

*Rosamond Community Services District
Regular Board Meeting – Agenda
Wednesday, May 22, 2024 @ 5:30PM*

**REGULAR MEETING OF THE
BOARD OF DIRECTORS
ROSAMOND COMMUNITY SERVICES DISTRICT**

5:30PM Closed Session
6:00 PM Regular Board Meeting
Wednesday, May 22, 2024
District Board Room
3179 35th Street West
Rosamond, CA 93560

Teleconference
1-877-411-9748
Access Code: 5150560

Agenda

CALL TO ORDER Time: _____

ROLL CALL

Director Greg Washington
Director Alfred Wallis
Director Rick Webb
Vice President Ben Stewart
President Byron Glennan

General Manager (GM) Kim Domingo
Director of Public Works John Houghton
Director of Administration Sherri Timm
Legal Counsel, John Komar, Esq.

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA Motion: _____ 2nd: _____

PUBLIC COMMENTS

(At this time, any person may address the Board on any subject within the District’s jurisdiction which is not on the agenda. However, any non-agenda matter will be referred to staff for a report and/or action at a subsequent Board meeting and no action can be taken on any such item discussed unless the action has been authorized under §54954.2(b) of the Government Code. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board consideration and action. Speakers are requested to limit comments to five (5) minutes.)

VOLUNTARY PUBLIC ROLL-CALL VIA TELECONFERENCE

(If any member of the public on the teleconference/video conference wishes to identify themselves as present for this meeting, please do so for the records/minutes)

CLOSED SESSION Time: _____

Motion _____ 2nd _____

**CS 1. CONFERENCE WITH LEGAL COUNSEL-
Anticipated Litigation (Govt. Code, § 54956.9(d)(2)(3)).**

**CS 2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Govt. Code, § 54956.8.)
Description of Property: Easements for water pipeline
Agency Negotiator: Kim Domingo
Negotiation Parties: RCSD and property owners
Under Negotiation: Price and terms**

PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION

Time Out of Closed Session: _____

Motion _____ 2nd _____

____ No Reportable Action ____ Reportable Action by: _____

6:00 P.M. OPEN SESSION Time: _____

PUBLIC COMMENTS

(At this time, any person may address the Board on any subject within the District’s jurisdiction which is not on the agenda. However, any non-agenda matter will be referred to staff for a report and/or action at a subsequent Board meeting and no action can be taken on any such item discussed unless the action has been authorized under §54954.2(b) of the Government Code. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board consideration and action. Speakers are requested to limit comments to five (5) minutes.)

VOLUNTARY PUBLIC ROLL-CALL VIA TELECONFERENCE

(If any member of the public on the teleconference/video conference wishes to identify themselves as present for this meeting, please do so for the records/minutes)

CONSENT CALENDAR

CC 1 Review of the check/voucher register dated April 16, 2024 through April 29, 2024| Payroll (Direct Deposit) dated April 24, 2024 | Payroll (Check) dated April 24, 2024

CC 2 Review of the check/voucher register dated April 30, 2024 through May 13, 2024 | Payroll (Direct Deposit) dated May 8, 2024| Payroll (Checks) dated May 8, 2024

CC 3 By motion, discuss and receive Cash Balances April 2024 report.

Motion: _____ 2nd: _____

PUBLIC HEARING

PH 1. Annual Budget Adoption (Presenter District Finance Consultant
Dr. Brad Rockabrand.)

- A.** Public Hearing regarding the adoption of **Resolution No. 2024-1.**
 - 1) Opening of public hearing.
 - 2) Brief presentation from District Staff.
 - 3) Receipt of public testimony.
 - 4) Closing of the public hearing.
- B.** Adopt **Resolution No. 2024-1**, adopting the Annual Budget for the Fiscal Year Ending June 30, 2025.

