



Conference Room, 336 Pacific Avenue • Shafter, CA 93263

**AGENDA  
SPECIAL MEETING  
SHAFTER CITY COUNCIL  
THURSDAY, JULY 25, 2019**

**CALL TO ORDER:** 5:15 p.m.

**ROLL CALL:** Mayor Alvarado  
Mayor Pro Tem Lopez  
Council Member Garcia  
Council Member Givens  
Council Member Prout

**PLEDGE OF ALLEGIANCE:** Council Member Garcia

**INVOCATION:** Council Member Givens

**APPROVAL OF AGENDA:**

**PUBLIC COMMENT:**

*This portion of the meeting is reserved for persons wanting to address the Council only on matters listed on this agenda. Speakers are limited to five minutes unless additional time is needed for translation. Please state your name and address for the record before making your presentation.*

**MANAGEMENT REPORT:**

- MODIFIED COMMUNITY CORRECTIONAL FACILITY WALL REPAIR:** a request to find the proposal is exempt from the California Environmental Quality Act; authorize up to \$50,000 in wall repair work at the Modified Community Correctional Facility to include a contract with Pyramid Construction in the amount of \$40,990, plus contingencies; and approve the related budget amendment described herein. (City Manager Hurlbert)

**ROLL CALL**

**ADJOURNMENT:**

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Should anyone challenge any proposed action which is the subject of a public hearing listed on this agenda, that person may be limited to raising those issues addressed at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to this public hearing. Pursuant to the Americans with Disabilities Act, if you need special assistance to participate in a City Council Meeting, please contact the City Clerk at (661) 746-5000 prior to the meeting or time when special services are needed to allow City staff in making reasonable arrangements to provide you with access to the meeting. Any public record, relating to an open session agenda item, that is distributed within 24 hours prior to the meeting is available for public inspection in the City Clerk's Office at Shafter City Hall, 336 Pacific Ave., Shafter, CA 93263. This is to certify that this Agenda notice was posted at City Hall and the Police Dept. by 5:00 p.m., July 24, 2019. *Yazmina Pallares, S/S, City Clerk*

July 25, 2019

To Honorable Mayor and Members  
of the Shafter City Council

**MODIFIED COMMUNITY CORRECTIONAL FACILITY WALL REPAIR**

Recently water intrusion was discovered in a wall in the Modified Community Correctional Facility (MCCF) kitchen. Further inspection shows hidden damage. Although the damage does not present an “emergency”, there is a level of urgency to make repairs. Staff reached out to a number of construction contractors for prevailing wage bids. The best overall quote in terms of price, schedule and proposed materials was provided by Pyramid Construction.

Until the damaged material removed, the full extent of repairs will not be known so an appropriate budget for this project is recommended at \$50,000 to include the \$40,990 bid from Pyramid Construction, plus contingencies.

**CEQA ANALYSIS**

The proposal is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines in that the City is only repairing and replacing an existing pumping system that will not result in the expansion of the well site or pumping capacity.

**FISCAL IMPACT**

This repair was not anticipated in the adopted 2019-2020 Annual Operating Budget. It is recommended that the funds for these repairs be appropriated from the Corrections Building Replacement Fund which has a projected 6/30/2020 ending fund balance of \$113,744. The following budget amendment is needed to transfer funds from this replacement fund to the Corrections Operations fund and its ultimate expense within that fund:

Budget Amendment:

Corrections Building Replacement Fund- Transfer Out (574-99-380-7990)	\$50,000
Correction Operations Fund – Transfer In (571-99-3990-00)	\$50,000
Correction Operations Fund – Other Improvements (571-80-380-6850)	\$50,000

Pursuant to section 7.06(E) of the City Charter, the City Manager hereby certifies that monies in excess of those estimated in the budget are available for appropriation.

**RECOMMENDATION**

Council find the proposal is exempt from the California Environmental Quality Act; authorize up to \$50,000 in wall repair work at the Modified Community Correctional Facility to include a contract with Pyramid Construction in the amount of \$40,990, plus contingencies; and approve the related budget amendment described herein.

Scott Hurlbert  
City Manager

## **ATTACHMENTS**

1. Pyramid Construction Bid



Customer: City Of Shafter.  
336 Pacific Ave  
Shafter, Ca 93263

Job Name: Shafter CCF Wall Repair

This agreement is made this 23rd day of July, 2019, between The City Of Shafter, hereinafter called OWNER, whose address is 336 Pacific Ave, Shafter, Ca 93263 and PYRAMID CONSTRUCTION hereinafter called CONTRACTOR, whose California Contractor's License Number is 391395, and DIR # is 1000058298 and whose address is 1125 W. Columbus St, Bakersfield, California 93301.

In consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

1. Contractor agrees to perform the following described work, and complete same in a good, workmanlike manner, in accordance with plans and specification listed in Paragraph 15, herein:
2. In consideration of the covenants and agreements hereof being strictly performed and kept by Contractor, including the facilities, Owner agrees to pay Contractor the sum of Forty Thousand Nine Hundred Ninety Dollars . (\$ 40,990.00)
3. Payments for work shall be subject to approval of the owners, and when required, the appropriate agency of local government.

Progress and final payment to be made as follows:

- 10% (\$4,099.00) Due upon commencement of work
- 90% (\$36,891.00) Due within 35 days of completion

\_\_\_\_\_  
Owner's Acceptance

\_\_\_\_\_  
Date

4. Contractor agrees to commence work on or after 3 days of receipt of contract agreement. & all parties agree on start date. Contractor shall execute said work diligently and continuously to completion, Work shall be done in 2 phases, each phase to last apx 7 days. Delays beyond Contractor's control and/or added work may add days to the project schedule.

As a condition precedent to issuing written notice to proceed, Owner shall make a final determination that the project site is free from all know underground and above-ground obstructions which are to be removed by others, that all necessary arrangements with utilities and governments have been made respecting permits and fees, and that the site is in a condition which will allow the orderly, uninterrupted, progress of Contractor and Subcontractor in the proposed work. Utility fees, planning and permit fees not included.

5. Should the Owner at any time during the progress of the work request any modification, alterations or deviations in, additions to, or omissions from this contract, he shall be at liberty to do so, and the same shall in no way affect or make void this contract. The Contract price may be increased or decreased, as the case may be, by a fair and reasonable valuation based on actual cost to contractor, plus a reasonable profit to the Contractor, as agreed to in writing by the contractor and Owner prior to performance of the modification by Contractor. This contract shall be held to be completed when the work is finished in accordance with the original plans as amended or modified by such changes.
6. Should Contractor, at any time during the progress of the work, refuse or neglect to supply sufficient material or workman for the expeditious progress of said work, owner may upon giving three days written notice to Contractor by registered mail, provide the necessary material and workman to finish the said work and may enter upon the premises for such purpose and complete said work, and the expense thereof shall be deducted from Contract price.
7. The Contractor shall not be responsible for any damage occasioned by the owner or Owner's agent, acts of nature, earthquake, flood or other causes beyond the Contractor's control, unless otherwise provide for herein.
8. Owner agrees to sign and file for record within ten days after completion of said work, a notice of completion, and Contractor agrees upon receipt of final payment, to release the said work and property from any and all claims that may have accrued against same by reason of said construction.
9. Before commencing work, Contractor shall obtain at his expense and agrees to keep in effect during the life of this Contract, the following bonds and insurance:

General Liability Insurance and Workers Comp. Insurance

\_\_\_\_\_  
Owner's Acceptance

\_\_\_\_\_  
Date

10. Any controversy or claim arising out of or relating to the Contract, or the breach thereof, shall be settled in arbitration in accordance with the Rules of American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

Should either party hereto, bring suit in court before an Arbitration Association to enforce the terms hereof, any judgment awarded shall include court costs, interest on capital, if applicable, and reasonable attorney's fees to the successful party.

11. Upon completion of work, Contractor agrees to remove all debris and surplus materials associated with the Contract from the Owner's property.

12. The Contractor shall not assign or transfer this Contract.

13. Time is of the essence of this Contract as to both parties hereto.

14. **Guarantee.** If within one year of the date of filing of aforementioned notice of completion, any of the work is found defective or not in accordance with this Contract, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

15. List of plans, drawings, and specifications.

- Exhibit "A" Attached – Phase 1 Cost Breakdown
- Exhibit "B" Attached –Phase 2 cost breakdown

16. Miscellaneous Items:

- Extra work or changes to be pre-approved and shall be figured on a cost plus 20% basis and invoiced separately from this contract.

IN WITNESS WHEREOF the said parties hereunto set their hand the day and year first written above.

PYRAMID CONSTRUCTION

Contractor

Owner(s)

By  \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Date 7/24/19 \_\_\_\_\_

Date \_\_\_\_\_



