

City Council Agenda



JULY 9, 2013

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



Mayor
John S. Lazar

Council Members
Amy Bublak **Steven Nascimento**
Forrest White **William DeHart, Jr.**
Vice Mayor

City Manager
Roy W. Wasden
City Clerk
Kellie E. Weaver
City Attorney
Phaedra A. Norton

SPEAKER CARDS: To accommodate those wishing to address the Council and allow for staff follow-up, speaker cards are available for any agenda item or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

NOTICE REGARDING NON-ENGLISH SPEAKERS: The Turlock City Council meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

EQUAL ACCESS POLICY: If you have a disability which affects your access to public facilities or services, please contact the City Clerk's Office at (209) 668-5540. The City is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the City to process and respond to your request.

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the City Council on any item appearing on the agenda, including Consent Calendar and Public Hearing items, before or during the City Council's consideration of the item.

AGENDA PACKETS: Prior to the City Council meeting, a complete Agenda Packet is available for review on the City's website at www.cityofturlock.org and in the City Clerk's Office at 156 S. Broadway, Suite 230, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Council after distribution of the Agenda Packet are also available for public inspection in the City Clerk's Office. Such documents may be available on the City's website subject to staff's ability to post the documents before the meeting.

1. **A. CALL TO ORDER**
B. SALUTE TO THE FLAG

2. **PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS**
 - A. Proclamation: Dr. Joseph Sheley, newly appointed President, California State University, Stanislaus
 - B. Proclamation: Parks & Recreation Month, July 2014, accepted by Allison Van Guilder

3. **A. SPECIAL BRIEFINGS:** None
B. STAFF UPDATES
 1. Capital Projects and Building Activity (*Pitcock*)

C. PUBLIC PARTICIPATION

This is the time set aside for members of the public to directly address the City Council on any item of interest to the public, before or during the City Council's consideration of the item, that is within the subject matter jurisdiction of the City Council. You will be allowed three (3) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter.

No action or discussion may be undertaken on any item not appearing on the posted agenda, except that Council may refer the matter to staff or request it be placed on a future agenda.

4. A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. CONSENT CALENDAR

Information concerning the consent items listed hereinbelow has been forwarded to each Councilmember prior to this meeting for study. Unless the Mayor, a Councilmember or member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Council. The action taken by the Council in approving the consent items is set forth in the explanation of the individual items.

- A. Resolution: Accepting Demands of 6/6/13 in the amount of \$2,894,653.19; Demands of 6/13/13 in the amount of \$3,025,458.96
- B. Motion: Accepting Minutes of Special Meeting of June 13, 2013; Minutes of Regular Meeting of June 25, 2013
- C.
 1. Resolution: Appropriating \$15,900 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Capital Facility Fees from Fund 305-40-440.51270 for City Project No. 0740, "Landscape Golden State Boulevard from Christoffersen Parkway to Roberts Road," to complete the necessary funding required for the project
 2. Motion: Approving Contract Change Order No. 2 (Final) for a credit of \$13,955.90 (Fund 215) for City Project No. 0740, "Landscape Golden State Boulevard from Christoffersen Parkway to Roberts Road," bringing the contract total to \$404,758.39, and authorizing the City Engineer to file a Notice of Completion
- D.
 1. Resolution: Appropriating \$31,700 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Capital Facility Fees from Fund 305-40-440.51270 for City Project No. 0870, "Landscape Golden State Boulevard from Roberts Road to Monte Vista Avenue," to complete the necessary funding required for the project
 2. Motion: Approving Contract Change Order No. 2 (Final) for a credit in the amount of \$4,791.50 (Fund 215) for City Project 0870, "Landscape Golden State Boulevard from Roberts Road to Monte Vista Avenue," bringing the contract total to \$361,972.80, and authorizing the City Engineer to file a Notice of Completion
- E. Motion: Approving Contract Change Order No. 2 in the amount of \$11,620 (Fund 420) for City Project 10-24, "Well #40 Sitework," bringing the contract total to \$222,486.35
- F. Motion: Accepting improvements for City Project No. 12-61, "HVAC Replacements at Turlock Regional Water Quality Control Facility," and authorizing the City Engineer to file a Notice of Completion
- G. Motion: Approving the advertisement for construction proposals for City Project No. 13-21, "Slurry Seals 2013"
- H.
 1. Motion: Approving a Retainer Agreement for Fiscal Years 2013-2015 in an amount not to exceed \$100,000 with ENGEO, Inc., of Ripon, CA, for City Project No. 13-31, "RFQ for Materials Testing and Inspection Retainer Agreement"

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2. Motion: Approving a Retainer Agreement for Fiscal Years 2013-2015 in an amount not to exceed \$100,000 with Kleinfelder West, Inc., of Modesto, CA, for City Project No. 13-31, "RFQ for Materials Testing and Inspection Retainer Agreement"
- I. 1. Motion: Approving a Retainer Agreement for Fiscal Years 2013-2015 in an amount not to exceed \$50,000 with Associated Right of Way Services, Inc., of Pleasant Hill, CA, for City Project No. 13-32, "RFQ for Property Appraisal Services Retainer Agreement"
2. Motion: Approving a Retainer Agreement for Fiscal Years 2013-2015 in an amount not to exceed \$50,000 with Bender Rosenthal, Inc., of Sacramento, CA, for City Project No. 13-32, "RFQ for Property Appraisal Services Retainer Agreement"
- J. Motion: Approving the contract between the City of Turlock and United States Judo Federation to offer judo classes
- K. Motion: Approving the contract between the City of Turlock and Kid Time Fitness to offer youth gymnastic classes
- L. Motion: Approving an Agreement between the City of Turlock Police Department and Jocelyn E. Roland, PH.D., to provide counseling/psychotherapy services to all sworn officers, dispatchers, and community service officers of the Turlock Police Department at no cost to the covered employee, for the period of July 1, 2013, through June 30, 2014
- M. Resolution: Authorizing the overhiring of one (1) Evidence and Property Specialist within the Special Operations Division of the Police Department through an interdepartmental recruitment of full-time, part-time, and volunteer staff, and outside recruitment if necessary in compliance with City of Turlock Personnel System Rules and Regulations Section 16:01 (Rule of Five) and the potential recruitment of a position vacated by the appointment to the position of Evidence and Property Specialist through an in-house recruitment of full-time, part-time, and volunteer/intern staff, and outside recruitment if needed
- N. Motion: Authorizing the City Manager to sign and mail a letter of support for the Fire Sprinkler Incentive Act – Senate Bill S.1163 (Carper – 2013)

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS**

- A. Request to repeal Turlock Municipal Code Title 4, Chapter 6, Article 2, regarding Parking Meter Zones. (*Nielsen*)

Recommended Action:

Ordinance: Repealing Turlock Municipal Code Title 4, Chapter 6, Article 2, regarding Parking Meter Zones

- B. Request to establish the Turlock Downtown Property Owners Association's Property and Business Improvement District #3. (*Wasden*)

Recommended Action:

Resolution: Establishing the Turlock Downtown Property Owners Association's Property and Business Improvement District #3

8. SCHEDULED MATTERS

- A. Request for guidance and direction from Council regarding residential street closures, particularly as it relates to fees and insurance requirements. (*York*)

Recommended Action: None – Informational Item Only

- B. Request to direct Turlock Scavenger to deliver to Merced County Regional Waste Management Authority a minimum of ninety (90%) percent of the non-diverted refuse/solid waste collected by Turlock Scavenger for a period not to exceed one hundred and twenty (120) calendar days. (*Madden*)

Recommended Action:

Resolution: Directing Turlock Scavenger to deliver to Merced County Regional Waste Management Authority a minimum of ninety (90%) percent of the non-diverted refuse/solid waste collected by Turlock Scavenger for a period not to exceed one hundred and twenty (120) calendar days

- C. Request to approve the City of Turlock Safety Program and authorize the implementation of the procedures and general safety orders. (*White*)

Recommended Action:

Resolution: Approving the City of Turlock Safety Program and authorizing the implementation of the procedures and general safety orders outlined within, effective immediately

- D. Request to provide direction to staff regarding possible implementation of a special or general tax increase through the use of sales or parcel tax monies for funding sources for critical infrastructure and service related issues. (*Wasden*)

Recommended Action:

Motion: Providing direction to staff regarding possible implementation of a special or general tax increase through the use of sales or parcel tax monies for funding sources for critical infrastructure and service related issues

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

10. COUNCIL COMMENTS

Councilmembers may provide a brief report on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

11. CLOSED SESSION

- A. Public Employee Performance Evaluation, Cal. Gov't Code §54957
Title: City Attorney

- B. Conference with Labor Negotiators, Cal. Gov't Code §54957.6
Agency Negotiators: Roy W. Wasden/Dave Young
Employee Organization: Turlock Associated Police Officers
Employee Organization: Turlock City Employee Association
Employee Organization: Turlock Firefighters Association. Local 2434
Employee Organization: Turlock Management Association-Public Safety
Unrepresented Employees: Accountant, Sr., Assistant to the City Manager for Economic Development/Community Housing, Community Housing Program Supervisor, Deputy Development Services Director/Planning, Development Services Director/City Engineer, Development Services Supervisor/City Surveyor, Executive Assistant to the City Manager/City Clerk, Finance Customer Service Supervisor, Fire Chief, Human Resources Manager, Human Resources Technician, Legal Assistant, Municipal Services Director, Municipal Services Deputy Director, Payroll Coordinator, Principal Civil Engineer, Regulatory Affairs Manager, Secretary/Deputy City Clerk, Executive Administrative Assistant/Public Safety, Technical Services Manager, Traffic/Transportation Engineering Supervisor, Utilities Manager, Water Quality Control Division Manager

12. ADJOURNMENT

IN HONOR OF

DR. JOSEPH F. SHELEY, PRESIDENT

CALIFORNIA STATE UNIVERSITY, STANISLAUS

WHEREAS, Dr. Joseph F. Sheley was appointed as interim President of California State University, Stanislaus, on June 11, 2012, and thereafter received permanent appointment as President of California State University, Stanislaus, on May 22, 2013; and

WHEREAS, Dr. Sheley's dedication and commitment to the University and the City of Turlock are evidenced by his tremendous success in building strong campus and community partnerships; and

WHEREAS, Dr. Sheley has demonstrated a sound understanding of the needs of our local community; and

WHEREAS, Dr. Sheley excels at developing solid working relationships with local educational and professional leaders; and

WHEREAS, Dr. Sheley's refreshing outlook and community-centered approach to education is extremely welcome and well-received; and

WHEREAS, the Turlock City Council, City staff, and our community look forward to a long lasting and successful partnership with California State University, Stanislaus, under the leadership of Dr. Joseph Sheley.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby recognize "**DR. JOSEPH F. SHELEY**" on his appointment as President of California State University, Stanislaus, and extend our best wishes and full support as he begins this new endeavor.

IN WITNESS WHEREOF, I, JOHN LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 9th day of July, 2013.

JOHN LAZAR, MAYOR
City of Turlock, County of Stanislaus,
State of California

2B

**IN HONOR OF
PARKS & RECREATION MONTH
Parks Make Life Better!SM
July 2013**

WHEREAS, parks and recreation makes lives and communities better now and in the future; and

WHEREAS, 98% of California households indicated they visited a local park at least once in the past year; most often visiting a park with family and friends; and

WHEREAS, parks provide access to the serenity and the inspiration of nature and safe indoor and outdoor spaces to play and exercise; and

WHEREAS, parks preserve and protect the historic, natural and cultural resources in our community; and

WHEREAS, recreation fosters human development, providing positive alternatives for children and youth during non-school hours to reduce crime and mischief thereby helping children and youth develop and grow into healthy and productive adults; and

WHEREAS, parks and recreation offer places, spaces and programs that facilitate social connections, human development, therapy, the arts, and lifelong learning; and

WHEREAS, parks and recreation strengthens community image, sense of place and increases cultural unity; and

WHEREAS, parks and recreation provides opportunities for directed and self-directed activities which encourage healthy movement; and

WHEREAS, the City of Turlock urges all its residents to recognize that parks and recreation enriches the lives of its residents and visitors as well as adding value to the community's homes and neighborhoods.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock do hereby proclaim the month of July, 2013 as "**PARKS & RECREATION MONTH**" and acknowledge that *Parks Make Life Better!*, and in so doing, urge all citizens to use and enjoy our parks and recreational opportunities.

IN WITNESS WHEREOF, I, JOHN LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 9th day of July, 2013.

JOHN LAZAR, MAYOR
City of Turlock, County of Stanislaus,
State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS }
OF 6/6/13 IN THE AMOUNT OF }
\$2,894,653.19; DEMANDS OF 6/13/13 IN THE }
AMOUNT OF \$3,025,458.96 }

RESOLUTION NO. 2013-

WHEREAS, the City has received demands for ratification and approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept Demands as follows:

Demands of:	In the Amount of:
6/6/13	\$2,894,653.19
6/13/13	\$3,025,458.96

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of July, 2013, by the following vote:

- AYES:
- NOES:
- NOT PARTICIPATING:
- ABSENT:

ATTEST:

Kellie E. Weaver, City Clerk
City of Turlock, County
of Stanislaus, State of California

Payment Register

From Payment Date: 5/31/2013 - To Payment Date: 6/6/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
93389	06/03/2013	Open			Accounts Payable	TURLOCK CONVENTION BUREAU	\$74,050.55		
	Paying Fund			Cash Amount					
	120 - Tourism			120.11000 (Cash)				\$74,050.55	
93390	06/04/2013	Open			Utility Management Refund	BAKER, ROBERT	\$27.27		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$27.27	
93391	06/04/2013	Open			Utility Management Refund	BARBIERI, TAYLOR, J	\$116.90		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$116.90	
93392	06/04/2013	Open			Utility Management Refund	BRIGHT DEVELOPMENT	\$81.89		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$81.89	
93393	06/04/2013	Open			Utility Management Refund	BUCHANAN, MICHELLE	\$96.53		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$96.53	
93394	06/04/2013	Open			Utility Management Refund	CARILLOGARCIA, DAVID	\$192.70		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)				\$192.70	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$1.43	
	420 - WATER			420.11000 (Cash)				\$190.43	
93395	06/04/2013	Open			Utility Management Refund	COYLE, SHAWNTAY, ELAINE	\$65.88		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$65.88	
93396	06/04/2013	Open			Utility Management Refund	ESTRADA, JESSICA, LEI	\$60.17		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$60.17	
93397	06/04/2013	Open			Utility Management Refund	FANTAZIA, RICHARD	\$233.00		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$233.00	

Payment Register

From Payment Date: 5/31/2013 - To Payment Date: 6/6/2013

Account Number	Account Name	Account Type	Account Description	Account Sub-Description	Account Amount
93398	420 - WATER	Open	420.11000 (Cash)	Utility Management Refund	\$233.00
	Paying Fund		Cash Amount		\$40.21
93399	420 - WATER	Open	420.11000 (Cash)	Utility Management Refund	\$35.19
	Paying Fund		Cash Amount		\$147.10
93400	420 - WATER	Open	420.11000 (Cash)	Utility Management Refund	\$180.90
	Paying Fund		Cash Amount		\$234.90
93401	420 - WATER	Open	420.11000 (Cash)	Utility Management Refund	\$106.05
	Paying Fund		Cash Amount		\$60.00
93402	420 - WATER	Open	420.11000 (Cash)	Utility Management Refund	\$103.14
	Paying Fund		Cash Amount		\$28.00
93403	420 - WATER	Open	420.11000 (Cash)	Utility Management Refund	\$1.67
	Paying Fund		Cash Amount		\$2.86
93404	420 - WATER	Open	420.11000 (Cash)	Utility Management Refund	\$106.05
	Paying Fund		Cash Amount		\$60.00
93405	420 - WATER	Open	420.11000 (Cash)	Utility Management Refund	\$0.52
	Paying Fund		Cash Amount		\$7.16
93406	420 - WATER	Open	420.11000 (Cash)	Utility Management Refund	\$95.46
	Paying Fund		Cash Amount		\$1.10

Payment Register

From Payment Date: 5/31/2013 - To Payment Date: 6/6/2013

Account Number	Account Name	Account Type	Account Description	Account Sub-Description	Account Amount
93407	410 - WATER QUALITY CONTROL (WQC)	Open	410.11000 (Cash)		\$2.12
	420 - WATER	Open	420.11000 (Cash)		\$24.78
	06/04/2013	Open	Utility Management Refund	RAMIREZ, ANALY	\$161.11
	Paying Fund		Cash Amount		Amount
93408	420 - WATER	Open	420.11000 (Cash)		\$161.11
	06/04/2013	Open	Utility Management Refund	RUNYAN JR, MARK, S	\$57.90
	Paying Fund		Cash Amount		Amount
93409	420 - WATER	Open	420.11000 (Cash)		\$57.90
	06/04/2013	Open	Utility Management Refund	SAINI, ANIL	\$88.80
	Paying Fund		Cash Amount		Amount
93410	420 - WATER	Open	420.11000 (Cash)		\$88.80
	06/04/2013	Open	Utility Management Refund	SAINI, ANIL	\$178.90
	Paying Fund		Cash Amount		Amount
93411	420 - WATER	Open	420.11000 (Cash)		\$178.90
	06/04/2013	Open	Utility Management Refund	SEQUOIA PROPERTY MGMT	\$106.05
	Paying Fund		Cash Amount		Amount
93412	420 - WATER	Open	420.11000 (Cash)		\$106.05
	06/04/2013	Open	Utility Management Refund	SHIEH, WENFU	\$178.79
	Paying Fund		Cash Amount		Amount
93413	420 - WATER	Open	420.11000 (Cash)		\$178.79
	06/04/2013	Open	Utility Management Refund	SMITH, JEAN	\$0.60
	Paying Fund		Cash Amount		Amount
93414	420 - WATER	Open	420.11000 (Cash)		\$0.60
	06/04/2013	Open	Utility Management Refund	SOLIDARITY FELLOWSHIP	\$78.10
	Paying Fund		Cash Amount		Amount
93415	420 - WATER	Open	420.11000 (Cash)		\$78.10
	06/04/2013	Open	Utility Management Refund	SUNDLIE, OWEN, H	\$93.80
	Paying Fund		Cash Amount		Amount
93416	420 - WATER	Open	420.11000 (Cash)		\$93.80
	06/04/2013	Open	Utility Management Refund	VALDEZ, CYNTHIA, G	\$165.11
	Paying Fund		Cash Amount		Amount

Payment Register

From Payment Date: 5/31/2013 - To Payment Date: 6/6/2013

Account Number	Account Name	Account Type	Account Description	Account Amount	Amount
93417	420 - WATER	Open	420.11000 (Cash)	\$165.11	
	06/04/2013	Open	Utility Management Refund		\$227.25
	Paying Fund			Amount	
93418	420 - WATER	Open	420.11000 (Cash)	\$227.25	
	06/06/2013	Open	Accounts Payable		\$1,036.61
	Paying Fund		A & G SALES PROMOTION LTD	Amount	
93419	110 - General Fund		110.11000 (Cash)	\$913.42	
	06/06/2013	Open	270.11000 (Cash)	\$123.19	
	Paying Fund		Accounts Payable	Amount	
			ACCOUNTTEMPS INC		\$349.80
93420	410 - WATER QUALITY CONTROL (WQC)	Open	410.11000 (Cash)	\$174.90	
	06/06/2013	Open	420.11000 (Cash)	\$174.90	
	Paying Fund		Accounts Payable	Amount	
			ALL VALLEY SMOG INC		\$33.00
93421	110 - General Fund		110.11000 (Cash)	\$33.00	
	06/06/2013	Open	Accounts Payable	Amount	
	Paying Fund		AMERICAN MESSAGING		\$53.42
93422	110 - General Fund		110.11000 (Cash)	\$53.42	
	06/06/2013	Open	Accounts Payable	Amount	
	Paying Fund		AMERICAN MESSAGING		\$137.45
93423	110 - General Fund		110.11000 (Cash)	\$137.45	
	06/06/2013	Open	Accounts Payable	Amount	
	Paying Fund		AMERICAN REPROGRAPHICS CO LLC		\$276.08
93424	502 - Engineering	Open	502.11000 (Cash)	\$276.08	
	06/06/2013	Open	Accounts Payable	Amount	
	Paying Fund		AMERINATN'L COMM SERVICE		\$34,000.00
93425	255 - CDBG	Open	255.11000 (Cash)	\$34,000.00	
	06/06/2013	Open	Accounts Payable	Amount	
	Paying Fund		AMERINATN'L COMM SERVICE		\$49,000.00
93426	255 - CDBG	Open	255.11000 (Cash)	\$49,000.00	
	06/06/2013	Open	Accounts Payable	Amount	
	Paying Fund		AT&T MOBILITY		\$2,879.43
93427	110 - General Fund		110.11000 (Cash)	\$2,420.59	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$206.88	
	501 - Information Technology		501.11000 (Cash)	\$251.96	
	06/06/2013	Open	Accounts Payable	Amount	
			BANK OF AGRICULTURE &		\$68,338.50

Payment Register

From Payment Date: 5/31/2013 - To Payment Date: 6/6/2013

		COMMERCE		
Paying Fund	Cash Amount	Accounts Payable	Amount	Amount
93428	305 - Capital Facility Fees	BAUER COMPRESSORS INC	\$68,338.50	\$935.00
	06/06/2013 Open			
	Paying Fund			
93429	110 - General Fund	CALIF DEPT OF TRANS	\$935.00	\$296.46
	06/06/2013 Open			
	Paying Fund			
93430	216 - Streets - Local Transportation	CAROLLO ENGINEERS	\$296.46	\$11,656.92
	06/06/2013 Open			
	Paying Fund			
93431	410 - WATER QUALITY CONTROL (WQC)	CARROLL INC, ROSS F.	\$11,656.92	\$21,639.83
	06/06/2013 Open			
	Paying Fund			
93432	215 - Streets - Grant Funded Projects	CENTRAL VALLEY BUSINESS	\$21,639.83	\$4,821.52
	06/06/2013 Open			
	Paying Fund			
93433	110 - General Fund	CHAMPION INDUSTRIAL	\$800.91	\$2,540.05
	420 - WATER		\$4,020.61	
	06/06/2013 Open			
	Paying Fund			
93434	110 - General Fund	CITY OF TURLOCK - CASH	\$1,686.53	\$72.10
	410 - WATER QUALITY CONTROL (WQC)		\$486.80	
	425 - Transit - Dial A Ride		\$37.50	
	501 - Information Technology		\$250.00	
	505 - Fleet		\$79.22	
	06/06/2013 Open			
	Paying Fund			
93435	110 - General Fund	COMBINED BENEFITS ADMIN C	\$44.00	\$129,708.25
	204 - AB 939 Integrated Waste Mgmt		\$23.10	
	420 - WATER		\$5.00	
	06/06/2013 Open			
	Paying Fund			
93436	511 - Health Insurance	COMBINED BENEFITS ADMIN-	\$129,708.25	\$4,940.38
	06/06/2013 Open			
	Paying Fund			
	511 - Health Insurance		\$4,940.38	

Payment Register

From Payment Date: 5/31/2013 - To Payment Date: 6/6/2013

93448	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$90.42
	420 - WATER	420.11000 (Cash)				\$340.62
	06/06/2013 Open	Accounts Payable	HILMAR READY MIX			\$53.81
	Paying Fund	Cash Amount				Amount
93449	420 - WATER	420.11000 (Cash)				\$53.81
	06/06/2013 Open	Accounts Payable	HORIZON WATER & ENVIR LLC			\$3,292.41
	Paying Fund	Cash Amount				Amount
93450	415 - Sewer Bond Projects	415.11000 (Cash)				\$3,292.41
	06/06/2013 Open	Accounts Payable	KLEINFELDER WEST INC dba KLEINFELDER INC			\$14,716.00
	Paying Fund	Cash Amount				Amount
93451	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$1,796.48
	415 - Sewer Bond Projects	415.11000 (Cash)				\$12,101.00
	420 - WATER	420.11000 (Cash)				\$818.52
	06/06/2013 Open	Accounts Payable	LEHIGH HANSON INC			\$725.87
	Paying Fund	Cash Amount				Amount
93452	217 - Streets - Gas Tax	217.11000 (Cash)				\$725.87
	06/06/2013 Open	Accounts Payable	MIWALL CORPORATION			\$10,152.94
	Paying Fund	Cash Amount				Amount
93453	110 - General Fund	110.11000 (Cash)				\$10,152.94
	06/06/2013 Open	Accounts Payable	NEW WORLD SYSTEM CORP			\$5,233.13
	Paying Fund	Cash Amount				Amount
93454	240 - Small Equipment Replacement	240.11000 (Cash)				\$5,233.13
	06/06/2013 Open	Accounts Payable	P G & E			\$7.84
	Paying Fund	Cash Amount				Amount
93455	110 - General Fund	110.11000 (Cash)				\$7.84
	06/06/2013 Open	Accounts Payable	PACE SUPPLY CORPORATION			\$161.44
	Paying Fund	Cash Amount				Amount
93456	420 - WATER	420.11000 (Cash)				\$161.44
	06/06/2013 Open	Accounts Payable	RAY MORGAN COMPANY			\$3,029.54
	Paying Fund	Cash Amount				Amount
	110 - General Fund	110.11000 (Cash)				\$2,096.70
	205 - Sports Facilities	205.11000 (Cash)				\$26.15
	217 - Streets - Gas Tax	217.11000 (Cash)				\$4.09
	246 - Landscape Assessment	246.11000 (Cash)				\$4.09
	405 - Building	405.11000 (Cash)				\$32.54
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$413.61

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93457	420 - WATER	420.11000 (Cash)				\$167.53
	502 - Engineering	502.11000 (Cash)				\$284.83
	06/06/2013 Open	Accounts Payable	REED INC, GEORGE			\$41,441.94
	Paying Fund	Cash Amount			Amount	
93458	215 - Streets - Grant Funded Projects	215.11000 (Cash)				\$41,441.94
	06/06/2013 Open	Accounts Payable	ROLAND PHD, JOCELYN E			\$1,731.25
	Paying Fund	Cash Amount			Amount	
93459	110 - General Fund	110.11000 (Cash)				\$1,731.25
	06/06/2013 Open	Accounts Payable	SIEMENS INDUSTRY INC			\$5,951.00
	Paying Fund	Cash Amount			Amount	
93460	216 - Streets - Local Transportation	216.11000 (Cash)				\$5,951.00
	06/06/2013 Open	Accounts Payable	SIERRA CHEMICAL CO			\$2,063.89
	Paying Fund	Cash Amount			Amount	
93461	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$2,083.89
	06/06/2013 Open	Accounts Payable	SIERRA MOUNTAIN CONSTRUCTION INC			\$1,980,565.50
	Paying Fund	Cash Amount			Amount	
93462	415 - Sewer Bond Projects	415.11000 (Cash)				\$1,980,565.50
	06/06/2013 Open	Accounts Payable	SOBALVARRO-BUTLER, NATALIE			\$50.00
	Paying Fund	Cash Amount			Amount	
93463	420 - WATER	420.11000 (Cash)				\$50.00
	06/06/2013 Open	Accounts Payable	SOUTHWEST SCHOOL &			\$448.22
	Paying Fund	Cash Amount			Amount	
93464	270 - Recreation Grants	270.11000 (Cash)				\$448.22
	06/06/2013 Open	Accounts Payable	STANISLAUS CTY SHERIFF			\$311.75
	Paying Fund	Cash Amount			Amount	
93465	104 - Payroll Clearing Fund	104.11000 (Cash)				\$313.75
	110 - General Fund	110.11000 (Cash)				(\$2.00)
	06/06/2013 Open	Accounts Payable	SUPPORT PAYMENT CLEARING			\$439.13
	Paying Fund	Cash Amount			Amount	
93466	104 - Payroll Clearing Fund	104.11000 (Cash)				\$440.13
	110 - General Fund	110.11000 (Cash)				(\$1.00)
	06/06/2013 Open	Accounts Payable	T I D			\$26,964.57
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)				\$1,804.75
	205 - Sports Facilities	205.11000 (Cash)				\$2,927.07
	216 - Streets - Local Transportation	216.11000 (Cash)				\$1,381.65

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93467	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$2,425.34
	420 - WATER	420.11000 (Cash)		\$15,239.72
	426 - Transit - BLAST	426.11000 (Cash)		\$216.02
	505 - Fleet	505.11000 (Cash)		\$2,970.02
	06/06/2013 Open	Accounts Payable	TREES, INC.	\$6,909.62
	Paying Fund	Cash Amount		Amount
93468	110 - General Fund	110.11000 (Cash)		\$1,986.52
	205 - Sports Facilities	205.11000 (Cash)		\$1,986.52
	217 - Streets - Gas Tax	217.11000 (Cash)		\$1,727.40
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$1,209.18
	06/06/2013 Open	Accounts Payable	TURF STAR	\$21,930.16
	Paying Fund	Cash Amount		Amount
93469	506 - Vehicle/Equipment Replacement	506.11000 (Cash)		\$21,930.16
	06/06/2013 Open	Accounts Payable	TURLOCK CONVENTION BUREAU	\$550.00
	Paying Fund	Cash Amount		Amount
93470	110 - General Fund	110.11000 (Cash)		\$550.00
	06/06/2013 Open	Accounts Payable	TURLOCK DOWNTOWN &	\$67,676.96
	Paying Fund	Cash Amount		Amount
93471	706 - PBID #2	706.11000 (Cash)		\$67,676.96
	06/06/2013 Open	Accounts Payable	TURLOCK SCAVENGER/SWEEPIN	\$19,931.50
	Paying Fund	Cash Amount		Amount
93472	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$19,931.50
	06/06/2013 Open	Accounts Payable	TURLOCK TRANSFER INC	\$14.00
	Paying Fund	Cash Amount		Amount
93473	217 - Streets - Gas Tax	217.11000 (Cash)		\$14.00
	06/06/2013 Open	Accounts Payable	TURLOCK UNIFIED SCHOOL DISTRICT FOOD SERVICE	\$304.00
	Paying Fund	Cash Amount		Amount
93474	110 - General Fund	110.11000 (Cash)		\$304.00
	06/06/2013 Open	Accounts Payable	UNIVAR USA INC	\$4,972.91
	Paying Fund	Cash Amount		Amount
93475	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$4,972.91
	06/06/2013 Open	Accounts Payable	UTILITY TELEPHONE, INC.	\$514.93
	Paying Fund	Cash Amount		Amount
93476	501 - Information Technology	501.11000 (Cash)		\$514.93
	06/06/2013 Open	Accounts Payable	WALKER ASSOC INC, LARRY	\$520.00
	Paying Fund	Cash Amount		Amount

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93477	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	YORK INSURANCE SV GRP INC	\$520.00
	06/06/2013 Open	Accounts Payable		
	Paying Fund	Cash Amount		\$8,595.67
93478	510 - Workers Compensation Ins	510.11000 (Cash)	YUCKOS INC	\$8,595.67
	06/06/2013 Open	Accounts Payable		
	Paying Fund	Cash Amount		\$1,050.00
93479	246 - Landscape Assessment	246.11000 (Cash)	ZALREICH CHEMICAL CO INC	\$1,050.00
	06/06/2013 Open	Accounts Payable		
	Paying Fund	Cash Amount		\$16,773.33
93480	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	ALVORD, JARED	\$16,773.33
	06/06/2013 Open	Accounts Payable		
	Paying Fund	Cash Amount		\$230.00
93481	110 - General Fund	110.11000 (Cash)	ARCADIS	\$230.00
	06/06/2013 Open	Accounts Payable		
	Paying Fund	Cash Amount		\$485.30
93482	110 - General Fund	110.11000 (Cash)	AYRES HOTEL ANAHEIM	\$485.30
	06/06/2013 Open	Accounts Payable		
	Paying Fund	Cash Amount		\$521.00
93483	110 - General Fund	110.11000 (Cash)	AYRES HOTEL ANAHEIM	\$521.00
	06/06/2013 Open	Accounts Payable		
	Paying Fund	Cash Amount		\$521.00
93484	110 - General Fund	110.11000 (Cash)	CALNEVA SLUSH COMPANY	\$521.00
	06/06/2013 Open	Accounts Payable		
	Paying Fund	Cash Amount		\$117.00
93485	110 - General Fund	110.11000 (Cash)	FANN, KIM	\$117.00
	06/06/2013 Open	Accounts Payable		
	Paying Fund	Cash Amount		\$40.00
93486	110 - General Fund	110.11000 (Cash)	GONZALEZ, LETICIA	\$40.00
	06/06/2013 Open	Accounts Payable		
	Paying Fund	Cash Amount		\$18.00
93487	203 - Animal Fee Forfeiture	203.11000 (Cash)	HALL, DAVID	\$18.00
	06/06/2013 Open	Accounts Payable		
	Paying Fund	Cash Amount		\$560.00
93488	110 - General Fund	110.11000 (Cash)	LA QUINTA INN & SUITES	\$560.00
	06/06/2013 Open	Accounts Payable		
	Paying Fund	Cash Amount		\$228.96
	110 - General Fund	110.11000 (Cash)		\$228.96

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Payment ID	Date	Account	Payee	Account Type	Amount
93489	06/06/2013	Open	LAVRAR, KRISTI	Accounts Payable	\$750.00
		Paying Fund		Cash Amount	
		110 - General Fund		110.11000 (Cash)	\$750.00
93490	06/06/2013	Open	LAZAR, JOHN	Accounts Payable	\$691.97
		Paying Fund		Cash Amount	
		110 - General Fund		110.11000 (Cash)	\$691.97
93491	06/06/2013	Open	MERAZ, ED	Accounts Payable	\$750.00
		Paying Fund		Cash Amount	
		110 - General Fund		110.11000 (Cash)	\$750.00
93492	06/06/2013	Open	MONTANEZ, ADRIANA	Accounts Payable	\$18.00
		Paying Fund		Cash Amount	
		203 - Animal Fee Forfeiture		203.11000 (Cash)	\$18.00
93493	06/06/2013	Open	OATES, LORI	Accounts Payable	\$18.00
		Paying Fund		Cash Amount	
		203 - Animal Fee Forfeiture		203.11000 (Cash)	\$18.00
93494	06/06/2013	Open	ORANGE CO SHERIFFS TRAINING DIVISION	Accounts Payable	\$130.00
		Paying Fund		Cash Amount	
		110 - General Fund		110.11000 (Cash)	\$130.00
93495	06/06/2013	Open	PITCOCK, MIKE	Accounts Payable	\$700.00
		Paying Fund		Cash Amount	
		502 - Engineering		502.11000 (Cash)	\$700.00
93496	06/06/2013	Open	SORRELL, AMANDA	Accounts Payable	\$64.00
		Paying Fund		Cash Amount	
		110 - General Fund		110.11000 (Cash)	\$64.00
93497	06/06/2013	Open	SORRELL, AMANDA	Accounts Payable	\$222.00
		Paying Fund		Cash Amount	
		110 - General Fund		110.11000 (Cash)	\$222.00
93498	06/06/2013	Open	STANISLAUS CONSOLIDATED FPD	Accounts Payable	\$89.60
		Paying Fund		Cash Amount	
		110 - General Fund		110.11000 (Cash)	\$89.60
93499	06/06/2013	Open	TIDWELL, KEVIN	Accounts Payable	\$230.00
		Paying Fund		Cash Amount	
		110 - General Fund		110.11000 (Cash)	\$230.00
93500	06/06/2013	Open	WEBB, STEPHEN	Accounts Payable	\$162.00
		Paying Fund		Cash Amount	
		110 - General Fund		110.11000 (Cash)	\$162.00

