

City Council Agenda

JANUARY 14, 2014

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



Mayor
John S. Lazar

Council Members
Amy Bublak
Forrest White
Steven Nascimento
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: Retirement of City Employee – Patricia Panos, Police Evidence & Property Specialist II
- B. Proclamation: Retirement of City Employee – Joel Carter, Building Inspector II
- C. Appointment: Vice Mayor
- D. Appointment: The Alliance
- E. Appointment: Planning Commission
- F. Appointment: Stanislaus County Local Task Force on Solid Waste (LTF) – Alt. Member
- G. Appointment: Stanislaus County Regional Solid Waste Planning Agency (Regional Agency) – Member/Alt. Member
- H. Appointment: East Stanislaus Regional Water Management Partnership (Steering Committee) – Member/ Alternate Member
- I. Presentation: Unmet Transit Needs Assessment Public Hearing Announcement by Mike Costa, StanCOG

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 11/14/13 in the amount of \$4,200,807.12; Demands of 11/21/13 in the amount of \$884,000.62; Demands of 12/5/13 in the amount of \$1,111,596.87
- B. Motion: Accepting Minutes of Regular Meeting of December 10, 2013
- C. Motion: Approving an Underground Electric Service Installation Agreement with Turlock Irrigation District (TID) of Turlock, CA, in the amount of \$13,528 (Fund 420) to provide electrical service in connection with City Project No. 11-42, "Fulkerth Tank and Pump Station"
- D. Motion: Approving Contract Change Order No. 1 in the amount of \$4,000 (Fund 426) for City Project No. 12-59, "CNG Slow Fill Station Upgrade," bringing the contract total to \$334,000
- E. Motion: Approving an amendment to the Retainer Agreement with ENGEQ, Inc., dated July 9, 2013 (Contract No. 13-048) to increase the maximum allowable compensation under the agreement from \$100,000 to \$150,000 to provide additional reporting requirements and implement utilization of Virtual Project Manager
- F.
 1. Motion: Making the determination that City Project No. 13-43, "Demolition of Buildings on N. Olive and S. Walnut" is exempt from the provisions of CEQA in accordance with Section 15301 (I) (Existing Facilities)
 2. Motion: Awarding bid and approving an agreement in the amount of \$21,551 (Fund 305) for 1129 N. Olive Avenue and (Fund 411) for 1801 S. Walnut Road with Lea's Demolition & Excavation, Denair, California, for City Project No. 13-43, "Demolition of Buildings on N. Olive and S. Walnut"
- G.
 1. Motion: Making the determination that City Project No. 13-55, "HVAC Unit Replacements and Roofing at TRWQCF Operations Building," is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines

-
2. *Motion*: Awarding bid and approving an agreement in the amount of \$100,000 (Fund 410) with Air Solutions Inc., of Sacramento, California, for City Project No. 13-55, "HVAC Unit Replacements and Roofing at TRWQCF Operations Building"
3. *Resolution*: Appropriating \$15,000 to account number 410-51-534_43353 "RWQCF-OPS Building Repairs" from account number 410-51-534_44027 "Digester Building Roof Repairs" for City Project No. 13-55, "HVAC Unit Replacements and Roofing at TRWQCF Operations Building"
- H. *Resolution*: Rescinding Resolution No. 2004-214 and authorizing the City Manager, with the recommendation of the City Engineer, to execute an Encroachment Agreement for minor easement encroachments
- I. *Resolution*: Ordering the Vacation Abandonment (AB 13-02) of that certain section of alley south of and adjacent to 855 N. Olive, also known as Assessor's Parcel No. 042-024-051
- J. *Resolution*: Approving a Transportation Development Act (TDA) claim for Non-Transit expenses for Fiscal Year 2013-14 in the amount of \$896,568 and adjusting the projected Local Transportation Revenue in Fund 216 to current StanCOG estimates
- K. *Motion*: Approving Amendment No. 1 to the agreement between the City of Turlock and Transit Capital Support Services for Federal Transit Administration and California Department of Transportation Financial Status Reports and Milestone Status Reports to increase the initial term in an amount not to exceed \$181,644
- L. 1. *Resolution*: Authorizing the submission of an application to the State of California Housing and Community Development for Housing Related Parks Grant and authorizing the City Manager to sign all grant related documents
2. *Resolution*: Describing the basis of conformity between the Turlock General Plan and the San Joaquin Valley Blueprint
- M. 1. *Resolution*: Amending the existing policies, procedures and standards for administering the Residential Rehabilitation Program by the City of Turlock for the CalHOME funding source
2. *Resolution*: Amending the existing policies, procedures and standards for administering the First Time Home Buyer Program by the City of Turlock for the CalHOME funding source
- N. *Motion*: Approving an agreement with Univar USA, Inc., of Kent, Washington, for the purchase of Sodium Bisulfite for a period of twenty-four (24) months, in an amount not to exceed \$185,987 annually, for a total contract amount of \$371,974
- O. *Motion*: Approving multiple agreements with TBA Auto Parts, Napa Auto Parts, and Next Level Parts, Inc. (Dba Turlock Auto Parts) for the purchase of auto parts and supplies for Municipal Services Fleet Maintenance Division for the term of twelve (12) months each, with an aggregate value of \$75,000, in accordance with the terms and conditions set within each agreement
- P. *Motion*: Approving multiple agreements with Central Sanitary Supply and Randik Paper Company for janitorial paper and cleaning supplies for the term of twelve (12) months each, with an aggregate value of \$26,000, in accordance with the terms and conditions set within each agreement
- Q. *Resolution*: Approving the service agreement between Delta Wireless and the City of Turlock for the maintenance and service of the radio system including all portable and mobile radios, and authorizing the City Manager to sign all agreement related documents

-
- R. Resolution: Authorizing the Turlock Fire Department to apply for the Assistance to Firefighters Grant (AFG) administered through the Federal Emergency Management Agency (FEMA), in the amount of \$212,177, for the purchase of auto extrication equipment and diesel exhaust removal systems for the four (4) fire stations
 - S. Motion: Authorizing an agreement between Turlock Fire Department and Merced County Fire Department to provide automatic aid to each other on Highway 99 between Lander Avenue and Bradbury Road
 - T. Motion: Rejecting Claim for Damages filed by Jorge Luis Escobedo
 - U. Motion: Rejecting Claim for Damages filed by Jorge Sho Escobedo
 - V. Motion: Rejecting Claim for Damages filed by Michiko Escobedo
 - W. Motion: Rejecting Claim for Damages filed by Heather Gentry
 - X. Motion: Rejecting Claim for Damages filed by Olson's Repair, a California Corporation
 - Y. Motion: Rejecting Claim for Damages filed by Jimmy Williamson

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS**

- A. Request to amend Turlock Municipal Code Title 1, Chapter 6, Section 1, regarding minimum insurance requirements. *(York)*

Recommended Action:

Ordinance: Amending Turlock Municipal Code Title 1, Chapter 6, Section 1, regarding minimum insurance requirements

- B. Request to add Turlock Municipal Code Title 5, Chapter 26, prohibiting Aggressive Solicitation within the City of Turlock. *(Nielsen)*

Recommended Action:

Ordinance: Adding Turlock Municipal Code Title 5, Chapter 26, prohibiting Aggressive Solicitation within the City of Turlock

- C. Request to amend Turlock Municipal Code Title 2, Chapter 1, Article 02, regarding regular City Council Meeting dates coinciding with City holidays and adopting the 2014 City Council Meeting Schedule. *(Wasden)*

Recommended Action:

Ordinance: Amending Turlock Municipal Code Title 2, Chapter 1, Article 02, regarding regular City Council Meeting dates coinciding with City holidays

Resolution: Adopting the 2014 City Council Meeting Schedule

8. **SCHEDULED MATTERS:**

- A. Request to approve a Water Transfer Agreement between the City of Turlock and Del Puerto Water District for the transfer of up to 13,000 acre-feet annually. *(Cooke)*

Recommended Action:

Motion: Approving a Water Transfer Agreement between the City of Turlock and Del Puerto Water District for the transfer of up to 13,000 acre-feet annually

- B. Request to authorize staff to conduct a Request for Proposal (RFP) for nuisance abatement services, including a landscape service agreement, for the Neighborhood Services Unit of the Turlock Fire Department. *(Lohman)*

Recommended Action:

Resolution: Authorizing staff to conduct a Request for Proposal (RFP) for nuisance abatement services, including a landscape service agreement, for the Neighborhood Services Unit of the Turlock Fire Department

- C. Request to accept AB109 Realignment Funds in the amount of \$98,525.34 and appropriating said funds to the proper revenue and expenditure accounts in Fund 266 "Police Services Grants." *(Williams)*

Recommended Action:

Resolution: Accepting AB109 Realignment Funds in the amount of \$98,525.34 and appropriating said funds to the proper revenue and expenditure accounts in Fund 266 "Police Services Grants"