Motion: _____ 2nd: _____

New Business

NB 1. Identify Apparent Low, Responsive and Responsible Bid and Approve Agreement with Bowman Asphalt, Inc., for Rosamond Boulevard Utility Covers Adjustment Project. (Presenter Kim Domingo)

Motion: _____ 2nd: _____

NB 2. Approval of Resolution No. 2024-2, Adopting Initiating Proceedings for the Levy and Collection of Assessments for the Landscape and Lighting Assessment District No. 2 for Fiscal Year 2024-2025. (Presenter GM Kim Domingo)

Motion: _____ 2nd: _____

NB 3. Approval of Resolution 2024-3, Adopting Declaring Rosamond Community Services District’s Intention to Levy and Collect Assessments for the Landscaping and Lighting Assessment District No.2 for Fiscal Year 2024-2025. (Presenter GM Kim Domingo)

Motion: _____ 2nd: _____

NB 4. Adopt Resolution No. 2024-4, to Provide for the Collection of Water and Sewer Service Base Fees Through the Tax roll of Kern County. (Presenter Director of Administration Sherri Timm)

Motion: _____ 2nd: _____

DIRECTOR REPORTS/COMMENTS/FUTURE AGENDA ITEMS

GENERAL COUNSEL UPDATE

John Komar, Esq

GENERAL MANAGER UPDATE

Kim Domingo

DIRECTOR OF ADMINISTRATION UPDATE

Sherri Timm

PUBLIC WORKS UPDATE

John Houghton

ADJOURNMENT Time: _____ Motion: _____ 2nd: _____

Requirements Regarding Disabled Access: In accordance with Government Code §54954.2(a), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the RCSD Board Secretary at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. Please contact the Board Secretary by telephone at (661) 256-3411, Email: stimm@rosamondcsd.com or in writing at the Rosamond Community Services District, Attn: Board Secretary 3179 35th Street West, Rosamond, CA 93560.

Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors. Any such writing will be available for public inspection at the District offices located at 3179 35th Street West, Rosamond, CA 93560. In addition, any such writing may also be posted on the District's web site.

STAFF REPORT

Rosamond Community Services District

DATE: May 22, 2024
TO: Board of Directors
FROM: Kim Domingo, General Manager
Brad Rockabrand, Financial Consultant
Subject: Adoption of Resolution No. 2024-1– Annual Budget for Fiscal Year Ending June 30, 2025

RECOMMENDATION:

Approve Resolution No. 2024-1, adopting the FY 24-25 budget.

BACKGROUND:

Two budget workshops have been conducted prior to the proposed action. The first workshop was conducted at the May 13, 2024 Finance Committee meeting and the second workshop was conducted with your Board on May 16, 2024. Staff received input from the Board, conducted planning sessions internally and provided recommendations to our financial consultant for inclusion in the proposed budget.

ANALYSIS:

The attached budget was developed using data from proposed and/or current vendors in addition to trending data from the previous 3 years to determine our expenses and is in a form that is consistent with previous budgets. The line item costs have been adjusted to reflect staff input as they relate to anticipated operational increases. The salary costs include the MOU increase and anticipated step, merit or promotion increases.

FISCAL REVIEW:

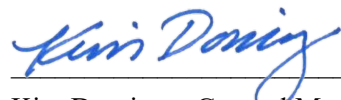
The proposed budget is balanced and based upon the current water and sewer use rates.

LEGAL REVIEW:

None

CONCLUSION:

Staff requests adoption of the recommended budget.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Resolution 2024-1

STAFF REPORT

Rosamond Community Services District

DATE: May 22, 2024
TO: Board of Directors
FROM: Kim Domingo, General Manager
Subject: Identify Apparent Low, Responsive and Responsible Bid and Approve Agreement with Bowman Asphalt, Inc., for Rosamond Boulevard Utility Covers Adjustment Project

RECOMMENDATION:

Identify Bowman Asphalt, Inc. as the low bid, approve the agreement with same for the Rosamond Boulevard Utility Covers Adjustment Project and authorize the President to execute the agreement.

BACKGROUND:

This project involves raising water and sewer utility access covers to grade within Rosamond Boulevard, which is currently undergoing a repaving project. The utility covers adjustments are not a part of the paving project and are the District's responsibility under the franchise agreement with Kern County.

On December 14, 2023, the District entered into an agreement with AECOM to prepare a bid package to adjust the utility covers within Rosamond Boulevard after a repaving project was completed. On April 10, 2024, your Board approved the bid package and the advertisement for bids under the informal bid process via CUPCCA. On May 7, 2024, bids were publicly opened and read with the below results:

| Bidder | Bid |
|----------------------|--------------|
| Bowman Asphalt, Inc. | \$99,790.00 |
| Cen-Cal Construction | \$164,200.00 |

ANALYSIS:

Staff has confirmed that the completed bid documents for the low bid are in order and have deemed them responsive and responsible.