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Account	Check No	Date	Payee	Amount
93501	06/06/2013	Open	WESTEC INC	\$145.00
Paying Fund				
110 - General Fund				
93502	06/06/2013	Open	YOSEMITE CHAPTER OF ICC	\$100.00
Paying Fund				
405 - Building				
93503	06/06/2013	Open	YOSEMITE CHAPTER OF ICC	\$100.00
Paying Fund				
405 - Building				
Type Check Totals:				
AP - Accounts Payable Totals				
				\$2,894,653.19

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	115	\$2,894,653.19	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	115	\$2,894,653.19	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	115	\$2,894,653.19	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	115	\$2,894,653.19	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	115	\$2,894,653.19	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	115	\$2,894,653.19	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	115	\$2,894,653.19	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00

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Stopped	0	\$0.00	\$0.00
Total	115	\$2,894,653.19	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
93504	06/07/2013	Open		Cash Amount	Accounts Payable	STEWART TITLE OF CA INC	\$852,380.81		
	Paying Fund			411.11000 (Cash)					
	411 - Storm Drainage Construction						\$852,380.81		
93505	06/12/2013	Open		Utility Management Refund	Utility Management Refund	CASTELLI, ANTHONY	\$13.43		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)			\$13.43		
93506	06/12/2013	Open		Utility Management Refund	Utility Management Refund	MARTIN, TRAVIS	\$13.43		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)			\$13.43		
93507	06/12/2013	Open		Utility Management Refund	Utility Management Refund	SAINI, CHANDER, M	\$219.73		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)			\$219.73		
93508	06/12/2013	Open		Utility Management Refund	Utility Management Refund	SANCHEZ, BIANCA, M	\$118.18		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)			\$118.18		
93509	06/12/2013	Open		Utility Management Refund	Utility Management Refund	SHUMATE, MELISSA	\$98.73		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)			\$98.73		
93510	06/12/2013	Open		Utility Management Refund	Utility Management Refund	STARN, JANIS	\$107.30		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)			\$107.30		
93511	06/12/2013	Open		Accounts Payable	Accounts Payable	TURLOCK UNIFIED SCHOOL DISTRICT FOOD SERVICE	\$560.00		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)			\$160.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$200.00		
	420 - WATER			420.11000 (Cash)			\$200.00		
93512	06/13/2013	Open		Accounts Payable	Accounts Payable	ACCOUNTEMP INC	\$306.08		
	Paying Fund			Cash Amount					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$153.04		

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93513	420 - WATER 06/13/2013 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	AECOM TECHNICAL SERVICES INC	\$153.04	\$3,007.30
93514	110 - General Fund 06/13/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	AGA DISTRIBUTION SPECIALISTS INC	\$3,007.30	\$3,132.71
93515	426 - Transit - BLAST 06/13/2013 Paying Fund	Open	426.11000 (Cash)	Accounts Payable	AIRGAS NCN	\$862.37	\$862.37
93516	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 06/13/2013 Paying Fund	Open	410.11000 (Cash) 420.11000 (Cash)	Accounts Payable	AMERINATN'L COMM SERVICE	\$678.00 \$184.37	\$69,900.00
93517	255 - CDBG 06/13/2013 Paying Fund	Open	255.11000 (Cash)	Accounts Payable	ASEM DISTRIBUTING INC, JOHNSTONE SUPPLY	\$69,900.00	\$1,598.31
93518	426 - Transit - BLAST 06/13/2013 Paying Fund	Open	426.11000 (Cash)	Accounts Payable	AT&T / CALNET 2	\$1,598.31	\$559.40
93519	110 - General Fund 205 - Sports Facilities 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 426 - Transit - BLAST 505 - Fleet 06/13/2013 Paying Fund	Open	110.11000 (Cash) 205.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 426.11000 (Cash) 505.11000 (Cash)	Accounts Payable	AT&T/SBC	\$373.56 \$16.19 \$47.99 \$29.95 \$66.80 \$24.91	\$65.90
93520	110 - General Fund 06/13/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	BALSWICK'S TIRE SHOP INC	\$65.90	\$1,504.30
93521	110 - General Fund 205 - Sports Facilities 217 - Streets - Gas Tax 06/13/2013 Paying Fund	Open	110.11000 (Cash) 205.11000 (Cash) 217.11000 (Cash)	Accounts Payable	BANK OF NEW YORK TRUST CO	\$1,322.66 \$111.01 \$70.63	\$16,889.38
	216 - Streets - Local Transportation		216.11000 (Cash)			\$16,889.38	

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93522	06/13/2013	Open	Accounts Payable	BONANDER TRUCKS	Amount
	Paying Fund		Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$46.17
	426 - Transit - BLAST		426.11000 (Cash)		\$73.40
93523	06/13/2013	Open	Accounts Payable	CALIF CAD SOLUTIONS INC	\$2,500.00
	Paying Fund		Cash Amount		
	501 - Information Technology		501.11000 (Cash)		\$2,500.00
93524	06/13/2013	Open	Accounts Payable	CHAMPION INDUSTRIAL	\$5,032.48
	Paying Fund		Cash Amount		
	110 - General Fund		110.11000 (Cash)		\$2,682.98
	205 - Sports Facilities		205.11000 (Cash)		\$90.00
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$1,159.50
	425 - Transit - Dial A Ride		425.11000 (Cash)		\$75.00
	501 - Information Technology		501.11000 (Cash)		\$250.00
	505 - Fleet		505.11000 (Cash)		\$775.00
93525	06/13/2013	Open	Accounts Payable	CHARTER COMMUNICATIONS	\$36.23
	Paying Fund		Cash Amount		
	110 - General Fund		110.11000 (Cash)		\$29.55
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$3.34
	420 - WATER		420.11000 (Cash)		\$3.34
93526	06/13/2013	Open	Accounts Payable	CINCINNATI LIFE INS INC	\$856.18
	Paying Fund		Cash Amount		
	104 - Payroll Clearing Fund		104.11000 (Cash)		\$856.18
93527	06/13/2013	Open	Accounts Payable	CITY OF TURLOCK - CASH	\$209.91
	Paying Fund		Cash Amount		
	110 - General Fund		110.11000 (Cash)		\$131.73
	255 - CDBG		255.11000 (Cash)		\$68.95
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$9.23
93528	06/13/2013	Open	Accounts Payable	COMBINED BENEFITS ADMIN C	\$66,509.91
	Paying Fund		Cash Amount		
	511 - Health Insurance		511.11000 (Cash)		\$66,509.91
93529	06/13/2013	Open	Accounts Payable	COMBINED BENEFITS ADMIN C	\$6,000.00
	Paying Fund		Cash Amount		
	511 - Health Insurance		511.11000 (Cash)		\$6,000.00
93530	06/13/2013	Open	Accounts Payable	COMBINED BENEFITS ADMIN C	\$166,697.26
	Paying Fund		Cash Amount		
	511 - Health Insurance		511.11000 (Cash)		\$166,697.26

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93531	06/13/2013	Open	Accounts Payable	COUNTRY FORD TRUCKS INC	Amount
93532	06/13/2013	Open	Accounts Payable	CUMMINS WEST INC	Amount
93533	06/13/2013	Open	Accounts Payable	CWEA	Amount
93534	06/13/2013	Open	Accounts Payable	DOWNEY BRAND ATTORNEYS	Amount
93535	06/13/2013	Open	Accounts Payable	DWYER INSTRUMENTS, INC.	Amount
93536	06/13/2013	Open	Accounts Payable	ERLER & KALINOWSKI INC	Amount
93537	06/13/2013	Open	Accounts Payable	FIRST TRANSIT INC	Amount
93538	06/13/2013	Open	Accounts Payable	GARTON TRACTOR INC	Amount
93539	06/13/2013	Open	Accounts Payable	GEOANALYTICAL LAB INC	Amount
93540	06/13/2013	Open	Accounts Payable	GOMES & SONS INC, JOE M	Amount
	Paying Fund		Cash Amount		
	110 - General Fund		110.11000 (Cash)		\$64.77
	246 - Landscape Assessment		246.11000 (Cash)		\$20.63
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$129.16
	420 - WATER		420.11000 (Cash)		\$558.09
	425 - Transit - Dial A Ride		425.11000 (Cash)		\$32.01
	Paying Fund		Cash Amount		
	426 - Transit - BLAST		426.11000 (Cash)		\$4,060.48
	Paying Fund		Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$1,052.00
	Paying Fund		Cash Amount		
	420 - WATER		420.11000 (Cash)		\$3,770.20
	Paying Fund		Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$2,240.03
	Paying Fund		Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$2,573.27
	Paying Fund		Cash Amount		
	425 - Transit - Dial A Ride		425.11000 (Cash)		\$14,698.77
	426 - Transit - BLAST		426.11000 (Cash)		\$31,978.74
	Paying Fund		Cash Amount		
	110 - General Fund		110.11000 (Cash)		\$288.54
	Paying Fund		Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$5,785.48
	420 - WATER		420.11000 (Cash)		\$7,004.20
	Paying Fund		Cash Amount		
	110 - General Fund		110.11000 (Cash)		\$12,676.51
	205 - Sports Facilities		205.11000 (Cash)		\$490.43

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217 - Streets - Gas Tax	217.11000 (Cash)		\$1,759.18
246 - Landscape Assessment	246.11000 (Cash)		\$1,604.60
255 - CDBG	255.11000 (Cash)		\$86.34
405 - Building	405.11000 (Cash)		\$185.27
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$2,996.83
420 - WATER	420.11000 (Cash)		\$1,541.77
425 - Transit - Dial A Ride	425.11000 (Cash)		\$967.09
426 - Transit - BLAST	426.11000 (Cash)		\$702.33
501 - Information Technology	501.11000 (Cash)		\$60.12
502 - Engineering	502.11000 (Cash)		\$155.35
06/13/2013 Open	Accounts Payable	GRAINGER INC, W W	\$3,155.62
Paying Fund	Cash Amount		Amount
110 - General Fund	110.11000 (Cash)		\$190.80
217 - Streets - Gas Tax	217.11000 (Cash)		\$47.70
246 - Landscape Assessment	246.11000 (Cash)		\$465.72
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$1,791.37
420 - WATER	420.11000 (Cash)		\$660.03
06/13/2013 Open	Accounts Payable	HILMAR READY MIX	\$302.97
Paying Fund	Cash Amount		Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$125.38
420 - WATER	420.11000 (Cash)		\$177.59
06/13/2013 Open	Accounts Payable	INDEPENDENT ELECTRIC INC	\$132.80
Paying Fund	Cash Amount		Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$88.21
420 - WATER	420.11000 (Cash)		\$64.59
06/13/2013 Open	Accounts Payable	KYOCERA DOCUMENT SOLUTIONS AMERICA INC	\$843.59
Paying Fund	Cash Amount		Amount
110 - General Fund	110.11000 (Cash)		\$804.85
405 - Building	405.11000 (Cash)		\$19.37
505 - Fleet	505.11000 (Cash)		\$19.37
06/13/2013 Open	Accounts Payable	LANGUAGE LINE SERVICES	\$10.75
Paying Fund	Cash Amount		Amount
110 - General Fund	110.11000 (Cash)		\$10.75
06/13/2013 Open	Accounts Payable	N & S TRACTOR INC	\$215.06
Paying Fund	Cash Amount		Amount
217 - Streets - Gas Tax	217.11000 (Cash)		\$153.25
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$61.81

Payment Register

From Payment Date: 6/7/2013 - To Payment Date: 6/13/2013

Account Number	Payment Date	Open	Paying Fund	Accounts Payable	Cash Amount	Amount
93547	06/13/2013	Open	110 - General Fund	OVERAA & CO INC, C		\$1,042,805.50
			415 - Sewer Bond Projects		415.11000 (Cash)	\$1,042,805.50
93548	06/13/2013	Open	110 - General Fund	P G & E		\$124.79
			415 - Sewer Bond Projects		415.11000 (Cash)	\$124.79
93549	06/13/2013	Open	110 - General Fund	PACE SUPPLY CORPORATION		\$70.60
			415 - Sewer Bond Projects		415.11000 (Cash)	\$70.60
93550	06/13/2013	Open	110 - General Fund	PACIFIC STORAGE COMPANY		\$222.00
			415 - Sewer Bond Projects		415.11000 (Cash)	\$222.00
93551	06/13/2013	Open	110 - General Fund	PLATT ELECTRIC SUPPLY		\$995.41
			415 - Sewer Bond Projects		415.11000 (Cash)	\$995.41
93552	06/13/2013	Open	110 - General Fund	POLYDYNE INC		\$28,466.81
			415 - Sewer Bond Projects		415.11000 (Cash)	\$28,466.81
93553	06/13/2013	Open	110 - General Fund	PROTECH SECURITY/ELEC INC		\$70.00
			415 - Sewer Bond Projects		415.11000 (Cash)	\$70.00
93554	06/13/2013	Open	110 - General Fund	SAFE-T-LITE CO INC		\$55.16
			415 - Sewer Bond Projects		415.11000 (Cash)	\$55.16
93555	06/13/2013	Open	110 - General Fund	SIEMENS INDUSTRY INC		\$31,659.50
			415 - Sewer Bond Projects		415.11000 (Cash)	\$31,659.50
93556	06/13/2013	Open	110 - General Fund	SIERRA CHEMICAL CO		\$4,167.79
			415 - Sewer Bond Projects		415.11000 (Cash)	\$4,167.79
93557	06/13/2013	Open	110 - General Fund	SOUTHWEST SCHOOL &		\$5,047.86
			415 - Sewer Bond Projects		415.11000 (Cash)	\$5,047.86
			270 - Recreation Grants		270.11000 (Cash)	\$5,047.86

Payment Register

From Payment Date: 6/7/2013 - To Payment Date: 6/13/2013

93568	110 - General Fund 06/13/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	COOPER, ANTHONY	\$22.00			\$1,000.00	
93569	110 - General Fund 06/13/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	CPRS DISTRICT 5	\$1,000.00			\$75.00	
93570	110 - General Fund 06/13/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	DRUMONDE, MANUEL	\$75.00			\$67.00	
93571	110 - General Fund 06/13/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	HORN, KRISTINA	\$67.00			\$1,000.00	
93572	110 - General Fund 06/13/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	KRAMER, STEVEN	\$1,000.00			\$40.00	
93573	110 - General Fund 06/13/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	PACHICO, LORI	\$40.00			\$1,000.00	
93574	110 - General Fund 06/13/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	RM CONSTRUCTION	\$1,000.00			\$2,750.00	
93575	110 - General Fund 06/13/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	Stanislaus County PAL	\$2,750.00			\$1,105.90	
93576	270 - Recreation Grants 06/13/2013 Paying Fund	Open	270.11000 (Cash)	Accounts Payable	ZUNIGA, RAUL	\$1,105.90			\$57.00	
	110 - General Fund		110.11000 (Cash)			\$57.00				
	73 Transactions									
	Type Check Totals:									\$3,025,458.96
	AP - Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	73	\$3,025,458.96	\$0.00
	Reconciled	0		\$0.00
	Voided	0		\$0.00
	Stopped	0		\$0.00
	Total	73	\$3,025,458.96	\$0.00

Payment Register

From Payment Date: 6/7/2013 - To Payment Date: 6/13/2013

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	73	\$3,025,458.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	73	\$3,025,458.96	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	73	\$3,025,458.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	73	\$3,025,458.96	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	73	\$3,025,458.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	73	\$3,025,458.96	\$0.00

JUNE 13, 2013

7:00 p.m.

Pitman High School, Cafeteria

2525 West Christoffersen, Turlock, California



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5B1

MINUTES

Special Meeting

1. **CALL TO ORDER** - Mayor Lazar called the meeting to order at 7:03 p.m.
PRESENT: Councilmembers Bill DeHart, Steven Nascimento, Amy Bublak, Forrest White, and Mayor John S. Lazar.
ABSENT: None

2. **PUBLIC PARTICIPATION:** None

3. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:** None

4. **COMMUNITY FORUM**

Mayor Lazar opened the community forum and each of the following Department Heads/Managers presented information on the following topics:

- Funding of City Services

City Manager Roy Wasden provided information regarding the funding of City Services, including essential City services, General Fund vs. Non-General Fund dollars, and funding received through sales tax, property tax, and state income tax.

- Parks, Recreation & Community Facilities

Municipal Services Director Dan Madden provided information on Parks, Recreation & Community Facilities in the absence of Manager Allison Van Guilder. He highlighted the organizational structure of the department, including services/programs offered in the areas of parks & storm basins, streets, buildings, assessment district maintenance, pools and spray parks, aquatics, youth and afterschool programs, community events, sports programs, and funding. Mr. Madden stated the critical issues facing the Parks, Recreation & Community Facilities Division are limited staffing, vandalism and theft, low cost recreation programs, residential sidewalk maintenance, street tree maintenance, and aging facilities.

- Water

Municipal Services Director Dan Madden presented information about the City's drinking water system, challenges associated with quantity/quality of drinking water, source of water, water production statistics, declining water levels, the future of groundwater, and the Regional Surface Water Project.

- Police

Police Captain/Acting Police Chief Steve Williams presented information about the organizational structure of the Police Department, including services provided by the Field Operations, Special Operations, and Support Operations Divisions, departmental personnel statistics, crime statistics and crime trends in Turlock, accomplishments and successes, and future concerns. Interim Police Chief Williams stated the critical issues facing the Police



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Department are response time, staffing levels, gangs and drugs, AB109 realignment, customer satisfaction, and continued and enhanced partnerships.

- Fire

Fire Chief Tim Lohman presented an overview of fire operations, including department facts, services provided to the community, department statistics, station locations, their vision as public servants, examples of various calls for service, and future challenges. Fire Chief Lohman stated the critical issues facing the Fire Department are staffing needs as the community grows, effects of the Healthcare Reform Act and how that will impact hospitals, doctors and first responders, and government mandates and regulations.

- Wastewater/Storm System

Municipal Services Director Dan Madden presented information about the wastewater/storm system, including the North Valley Recycled Water Project, discharge information, long-term water quality considerations, existing operations, and future plans.

- Transportation/Roadways

Development Services Director Mike Pitcock presented information about transportation and roadways, including the Pavement Management System, PCI ratings, condition and funding required to improve/maintain the existing street network, gas tax funding information, alternative funding options such as the General Fund, a parcel tax, a citywide assessment district, and a half-cent sales tax.

Mayor Lazar welcomed Daron McDaniel of Congressman Jeff Denham's office and then asked for public comment.

Community members Ed Feidberg, Tom Nicholson, Debbie Bailey, Nick Penny and Holly Walker spoke in favor of a half-cent sales tax to generate revenue to repair roads and for the money generated to be earmarked for specific road repair/projects.

Additional discussion included different types of taxes that could be implemented such as a parcel tax vs. road tax and pros and cons of each, the high cost of road repaving/repair, questions about why general fund money is not set aside for road maintenance, state and federal level takes of money from the local level, benefits of a sales tax including the tax being paid by all consumers that shop in Turlock, the length of time before a special sales tax could be put into place and election costs.

Stanley McElroy spoke regarding limited lighting on his street. Development Services Director Mike Pitcock noted he would look into his lighting concern.

Josh Weimer spoke regarding possible grants that would match or assist with fixing roads. Councilmember Steven Nascimento responded that a local sales tax could allow the City to apply for grants for specific projects and could possibly enhance revenue generation for roads.





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Roger Fall spoke in favor of a half-cent sales tax that would be used exclusively for road repair, his concerns about difficulties in passing a special tax, and provided alternate suggestions about implementation of a general tax, including bonding the tax for road repair revenue to tie up the general tax for debt service that future councils could not divert.

Council thanked community members for their participation and encouraged citizens to contact Councilmembers or City Hall if they have questions on any topic related to the community and to engage in votes and discussions so that Council is informed of their concerns.

5. ADJOURNMENT:

Mayor Lazar adjourned the meeting at 8:28 p.m.

RESPECTFULLY SUBMITTED

Stacey Tonarelli
Deputy City Clerk



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1. A. **CALL TO ORDER** –Vice Mayor DeHart called the meeting to order at 6:02 p.m.
PRESENT: Councilmembers Amy Bublak, Steven Nascimento, Forrest White, and Vice Mayor Bill DeHart
ABSENT: Mayor John S. Lazar

B. SALUTE TO THE FLAG

2. **PROCLAMATIONS, PRESENTATIONS, RECOGNITIONS, ANNOUNCEMENTS & APPOINTMENTS:**

- A. City Clerk Kellie Weaver provided information to Council regarding Arts Commission appointment requests. Vice Mayor DeHart recommended that Lakneshia Diaz and Jennifer Strangfeld be reappointed as regular members of the Arts Commission for terms to expire 6/30/16, Sergio Alvarado be appointed to fill a vacant, unexpired term (6/30/15) as a regular member of the Arts Commission, and Natalie Adamzadeh be reappointed to the Arts Commission as an alternate member for a term to expire on 6/30/16.

Vice Mayor DeHart asked for public comment. No one spoke. Vice Mayor DeHart closed public comment.

Action: Motion by Councilmember Nascimento, seconded by Councilmember White, reappointing Lakneshia Diaz and Jennifer Strangfeld as regular members of the Arts Commission for terms to expire 6/30/16, appointing Sergio Alvarado to fill a vacant, unexpired term (6/30/15) as a regular member of the Arts Commission, and reappointing Natalie Adamzadeh to the Arts Commission as an alternate member for a term to expire on 6/30/16. Motion carried with Mayor Lazar absent.

3. A. **SPECIAL BRIEFINGS:** None

B. STAFF UPDATES

1. Planning Manager Debbie Whitmore and Associate Planner Katie Melson provided information regarding Catering Support Services, a new commissary business located in Turlock, including the permitting process and services the company provides. Owner Naresh Sawhney provided additional information about services provided and future plans for his company.

C. PUBLIC PARTICIPATION:

Kelly Ferrini, Turlock Library's Children's Librarian, provided information about summer library programs including summer reading programs, craft activities, and a magic show, all offered free of charge by the Turlock Library.



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Ken Whitehill commended Catering Support Services for the help they are providing to local entrepreneurs and inquired about laws relating to restroom facilities being offered to employees and customers of mobile businesses such as taco trucks and "icy slush" vendors. Planning Director Debbie Whitmore responded to his inquiry.

4. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:** None

5. **CONSENT CALENDAR:**

Vice Mayor DeHart asked for public comment. No one spoke. Vice Mayor DeHart closed public comment.

Action: Motion by Councilmember White, seconded by Councilmember Nascimento, and carried with Mayor Lazar absent to adopt the consent calendar as follows:

- A. **Resolution No. 2013-100** Accepting Demands of 5/23/13 in the amount of \$1,966,251.71; Demands of 5/30/13 in the amount of \$216,483.66
- B. Motion: Accepting Minutes of Special Meeting of May 30, 2013; Accepting Regular Meeting of June 11, 2013
- C. Motion: Making the determination that City Project No. 11-47, "Taylor Road Bikepath" is exempt from the provisions of CEQA in accordance with Section 15304, "Minor Alterations to Land" and awarding base bid and approving an agreement in the amount of \$183,209 with MCI Engineering of Stockton, California for City Project No. 11-47, "Taylor Road Bikepath"
- D. Motion: Rejecting all bids submitted for City Project No. 11-54, "Traffic Signal Enhancements on E. Olive Ave."
- E. Motion: Accepting notification of Contract Change Order No. 1 (Final) in the reduced amount of \$58,666.55 (Fund 246) for City Project No. 12-28, "Slurry Seals 2012," bringing the contract total to \$594,730.80
Motion: Accepting improvements for City Project No. 12-28, "Slurry Seals 2012," and authorizing the City Engineer to file a Notice of Completion
- F. Motion: Accepting notification of Contract Change Order No. 1 in the amount of \$5,962.70 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 5 - Masonry, bringing the contract total to \$1,322,074.70
- G. Motion: Accepting notification of Contract Change Order No. 4 in the amount of \$4,391 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 08 - Roofing and Waterproofing, bringing the contract total to \$599,797
- H. Motion: Accepting notification of Contract Change Order No. 3 in the amount of \$14,471.42 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 9 - Doors and Windows, bringing the contract total to \$1,132,174
- I. Motion: Accepting notification of Contract Change Order No. 1 in the amount of \$238 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 10 - Fireproofing, bringing the contract total to \$170,648
- J. Motion: Accepting notification of Contract Change Order No. 5 in the amount of \$32,078 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 12 - Mechanical and HVAC, bringing the contract total to \$2,569,754
- K. Motion: Accepting notification of Contract Change Order No. 4 in the amount of \$16,889 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 - Building and Site Electrical, bringing the contract total to \$4,220,834



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- L. **Resolution No. 2013-101** Considering intention to levy and collect assessments for Fiscal Year 2013-14 for Assessment Districts in the City of Turlock
- M. **Resolution No. 2013-102** Authorizing the release of \$10,900 from the Police Department's General Fund Account 110.24003 (Asset Seizures – Police), to be deposited in General Fund Revenue account 110.20.200.35050 "Police Services-Misc" and appropriating \$2,011 of that deposit to 110-20-205.44001_024 "Supplies Property/Evidence" for the purchase of UPC bar code labels
- N. **Resolution No. 2013-103** Accepting a donation in the amount of \$1,300 from the Modesto Area A's in support of the Volunteers in Police Service Program
- O. **Resolution No. 2013-104** Accepting a donation in the amount of \$500 from E&J Gallo Winery in support of the Turlock Police Explorer Program
- P. **Resolution No. 2013-105** Accepting the third quarter donations for Fiscal Year 2012-13 of \$656 from various donors and assorted animal related products valued at \$3,031.90, in support of the City's Animal Services Unit
- Q.
 1. **Resolution No. 2013-106** Adopting the City of Turlock General Fund Budget covering Fiscal Year 2013-14
 2. **Resolution No. 2013-107** Adopting the City of Turlock Non-General Fund Budget covering Fiscal Year 2013-14
- R. Motion: Rejecting Claims filed for Damage by CCMSI as subrogee for Mid Valley Agriculture
- S. Motion: Rejecting Claims filed for Damage by Joe M. Gomes
- T. Motion: Rejecting Claims filed for Damage by David A. Talamante
- U. Motion: Rejecting Claims filed for Damage by Gary Hodnot
- V. **Resolution No. 2013-108** Authorizing the signing of the funding contract, acceptance of an allocation of funds, and execution of a grant agreement with the San Joaquin Valley Air Pollution Control District (SJVAPCD) for \$98,961.92 to be received in account number 506-00-000-213.37235 "San Joaquin Valley Air Pollution Control District Grant" and appropriating \$98,962 to account number 506-00-000-213.51020 "Equipment Replacement"

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS**

- A. Interim Assistant to the City Manager/Lieutenant Ron Reid presented the staff report on the request to supersede and replace Council Resolution Nos. 2010-126, 2011-186, and 2012-112 and adopt updated cost recovery percentages and the schedule of fees and charges for City services, to include City recreational services, pursuant to Turlock Municipal Code Section 3-3-301 et seq.

Vice Mayor DeHart opened the public hearing. No one spoke. Vice Mayor DeHart closed the public hearing.

Council and staff discussion included utility service deposits.

Action: **Resolution No. 2013-109** Superseding and replacing Council Resolution Nos. 2010-126, 2011-186, and 2012-112 and adopting updated cost recovery percentages and the schedule of fees and charges for City services, to include City recreational services, pursuant to Turlock Municipal Code Section 3-3-301 et seq. was introduced by Councilmember Nascimento, seconded by Councilmember Bublak, and carried with Mayor Lazar absent.

8. **SCHEDULED MATTERS:** None

9. **COUNCIL ITEMS FOR FUTURE CONSIDERATION:** None

10. **COUNCIL COMMENTS:** None

11. **CLOSED SESSION:** None

12. **ADJOURNMENT:**

Motion by Councilmember Bublak, seconded by Councilmember White, to adjourn at 6:41 p.m.
Motion carried with Mayor Lazar absent.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk



Council Synopsis

5C

July 9, 2013

From: Michael G. Pitcock, PE
Director of Development Services / City Engineer

Prepared by: Nathan Bray, PE
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$15,900 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Capital Facility Fees from Fund 305-40-440.51270 for City Project No. 0740, "Landscape Golden State Boulevard from Christoffersen Parkway to Roberts Road," to complete the necessary funding required for the project

Motion: Approving Contract Change Order No. 2 (Final) for a credit of \$13,955.90 (Fund 215) for City Project No. 0740, "Landscape Golden State Boulevard from Christoffersen Parkway to Roberts Road," bringing the contract total to \$404,758.39, and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On August 28, 2012 Council awarded a contract in the amount of \$382,671 to George Reed Inc. of Modesto, California for City Project No. 0740, "Landscape Golden State Boulevard from Christoffersen Parkway to Roberts Road."

Contract Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$382,671	8/28/12
Change Order No. 1	\$36,043.29	5/14/13
Change Order No. 2 (Final)	(\$13,955.90)	7/9/13
Adjusted Contract Total	\$404,758.39	

1. Striping Modifications

The Contractor was directed to make some striping modifications in the field to accommodate three south bound lanes on Golden State Boulevard. The original plans did not include provisions for three south bound lanes, however adequate width was available and the additional lane is consistent with the general plan.

2. Change out irrigation nozzles to meet Turlock WELO

The irrigation nozzles that were originally installed are not efficient enough to comply with the Turlock Water Efficient Landscape Ordinance (TWELo) when used in large quantities. Staff was trying to be consistent with the types of nozzles that are currently in use, however it was determined that these nozzles needed to be replaced. The nozzles that were installed meet the TWELo and a second irrigation audit was performed and passed.

All items of this contract change order are in accordance with City Standards.

3. **BASIS FOR RECOMMENDATION:**

- A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.
- B) The changes were needed to complete all work in accordance with the project plans and City Standards.

Strategic Plan Initiative D. Municipal Infrastructure

Goal(s): a. Identify avenue to address current deficiencies (grants):

- iv) Streets/Roadways

Strategic Plan Initiative F. Intelligent, Planned, Managed Growth

Goal(s): b. Continue use of Specific and Master Plans

4. **FISCAL IMPACT / BUDGET AMENDMENT:**

Fiscal Impact

This project is funded by multiple funding sources as identified below:

- RSTP \$412,082
- Capital Facility Fees \$79,700

When the 2012/13 budget was prepared, staff estimated using \$63,805 in Capital Facility Fees for matching (to RSTP monies) and costs not covered by federal funds. Staff requests the transfer of \$15,900 in additional Capital Facility Fees from fund 305 to complete the funding package for this project. The additional capital facility fees are part of the transportation element and are available to support this request. With the approval of the transfer, sufficient funds will be appropriated in account number 215-40-420.51210 "Landscape Golden State from Christoffersen to Roberts."

NOTE: No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

The project is exempt from a CEQA determination in accordance with Section 15304(b) "Minor Alterations to Land: New gardening or landscaping including the replacement of existing conventional landscaping with water efficient fire resistant landscaping."

In accordance with 23 CFR 771.117, and based on an examination of this project and supporting information, the State of California Department of Transportation has determined this project does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment or Environmental Impact Statement. This project is categorical exempt under Section 6004 of 23 CFR 771.117(c): activity (c)(7).

Contract Change Order No. 2 does not alter the environmental determination for CEQA or NEPA as the changes do not alter the scope of the project.

7. ALTERNATIVES:

- A) Not approve the transfer of funds. Staff does not recommend this as the funding sought after is specifically for this purpose and additional funding would need to be identified.
- B) Not approve Contract Change Order No. 2. Staff does not recommend this as the changes were needed to construct the project in accordance with City Standards and in a manner that would ensure the best project life expectancy.
- C) Not authorize the City Engineer to file a Notice of Completion. Staff does not recommend this as a notice of completion must be filed to close out a capital project per the public contract code.