- D. Request to authorize the reclassification of Allison Van Guilder to Parks, Recreation, and Public Facilities Director and the transfer of Erik Schulze, Parks, Recreation, and Public Facilities Superintendent from the TCEA bargaining group to the Management group effective January 16, 2014, and appropriating \$5,711 to Fund 110 "General Fund," \$1,708 to Fund 205 "Sports Facilities," \$854 to Fund 217 "Streets-Gas Tax," \$854 to Fund 246 "Landscape Assessment," and \$854 to Fund 410 "Water Quality Control". *(Eddy)*

Recommended Action:

Resolution: Authorizing the reclassification of Allison Van Guilder to Parks, Recreation, and Public Facilities Director and the transfer of Erik Schulze, Parks, Recreation, and Public Facilities Superintendent from the TCEA bargaining group to the Management group effective January 16, 2014, and appropriating \$5,711 to Fund 110 "General Fund," \$1,708 to Fund 205 "Sports Facilities," \$854 to Fund 217 "Streets-Gas Tax," \$854 to Fund 246 "Landscape Assessment," and \$854 to Fund 410 "Water Quality Control"

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

12. ADJOURNMENT

2A

IN HONOR OF
THE RETIREMENT OF
PROPERTY/EVIDENCE SPECIALIST PATRICIA PANOS
DECEMBER 16, 2013

WHEREAS, Patricia Panos started working toward a career in law enforcement as a Police/Fire Dispatcher with the Turlock Police Department in 1985; and

WHEREAS, Patricia Panos was promoted to Senior Dispatcher with the Turlock Police Department in 1998; and

WHEREAS, Patricia Panos transferred jobs and moved to the Property/Evidence Specialist position with the Turlock Police Department in 2003; and

WHEREAS, Patricia Panos was an active member and served as State President of the California Association of Property and Evidence (CAPE) for over 10 years; and

WHEREAS, Patricia Panos has faithfully and conscientiously served the City of Turlock and its community members for over 28 years; and

WHEREAS, Patricia Panos will honorably retire from her position as Property/Evidence Specialist effective December 16, 2013; and

WHEREAS, Patricia Panos has consistently performed to the best of her ability during her tenure with the City of Turlock; and

WHEREAS, the City Council, by this recognition, wishes to express its great appreciation to Property/Evidence Specialist Patricia Panos for meritorious service, loyalty, and dedication to the City of Turlock.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock and on behalf of the entire City Council, do hereby commend **Property/Evidence Specialist Patricia Panos** for her many years of valuable service and express our sincere thanks on behalf of the City of Turlock.

IN WITNESS WHEREOF, I, JOHN S. LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 10th day of December 2013.

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

2B

**IN HONOR OF
THE RETIREMENT OF
JOEL CARTER
DECEMBER 31, 2013**

WHEREAS, Joel Carter started working in the building safety career as a Building Inspector with the Turlock Building Department in October 1987; and

WHEREAS, Joel Carter developed his abilities with the City of Turlock through functioning as Inspector, Plan Checker, Senior Building Inspector and staff supervisor; and

WHEREAS, Joel Carter's evenhandedness with the construction community is well respected and appreciated by all; and

WHEREAS, Joel Carter was an active participant in the development of the Building Department's neighborhood maintenance complaint process; and

WHEREAS, Joel Carter has faithfully and conscientiously served the City of Turlock and its citizens for 26 years; and

WHEREAS, Joel Carter has not only served the community well while employed at the City of Turlock, but has significantly contributed to the Turlock Youth Soccer Association through his active involvement outside the workplace; and

WHEREAS, additionally, Joel Carter has been very involved in serving our entire community through his participation with the local Kiwanis Club; and

WHEREAS, Joel Carter has consistently performed to the best of his ability during his tenure with the City of Turlock; and

WHEREAS, the City Council, by this recognition, wishes to express its great appreciation to Joel Carter for meritorious service, loyalty, and dedication to the City of Turlock.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock and on behalf of the entire City Council, do hereby commend **Joel Carter** for his many years of valuable service and express our sincere thanks on behalf of the City of Turlock.

IN WITNESS WHEREOF, I, JOHN S. LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 10th day of December 2013.

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

2E

PLANNING COMMISSION

2 Vacancies:

2 terms expire on 12/31/13

Appoint to Term(s) Expiring:
12/31/17

10 Applicants:

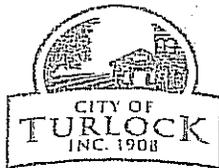
Bryan Tribble	Kris Klair
Steven Hallam	Eric Gonsalves
Michael Camara	Jim Reape
Jim Shade	Timm LaVelle
Nick Hackler (<i>requests reappointment</i>)	Victor Pedroza

Current Planning Commission
Seven Member, Four-Year Terms
Two Alternate Member, Two-Year Terms

(Member Term Limit: 12 consecutive years or end of term in which 12-year period falls)
(Alt. Member Term Limit: 4 consecutive years or end of term 4-year period falls)

	Appointed	Reappointed	Term Expires
Elvis Dias	1/30/07	12/14/10	12/31/14
Mike Brem	12/14/99	12/14/10	12/31/14
Jeff Hillberg	1/30/07	1/8/08	12/31/15
Soraya Fregosi	1/11/05	12/2/08 1/8/13	12/31/16
Jeanine Bean	1/1/04	10/28/08 1/8/13	12/31/16
Alex Salcedo	12/9/09	---	12/31/13
Nick Hackler	2/5/09	12/9/09	12/31/13
<u>1st Alternate</u> Alice Pollard	3/26/13	---	3/31/15
<u>2nd Alternate</u> Ashour Badal	3/26/13	---	3/31/15

KELLIE E. WEAVER
CITY CLERK
kweaver@turlock.ca.us



OFFICE OF THE CITY CLERK
ADMINISTRATION

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

_____ Arts Commission

(please include a one page statement of interest and a letter of recommendation)

_____ Stanislaus County Airport Advisory Committee

_____ Parks, Recreation & Community Commission

_____ Stanislaus County Local Task Force on Solid Waste

Planning Commission

_____ Turlock Mosquito Abatement District Board of Trustees

_____ Development Collaborative Advisory Committee

_____ Other _____

Please provide the following information (use reverse side or additional paper, if needed)

Name: BRYAN TRIBBLE

Address: _____ Zip Code: 95382

Telephone: Home: _____ Work: _____

Do you live within the City limits? YES Are you registered to vote? YES

How long have you lived in Turlock? 62 yrs

Are you, or are you related to, a current City employee? If yes, please indicate the person's name and relationship, if not yourself. ALLISON MONTANA - Niece

Turlock Police Dept.

Occupation: REAL ESTATE BROKER

Business Address: _____ Zip Code: 95382

Education (highest school year complete, degrees, etc.): B.A. Social Services /
EMPRESS OF ADMINISTRATION OF JUSTICE

Employment Highlights: Buyer/Operations MGR - 27 yrs.
THEVENS INC. - KNOWLEDGE OF UNDERGROUND UTILITIES

Prior Public Service, if any: 4 YRS Turlock Police Dept. 1974-
1978 - MEMBER STANISLAUS COUNTY PRIVATE INDUSTRY
COUNCIL. CHAIRMAN OF REVIEW & EVALUATION COMMITTEE

Present and past community activities and organizations: 1st PRISONERS WARRIOR
ASSOCIATION CSUS. CHAIRMAN OF THE, EXCHANGE
CLUB, FOUNDATION BOARD OF TRUSTEES CSUS

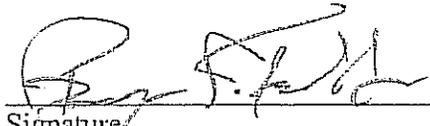
What are your most important qualifications for the commission(s) or committees(s) that you indicated above? KNOWLEDGE OF PROCEDURES, CONSTRUCTION,
I LISTENED TO PROPOSALS FOR PRISON (INDUSTRIAL)
CITIZEN AND ALLOCATED \$ million FOR THE
TRAINING & Placement POLICE PROGRAM

NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF RECEIPT.

You may submit additional or supplemental information along with this form.

Please return to:

Kellie Weaver, City Clerk
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380
(209) 668-5540, Ext. 1110


Signature

2/13/13
Date

RECEIVED

FEB 25 2013

Office of the
City Clerk

To: Turlock City Council

Re: Planning Commission

I have attached my written resume since at times my handwritten can be difficult to read.

I have lived in Turlock since 1952. I have gone through all of Turlock's schools and I think of my grandfather who was a Turlock City Councilman and Police Commission in the late 1940's.

I do have a niece, Allison Martin, who is currently working for the Turlock Police Dept.

I graduated from Turlock High School and CSU at Stanislaus with a BA degree in Social Science with emphasis of Administration of Justice. I worked my way through College while working at Thorsen' Inc. I started in 1969 and I was the Buyer and Operations Manager for over 27 years.

I served from 1984-1989 with the Private Industry Council of Stanislaus County and I was the Chairman of the Review and Evaluation Committee that reviewed oral and written proposals for the Federal Job Training and Placement Program. Over the 5 years that I did review over 75 proposals per year while making decisions on allocating over eight million dollars a year for this program.