FISCAL REVIEW:

The costs for the construction phase of this project are budgeted in Capital Project Nos. 01243 and 02243, and there are adequate funds available in these budget balances for completion of the project.

LEGAL REVIEW:

N/A

CONCLUSION:

Approval is recommended.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Draft Agreement (Contractor Executed Agreement Provided at Meeting)

**DOCUMENT 00 5200
AGREEMENT**

THIS AGREEMENT, entered into on this _____ day of _____, is by and between **Bowman Asphalt, Inc.**, whose place of business is located at 3333 Gibson Street, Bakersfield, CA 93308 ("Contractor"), and the ROSAMOND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (hereinafter "Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, in consideration for the promises and payment to be made and performed by Owner, and under the conditions expressed in the incorporated Bid Proposal (Bid), bonds and related papers, Contractor agrees to do all the work and furnish all the materials at the expense of Contractor (except such as the Specifications state will be furnished by Owner) necessary to construct and complete in a good and workmanlike manner to the satisfaction of the Rosamond Community Services District all the work shown and described in the plans and specifications for the project known as:

ROSAMOND BLVD. UTILITY COVERS ADJUSTMENT PROJECT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum of **Ninety Nine Thousand, Seven Hundred, Ninety Dollars (\$99,790)** for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

- A. Contractor shall commence Work on the date established in the Notice to Proceed (**Commencement Date**).
- B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

- A. Contractor shall achieve Final Completion of the entire Work 30 **Working** Days from the Commencement Date.

ARTICLE 3 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

3.01 Liquidated Damage Amounts

- A. As liquidated damages for delay Contractor shall pay Owner five Hundred **dollars (\$500)** for each Calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

3.02 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.

- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 4 - CONTRACT DOCUMENTS

- 4.01** Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

| | |
|-----------------------|---|
| Document 00 0101 | Title Page |
| Document 00 1113 | Notice to Contractors |
| Document 00 2113 | Instruction to Bidders |
| Document 00 4100 | Bid Form |
| Document 00 4412 | Bidder Information Form |
| Document 00 4430 | Subcontractors List |
| Document 00 4452 | Non-Collusion Declaration |
| Document 00 4453 | Iran Contracting Act Certification |
| Document 00 4455 | Bidder Certifications |
| Document 00 5199 | Proposed Contract Documents Transmittal Agreement |
| Document 00 5200 | Agreement |
| Document 00 5590 | Release of Claims |
| Document 00 6001 | Construction Performance Bond |
| Document 00 6002 | Construction Labor and Material Payment Bond |
| Document 00 6003 | Guaranty |
| Document 00 6200 | Withheld Contract Funds Certification |
| Document 00 7200 | General Conditions |
| Document 00 7280 | Apprenticeship Programs |
| Document 00 7300 | Supplementary Conditions – Insurance |
| Document 00 9111 | Addendum Form - RCSD |
| Master Specifications | Divisions 01 through 52 |
| Drawings | |

- 4.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 5 - MISCELLANEOUS

- 5.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4216 (Definitions) and will have the meaning indicated therein.
- 5.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 5.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.
- 5.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to

California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

5.05 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Kern, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Kern.

IN WITNESS WHEREOF the parties have executed five original Agreements on the day and year first above written.

RECOMMENDED AND APPROVED
AS TO CONTENT:

CONTRACTOR:

By _____
Kim B. Domingo, General Manager

Firm's Name

Type of Entity
(Corporation, partnership, sole proprietorship)

ROSAMOND COMMUNITY SERVICES DISTRICT

By _____
Signature

By _____
Byron Glennan
President, Board of Directors

Typed Name

Title of Individual Executing Document on behalf of Firm

NOTICE: CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND ARE REGULATED BY CONTRACTORS' STATE LICENSE BOARD. QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THAT BOARD, WHOSE ADDRESS IS: CONTRACTORS' STATE LICENSE BOARD, 1020 "N" STREET, SACRAMENTO, CALIFORNIA 95814.