CONTRACT CHANGE ORDER

Date issued: 9-Jul-13 Change Order No.: 2 (FINAL)
 Project Name: Landscape Golden State Blvd. median

George Reed, Inc. Project No.: 0740
 P.O. Box 4760 Contract For: \$382,671.00
 Modesto, CA 95352 Contract Award Date: August 28, 2012

You are directed to make the following changes in this contract as requested by The City of Turlock:

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	--	--	--	\$362,742.10
Contractor's Bid Amount for Bid Items	--	--	--	\$382,671.00
Subtotal of Difference				(\$19,928.90)
1. Striping modifications	LS	1	\$3,813.75	\$3,813.75
2. Change out irrigation nozzles to meet Turlock WELO	LS	1	\$2,159.25	\$2,159.25
Total this CCO=				(\$13,955.90)
<i>The original contract sum =</i>				\$382,671.00
<i>Net change by previous change orders =</i>				\$36,043.29
<i>The contract total will be decreased in the amount of =</i>				(\$13,955.90)
<i>The new contract sum including this change order will be =</i>				\$404,758.39
<i>The contract time will be increased by eight working days.</i>				

Accepted: _____ Date: _____
 Contractor

Recommended: _____ Date: _____
 Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ Date: _____
 Roy W. Wasden, City Manager

CITY OF TURLOCK

FINAL QUANTITIES

Landscape Golden State Blvd. median

Project No. 0740

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	\$0.00
2	Demolition	LS	\$25,000.00	1.00	\$25,000.00	1.00	\$25,000.00	\$0.00
3	Earthwork	LS	\$55,000.00	1.00	\$55,000.00	1.00	\$55,000.00	\$0.00
4	Clear and Grub	LS	\$7,500.00	1.00	\$7,500.00	1.00	\$7,500.00	\$0.00
5	Traffic Control	LS	\$7,500.00	1.00	\$7,500.00	1.00	\$7,500.00	\$0.00
6	Remove Existing Striping and markings	LS	\$1.00	1.00	\$1.00	1.00	\$1.00	\$0.00
7	Grinding	SY	\$2.50	1780.00	\$4,450.00	1,780.00	\$4,450.00	\$0.00
8	Vertical Curb	LF	\$10.00	2326.00	\$23,260.00	2,324.00	\$23,240.00	\$20.00
9	Aggregate Base	CY	\$60.00	66.64	\$3,998.40	208.00	\$12,480.00	(\$8,481.60)
10	Hot mix asphalt	TN	\$65.00	873.58	\$56,782.70	1,050.00	\$68,250.00	(\$11,467.30)
11	Striping	LS	\$1,750.00	1.00	\$1,750.00	1.00	\$1,750.00	\$0.00
12	Connection to water system	LS	\$500.00	1.00	\$500.00	1.00	\$500.00	\$0.00
13	Landscape System	LS	\$81,000.00	1.00	\$81,000.00	1.00	\$81,000.00	\$0.00
14	Irrigation System	LS	\$91,000.00	1.00	\$91,000.00	1.00	\$91,000.00	\$0.00
	SUB-TOTAL CONTRACT ITEMS =				\$362,742.10		\$382,671.00	(\$19,928.90)
	CHANGE ORDERS							
	CONTRACT CHANGE ORDER #1							
1	Additional Irrigation valve, box and mulch	FA	\$1,115.79	1	\$1,115.79	0	\$0.00	\$1,115.79
2	Pulverize and grade SB lane	LS	\$2,500.00	1	\$2,500.00	0	\$0.00	\$2,500.00
3	Pump Water	FA	\$2,010.10	1	\$2,010.10	0	\$0.00	\$2,010.10
4	Remove island and replace at Roberts / GSB	FA	\$18,194.68	1	\$18,194.68	0	\$0.00	\$18,194.68
5	Additional paving at island and north wedge	FA	\$12,221.72	1	\$12,221.72	0	\$0.00	\$12,221.72
	CONTRACT CHANGE ORDER #2							
1	Striping modifications	LS	\$3,813.75	1	\$3,813.75	0	\$0.00	\$3,813.75
2	Change out irrigation nozzles to meet Turlock WEI	LS	\$2,159.25	1	\$2,159.25	0	\$0.00	\$2,159.25
	SUB-TOTAL CHANGE ORDER ITEMS =				\$42,015.29		\$0.00	\$42,015.29
	TOTAL PROJECT =				\$404,757.39		\$382,671.00	\$22,086.39

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
Office of the City Clerk
156 S. Broadway, Suite 230
TURLOCK CA 95380-5454

**NOTICE OF COMPLETION
CITY PROJECT NO. 0740
LANDSCAPE GOLDEN STATE BLVD. FROM CHRISTOFFERSEN TO ROBERTS**

Notice is hereby given that work on the above-referenced project in the city's right-of-way in the City of Turlock, was completed by the undersigned agency on July 9, 2013. The contractor of work was George Reed, Inc. P. O. Box 4760, Modesto, CA 95352, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

VERIFICATION

I, the undersigned, City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

CITY OF TURLOCK

MICHAEL G. PITCOCK, PE
CITY ENGINEER
OWNER'S AGENT

Executed on July 10, 2013 at Turlock, California, Stanislaus County

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$15,900 TO ACCOUNT NUMBER 215-40- }
420.51210 "FEDERAL STREET PROJECTS" }
TO BE FUNDED VIA A TRANSFER OF }
CAPITAL FACILITY FEES FROM FUND }
305-40-440.51270 FOR CITY PROJECT NO. }
0740, "LANDSCAPE GOLDEN STATE }
BOULEVARD FROM CHRISTOFFERSEN }
PARKWAY TO ROBERTS ROAD," TO }
COMPLETE THE NECESSARY FUNDING }
REQUIRED FOR THE PROJECT }
_____ }

RESOLUTION NO. 2013-

WHEREAS, the City secured federal RSTP funds for the beautification of Golden State Boulevard from Christoffersen Parkway to Roberts Road; and

WHEREAS, per the federal program guidelines, the City must provide a minimum funding match for the federal monies; and

WHEREAS, the City must utilize the federal funds for this specific project as identified through the NEPA process; and

WHEREAS, the CFF (Transportation) fund is specifically for the use of transportation activities such as beautification; and

WHEREAS, these CFF monies are available for use.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$15,900 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Capital Facility Fees from Fund 305-40-440.51270 for City Project No. 0740, "Landscape Golden State Boulevard from Christoffersen Parkway to Roberts Road," to complete the necessary funding required for the projet.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of July, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Kellie Weaver, City Clerk, City of
Turlock, County of Stanislaus,
State of California



Council Synopsis

5D

July 9, 2013

From: Michael G. Pitcock, PE
Director of Development Services / City Engineer

Prepared by: Nathan Bray, PE
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$31,700 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Capital Facility Fees from Fund 305-40-440.51270 for City Project No. 0870, "Landscape Golden State Boulevard from Roberts Road to Monte Vista Avenue," to complete the necessary funding required for the project

Motion: Approving Contract Change Order No. 2 (Final) for a credit in the amount of \$4,791.50 (Fund 215) for City Project 0870, "Landscape Golden State Boulevard from Roberts Road to Monte Vista Avenue," bringing the contract total to \$361,972.80, and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On August 28, 2012 City Council awarded a contract in the amount of \$359,183.50 to George Reed Inc. of Modesto, California for City Project No. 0870, "Landscape Golden State Boulevard from Roberts Road to Monte Vista Avenue."

Contract Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$359,183.50	8/28/12
Change Order No. 1	\$7,580.80	5/14/13
Change Order No. 2 (Final)	(\$4,791.50)	7/9/13
Adjusted Contract Total	\$361,972.80	

This change order consists of the following items:

1. Striping Modifications

The Contractor was directed to make some striping modifications in the field to accommodate three south bound lanes on Golden State Boulevard. The original plans did not include provisions for three south bound lanes, however adequate width was available and the additional lane is consistent with the general plan.

2. Change out irrigation nozzles to meet Turlock WELO

The irrigation nozzles that were originally installed are not efficient enough to comply with the Turlock Water Efficient Landscape Ordinance (TWELo) when used in large quantities. Staff was trying to be consistent with the types of nozzles that are currently in use, however it was determined that these nozzles needed to be replaced. The nozzles that were installed meet the TWELo and a second irrigation audit was performed and passed.

3. Water Audit:

Once the nozzles were replaced the contractor was required to perform a second irrigation audit. The TWELo mandates that a successful irrigation audit be completed prior to closing out a project. With the new nozzles installed, the irrigation audit passed.

All items of this contract change order are in accordance with City Standards.

3. BASIS FOR RECOMMENDATION:

- A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.
- B) The changes were needed to complete all work in accordance with the project plans and City Standards.

Strategic Plan Initiative D. Municipal Infrastructure

Goal(s): a. Identify avenue to address current deficiencies (grants):

- iv) Streets/Roadways

Strategic Plan Initiative F. Intelligent, Planned, Managed Growth

Goal(s): b. Continue use of Specific and Master Plans

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

This project is funded by multiple funding sources as identified below:

- RSTP \$331,000
- Capital Facility Fees \$76,000

When the 2012/13 budget was prepared, Staff estimated using \$44,274 in Capital Facility Fees for matching (to RSTP monies) and costs not covered by federal funds. Staff requests the transfer of \$31,700 in additional Capital Facility Fees from fund 305 to complete the funding package for this project. The additional capital facility fees are part of the transportation element and are available to support this request. With the approval of the transfer, sufficient funds will be appropriated in account number 215-40-420.51210 "Landscape Golden State Boulevard from Roberts Road to Monte Vista Avenue."

NOTE: No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

The project is exempt from a CEQA determination in accordance with Section 15304(b) "Minor Alterations to Land: New gardening or landscaping including the replacement of existing conventional landscaping with water efficient fire resistant landscaping."

In accordance with 23 CFR 771.117, and based on an examination of this project and supporting information, the State of California Department of Transportation has determined this project does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment or Environmental Impact Statement. This project is categorical exempt under Section 6004 of 23 CFR 771.117(c): activity (c)(7).

Contract Change Order No. 2 does not alter the environmental determination for CEQA or NEPA as the changes do not alter the scope of the project.

7. ALTERNATIVES:

- A) Not approve the transfer of funds. Staff does not recommend this as the funding sought after is specifically for this purpose and additional funding would need to be identified.
- B) Not approve Contract Change Order No. 2. Staff does not recommend this as the changes were needed to construct the project in accordance with City Standards and in a manner that would ensure the best project life expectancy.
- C) Not authorize the City Engineer to file a Notice of Completion. Staff does not recommend this as a notice of completion must be filed to close out a capital project per the public contract code.



CONTRACT CHANGE ORDER

Date issued: 9-Jul-13 Change Order No.: 2 (FINAL)
 Project Name: Landscape Golden State Blvd. median

George Reed, Inc. Project No.: 0870
 P.O. Box 4760 Contract For: \$359,183.50
 Modesto, CA 95352 Contract Award Date: August 28, 2012

You are directed to make the following changes in this contract as requested by The City of Turlock:

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	--	--	--	\$349,770.35
Contractor's Bid Amount for Bid Items	--	--	--	\$359,183.50
Subtotal of Difference				(\$9,413.15)
1. Striping Modifications	LS	1	\$1,922.50	\$1,922.50
2. Change out irrigation nozzles to meet Turlock WELO	LS	1	\$1,799.15	\$1,799.15
3. Water Audit	LS	1	\$900.00	\$900.00
Total this CCO=				(\$4,791.50)

<i>The original contract sum =</i>	\$359,183.50
<i>Net change by previous change orders =</i>	\$7,580.80
<i>The contract amount will be decreased in the amount of =</i>	(\$4,791.50)
<i>The new contract sum including this change order will be =</i>	\$361,972.80
<i>The contract time will be increased by eight working days.</i>	

Accepted: _____ Date: _____
 Contractor

Recommended: _____ Date: _____
 Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ Date: _____
 Roy W. Wasden, City Manager

CITY OF TURLOCK

FINAL QUANTITIES

Landscape Golden State Blvd. median

Project No. 0870

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	\$0.00
2	Demolition	LS	\$24,000.00	1.00	\$24,000.00	1.00	\$24,000.00	\$0.00
3	Earthwork	LS	\$65,000.00	1.00	\$65,000.00	1.00	\$65,000.00	\$0.00
4	Clear and Grub	LS	\$7,500.00	1.00	\$7,500.00	1.00	\$7,500.00	\$0.00
5	Traffic Control	LS	\$7,500.00	1.00	\$7,500.00	1.00	\$7,500.00	\$0.00
6	Remove Existing Striping and markings	LS	\$1.00	1.00	\$1.00	1.00	\$1.00	\$0.00
7	Grinding	SY	\$2.50	1867.00	\$4,667.50	1,867.00	\$4,667.50	\$0.00
8	Vertical Curb	LF	\$10.00	2141.00	\$21,410.00	2,141.00	\$21,410.00	\$0.00
9	Aggregate Base	CY	\$60.00	69.36	\$4,161.60	108.00	\$6,480.00	(\$2,318.40)
10	Hot mix asphalt	TN	\$65.00	865.85	\$56,280.25	975.00	\$63,375.00	(\$7,094.75)
11	Striping	LS	\$1,750.00	1.00	\$1,750.00	1.00	\$1,750.00	\$0.00
12	Connection to water system	LS	\$7,500.00	1.00	\$7,500.00	1.00	\$7,500.00	\$0.00
13	Landscaping System	LS	\$75,000.00	1.00	\$75,000.00	1.00	\$75,000.00	\$0.00
14	Irrigation System	LS	\$70,000.00	1.00	\$70,000.00	1.00	\$70,000.00	\$0.00
	SUB-TOTAL CONTRACT ITEMS =				\$349,770.35		\$359,183.50	(\$9,413.15)
	CHANGE ORDERS							
	CONTRACT CHANGE ORDER #1							
1	Pump water	FA	\$759.49	1	\$759.49	0	\$0.00	\$759.49
2	Pulverize and grade SB lane	LS	\$2,500.00	1	\$2,500.00	0	\$0.00	\$2,500.00
3	Remove corner material for storm water retention	FA	\$4,321.31	1	\$4,321.31	0	\$0.00	\$4,321.31
	CONTRACT CHANGE ORDER #2							
1	Striping Modifications	LS	\$1,922.50	1	\$1,922.50	0	\$0.00	\$1,922.50
2	Replace Irrigation Nozzles to meet Turlock WELO	LS	\$1,799.15	1	\$1,799.15	0	\$0.00	\$1,799.15
3	Water Audit	LS	\$900.00	1	\$900.00	0	\$0.00	\$900.00
	SUB-TOTAL CHANGE ORDER ITEMS =				\$12,202.45		\$0.00	\$12,202.45
	TOTAL PROJECT =				\$361,972.80		\$359,183.50	\$2,789.30

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
Office of the City Clerk
156 S. Broadway, Suite 230
TURLOCK CA 95380-5454

**NOTICE OF COMPLETION
CITY PROJECT NO. 0870
LANDSCAPE GOLDEN STATE BLVD.
FROM ROBERTS RD. TO MONTE VISTA AVE.**

Notice is hereby given that work on the above-referenced project in the city's right of way in the City of Turlock, was completed by the undersigned agency on July 9, 2013. The contractor of work was George Reed, Inc. P. O. Box 4760, Modesto, CA 95352, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

VERIFICATION

I, the undersigned, City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

CITY OF TURLOCK

MICHAEL G. PITCOCK, PE
CITY ENGINEER
OWNER'S AGENT

Executed on July 10, 2013 at Turlock, California, Stanislaus County

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$31,700 TO ACCOUNT NUMBER 215-40- }
420.51210 "FEDERAL STREET PROJECTS" }
TO BE FUNDED VIA A TRANSFER OF }
CAPITAL FACILITY FEES FROM FUND }
305-40-440.51270 FOR CITY PROJECT }
NO. 0870, "LANDSCAPE GOLDEN STATE }
BOULEVARD FROM ROBERTS ROAD TO }
MONTE VISTA AVENUE," TO COMPLETE }
THE NECESSARY FUNDING REQUIRED }
FOR THE PROJECT }
_____ }

RESOLUTION NO. 2013-

WHEREAS, The City secured federal RSTP funds for the beautification of Golden State Boulevard from Roberts Road to Monte Vista Avenue; and

WHEREAS, per the federal program guidelines, the City must provide a minimum funding match for the federal monies; and

WHEREAS, the City must utilize the federal funds for this specific project as identified through the NEPA process; and

WHEREAS, the CFF (Transportation) fund is specifically for the use of transportation activities such as beautification; and

WHEREAS, these CFF monies are available for use.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$31,700 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Capital Facility Fees from fund 305-40-440.51270 for City Project No. 0870, "Landscape Golden State Boulevard from Roberts Road to Monte Vista Avenue," to complete the necessary funding required for the project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of July, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Kellie Weaver, City Clerk, City of
Turlock, County of Stanislaus,
State of California



Council Synopsis

5E

July 9, 2013

From: Michael G. Pitcock, PE
Director of Development Services / City Engineer

Prepared by: Nathan Bray, PE
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 2 in the amount of \$11,620 (Fund 420) for City Project 10-24, "Well #40 Sitework," bringing the contract total to \$222,486.35

2. DISCUSSION OF ISSUE:

On February 28, 2012, Council awarded a contract in the amount of \$192,666.35 to Peterson Excavation of Tuolumne, California for City Project No. 10-24, "Well #40 Sitework."

Contract Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$192,666.35	2/28/12
Change Order No. 1	\$18,200	8/28/12
Change Order No. 2	\$11,620	7/9/13
Adjusted Contract Total	\$222,486.35	

Changes to Waterline Connection

The contractor had to install additional fittings and dig the excavation deeper than expected to make the connection for a fire hydrant. The water line that the contractor was making the connection was around six feet deep. The line was anticipated to be around three feet.

Header Board

In order to ensure longevity of the landscaping and mulch, the contractor was directed to install header board around the landscaped area. This will help with mulch run off and erosion of the site for years to come.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

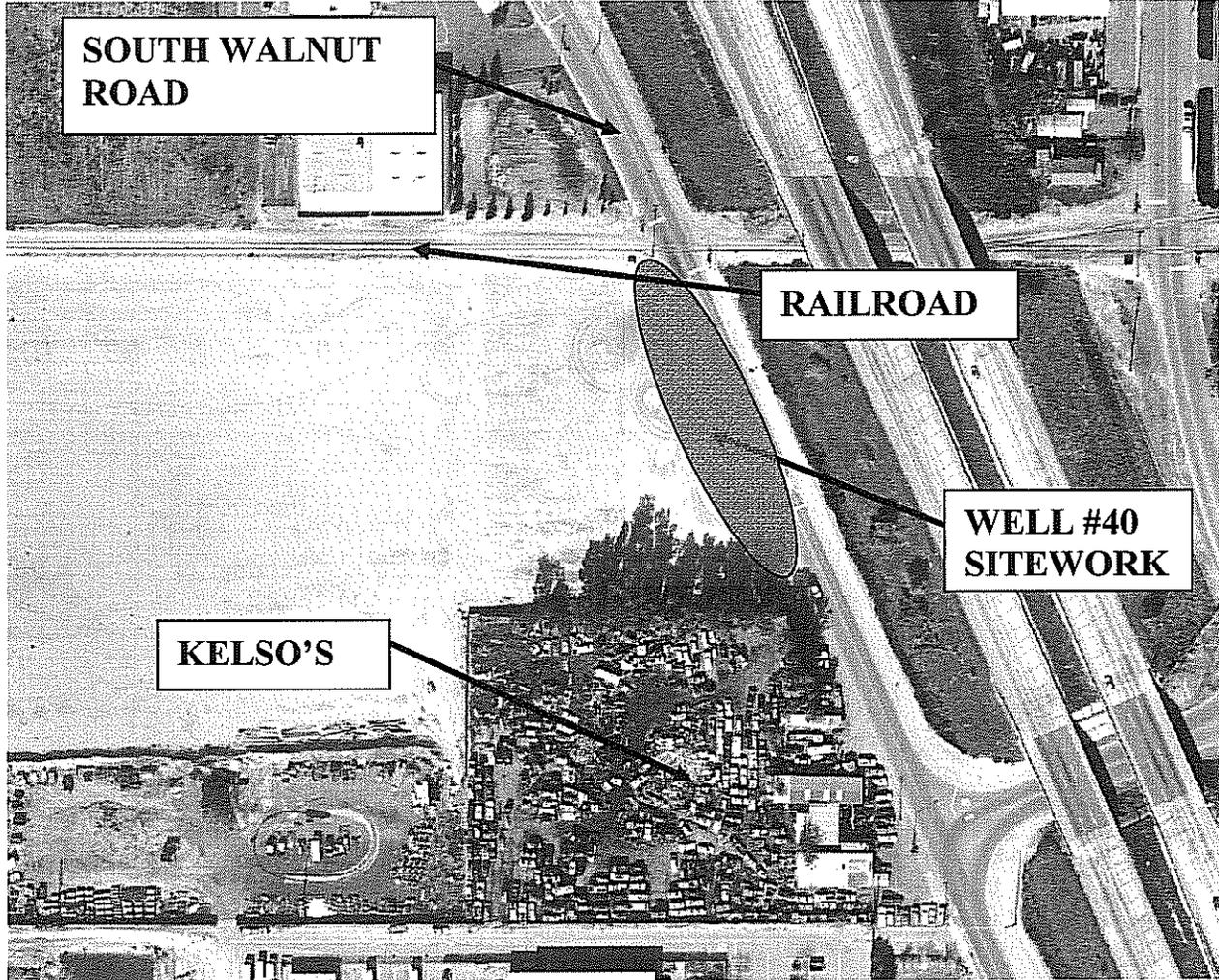
Mitigated Negative Declaration: The environmental impacts associated with Minor Administrative Approval 2009-01 (Well #40) have been reviewed by the City pursuant to the Turlock Municipal Code and the California Environmental Quality Act (CEQA). Based upon analysis, information, and mitigation measures contained in the Initial Study prepared for the proposed project, it has been determined that no significant environmental impacts are associated with the proposed project. Pursuant to Public Resources Code 21080(c)(2) and 21157.5 of CEQA, the proposed project was analyzed to establish its potential impacts beyond those described in the General Plan Environmental Impact Report and the West Side Industrial Specific Plan Environmental Impact Report. Feasible mitigation measures have been added to the project, in accordance with Public Resources Code 21080(c)(2) and 21157.5 of CEQA, to mitigate identified environmental impacts to a level of insignificance.

On March 27, 2009, a Mitigated Negative Declaration was prepared and posted with the Stanislaus County Clerk, stating that the proposed development would not have a significant effect upon the environment because mitigation measures identified in the General Plan EIR, WISP EIR, Initial Study, and mitigation monitoring program have been added to the project.

7. ALTERNATIVES:

Not approve Contract Change Order No.2. Staff does not recommend this alternative because these changes are needed to reduce possible maintenance issues and are needed to comply with City ordinances.

CITY PROJECT NO. 10-24
Well #40 SITEWORK





Council Synopsis

5F

July 9, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer

Prepared by: Stephen Fremming, P.E., Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 12-61, "HVAC Replacements at Turlock Regional Water Quality Control Facility," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

The scope of work on this project involves removal and replacement of three (3) heat pumps (cooling only) at the Turlock Regional Water Quality Control Facility. The units are roof mounted and serve to cool the electrical and mechanical equipment interior to the primary sludge pump station no. 2 building, primary electrical building, and the chemical feed building.

All work on the project is now complete. Staff brings forth a Notice of Completion for Council's acceptance.

3. BASIS FOR RECOMMENDATION:

A. City Municipal Code requires that the City Council authorize the City Engineer to sign the Notice of Completion.

Strategic Plan Initiative

Not specifically identified within the City Strategic Plan as this item pertains to the ongoing operation and overall maintenance of City facilities, equipment or infrastructure.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The project has been funded out of line item number 410-51-534-43353, "RWQCF-OPS Building Repairs." No budget amendment is necessary.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Deny acceptance of completed work. Staff does not recommend this as the contractor completed the work according to the City specifications.

City Project No. 12-61
HVAC Replacements at Turlock Regional Water Quality Control Facility



1. Primary sludge pump station no. 2
2. Primary electrical building
3. Chlorine chemical feed building

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
Office of the City Clerk
156 S. Broadway, Suite 230
TURLOCK CA 95380-5454

**NOTICE OF COMPLETION
CITY PROJECT NO. 12-61
HVAC REPLACEMENT AT
TURLOCK REGIONAL WATER QUALITY CONTROL FACILITY**

Notice is hereby given that work on the above-referenced location in the city's right-of-way on 901 S. Walnut in the City of Turlock, was completed by the undersigned agency on July 9, 2013. The contractor of work was Champion Industrial Contractors, 1420 Coldwell Ave., Modesto CA 95350, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

VERIFICATION

I, the undersigned, City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

CITY OF TURLOCK

MICHAEL G. PITCOCK, PE
CITY ENGINEER
OWNER'S AGENT

Executed on July 10, 2013 at Turlock, California, Stanislaus County



Council Synopsis

5G

July 9, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer

Prepared by: Anthony R. Orosco, P.E., Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the advertisement for construction proposals for City Project No. 13-21, "Slurry Seals 2013"

2. DISCUSSION OF ISSUE:

The City's Development Services Department, Engineering Division, is in the final stages of completing the contract documents for City Project No. 13-21, "Slurry Seals 2013." Per Resolution 2009-247, the City Council must authorize the advertisement of projects estimated over one million dollars. Staff is requesting authorization to advertise this project for public bidding.

The estimated construction contract cost for the project is \$1,002,823.

3. BASIS FOR RECOMMENDATION:

- A) City Project No. 13-21 is ready to be advertised for public bidding.
- B) Per Resolution 2009-247, the City Council must authorize the advertisement of projects estimated over one million dollars.

Strategic Plan Initiative F. INTELLIGENT, PLANNED, MANAGED GROWTH

Goal(s): c Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF, CFD)

Strategic Plan Initiative H. COMMUNITY PROGRAMS, FACILITIES, AND INFRASTRUCTURE

Goal(s): a Community Infrastructure
v. Provide safe and well-maintained streets for the citizens of Turlock

4. FISCAL IMPACT / BUDGET AMENDMENT:

The line item for the construction project currently only has \$750,000 and will need additional Assessment District funds. Staff will request the necessary funds when the project is brought before Council for award.

Note: No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Do not advertise project no. 13-21 for bid proposals at this time. This is not recommended by staff as the design is near completion.



Council Synopsis

5H

July 9, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services /City Engineer

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Retainer Agreement for Fiscal Years 2013-2015 in an amount not to exceed \$100,000 with ENGEIO, Inc., of Ripon, CA, for City Project No. 13-31, "RFQ for Materials Testing and Inspection Retainer Agreement"

Motion: Approving a Retainer Agreement for Fiscal Years 2013-2015 in an amount not to exceed \$100,000 with Kleinfelder West, Inc., of Modesto, CA, for City Project No. 13-31, "RFQ for Materials Testing and Inspection Retainer Agreement"

2. DISCUSSION OF ISSUE:

The City of Turlock has an occasional need for materials testing and inspection services throughout the year. These professional services require skills and certifications beyond that which the City of Turlock supplies or has the ability to provide. These services are often related to construction activities associated with capital improvements.

On May 28, 2013, Staff received eight proposals in response to the advertised RFQ. The proposals from ENGEIO, Inc., and Kleinfelder West, Inc., met all of the RFQ requirements and are being recommended by staff for execution of a retainer agreement. Staff is recommending the selection of two firms, rather than a single firm, as this provides flexibility to staff and increased competition can result in better performance by both firms when working on service requests.

Staff is recommending an agreement in an amount not to exceed \$100,000 for each selected consultant, paid on a per project basis with the funds associated with that project. This amount is an estimate based on past costs and future needs but does not entitle the consultant any compensation if their services are not necessary.

3. BASIS FOR RECOMMENDATION:

A) Per City Municipal Code, City Council approval of the agreement is required prior to execution of the contract with the consultant.

B) Staff will be able to call on a consultant for materials testing and inspection services without having to go through a separate, competitive advertising period for each project.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

- Goal(s):** b Address growth related issues (current and future)
v. Impact on current transportation system

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Not to exceed \$100,000 per agreement. The exact cost is project dependent and will be paid for with funds associated with that project. This amount is an estimate based on past costs and future needs but does not entitle the consultant any compensation if their services are not necessary. No General Fund monies will be used for this project, unless the project itself is paid for with General Funds.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

1. Reject the award of both consultant agreements. Staff does not recommend this alternative due to the fact that professional materials testing and inspection services are necessary for many capital improvement projects that the City has an interest in and having multiple retainer agreements provides increased competition and accountability for each of the selected firms.
2. Reject the award of one consultant agreement, while approving an agreement with the other consultant. Staff does not recommend this alternative because the selected consultant may be unavailable at times due to various reasons, which could cause delays and affect project delivery.



RETAINER AGREEMENT
For Special Services
between
the CITY OF TURLOCK
and
ENGEIO, INC.
for
MATERIALS TESTING AND INSPECTION SERVICES
City Project No. 13-31

THIS AGREEMENT is made this 9th day of July, 2013, by and between the CITY OF TURLOCK, a municipal corporation of the State of California hereinafter referred to as "CITY" and ENGEIO, INC., a private corporation, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, CITY has a need for professional materials testing and inspection services; and

WHEREAS, CONSULTANT has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF WORK:** The Services to be provided by CONSULTANT shall be delineated by the City Engineer in one or more written Service Requests submitted to CONSULTANT during the term of this Agreement. These Service Requests shall be numbered consecutively and attached to and controlled by the terms of this Agreement. Each such Service Request shall set forth the exact Services to be performed by CONSULTANT and the total compensation due CONSULTANT for such Services. CONSULTANT must sign and return these Service Requests before undertaking the services described therein. CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications set forth in each Service Request and herein. CONSULTANT shall provide Services that are acceptable to CITY.

2. **PERSONNEL AND EQUIPMENT:** CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT shall reasonably require to accomplish said Services.

3. **SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

RM
1

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A, attached hereto, as full remuneration for performing all Services and furnishing all staffing and materials called for and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed One Hundred Thousand and no/100ths Dollars (\$100,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: CONSULTANT shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

(3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONSULTANT within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.

(4) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONSULTANT within five (5) working days of dispute settlement.

(5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect beginning July 9, 2013, and ending June 30, 2015, subject to CITY's availability of funds.

6. INSURANCE: CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 and CG 20

37, or their equivalent), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONSULTANT shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (CG 20 10 and CG 20 37), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONSULTANT's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that

reduces or restricts the insurance coverage afforded to CITY under any of the required insurance coverages, the insurer, broker/producer, or CONSULTANT shall provide CITY with thirty (30) days' prior written notice of such action.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(f) Verification of Coverage: CONSULTANT shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT'S obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(g) Waiver of Subrogation: With the exception of professional liability, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by CONSULTANT, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) Subcontractors: CONSULTANT shall be responsible for the services of all subcontractors employed in conjunction with work performed under this Agreement. CONSULTANT shall include subcontractors as insureds under the 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.

7. INDEMNIFICATION: CONSULTANT shall hold harmless, defend, and indemnify CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of CITY.

8. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONSULTANT, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period that service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONSULTANT.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONSULTANT or CONSULTANT'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONSULTANT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONSULTANT'S personnel.

As an independent contractor, 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.

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall continue to work on the current Service Request through the date of termination. CITY shall pay CONSULTANT for all work performed through the date of termination.

10. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of

this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or theft.

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONSULTANT all or any part of the payments set forth in this Agreement on the date due, at its option CONSULTANT may terminate this Agreement if the failure is not remedied within thirty (30) days after CONSULTANT notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of CONSULTANT'S Tax Status. If CITY determines that CONSULTANT does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to CONSULTANT. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by CONSULTANT in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

12. NONDISCRIMINATION: In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or national origin. CONSULTANT shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall also comply with the

requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

13. TIME: Time is of the essence in this Agreement.

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best, current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

16. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

17. NEWS AND INFORMATION RELEASE: CONSULTANT agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

18. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be

required to perform any such additional services.

20. **PATENT/COPYRIGHT MATERIALS:** Unless otherwise expressly provided in the contract, CONSULTANT shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT shall furnish a warranty of such right to use to CITY at the request of CITY.

21. **CERTIFIED PAYROLL REQUIREMENT:** For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

22. **PARTIAL INVALIDITY:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. **WAIVER:** The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

24. **AUDIT:** CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONSULTANT'S charges to CITY under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

25. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the State of California.

26. **HEADINGS NOT CONTROLLING:** Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

27. **COMPLIANCE WITH LAWS:** CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

28. **CITY BUSINESS LICENSE:** CONSULTANT will have a City of Turlock business license.

29. **ASSIGNMENT:** This Agreement is binding upon CITY and CONSULTANT and their successors. Except as otherwise provided herein, neither CITY nor CONSULTANT shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

30. **RECORD INSPECTION AND AUDIT:** CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT'S time and material charges under this

Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

31. **EXCLUSIVE USE:** Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of CITY.

32. **EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE:** CONSULTANT shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

33. **NOTICE:** Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

for CONSULTANT: ENGEO, INC.
ATTENTION: JOSEPH TOOTLE, GE
580 N. WILMA AVE., SUITE A
RIPON, CA 95366
PHONE: (925) 866-9000
FAX: (888) 279-2698

for CITY: CITY OF TURLOCK
ATTENTION: MICHAEL G. PITCOCK, P.E.
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4430
FAX: (209) 668-5563

34. **OTHER SOURCES:** CITY reserves the right to obtain professional material testing and inspection services from other sources. CONSULTANT may also retain or subcontract for the services of other necessary individuals or firms with the approval of CITY. Payment for such services shall be the responsibility of CONSULTANT.

35. **EXTENSION OF AGREEMENT:** CITY may elect to extend this Agreement for two (2) additional one-year terms, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONSULTANT will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONSULTANT's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

36. **USE OF CITY PROJECT NUMBER:** CONSULTANT agrees to use the

aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that are related to the project. Nothing in this section shall preclude CONSULTANT from using their own project numbers for their own internal use.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

CITY OF TURLOCK, a municipal corporation

ENGEO, INC.

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

By: _____
Michael G. Pitcock, P.E., Director of
Development Services/City Engineer

Federal Tax ID _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT A



Expect Excellence

GEOTECHNICAL
ENVIRONMENTAL
WATER RESOURCES
CONSTRUCTION SERVICES

PREFERRED CLIENT FEE SCHEDULE

Effective April 2013

PROFESSIONAL SERVICES

President	\$270.00 per hour
Principal Engineer/Geologist.....	\$230.00 per hour
Associate Engineer/Geologist.....	\$210.00 per hour
Senior Engineer/Geologist.....	\$185.00 per hour
Project Engineer/Geologist/Manager.....	\$165.00 per hour
Environmental Scientist.....	\$165.00 per hour
Staff Engineer/Geologist.....	\$145.00 per hour
Assistant Engineer.....	\$120.00 per hour
Sr. Engineering Services Representative	\$130.00 per hour
Construction Services Manager.....	\$140.00 per hour
Senior Field Representative II	\$130.00 per hour**/**
Senior Field Representative I	\$115.00 per hour**/**
Field Representative.....	\$110.00 per hour**/**
Laboratory Technician.....	\$110.00 per hour*
Network Administrator.....	\$150.00 per hour
CAD Specialist.....	\$120.00 per hour
Project Assistant.....	\$100.00 per hour

- * Two-hour minimum portal to portal. Travel time, pick-up and delivery will be billed based on normal hourly rates, portal to portal.
- * **OVERTIME RATES:** Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.
- ** For Prevailing Wage projects, increase the hourly rate by \$15.
- ** Rates increased by factor of 1.25 for night shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates increased by factor of 1.875 (an additional factor of 1.5) for all night shift hours in excess of eight (8).

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment Rental Cost plus 20%
- Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge). \$1,600.00 half day/\$3,200.00 full day

TERMS

Invoices will be submitted at completion of work or at approximately four-week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Many risks potentially affect ENGEO by virtue of entering into this agreement to perform services on behalf of client. A principal risk is the potential for human error by ENGEO. For client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability, client agrees to limit ENGEO's liability to Client and all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability will not exceed \$50,000 (or twice ENGEO's fee, whichever is greater, but not more than \$1,000,000) for professional acts, errors, or omissions, including attorney's fees and costs that may be awarded to the prevailing party and client agrees to indemnify and hold harmless ENGEO from and against all liabilities in excess of the monetary limit established above.