I have been affiliated with the Turlock Exchange Club, served as the President of the Warrior Association for CSUS and was a board member of the Foundation Board of Trustees.

I feel with my back ground and knowledge of the process of development in all phases of expansion or zoning I can be an asset to the City of Turlock. Hopefully you will consider my application.

Respectfully Submitted,

Bryan Tribble

Education (highest school year complete, degrees, etc.):

- Some College
- Real Estate Broker

Employment Highlights:

1996-2001 - Business Owner, Klair Enterprises, Wholesale Business

1998-2007 - *Business Owner*, Cellular Stores in Turlock, Modesto, Stockton, Riverbank

2004-2005 - *Realtor/Sales Agent*, Century 21 Real Estate, Turlock

2005- Present - *Broker/Owner*, EXIT Realty Consultants (four franchise offices)

Prior Public Service, if any:

2013 - Present - *Director*, California Association of Realtors Board of Directors

2012 - Present - *Director*, Ceres Chamber of Commerce Board of Directors

2012 - Present - *President*, The KARE Foundation (EXIT's Helping Hand)

2011 - Present - *Member*, Central Valley Association of Realtors Grievance Committee

2012 - Present - *Member*, Turlock 20/30s Club

2011 - Present - *Member*, Turlock Chamber of Commerce

Present and past community activities and organizations:

- Closets Couture (non-profit we sponsors)- opened all offices as a drop off location for prom dresses for girls in need
- United Samaritans Foundation – donate my time and encourage our agents to donate their time
- Bowling for Babies for the March of Dimes – Fundraiser - donated \$3,200 to the organization
- Wounded Warrior Project – Fundraiser packaged with agent training and donated \$2700.00
- Salvation Army Kettle Kickoff (Donated time to help at the event)
- Helped at Can Tree and started the Broker Challenge of donating \$500.00 to the cause

- Sponsored Wine & Screams for our 20/30 club (raised \$7500 for our shopping trip to help kids in need)
- Take kids on Holiday Shopping trip yearly where we spend \$100 on each kids
- Children's Cancer Awareness Fundraisers

What are your most important qualifications for the commission(s) or committees(s) that you indicated above?

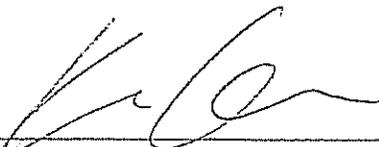
- Extensive knowledge and experience pertaining to the development, sales and leasing of residential and commercial real estate.
- Knowledge and expertise, including, but not limited to, business, industry, banking, real estate and technology
- Knowledge of physical and economic conditions of the city and the purpose and scope of city planning
- Knowledge of the community and its demographics
- As a parent, possess concern for the future welfare of the total community and its citizens
- Speak multiple languages
- Possess good written and verbal communication skills

NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF RECEIPT.

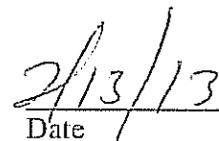
You may submit additional or supplemental information along with this form.

Please return to:

Kellie Weaver, City Clerk
 City of Turlock
 156 S. Broadway, Suite 230
 Turlock, CA 95380
 (209) 668-5540, Ext. 1110



 Signature



 Date

KELLIE E. WEAVER
CITY CLERK
kweaver@turlock.ca.us



OFFICE OF THE CITY CLERK
RECEIVED
FEB 21 2013

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

- | | |
|---|--|
| <input type="checkbox"/> Arts Commission
<i>(please include a one page statement of interest and a letter of recommendation)</i> | <input type="checkbox"/> Stanislaus County Airport Advisory Committee |
| <input type="checkbox"/> Parks, Recreation & Community Commission | <input type="checkbox"/> Stanislaus County Local Task Force on Solid Waste |
| <input checked="" type="checkbox"/> Planning Commission <i>(including Alternate Member)</i> | <input type="checkbox"/> Turlock Mosquito Abatement District Board of Trustees |
| <input type="checkbox"/> Development Collaborative Advisory Committee | <input type="checkbox"/> Other _____ |

Please provide the following information (use reverse side or additional paper, if needed)

Name: Steven L. Hallam

Address: _____ Zip Code: 95382

Telephone: Home: _____ Work: _____

Do you live within the City limits? yes Are you registered to vote? yes

How long have you lived in Turlock? 22.5 years

Are you, or are you related to, a current City employee? no If yes, please indicate the person's name and relationship, if not yourself. _____

Occupation: semi-retired, p/t CSUS instructor, workplace investigator

Business Address: _____ Zip Code: 95382

Education (highest school year complete, degrees, etc.): B.A.: Geography · Env. Studies
Masters in City & Regional Planning (M.C.R.P.) - CSU, Fresno

Employment Highlights: Twenty-seven years of public sector planning &
comm. development experience (cities of Oakdale, Turlock, Auburn,
Salinas, Merced) retired from Oakdale - self-employed now.

Prior Public Service, if any: significant public sector work experience, significant
public sector volunteer experience including faith-based organizations
(Mount Vista Chapel / New Life CC) + Board Member - Emanuel Hosp. 1999-200

Present and past community activities and organizations: present member - New Life CC
past member - Emanuel Hospital Board of Director member (1999-2002)
past member, Board of Deacons, EFC Turlock (Crossroads Church)

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? professional planning career with significant experience in
zoning, land use, community & economic development. Since 1996
I also teach part-time at CSU, Stanislaus in Dept. of Public Admin.

Courses: Urban Planning, Local Government, Intergovernmental Relations).
Member: American Institute of Certified Planners (AICP # 4174)
NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1)
YEAR FROM DATE OF RECEIPT.

You may submit additional or supplemental information along with this form.

Please return to:

Kellie Weaver, City Clerk
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380
(209) 668-5540, Ext. 1110

Steven P. Halloran
Signature

2-21-13
Date



RECEIVED

FEB 21 2013

City of Turlock
Administrative Services
OFFICE OF THE CITY CLERK

KELLIE E. WEAVER

CITY CLERK

ADMINISTRATION

kweaver@turlock.ca.us

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

Arts Commission
*(please include a one page statement of
interest and a letter of recommendation)*

Development Collaborative Advisory
Committee

Parks, Recreation & Community
Commission

Planning Commission

_____ Stanislaus County Airport Advisory
Committee

_____ Turlock Mosquito Abatement District
Board of Trustees

_____ Stanislaus County Local Task Force
on Solid Waste

_____ Other _____

Please provide the following information (use reverse side or additional paper, if needed)

Name: Eric David Gonsalves

Address: _____ Zip Code: 95382

Telephone: Home: _____ Work: _____

Do you live within the City limits? Yes Are you registered to vote? Yes

How long have you lived in Turlock? 30 Years

Are you, or are you related to, a current City employee? No If yes, please indicate the person's name and relationship, if not yourself. _____

Occupation: Vice President / Broker of Brownstone Equities, Inc.

Business Address: _____ Zip Code: 95382

Education (highest school year complete, degrees, etc.): Graduated from Turlock High School.

2 Years at Modesto Junior College and a Certificate for Organizational leadership from Villanova University.

Employment Highlights: Worked for 4 years for Heritage Homes in Merced as their Direcot of Sales and Marketing.
Overseeing the development of new home plans and marketing of residential communities. Managed people and led
Strategic planning meetings with the focus on 3, 5 and 10 year plans. I have worked for the past 5 years as the Vice President
of Brownstone Equities in Turlock. I was responsible for working with Blue Diamond Growers for 18 months to secure their
purchase of land in Turlock to build their processing plant. I manage several downtown Turlock properties for local owners
and have had great success and relationships working with the city of Turlock on a number of projects.

Prior Public Service, if any: _____

I Use to volunteer and work for the Turlock Parks and Recreations department.

Present and past community activities and organizations: I am currently the President of the
Turlock Downtown Property Owners Association.

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? I have worked in planning and development for nearly 10 years now and believe I understand
the vision for Turlock. Being a 5th generation resident I want to also continue to represent this town in
a positive way and continue to make a path for my kids. I have had a large amount of experience working
with farmers and businesses on either development and acquisition of properties. In every aspect of my
daily job there are discussion on current general plans and proposed future uses. I also have experience
being part of and leading a board.

NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF RECEIPT.

You may submit additional or supplemental information along with this form.