END OF DOCUMENT

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**DOCUMENT 00 6001
CONSTRUCTION PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

- A. THAT WHEREAS, the ROSAMOND COMMUNITY SERVICES DISTRICT (hereinafter “**Owner**”), a public agency of the State of California, has awarded to Bowman Asphalt, Inc., as Principal, a contract dated _____ (the “**Contract**”), in the amount of **\$90,970.00**. The Contract is by this reference made a part hereof, for the work of the following project:

ROSAMOND BLVD. UTILITY COVERS ADJUSTMENT PROJECT

- 1.02** AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;
- 1.03** NOW, THEREFORE, we, the undersigned Principal and _____, as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 1.04** THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal’s part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
- 1.05** No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
- 1.06** Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:
- A. Undertake through its agents or independent contractors (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

1.07 Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. If suit is brought upon this bond the Surety shall pay reasonable costs and attorney's fees to be fixed by the court.

1.08 Surety may not use Contractor to complete the Contract absent Owner's Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.

1.09 No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

1.10 Surety shall join in any proceedings brought under the Contract upon Owner's demand, and shall be bound by any judgment.

1.11 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this ___ day of _____, 20__.

CONTRACTOR AS PRINCIPAL
(Corp. Seal)

SURETY
(Corp. Seal)

Company

Company

Signature

Signature

Name & Title

Name & Title

Address

Address

City, State, Zip Code

City, State, Zip Code

Phone

END OF DOCUMENT

DOCUMENT 00 6002
CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, the ROSAMOND COMMUNITY SERVICES DISTRICT (hereinafter "**Owner**"), a public agency of the State of California, has awarded to Bowman Asphalt, Inc., as Principal, a contract dated _____ (the "**Contract**"), in the amount of **\$99,970.00**. The Contract is by this reference made a part hereof, for the work of the following project:

ROSAMOND BLVD. UTILITY COVERS ADJUSTMENT PROJECT

- A. AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
- B. NOW, THEREFORE, we, the undersigned Principal and _____, as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE (**\$99,970.00**) for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- C. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code §9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
- D. This bond shall inure to the benefit of any of the persons named in California Civil Code §9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
- E. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
- F. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing

Owner's rights against the other. If suit is brought upon this bond the Surety shall pay reasonable costs and attorney's fees to be fixed by the court.

G. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 20__.

CONTRACTOR AS PRINCIPAL

(Corp. Seal)

SURETY

(Corp. Seal)

Company

Company

Signature

Signature

Name & Title

Name & Title

Address

Address

City, State, Zip Code

City, State, Zip Code

Phone

END OF DOCUMENT

**DOCUMENT 00 6003
GUARANTY**

TO: THE ROSAMOND COMMUNITY SERVICES DISTRICT (hereinafter "Owner"), for construction of **Rosamond Blvd. Utility Covers Adjustment Project** located at **Rosamond Blvd. between Stevenson Street and 25th Street West in Rosamond, CA.**

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to Owner for a period of one year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

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The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date

Name/Title

Contractor

Signature

For maintenance, repair or replacement service contact:

Name

Telephone

Address

Alt. Telephone

City, State, and Zip

END OF DOCUMENT

**DOCUMENT 00 6200
WITHHELD CONTRACT FUNDS CERTIFICATION**

Public Contract Code Section §22300 requires the inclusion in invitations for public agency bids and in public agency contracts a provision which will, at the expense of the contractor, permit the substitution of securities of equal value for any construction progress monies withheld to ensure performance under a contract. Therefore, as a contractor on: **Rosamond Blvd. Utility Covers Adjustment Project**

- [] I do not intend to substitute securities for monies withheld and thereby avail myself of the process and rights provided in Public Contract Code Section §22300.
- [] I do intend to exercise my option as specified in Public Contract Code Section §22300 and hereby agree to the following:
1. I will establish an escrow agreement satisfactory to the Owner, with a state or federally chartered bank, which shall contain at a minimum provisions governing inter alia:
 - a. The amount of securities to be deposited;
 - b. The type of securities to be deposited, (eligible securities for deposit are described in Government Code Section 16430);
 - c. The providing of powers of attorney or other documents necessary for the transfer of the securities deposited;
 - d. The terms and conditions of conversion to cash to provide funds to meet defaults by the Contractor including, but not limited to termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract;
 - e. The decrease in value of securities on deposit; and
 - f. The termination of the escrow agreement upon completion of the contract and acceptance by the Owner.
 2. I will obtain written consent of the surety to any such agreement; and
 3. I will attach to each progress payment submitted a notarized copy of escrow instructions executed by agents thereof and on bank letterhead as proof that such an account has been established. Such instructions will set forth that securities deposited shall not be withdrawn for any purpose (with contractor's complete and unreserved agreement) without prior written approval by the Rosamond Community Services District with respect to the project herein above referenced.