EQUIPMENT AND MATERIALS CHARGES

DESCRIPTION	COST PER UNIT (\$)	UNIT
Air Content Meter	7.00	hour
All-Terrain Vehicle (Mule)	25.00	hour
Bailers (Disposable)	8.00	each
Camera - Video	10.00	hour
Concrete Crack Monitor	20.00	each
Coring Machine	25.00	hour
Electronic Water Level Indicator	5.00	hour
Engineering Analysis Software	25.00	hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Percussion Penetrometer)	50.00	hour
Floor Flatness/Floor Level Equipment	20.00	hour
Generator	15.00	hour
GPS Hand Held (Garmin)	5.00	hour
GPS Survey Grade (Trimble)	90.00	hour
Hand Auger and Soil Sampler	15.00	hour
Hydraulic Pull-Test Equipment	15.00	hour
Interface Probe	2.00	hour
Magnetic Particle Test Equipment	8.00	hour
Moisture Content Test Equipment	6.00	hour
Multi-Parameter Water Meter	15.00	hour
pH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	15.00	hour
R Meter (Pachometer)	15.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Skidmore Wilhelm Bolt Tension Calib.	10.00	hour
Slope Inclinometer/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	12.00	hour
Transfer Pump	3.00	hour
Ultrasonic Equipment	25.00	hour
Vapor Emission Test Kit	25.00	kit
Vector Conversion	60.00	conversion
Vehicle, mileage, nuclear gauge, misc. equipment, wireless communication	20.00	hour
Vehicle, mileage, misc. equipment, wireless communication	11.00	hour
Water Sampling Pumps	20.00	hour
Bridge Toll	actual	actual
Mileage	.78	mile
Parking	actual	actual
Trailer	15.00	hour
AutoCAD, Terramodel (Hardware & Software)	18.00	hour
Photocopies Black & White	0.25	each
Photocopies Color 11 x 17	1.50	each
Photocopies Color 8½ x 11	1.00	each
Plot - Black & White	3.00	square foot
Plot - Color	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute



Expect Excellence

GEOTECHNICAL
ENVIRONMENTAL
WATER RESOURCES
CONSTRUCTION SERVICES

SUMMARY OF LABORATORY FEES

Effective April 2013

SOIL AND ROCK

826B	#200 Wash, ASTM D1140, C117.....	\$83
880	Caltrans Compaction Curve, CT216.....	\$250
910	Clay Lumps and Friable Particles, ASTM C142.....	\$100
913	Cleanness Value, CT227 each.....	\$125
965	Collapse Test, ASTM D5333.....	\$250
831B	Compaction Point.....	\$155
831	Compaction, ASTM 1557 (A - D).....	\$310
831C	Compaction, ASTM-1557 (A-D) or ASTM-D698 with Correction.....	\$375
831M	Compaction, ASTM 1557 (A - D), Same Day Results.....	\$470
831N	Compaction, ASTM-1557 or ASTM-D698, Same Day with Correction.....	\$550
831V	Compaction, ASTM D4253, Vibratory Table.....	\$250
822	Consolidation – Incremental Loading ASTM D2435.....	\$375
823	Consolidation, Rebound – Reload.....	\$35
841	Consol-Cont. Loading (p-e, Cv & Cc plots).....	\$425
845	Direct Shear – CD, Residual (per 3 points) ASTM D3080.....	\$1,020
820A	Direct Shear – CD, Slow Additional Cycles (each) ASTM D3080.....	\$103
820B	Direct Shear – CD, (per 2 points) ASTM D3080.....	\$391
820C	Direct Shear – CD, (per 3 points) ASTM D3080.....	\$587
820D	Direct Shear – CD, (per 4 points) ASTM D3080.....	\$783
821A	Direct Shear – UU, Quick (per 2 points) ASTM D3080.....	\$248
821B	Direct Shear – UU, Quick (per 3 points) ASTM D3080.....	\$372
821C	Direct Shear – UU, Quick (per 4 points) ASTM D3080.....	\$496
890	Durability Index, CT229.....	\$206
832	Expansion Index.....	\$235
899	Laboratory Miniature Vane Shear, ASTM D4648.....	\$65
897	Lime-Treated R-Value, CT301.....	\$425
840	Liquid Limit ASTM D4318.....	\$103
816	Moisture Content & Unit Weight, ASTM D7263.....	\$52
817	Moisture Content & Unit Weight of Soil.....	\$62
814	Moisture Only, ASTM D2216.....	\$30
959	Organic Content of Soil ASTM D2974.....	\$103
909	Organic Impurities, ASTM C40.....	\$52
912	Percent Crushed Particles, CT205.....	\$125
911	Percent Flat or Elongated Particles, CRD C119.....	\$120
898	Percent Lime for Stabilization ASTM D6276.....	\$155
804	Permeability, Falling Head or Constant Head, ASTM D5084, D2434, CT220.....	\$380
887	pH, ASTM D4972.....	\$52
847	Plastic Limit, ASTM D4318.....	\$120
819	Plasticity Index ASTM D4318.....	\$180
810	Relative Density.....	\$258
851	Rock Core Unconfined Compressive Strength, ASTM D7012.....	\$180
829	R-Value, ASTM 2844, CT301.....	\$400
828	Sand Equivalent, CT217.....	\$155
826A	Sieve, ASTM D422.....	\$90
826C	Sieve & #200 Wash, ASTM D422, C136, CT202.....	\$130
826D	Sieve & Hydrometer ASTM D422.....	\$220
853	Special Testing (per hr.).....	\$110
825	Specific Gravity, ASTM C127 or C128 or D854.....	\$103
866	Specimen Remolding and/or Lab Mixing (per test).....	\$103
907	Sulfate Soundness, CT 214, ASTM C88.....	\$129
811	Sulfate Testing in Soils CTM 417.....	\$60
849	Swell Test A, ASTM D4546.....	\$258

SUMMARY OF LABORATORY FEES (Continued)

850	Swell Test B, ASTM D4546	\$180
835	Triaxial Compression – CD (per point) ACOE	\$625
834A	Triaxial Compression – CU (two points) ASTM D4767 ACOE	\$928
834B	Triaxial Compression – CU (three points) ASTM D4767 ACOE	\$1,392
834C	Triaxial Compression – CU (four points) ASTM D4767 ACOE	\$1,856
833	Triaxial Compression – UU (per point) ASTM D2850 ACOE	\$175
833A	Triaxial Compression – Back Pressure Saturating Triaxial UUs	\$95
991	TSI 8530 Dust Monitor, per day	\$150
992	TSI 8530 Dust Monitor, per week.....	\$400
993	TSI 8530 Dust Monitor, per month.....	\$1,200
830	UBC Swell Index ASTM D1883	\$258
818	Unconfined Compression, ASTM D2166	\$103
818A	Unconfined Compression, Lime-Treated Soil ASTM D5102, CTM 373	\$325

CONCRETE

922	Absorption (ASTM C642)	\$450
901	Compression Test, Cores, ASTM C42.....	\$65
932	Compression Test, per 6” x 12” cylinder, ASTM C39.....	\$31
933	Compression Test, per 4” x 8” cylinder	\$25
927	Compression, Shotcrete Panel, (4 Cores/Panel) ASTM C42	\$335
902	Core Trimming, In Laboratory	\$50
903	Flexure Test. 6”x6” beams, ASTM C78.....	\$108
906	Laboratory Trial Batch, ASTM C192, Including Test Cylinders.....	\$567
908	Length Change (3 bars, 4 readings, up to 90 days), ASTM C157mod	\$412
915	Modulus of Rupture (ASTM C78/C1609).....	\$258
905	Slab Moisture Determination Test Kit	\$26
900	Unit Weight of Lightweight Concrete Cylinders.....	\$45

CONCRETE BLOCK

916	Compression, ASTM C140.....	\$77
918	Compression, Cores, ASTM C42	\$52
914	Moisture Content as Received, Absorption	\$77
917	Shrinkage, Modified British, ASTM C426.....	\$150

MASONRY PRISMS

919	Compression Test, Grouted Prisms, ASTM C1314	\$155
921	Masonry Core Shear Test (CBC Title 24, 2105A.4)	\$88
920	Trimming Grouted Prisms.....	\$41

MORTAR & GROUT

925	Compression Test 2” Mortar Cubes, ASTM C109.....	\$31
924	Compression, Grout Prisms, ASTM C39	\$36
923	Compression, Mortar Cylinder, ASTM C39	\$31

ASPHALTIC CONCRETE

801	AC Correction Factor	\$350
807	AC Maximum Density, D1188, CT308.....	\$260
809	AC Maximum Theoretical Unit Weight ASTM D2041, CTM 309	\$206
960	Air Voids Content.....	\$50
946	Asphalt Core Density, ASTM D1188	\$77
964	Dust Proportion (LP-4).....	\$50
853C	Extraction by Centrifuge ASTM 2172.....	\$175
853B	Extraction by Ignition Oven, CT382.....	\$175
963	Fine Aggregate Angularity Percentage	\$103
805	Stability Test, CT366.....	\$150
962	Void Filled With Asphalt (LP-3).....	\$50
961	Voids in Mineral Aggregate (LP-2).....	\$50

SUMMARY OF LABORATORY FEES (Continued)

REINFORCING STEEL (ASTM A615/A706)

973	Bend Test up to #8	\$48
974	Bend Test over #9	\$78
975	Rebar Coupler Tensile/Slip up to #11	\$102
976	Rebar Coupler Tensile/Slip #14	\$180
970	Tensile Tests up to #8	\$66
971	Tensile Tests #9 to #11	\$108
972	Tensile Tests #14	\$240

HIGH STRENGTH BOLT TESTS

980	Bolt Proof and Ultimate Load	\$108
981	Nut Proof Load	\$66
982	Hardness (bolts, nuts, washers, each)	\$42

FIREPROOFING

999	Oven Dry Density, Fireproofing, per sample	\$65
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STORAGE

990	Sample Storage after 30 days, per week	\$30
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The above fees are reviewed annually and are subject to change. Additional tests available upon request.

Prices exclude field collection and transportation to laboratory.

Supplemental fees for laboratory preparation of specimens are charged on an hourly basis.

Testing fees listed reflect normal business hours required to perform the test. Samples requiring premium handling (weekend, overnight, etc.) will incur additional hourly personnel charges in accordance with the Laboratory Technician Rate presented on our Fee Schedule.

Our Laboratories are accredited by CCRL, AASHTO, Caltrans, and the US Army Corps of Engineers.

CONSULTANT: ENGEO, INC.

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Retainer Agreement for Materials Testing and Inspection Services ("Agreement") dated July 9, 2013, between the City of Turlock ("City") and ENGEO, Inc. ("Consultant").

WHEREAS, upon execution, this Service Request shall be considered a part of the Agreement; and

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific materials testing and inspection services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

1. City agrees to compensate Consultant for the required work in accordance with the terms of payment stipulated in the Agreement and this addendum. An itemized list of tasks and a detailed cost for the completion of the required work is attached hereto as Exhibit A to this Service Request No. _____. The cost for completion of the items of work shall not exceed _____ and no/100^{ths} Dollars (\$ _____).
2. All work associated with this Service Request shall conform to the requirements of the Agreement and this addendum and shall be completed to the satisfaction of City within one (1) month of the Notice to Proceed.
3. Except as herein modified, all terms and conditions in the Agreement remain unchanged and are in full force and effect.

CITY OF TURLOCK, a municipal corporation

ENGEO, INC.

By: _____
Michael G. Pitcock, P.E., Director of
Development Services / City Engineer

By: _____

Title: _____

Date: _____

Address: _____

Phone: _____



RETAINER AGREEMENT
For Special Services
between
the CITY OF TURLOCK
and
KLEINFELDER WEST, INC.
for
MATERIALS TESTING AND INSPECTION SERVICES
City Project No. 13-31

THIS AGREEMENT is made this 9th day of July, 2013, by and between the CITY OF TURLOCK, a municipal corporation of the State of California hereinafter referred to as "CITY" and KLEINFELDER WEST, INC., a private corporation, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, CITY has a need for professional materials testing and inspection services; and

WHEREAS, CONSULTANT has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF WORK: The Services to be provided by CONSULTANT shall be delineated by the City Engineer in one or more written Service Requests submitted to CONSULTANT during the term of this Agreement. These Service Requests shall be numbered consecutively and attached to and controlled by the terms of this Agreement. Each such Service Request shall set forth the exact Services to be performed by CONSULTANT and the total compensation due CONSULTANT for such Services. CONSULTANT must sign and return these Service Requests before undertaking the services described therein. CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications set forth in each Service Request and herein. CONSULTANT shall provide Services that are acceptable to CITY.

2. PERSONNEL AND EQUIPMENT: CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT shall reasonably require to accomplish said Services.

3. SAFETY REQUIREMENT: All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A, attached hereto, as full remuneration for performing all Services and furnishing all staffing and materials called for and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed One Hundred Thousand and no/100ths Dollars (\$100,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: CONSULTANT shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

(3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONSULTANT within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.

(4) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONSULTANT within five (5) working days of dispute settlement.

(5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect beginning July 1, 2013, and ending June 30, 2015, subject to CITY's availability of funds.

6. INSURANCE: CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 and CG 20

37, or their equivalent), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONSULTANT shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (CG 20 10 and CG 20 37), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONSULTANT's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that

reduces or restricts the insurance coverage afforded to CITY under any of the required insurance coverages, the insurer, broker/producer, or CONSULTANT shall provide CITY with thirty (30) days' prior written notice of such action.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(f) Verification of Coverage: CONSULTANT shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT'S obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(g) Waiver of Subrogation: With the exception of professional liability, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by CONSULTANT, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) Subcontractors: CONSULTANT shall be responsible for the services of all subcontractors employed in conjunction with work performed under this Agreement. CONSULTANT shall include subcontractors as insureds under the 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.

7. INDEMNIFICATION: CONSULTANT shall hold harmless, defend, and indemnify CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of CITY.

8. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONSULTANT, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period that service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONSULTANT.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONSULTANT or CONSULTANT'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONSULTANT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONSULTANT'S personnel.

As an independent contractor, 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.

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall continue to work on the current Service Request through the date of termination. CITY shall pay CONSULTANT for all work performed through the date of termination.

10. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of

this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or theft.

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONSULTANT all or any part of the payments set forth in this Agreement on the date due, at its option CONSULTANT may terminate this Agreement if the failure is not remedied within thirty (30) days after CONSULTANT notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of CONSULTANT'S Tax Status. If CITY determines that CONSULTANT does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to CONSULTANT. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by CONSULTANT in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

12. NONDISCRIMINATION: In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or national origin. CONSULTANT shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall also comply with the

requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

13. TIME: Time is of the essence in this Agreement.

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best, current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

16. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

17. NEWS AND INFORMATION RELEASE: CONSULTANT agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

18. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be

required to perform any such additional services.

20. **PATENT/COPYRIGHT MATERIALS:** Unless otherwise expressly provided in the contract, CONSULTANT shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT shall furnish a warranty of such right to use to CITY at the request of CITY.

21. **CERTIFIED PAYROLL REQUIREMENT:** For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

22. **PARTIAL INVALIDITY:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. **WAIVER:** The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

24. **AUDIT:** CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONSULTANT'S charges to CITY under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

25. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the State of California.

26. **HEADINGS NOT CONTROLLING:** Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

27. **COMPLIANCE WITH LAWS:** CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

28. **CITY BUSINESS LICENSE:** CONSULTANT will have a City of Turlock business license.

29. **ASSIGNMENT:** This Agreement is binding upon CITY and CONSULTANT and their successors. Except as otherwise provided herein, neither CITY nor CONSULTANT shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

30. **RECORD INSPECTION AND AUDIT:** CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this

Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

31. **EXCLUSIVE USE:** Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of CITY.

32. **EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE:** CONSULTANT shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

33. **NOTICE:** Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

for CONSULTANT: KLEINFELDER WEST, INC.
ATTENTION: STEVEN DAVIS, P.G./C.E.G.
1224 6TH STREET
MODESTO, CA 95354
PHONE: (209) 577-4333

for CITY: CITY OF TURLOCK
ATTENTION: MICHAEL G. PITCOCK, P.E.
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4430
FAX: (209) 668-5563

34. **OTHER SOURCES:** CITY reserves the right to obtain professional materials testing and inspection services from other sources. CONSULTANT may also retain or subcontract for the services of other necessary individuals or firms with the approval of CITY. Payment for such services shall be the responsibility of CONSULTANT.

35. **EXTENSION OF AGREEMENT:** CITY may elect to extend this Agreement for two (2) additional one-year terms, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONSULTANT will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONSULTANT's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

36. **USE OF CITY PROJECT NUMBER:** CONSULTANT agrees to use the

aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that are related to the project. Nothing in this section shall preclude CONSULTANT from using their own project numbers for their own internal use.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

CITY OF TURLOCK, a municipal corporation

KLEINFELDER WEST, INC.

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

By: _____
Michael G. Pitcock, P.E., Director of
Development Services/City Engineer

Federal Tax ID _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT A

**KLEINFELDER
MODESTO FEE SCHEDULE
GEOTECHNICAL AND MATERIALS
TESTING SERVICES**

**2013 STAFF RATES
PREVAILING WAGE – CITY OF TURLOCK**

Principal Professional.....	\$ 235 / hour
Senior Professional.....	\$ 200 / hour
Project Professional.....	\$ 160 / hour
Staff Professional II.....	\$ 145 / hour
Staff Professional I.....	\$ 135 / hour
Project Manager.....	\$ 140 / hour
Draftsman/CADD Operator	\$ 98 / hour
Technician for Onsite Masonry, Shotcrete & NDT Welding.....	\$ 101 / hour
Technician for Onsite Welding (Non NDT).....	\$ 98 / hour
Technician for Onsite Soils and Asphalt.....	\$ 93 / hour
Technician for Concrete Flatness Testing (Includes Equipment).....	\$ 160 / hour
Technician for Other Onsite Services (Concrete, Bolts, Epoxy, etc.).....	\$ 89 / hour
Technician for Offsite NDT Welding.....	\$ 94 / hour
Technician for Offsite Welding (Non NDT)	\$ 88 / hour
Technician for Other Offsite Services and Travel (Non-prevailing Wage)	\$ 80 / hour
Administrative	\$ 70 / hour

BASIS OF CHARGES

1. Listed on the attached page are typical prices for services most frequently performed by Kleinfelder. Prices for other services, including special quotes for volume work, will be given upon request, but will be subject to the terms set forth below.
2. Invoices will be issued on a monthly basis, or upon completion of a project, whichever is sooner. The net amount of invoices is payable on presentation of the invoice. If not paid within 30 days after the date of the invoice, the unpaid balance shall be subject to a FINANCE CHARGE of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%.
3. A two-hour minimum charge per visit will be made for all field services, with one hour increments thereafter. Hours in excess of eight hours per day will be charged as overtime in ½ hour increments.
4. A one-half hour minimum charge per day will be made for any office service.
5. Time worked in excess of 8 hours per day and weekend/holiday work will be charged at 1.5 times the hourly rate. Time worked in excess of 12 hours per day will be charged at 2 times the hourly rate. A surcharge of \$25.00 per hour will be added for night work (8:00pm to 5:00am).
6. Per diem will be charged at a rate of \$160 per day per person or expenses plus 20%, whichever is greater. Per diem may be charged for all projects in excess of 50 miles from the nearest Kleinfelder office.
7. Outside services will include a 20% markup, unless otherwise noted.
8. The proposed fee includes standard invoicing with time detail summary. Additional administrative time will be charged if invoice backup information (timesheets, daily field reports, certified payroll or work summaries) is requested.
9. Certified payroll for prevailing wage projects will be provided only if requested and will be subject to additional charges for administrative time for each pay period.
10. Kleinfelder carries Worker's Compensation Insurance (including Employer's Liability), Comprehensive General Liability and property damage insurance for its own equipment, and will furnish certificates upon request.
11. Kleinfelder routinely disposes of non-environmental and uncontaminated samples after submission of our final report and reserves the right to return environmental sample to client, at its expense, after submission of our final report.
12. Proper disposal or handling of soil boring cuttings, well development and purge waters, decontamination solutions, and other contaminated/potentially contaminated materials is the responsibility of the client. Upon request, Kleinfelder can provide containers for onsite containment and can advise the client regarding proper handling procedures.
13. The proposed rates will be in effect for 90 days from the proposal date, unless otherwise noted.
14. Kleinfelder reserves the right to adjust the fee schedule on projects not completed within 180 days from the contract signature date. For time and materials projects, any not to exceed amount will be similarly adjusted.

**KLEINFELDER 2013 FEE SCHEDULE FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES**

SOIL TESTS

SOIL DENSITY TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method</u> [†]	<u>Price</u>
Standard Proctor, 4" Mold	STANDARD PROCTOR, 4"	D698, T99	\$220.00 each
Standard Proctor, 6" Mold	STANDARD PROCTOR, 6"	D698, T99	\$245.00 each
Modified Proctor, 4" Mold	MODIFIED PROCTOR, 4"	D1557, T180	\$225.00 each
Modified Proctor, 6" Mold	MODIFIED PROCTOR, 6"	D1557, T180	\$252.00 each
Proctor Check Point	PROCTOR CHECK POINT	T272	\$145.00 each
Proctor Oversize Correction	PROCTOR CORR OVRSZ	D4718	\$82.00 each
Treated Soil Proctor	TREATED SOIL PROCTOR	D558	\$295.00 each
California Impact, CTM 216, Dry Method	CTM 216, DRY	CTM216	\$225.00 each
California Impact, CTM 216, Wet Method	CTM 216, WET	CTM216	\$195.00 each

SOIL CLASSIFICATION AND INDEX TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method</u> [†]	<u>Price</u>
Visual Classification	CLASSIFICATN, VISUAL	D2488	\$10.00 each
Sieve Analysis, % Finer than 200 Sieve	SIEVE ANALYSIS, -200	C117, D1140	\$90.00 each
Sieve Analysis, Fine	SIEVE ANALYSIS, F	C136, D422, D6913	\$130.00 each
Sieve Analysis, Coarse	SIEVE ANALYSIS, C	C136, D422, D6913	\$90.00 each
Sieve Analysis, Coarse and Fine	SIEVE ANALYSIS, C&F	C136, D422, D6913	\$158.00 each
Hydrometer Analysis	HYDROMETER ANALYSIS	D422	\$175.00 each
Water Content	WATER CONTENT	D2216, D4643	\$28.00 each
Water Content and Dry Unit Weight	WATER/DENSITY, SOIL	D2216, D2937, D7263	\$55.00 each
Atterberg Limits, Multiple Point	ATTERBERG, MULTI PT.	D4318-Method A	\$175.00 each
Atterberg Limits, Liquid Limit Only	LIQUID LIMIT ONLY	D4318	\$115.00 each
Soil Specific Gravity	SOIL SPEC. GRAV.	D854	\$147.00 each
Soil Organic Content	SOIL ORGANIC CONTENT	D2974-Method C	\$110.00 each
Soil pH	SOIL PH	D4972, G51	\$58.00 each
Soil Resistivity	SOIL RESISTIVITY	G187	\$168.00 each

SOIL BEARING PRESSURE TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method</u> [†]	<u>Price</u>
California Bearing Ratio, Single Point *	CBR, 1 POINT	D1883	\$370.00 each
California Bearing Ratio, 3 Points *	CBR, 3 POINTS	D1883	\$630.00 each
Resistance R-Value	R-VALUE	D2844	\$315.00 each
Resistance R-Value of Treated Material	R-VALUE, TREATED	D2844	\$370.00 each
Rock Correction for R-Value	R-VALUE, ROCK CORR.	D2844	\$85.00 each
CTM 373, 1 Lime Content, w/o Opt. Moist.	CTM 373, CHECK POINT	CTM373	\$176.00 each
CTM 373, 1 Lime Content	CTM 373, 1 LIME %	CTM373	\$370.00 each

*Note: Does not include Proctor Values

[†]Examples of common test methods. Other methods may exist.

**KLEINFELDER 2013 FEE SCHEDULE FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES**

SOIL TESTS (continued)

SOIL STRENGTH AND PERMEABILITY TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Unconfined Compressive Strength	UNCONFINED COMP STR.	D2166	\$142.00 each
Direct Shear, 1 Point	DIRECT SHEAR, 1 PT.	D3080	\$131.00 each
Consolidation without Time Rate Plots	CONSOL. W/O TR	D2435	\$350.00 each
Consolidation with 2 Time Rate Plots	CONSOL. W/2 TR	D2435	\$445.00 each
Expansion Index	EXPANSION INDEX	D4829	\$185.00 each
Permeability, Flexible Wall	PERMEABILITY, FLEX	D5084-Method C	\$375.00 each
Triaxial Shear, UU, 1 Point	TRIAx, UU, 1 POINT	D2850	\$210.00 each

AGGREGATE TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Clay Lumps and Friable Particles, per sz *	AG CLAY LUMP/FRIABLE	C142	\$105.00 each
Cleaness Value	AG CLEANNESS VALUE	CTM227	\$158.00 each
Coarse Durability	AG COARSE DURABILITY	D3744	\$168.00 each
Fine Durability	AG FINE DURABILITY	D3744	\$136.00 each
Coarse Specific Gravity & Absorption	AG COARSE SPG/ABSORP	C127	\$63.00 each
Fine Specific Gravity & Absorption	AG FINE SPG/ABSORP	C128	\$105.00 each
Flat and Elongated Particles, per size *	AG FLAT&ELONG/SIZE	D4791	\$79.00 each
Fractured Faces, per size *	AG FRACT. FACES/SIZE	D5821	\$158.00 each
Lightweight Pieces **	AG LIGHTWT. PIECES	C123	\$350.00 each
Los Angeles Abrasion, Large Aggregate	AG LA ABRASION, LG	C535	\$210.00 each
Los Angeles Abrasion, Small Aggregate	AG LA ABRASION, SM	C131	\$185.00 each
Organic Impurities	AG ORGANIC IMPURITIES	C40	\$63.00 each
Sand Equivalent, 3 points	AG SAND EQUIV., 3PT.	D2419	\$121.00 each
Soundness of Aggregate, per size *	AG SULFATE SOUND/SZ.	C88	\$147.00 each
Unit Weight	AG UNIT WEIGHT	C29	\$63.00 each

*Note: Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and specific test method.

**Note: Tests are billed by each size fraction tested, and the specific gravity of the test solution used (2.0 and/or 2.4). The quantity of fractions tested is dependent on the sample gradation.

CONCRETE TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Compression	CONCRETE COMPRESSION	C39	\$32.00 each
Core Compression	CONCRETE CORE COMP.	C42	\$69.00 each
Cylinder Unit Weight	CONC. CYL. UNIT WT.	C567	\$105.00 each
Drying Shrinkage, set of 3	CONC. DRY SHRINKAGE	C157	\$462.00 each
Flexural Strength	CONC. FLEX STRENGTH	C78	\$115.00 each
Splitting Tensile Strength	CONC. SPLIT. TENSILE	C496	\$85.00 each
Concrete Core Thickness	CONC. CORE THICKNESS	C174	\$10.00 each
Laboratory Trial Batch	CONCRETE TRIAL BATCH	C192	\$1,050.00 each
Cylinder Molds			\$5.00 each

[†]Examples of common test methods. Other methods may exist.

**KLEINFELDER 2013 FEE SCHEDULE FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES**

MASONRY TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Grout Compression	GROUT COMPRESSION	C1019	\$32.00 each
Mortar Compression	MORTAR COMPRESSION	C942	\$32.00 each
Core Shear	MASONRY CORE SHEAR	CA DSA	\$53.00 each
Prism Compression	MASONRY PRISM COMP.	C1314	\$115.00 each
CMU Absorption and Received Moisture	CMU ABSORP/MOIST.	C140	\$85.00 each
CMU Compression	CMU COMPRESSION	C140	\$105.00 each
CMU Dimension Verification	CMU DIMENSION VERIF.	C140	\$25.00 each
CMU Lineal Shrinkage	CMU LINEAL SHRINKAGE	C426	\$185.00 each
Breaking Load, Roof Tile		UBC 15-5	\$46.00 each
Grout or Mortar Mold			\$3.00 each

ASPHALT TESTS

MIX PROPERTY TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Gradation of Extracted Aggregate	AC AGGREGATE GRADATION	D5444	\$105.00 each
Core Thickness	AC CORE THICKNESS	D3549	\$10.00 each
AC Content by Extraction	AC EXTRACTION	D2172	\$210.00 each
Hveem Stability	AC HVEEM STABILITY	D1560	\$162.00 each
AC Content by Ignition Oven	AC IGNITION OVEN	D6307, T308	\$147.00 each
Ignition Oven Calibration	AC IGNT. OVEN CALIB.	D6307	\$315.00 each
Moisture Content	AC MOISTURE CONTENT		\$53.00 each
AC Content by Nuclear Gauge	AC NUC. CONT. GAUGE	D4125	\$210.00 each
Marshall Stability and Flow	AC STABILITY & FLOW	D6927	\$405.00 each
Core Unit Weight & Thickness	AC CORE WT./THICK.	D1188, D2726	\$53.00 each

DESIGN AND DENSITY TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Unit Weight, Hveem Method	AC UNIT WT., HVEEM	D1561	\$300.00 each
Unit Weight, Marshall Method	AC UNIT WT., MARSH.	D6926	\$315.00 each
Maximum Theoretical Specific Gravity	AC MAX THEO. SPG	D2041	\$156.00 each
Mix Design, Hveem Method	HVEEM MIX DESIGN		\$5,670.00 each
Mix Design, Marshall Method	MARSHALL MIX DESIGN		\$3,150.00 each

Note: A 25 percent surcharge will be applied to each rubberized asphalt test.

[†]*Examples of common test methods. Other methods may exist.*

**KLEINFELDER 2013 FEE SCHEDULE FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES**

METAL TESTS

BOLT TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Bolt Assembly Suite (Bolt, Nut, Washer) *	BOLT ASSEMBLY SUITE	F606	\$220.00 each
Bolt Hardness	BOLT HARDNESS	E18	\$26.00 each
Bolt Proof Load	BOLT PROOF LOAD	F606	\$53.00 each
Bolt Wedge Tensile	BOLT WEDGE TENSILE	F606	\$53.00 each
Nut Hardness	NUT HARDNESS	E18	\$26.00 each
Nut Proof Load	NUT PROOF LOAD	F606	\$63.00 each
Washer Hardness	WASHER HARDNESS	E18	\$26.00 each

**Note: An 'assembly' is one bolt, one nut and one washer. The suite consists of a bolt wedge tensile test, bolt and nut proof load tests, and hardness tests on all three pieces.*

STRUCTURAL METAL TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Bend	METAL, BEND	A370	\$42.00 each
Rebar Coupler Slippage	METAL, COUPLER SLIP	A370	\$137.00 each
Rebar Coupler Tensile	METAL, COUPLER TENS.	A370	\$84.00 each
PT Strand Tensile	METAL, PT TENSILE	A370	\$152.00 each
Spliced Specimen Tensile	METAL, SPLICE TENS.	A370	\$84.00 each
Tensile <2.0 Sq. In. Cross-Sect.	METAL, TENSILE <2"	A370	\$95.00 each
Tensile ≥2.0 Sq. In. Cross-Sect.	METAL, TENSILE >2"	A370	\$147.00 each
Rockwell Hardness	ROCKWELL HARDNESS	E18	\$53.00 each

**Note: Price does not include cost of machining test specimens. Price is for testing at 40 F; other test temperatures will result in additional fees.*

SAMPLE PREPARATION AND MISCELLANEOUS TESTS

SAMPLE PREPARATION

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Rock Sample Preparation	ROCK SAMPLE PREP.		\$84.00 each
Sample Crushing	SAMPLE CRUSHING		\$105.00 each
Sample Cutting and Trimming	SAMPLE CUT & TRIM		\$57.00 each
Sample Mixing and Processing	SAMPLE MIX&PROCESS		\$32.00 each
Sample Preparation	SAMPLE PREPARATION		\$26.00 each
Sample Preparation, per hour	SAMPLE PREP./HR.		\$95.00 hour
Sample Remolding	SAMPLE REMOLDING		\$79.00 each
Contamination Fee	CONTAMINATION FEE		\$265.00 each
Sample Disposal Fee	SAMPLE DISPOSAL FEE		\$15.00 each

[†]Examples of common test methods. Other methods may exist.

**KLEINFELDER 2013 FEE SCHEDULE FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES**

SAMPLE PREPARATION AND MISCELLANEOUS TESTS (continued)

MISCELLANEOUS TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Fireproofing Density	FIREPROOFING DENSITY	E605	\$53.00 each
Hydraulic Ram Calibration	HYDRAULIC RAM CALIB.		\$210.00 each
Non-Masonry Grout Compression	NON-MAS. GROUT COMP.	C579	\$32.00 each
Pocket Penetration Value	POCKET PENETRATION		\$10.00 each
Roof Tile Absorption	ROOF TILE ABSORPTION		\$105.00 each
Roofing, Unit Weight of Surfacing	ROOF UNIT WT. SURF.	D2829	\$105.00 each

OTHER EQUIPMENT CHARGES

MATERIALS TESTING EQUIPMENT

<u>Equipment</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Anchor Bolt Testing Device	ANCHOR BOLT TST/DAY		\$160.00 / day
Asphalt Sampling Box	ASPHLT SAMPLE BOXES		\$1.50 each
Brinell Hardness Tester	BRINELL HARDNESS/DAY	E10	\$25.00 /day
Concrete Rebound (Schmidt) Hammer	SCHMIDT HAMMER/DAY	C805	\$60.00 / day
Concrete Vapor Emission Test Kit	MOIST FLOOR/SLAB TST	F1869	\$30.00 / kit
Coring Machine	CORING MACHINE /DAY		\$95.00 /day
Coring Machine with Generator	CORING MCH W/GEN DAY		\$185.00 / day
Cylinder Mold	CYLINDER MOLDS		\$5.00 each
Diamond Bit Core Barrel Charge			
2" Diameter	CORING, 2" DIAM./IN		\$3.00 / inch
3" Diameter	CORING, 3" DIAM./IN		\$4.00 / inch
4" Diameter	CORING, 4" DIAM./IN		\$5.00 / inch
6" Diameter	CORING, 6" DIAM./IN		\$7.00 / inch
Digital Thickness Gauge	THICKNESS GAUGE /DAY		\$55.00 /day
FerroScan Equipment	FERROSCAN EQUIPMENT		\$290.00 /day
Floor Flatness Testing Device (Per Sq Ft)	FLOOR FLATNESS /SF	E1155	\$0.15 /sq ft
Floor Flatness Testing Device (Per Test)	FLOOR FLATNESS TST	E1155	\$175.00 / day
Hand Auger and Soil Sampler	HAND AUGER/DAY		\$75.00 /day
Magnetic Particle Testing Device	MAGNETIC PARTICLE	ASNT, AWS B1.1	\$50.00 /day
Nuclear Asphalt Content Gauge	NUC ASPHLT CON GAUGE		\$120.00 / day
Nuclear Soil Density/Moisture Gauge	NUCLEAR DENS GAUGE	D6938	\$85.00 / day
Nuclear Soil Density/Moisture Gauge	NUCLEAR DENSOMTR/TST	D6938	\$5.00 /test
Thin-Lift Nuclear Asphalt Density Gauge	THIN LFT ASPHT GG/DY		\$120.00 / day
Rebar Locator	REBAR LOCATOR/DAY		\$80.00 / day
Skidmore Bolt Tension Calibrator	SKID WILH BOLT/DAY	A325, A490	\$75.00 / day
Torque Wrench, up to 1,000 foot-pounds	TORQUE WRENCH/DAY	A325, A490	\$55.00 / day
Ultrasonic Testing Device	UT TESTING EQUIP/DAY	ASNT, AWS B1.1	\$85.00 /day

[†]Examples of common test methods. Other methods may exist.

