the property owners within Quail Run Estates, with the hope that an increased assessment would receive sufficient support to pass.

On May 13, 2026, Council Member Paden submitted on behalf of the residents of Quail Run Estates to the City a petition requesting a re-ballot. The petition contained signatures from 139 (137 is 50%) City-confirmed property owners, satisfying the majority threshold for the Council to consider directing a re-ballot process.

If the Council directs to proceed with re-balloting for the Quail Run Estates Landscaping and Lighting Assessment District (LAD 94-03), staff proposes returning it to Council on July 21, 2026, during the regularly scheduled Council meeting, for a public hearing concerning the matter and tally all submitted

ballots. This should allow time for an approved increase in assessment to be initiated by end of 2026 (2026/2027 tax roll), which would allow the district to not have services severely cut.

FISCAL IMPACT:

Table 1 shows the current and projected financial condition of the Quail Run Estates Landscape and Lighting District's annual shortfall. The City issued ballots to several districts that are in a deficit and are in need of an increase to their annual assessment to continue maintenance.

TABLE 1: Projected LLMAD Cash Balances

District #	District Name	Lots #	Beg. Cash Balance 06/30/25	2025/26 Assessment Revenue	2025/26 Operating Expenses (estimated)	Ending Balance 06/30/26 (estimated)
94-03	Quail Run Estates	272	($40,745.68)	$16,048.00	($14,522.00)	($39,219.68)

Table 2 displays the Quail Run Estates District's proposed annual assessment increase. The proposed increase, if approved, will fund a park amenity replacement program, tree maintenance, and landscape enhancements in the common area landscape, will raise the assessment enough to eliminate the deficit balance, and pay for maintenance costs on an ongoing annual basis. The increase in the benefit assessment will be implemented in the 2026/27 tax roll. A change is assessment is on an annual basis of $59 annual (current) or $4.92 per month, to $268.08 annual or $22.34 per month.

TABLE 2: Proposed Assessment

District #	District Name	Lots #	Current Annual Assessment		Proposed Annual Assessment		Proposed % Increase in Assessment
			District	Lot	District	Lot	
94-03	Quail Run Estates	272	$16,048.00	$59.00	$72,918.15	$268.08	354%

ATTACHMENTS:

1. Quail Run Estate Petition

Council Future Agenda Items				
Originated Date	**Item**	**Originator**	**Staff Lead**	**Date Estimate**
11/4/2025	Artificial Intelligence Policy Discussion	City Council	Chris Tavarez	TBD
11/18/2025	RFP for City Attorney Services	City Council	Chris Tavarez	Mid 2027