Signature of Bidder

END OF DOCUMENT

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STAFF REPORT

Rosamond Community Services District

Date: May 22, 2024

To: The Board of Directors

From: Sherri Timm, Director of Administration

Subject: FY 2024/25 Annual Proceedings for LLAD No. 2 (Resolution of Initiation No. 2024-2 and Resolution of Intention No. 2024-3)

I. BACKGROUND:

LLAD No. 2 (“the District”) was formed pursuant to the Landscaping and Lighting Act of 1972. The District is divided among 51 zones with assessments involving 3,953 parcels. Revenues from the assessments are utilized for ongoing operation, maintenance, and servicing of street lighting improvements.

Every year, the maximum assessment rate is increased by the Consumer Price Index, but the actual assessment levies are based on the actual costs incurred to maintain the street lighting improvements of the District up to the maximum assessment rate.

II. DISCUSSION:

The Resolution of Initiation sets the assessment procedure in action for the FY 2024/25 tax roll. The Resolution of Intention will preliminarily approve the Engineer’s Report and set a time and place for the Public Hearing.

After public input on the date of the Public Hearing, the Board of Directors may then adopt a resolution confirming the assessments and ordering the levy of assessments in the District.

The attached resolutions are required by California Streets and Highways Code, Section 22622.

III. FISCAL IMPACT:

No cost is attributed by this action. There is no budgetary impact, unless the attached resolutions and the following resolutions from the public hearing are not passed. This would impair the ability of the CSD to collect the assessments needed to pay the District expenses and the General Fund would be used to fund the District expenses.

IV. RECOMMENDATION:

Staff recommends that the Board of Directors, by motion, approve and adopt the following resolutions related to the maintenance of public improvements in the District for the FY 2024/25 tax roll.

Sherri Timm, Director of Administration

Kim Domingo, General Manager

ATTACHMENTS:

Resolution No. 2024-2, Resolution No. 2024-3 and Engineer's Report

STAFF REPORT

Rosamond Community Services District

DATE: May 22, 2024

TO: Board of Directors

FROM: Sherri Timm, Director of Administration

Subject: Adoption of Resolution No. 2024-4 by the Board of Directors of Rosamond Community Services District to Provide for the Collection of Water and Sewer Base Fees Through the Tax Roll of Kern County.

RECOMMENDATION:

By motion, adopt **Resolution No. 2024-4** of the Board of Directors of Rosamond Community Services District to provide for the collection of water and sewer base fees through the tax roll of Kern County.

BACKGROUND:

Base rates cover the infrastructure costs associated with delivering clean drinking water and disposing of sewage. These costs include system maintenance, equipment, facilities, customer service, administrative costs, and personnel. Base rates do not vary from month to month.

The District has been using the collection method of tax roll levy for charging and collecting the base water and sewer fees since 2020.

ANALYSIS:

This manner of collection of service fees is exempt from Proposition 218.

Government Code section 61115(b) authorizes the District to provide for the collection of base fees for water and sewer service on the tax roll in the same manner as property tax.

FISCAL REVIEW:

No cost is attributed by this action. There is no budgetary impact unless the attached resolution is not passed. This would impair the ability of the RCSD to collect the assessments needed to pay the District expenses.

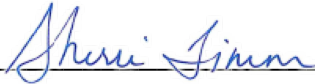
LEGAL REVIEW:

N/A

CONCLUSION:

Staff recommends that the Board of Directors, by motion, approve and adopt the following **Resolution No.2024-4** related to water and sewer base fees through the tax roll of Kern County for the FY 2024/25.

Kim Domingo General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Resolution 2024-4

Exhibit A:

Preliminary billing detail for water base fees

Exhibit B:

Preliminary billing detail for sewer base fees