**KLEINFELDER 2013 FEE SCHEDULE FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES**

OTHER EQUIPMENT CHARGES (continued)

VEHICLES	VEHICLES	VEHICLES
<u>Description</u>		
Mileage, 2 Wheel Drive (Per Mile)	MILEAGE, 2 WH/MILE	\$0.80 / mile
Mileage, 4 Wheel Drive (Per Mile)	MILEAGE, 4 WH/MILE	\$1.60 / mile
Vehicle, 2 Wheel Drive (Per Hour)	VEHICLE, 2 WHEEL/HR	\$10.00 / hour
Vehicle, 4 Wheel Drive (Per Hour)	VEHICLE, 4 WHEEL/HR	\$19.00 / hour
Vehicle w/Std Testing Equip (Per Hour)	VEH W/STD EQUIP/HR	\$19.00 / hour
Vehicle w/Nuclear Dens Equip (Per Hour)	VEH W/ND EQUIP/HR	\$25.00 / hour
Vehicle w/ Ultrasonic, Magnetic Particle Equip (Per Hour)	VEH W/UT EQUIP/HR	\$25.00 / hour
OFFICE EQUIPMENT	<u>Invoice Name</u>	<u>Price</u>
<u>Description</u>		
Microcomputer & Support Hardware (Per Hour)	MICROCOMPUTER / HR.	\$30.00 / hour
Personal Computer with Basic Software (Per Hour)	PERSONAL COMPUTER/HR	\$25.00 / hour
Reproduction (Per Page)	REPRODUCTION/PAGE	\$0.65 / page
Telephone (Per Minute)	TELEPHONE, PER MIN.	\$0.65 / min
Facsimile Copies (Per Page)	FAXES (PER PAGE)	\$3.00 / page
Report Surcharge (Per Copy)	REPORT (PER COPY)	\$44.00 / each
Bond Cost for CADD (Per Square Foot)	CADD – BOND	\$0.60 / sq ft
Mylar Cost for CADD (Per Square Foot)	CADD – MYLAR	\$3.50 / sq ft
Press Bond for CADD (Per Square Foot)	CADD – PRESS BOND	\$1.15 / sq ft
Vellum Cost for CADD (Per Square Foot)	CADD – VELLUM	\$1.75 / sq ft
CADD Workstation (Per Hour)	CADD WORKSTATION /HR	\$15.75 / hour

CONSULTANT: KLEINFELDER WEST, INC.

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Retainer Agreement for Materials Testing and Inspection Services ("Agreement") dated July 9, 2013, between the City of Turlock ("City") and Kleinfelder West, Inc. ("Consultant").

WHEREAS, upon execution, this Service Request shall be considered a part of the Agreement; and

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific materials testing and inspection services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

1. City agrees to compensate Consultant for the required work in accordance with the terms of payment stipulated in the Agreement and this addendum. An itemized list of tasks and a detailed cost for the completion of the required work is attached hereto as Exhibit A to this Service Request No. _____. The cost for completion of the items of work shall not exceed _____ and no/100^{ths} Dollars (\$_____).
2. All work associated with this Service Request shall conform to the requirements of the Agreement and this addendum and shall be completed to the satisfaction of City within one (1) month of the Notice to Proceed.
3. Except as herein modified, all terms and conditions in the Agreement remain unchanged and are in full force and effect.

CITY OF TURLOCK, a municipal corporation

KLEINFELDER WEST, INC.

By: _____
Michael G. Pitcock, P.E., Director of
Development Services / City Engineer

By: _____

Title: _____

Date: _____

Address: _____

Phone: _____



Council Synopsis

51

July 9, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services /City Engineer

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Retainer Agreement for Fiscal Years 2013-2015 in an amount not to exceed \$50,000 with Associated Right of Way Services, Inc., of Pleasant Hill, CA, for City Project No. 13-32, "RFQ for Property Appraisal Services Retainer Agreement"

Motion: Approving a Retainer Agreement for Fiscal Years 2013-2015 in an amount not to exceed \$50,000 with Bender Rosenthal, Inc., of Sacramento, CA, for City Project No. 13-32, "RFQ for Property Appraisal Services Retainer Agreement"

2. DISCUSSION OF ISSUE:

The City of Turlock has an occasional need for real estate appraisal services throughout the year. These professional real estate appraisal services require skills and certifications beyond that which the City of Turlock supplies or has the ability to provide. These services are often related to the purchase of property for future development or for right-of-way acquisition for capital improvements.

On May 28, 2013, staff received three proposals in response to the advertised RFQ. The proposals from Associated Right of Way Services, Inc. and Bender Rosenthal, Inc. met all of the RFQ requirements and are being recommended by staff for execution of a retainer agreement. Staff is recommending the selection of two firms, rather than a single firm, as this provides flexibility to staff and increased competition can result in better performance by both firms when working on service requests.

Staff is recommending an agreement in an amount not to exceed \$50,000 for each selected consultant, paid on a per project basis with the funds associated with that project. This amount is an estimate based on past costs and future needs but does not entitle the consultant any compensation if their services are not necessary.

3. BASIS FOR RECOMMENDATION:

- A) Per City Municipal Code, City Council approval of the Agreement is required prior to execution of the contract with the consultant.
- B) Staff will be able to call on a consultant for real estate appraisals of properties that the City has an interest in or requires a professional opinion of current market value without having to go through a separate, competitive advertising period for each project.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

- Goal(s):** b Address growth related issues (current and future)
v. Impact on current transportation system

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Not to exceed \$50,000 per agreement. The exact cost is project dependent and will be paid for with funds associated with that project. This amount is an estimate based on past costs and future needs but does not entitle the consultant any compensation if their services are not necessary. No General Fund monies will be used for this project, unless the project itself is paid for with General Funds.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- 1. Reject the award of both consultant agreements. Staff does not recommend this alternative due to the fact that professional real estate appraisals are necessary for many projects that the City has an interest in and having multiple retainer agreements provides increased competition and accountability for each of the selected firms.
- 2. Reject the award of one consultant agreement, while approving an agreement with the other consultant. Staff does not recommend this alternative because the selected consultant may be unavailable at times due to various reasons, which could cause delays and affect project delivery.



RETAINER AGREEMENT
For Special Services
between
the CITY OF TURLOCK
and
ASSOCIATED RIGHT OF WAY SERVICES, INC.
for
PROPERTY APPRAISAL SERVICES
City Project No. 13-32

THIS AGREEMENT is made this 9th day of July, 2013, by and between the CITY OF TURLOCK, a municipal corporation of the State of California hereinafter referred to as "CITY" and ASSOCIATED RIGHT OF WAY SERVICES, INC., a private corporation, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, CITY has a need for professional appraisal services; and

WHEREAS, CONSULTANT has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF WORK:** The Services to be provided by CONSULTANT shall be delineated by the City Engineer in one or more written Service Requests submitted to CONSULTANT during the term of this Agreement. These Service Requests shall be numbered consecutively and attached to and controlled by the terms of this Agreement. Each such Service Request shall set forth the exact Services to be performed by CONSULTANT and the total compensation due CONSULTANT for such Services. CONSULTANT must sign and return these Service Requests before undertaking the services described therein. CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications set forth in each Service Request and herein. CONSULTANT shall provide Services that are acceptable to CITY.

2. **PERSONNEL AND EQUIPMENT:** CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT shall reasonably require to accomplish said Services.

3. **SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

OK for Agreement
[Signature]
1

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A, attached hereto, as full remuneration for performing all Services and furnishing all staffing and materials called for and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Fifty Thousand and no/100ths Dollars (\$50,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: CONSULTANT shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

(3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONSULTANT within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.

(4) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONSULTANT within five (5) working days of dispute settlement.

(5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect beginning July 9, 2013, and ending June 30, 2015, subject to CITY's availability of funds.

6. INSURANCE: CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage

(occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 and CG 20 37, or their equivalent), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONSULTANT shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (CG 20 10 and CG 20 37), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONSULTANT's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under any of the required insurance coverages, the insurer, broker/producer, or CONSULTANT shall provide CITY with thirty (30) days' prior written notice of such action.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(f) Verification of Coverage: CONSULTANT shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT'S obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(g) Waiver of Subrogation: With the exception of professional liability, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by CONSULTANT, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) Subcontractors: CONSULTANT shall be responsible for the services of all subcontractors employed in conjunction with work performed under this Agreement. CONSULTANT shall include subcontractors as insureds under the 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.

7. INDEMNIFICATION: CONSULTANT shall hold harmless, defend, and indemnify CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of CITY.

8. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONSULTANT, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period that service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONSULTANT.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONSULTANT or CONSULTANT'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONSULTANT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONSULTANT'S personnel.

As an independent contractor, 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.

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall continue to work on the current Service Request through the date of termination. CITY shall pay CONSULTANT for all work performed through the date of termination.

10. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The termination

date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or theft.

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONSULTANT all or any part of the payments set forth in this Agreement on the date due, at its option CONSULTANT may terminate this Agreement if the failure is not remedied within thirty (30) days after CONSULTANT notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of CONSULTANT'S Tax Status. If CITY determines that CONSULTANT does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to CONSULTANT. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by CONSULTANT in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

12. NONDISCRIMINATION: In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONSULTANT shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and

selection for training, including apprenticeship. CONSULTANT shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

13. TIME: Time is of the essence in this Agreement.

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best, current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

16. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

17. NEWS AND INFORMATION RELEASE: CONSULTANT agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

18. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges

CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be required to perform any such additional services.

20. **PATENT/COPYRIGHT MATERIALS:** Unless otherwise expressly provided in the contract, CONSULTANT shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT shall furnish a warranty of such right to use to CITY at the request of CITY.

21. **CERTIFIED PAYROLL REQUIREMENT:** For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

22. **PARTIAL INVALIDITY:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. **WAIVER:** The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

24. **AUDIT:** CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONSULTANT'S charges to CITY under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

25. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the State of California.

26. **HEADINGS NOT CONTROLLING:** Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

27. **COMPLIANCE WITH LAWS:** CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

28. **CITY BUSINESS LICENSE:** CONSULTANT will have a City of Turlock business license.

29. **ASSIGNMENT:** This Agreement is binding upon CITY and CONSULTANT and their successors. Except as otherwise provided herein, neither CITY nor CONSULTANT shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

30. **RECORD INSPECTION AND AUDIT:** CONSULTANT shall maintain adequate

records to permit inspection and audit of CONSULTANT's time and material charges under this Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

31. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of CITY.

32. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: CONSULTANT shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

33. NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

for CONSULTANT: ASSOCIATED RIGHT OF WAY SERVICES, INC.
ATTENTION: LARRY CASTELLANOS, SR/WA
2300 CONTRA COSTA BLVD., SUITE 525
PLEASANT HILL, CA 94523
PHONE: (925) 691-8500
FAX: (925) 691-6505

for CITY: CITY OF TURLOCK
ATTENTION: MICHAEL G. PITCOCK, P.E.
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4430
FAX: (209) 668-5563

34. OTHER SOURCES: CITY reserves the right to obtain professional appraisal services from other sources. CONSULTANT may also retain or subcontract for the services of other necessary individuals or firms with the approval of CITY. Payment for such services shall be the responsibility of CONSULTANT.

35. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for two (2) additional one-year terms, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONSULTANT will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONSULTANT's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

36. USE OF CITY PROJECT NUMBER: CONSULTANT agrees to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that are related to the project. Nothing in this section shall preclude CONSULTANT from using their own project numbers for their own internal use.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

CITY OF TURLOCK, a municipal corporation

ASSOCIATED RIGHT OF WAY SERVICES, INC.

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

By: _____
Michael G. Pitcock, P.E., Director of Development Services/City Engineer

Federal Tax ID _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT A

**AR/WS FEE SCHEDULE
2013**

SERVICE	HOURLY RATE
Principal Consultant	\$200.00
Managing Consultant	\$185.00
Consultant I	\$150.00
Consultant II	\$130.00
Consultant III	\$115.00
Right of Way Technician	\$80.00
Administrative Support	\$65.00
Appraisal Reports	Lump Sum
Appraisal Services (Hourly)	\$200.00
Subcontractors	Cost + 10%
Depositions, Court Appearances, Arbitrations / Mediations, Hearings, and Testimony (including preparation)	\$275.00

Fees include direct and indirect expenses and profit

SERVICE REQUEST NO. ____-____

CONSULTANT: ASSOCIATED RIGHT OF WAY SERVICES, INC.

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Retainer Agreement for Appraisal Services ("Agreement") dated July 9, 2013, between the City of Turlock ("City") and Associated Right of Way Services, Inc. ("Consultant").

WHEREAS, upon execution, this Service Request shall be considered a part of the Agreement; and

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific appraisal services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

1. City agrees to compensate Consultant for the required work in accordance with the terms of payment stipulated in the Agreement and this addendum. An itemized list of tasks and a detailed cost for the completion of the required work is attached hereto as Exhibit A to this Service Request No. _____. The cost for completion of the items of work shall not exceed _____ and no/100ths Dollars (\$_____).
2. All work associated with this Service Request shall conform to the requirements of the Agreement and this addendum and shall be completed to the satisfaction of City within one (1) month of the Notice to Proceed.
3. Except as herein modified, all terms and conditions in the Agreement remain unchanged and are in full force and effect.

CITY OF TURLOCK, a municipal corporation

ASSOCIATED RIGHT OF WAY SERVICES, INC.

By: _____
Michael G. Pitcock, P.E., Director of
Development Services / City Engineer

By: _____

Title: _____

Date: _____

Address: _____

Phone: _____



RETAINER AGREEMENT
For Special Services
between
the CITY OF TURLOCK
and
BENDER ROSENTHAL, INC.
for
PROPERTY APPRAISAL SERVICES
City Project No. 13-32

THIS AGREEMENT is made this 9th day of July, 2013, by and between the CITY OF TURLOCK, a municipal corporation of the State of California hereinafter referred to as "CITY" and BENDER ROSENTHAL, INC., a private corporation, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, CITY has a need for professional appraisal services; and

WHEREAS, CONSULTANT has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF WORK: The Services to be provided by CONSULTANT shall be delineated by the City Engineer in one or more written Service Requests submitted to CONSULTANT during the term of this Agreement. These Service Requests shall be numbered consecutively and attached to and controlled by the terms of this Agreement. Each such Service Request shall set forth the exact Services to be performed by CONSULTANT and the total compensation due CONSULTANT for such Services. CONSULTANT must sign and return these Service Requests before undertaking the services described therein. CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications set forth in each Service Request and herein. CONSULTANT shall provide Services that are acceptable to CITY.

2. PERSONNEL AND EQUIPMENT: CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT shall reasonably require to accomplish said Services.

3. SAFETY REQUIREMENT: All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A, attached hereto, as full remuneration for performing all Services and furnishing all staffing and materials called for and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Fifty Thousand and no/100ths Dollars (\$50,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: CONSULTANT shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

(3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONSULTANT within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.

(4) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONSULTANT within five (5) working days of dispute settlement.

(5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect beginning July 9, 2013, and ending June 30, 2015, subject to CITY's availability of funds.

6. INSURANCE: CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 and CG 20

37, or their equivalent), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONSULTANT shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (CG 20 10 and CG 20 37), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONSULTANT's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that

reduces or restricts the insurance coverage afforded to CITY under any of the required insurance coverages, the insurer, broker/producer, or CONSULTANT shall provide CITY with thirty (30) days' prior written notice of such action.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(f) Verification of Coverage: CONSULTANT shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT'S obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(g) Waiver of Subrogation: With the exception of professional liability, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by CONSULTANT, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) Subcontractors: CONSULTANT shall be responsible for the services of all subcontractors employed in conjunction with work performed under this Agreement. CONSULTANT shall include subcontractors as insureds under the 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.

7. INDEMNIFICATION: CONSULTANT shall hold harmless, defend, and indemnify CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of CITY.

8. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONSULTANT, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period that service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONSULTANT.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONSULTANT or CONSULTANT'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONSULTANT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONSULTANT'S personnel.

As an independent contractor, 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.

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall continue to work on the current Service Request through the date of termination. CITY shall pay CONSULTANT for all work performed through the date of termination.

10. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of

this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or theft.

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONSULTANT all or any part of the payments set forth in this Agreement on the date due, at its option CONSULTANT may terminate this Agreement if the failure is not remedied within thirty (30) days after CONSULTANT notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of CONSULTANT'S Tax Status. If CITY determines that CONSULTANT does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to CONSULTANT. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by CONSULTANT in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

12. NONDISCRIMINATION: In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or national origin. CONSULTANT shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall also comply with the

requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

13. TIME: Time is of the essence in this Agreement.

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best, current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

16. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

17. NEWS AND INFORMATION RELEASE: CONSULTANT agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

18. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be

required to perform any such additional services.

20. **PATENT/COPYRIGHT MATERIALS:** Unless otherwise expressly provided in the contract, CONSULTANT shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT shall furnish a warranty of such right to use to CITY at the request of CITY.

21. **CERTIFIED PAYROLL REQUIREMENT:** For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

22. **PARTIAL INVALIDITY:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. **WAIVER:** The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

24. **AUDIT:** CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONSULTANT'S charges to CITY under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

25. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the State of California.

26. **HEADINGS NOT CONTROLLING:** Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

27. **COMPLIANCE WITH LAWS:** CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

28. **CITY BUSINESS LICENSE:** CONSULTANT will have a City of Turlock business license.

29. **ASSIGNMENT:** This Agreement is binding upon CITY and CONSULTANT and their successors. Except as otherwise provided herein, neither CITY nor CONSULTANT shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

30. **RECORD INSPECTION AND AUDIT:** CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this

Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

31. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of CITY.

32. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: CONSULTANT shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

33. NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

for CONSULTANT: BENDER ROSENTHAL, INC.
ATTENTION: DAVID B. WRAA, MAI
4400 AUBURN BLVD., SUITE 102
SACRAMENTO, CA 95841
PHONE: (916) 978-4900
FAX: (916) 978-4904

for CITY: CITY OF TURLOCK
ATTENTION: MICHAEL G. PITCOCK, P.E.
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4430
FAX: (209) 668-5563

34. OTHER SOURCES: CITY reserves the right to obtain professional appraisal services from other sources. CONSULTANT may also retain or subcontract for the services of other necessary individuals or firms with the approval of CITY. Payment for such services shall be the responsibility of CONSULTANT.

35. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for two (2) additional one-year terms, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONSULTANT will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONSULTANT's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

36. USE OF CITY PROJECT NUMBER: CONSULTANT agrees to use the

aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that are related to the project. Nothing in this section shall preclude CONSULTANT from using their own project numbers for their own internal use.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

CITY OF TURLOCK, a municipal corporation

BENDER ROSENTHAL, INC.

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

By: _____
Michael G. Pitcock, P.E., Director of
Development Services/City Engineer

Federal Tax ID _____

Date: _____

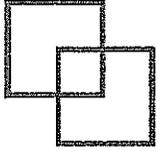
APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT A



**BENDER
ROSENTHAL, INC.**

COMMERCIAL VALUATION AND RIGHT OF WAY SERVICES

4400 Auburn Boulevard, Suite 102
Sacramento, CA 95841
main: 916.978.4900 • fax: 916.978.4904
www.benderrosenthal.com

2013 APPRAISAL RATES

Below are the standard 2013 rates for appraisal services. These rates may vary depending on specific scope requirements:

Cydney G. Bender, MAI	\$210/hr.*
David Wraa, MAI	\$210/hr.*
Designated Members of the Appraisal Institute (MAI/SRA)	\$210/hr.*
Senior Appraiser	\$135/hr.
Appraiser	\$105/hr.
Other Associated Professional Staff	\$ 80/hr.
Researchers	\$ 80/hr.
Administrative/Production	\$ 70/hr.

*\$420 per hour for court or briefing preparation, depositions, any pre-trial conferences, court appearances, and other court related proceedings.

Appraisal services may also be completed on a lump sum basis rather than hourly rate. Fees for lump sum appraisal services vary based on land use and type of acquisition.

All direct and indirect costs will be billed at cost plus 10%.

SERVICE REQUEST NO. ____ - ____

CONSULTANT: BENDER ROSENTHAL, INC.

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Retainer Agreement for Appraisal Services ("Agreement") dated July 9, 2013, between the City of Turlock ("City") and Bender Rosenthal, Inc. ("Consultant").

WHEREAS, upon execution, this Service Request shall be considered a part of the Agreement; and

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific appraisal services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

1. City agrees to compensate Consultant for the required work in accordance with the terms of payment stipulated in the Agreement and this addendum. An itemized list of tasks and a detailed cost for the completion of the required work is attached hereto as Exhibit A to this Service Request No. _____. The cost for completion of the items of work shall not exceed _____ and no/100ths Dollars (\$_____).
2. All work associated with this Service Request shall conform to the requirements of the Agreement and this addendum and shall be completed to the satisfaction of City within one (1) month of the Notice to Proceed.
3. Except as herein modified, all terms and conditions in the Agreement remain unchanged and are in full force and effect.

CITY OF TURLOCK, a municipal corporation

BENDER ROSENTHAL, INC.

By: _____
Michael G. Pitcock, P.E., Director of
Development Services / City Engineer

By: _____

Title: _____

Date: _____

Address: _____

Phone: _____



Council Synopsis

55
July 9, 2013

From: Allison Van Guilder, Parks, Recreation and Public Facilities Manager

Prepared by: Mark Crivelli, Recreation Sr. Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the contract between the City of Turlock and United States Judo Federation to offer judo classes

2. DISCUSSION OF ISSUE:

The City of Turlock and United States Judo Federation, intend to work together to implement judo classes for the year July 2013 to July 2014. This program is designed to teach children ages 4 – 18 the fundamentals and skills of judo. All program activities will take place at City of Turlock facilities. This is a new contract between the City of Turlock and United States Judo Federation.

3. BASIS FOR RECOMMENDATION:

To ensure the City and United States Judo Federation are adequately shielded from risk and liability, staff thoroughly evaluated the impacts of entering into an Independent Contract with United States Judo Federation. In order to contract with the City of Turlock, United States Judo Federation will be required to adhere to the standards set by the City of Turlock, in regards to operational guidelines, insurance requirements, fingerprinting and financial management, all of which are detailed in the contract. Staff will work closely with United States Judo Federation to ensure all requirements are maintained for the life of the contract.

Strategic Plan Initiative H. COMMUNITY PROGRAMS, FACILITIES, AND INFRASTRUCTURE

Goal(s): b-ii Support the community's youth by providing quality after school opportunities

b-iv Develop ongoing community partnerships, collaborations and sponsorships which will result in enhanced programming and services to the community as well as leveraging City resources

4. FISCAL IMPACT / BUDGET AMENDMENT:

At the conclusion of the program, the City of Turlock will pay United States Judo Federation 60% of net program fees and include a detailed report that includes date, location and session that is being paid. The City of Turlock will retain 40% of the net revenue, plus \$6.00 administrative fee per registration received for the program. No additional monies are required for this program.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Council could choose not to enter into a Contract with United States Judo Federation to provide judo classes. With this alternative, there could be a potential loss of revenue, as well as a loss of affordable youth activities.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
United States Judo Federation
for
Youth/Teen Judo Classes
CONTRACT NO. 13-042

THIS AGREEMENT is made this 9th day of July, 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **UNITED STATES JUDO FEDERATION**, a youth/teen judo provider, hereinafter referred to as "INDEPENDENT CONTRACTOR."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for youth/teen judo classes; and

WHEREAS, INDEPENDENT CONTRACTOR has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF WORK:** INDEPENDENT CONTRACTOR shall furnish all labor, equipment, materials and process, implements, and tools, except as otherwise specified which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A. INDEPENDENT CONTRACTOR shall provide Services that are acceptable to CITY.

2. **PERSONNEL AND EQUIPMENT:** INDEPENDENT CONTRACTOR shall provide all personnel needed to accomplish the Services hereunder. INDEPENDENT CONTRACTOR shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as INDEPENDENT CONTRACTOR shall reasonably require to accomplish said Services. INDEPENDENT CONTRACTOR and any and all of its employees who will provide services to CITY under this agreement shall be fingerprinted by CITY prior to services being provided. INDEPENDENT CONTRACTOR shall be solely responsible for the cost of fingerprinting by CITY.

3. **SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

4. **COMPENSATION:** CITY agrees to pay INDEPENDENT CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by INDEPENDENT CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed six thousand and no/100^{ths} Dollars (\$6,000). INDEPENDENT CONTRACTOR agrees that compensation shall be paid in

7 OK for Agenda
[Signature]

the manner and at the times set forth below:

(a) Invoices:

(1) The CITY will collect all program registration fees. INDEPENDENT CONTRACTOR is not authorized to collect program fees. Following the collection of fees from registration, CITY shall confirm the number of participants enrolled. INDEPENDENT CONTRACTOR will be compensated only for participants who have paid. At the conclusion of the program, the CITY will pay INDEPENDENT CONTRACTOR 60% minus participation fee of \$6.00, and include a program report that includes the date, location and services that INDEPENDENT CONTRACTOR is being paid for.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days after program ends.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized.

(3) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

(c) Non-Appropriation of Funds:

(1) Payment due and payable to INDEPENDENT CONTRACTOR for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the CITY has not appropriated sufficient funds for payment of INDEPENDENT CONTRACTOR services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning July 9, 2013 and ending July 9, 2014, subject to CITY's availability of funds.

6. INSURANCE: INDEPENDENT CONTRACTOR shall not commence work under this Agreement until INDEPENDENT CONTRACTOR has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall INDEPENDENT CONTRACTOR allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. INDEPENDENT CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by INDEPENDENT CONTRACTOR, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 11 85 or its equivalent), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability,

Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: INDEPENDENT CONTRACTOR shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$1,000,000 per accident or bodily injury or disease.

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (b) INDEPENDENT CONTRACTOR shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of INDEPENDENT CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of INDEPENDENT CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to INDEPENDENT CONTRACTOR insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, INDEPENDENT CONTRACTOR's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of INDEPENDENT CONTRACTOR's insurance and shall not contribute with it.

(3) Notice of cancellation or coverage change is required. Each policy of insurance required by this Agreement shall be endorsed to provide CITY a minimum of thirty (30) days'

written notice of cancellation or nonrenewal.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(f) Verification of Coverage: INDEPENDENT CONTRACTOR shall furnish CITY with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

(g) Waiver of Subrogation: With the exception of professional liability, INDEPENDENT CONTRACTOR hereby agrees to waive subrogation which any insurer of INDEPENDENT CONTRACTOR may acquire from INDEPENDENT CONTRACTOR by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by INDEPENDENT CONTRACTOR, its agents, employees, independent contractors and subcontractors. INDEPENDENT CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(h) Subcontractors: INDEPENDENT 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.

7. INDEMNIFICATION: INDEPENDENT CONTRACTOR shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of INDEPENDENT CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

8. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of INDEPENDENT CONTRACTOR, its agents, officers, and employees and all others acting on behalf of INDEPENDENT CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. INDEPENDENT CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. INDEPENDENT CONTRACTOR has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of INDEPENDENT CONTRACTOR. No agent, officer, or employee of the INDEPENDENT CONTRACTOR is to be considered an employee of CITY. It is understood by both INDEPENDENT CONTRACTOR and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

INDEPENDENT CONTRACTOR, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

INDEPENDENT CONTRACTOR shall determine the method, details and means of

performing the work and services to be provided by INDEPENDENT CONTRACTOR under this Agreement. INDEPENDENT CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the INDEPENDENT CONTRACTOR in fulfillment of this Agreement. INDEPENDENT CONTRACTOR has control over the manner and means of performing the services under this Agreement. INDEPENDENT CONTRACTOR is permitted to provide a service to others during the same period service is provided to CITY under this Agreement. If necessary, INDEPENDENT CONTRACTOR has the responsibility for employing other persons or firms to assist INDEPENDENT CONTRACTOR in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by INDEPENDENT CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of INDEPENDENT CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the INDEPENDENT CONTRACTOR.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the INDEPENDENT CONTRACTOR or INDEPENDENT CONTRACTOR's assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that INDEPENDENT CONTRACTOR must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of INDEPENDENT CONTRACTOR's personnel.

As an independent contractor, INDEPENDENT CONTRACTOR 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.

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days written notice to INDEPENDENT CONTRACTOR.

10. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of INDEPENDENT CONTRACTOR, (2) legal dissolution of INDEPENDENT CONTRACTOR, or (3) death of key principal(s) of INDEPENDENT CONTRACTOR.

(b) Termination by CITY for Default of INDEPENDENT CONTRACTOR. Should INDEPENDENT CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to INDEPENDENT CONTRACTOR. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by INDEPENDENT CONTRACTOR, dishonesty or theft.

(c) Termination by INDEPENDENT CONTRACTOR for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option INDEPENDENT CONTRACTOR may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material

breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with INDEPENDENT CONTRACTOR, willful destruction of INDEPENDENT CONTRACTOR's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay INDEPENDENT CONTRACTOR all or any part of the payments set forth in this Agreement on the date due, at its option INDEPENDENT CONTRACTOR may terminate this Agreement if the failure is not remedied within thirty (30) days after INDEPENDENT CONTRACTOR notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of INDEPENDENT CONTRACTOR's Tax Status. If CITY determines that INDEPENDENT CONTRACTOR does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to INDEPENDENT CONTRACTOR. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, INDEPENDENT CONTRACTOR shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, INDEPENDENT CONTRACTOR shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of INDEPENDENT CONTRACTOR's work on the project. Further, if CITY so requests, and at CITY's cost, INDEPENDENT CONTRACTOR shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay INDEPENDENT CONTRACTOR an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of INDEPENDENT CONTRACTOR, INDEPENDENT CONTRACTOR understands and agrees that CITY may, in CITY's sole discretion, refuse to pay INDEPENDENT CONTRACTOR for that portion of INDEPENDENT CONTRACTOR's services which were performed by INDEPENDENT CONTRACTOR on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used and/or provided by INDEPENDENT CONTRACTOR in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California. INDEPENDENT CONTRACTOR its agents, officers and employees who violate local, state, or federal laws aimed at protecting children are ineligible to provide services under this agreement.

12. NONDISCRIMINATION: In connection with the execution of this Agreement, INDEPENDENT CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. INDEPENDENT CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. INDEPENDENT CONTRACTOR shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, INDEPENDENT CONTRACTOR shall comply with the provisions of Section 1735 of

the California Labor Code.

13. TIME: Time is of the essence in this Agreement.

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. INDEPENDENT CONTRACTOR shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. INDEPENDENT CONTRACTOR specifically acknowledges that in entering into and executing this Agreement, INDEPENDENT CONTRACTOR relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF INDEPENDENT CONTRACTOR: Throughout the term of this Agreement, INDEPENDENT CONTRACTOR shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. INDEPENDENT CONTRACTOR warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities and other resources necessary to provide the CITY with the services contemplated by this Agreement. INDEPENDENT CONTRACTOR further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

16. OWNERSHIP OF DOCUMENTS: Any and all reports, data, computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other incidental work or materials gathered, furnished or prepared by Contractor in performance of this Agreement, shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the INDEPENDENT CONTRACTOR for purposes other than this contract without the express prior written consent of CITY. Such work product shall be transmitted to CITY within ten (10) days after a written request. INDEPENDENT CONTRACTOR may retain copies of such products. All written documents that are intended for public review shall be provided to City in a format suitable for posting on the internet.

17. NEWS AND INFORMATION RELEASE: INDEPENDENT CONTRACTOR agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

18. INTEREST OF INDEPENDENT CONTRACTOR: INDEPENDENT CONTRACTOR warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. INDEPENDENT CONTRACTOR warrants that, in performance of this Agreement, INDEPENDENT CONTRACTOR shall not employ any person having any such interest. INDEPENDENT CONTRACTOR agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or INDEPENDENT CONTRACTOR to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges

INDEPENDENT CONTRACTOR may incur in performing such additional services, and INDEPENDENT CONTRACTOR shall not be required to perform any such additional services.

20. PATENT/COPYRIGHT MATERIALS: Unless otherwise expressly provided in the contract, INDEPENDENT CONTRACTOR shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. INDEPENDENT CONTRACTOR shall furnish a warranty of such right to use to CITY at the request of CITY.

21. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

22. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

23. AUDIT: CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify INDEPENDENT CONTRACTOR's charges to CITY under this Agreement.

INDEPENDENT CONTRACTOR agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for INDEPENDENT CONTRACTOR services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

24. GOVERNING LAW: This Agreement shall be governed according to the laws of the State of California.

25. HEADINGS NOT CONTROLLING: Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

26. COMPLIANCE WITH LAWS: INDEPENDENT CONTRACTOR shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. INDEPENDENT CONTRACTOR shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

27. CITY BUSINESS LICENSE: INDEPENDENT CONTRACTOR will have a City of Turlock business license.

28. DRIVERS LICENSE: INDEPENDENT CONTRACTOR will have a valid California Driver's License.

29. TAXPAYER IDENTIFICATION NUMBER INDEPENDENT CONTRACTOR shall provide the City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.

30. ASSIGNMENT: This Agreement is binding upon CITY and INDEPENDENT CONTRACTOR and their successors. Except as otherwise provided herein, neither CITY nor INDEPENDENT CONTRACTOR shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

31. RECORD INSPECTION AND AUDIT: INDEPENDENT CONTRACTOR shall maintain full

and accurate records with respect to all services and matters covered under this Agreement. CITY shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. INDEPENDENT CONTRACTOR shall maintain an up-do-date list of key personnel and telephone numbers for emergency contact after normal business hours.

32. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the exclusive use of CITY and INDEPENDENT CONTRACTOR agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by INDEPENDENT CONTRACTOR without the prior written consent of CITY.

33. RIGHT TO UTILIZE OTHERS CITY reserves the right to utilize other to perform work similar to the services provided hereunder

34. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: INDEPENDENT CONTRACTOR shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

35. NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

**For
INDEPENDENT
CONTRACTOR:**

**UNITED STATES JUDO FEDERATION
ATTN: JAMES TINLEY
8054 HELEN CT
HILMAR CA 95324
PHONE: (209) 648-1760
FAX: N/A**

For CITY:

**CITY OF TURLOCK
ATTN: ALLISON VAN GUILDER
PARKS, RECREATION & PUBLIC FACILITIES DIVISION
144 S. BROADWAY
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4601
FAX: (209) 668-5619**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officer's thereunto duly authorized.

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie Weaver, CMC, City Clerk

UNITED STATES JUDO FEDERATION

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A SCOPE OF SERVICES

PERFORMANCE OF DUTIES

INDEPENDENT CONTRACTOR agrees to provide various Youth/teen judo classes to participants 5 to 15 years, to the sole reasonable satisfaction of the City of Turlock Parks, Recreation and Public Facilities Manager or his/her designee. **INDEPENDENT CONTRACTOR** shall (1) furnish services to CITY at such times and locations as are mutually agreeable to the parties, (2) perform such instruction in a skillful and competent manner, (3) shall abide by all laws in doing so, (4) perform such other duties as are customarily performed by one holding such position in other similar businesses or enterprises as those engaged in by CITY and (5) maintain instruction area in a clean, safe and orderly manner.

COMPENSATION

INDEPENDENT CONTRACTOR will be paid at 60% of registration fees minus a \$6.00 per participant administrative fee to be kept by City of Turlock for registration purposes. The City of Turlock Parks, Recreation and Public Facilities Division will pay **INDEPENDENT CONTRACTOR** from registrations received for each class session. Compensation will not exceed six thousand dollars (\$6,000) for the duration of this agreement. **INDEPENDENT CONTRACTOR** will be paid within six weeks of registration closure.