Please return to:

Kellie Weaver, City Clerk
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380
(209) 668-5540, Ext. 1110

Signature



Date

2/21/13

KELLIE E. WEAVER
CITY CLERK
kweaver@turlock.ca.us



RECEIVED
OFFICE OF THE CITY CLERK
ADMINISTRATION
FEB 26 2013

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

Office of the
City Clerk

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

- | | |
|---|--|
| <input type="checkbox"/> Arts Commission
<i>(please include a one page statement of interest and a letter of recommendation)</i> | <input type="checkbox"/> Stanislaus County Airport Advisory Committee |
| <input type="checkbox"/> Parks, Recreation & Community Commission | <input type="checkbox"/> Stanislaus County Local Task Force on Solid Waste |
| <input checked="" type="checkbox"/> Planning Commission | <input type="checkbox"/> Turlock Mosquito Abatement District Board of Trustees |
| <input type="checkbox"/> Development Collaborative Advisory Committee | <input type="checkbox"/> Other _____ |

Please provide the following information (use reverse side or additional paper, if needed)

Name: Michael Camara

Address: _____ Zip Code: 95382

Telephone: Home: _____ Work: _____

Do you live within the City limits? Yes Are you registered to vote? Yes

How long have you lived in Turlock? Since elementary school

Are you, or are you related to, a current City employee? No If yes, please indicate the person's name and relationship, if not yourself. _____

Occupation: Entrepreneur / Dairy Farmer

Business Address: _____ Zip Code: 95381

Education (highest school year complete, degrees, etc.): B.S. in Psychology & minors in history & economics: Santa Clara University

Employment Highlights: I was a participant of the Japan Exchange & Teaching Program (2003-2006) & Partnered with my brother (2007) in a dairy farm venture

Prior Public Service, if any: I've not held any public office or served in an elected position.

Present and past community activities and organizations: I am an active member of the Turlock 20s/30s Club and founded an academic tutoring & mentoring 501c3 org. in 2010

What are your most important qualifications for the commission(s) or committees(s) that you indicated above?

See attached addendum.

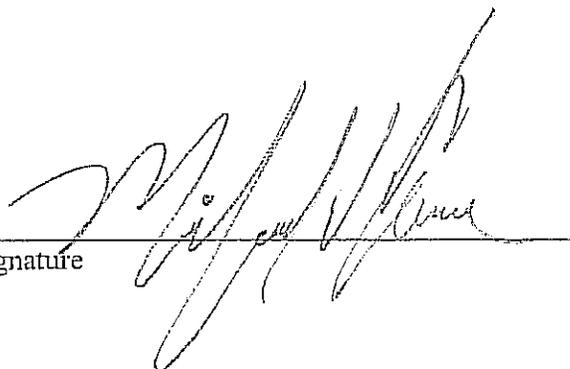
NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF RECEIPT.

You may submit additional or supplemental information along with this form.

Please return to:

Kellie Weaver, City Clerk
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380
(209) 668-5540, Ext. 1110

Signature



Date

Feb. 26th 2013

Jim Reape

RECEIVED

FEB 25 2013

City of Turlock
Administrative Services

February 25, 2013

John Lazar
Mayor
City of Turlock
156 S. Broadway
Turlock, California 95380

Dear Mr. Lazar,

Attached is an application for Planning Commission. At Family Medical Group I make my living serving Turlock citizens one at a time. I have been looking for an opportunity to serve the Turlock community as a whole. I mentioned to Michael Cooke and Nick Hackler that I was considering this. Both have encouraged me to apply.

I look forward to hearing from you. Call anytime on my cell. I won't answer if I have rubber gloves on but, I will call you right back.

Sincerely yours,



Jim Reape

CITIZENS DESIRING TO SERVE THEIR CITY

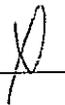
Please indicate your preference:

_____ **Arts Commission**
*(please include a one page statement of
interest and a letter of recommendation)*

_____ **Stanislaus County Airport Advisory
Committee**

_____ **Parks, Recreation & Community
Commission**

_____ **Stanislaus County Local Task Force
on Solid Waste**

 _____ **Planning Commission**

_____ **Turlock Mosquito Abatement District Board
of Trustees**

_____ **Development Collaborative Advisory
Committee**

_____ **Other** _____

Please provide the following information (use reverse side or additional paper, if needed)

Name: Jim O'Leary

Address: _____ Zip Code: 95382

Telephone: Home: _____ Work: _____

Do you live within the City limits? yes Are you registered to vote? yes

How long have you lived in Turlock? 21 years

Are you, or are you related to, a current City employee? No If yes, please indicate the person's name and relationship, if not yourself. _____

Occupation: Family Nurse Practitioner / Physician Assistant

Business Address: _____ Zip Code: 95382

Education (highest school year complete, degrees, etc.): Associates in Nursing
UC Davis FNP/PA certificate program

Employment Highlights: US Air Force 1986 - 1992, Emanuel
Medical Center 1992 - 2001, Family Medical Group
2001 - current

Prior Public Service, if any: US Air Force Monitors Technician

Present and past community activities and organizations: President Denver
Sports Boosters 2004 - 2009, Turlock Running
Club - various positions 2004 - current

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? As a health care provider, I need
an understanding of the needs business owners
have of their community leadership as well as
the needs of other citizens. Thought full → over

NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF RECEIPT.

You may submit additional or supplemental information along with this form.

Please return to:

Kellie Weaver, City Clerk
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380
(209) 668-5540, Ext. 1110


Signature

2-25-13
Date

Planning has made Turlock more attractive to business and head and shoulders above our surrounding communities in terms of great places to live.

Turlock has been very good to me. I look forward to helping ensure we continue smart healthful growth.

KELLIE E. WEAVER
CITY CLERK
kweaver@turlock.ca.us



OFFICE OF THE CITY CLERK
ADMINISTRATION

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 FAX 209-668-5668

CITIZENS DESIRING TO SERVE THEIR CITY
FEB 26 2012

Please indicate your preference:

Arts Commission
(please include a one page statement of interest and a letter of recommendation)

RECEIVED
Stanislaus County Airport Advisory Committee

Parks, Recreation & Community Commission

Stanislaus County Local Task Force on Solid Waste

Planning Commission

Turlock Mosquito Abatement District Board of Trustees

Development Collaborative Advisory Committee

Other _____

Please provide the following information (use reverse side or additional paper, if needed)

Name: JIM SHADE

Address: _____ Zip Code: 95382

Telephone: Home: _____ Work: _____

Do you live within the City limits? yes Are you registered to vote? yes

How long have you lived in Turlock? 56

Are you, or are you related to, a current City employee? No If yes, please indicate the person's name and relationship, if not yourself. _____

Occupation: ARCHITECT

Business Address: _____ Zip Code: 95380

Education (highest school year complete, degrees, etc.): Bach of Architecture 5yr

Employment Highlights: self since 1952

Prior Public Service, if any: Planning Commission
Safety Commission

Present and past community activities and organizations: DCAC, PLANNING COM.

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? PLANNING

NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF RECEIPT.

You may submit additional or supplemental information along with this form.

Please return to:

Kellie Weaver, City Clerk
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380
(209) 668-5540, Ext. 1110

 2.29-13
Signature Date

KELLIE E. WEAVER
CITY CLERK
kweaver@turlock.ca.us



RECEIVED
OFFICE OF THE CITY CLERK
MAR - 5 2013 ADMINISTRATION

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668
Office of the City Clerk

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

- | | |
|---|--|
| <input type="checkbox"/> Arts Commission
<i>(please include a one page statement of interest and a letter of recommendation)</i> | <input type="checkbox"/> Stanislaus County Airport Advisory Committee |
| <input type="checkbox"/> Parks, Recreation & Community Commission | <input type="checkbox"/> Stanislaus County Local Task Force on Solid Waste |
| XX <input checked="" type="checkbox"/> Planning Commission | <input type="checkbox"/> Turlock Mosquito Abatement District Board of Trustees |
| <input type="checkbox"/> Development Collaborative Advisory Committee | <input type="checkbox"/> Other _____ |

Please provide the following information (use reverse side or additional paper, if needed)

Name: Timm LaVelle

Address: _____ Zip Code: 95380

Telephone: Home: _____ Work: _____

Do you live within the City limits? YES Are you registered to vote? YES

How long have you lived in Turlock? 25 YEARS

Are you, or are you related to, a current City employee? NO If yes, please indicate the person's name and relationship, if not yourself.

Occupation: SELF EMPLOYED, BUSINESS OWNER- ACCOUNTING SERVICES

Business Address: _____ Zip Code: 95354

Education (highest school year complete, degrees, etc.): Masters' Degree in Public Administration

Employment Highlights:

Sales - working with the public on a daily basis.

Realtor - working with developers, city & county agencies, loan officers and home buyers.

City of Turlock - Internship with the Planning Department, updating the general plan.

Prior Public Service, if any:

Trustee and past President of the Turlock Unified School District (8 years)

Present and past community activities and organizations:

Member of Kiwanis of Greater Turlock.

Past president and executive member of Turlock Council of PTA. (3 years) Past president and executive member of the Julien PTA (8 years) Founding creator of "Turlock Shines" a community event to beautify Turlock. Volunteer at Turlock Together a community event supporting local families at Christmas.

What are your most important qualifications for the commission(s) or committees(s) that you indicated above?

While serving on the TUSD school board I gained practical experience working well with the other board members, the administrative staff and citizens of Turlock. Combining my experience of land acquisition and construction of several projects for the school district, as well as time spent as a realtor working with builders and city planning departments and my internship with the city planning department has given me the general knowledge needed for serving as a planning commissioner.

NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF RECEIPT.

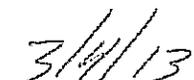
You may submit additional or supplemental information along with this form.

Please return to:

Kellie Weaver, City Clerk
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380
(209) 668-5540, Ext. 1110



Signature



Date



RECEIVED

AUG 23 2013

Office of the
City Clerk

August 8, 2013

City of Turlock
Turlock City Council
156 S. Broadway
Turlock, CA 95380

Dear Mayor John Lazar,

I would like take this opportunity to thank you, Mayor Lazar, and fellow Turlock City Council Members for making my years as a Planning Commissioner member a positive experience. I have truly enjoyed the process and community interaction.

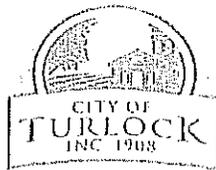
Please accept this letter as my written request for another appointment to continue my service as a Turlock City Planning Commissioner.

Sincerely,

Nicholas Hackler

RECEIVED

KELLIE E. WEAVER
CITY CLERK
kweaver@turlock.ca.us



OFFICE OF THE CITY CLERK
ADMINISTRATION

Office of the
City Clerk

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

Arts Commission
(please include a one page statement of interest and a letter of recommendation)

Stanislaus County Airport Advisory Committee

Parks, Recreation & Community Commission

Stanislaus County Local Task Force on Solid Waste

Planning Commission

Turlock Mosquito Abatement District Board of Trustees

Development Collaborative Advisory Committee

Other _____

Please provide the following information (use reverse side or additional paper, if needed)

Name: Victor Pedroza

Address: _____ Zip Code: 95380

Telephone: Home: Work:

Do you live within the City limits? Yes Are you registered to vote? Yes

How long have you lived in Turlock? 33 years

Are you, or are you related to, a current City employee? No If yes, please indicate the person's name and relationship, if not yourself. _____

Occupation: Food Safety Administrator, Realtor, Independent Consultant

Business Address: _____ Zip Code: 95380

Education (highest school year complete, degrees, etc.): B.S Ag Education, California State University Fresno.

Employment Highlights: 1981-1987 Newhall Land and Farming . Equipment Rental Division, 1987-2000 Grower Representative in the Almond Business, 2000-2012 Realtor, Independent Consultant Agriculture, 2012-present Food Safety Administrator Cantaloupes, Realtor, Independent Consultant.

Prior Public Service, if any: 12 years Turlock School District Trustee, 2 terms City of Turlock Planning Commission (Alternate), Project 165 Advisory Committee,

Present and past community activities and organizations: Have been very active in community activities throughout the years. Youth sports, school site counsels to name a few as my children grew in this community. Currently serve as Block Captain for Escondido Street and have hosted 8 consecutive National Night out events.

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? When I graduated California State University Fresno in 1981, my first job afforded me the opportunity to choose any community in the Central Valley in which to live. I chose Turlock because of its natural charm and warmth it presented. I was not wrong, I have raised my children here and became active almost from the beginning. I have seen Turlock grow from under 25,000 to today's population of almost 70,000. During my tenure as a Trustee for Turlock School District, we joined and with the Turlock City Counsel and help develop the growth of our city in a planned and managed way in order to avoid the pitfalls of uncontrolled growth.

When appointed, I would continue to serve the best interest of Turlock.

I would consider my greatest asset as that of being open to discussion and taking advantage of new opportunities as they arise.

NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF RECEIPT.

You may submit additional or supplemental information along with this form.

Please return to:

Kellie Weaver, City Clerk
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380
(209) 668-5540, Ext. 1110



Signature

11/5/13

Date

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS	}	RESOLUTION NO. 2014-
OF 11/14/13 IN THE AMOUNT OF	}	
\$4,200,807.12; DEMANDS OF 11/21/13 IN	}	
THE AMOUNT OF \$884,000.62; DEMANDS	}	
OF 12/5/13 IN THE AMOUNT OF \$1,111,596.87	}	
	}	

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:
11/14/13	\$4,200,807.12
11/21/13	\$884,000.62
12/5/13	\$1,111,596.87

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2014, 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: 11/8/2013 - To Payment Date: 11/14/2013

5A1

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check 95579	11/13/2013	Open			Utility Management Refund	CHAHAL, JASBIR	\$46.70		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$46.70		
95580	11/13/2013	Open			Utility Management Refund	COUCHMAN, NATHAN, JAMES	\$116.31		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$116.31		
95581	11/13/2013	Open			Utility Management Refund	ESSA, GABRIEL	\$139.43		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$139.43		
95582	11/13/2013	Open			Utility Management Refund	ESTRADA, ANDREW	\$122.76		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$122.76		
95583	11/13/2013	Open			Utility Management Refund	FIORINI, LORI	\$89.50		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$89.50		
95584	11/13/2013	Open			Utility Management Refund	GILL, PARMINDER, SINGH	\$129.99		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$129.99		
95585	11/13/2013	Open			Utility Management Refund	JOSLIN REAL ESTATE	\$106.05		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$106.05		
95586	11/13/2013	Open			Utility Management Refund	MARTENS, JOSHUA, T	\$135.43		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$135.43		
95587	11/14/2013	Open			Accounts Payable	4LEAF INC	\$3,566.34		
	Paying Fund			Cash Account			Amount		
	405 - Building			405.11000 (Cash)			\$3,566.34		
95588	11/14/2013	Open			Accounts Payable	ALFRED MATTHEWS COLLISION	\$1,831.10		

Payment Register

From Payment Date: 11/8/2013 - To Payment Date: 11/14/2013

Paying Fund		Cash Account	Amount
95589	110 - General Fund	110.11000 (Cash)	\$1,553.52
	246 - Landscape Assessment	246.11000 (Cash)	\$277.58
	11/14/2013 Open	Accounts Payable AT&T / CALNET 2	\$9,184.08
	Paying Fund	Cash Account	Amount
	110 - General Fund	110.11000 (Cash)	\$8,565.25
	205 - Sports Facilities	205.11000 (Cash)	\$39.56
	255 - CDBG	255.11000 (Cash)	\$12.66
	405 - Building	405.11000 (Cash)	\$12.05
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$222.97
	420 - WATER	420.11000 (Cash)	\$65.79
	426 - Transit - BLAST	426.11000 (Cash)	\$66.66
	501 - Information Technology	501.11000 (Cash)	\$86.57
	502 - Engineering	502.11000 (Cash)	\$12.94
	505 - Fleet	505.11000 (Cash)	\$99.63
95590	11/14/2013 Open	Accounts Payable AT&T/SBC	\$601.46
	Paying Fund	Cash Account	Amount
	110 - General Fund	110.11000 (Cash)	\$601.46
95591	11/14/2013 Open	Accounts Payable BALSWICK'S TIRE SHOP INC	\$1,681.11
	Paying Fund	Cash Account	Amount
	110 - General Fund	110.11000 (Cash)	\$1,681.11
95592	11/14/2013 Open	Accounts Payable BONANDER TRUCKS	\$160.39
	Paying Fund	Cash Account	Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$141.94
	426 - Transit - BLAST	426.11000 (Cash)	\$18.45
95593	11/14/2013 Open	Accounts Payable BUREAU VERITAS NO AMERICA	\$19,841.25
	Paying Fund	Cash Account	Amount
	405 - Building	405.11000 (Cash)	\$19,841.25
95594	11/14/2013 Open	Accounts Payable CAROLLO ENGINEERS	\$3,844.32
	Paying Fund	Cash Account	Amount
	420 - WATER	420.11000 (Cash)	\$3,844.32
95595	11/14/2013 Open	Accounts Payable CENTRAL VALLEY ENGINEERING & ASPHALT INC	\$270,199.58
	Paying Fund	Cash Account	Amount
	246 - Landscape Assessment	246.11000 (Cash)	\$270,199.58
95596	11/14/2013 Open	Accounts Payable CHARTER COMMUNICATIONS	\$78.40
	Paying Fund	Cash Account	Amount

Payment Register

From Payment Date: 11/8/2013 - To Payment Date: 11/14/2013

95597	110 - General Fund	11/14/2013	Open	110.11000 (Cash)	Accounts Payable	CITY OF TURLOCK - CASH	Amount	\$290.73
	410 - WATER QUALITY CONTROL (WQC)	11/14/2013	Open	410.11000 (Cash)	Accounts Payable	COMBINED BENEFITS ADMIN C	Amount	\$158,604.37
	420 - WATER	11/14/2013	Open	420.11000 (Cash)	Accounts Payable	COUNTRY FORD TRUCKS INC	Amount	\$169.52
	501 - Information Technology	11/14/2013	Open	501.11000 (Cash)	Accounts Payable	CULLIGAN INC	Amount	\$87.50
	110 - General Fund	11/14/2013	Open	110.11000 (Cash)	Accounts Payable	DOWNEY BRAND ATTORNEYS	Amount	\$525.25
	410 - WATER QUALITY CONTROL (WQC)	11/14/2013	Open	410.11000 (Cash)	Accounts Payable	EDWARDS, TROY J	Amount	\$2,476.80
	420 - WATER	11/14/2013	Open	420.11000 (Cash)	Accounts Payable	ENGINEERED FIRE SYST INC	Amount	\$360.00
	511 - Health Insurance	11/14/2013	Open	511.11000 (Cash)	Accounts Payable	FIRST TRANSIT INC	Amount	\$47,593.39
	110 - General Fund	11/14/2013	Open	110.11000 (Cash)	Accounts Payable	GOMES & SONS INC, JOE M	Amount	\$23,200.11
	205 - Sports Facilities	11/14/2013	Open	205.11000 (Cash)	Accounts Payable		Amount	\$13,517.78
	217 - Streets - Gas Tax	11/14/2013	Open	217.11000 (Cash)	Accounts Payable		Amount	\$414.55
	246 - Landscape Assessment	11/14/2013	Open	246.11000 (Cash)	Accounts Payable		Amount	\$1,531.75
	405 - Building	11/14/2013	Open	405.11000 (Cash)	Accounts Payable		Amount	\$1,810.59
	110 - General Fund	11/14/2013	Open	110.11000 (Cash)	Accounts Payable		Amount	\$51.44