SUBCONTRACTORS

In the event an **INDEPENDENT CONTRACTOR** will not be able to teach class due to illness or some other reason beyond the control of the **INDEPENDENT CONTRACTOR**, the class will be canceled and a make up class added to the end of the session. **INDEPENDENT CONTRACTOR** will be responsible for notifying the students of the cancellation.

SUPERVISION

INDEPENDENT CONTRACTOR agrees to establish appropriate rules for conducting the class and to assume responsibility for student discipline to ensure adequate protection for students and facility.

FACILITY

INDEPENDENT CONTRACTOR agrees to assume full responsibility for setting up any facility for instruction and for cleaning and restoring the facility to its usual condition following each class session. This includes properly securing all doors and windows upon exiting the facility. City representatives shall at all times have access to facility, whenever class is in progress to monitor programs for quality.

CONDUCT

INDEPENDENT CONTRACTOR understands the City of Turlock is a public entity under the California Government Code and the Constitution of the State of California, and CITY's purpose in engaging **INDEPENDENT CONTRACTOR** is to provide its residents with recreational activities in a manner that will foster a sense of community, security, fun and fair play. **INDEPENDENT CONTRACTOR** agrees to conduct himself/herself in a manner that will further these goals. **INDEPENDENT CONTRACTOR** further acknowledges failure to do so will result in immediate termination of this agreement.

COORDINATION OF WORK

INDEPENDENT CONTRACTOR agrees to coordinate with CITY's specified time(s) and date(s) in order to avoid conflict of use. It is agreed the resolution of any conflict is at the sole discretion of the City's Parks, Recreation and Public Facilities Manager or his/her designee. **INDEPENDENT CONTRACTOR** agrees to work with assigned City staff to maintain accurate enrollment records.

**WAIVER OF
INSURANCE PROVISIONS
in Contract No.
between
THE CITY OF TURLOCK
and
UNITED STATES JUDO FEDERATION**

The following insurance requirements set forth in the above-referenced Agreement have been waived for the stated reasons:

1. **Automobile Liability Insurance**
James Tinley will not be using an automobile as part of his work or service under this Agreement.
2. **Errors and Omissions / Professional Liability Insurance** is not applicable for the scope of work under this agreement.

Dated: July 9, 2013

James Tinley, Owner

Allison Van Guilder, Manager
Parks, Recreation and Public Facilities Division



Council Synopsis

5K

July 9, 2013

From: Allison Van Guilder, Parks, Recreation and Public Facilities Manager

Prepared by: Mark Crivelli, Recreation Sr. Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the contract between the City of Turlock and Kid Time Fitness to offer youth gymnastic classes

2. DISCUSSION OF ISSUE:

The City of Turlock and Kid Time Fitness, intend to work together to implement youth gymnastic classes for the year July 2013 to July 2014. This program is designed to teach children ages 4 – 15 the fundamentals and skills of gymnastics. All program activities will take place at City of Turlock facilities. This is a new contract between the City of Turlock and Kid Time Fitness.

3. BASIS FOR RECOMMENDATION:

To ensure the City and Kid Time Fitness are adequately shielded from risk and liability, staff thoroughly evaluated the impacts of entering into an Independent Contract with Kid Time Fitness. In order to contract with the City of Turlock, Kid Time Fitness will be required to adhere to the standards set by the City of Turlock, in regards to operational guidelines, insurance requirements, fingerprinting and financial management, all of which are detailed in the contract. Staff will work closely with Kid Time Fitness to ensure all requirements are maintained for the life of the contract.

Strategic Plan Initiative H. COMMUNITY PROGRAMS, FACILITIES, AND INFRASTRUCTURE

Goal(s): b-ii Support the community's youth by providing quality after school opportunities

b-iv Develop ongoing community partnerships, collaborations and sponsorships which will result in enhanced programming and services to the community as well as leveraging City resources

4. FISCAL IMPACT / BUDGET AMENDMENT:

At the conclusion of the program, the City of Turlock will pay Kid Time Fitness 60% of net program fees and include a detailed report that includes date, location and session that is being paid. The City of Turlock will retain 40% of the net revenue, plus \$6.00 administrative fee per registration received for the program. No additional monies are required for this program.

5. CITY MANAGER'S COMMENTS:

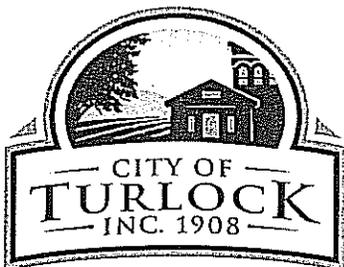
Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could choose not to enter into a Contract with Kid Time Fitness to provide youth gymnastic classes. With this alternative, there could be a potential loss of revenue, as well as a loss of affordable youth activities.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
Kid Time Fitness
for
Youth Gymnastic Classes
CONTRACT NO. 13-041

THIS AGREEMENT is made this 9th day of July, 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **KID TIME FITNESS**, a youth gymnastics provider, hereinafter referred to as "INDEPENDENT CONTRACTOR."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for youth gymnastics classes; and

WHEREAS, INDEPENDENT CONTRACTOR has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF WORK:** INDEPENDENT CONTRACTOR shall furnish all labor, equipment, materials and process, implements, and tools, except as otherwise specified which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A. INDEPENDENT CONTRACTOR shall provide Services that are acceptable to CITY.

2. **PERSONNEL AND EQUIPMENT:** INDEPENDENT CONTRACTOR shall provide all personnel needed to accomplish the Services hereunder. INDEPENDENT CONTRACTOR shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as INDEPENDENT CONTRACTOR shall reasonably require to accomplish said Services. INDEPENDENT CONTRACTOR and any and all of its employees who will provide services to CITY under this agreement shall be fingerprinted by CITY prior to services being provided. INDEPENDENT CONTRACTOR shall be solely responsible for the cost of fingerprinting by CITY.

3. **SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

4. **COMPENSATION:** CITY agrees to pay INDEPENDENT CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by INDEPENDENT CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed six thousand and no/100^{ths} Dollars (\$6,000). INDEPENDENT CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

1
OK for Agenda
[Signature]

(a) Invoices:

(1) The CITY will collect all program registration fees. INDEPENDENT CONTRACTOR is not authorized to collect program fees. Following the collection of fees from registration, CITY shall confirm the number of participants enrolled. INDEPENDENT CONTRACTOR will be compensated only for participants who have paid. At the conclusion of the program, the CITY will pay INDEPENDENT CONTRACTOR 60% minus participation fee of \$6.00, and include a program report that includes the date, location and services that INDEPENDENT CONTRACTOR is being paid for.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days after program ends.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized.

(3) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

(c) Non-Appropriation of Funds:

(1) Payment due and payable to INDEPENDENT CONTRACTOR for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the CITY has not appropriated sufficient funds for payment of INDEPENDENT CONTRACTOR services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning July 9, 2013 and ending July 9, 2014, subject to CITY's availability of funds.

6. INSURANCE: INDEPENDENT CONTRACTOR shall not commence work under this Agreement until INDEPENDENT CONTRACTOR has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall INDEPENDENT CONTRACTOR allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. INDEPENDENT CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by INDEPENDENT CONTRACTOR, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 11 85 or its equivalent), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: INDEPENDENT CONTRACTOR shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$1,000,000 per accident or bodily injury or disease.

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (b) INDEPENDENT CONTRACTOR shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of INDEPENDENT CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of INDEPENDENT CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to INDEPENDENT CONTRACTOR insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, INDEPENDENT CONTRACTOR's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of INDEPENDENT CONTRACTOR's insurance and shall not contribute with it.

(3) Notice of cancellation or coverage change is required. Each policy of insurance required by this Agreement shall be endorsed to provide CITY a minimum of thirty (30) days' written notice of cancellation or nonrenewal.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(f) Verification of Coverage: INDEPENDENT CONTRACTOR shall furnish CITY with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

(g) Waiver of Subrogation: With the exception of professional liability, INDEPENDENT CONTRACTOR hereby agrees to waive subrogation which any insurer of INDEPENDENT CONTRACTOR may acquire from INDEPENDENT CONTRACTOR by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by INDEPENDENT CONTRACTOR, its agents, employees, independent contractors and subcontractors. INDEPENDENT CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(h) Subcontractors: INDEPENDENT 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.

7. INDEMNIFICATION: INDEPENDENT CONTRACTOR shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of INDEPENDENT CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

8. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of INDEPENDENT CONTRACTOR, its agents, officers, and employees and all others acting on behalf of INDEPENDENT CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. INDEPENDENT CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. INDEPENDENT CONTRACTOR has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of INDEPENDENT CONTRACTOR. No agent, officer, or employee of the INDEPENDENT CONTRACTOR is to be considered an employee of CITY. It is understood by both INDEPENDENT CONTRACTOR and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

INDEPENDENT CONTRACTOR, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

INDEPENDENT CONTRACTOR shall determine the method, details and means of performing the work and services to be provided by INDEPENDENT CONTRACTOR under this

Agreement. INDEPENDENT CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the INDEPENDENT CONTRACTOR in fulfillment of this Agreement. INDEPENDENT CONTRACTOR has control over the manner and means of performing the services under this Agreement. INDEPENDENT CONTRACTOR is permitted to provide a service to others during the same period service is provided to CITY under this Agreement. If necessary, INDEPENDENT CONTRACTOR has the responsibility for employing other persons or firms to assist INDEPENDENT CONTRACTOR in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by INDEPENDENT CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of INDEPENDENT CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the INDEPENDENT CONTRACTOR.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the INDEPENDENT CONTRACTOR or INDEPENDENT CONTRACTOR's assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that INDEPENDENT CONTRACTOR must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of INDEPENDENT CONTRACTOR's personnel.

As an independent contractor, INDEPENDENT CONTRACTOR 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.

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days written notice to INDEPENDENT CONTRACTOR.

10. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of INDEPENDENT CONTRACTOR, (2) legal dissolution of INDEPENDENT CONTRACTOR, or (3) death of key principal(s) of INDEPENDENT CONTRACTOR.

(b) Termination by CITY for Default of INDEPENDENT CONTRACTOR. Should INDEPENDENT CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to INDEPENDENT CONTRACTOR. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by INDEPENDENT CONTRACTOR, dishonesty or theft.

(c) Termination by INDEPENDENT CONTRACTOR for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option INDEPENDENT CONTRACTOR may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate

reasonably with INDEPENDENT CONTRACTOR, willful destruction of INDEPENDENT CONTRACTOR's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay INDEPENDENT CONTRACTOR all or any part of the payments set forth in this Agreement on the date due, at its option INDEPENDENT CONTRACTOR may terminate this Agreement if the failure is not remedied within thirty (30) days after INDEPENDENT CONTRACTOR notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of INDEPENDENT CONTRACTOR's Tax Status. If CITY determines that INDEPENDENT CONTRACTOR does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to INDEPENDENT CONTRACTOR. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, INDEPENDENT CONTRACTOR shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, INDEPENDENT CONTRACTOR shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of INDEPENDENT CONTRACTOR's work on the project. Further, if CITY so requests, and at CITY's cost, INDEPENDENT CONTRACTOR shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay INDEPENDENT CONTRACTOR an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of INDEPENDENT CONTRACTOR, INDEPENDENT CONTRACTOR understands and agrees that CITY may, in CITY's sole discretion, refuse to pay INDEPENDENT CONTRACTOR for that portion of INDEPENDENT CONTRACTOR's services which were performed by INDEPENDENT CONTRACTOR on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used and/or provided by INDEPENDENT CONTRACTOR in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California. INDEPENDENT CONTRACTOR its agents, officers and employees who violate local, state, or federal laws aimed at protecting children are ineligible to provide services under this agreement.

12. NONDISCRIMINATION: In connection with the execution of this Agreement, INDEPENDENT CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. INDEPENDENT CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. INDEPENDENT CONTRACTOR shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, INDEPENDENT CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

13. **TIME:** Time is of the essence in this Agreement.

14. **ENTIRE AGREEMENT AND MODIFICATION:** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. INDEPENDENT CONTRACTOR shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. INDEPENDENT CONTRACTOR specifically acknowledges that in entering into and executing this Agreement, INDEPENDENT CONTRACTOR relies solely upon the provisions contained in this Agreement and no others.

15. **OBLIGATIONS OF INDEPENDENT CONTRACTOR:** Throughout the term of this Agreement, INDEPENDENT CONTRACTOR shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. INDEPENDENT CONTRACTOR warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities and other resources necessary to provide the CITY with the services contemplated by this Agreement. INDEPENDENT CONTRACTOR further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

16. **OWNERSHIP OF DOCUMENTS:** Any and all reports, data, computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other incidental work or materials gathered, furnished or prepared by Contractor in performance of this Agreement, shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the INDEPENDENT CONTRACTOR for purposes other than this contract without the express prior written consent of CITY. Such work product shall be transmitted to CITY within ten (10) days after a written request. INDEPENDENT CONTRACTOR may retain copies of such products. All written documents that are intended for public review shall be provided to City in a format suitable for posting on the internet.

17. **NEWS AND INFORMATION RELEASE:** INDEPENDENT CONTRACTOR agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

18. **INTEREST OF INDEPENDENT CONTRACTOR:** INDEPENDENT CONTRACTOR warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. INDEPENDENT CONTRACTOR warrants that, in performance of this Agreement; INDEPENDENT CONTRACTOR shall not employ any person having any such interest. INDEPENDENT CONTRACTOR agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

19. **AMENDMENTS:** Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or INDEPENDENT CONTRACTOR to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges INDEPENDENT CONTRACTOR may incur in performing such additional services, and INDEPENDENT

CONTRACTOR shall not be required to perform any such additional services.

20. PATENT/COPYRIGHT MATERIALS: Unless otherwise expressly provided in the contract, INDEPENDENT CONTRACTOR shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. INDEPENDENT CONTRACTOR shall furnish a warranty of such right to use to CITY at the request of CITY.

21. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

22. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

23. AUDIT: CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify INDEPENDENT CONTRACTOR's charges to CITY under this Agreement.

INDEPENDENT CONTRACTOR agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for INDEPENDENT CONTRACTOR services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

24. GOVERNING LAW: This Agreement shall be governed according to the laws of the State of California.

25. HEADINGS NOT CONTROLLING: Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

26. COMPLIANCE WITH LAWS: INDEPENDENT CONTRACTOR shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. INDEPENDENT CONTRACTOR shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

27. CITY BUSINESS LICENSE: INDEPENDENT CONTRACTOR will have a City of Turlock business license.

28. DRIVERS LICENSE: INDEPENDENT CONTRACTOR will have a valid California Driver's License.

29. TAXPAYER IDENTIFICATION NUMBER INDEPENDENT CONTRACTOR shall provide the City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.

30. ASSIGNMENT: This Agreement is binding upon CITY and INDEPENDENT CONTRACTOR and their successors. Except as otherwise provided herein, neither CITY nor INDEPENDENT CONTRACTOR shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

31. RECORD INSPECTION AND AUDIT: INDEPENDENT CONTRACTOR shall maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY shall

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officer's thereunto duly authorized.

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie Weaver, CMC, City Clerk

KID TIME FITNESS

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A SCOPE OF SERVICES

PERFORMANCE OF DUTIES

INDEPENDENT CONTRACTOR agrees to provide various Youth gymnastics classes to participants 5 to 15 years, to the sole reasonable satisfaction of the City of Turlock Parks, Recreation and Public Facilities Manager or his/her designee. **INDEPENDENT CONTRACTOR** shall (1) furnish services to CITY at such times and locations as are mutually agreeable to the parties, (2) perform such instruction in a skillful and competent manner, (3) shall abide by all laws in doing so, (4) perform such other duties as are customarily performed by one holding such position in other similar businesses or enterprises as those engaged in by CITY and (5) maintain instruction area in a clean, safe and orderly manner.

COMPENSATION

INDEPENDENT CONTRACTOR will be paid at 60% of registration fees minus a \$6.00 per participant administrative fee to be kept by City of Turlock for registration purposes. The City of Turlock Parks, Recreation and Public Facilities Division will pay **INDEPENDENT CONTRACTOR** from registrations received for each class session. Compensation will not exceed six thousand dollars (\$6,000) for the duration of this agreement. **INDEPENDENT CONTRACTOR** will be paid within six weeks of registration closure.

SUBCONTRACTORS

In the event an **INDEPENDENT CONTRACTOR** will not be able to teach class due to illness or some other reason beyond the control of the **INDEPENDENT CONTRACTOR**, the class will be canceled and a make up class added to the end of the session. **INDEPENDENT CONTRACTOR** will be responsible for notifying the students of the cancellation.

SUPERVISION

INDEPENDENT CONTRACTOR agrees to establish appropriate rules for conducting the class and to assume responsibility for student discipline to ensure adequate protection for students and facility.

FACILITY

INDEPENDENT CONTRACTOR agrees to assume full responsibility for setting up any facility for instruction and for cleaning and restoring the facility to its usual condition following each class session. This includes properly securing all doors and windows upon exiting the facility. City representatives shall at all times have access to facility, whenever class is in progress to monitor programs for quality.

CONDUCT

INDEPENDENT CONTRACTOR understands the City of Turlock is a public entity under the California Government Code and the Constitution of the State of California, and CITY's purpose in engaging **INDEPENDENT CONTRACTOR** is to provide its residents with recreational activities in a manner that will foster a sense of community, security, fun and fair play. **INDEPENDENT CONTRACTOR** agrees to conduct himself/herself in a manner that will further these goals. **INDEPENDENT CONTRACTOR** further acknowledges failure to do so will result in immediate termination of this agreement.

COORDINATION OF WORK

INDEPENDENT CONTRACTOR agrees to coordinate with CITY's specified time(s) and date(s) in order to avoid conflict of use. It is agreed the resolution of any conflict is at the sole discretion of the City's Parks, Recreation and Public Facilities Manager or his/her designee. **INDEPENDENT CONTRACTOR** agrees to work with assigned City staff to maintain accurate enrollment records.

**WAIVER OF
INSURANCE PROVISIONS
in Contract No.
between
THE CITY OF TURLOCK
and
KID TIME FITNESS**

The following insurance requirements set forth in the above-referenced Agreement have been waived for the stated reasons:

1. **Automobile Liability Insurance**
Instructors will not be using an automobile as part of his work or service under this Agreement.

2. **Errors and Omissions / Professional Liability Insurance** is not applicable for the scope of work under this agreement.

Dated: July 9, 2013

Tanaia Green, Owner

Allison Van Guilder, Manager
Parks, Recreation and Public Facilities Division



Council Synopsis

5L

July 9, 2013

From: Robert A Jackson, Chief of Police

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Agreement between the City of Turlock Police Department and Jocelyn E. Roland, PH.D., to provide counseling/psychotherapy services to all sworn officers, dispatchers, and community service officers of the Turlock Police Department at no cost to the covered employee, for the period of July 1, 2013, through June 30, 2014

2. DISCUSSION OF ISSUE:

Staff recognizes the need to provide law enforcement personnel with a qualified counseling and or psychotherapy service. The services should be available to all sworn officers, dispatchers, and community service officers of the Turlock Police Department at no cost to the covered employee. These services are developed to maintain a healthy and safe environment for our employees.

Routine exposure to high-stress, critical incidents can take a toll on our personnel if the stress is not effectively managed. The goal of this agreement is to have services in place to assist our personnel when necessary. Dr. Roland is a qualified professional with a background specializing in the management of stress related matters incurred by law enforcement personnel.

Dr. Roland will provide a maximum of six (6) sessions for the covered employees. Should the maximum sessions be reached, the Chief of Police would determine the approval of additional hours at the hourly rate. Free counseling will be provided to dependents to a maximum of three (3) sessions following which they may be referred to another suitable provider. Services authorized beyond the scope of the agreed upon maximum sessions will be billed on a per hour rate.

Staff's recommendation is to accept contract.

3. BASIS FOR RECOMMENDATION:

A) City of Turlock policy requires City Council approve all agreements

Strategic Plan Initiative: C) PUBLIC SAFETY:

Goal(s): 1 (b)(i)(a) Plan for organizations effectiveness

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact \$12,000

Budgeted in: 110/20-200.43155 (Physicals, Shots & Psychological)

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- a) Deny contract for the service agreement. All full time employees have access to counseling services through EAP. However, this program does not address the need for twenty-four (24) hour availability and on site debriefings.
- b) Council could direct staff to elect the option to be billed at the hourly rate of \$350 for the actual services rendered. Based on historical use, staff anticipated a per hour agreement to exceed the \$12,000 amount and, therefore, does not recommend this option.

JOCELYN E. ROLAND, PH.D., ABPP

*PSYCHOLOGIST
LICENSE # 13998*

2937 VENEMAN AVENUE, SUITE B125
MODESTO, CALIFORNIA 95356

TELEPHONE: (209) 521-8400
FAX: 1 (888) 727-7573
EMAIL: ROLANDOFFICE@GMAIL.COM

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Between

JOCELYN E. ROLAND
PSYCHOLOGIST

and the
CITY OF TURLOCK

THIS AGREEMENT is entered into this 1st day of July 2013 by and between **JOCELYN E. ROLAND, PH.D., ABPP, Psychologist**, hereinafter referred to as the "CONTRACTOR", and the **CITY OF TURLOCK**, a municipal corporation of the State of California, hereinafter referred to as the "AGENCY".

NOW THEREFORE, the Agency hereby engages the services of the Contractor, and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

TERM

This agreement shall be for the period of one (1) year, commencing on July 1, 2013, and ending on June 30, 2014, or upon sooner termination as herein provided.

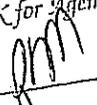
Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

SERVICES

CONTRACTOR agrees to provide counseling/psychotherapy to all sworn officers, dispatchers and community service officers of the AGENCY at no cost to the covered employee for a maximum of six (6) sessions per contract year. Free counseling services will be provided to dependents to a maximum of three (3) sessions following which they may be referred to another suitable provider. In the event that the maximum is reached, any additional cost shall be assumed by the employee. Should there be a request for counseling sessions beyond the maximum by the AGENCY, they can be provided with the Chief's approval at the CONTRACTOR'S hourly rate. This agreement does not cover employees who, for any reason, are not currently or actively working their regularly assigned duties nor does it cover Reserves. It does not cover mental health services outside of the expertise of the CONTRACTOR (i.e., medication prescription, inpatient substance abuse treatment, etc.)

In the performance of this Agreement any third persons employed by CONTRACTOR shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirements of law shall be determined by CONTRACTOR.

CONTRACTOR is available 24-hours a day for SWAT call-outs as a psychology field consultant for consultation and advice regarding hostage/barricade events.

OK for Agenda


CONTRACTOR is available 24-hours a day for Crisis Debriefing of critical incidents upon the request of the Watch Commander or higher ranking Command personnel.

CONTRACTOR shall provide consultation to Investigative Services and Administration as requested. Contractor is available to provide training day presentations, schedule permitting.

FEE

AGENCY will pay CONTRACTOR Twelve thousand dollars (\$12,000.00) for the term of this Agreement. CONTRACTOR will bill AGENCY monthly for one-twelfth (1/12th) of the yearly amount commencing July 1, 2013. AGENCY will reimburse CONTRACTOR within 30 days from the billing date. For services requested by the AGENCY beyond the scope of the contract, CONTRACTOR will bill AGENCY \$350.00 per hour.

INSURANCE REQUIREMENTS

CONTRACTOR shall, at her own expense, obtain and maintain in effect at all times during the life of this Agreement, general liability, including professional malpractice, insurance with combined single limits of \$1,000,000. All CONTRACTOR'S policies shall contain an endorsement that written notice shall be given to AGENCY at least thirty (30) days prior to termination, cancellation, or reduction of coverage in the policy or policies.

INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold the City of Turlock, its council members, officers, agents, and employees harmless from all claims, demands, suits, loss, damages, injury and liability, direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any negligent acts, errors or omissions of CONTRACTOR, her agents or employees, or any of them, under or in connection with this Agreement. AGENCY shall be solely liable for negligent or wrongful acts or omissions of its representatives and employees occurring in the performance of this Agreement. If either party becomes liable for damages caused by such party's solely negligent or wrongful acts or omissions, the negligent party shall pay such damages without contribution from the other party.

NO EMPLOYER-EMPLOYEE RELATIONSHIP

No relationship of employer or employee is created by this agreement. It is understood that CONTRACTOR will act hereunder as independent contractors, and shall have no claim number under this Agreement or otherwise against the Agency or the City of Turlock for vacation with pay, sick leave, retirement, medical, dental, social security, workers' compensation, disability or unemployment insurance benefits or employee benefits of any kind. The parties agree that Contractor will not be treated as an employee for federal or state tax purposes.

GOVERNING LAW

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.

NO REPORTS OR EVALUATIONS

CONTRACTOR agrees that she will not conduct independent evaluations or prepare forensic psychological reports for the sole purpose of advocating a disability retirement or workers' compensation claim to clients covered by this Agreement. CONTRACTOR is free to provide assistance to counseling/therapy clients covered by this Agreement who might incidentally assert a workers' compensation claim or disability retirement, as requested or required through forms submitted to CONTRACTOR by clients, when appropriate, and to provide a copy of treatment records or subpoenaed testimony upon the consent of clients or as required by law.

Executed at Turlock, California on the day and year first written above.

CITY OF TURLOCK, a
municipal corporation

CONTRACTOR

by _____
Roy W. Wasden
City Manager

Jocelyn E. Roland, Ph.D., ABPP
Psychologist
Tax ID# 20-3718422

Date

Date

ATTEST:

by _____
Kellie E. Weaver
City Clerk

APPROVED AS TO FORM:

by _____
Phaedra A. Norton,
City Attorney

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/07/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Trust Risk Management Services, Inc. doing business in CA as TRMS Insurance Agency 1791 Paysphere Circle Chicago, IL 60674	CONTACT NAME: Trust Risk Management Services, Inc. PHONE (A/C, No, Ext): 877.637.9700 FAX (A/C, No): 877.251.5111 EMAIL ADDRESS: info@trustrms.com														
INSURED Jocelyn E. Roland 2937 Veneman Ave Ste B125 Modesto, CA 95356 0690	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company A+15</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company A+15	22667	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ \$												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$												
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> <td style="width: 50%;">\$</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td colspan="2">E.L. DISEASE-EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	\$	E.L. EACH ACCIDENT		\$	E.L. DISEASE-EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$
WC STATUTORY LIMITS	OTHER	\$																	
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E.L. DISEASE-EA EMPLOYEE		\$																	
E.L. DISEASE - POLICY LIMIT		\$																	
A	Psychologist's Professional Liability Retroactive Date: 11/08/2002			58G22149088	11/08/2012	11/08/2013	Each incident \$1,000,000 Annual aggregate \$3,000,000												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	AUTHORIZED REPRESENTATIVE



Council Synopsis

5M

July 9, 2013

From: Robert A. Jackson, Chief of Police
Prepared by: Steven Williams, Police Captain
Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the overhiring of one (1) Evidence and Property Specialist within the Special Operations Division of the Police Department through an interdepartmental recruitment of full-time, part-time, and volunteer staff, and outside recruitment if necessary in compliance with City of Turlock Personnel System Rules and Regulations Section 16:01 (Rule of Five) and the potential recruitment of a position vacated by the appointment to the position of Evidence and Property Specialist through an in-house recruitment of full-time, part-time, and volunteer/intern staff, and outside recruitment if needed

2. DISCUSSION OF ISSUE:

The Evidence and Property Unit of the Turlock Police Department is staffed by one (1) full-time, non-sworn staff member. The individual assigned to this position recently notified police administration of her intent to retire in December of 2013.

This is a critical position within the Police Department with specialized technical and procedural institutional knowledge. It will be essential to identify a replacement for this position prior to the actual retirement of the employee currently assigned. Appointing a replacement prior to the retirement of the employee currently assigned will allow for the orientation and training necessary to make the replacement employee successful in the position. It is anticipated that this position will be overstaffed for a period of three (3) to four (4) months.

This classification is responsible for administrative and technical duties associated with the maintenance and control of Police property, evidence, found property, supplies; and to protect the integrity of evidence throughout the judicial process. The position of Evidence and Property Specialist is assigned to the Turlock Associated Police Officers for labor relations purposes and is subject to overtime assignments.

Due to the critical nature of this position, the Chief of Police should have the ability to select the most appropriate candidate and shall make the selection in compliance with City of Turlock Personnel System Rules and Regulations Section 16:10 (Rule of Five) regardless of the candidate's existing employment classification (full-time, part time, volunteer, etc). If no internal candidate is selected, an additional recruitment will be conducted by accepting applications from outside the Turlock Police Department.

If an internal candidate is selected, the Police Department will have a need to fill the vacancy created by the appointment of the selected candidate. Staff requests permission to fill that vacancy as soon as practical if an internal candidate is selected to fill the Evidence and Property Specialist position. Recruitment for this position will be conducted in-house and will be open to existing full-time, part-time, and volunteer staff. The in-house recruitment process will be conducted one time and open to all. However, the interview process will be segmented as follows:

1. Conduct interviews of full time staff. If no full time candidate is selected from the interview process; then
2. Conduct interviews of part time staff. If no part time candidate is selected from the interview process; then
3. Conduct interviews of volunteer staff. If no volunteer candidate is selected from the interview process; then
4. Conduct a new recruitment through a formal process including outside candidates.

The complete job description is included as Exhibit A.

3. BASIS FOR RECOMMENDATION:

- A. City Council approval is needed to fill full-time positions.

Strategic Plan Initiative: A. EFFECTIVE LEADERSHIP

Goal(s): c. Hire, develop and retain the best and most qualified employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Funding for this overhire position is currently allocated in the FY13/14 budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may direct staff not to overhire this position.

EXHIBIT A

Employment Job Descriptions

EVIDENCE AND PROPERTY SPECIALIST I/II

GENERAL INFORMATION

To perform administrative and technical duties associated with the maintenance and control of Police property, evidence, found property, supplies; and to protect the integrity of evidence throughout the judicial process.

This classification is assigned to the T.A.P.O. bargaining unit for labor relations purposes and is subject to overtime, call back and standby assignments.

DISTINGUISHING CHARACTERISTICS

Evidence and Property Specialist I: Positions in this classification will usually perform most of the duties required by the E&PS I and E&PS II; however, as compared to the E&PS II, is not expected to function at the same skill level and will usually exercise less independent discretion and judgment on matters related to work procedures and methods. Work is usually supervised while in progress and fits a pattern, which has been established and explained before the work is started. Generally, changes in procedures or exceptions are explained in detail as they arise.

Evidence and Property Specialist II: This is the journey level in the Evidence and Property Specialist series. Positions in this classification are flexibly staffed and are filled by advancement from the E&PS I classification. Appointment to the higher classification requires that the employee be performing the full range of technical duties and meet the qualification standards for the classification. All positions in this classification require the ability to work independently and exercise judgment and initiative.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from high level Management and Supervisory staff.

ESSENTIAL FUNCTIONS: Duties may include, but are not limited to the following:

- Serve as evidence custodian; receive, catalog and store evidence observing all the applicable rules, laws and regulations related to the chain of custody.
- Dispose of evidence according to established rules, procedures and time schedules.
- Periodically sends disposition notices to authorized persons (e.g., Investigating Officers, District Attorney's, or private counsel) for authority to hold or dispose of property; disposes of property when authorized and/or required retention period has elapsed, either by releasing to owner or releasing for auction or destruction.
- Work with superiors to develop, maintain, and modify inventory and security procedures of Police property, evidence, and supplies.
- Receive laboratory samples, maintain accurate chain of custody, and coordinate evidence testing activities and services with outside agencies and laboratories.
- Testify in Court regarding handling and chain of custody of evidence.
- Maintain records and files, including latent fingerprints; type, sort, index, record, verify, and file a variety of documents.
- Assist at public counter in taking reports of crime.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Basic English grammar, spelling, punctuation and report writing techniques

Ability to:

- Type at an acceptable rate of speed.
- Compile, analyze, interpret and report information accurately and quickly.
- Operate computerized software, related to both the entry and retrieval of information pertaining to property and evidence.
- Establish and maintain positive working relationships with the public and fellow workers.
- Act resourcefully with a minimum of supervision.

- Understand and carry out written and verbal instructions.
- Knowledge of safe method of handling, storing and safeguarding of property and materials, including hazardous materials.
- Ability to lift safely and carry moderately heavy and bulky objects.

EXPERIENCE AND EDUCATION

Evidence and Property Specialist I

Experience:

Two years experience working with the general public, recordkeeping, information intake, report writing, etc.

Education:

Completion of thirty (30) units of college course work in sociology, psychology, criminal justice, business administration, public administration or related field.

Evidence and Property Specialist II

Experience:

Two years experience as an Evidence and Property Specialist I with the City of Turlock.

Education:

Completion of thirty (30) units of college course work in sociology, psychology, criminal justice, business administration, public administration or related field.

In addition to experience, promotion to the Evidence and Property Specialist II classification may require a practical test process to demonstrate the ability to perform the full range of technical duties at the journey level.

LICENSE OR CERTIFICATE

Possession of an appropriate, valid California Driver's License at the time of appointment, to be maintained as a condition of continued employment.

DESIRABLE QUALIFICATIONS

Specialized training in Criminology, Police Science or a related field.

Training or experience in Property or Inventory Control.

WORKING CONDITIONS

Work is performed primarily in an office setting with occasional off-site assignments. The incumbent may routinely handle items containing odors, chemicals, blood, hazardous substances and bodily fluids. Work is occasionally performed within confined areas.

PHYSICAL REQUIREMENTS

Maintain physical ability and stamina to meet job duties including: see well enough to drive vehicles, obtain evidence; hear well enough to converse on the radio, telephone and in person; ability to distinguish odors and colors for identification purposes; bodily mobility to reach, stoop, lift, carry objects and climb a ladder to store and retrieve property and evidence on a shelf with multiple levels; use of hands and fingers to write reports and drive vehicles; must be able to lift and properly place 50 pounds of weight including but not limited to crime scene evidence and property.