Payment Register

From Payment Date: 11/8/2013 - To Payment Date: 11/14/2013

Paying Fund	Account	Account Description	Account Type	Amount
95606	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	\$1,923.39
	420 - WATER	420.11000 (Cash)		\$2,051.64
	425 - Transit - Dial A Ride	425.11000 (Cash)		\$1,181.95
	426 - Transit - BLAST	426.11000 (Cash)		\$550.99
	502 - Engineering	502.11000 (Cash)		\$166.03
	11/14/2013 Open	GRAINGER INC, W W		\$6,707.94
	Paying Fund	Cash Account		Amount
	110 - General Fund	110.11000 (Cash)		\$7.10
	205 - Sports Facilities	205.11000 (Cash)		\$14.20
	217 - Streets - Gas Tax	217.11000 (Cash)		\$7.10
	246 - Landscape Assessment	246.11000 (Cash)		\$7.10
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$6,651.15
	420 - WATER	420.11000 (Cash)		\$7.10
	425 - Transit - Dial A Ride	425.11000 (Cash)		\$7.10
	426 - Transit - BLAST	426.11000 (Cash)		\$7.09
	11/14/2013 Open	KLEINFELDER WEST INC dba KLEINFELDER INC	Accounts Payable	\$13,325.00
	Paying Fund	Cash Account		Amount
	215 - Streets - Grant Funded Projects	215.11000 (Cash)		\$1,228.00
	415 - Sewer Bond Projects	415.11000 (Cash)		\$11,302.00
	420 - WATER	420.11000 (Cash)		\$795.00
	11/14/2013 Open	LANGUAGE LINE SERVICES	Accounts Payable	\$10.75
	Paying Fund	Cash Account		Amount
	110 - General Fund	110.11000 (Cash)		\$10.75
	11/14/2013 Open	MC COY TRUCK TIRE SERVICE CENTER INC	Accounts Payable	\$143.00
	Paying Fund	Cash Account		Amount
	425 - Transit - Dial A Ride	425.11000 (Cash)		\$143.00
	11/14/2013 Open	MID CAL PIPELINE/UTIL INC	Accounts Payable	\$404,721.38
	Paying Fund	Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$174,030.19
	420 - WATER	420.11000 (Cash)		\$230,691.19
	11/14/2013 Open	MME	Accounts Payable	\$3,426.25
	Paying Fund	Cash Account		Amount
	215 - Streets - Grant Funded Projects	215.11000 (Cash)		\$3,426.25
	11/14/2013 Open	NEW WORLD SYSTEM CORP	Accounts Payable	\$267.00
	Paying Fund	Cash Account		Amount
	110 - General Fund	110.11000 (Cash)		\$213.00

Payment Register

From Payment Date: 11/8/2013 - To Payment Date: 11/14/2013

95513	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$27.00
	420 - WATER	420.11000 (Cash)			\$27.00
	11/14/2013 Open	Accounts Payable	NEXT LEVEL PARTS INC		\$32.12
	Paying Fund	Cash Account		Amount	
95514	246 - Landscape Assessment	246.11000 (Cash)			\$32.12
	11/14/2013 Open	Accounts Payable	NIXON EGLI EQUIPMENT CO		\$347,850.43
	Paying Fund	Cash Account		Amount	
95515	215 - Streets - Grant Funded Projects	215.11000 (Cash)			\$2,208,481.15
	11/14/2013 Open	Accounts Payable	OVERAA & CO INC, C		\$314.08
	Paying Fund	Cash Account		Amount	
95516	415 - Sewer Bond Projects	415.11000 (Cash)			\$299.83
	11/14/2013 Open	Accounts Payable	P G & E		\$3,497.70
	Paying Fund	Cash Account		Amount	
95517	110 - General Fund	110.11000 (Cash)			\$314.08
	11/14/2013 Open	Accounts Payable	PAUL'S PAINT COMPANY		\$299.83
	Paying Fund	Cash Account		Amount	
95518	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$299.83
	11/14/2013 Open	Accounts Payable	PLATT ELECTRIC SUPPLY		\$4,068.67
	Paying Fund	Cash Account		Amount	
95519	110 - General Fund	110.11000 (Cash)			\$358.94
	246 - Landscape Assessment	246.11000 (Cash)			\$605.58
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$2,533.18
	11/14/2013 Open	Accounts Payable	QUAD KNOFF INC		\$4,068.67
	Paying Fund	Cash Account		Amount	
95520	305 - Capital Facility Fees	305.11000 (Cash)			\$4,068.67
	11/14/2013 Open	Accounts Payable	REED INC, GEORGE		\$98,836.37
	Paying Fund	Cash Account		Amount	
95521	215 - Streets - Grant Funded Projects	215.11000 (Cash)			\$98,836.37
	11/14/2013 Open	Accounts Payable	SAFE-T-LITE CO INC		\$5,582.48
	Paying Fund	Cash Account		Amount	
95522	121 - Tourism-City Share & Econ Devel	121.11000 (Cash)			\$5,582.48
	11/14/2013 Open	Accounts Payable	SALLY SWANSON ARCHITECTS INC		\$3,931.20
	Paying Fund	Cash Account		Amount	
95523	301 - Capital Improvement	301.11000 (Cash)			\$3,931.20
	11/14/2013 Open	Accounts Payable	SAN JOAQUIN VALLEY		\$117.00
	Paying Fund	Cash Account		Amount	

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95624	420 - WATER 11/14/2013 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	SHARPENING SHOP	\$117.00	\$84.09
95625	410 - WATER QUALITY CONTROL (WQC) 11/14/2013 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	SIERRA FOOTHILL LAB INC	\$275.00	\$275.00
95626	410 - WATER QUALITY CONTROL (WQC) 11/14/2013 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	SOUTHWEST SCHOOL &	\$21.74	\$21.74
95627	270 - Recreation Grants 11/14/2013 Paying Fund	Open	270.11000 (Cash)	Accounts Payable	STANISLAUS REGIONAL TRANS	\$1,358.50	\$1,358.50
95628	110 - General Fund 11/14/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	STATE WATER RESOURCE CTNL	\$1,540.00	\$1,540.00
95629	410 - WATER QUALITY CONTROL (WQC) 11/14/2013 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	T I D	\$17,156.89	\$17,156.89
95630	110 - General Fund 216 - Streets - Local Transportation 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 426 - Transit - BLAST 505 - Fleet 11/14/2013 Paying Fund	Open	110.11000 (Cash) 216.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 426.11000 (Cash) 505.11000 (Cash)	Accounts Payable	TANKO STREET LIGHTTING SVC	\$1,291.46 \$2,522.75 \$1,184.88 \$11,248.90 \$239.97 \$668.93	\$2,098.69
95631	246 - Landscape Assessment 11/14/2013 Paying Fund	Open	246.11000 (Cash)	Accounts Payable	THE MECHANICS BANK	\$2,098.69	\$116,235.85
95632	415 - Sewer Bond Projects 11/14/2013 Paying Fund	Open	415.11000 (Cash)	Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$116,235.85	\$5,000.00
95633	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 11/14/2013 Paying Fund	Open	410.11000 (Cash) 420.11000 (Cash)	Accounts Payable	TRANSIT HOLDINGS INC - NEW FLYER	\$2,500.00 \$2,500.00	\$1,335.03