Reviewed and Approved: _____

Personnel Officer Date

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
OVERHIRING OF ONE (1) EVIDENCE AND }
PROPERTY SPECIALIST WITHIN THE }
SPECIAL OPERATIONS DIVISION OF THE }
POLICE DEPARTMENT THROUGH AN }
INTERDEPARTMENTAL RECRUITMENT OF }
FULL-TIME, PART-TIME, AND VOLUNTEER }
STAFF, AND OUTSIDE RECRUITMENT IF }
NECESSARY IN COMPLIANCE WITH CITY }
OF TURLOCK PERSONNEL SYSTEM }
RULES AND REGULATIONS SECTION 16:01 }
(RULE OF FIVE) AND THE POTENTIAL }
RECRUITMENT OF A POSITION }
VACATED BY THE APPOINTMENT TO }
THE POSITION OF EVIDENCE AND }
PROPERTY SPECIALIST THROUGH AN }
IN-HOUSE RECRUITMENT OF FULL-TIME, }
PART-TIME, AND VOLUNTEER/INTERN }
STAFF, AND OUTSIDE RECRUITMENT IF }
NEEDED }

RESOLUTION NO. 2013-

WHEREAS, the City Council of the City of Turlock passed and adopted Personnel Resolution 89-38 on February 28, 1989, as directed under the provisions of Section 2-4-504 of the Turlock Municipal Code to adopt rules and regulations for the administration of the personnel system; and

WHEREAS, the Evidence and Property Unit of the Turlock Police Department is staffed by one (1) full-time, non-sworn staff member. The individual assigned to this position recently notified police administration of her intent to retire in December of 2013; and

WHEREAS, this is a critical position within the Police Department with specialized technical and procedural institutional knowledge. It will be essential to identify a replacement for this position prior to the actual retirement of the employee currently assigned. Appointing a replacement prior to the retirement of the employee currently assigned will allow for the orientation and training necessary to make the replacement employee successful in the position. It is anticipated that this position will be overstaffed for a period of three (3) to four (4) months; and

WHEREAS, due to the critical nature of this position, the Chief of Police should have the ability to select the most appropriate candidate and shall make the selection in compliance with City of Turlock Personnel System Rules and Regulations Section 16:01 (Rule of Five) regardless of the candidate's existing employment classification

(full-time, part-time, volunteer, etc.). If no internal candidate is selected, an additional recruitment will be conducted by accepting applications from outside the Turlock Police Department; and

WHEREAS, if an internal candidate is selected, the Police Department will have a need to fill the vacancy created by the appointment of the selected candidate. Staff requests permission to fill that vacancy as soon as practical should an internal candidate be selected to fill the Evidence and Property Specialist position.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize:

1. The overhiring of one (1) Evidence and Property Specialist within Special Operations Division of the Police Department through an interdepartmental recruitment of full-time, part-time, and volunteer staff, and outside recruitment if needed in compliance with City of Turlock Personnel System Rules and Regulations Section 16:01 (Rule of Five); and

2. The potential recruitment of a position vacated by an internal appointment to the position of Evidence and Property Specialist through an in-house recruitment of full-time, part-time, and volunteer/intern staff and outside recruitment if needed, utilizing the following segmented interview process:

1. Conduct interviews of full time staff. If no full time candidate is selected from the interview process; then
2. Conduct interviews of part time staff. If no part time candidate is selected from the interview process; then
3. Conduct interviews of volunteer staff. If no volunteer candidate is selected from the interview process; then
4. Conduct a new recruitment through a formal process including outside candidates.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of July, 2013, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California



Council Synopsis

5N

July 9, 2013

From: Tim Lohman, Fire Chief

Prepared by: Ron Reid, Interim Assistant City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the Mayor and City Manager to sign and mail letters of support for the Fire Sprinkler Incentive Act – Senate Bill S.1163 (Carper – 2013)

2. DISCUSSION OF ISSUE:

The City of Turlock has learned that the Fire Sprinkler Incentive Act was introduced on June 13, 2013. This Legislation has been introduced in various forms in both the House and the Senate since 2003. Its current form would amend the 1986 Internal Revenue Code by classifying fire sprinkler retrofits as either a Section 179 deduction or a fifteen (15) year property for purposes of depreciation. Staff strongly supports the resurrection and passage of Senator Carper's Bill and recommends Council authorize the Mayor and City Manager to mail letters of support for the action proposed.

The City of Turlock believes that the introduction of fire sprinklers in older buildings, constructed prior to current sprinkler standards, will greatly enhance the survivability of structure fires and reduce the nearly four thousand (4,000) deaths that occur nationally every year as the result of fire. No single incident better highlights the need for sprinklers more than what occurred on Wednesday, February 20, 2003 (the impetus of this reoccurring legislation).

Our nation mourned as the details of the Station Nightclub Fire in Warwick, Rhode Island, were revealed. Nearly one hundred (100) people perished in the inferno and the incident highlighted the need to install fire sprinklers in older, high-occupancy buildings. Staff believes that an incentive for the introduction of sprinklers into older buildings could influence those who might provide such costly lifesaving standards.

The Fire Sprinkler Incentive Act amends the Internal Revenue Code to allow: (1) 100% expensing in a current taxable year of the cost of an automated fire sprinkler system; and (2) accelerated depreciation (i.e., a fifteen-year recovery

period) of such automated fire sprinkler systems that are installed in buildings where the floor of any occupiable story is greater than seventy-five (75) feet above the lowest level of fire department vehicle access. It is believed this incentive will help to enhance safety and save lives, to possibly include local residents. For that reason, staff recommends Council authorizes the letter of support.

3. BASIS FOR RECOMMENDATION:

Strategic Plan Initiative:

Goal(s):

Strategic Plan Initiative:

Goal(s):

Not specifically identified within the City Strategic Plan, as the issue pertains to a Federal legislative issue that could affect local government to include the City of Turlock.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable.

7. ALTERNATIVES:

Council could choose not to take action on the legislation.

June 18, 2013

The Honorable Senator Tom Carper
513 Hart Senate Office Building
Washington, DC 20510

**RE: Senate Bill – S.1163: Fire Sprinkler Incentive Act
Notice of Support**

Dear Senator Carper,

The City of Turlock, California, has been made aware of the resurrection of the Fire Sprinkler Incentive Act. The City strongly supports the reintroduction and passage of S.1163.

Our nation mourned as the details of the Station Nightclub Fire in Warwick, Rhode Island were revealed. Nearly 100 people perished in the inferno and the incident highlighted the need to install fire sprinklers in older, high-occupancy buildings. The City of Turlock believes that an incentive for the introduction of sprinklers into older buildings could influence those who might provide such costly lifesaving standards which would greatly enhance the survivability of structure fires and reduce the nearly 4000 deaths that occur nationally every year as the result of fire.

For these reasons, the City of Turlock supports the Fire Sprinkler Incentive Act.

Sincerely,

Roy W. Wasden

cc: Senator Anthony Cannella, FAX: (916) 445-0773
Assembly Member Kristin Olsen, FAX: (916) 319-2112



Council Synopsis

7A

July 9, 2013

From: Robert A. Jackson, Chief of Police

Prepared by: Carl E. Nielsen, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Ordinance: Repealing Turlock Municipal Code Title 4, Chapter 6, Article 2, regarding Parking Meter Zones

2. DISCUSSION OF ISSUE:

The proposed municipal code amendment is to the City of Turlock Municipal Code, specifically Chapter 4-6-2, Parking Meter Zones.

This proposed repeal of this ordinance is based upon the fact that the City of Turlock no longer has parking meters within the city and is not planning the installation of parking meters in the future; therefore this ordinance is no longer necessary.

3. BASIS FOR RECOMMENDATION:

A) The last major review of municipal code section 4-6-2 occurred in 1992. Since 1992, our community has phased out parking meters.

STRATEGIC PLAN:

Strategic Plan Initiative: D. MUNICIPAL INFRASTRUCTURE

Goal(s): b. Address Growth-Related Issues

v. Impact on current transportation system.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable

7. ALTERNATIVES:

Not adopt the proposed change to the municipal code.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REPEALING TURLOCK }
MUNICIPAL CODE TITLE 4, CHAPTER 6, }
ARTICLE 2, REGARDING PARKING METER }
ZONES }
_____ }

ORDINANCE NO. -CS

WHEREAS, the City of Turlock no longer has parking meters within the city and is not planning the installation of parking meters in the future.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. REPEALED: Title 4, Chapter 6, Article 2 is hereby repealed in its entirety:

ARTICLE 2. PARKING METER ZONES

~~4-6-201 Zones designated:~~

~~The parking meter zones of the City are described as follows:~~

- ~~(a) Lander Avenue between West Olive Street and a point 139 feet south of the center line of Columbia Street on the west side of Lander Avenue, and between West Olive Street and Columbia Street on the east side;~~
- ~~(b) Third Street from Market Street to a point 100 feet south of Market Street;~~
- ~~(c) Market Street from Main Street to South Broadway;~~
- ~~(d) North and South Broadway from Florence Street to A Street;~~
- ~~(e) North and South First Street from West Olive Street to A Street;~~
- ~~(f) North and South Center Street from East Olive Street to Marshall Street;~~
- ~~(g) North and South Highway 99 from East Olive Street to Crane Street;~~
- ~~(h) North and South Thor Street from East Olive Street to Crane Street;~~
- ~~(i) West and East Olive Street from Laurel Street to Palm Street;~~
- ~~(j) West and East Main Street from Lander Avenue to Palm Street;~~
- ~~(k) Fourth Street on the east side from Lander Avenue to A Street; and~~
- ~~(l) South Palm Street from East Main Street to Crane Street.~~

~~(787-CS, Renumbered, 08/27/1992, 4-6-01)~~

4-6-202 Parking limits: Establishment.

The period of time during which a vehicle may be parked in any parking meter zone shall be established by resolution of the Council.

(787 CS, Renumbered, 08/27/1992, 4-6-02)

4-6-206 Parking permits: Authorized.

The Police Chief is hereby authorized to issue permits for the occupancy of parking spaces without regard to parking time limitations.

(787 CS, Renumbered, 08/27/1992, 4-6-06)

4-6-207 Parking permits: Purpose and uses.

Permits may be issued to persons for the purpose of occupying space in limited parking zones upon the following conditions and for the following uses and purposes only:

(a) For the use and occupation of parking spaces for building and construction materials and equipment incidental to building or construction activities being carried on in the parking meter zones or where the use of parking spaces is deprived the public generally because of the nature of the construction or building activities being performed; and

(b) For the parking of vehicles and equipment, the use of which is necessary and incidental to, and directly connected with, the work and services being performed in or about a building or other establishment. For the purposes of this subsection, vehicles and equipment are necessary and incidental where the performance of the work or services is dependent upon the presence of such vehicles or equipment and of a nature which cannot be carried on in the absence thereof.

(787 CS, Renumbered, 08/27/1992, 4-6-07)

4-6-208 Parking permits: Applications.

Applications for such parking permit shall require the following information:

(a) The name and address of the applicant;

(b) The type of business;

(c) The material and equipment or number and identification of vehicles for which the permit will be used;

(d) A statement of the need for the use of the permit;

(e) The estimated use to which the permit will be put;

(f) The number of permits desired;

(g) The length of time the permit shall be required; and

~~(h) Such other relevant information as the Police Chief shall require.~~

~~(787 CS, Renumbered, 08/27/1992, 4-6-08)~~

~~4-6-209 Parking permits: Issuance.~~

~~Such permits shall be issued, after applications are made therefor, only when the circumstances indicate to the Police Chief that there is a need to exempt the applicant from parking control for reasons of convenience and necessity.~~

~~(787 CS, Renumbered, 08/27/1992, 4-6-09)~~

~~4-6-210 Parking permits: Restrictions.~~

~~(a) Permits issued pursuant to the provisions of subsection (a) of Section 4-6-207 of this chapter shall be for the use of specified space.~~

~~(b) Permits issued pursuant to the provisions of subsection (b) of Section 4-6-207 of this chapter shall be for general use, except in twelve (12) minute and loading zones.~~

~~(787 CS, Renumbered, 08/27/1992, 4-6-10)~~

~~4-6-211 Parking permits: Revocation.~~

~~The Police Chief shall revoke a permit issued pursuant to the provisions of this chapter when the circumstances and need under which the permit was granted no longer exist.~~

~~(787 CS, Renumbered, 08/27/1992, 4-6-11)~~

~~4-6-223 Exemptions from provisions.~~

~~(a) Official and Emergency Vehicles. Official motor vehicles of the Police Department and other official motor vehicles of the City, including Fire Department vehicles, and other emergency motor vehicles described in the Vehicle Code of the State shall be exempt from the provisions of this chapter.~~

~~(b) Disabled persons. Notwithstanding any of the other provisions of this chapter, physically incapacitated war veterans and other persons entitled to, and using, specially constructed automobiles because of such incapacity shall be entitled to park such automobiles free of charge and overtime during all hours when it is otherwise lawful for an automobile to be parked in the same zone; provided, however, any veteran or other person so entitled shall possess a card issued by the Police Chief certifying that such veteran or other person meets the requirements of this section and identifying the specially constructed automobile, and such card shall be exhibited when so requested by any police officer.~~

~~(787 CS, Renumbered, 08/27/1992, 4-6-23)~~

~~4-6-224 Provisions supplemental to other regulations.~~

~~The provisions of this chapter shall be deemed to be in addition and supplementary to, and not in conflict with, nor a repeal of, existing regulations of the City, but shall be deemed to be additional provisions for the regulations of traffic and parking.~~

~~(787 CS, Renumbered, 08/27/1992, 4-6-24)~~

4-6-225 Violations: Penalties.

~~(b) Violations: Notices. The Police Chief shall cause to be attached to any vehicle parked in violation of the provisions of this chapter a notice stating that it has been parked in violation of the provisions of this chapter and instructing the owner or operator to report to the Judge of the Justice Court of the Turlock Judicial District in regard to such violation.~~

~~(787 CS, Renumbered, 08/27/1992, 4-6-25)~~

SECTION 2. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 3. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of July, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ____ day of _____, 2013.

JOHN S. LAZAR, Mayor

ATTEST:

Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California



Council Synopsis

7B

July 9, 2013

From: Roy W. Wasden, City Manager

Prepared by: Ron Reid, Assistant to the City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Establishing the Turlock Downtown Property Owners Association's Property and Business Improvement District #3

2. DISCUSSION OF ISSUE:

The Property and Business Improvement District Law of 1994 (California Streets and Highways Code Section 36600 et. seq.) authorizes cities to establish property improvement districts. The improvements authorized include a variety of issues to include maintenance, streetscape improvements, promotions, and district activities. Districts are funded through the levy of assessments upon the real property that benefit from those assessments.

City Council originally established the Turlock Downtown PBID on August 6, 1998 for a (5) year term. Council then authorized the renewal of the PBID on June 24, 2003, for ten (10) additional years.

On May 14th, 2013, property owners in the Turlock Downtown PBID presented petitions asking the City of Turlock to initiate special proceedings to renew the Turlock Downtown PBID for an additional ten (10) years. Council recognized the petition, authorizing the ballot process required for renewal.

With Council's authorization, state law requires the City to initiate a balloting process for the property owners in the area to be considered for the PBID. Ballots were provided to each property owner for their return by the July 9, 2013, Council meeting and shall be weighted by the total first floor square footage of the properties within the PBID area. The sealed ballots will be opened and tallied during the July 9, 2013, meeting.

Before Council is the recommendation to accept the ballots to renew the Turlock Downtown PBID and, should a majority of these weighted ballots be cast in favor of the PBID (commonly referred to as PBID No. 3), staff recommends that Council proceed to adopt the attached resolution forming the PBID No. 3.

3. BASIS FOR RECOMMENDATION:

Strategic Plan Initiative: H. POLICY INITIATIVE – COMMUNITY PROGRAMS AND FACILITIES AND INFRASTRUCTURE:

Goal(s): c. i) Partner with community stakeholders to promote Turlock as a tourist destination for the arts, sports, facilities, and special events. .

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact – The City will receive \$2500.00 annually, to fund 706, to recover costs associated with staff time – working with the County Auditor/Controller's Office, reconciliation, and receipting of the properties participating in the PBID.

5. CITY MANAGER'S COMMENTS:

Recommend authorization.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Refuse the request of the TDPOA and let the Turlock Downtown PBID expire.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ESTABLISHING }
THE TURLOCK DOWNTOWN }
PROPERTY OWNERS ASSOCIATION'S }
PROPERTY AND BUSINESS }
IMPROVEMENT DISTRICT #3 }
_____ }

RESOLUTION NO. 2013-

WHEREAS, the Property and Business Improvement District Law of 1994 (California Streets and Highways Code Section 36600 et. seq.) authorizes cities to fund property related improvements, maintenance and activities through the levy of assessments upon the real property that benefits from those assessments; and

WHEREAS, as authorized by the Act, the City Council originally established the Turlock Downtown PBID by Resolution No. 98-153 on August 6, 1998; and

WHEREAS, as authorized by the Act, the City Council renewed the Turlock Downtown PBID by Resolution No. 2003-147 on June 24, 2003; and

WHEREAS, since establishment in 1998, this PBID has successfully provided improvements and activities for fifteen (15) years as authorized in the referenced legislation and Resolutions; however the PBID is expiring; and

WHEREAS, property owners in the Turlock Downtown presented petitions asking the City of Turlock to initiate special assessment proceedings to renew the Turlock Downtown Property and Business Improvement District for an additional ten (10) years in accordance with the Property and Business Improvement District Law of 1994 for the purpose of undertaking and implementing the District Management Plan, summarized in Attachment A; and

WHEREAS, the PBID #3 will levy annual assessments against each property in the district equal to \$.3779 per square foot of area of the ground floor of the building located on the property with an option for annual increase of 2.5%, if necessary for operations; and

WHEREAS, the monies raised through the assessments are to be spent on those items specified in the District Management Plan submitted with the petition; and

WHEREAS, on May 14, 2013, the Turlock City Council, in response to the petition, adopted a Resolution of Intention and set a hearing date of July 9, 2013 to conduct an assessment ballot count; and

WHEREAS, the City Clerk has given notice by mail to, and sent an assessment ballot to, the record owner of each identified parcel proposed to be assessed in the Turlock Downtown Property and Business Improvement District; and

WHEREAS, Government Code §53753 states that the assessment cannot be formed if a majority protest exists; and that a majority protest exists if the assessment ballots submitted, and not withdrawn, in opposition to the proposed assessment exceed the assessment ballots submitted, and not withdrawn, in its favor, weighting those assessment ballots by the amount of the proposed assessment; and

WHEREAS, following the public hearing on July 9, 2013, the City Clerk tabulated the assessment ballots submitted and not withdrawn, in support of or in opposition to the proposed assessment, and found that a majority protest did not exist against establishment of the Turlock Downtown PBID and the special assessments that will be imposed to finance the services and activities that will be provided by the District.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock as follows:

1. Pursuant to California Streets and Highways Code §36600 *et seq.*, the City Council hereby establishes the renewal of the Property and Business Improvement District to be named the Turlock Downtown Property and Business Improvement District (PBID #3), and finds that the properties within the boundaries of the PBID #3 will be benefited by the services, improvements, and activities to be provided by the District, as described in the District Management Plan, summarized in Attachment A.

2. The proposed boundaries of the PBID #3 shall remain the same as already established and as set forth in the District Management Plan, summarized in Attachment A and available in the Turlock Downtown Property Owners Association office at the address specified in Attachment A, and that the PBID #3 has been supported by an Engineer's Report on file with the City of Turlock's Engineering Department, and supports the assessments.

3. The improvements and activities proposed are as provided in the summary included in Attachment A, and as available in the complete Management District Plan that is available to all property owners at the address specified in Attachment A.

4. Council hereby levies assessments on property within the boundaries of the PBID according to the method and basis described in Attachment A, and the revenue from the levy of assessments on property within the District shall not be used to provide improvements or activities outside the District or for any other purposes other than the purposes specified in the Resolution of Intention and the District Management Plan.

5. The properties within the District may be subject to amendments to the District boundaries, amounts of assessment, improvements or activities by the City Council, after notice to the record owner of parcels within the District, according to procedures described in the Property and Business Improvement District Law of 1994 (California Streets and Highways Code Section 36600 *et. seq.*).

6. The assessments authorized by this Resolution shall be collected as set forth in Sections G and H of the District Management Plan, and shall appear as a separate line item on the property tax bill to be collected by the County of Stanislaus. All laws applicable to the enforcement and appeal of property taxes shall apply to the assessments authorized by this Resolution.

7. The City Clerk provided notice of the public hearing set for July 9, 2013, as provided in Section 36623 of the Act and Section 54954.6 of the Government Code, which included the publication of the intent to consider the renewal of the Turlock Downtown Property and Business Improvement District in a newspaper of general circulation in the City of Turlock once, at least seven (7) days before the public hearing and the mailing of a complete copy of said intent by first class mail to each property owner to be assessed in the PBID and each local chamber of commerce and business organization known by the City Council to be located within the proposed PBID no later than 10 days before the public hearing. The public hearing was held on July 9, 2013, not more than 60 days after the adoption of the May 14, 2013 Resolution.

8. A public hearing was held before City Council on July 9, 2013, in the Council Chambers, 156 S. Broadway, Turlock, California (following the hearing, the Council adopted the ordinance renewing the PBID #3). At the hearing the Council heard all interested persons for or against the renewal of PBID #3, the extent of the PBID #3, and the furnishing of specified types of improvements and activities.

9. The City Clerk shall certify to the passage of this Resolution and cause the same to be published in accordance with the Act.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of July, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Kellie E. Weaver, City Clerk,
City of Turlock, County of
Stanislaus, State of California

EXHIBIT A
SUMMARY OF THE MANAGEMENT DISTRICT PLAN

The Management District Plan provides for the provision of maintenance, events and promotion, special projects, and district management. The Turlock Downtown Property and Business Improvement District shall be established for ten (10) years and will raise approximately \$136,867.00 in the first year in assessments.

The Turlock Downtown Property and Business Improvement District will deliver services in a 7-block commercial area of Downtown Turlock.

The properties which are included in the District are set forth in the attached map. Services include maintenance of landscape and hardscape, such as sidewalk cleaning, graffiti and litter removal, and a part-time employee; special projects include promotions, marketing, retail retention and recruitment, holiday decorations and banners; capital improvements to parking lots; and advocacy to promote business interests and allow the Turlock Downtown Property and Business Improvement District community to speak with one clear voice.

Annual assessments on property are based on the special benefit the property receives from the proposed services.

In year one, annual assessment on property and buildings is \$136,867.00 (\$.3779 per square foot of first floor space of a building). A maximum increase of 2.5% per year will be calculated and added to each assessment. This 2.5% increase will begin in year two. Because they do not benefit, single family residential properties shall not be assessed. Because of reduced benefit, properties owned by charitable tax-exempt organizations qualify for a reduction in assessments in proportion to the real property tax exemption currently applied.

<p>Turlock Downtown Property and Business Improvement District Annual Assessment Rates – Year One Rate per First Floor Square Footage of a building per year : \$0.3779</p>

A complete Management District Plan can be obtained from or if you have any questions, please contact: Turlock Downtown Property Owners Association
310 East Main Street, Suite D
Turlock, California 95380
(209) 634-6459
email: turlockdowntown@yahoo.com

The Management District Plan shall be furnished upon request.



Council Synopsis

July 9, 2013

8A

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED: None - For Informational Purposes Only

Staff is seeking guidance and direction from the Council regarding residential street closures, particularly as it relates to fees and insurance requirements.

2. DISCUSSION OF ISSUE:

History

The City provides Residential Street Closure Permits to residents who seek to close the street in front of their home for block parties or other small, short-duration events. These closures are encouraged by the City as a way for residents to get to know one another and to promote neighborhood cooperation, communication and understanding.

Staff will approve an average of 30-40 applications per year with a majority of the applications sought for 4th of July celebrations in July and National Night Out celebrations in August. Many of the applicants are repeat applicants that submit their closure information annually on behalf of their neighborhood.

Process

To obtain this permit the applicant submits an application to the Engineering Division, which reviews the impact to the surrounding neighborhood and the transportation network. Streets that are primary collectors and arterials are generally not approved for closure, while residential streets and cul-de-sacs are generally approved. Staff will generate a traffic control plan to indicate the appropriate placement of the required barricades and signs and attach the traffic control plan to the application.

Staff will then forward the application, via email, to the Police and Fire Departments for a public safety review. Engineering staff will notify the applicant of the approval or denial of the application via phone, email, or U.S. mail as requested by the applicant.

The applicant is responsible for notifying their neighbors of the upcoming closure, as well as for ensuring that affected persons are allowed access to their homes. The applicant is also required to obtain all of the necessary traffic control at their expense, which can be rented from an area traffic control rental facility. Furthermore, the applicant is required to agree to a list of requirements as a condition of approval.

The City does not charge any fees associated with this permit nor has the City previously required insurance to be provided.

Turlock Municipal Code Insurance Requirements

Staff was recently made aware of requirements in the Turlock Municipal Code 1-6-01(a) that requires insurance to be provided for all street closures, to include residential street closures where no construction work is being performed. Once this information was brought to light, staff met to discuss it. Upon the recommendation of the City Attorney and direction of the City Manager, staff began immediately requiring insurance from all new applicants at the time of application. These insurance requirements, which are similar to requirements used for other City facilities, are shown below:

“Turlock Municipal Code Section 1-6-01(a) requires permit applicants to obtain insurance coverage to protect the City of Turlock from liability for any personal injury or property damage sustained or alleged to result from the issuance of the street closure permit. All applicants must provide proof of general liability insurance in the amount of \$1,000,000 which includes the City of Turlock as an additional insured. This coverage may be obtained through the applicant's homeowner's policy or a third-party provider of special events policies.

An Additional Insured Endorsement naming “the City of Turlock, its elective and appointive boards, officers, agents, employees, and volunteers” as additional insured must accompany the Certificate of Insurance. If the policy includes an automatic or blanket additional insured endorsement, the certificate must state that the City is an automatic or blanket additional insured. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.”

Staff is providing applicants with several options for meeting these requirements:

- (1) Provide proof of insurance through the applicant's own insurance carrier, such as through an insurance rider on their existing homeowners policy or renters policy, and provide a copy to the City; or

(2) Purchase special event insurance through a third-party carrier and provide a copy to the City; or

(3) Purchase special event insurance through HUB International Insurance, Inc. (HUB), a third-party insurance carrier recommended by the City's Risk Management Authority and provided by the City. Staff can issue a policy to the applicant and collect fees from the applicant on behalf of HUB, which simplifies the process for applicants and allows them to not involve their homeowners or renters insurance carrier.

HUB classifies street closures as a Class II event and charges \$147 for events with 1-50 attendees or \$162 for events with 51-500 attendees. The City does not profit from providing this service; 100% of revenue collected is forwarded to HUB by Staff on a monthly basis. Any claims that arise as a result of the event are dealt with directly between the applicant and HUB.

Short-term Impacts

These changes to policy occurred on June 17, 2013. Applicants who had waited to submit street closure applications for the 4th of July until after this date were advised of the changes. The applicants' had expected the process to have no-cost, only to find out it would now cost around \$150.

Some applicants immediately withdrew their application, while others mentioned that they would be calling their current insurance carrier for a quote. Most applicants were frustrated with this change, which could be attributed to the change itself, as well as the unexpected delay that limited their ability to complete the paperwork in time for approval.

Staff has already observed a reduction in the number of applications submitted for the 4th of July and anticipates a similar reduction in National Night Out application submissions.

Long-term Impacts

The long term impacts of a continuation of the current policy are likely two-fold:

(1) The applicant and the City will be further insulated from any claims that may occur at an approved event due to the general liability insurance provided.

(2) A reduction in the number of applications received from citizens who may feel the newly enforced requirements are overly burdensome or too expensive, resulting in either fewer street closures or unauthorized street closures.

Clarification of Policy

Staff is seeking clarification to determine the Council's desire for requirements relative to residential street closures. In particular, Staff has two questions:

(1) Should the City charge a residential street closure application fee?

To date, no fee has been charged. Staff has determined that an application fee of \$40 would offset the fully burdened hourly rate for Engineering staff to process each application. While this fee would assist with cost recovery, it could potentially reduce the number of applications submitted as well, especially if insurance requirements are maintained resulting in a total cost to the citizen in excess of \$200.

(2) Should the City require general liability insurance from the applicant?

Requiring insurance from applicants provides the best legal protection from claims in the event that accidents occur. However, the cost associated with this coverage, coupled with the frustration from long-time residents not accustomed to this requirement, could result in either a reduction of applications submitted, an increase in unauthorized closures, or both. Waiving insurance requirements would likely encourage citizens to apply, while at the same time increasing liability to City.

If the Council desires to maintain the existing insurance requirements, no formal changes are needed. Staff would revise the application form to reflect this permanent change. If the Council desires to waive the insurance requirements, then either an amendment to the above referenced ordinance would be required (broad application) or a resolution would need to be passed that authorizes the City Manager to waive the required insurance provisions for these types of events (narrow application).

In providing direction it may be helpful to understand how other regional agencies manage residential street closures in their respective jurisdictions:

- (1) Stanislaus County charges a \$50 application fee and requires insurance in the amount of \$1,000,000.
- (2) The City of Modesto charges a \$12.50 application fee and does not require the applicant to provide insurance.
- (3) The City of Ripon does not charge an application fee and does not require the applicant to provide insurance.
- (4) The City of Merced does not charge an application fee, but does require insurance in the amount of \$500,000. However, they will waive that insurance requirement for applicants that demonstrate a financial need.
- (5) The City of Stockton does not charge an application fee and does require insurance in the amount of \$300,000; however, they also require a \$500 deposit for street cleaning.

3. BASIS FOR RECOMMENDATION:

N/A

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

A determination to charge an application fee of \$40 would result in an increase in revenue of approximately \$1,400 per year, depending on the number of application submitted, with decreases of the same amount in monies required from the General Fund as a subsidy to the Engineering Division. Requiring insurance from applicants wouldn't have a direct financial impact, though the risk of large losses due to claims would be minimized.

5. CITY MANAGER'S COMMENTS:

N/A

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

N/A



Council Synopsis

July 9, 2013

8B

From: Dan Madden, Municipal Services Director

Prepared by: Dan Madden, Michael Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Directing Turlock Scavenger to deliver to Merced County Regional Waste Management Authority a minimum of ninety (90%) percent of the non-diverted refuse/solid waste collected by Turlock Scavenger for a period not to exceed one hundred and twenty (120) calendar days

2. DISCUSSION OF ISSUE:

Council may recall a staff update, provided in October of 2012, indicating there may be an opportunity to save costs through an alternative location for refuse/solid waste disposal. The item before Council is to provide interim direction to Turlock Scavenger to deliver non-diverted refuse/solid waste from Turlock to Merced County Solid Waste Authority (MCSWA) for a period of 120 calendar days, during which time a long term disposal agreement may be developed.

Turlock Scavenger is the City's contract franchise hauler for refuse/solid waste collected within the City limits, pursuant to the existing agreement between the City and Turlock Scavenger dated October 22, 1991. Of the refuse/solid waste collected, a portion of the total collected is diverted for composting (green waste) and recycling, the remaining portion is disposed at the County landfill or incinerated at the Waste to Energy facility. The portion of solid waste under consideration here is that amount of refuse/solid waste destined for the landfill or incineration.

In 2012, Stanislaus County approved a long term agreement with Covanta Energy for the operation and maintenance of the Waste to Energy facility (WTE). This facility is an integral part of refuse/solid waste management within Stanislaus County. With the approval of the agreement, effective July 1, 2012, the "tipping" (disposal) fees to users of the WTE increased from \$28.00/ton to 39.00/ton with a scheduled increase to \$39.29/ton on July 1, 2013. Prior to these increases, the preference has been to deliver refuse/solid waste to the WTE due to the lower tipping fees. Tipping fees to the Stanislaus County landfill remain at \$33.00/ton.

With these changes, Turlock staff and Turlock Scavenger endeavored to see if a lower cost alternative was available that would benefit the City's residents and businesses, as Turlock Scavenger has requested an increase in rates to offset the cost of the higher tipping fees.

Merced County Solid Waste Authority (MCSWA) has tentatively proposed a ten year agreement in exchange for delivery of Turlock's non-diverted refuse/solid waste. MCSWA is proposing a tipping fee of \$18.00/ton with annual escalation tied to the Consumer Price Index. Compared to the current tipping fee to utilize the WTE at \$39.00/ton, there is the potential for significant long term savings and rate stability by taking solid waste to Merced County.

MCSWA is looking to augment its revenue stream to satisfy its revenue bond requirements. These bond requirements also stipulate that any agreement developed for solid waste disposal must be made between two public agencies rather than public agency and a private enterprise. Additionally, the City must require, as part of its franchise agreement, that Turlock Scavenger deliver a minimum percentage of refuse/solid waste to MCSWA for disposal. Once the long term agreement is developed and ratified by MCSWA and the City, these covenants will be satisfied.

The fee Turlock Scavenger charges for transfer of City refuse/solid waste will increase from \$18.00/ton to \$21.00/ton. This is due to the additional distance to the MCSWA facility. With these costs, the total cost to dispose of non-diverted refuse/solid waste to MCSWA will be \$39.00/ton as compared to \$57.00/ton to the WTE and \$51.00/ton to Stanislaus County landfill.

The current request before the Council is to provide specific direction to Turlock Scavenger to deliver not less than 90% of the refuse/solid waste currently collected to the MCSWA. This direction would be in effect for a period not to exceed One Hundred-Twenty (120) calendar days.

In the event a final agreement is developed for Council consideration, an amendment to Turlock Scavenger's franchise agreement with the City would have to be approved by the City Council. .

3. BASIS FOR RECOMMENDATION:

Recent changes in fees for disposal of refuse/solid waste to Stanislaus County disposal facilities necessitated the need to reevaluate where the City's franchise hauler delivered refuse/solid waste for disposal.

The proposal from MCRWMA provides a costs saving to the City and its citizens and may provide long-term rate stability, while at the same time meeting State mandates for refuse/solid waste disposal.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): c. Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as the Stanislaus County Fair, California State University Stanislaus, and the Turlock Unified School District.

Interregional cooperation for the benefit of the City of Turlock and participating agencies and businesses.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

In the short term, Turlock Scavenger will see savings in tipping fees which will offset increased costs that Turlock Scavenger has been absorbing since July of 2012 as well as other operating cost increases. When an agreement is developed for Council consideration additional information on the fiscal impact to the City and its residents will be provided at that time.

Budget Amendment: N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Not pursue alternative locations for disposal of refuse/solid waste collected in Turlock. This is not recommended as the City would forego the opportunity for costs savings and long-term rate stability for its residents and businesses.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

DIRECTING TURLOCK SCAVENGER TO }
DELIVER TO MERCED COUNTY }
REGIONAL WASTE MANAGEMENT }
AUTHORITY A MINIMUM OF NINETY }
PERCENT (90%) OF THE NON-DIVERTED }
REFUSE/SOLID WASTE COLLECTED BY }
TURLOCK SCAVENGER FOR A PERIOD }
NOT TO EXCEED ONE HUNDRED AND }
TWENTY (120) CALENDAR DAYS }
_____}

RESOLUTION NO. 2013-

WHEREAS, recent increases in costs by Stanislaus County have facilitated the City of Turlock and Turlock Scavenger to seek lower cost alternatives for refuse/solid waste disposal; and

WHEREAS, Merced County Regional Waste Management Authority (MCRWM) has tentatively proposed a ten (10) year agreement in exchange for delivery of Turlock's refuse/solid waste at a rate of \$18.00/ton; and

WHEREAS, the proposal from MCRWM provides a cost savings to the City and its citizens and meets state mandated criteria for refuse/solid waste disposal; and

WHEREAS, pending the development of a long term agreement with MCRWM, staff recommends an interim proposal for 120 calendar days, directing Turlock Scavenger to deliver non-diverted refuse/solid waste to MCRWM.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby: authorize Turlock Scavenger to deliver a minimum of ninety percent (90%) of the non-diverted refuse/solid waste collected by Turlock Scavenger to Merced County Regional Waste Management Authority for a period not to exceed one hundred and twenty (120) calendar days.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of July, 2013, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California



Council Synopsis

80

July 9, 2013

From: Roy Wasden, City Manager
Prepared by: Toni Cordell, Staff Services Technician
Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the City of Turlock Safety Program and authorizing the implementation of the procedures and general safety orders outlined within, effective immediately

2. DISCUSSION OF ISSUE:

At the City of Turlock, employees are our most important asset and their well-being is our greatest responsibility. The health and safety of every employee, as well as the public, must be primary in every business decision and plan.

Minimizing employee accidents, improved working conditions and employee morale, reduced employer costs, and enhanced conditions for the employees are only a few of the many benefits to working safely. These alone make it worth the effort to establish a thorough safety program for the City. However, employee benefit is not the only motivation for implementing a formal safety program. There are many regulatory requirements mandated by the State of California regarding safety policies, reporting and record keeping procedures. By establishing a formal safety program, the City provides a safe workplace environment, and creates organized, structured guidelines to ensure compliance with government imposed requirements.

As such, the City of Turlock Central Safety Committee has developed a comprehensive Safety Program which outlines the roles and responsibilities of every employee within the organization. The components of this program are of a general, safety-based nature and are not meant to supersede any specific departmental policies or certification based requirements.

As Federal and State legislation is continually being revised and new requirements are imposed, and to ensure that the integrity and effectiveness of this safety program is maintained, a review will be conducted by the Central Safety Committee upon any personnel change of the Chairman position. Should there be any substantial changes made to the Safety Program, the Committee will submit the revisions to the Council for formal approval.

3. BASIS FOR RECOMMENDATION:

- A. The City of Turlock's primary concern is for the safety and wellbeing of its employees.
- B. The proposed Safety Program will provide a general guideline for safe work practices and an overview of the roles and responsibilities of every employee with regard to safety in the workplace.

Strategic Plan Initiative: A. POLICY INITIATIVE – EFFECTIVE LEADERSHIP

Goal(s): b. internal department improvement procedures

4. FISCAL IMPACT / BUDGET AMENDMENT: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Not adopt the Safety Program. This is not recommended because the City of Turlock values employee welfare, and their safety is a top priority. Further, the Program provides a structured, documented guideline that will aid in regulatory compliance with State and Federal programs.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE }
CITY OF TURLOCK SAFETY PROGRAM }
AND AUTHORIZING THE }
IMPLEMENTATION OF THE PROCEDURES }
AND GENERAL SAFETY ORDERS }
OUTLINED WITHIN, EFFECTIVE }
IMMEDIATELY }
_____ }

RESOLUTION NO. 2013-

WHEREAS, at the City of Turlock, employees are our most important asset and their well-being is our greatest responsibility; and

WHEREAS, implementing a structured, documented Safety Program is key in minimizing employee accidents, improving working conditions and employee morale, reducing employer costs, and enhancing conditions for employees; and

WHEREAS, there are many regulatory requirements mandated by the State of California regarding safety policies, reporting and record keeping procedures; and

WHEREAS, by establishing a formal safety program, the City provides a safe workplace environment, and creates an organized, structured guideline to ensure compliance with regulatory requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the City of Turlock Safety Program (Attachment A) and authorize the implementation of the procedures and general safety orders outlined within, effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of July, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

CITY OF TURLOCK



Central Safety Committee
May 2013

CITY OF TURLOCK SAFETY PROGRAM

At the City of Turlock, employees are our most important asset and their well-being is our greatest responsibility. The health and safety of every employee, as well as the public, must be primary in every business decision and plan.

A good safety record is evidence of effective management. The objectives of our health and safety programs are both humanitarian and economic. It is our policy to do everything reasonable to protect our employees, property, and the public from the results of accidents. Everyone in this organization is expected to actively support and participate in the health and safety program and accept the premise that "accidents can be prevented."

Minimizing employee accidents, improved working conditions and employee morale, reduced employer costs, and enhanced conditions for the employees are only a few of the many benefits to working safely. These alone make it worth the effort to establish a thorough safety program for the City. However, employee benefit is not the only motivation for implementing a formal safety program. There are many regulatory requirements mandated by the State of California regarding safety policies, reporting and record keeping procedures. By establishing a formal safety program to which all employees are expected to adhere, it not only provides for a safe workplace environment, but creates organized, structured guidelines to ensure compliance with government imposed requirements.

The following Safety Program has been developed by the Central Safety Committee, with the intention of demonstrating the City of Turlock's commitment to providing a safe working environment for its employees. The components of this program are of a general, safety-based nature and are not meant to supersede any specific departmental policies or certification based requirements.

As Federal and State legislation is continually being revised and new requirements are imposed, and to ensure that the integrity and effectiveness of this safety program is maintained, a review will be conducted by the Central Safety Committee upon any personnel change of the Chairman position. Should there be any substantial changes made to the Safety Program, the Committee will submit the revisions to the Council for formal approval.

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SAFETY PROGRAM RESPONSIBILITIES STRUCTURAL OUTLINE

CITY MANAGER (CM)

- A. Oversees safety program as a whole through the Safety Committee Chair (SCC).
 - 1. Receives monthly reports from the SCC as to the progress of the program and any accident reports.
- B. Reports back to the City Council as required.

CITY SAFETY COMMITTEE CHAIRPERSON (SCC)

- A. Appointed by the CM
- B. Responsibilities:
 - 1. Monthly reports to the CM.
 - 2. Investigation of all major injury accidents or accidents resulting in death.
 - 3. Filing all necessary reports with CAL/OSHA , Division of Industrial Safety, and State Workman’s Compensation Fund.
 - 4. Chairman of the Central Safety Committee.

CENTRAL SAFETY COMMITTEE (CSC)

- A. Comprised of the following:
 - 1. City Manager
 - 2. City Attorney
 - 3. SCC
 - 4. The chairman of each departmental safety committee
 - 5. Any other persons deemed necessary by City Manager
- B. Responsibilities:
 - 1. Committee meets monthly first Friday in Yosemite Room 9-Noon
Documentation:
 - Meeting calendar
 - Agendas/Minutes
 - Attendance/Roll Call sheet
 - 2. Prepares and makes available written records of safety and health issues discussed at committee meetings – written records retained for 1 year
Documentation:
 - CSC Minutes of meeting - include distribution channels/file storage procedure (electronic/hard copy/location)

3. Establish a safety library and resource center for use in safety training programs
Documentation:
 - Safety Info Intranet page
 - (City Network) P:\Municipal Services\SAFETY

4. Reviews investigations of occupational accidents and causes of injuries, illnesses, and exposures and submits prevention suggestions to management
Documentation:
 - Central Safety Committee Accident/Injury Review memo to directors/division managers

5. Identify all facilities and create schedule of worksite inspections
Documentation:
 - Safety Inspection Checklist
 - Calendar of facility inspections

6. Devise general safety orders to be incorporated into the rules of the City as conditions of employment for employees in the City
Documentation:
 - City of Turlock Safety Program

7. Reviews potential hazardous conditions brought to the attention of any committee member
Documentation:
 - CSC recommendation re employee safety suggestions / response memo from CSC
 - Hazard Inspection Sheets- review of individual department HIS quarterly

8. Be responsible for the calendaring of all safety related programs taking place on a monthly basis.
Documentation:
 - Safety Calendar linked from "Safety Info" page on Intranet

9. Implementation of a Safety Award/Employee recognition program
Documentation:
 - "Safety Employee Spotlight" feature in newsletter and nomination form

10. Maintain an effective and elaborate communication procedure
Documentation:
 - Participation with certain City hosted events
 - Monitoring the "anonymous reporting hotline" and email correspondence to the committee email address.
 - Safety Suggestion Form
 - "Health & Safety Report" monthly newsletter

11. At the request of Cal/OSHA verifies citation abatement action

DEPARTMENTAL SAFETY OFFICER

- A. Appointed by the department director.
- B. Responsibilities:

1. Attending all meetings of the Central Safety Committee
2. Chairing of departmental safety committee
3. Investigation, with other members of their respective departmental safety committee, of divisional accidents not resulting in serious injury.

DEPARTMENTAL SAFETY COMMITTEES

A. Comprised of the following:

1. Chairman--selected by each respective department director
2. Four or more other members placed on the committee on a voluntary basis, or by vote of the other employees in the division, or by assignment by the department head or division manager.

B. Responsibilities:

1. Each departmental safety committee shall be responsible for the communication of specific safety orders which cover hazards common to their respective departments and divisions.
2. Consulting with department director on all matters relating to safety.
3. Be responsible for the investigation & filing of all reports with the CSC for all minor physical injury & "near miss" accidents. They will make recommendations to the CSC on findings.
4. Be responsible for conducting training sessions with all employees in the department. These sessions should be documented with a brief summary and attendance report filed with CSC. The topics for these meetings should cover any special problems occurring since the last session, a topic chosen for dissemination by the CSC, or something worthwhile selected by the committee.
5. Make quarterly safety walk through inspections of all work areas and report all safety violations to the CSC for disposition.
6. Hear safety related grievances brought before it, by employees within the department. Any item not able to be handled by DSC will be referred to CSC.

EMPLOYEE RESPONSIBILITIES

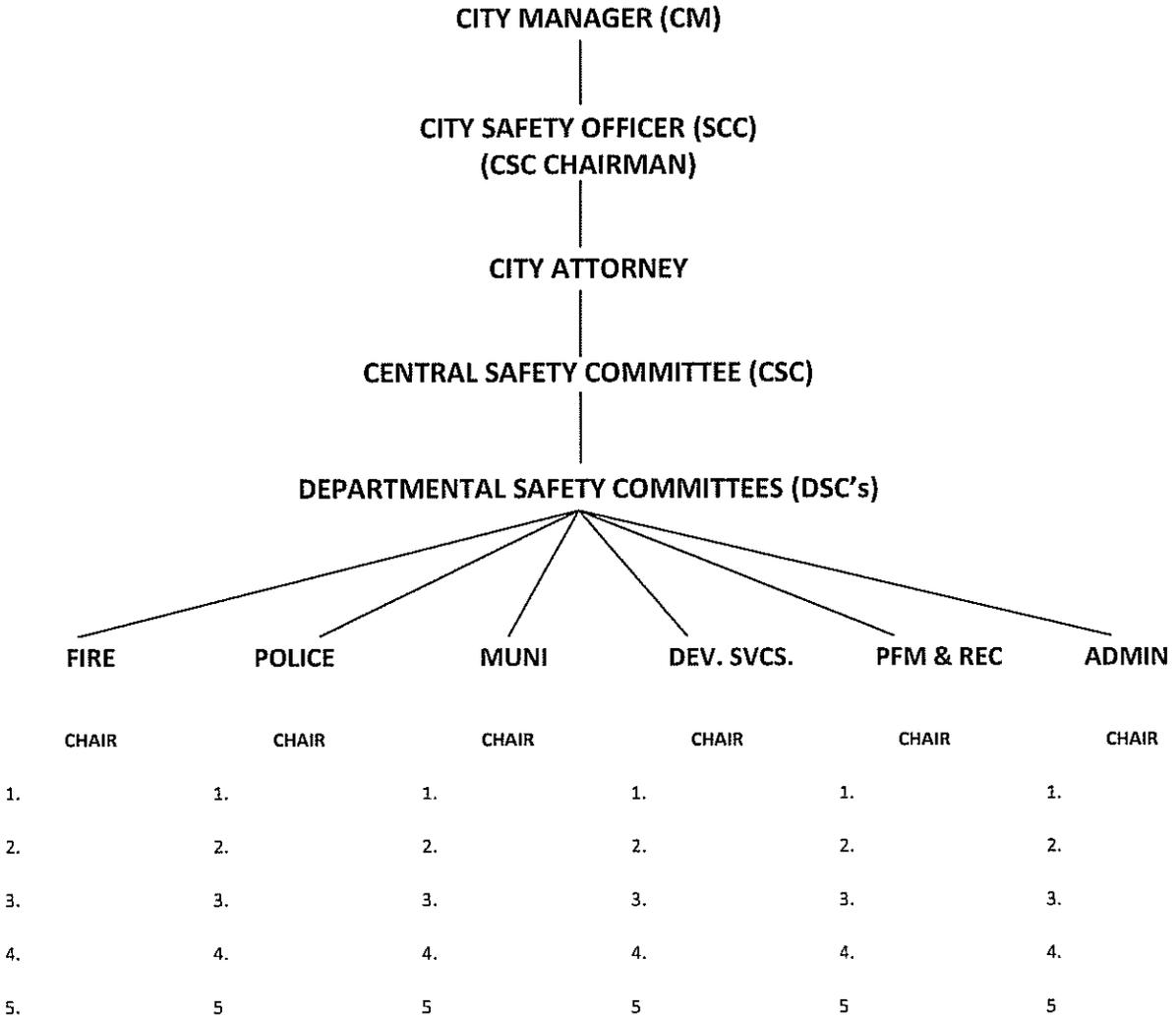
- A. Follow instructions.
- B. Report all unsafe conditions to a supervisor.
- C. Use the correct tools for the job and use them safely.
- D. Report all accidents immediately to a supervisor.
- E. Obey all safety orders & take an active part in safety programs.

GENERAL

- A. Both the CSC & DSC shall meet on a monthly basis to discuss problems occurring since previous meeting & to go over all accident reports received & to calendar coming events.
- B. Both the CSC & DSC shall be responsible for keeping records of meetings, training sessions, safety orders & accident reports.

- C. All safety orders, whether general or specific, must be enforced by the proper authority.
- D. It is the responsibility of all employees in the City to work toward a safer working environment.

SAFETY ORGANIZATION FLOWCHART



EMERGENCY NUMBERS

REMEMBER

In the event of a true emergency situation, the best option is to always dial 911 first if calling from a landline! Cell phone users should call (209) 668-1200 when possible.

PARAMEDICS:	_____	668-1200
FIRE DEPT:	_____	668-1200
POLICE DEPT:	_____	668-1200
SHERIFF:	_____	525-7144
HIGHWAY PATROL: (traffic/accident reporting):	356-2900	or (general info): 545-7440
POISON CONTROL:	_____	1-800-222-1222
COAST GUARD (SEARCH & RESCUE):	_____	(510) 437-3700
FBI (Modesto):	543-7846	or (Sacramento): 1-916-481-9110
US SECRET SERVICE (Sacramento):	_____	1-916-325-5481
UNION PACIFIC RAILROAD	_____	546-7200
CAL TRANS:	_____	576-6292

WHO SHOULD YOU CALL IF.....?

- *A co-worker is seriously injured.....*
- *You are in an injury accident in a City vehicle.....*
- *If you should come upon a civilian that is injured while working in the field.....*

FIRST CALL 911 THEN CONTACT YOUR SUPERVISOR

**If your phone call to 911 is not directed to Turlock City Police Dispatch, hang up and call 668-1200.*

SAFETY PROGRAM

GENERAL RULES

SCOPE

These accident prevention rules shall be compiled with by every employee of the City of Turlock under every circumstance when they are applicable, and shall be effective as of the date of issuance. Acceptance of employment by employee constitutes acceptance of these rules.

EDUCATION

In addition to any current safety, accident prevention education, or training program, each supervisor or foreman shall make certain that all employees under their supervision are instructed and advised concerning the applicable rules and their application.

KNOWLEDGE

Each employee of the City of Turlock shall be required to know and understand the rules which apply to the work they are performing.

ENFORCEMENT

- a) Employees acting in a supervisory capacity, either regularly or temporarily, shall require all employees working under their supervision to comply with all applicable safety instructions and safe practices.
- b) If a difference arises in the application or interpretation of these rules, the decision of the employee in charge of the job, project, or crew shall be followed. Subsequent appeal may be made through established channels.
- c) Any safety device, tool or equipment, which upon inspection by the employee in charge of the job is found unsafe, shall not be used.

EMERGENCIES

In the event of an emergency which has the potential to result in a serious personal injury, a supervisor or employee in charge may modify or suspend any of these rules if in their determination temporary modifications will be necessary to permit proper handling of that specific emergency. In any such case, the person so acting in this supervisory capacity shall be fully accountable for the rationale of their decisions and actions and for any accident or service interruption that occurs as a direct result of that decision or action.

AMENDMENTS

Revisions or amendments hereto may also be made in the manner in which these rules were originally issued and shall be effective on the date of issuance. Amendments shall be provided in written form and communicated to employees utilizing the same, standard communication practices used to transmit other safety related information.

INTERPRETATION

These rules shall be strictly interpreted to bring about maximum compliance and safe conduct and shall take precedence over any conflicting instructions, unless specific lawful and applicable governmental regulations exist that are contrary to these rules, in which case those regulations shall apply. In addition, any lawful direction of a police officer or firefighter in the performance of their duties shall supersede any specific safety regulations within this program.

SUPPLEMENTARY INFORMATION

Additional instructions and information relating to safe performance of work as issued through the medium of letters, operating instructions, memoranda, etc., shall be used to supplement these fundamental accident prevention rules as necessary and shall be made available to supervisors and all employees.

GOVERNMENTAL SAFETY STANDARDS

In addition to its own accident prevention rules and safe practices, the City of Turlock and its employees are subject to the regulations of various governmental agencies in the performance of their work including federal, state, and county agencies. Employees in charge shall make certain that all regulations are complied with on the job.

CARE IN PERFORMANCE OF DUTIES

- a) Each employee shall use reasonable care in the performance of their duties and act in such a manner as to assure at all times maximum safety to themselves, their fellow employees and the public.
- b) Employees shall not engage in any activity or encourage other employees to take unnecessary risks or chances.

QUALIFICATIONS FOR DUTY

- a) No employee shall attempt work for which he is not mentally and physically fit.
- b) Any employee in charge having reasonable grounds to suspect that an employee under their supervision is either mentally or physically unfit for the work assignment, shall prohibit such employee from working until satisfactory medical or other evidence indicating their fitness is secured or specific direction is provided by the department director.

CLOTHING

- a) Each employee shall wear suitable clothing at all times to minimize danger when exposed to known hazards in their work area such as electrical equipment or lines, moving machinery, hot or injurious substances, rough or sharp surfaces, open flames, explosions, etc.

INTOXICANTS

- a) Use of intoxicants by any employee during working hours is prohibited and any violation will be dealt with in accordance with the current City of Turlock Personnel Rules and Departmental Rules and Regulations.
- b) Any employee reporting for duty while under the influence of intoxicants shall not be allowed to assume his duties.

SMOKING

- a) Employees shall not smoke in proximity of flammable liquids, explosives or gases, or where "No Smoking" signs are displayed, either on property occupied by the City or in premises of other persons.
- b) Matches, cigars, cigarettes, tobacco or other substances must not be discarded while burning except when placed in a proper receptacle or otherwise disposed of safely.
- c) All matches or other sources of ignition shall be removed from the person of any employee before entering an explosive or combustible area.
- d) Smoking shall not be permitted in areas indicated as danger zones or areas closed by federal, state, county or city officers.

GASOLINE

- a) Gasoline shall be stored, handled and transported only in approved containers, and extreme care must be used at all times to prevent ignition. In addition, employees shall familiarize themselves with and observe local ordinances relative to such storage.
- b) When pouring or pumping gasoline from one container to another, contact shall be maintained between the pouring and receiving containers.
- c) Leaky gasoline furnaces or torches shall not be used.

FIRE PROTECTION

- a) Keep flammable materials stored separately and at a safe distance.
- b) Use non-flammable cleaning compounds.
- c) Keep all soiled rags in a covered container. Discard rags frequently.
- d) Shut off gas torches when flame is not directed at work.
- e) Welding or cutting areas should be free of flammable material. Have a proper type of extinguisher near at hand.
- f) Fire extinguisher seals and condition should be inspected monthly by department personnel. Always have extinguishers recharged immediately after use. Be familiar with types of fires and proper extinguishers to be used.
- g) Do not use soda-acid extinguishers on electrical fires.
- h) Carbon dioxide gas and dry power extinguishers may be used on all classes of fires.
- i) Fire extinguisher drills should be practiced frequently.
- j) Notify the Fire Department immediately in case of a fire --only then attempt to quench the fire. The Fire Department would rather have the first five minutes than the next five hours.
- k) Use caution when using fire extinguishers in confined areas.
- l) Keep extinguishers free from obstruction and in an area marked red for easy vision.

PERSONAL HYGIENE

- a) Wash hands and face frequently, particularly before eating and before and after smoking or using other tobacco products.
- b) Use protective clothing when necessary to come in contact with sewage.
- c) For those issued uniforms required for work, if possible, avoid wearing work clothes home.
- d) Drink only from fountains or bottled water. Beware of "No Drinking Water" signs.
- e) Store food away from flies and contamination and eat only in uncontaminated areas.

POISONS

- a) Before handling poisonous, infectious or corrosive substances, such as acids, solvents, leads, etc., employees shall thoroughly familiarize themselves with the hazards involved and utilize all necessary precautions, protective devices and/or equipment. Particular care shall be exercised by persons with open cuts or sores.
- b) Employees shall not handle food, tobacco, etc., with such poisonous or hazardous substances on their hands.

USE OF SAFETY DEVICES

All safety devices furnished by the department shall be properly used by all employees as required and instructed. These devices will be regularly tested, as required, and kept in good repair by the department; this will not relieve the employee of the responsibility of using only those equipment in good operating condition and reporting any necessary maintenance requirements as soon as the defect or condition is noticed.

REMOVING SAFEGUARDS

- a) Safeguards shall not be removed except on approval of a supervisor, or when a supervisor is unavailable, approval of the employee in charge.
- b) Where regular safeguards are removed, they shall be replaced or suitable temporary guards provided before returning to normal operation.

HOUSEKEEPING

- a) Combustible materials, such as oil-soaked and paint covered rags, waste, shavings, packing and garbage shall not be allowed to accumulate on benches, floors, yards, desks/workstations or vehicles except in suitable containers in areas provided thereof.
- b) Floors, stairways and platforms shall be reasonably free of dangerous projections or obstructions and shall be maintained in good repair, and reasonably free from oil, grease or water. Where the type of operation necessitates working on slippery floor areas, such surfaces shall be protected against slipping by the use of mats, grates or other methods employed to provide equivalent protection. Floors, stairways and platforms shall be constructed and maintained to safely support the loads to which they are subjected.
- c) Stairways, aisles, exits, roadways and walkways in material storage areas shall be kept reasonably clear and free from obstructions, depressions and debris.

- d) Material and supplies shall be stored in an orderly manner to prevent their falling or spreading and to eliminate tripping and stumbling hazards.
- e) Compressed air shall not be used for cleaning purposes, unless an approved pneumatic blow gun is used, limiting pressure to 30 pSig. Compressed air shall not be used to clean the clothing or hair, or be turned against any person for any reason.
- f) Dispose of fluorescent tubes and batteries in appropriate collection containers (usually stored in general work areas).
- g) Clean tools and return to their proper place after a job is completed and when day's work is done.
- h) Polymers, when wet, are dangerous and slippery. Clean up spills immediately--neutralize with either salt or liquid bleach.

LIFTING MATERIAL OR EQUIPMENT

- a) When lifting, take a firm grip, secure good footing, place the feet a comfortable distance apart, bend the knees, keep the back straight and lift with the leg muscles.
- b) Never carry loads that obstruct the vision.
- c) Use gloves or hand pads as required when handling materials.
- d) Secure help when needed. Use cranes or hoists for lifting heavy loads. Keep out from under suspended loads.

PACKING, UNPACKING, STORAGE, LOADING AND UNLOADING OF MATERIALS

- a) Nail points, ends of wires or bands shall not be left exposed when packing or unpacking boxes, crates, barrels or other containers.
- b) Nails shall be removed from loose lumber, the point bent down or the lumber shall be disposed of so it will not become a hazard.
- c) Sharp or pointed articles shall be so stored as to prevent persons from coming in contact with the sharp edges and points.
- d) Care shall be exercised when packing or unpacking glassware, porcelain and other fragile objects which may have sharp edges.
- e) Loads shall not be handled from the street side of a vehicle if it can be avoided.
- f) Special regulations and instructions governing the loading and unloading of poles, pipes, etc., shall be strictly observed in every case.

CLEARANCE

Before any employee starts work on any equipment or apparatus for which clearances are required, the employee shall either obtain a clearance, or report to and work under a qualified employee who holds a clearance on the equipment or apparatus involved.

WORK REQUIRING THE ENTRANCE OF PRIVATE PROPERTY

- a) Upon entering private property, use caution and be alert for unfriendly animals. Make note of address or location for other personnel.
- b) If necessary to climb to an elevated position, or into lower elevation areas, a proper type ladder or other safe support shall be used.

- c) When required to inspect or monitor industrial/commercial sites, use extreme caution around wet areas, trip hazards, low overheads, falling objects, etc. Always wear hard hat in industrial plants or worksites. Stay clear of electrical panels, loose wires, steam piping, machinery, etc. Be aware of fork lifts, trucks or other moving equipment; especially at blind corners.
- d) When driving on industrial worksites with narrow roadways or limited visibility use flashing lights and honk when approaching blind corners or intersections.
- e) When entering locked areas, be sure to secure the lock behind you upon exiting.

TOOLS AND EQUIPMENT

GENERAL

- a) Employees shall use proper tools suitable for the job in progress and only those in good repair. Defective tools shall be removed from service and properly tagged. Proper handles shall be fitted to tools where required.
- b) Tools shall be properly stored after use.

LADDERS

- a) Face ladder when climbing up or down.
- b) Use both hands and haul tools and equipment up with a hand line.
- c) Move ladder when necessary to avoid over-reaching.
- d) Inspect ladders for cracked side rails and rungs, broken spreaders, etc. before use. Also inspect ladders monthly.
- e) Tie ladder at top and bottom if there is a chance it might slip.
- f) Equip all straight ladders with safety shoes.
- g) Use step ladders appropriately and not as a substitute for a straight ladder.
- h) Avoid make-shift ladders.
- i) Protect wooden ladders with a clear material (linseed oil) rather than opaque paint.
- j) Return ladder to proper storage area after use.
- k) Ladders are not to be used in horizontal position as scaffolding.
- l) Do not use *metal* ladders around electrical equipment.
- m) Don't ascend higher than the third rung from top on straight ladders, nor the second tread from the top on step ladders.
- n) Place ladders so that bottom of ladder is one-quarter height away from building or wall.
- o) No employee, material or equipment shall be supported on any portion of a pole, structure, scaffold, ladder, walkway or other elevated structures, crane, boom, etc., without it first being determined that such support is adequately strong and properly secured.

MECHANICAL EQUIPMENT-GENERAL

- a) Become familiar with all equipment before attempting to use.
- b) Use non-sparking tools when flammable materials are present or suspected.
- c) Ground all electric powered tools.
- d) Protect air hoses and electric cords from traffic.
- e) Do not point a pneumatic tool at anyone.

- f) Verify that the voltage at an electrical outlet is correct before plugging a cord into it.
- g) Shut off engines before refueling.
- h) Be sure fellow workers are protected when using power tools.
- i) Remove guards for repair work only.
- j) Lock units out of service while guards are removed.

VEHICLES

- a) General
 - 1. *Employees shall not ride on fenders, running boards, side rails or on top of vehicles.*
 - 2. *All sharp tools, such as saws, chisels, axes, knives, etc., carried on vehicles shall be so stores or guarded to prevent injury.*
 - 3. *Before proceeding, drivers shall make certain all loads are properly secured and that riders are properly located to prevent falling from the vehicle and are not exposed to hazards from shifting loads.*
 - 4. *Employees shall not get on or off vehicles in motion.*
 - 5. *Where provided, employees shall use seat belts, properly fastened, at all times while driving or riding in City vehicles of any kind.*
- b) Backup Procedures
 - 1. *If vision is obstructed, obtain help in backing up.*
 - 2. *Back up slowly.*
 - 3. *Avoid backing into thoroughfares or heavily traveled streets or at night without proper lighting.*
- c) Courtesy
 - 1. *Drive defensively.*
 - 2. *Avoid "show off" driving; your performance in a City vehicle can add to or detract from good public relations.*
- d) Vehicle Maintenance
 - 1. *Maintenance issues needed on City vehicles/equipment (i.e. cracked windshields, low oil light, service light, etc.) should be reported to responsible person within the department responsible for said vehicle. Maintenance requests are then to be forwarded to Fleet Services.*
- e) Accidents in City Vehicles
 - 1. *In the event of an accident in a City vehicle, please refer to the RMA Vehicle Accident Instructions form located in the glove box of said City Vehicle.*

ACCIDENT PREVENTION & RESPONSE

ORGANIZED PERSONNEL EDUCATION

TRAINING

- a) Implement training matrix schedule and attend required training and certification programs applicable to position duties.

- b) Employees that require special certifications or training requirements must maintain certification status current. Duties that require certification will not be engaged by any employee whose certification has expired.

MEETINGS

- a) Attendance at meetings is imperative at all levels of employment. Safety meetings are required at a minimum for all employees every thirty (30) working days.
- b) Copies of meeting minutes and attendance records should go to the Department Safety Officer.

ACCIDENT REPORTING

- a) The occurrence of an occupational injury and/or illness precipitates an Employer's Report of Injury. This report is to be completed by the injured employee's supervisor, and a copy of the report is to be sent to the Human Resources Department within 24 hours of the occurrence. Fatalities and serious injuries or illness must then be reported immediately by phone or FAX to the nearest office of the Division of Occupational Safety and Health.
 - 1. Accidents in City Vehicles
In the event of an accident in a City vehicle, please refer to the RMA Vehicle Accident Instructions form located in the glove box of said City Vehicle.
 - 2. Damage to City Property (other than vehicles)
 - a. *Please refer to the "Damage to City Property Instruction Sheet" located on the P drive in the file titled "Damage to City Property".*
 - b. *Complaints should be directed to the correct Department/Division by referring to the "Damage to City Property- Notification Chart" located on the P drive in the file titled "Damage to City Property".*
- b) In all instances of an accident whether the incident causes damage to City property or not, supervisors shall be notified immediately of the situation and proper documentation shall be completed and filed with City personnel.

ACCIDENT ANALYSIS (SUPERVISORS)

- a) Analyze and investigate each accidents or "near misses" using proper documentation.
- b) Recommend or take necessary preventative measures, if appropriate, prior to referring to Central Safety Committee.
- c) Keep complete record of findings and recommendations.

COOPERATION

- a) Safety is the responsibility of all employees.
 - 1. *Safety Award program will be utilized to exemplify outstanding performance in safe practices.*
- b) A good safety record reflects the cooperation of the entire organization.
 - 1. *Safety records shall be posted in high traffic areas.*
- c) Safety is a mutual obligation, binding upon employees and employer as well.



Council Synopsis

8D

July 9, 2013

From: Roy W. Wasden, City Manager

Prepared by: Ron Reid, Interim Assistant City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Providing direction to staff regarding possible implementation of a special or general tax increase through the use of sales or parcel tax monies for funding sources for critical infrastructure and service related issues

2. DISCUSSION OF ISSUE:

City Council has been faced with financial limitations related to a number of critical infrastructure and service related issues. Those issues have included the present and future planning and funding of water, public safety, roads and other services of significance.

Given those concerns, and at the direction of Council, staff has investigated the possibility of a special or general tax increase through the use of sales or parcel tax moneys for funding sources. Council had directed staff to plan four (4) community forums where community input would be sought for the best possible direction to proceed.

Locations were identified in four quadrants of the City:

- Dutcher Middle School (1441 Colorado Ave.) – April 30, 2013 at 6:00pm,
- Westside Ministries (952 Columbia St.) – May 9, 2013 at 6:00pm ,
- Turlock Senior Center (1191 Cahill Ave.) – May 30, 2013 at 6:00pm, and
- John H. Pitman High School (2525 W. Christoffersen Pkwy.) – June 13, 2013 at 7:00pm.

The locations were confirmed and public notice was provided through varied information outlets to include social media (Facebook), newspaper, mailers and City website pages. The forums, to include Council representation and City staff presentations, were conducted at the locations listed above. Attendance by the community was slight with an average of approximately fifteen (15) attendees at each meeting.

Although community input included a great deal of information and discussion, the primary issue of concern identified from the majority of the public was for the present conditions and future maintenance of our roads. Additionally, discussions included tax initiatives to include sales tax versus parcel tax, general tax versus special tax, and varied iterations of each form of possible enhanced funding. Although no formal community survey has yet been completed, the results of the forums are presented below.

The community members that spoke generally agreed that they would support:

- A tax to fund road projects specific to the City of Turlock, but with a five (5) year sunset clause included.
 - A longer time frame or continuation might be supported in the future, but a five (5) year initial term was generally preferred for evaluation purposes.
 - There was some inquiry, too, as to a specific roads plan with specific projects to use the money for.
- A special tax as opposed to a general tax.
 - There was a greater confidence that the money would best be guaranteed to fund roads projects with the special tax, as opposed to the possibility of being deferred to other projects or services in a general tax.
 - There was concern, though, that the 2/3rds super-majority required for a special tax initiative might be difficult to obtain. Still, although a simple majority would be all that was needed for a general tax initiative, there was little interest in a general tax.
- A sales tax preferred over a parcel tax.
 - It was generally agreed that the fairest way to proceed would be a sales tax.
 - Concern – A parcel tax would be more difficult to fairly identify taxing measures and standards for single owners of properties versus apartment complexes, other multi-family properties, or businesses.
 - Concern – A parcel tax would place all of the funding requirements on Turlock residents as opposed to a sales tax that would more fairly be distributed among residents and non-residents who use our roads to shop, dine, or conduct other business in our community.
- A 1/2 cent sales tax.
 - Although varied tax amounts were discussed (from 1/8th cent to a full one (1) cent sales tax, the 1/2 cent sales tax yielded the greatest support.

An additional benefit of the City adopting a tax initiative that was discussed with interest at the meetings was the possibility of Turlock being designated as a “self-help” city. The self-help designation and ongoing funding stream from a sales initiative itself could yield additional grant opportunities.

Should Council decide to introduce a tax initiative in the November, 2013 election, a special meeting could be called for the issue and, if approved, final filing with the County by the August 9, 2013 legal deadline. It should be noted that the County identified administrative deadline was June 21, 2013.

Should Council desire to have more time to investigate the issue, they can direct staff to continue the investigatory process, preparing the issue for the state primary election in June, 2014 or the general election in November, 2014.

This report is a request from staff as to how Council would like staff to proceed.

3. BASIS FOR RECOMMENDATION:

Strategic Plan Initiative: B. POLICY INITIATIVE – FISCAL RESPONSIBILITY

Goal(s): b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding

Strategic Plan Initiative: D. POLICY INITIATIVE – MUNICIPAL INFRASTRUCTURE

Goal(s): a. Identify avenues to address current deficiencies (general fund, grants, ballot initiatives, assessment districts, water and sewer enterprise funds as funded by user fees) in:
iv. Streets/Roadways

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Should a tax measure pass, services to the community would be enhanced and the City could be designated a "self-help" city for future funding opportunities.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

A. Council could direct staff to pursue a tax measure for the November, 2013 ballot or to further investigate a tax initiative for either the June or November, 2014 general elections.

B. Council could direct staff to discontinue any further action regarding a tax initiative.