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95634	426 - Transit - BLAST 11/14/2013 Open Paying Fund	426.11000 (Cash) Accounts Payable	TURLOCK SCAVENGER CO INC	\$1,335.03 Amount	\$400,000.00
95635	110 - General Fund 11/14/2013 Open Paying Fund	110.11000 (Cash) Accounts Payable	TURLOCK UNIFIED	\$400,000.00 Amount	\$81.00
95636	110 - General Fund 11/14/2013 Open Paying Fund	110.11000 (Cash) Accounts Payable	WEST COAST SAND & GRAVEL	\$81.00 Amount	\$490.89
95637	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 11/14/2013 Open Paying Fund	410.11000 (Cash) 420.11000 (Cash) Accounts Payable	WEST STEEL & PLASTIC	\$490.89 \$0.00 Amount	\$484.60
95638	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 11/14/2013 Open Paying Fund	110.11000 (Cash) 410.11000 (Cash) Accounts Payable	WILLEY PRINTING CO	\$87.61 \$396.99 Amount	\$1,396.98
95639	426 - Transit - BLAST 11/14/2013 Open Paying Fund	426.11000 (Cash) Accounts Payable	Associated Feed	\$1,396.98 Amount	\$617.97
95640	110 - General Fund 11/14/2013 Open Paying Fund	110.11000 (Cash) Accounts Payable	BEEBE, AMY	\$617.97 Amount	\$580.00
95641	110 - General Fund 11/14/2013 Open Paying Fund	110.11000 (Cash) Accounts Payable	BEST WESTERN UNIVERSITY LODGE	\$580.00 Amount	\$299.70
95642	110 - General Fund 11/14/2013 Open Paying Fund	110.11000 (Cash) Accounts Payable	BRAVO, JOSE LUIS	\$299.70 Amount	\$300.00
95643	110 - General Fund 11/14/2013 Open Paying Fund	110.11000 (Cash) Accounts Payable	COOKE, MICHAEL	\$300.00 Amount	\$100.00
95644	420 - WATER 11/14/2013 Open Paying Fund	420.11000 (Cash) Accounts Payable	CVTOA	\$100.00 Amount	\$800.00
	110 - General Fund	110.11000 (Cash)		\$800.00 Amount	

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Payment ID	Payment Date	Open	Paying Fund	Account Type	Account Name	Cash Account	Amount
95645	11/14/2013	Open	110 - General Fund	Accounts Payable	EL CAPITAN ENVIRONMENTAL SERVICES	110.11000 (Cash)	\$81.00
95646	11/14/2013	Open	110 - General Fund	Accounts Payable	HALVORSON, JOSHUA	110.11000 (Cash)	\$300.00
95647	11/14/2013	Open	110 - General Fund	Accounts Payable	HILTON GARDEN INN ROSEVILLE	110.11000 (Cash)	\$511.30
95648	11/14/2013	Open	110 - General Fund	Accounts Payable	HILTON GARDEN INN ROSEVILLE	110.11000 (Cash)	\$511.30
95649	11/14/2013	Open	110 - General Fund	Accounts Payable	NISHIHARA WILKINSON DESIGN INC.	110.11000 (Cash)	\$21.00
95650	11/14/2013	Open	110 - General Fund	Accounts Payable	PICCIANO, ERIC	110.11000 (Cash)	\$600.00
95651	11/14/2013	Open	502 - Engineering	Accounts Payable	RAMOS, IGNACIO	502.11000 (Cash)	\$81.00
95652	11/14/2013	Open	110 - General Fund	Accounts Payable	SMITH, LANA	110.11000 (Cash)	\$162.00
95653	11/14/2013	Open	110 - General Fund	Accounts Payable	SOUSA, MARY	110.11000 (Cash)	\$300.00
95654	11/14/2013	Open	110 - General Fund	Accounts Payable	TRAINING FOR SAFETY, IMNC	110.11000 (Cash)	\$327.00
95655	11/14/2013	Open	110 - General Fund	Accounts Payable	WEJIMAR, SCOTT	110.11000 (Cash)	\$161.37
95656	11/14/2013	Voided	110 - General Fund	Accounts Payable	Whitmore, Debbie	110.11000 (Cash)	\$600.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
95658	11/19/2013	Open			Accounts Payable	KYOCERA DOCUMENT SOLUTIONS AMERICA INC	\$843.58		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$804.85			
	405 - Building			405.11000 (Cash)		\$19.36			
	505 - Fleet			505.11000 (Cash)		\$19.37			
95659	11/20/2013	Open			Utility Management Refund	BENGE, JUSTIN	\$60.97		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$60.97			
95660	11/20/2013	Open			Utility Management Refund	BROWN, STEVEN, GERALD	\$58.46		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$58.46			
95661	11/20/2013	Open			Utility Management Refund	DANIEL, TATIANA	\$61.57		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$61.57			
95662	11/20/2013	Open			Utility Management Refund	PEERA, JOE	\$215.65		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$215.65			
95663	11/20/2013	Open			Utility Management Refund	RAMIREZ, ANGEL	\$54.45		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$54.45			
95664	11/20/2013	Open			Utility Management Refund	SANTOS, JOSEPH, CRAIG	\$128.51		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$128.51			
95665	11/20/2013	Open			Utility Management Refund	SCHROYER, URSULA	\$88.08		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$88.08			
95666	11/21/2013	Open			Accounts Payable	A & A PORTABLES INC	\$103.41		
	Paying Fund			Cash Account		Amount			

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Account Number	Account Name	Account Type	Account Description	Amount
95667	246 - Landscape Assessment	Open	ACCOUNTTEMP'S INC	\$103.41
	11/21/2013	Paying Fund	Cash Account	\$371.67
	410 - WATER QUALITY CONTROL (WQC)	Open	AIRGAS NCN	\$371.66
	420 - WATER	Paying Fund	Cash Account	\$773.95
95668	410 - WATER QUALITY CONTROL (WQC)	Open	AMERICA'S AUTO GLASS	\$128.74
	11/21/2013	Paying Fund	Cash Account	\$128.74
95670	110 - General Fund	Open	AMERICAN SEALS WEST INC	\$46.44
	11/21/2013	Paying Fund	Cash Account	\$46.44
95671	410 - WATER QUALITY CONTROL (WQC)	Open	AMERICAN WATER WORKS ASSOCIATION	\$404.00
	11/21/2013	Paying Fund	Cash Account	\$404.00
95672	420 - WATER	Open	AMERINATN'L COMM SERVICE	\$3,600.00
	11/21/2013	Paying Fund	Cash Account	\$3,600.00
95673	255 - CDBG	Open	APPLIED PEST MANAGEMENT INC	\$220.00
	11/21/2013	Paying Fund	Cash Account	\$220.00
95674	410 - WATER QUALITY CONTROL (WQC)	Open	ARMOR FIRE EXTINGUISHER	\$152.73
	11/21/2013	Paying Fund	Cash Account	\$152.73
95675	110 - General Fund	Open	AT&T MOBILITY	\$844.92
	11/21/2013	Paying Fund	Cash Account	\$844.92
95676	110 - General Fund	Open	AT&T/SBC	\$31.65
	11/21/2013	Paying Fund	Cash Account	\$31.65
95677	110 - General Fund	Open	BADGER METER INC	\$5,648.96
	11/21/2013	Paying Fund	Cash Account	\$5,648.96
95678	420 - WATER	Open	BANK OF AGRICULTURE & COMMERCE	\$729.80
	11/21/2013	Paying Fund	Cash Account	\$729.80

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Paying Fund	Cash Account	Amount
95679	305.11000 (Cash)	\$729.80
	11/21/2013 Open	
	Accounts Payable	
	CALIF CAD SOLUTIONS INC	\$1,000.00
95680	501.11000 (Cash)	\$1,000.00
	11/21/2013 Open	
	Accounts Payable	
	CAROLLO ENGINEERS	\$69,642.47
95681	410.11000 (Cash)	\$32,757.71
	11/21/2013 Open	
	Accounts Payable	
	CARROLL INC, ROSS F.	\$36,884.76
95682	215.11000 (Cash)	\$1,505.75
	11/21/2013 Open	
	Accounts Payable	
	CENTRAL SANITARY SUPPLY	\$3,031.59
95683	410.11000 (Cash)	\$3,031.59
	11/21/2013 Open	
	Accounts Payable	
	CENTRAL VALLEY CONCRETE	\$444.70
95684	410.11000 (Cash)	\$444.70
	11/21/2013 Open	
	Accounts Payable	
	CHARTER COMMUNICATIONS	\$698.98
95685	501.11000 (Cash)	\$454.00
	11/21/2013 Open	
	Accounts Payable	
	CLARK PEST CONTROL INC	\$585.00
95686	410.11000 (Cash)	\$585.00
	11/21/2013 Open	
	Accounts Payable	
	COLE-FARMER INSTRUMENT COMPANY	\$226.51
95687	410.11000 (Cash)	\$226.51
	11/21/2013 Open	
	Accounts Payable	
	COMBINED BENEFITS ADMIN C	\$24,983.58
95688	511.11000 (Cash)	\$24,983.58
	11/21/2013 Open	
	Accounts Payable	
	COMBINED BENEFITS ADMIN-	\$8,958.50
	511.11000 (Cash)	\$8,958.50

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95689	11/21/2013	Open	Accounts Payable	COMBINED BENEFITS ADMIN/	\$3,267.80
		Paying Fund	Cash Account		
		511 - Health Care	511.11000 (Cash)		\$3,267.80
95690	11/21/2013	Open	Accounts Payable	CRESCENT SURPLUS INC	\$167.97
		Paying Fund	Cash Account		
		110 - General Fund	110.11000 (Cash)		\$167.97
95691	11/21/2013	Open	Accounts Payable	CWEA	\$1,294.00
		Paying Fund	Cash Account		
		410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$1,294.00
95692	11/21/2013	Open	Accounts Payable	D C VIENT INC	\$1,159.20
		Paying Fund	Cash Account		
		305 - Capital Facility Fees	305.11000 (Cash)		\$1,159.20
95693	11/21/2013	Open	Accounts Payable	DELTA WIRELESS & NETWORK	\$71,356.44
		Paying Fund	Cash Account		
		110 - General Fund	110.11000 (Cash)		\$499.44
		305 - Capital Facility Fees	305.11000 (Cash)		\$70,857.00
95694	11/21/2013	Open	Accounts Payable	DIEDE CONSTRUCTION INC	\$6,568.20
		Paying Fund	Cash Account		
		305 - Capital Facility Fees	305.11000 (Cash)		\$6,568.20
95695	11/21/2013	Open	Accounts Payable	ECONOMIC & PLANNING INC	\$700.00
		Paying Fund	Cash Account		
		705 - NW Triangle Mello Roos (CFD #1)	705.11000 (Cash)		\$700.00
95696	11/21/2013	Open	Accounts Payable	FARIA, JAMIE	\$624.00
		Paying Fund	Cash Account		
		104 - Payroll Clearing Fund	104.11000 (Cash)		\$624.00
95697	11/21/2013	Open	Accounts Payable	FEDERAL EXPRESS	\$361.76
		Paying Fund	Cash Account		
		110 - General Fund	110.11000 (Cash)		\$320.45
		255 - CDBG	255.11000 (Cash)		\$21.79
		410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$8.65
		420 - WATER	420.11000 (Cash)		\$10.87
95698	11/21/2013	Open	Accounts Payable	FINANCIAL CREDIT NETWORK	\$699.03
		Paying Fund	Cash Account		
		110 - General Fund	110.11000 (Cash)		\$203.14
		410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$274.79
		420 - WATER	420.11000 (Cash)		\$221.10
95699	11/21/2013	Open	Accounts Payable	GOMES PROPANE	\$169.00

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Paying Fund	Cash Account	Amount
95700	217 - Streets - Gas Tax 11/21/2013 Open Paying Fund	\$169.00
	Accounts Payable	\$886.83
	GROENIGER & CO INC	
95701	420 - WATER 11/21/2013 Open Paying Fund	\$498.52
	Accounts Payable	\$886.83
	HARDER'S PRINT SHOP INC	
95702	110 - General Fund 11/21/2013 Open Paying Fund	\$475.59
	Accounts Payable	\$498.52
	HAWORTH INC	
95703	305 - Capital Facility Fees 11/21/2013 Open Paying Fund	\$171.66
	Accounts Payable	\$475.59
	HILMAR READY MIX	
95704	217 - Streets - Gas Tax 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 11/21/2013 Open Paying Fund	\$726.44
	Accounts Payable	\$77.49
	HUB INT'L OF CA INS SVC	\$48.43
		\$45.74
95705	110 - General Fund 11/21/2013 Open Paying Fund	\$623.04
	Accounts Payable	\$726.44
	HUNTINGTON COURT REPORTER	
95706	110 - General Fund 11/21/2013 Open Paying Fund	\$6,179.10
	Accounts Payable	\$623.04
	IBM CORPORATION	
95707	110 - General Fund 501 - Information Technology 11/21/2013 Open Paying Fund	\$2,073.93
	Accounts Payable	\$2,914.47
	ITRON INC	\$3,264.63
95708	420 - WATER 11/21/2013 Open Paying Fund	\$75.00
	Accounts Payable	\$2,073.93
	J L ANALYTICAL SER INC	
95709	410 - WATER QUALITY CONTROL (WQC) 11/21/2013 Open Paying Fund	\$1,265.55
	Accounts Payable	\$75.00
	JCS PROPERTIES LLC	
95710	625 - Successor Agency - LMI 11/21/2013 Open Paying Fund	\$976.75
	Accounts Payable	\$1,265.55
	KEY SEAL PRODUCTS INC	

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95711	217 - Streets - Gas Tax 11/21/2013 Paying Fund	Open	217.11000 (Cash)	Accounts Payable	KID TIME FITNESS COMPANY	\$976.75
	110 - General Fund	Open	110.11000 (Cash)	Cash Account		\$1,008.00
95712	11/21/2013 Paying Fund	Open	217.11000 (Cash)	Accounts Payable	LEHIGH HANSON INC	\$600.68
	410 - WATER QUALITY CONTROL (WQC)	Open	410.11000 (Cash)	Cash Account		\$211.13
95713	11/21/2013 Paying Fund	Open	502.11000 (Cash)	Accounts Payable	MADRUGA BROS ENT INC	\$699.00
	110 - General Fund	Open	110.11000 (Cash)	Cash Account		\$606.00
	255 - CDBG	Open	255.11000 (Cash)	Cash Account		\$3.00
	405 - Building	Open	405.11000 (Cash)	Cash Account		\$6.00
	410 - WATER QUALITY CONTROL (WQC)	Open	410.11000 (Cash)	Cash Account		\$48.00
	420 - WATER	Open	420.11000 (Cash)	Cash Account		\$27.00
95714	502 - Engineering 11/21/2013 Paying Fund	Open	502.11000 (Cash)	Accounts Payable	MAGIC SANDS MOBILE HOME	\$252.54
	625 - Successor Agency - LMI	Open	625.11000 (Cash)	Cash Account		\$252.54
95715	11/21/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	MGT OF AMERICA INC	\$4,600.00
	110 - General Fund	Open	110.11000 (Cash)	Cash Account		\$4,600.00
95716	11/21/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	MISSION LINEN SUPPLY INC	\$3,660.39
	110 - General Fund	Open	110.11000 (Cash)	Cash Account		\$701.50
	205 - Sports Facilities	Open	205.11000 (Cash)	Cash Account		\$106.52
	217 - Streets - Gas Tax	Open	217.11000 (Cash)	Cash Account		\$222.60
	246 - Landscape Assessment	Open	246.11000 (Cash)	Cash Account		\$164.16
	410 - WATER QUALITY CONTROL (WQC)	Open	410.11000 (Cash)	Cash Account		\$1,750.90
	420 - WATER	Open	420.11000 (Cash)	Cash Account		\$212.10
95717	505 - Fleet 11/21/2013 Paying Fund	Open	505.11000 (Cash)	Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	\$92.26
	110 - General Fund	Open	110.11000 (Cash)	Cash Account		\$92.26
95718	11/21/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	MONTE VISTA SMALL ANIMAL HOSPITAL	\$633.00
	110 - General Fund	Open	110.11000 (Cash)	Cash Account		\$32.00

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95719	203 - Animal Fee Forfeiture 11/21/2013 Open Paying Fund	203.11000 (Cash) Accounts Payable Cash Account	MULBERRY MOBILE PARK	\$601.00 Amount
95720	625 - Successor Agency - LMI 11/21/2013 Open Paying Fund	625.11000 (Cash) Accounts Payable Cash Account	NEW MEXICO CHILD SUPPORT ENFORCEMENT DIVISION	\$156.98 Amount
95721	104 - Payroll Clearing Fund 11/21/2013 Open Paying Fund	104.11000 (Cash) Accounts Payable Cash Account	NORTH AMERICAN YOUTH ACTIVITIES LLC, KIDZ LOVE SOCCER	\$125.00 Amount
95722	110 - General Fund 11/21/2013 Open Paying Fund	110.11000 (Cash) Accounts Payable Cash Account	OMNI-MEANS INC	\$5,436.20 Amount
95723	305 - Capital Facility Fees 11/21/2013 Open Paying Fund	305.11000 (Cash) Accounts Payable Cash Account	P G & E	\$6,639.92 Amount
95724	110 - General Fund 217 - Streets - Gas Tax 410 - WATER QUALITY CONTROL (WQC) 426 - Transit - BLAST 505 - Fleet 11/21/2013 Open Paying Fund	110.11000 (Cash) 217.11000 (Cash) 410.11000 (Cash) 426.11000 (Cash) 505.11000 (Cash) Accounts Payable Cash Account	PACE SUPPLY CORPORATION	\$269.12 \$7.84 \$173.05 \$289.58 \$6,612.27 Amount
95725	420 - WATER 11/21/2013 Open Paying Fund	420.11000 (Cash) Accounts Payable Cash Account	PACIFIC STORAGE COMPANY	\$384.22 Amount
95726	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 11/21/2013 Open Paying Fund	110.11000 (Cash) 410.11000 (Cash) Accounts Payable Cash Account	PINEAPP LTD	\$289.00 \$31.00 Amount
95727	501 - Information Technology 11/21/2013 Open Paying Fund	501.11000 (Cash) Accounts Payable Cash Account	PLATT ELECTRIC SUPPLY	\$1,678.00 Amount
95728	246 - Landscape Assessment 11/21/2013 Open Paying Fund	246.11000 (Cash) Accounts Payable Cash Account	POLYDYNE INC	\$671.02 Amount
				\$11,782.79 Amount

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95729	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	PRESORT CTR STOCKTON INC	\$11,782.79
	11/21/2013 Open				
	Paying Fund	Cash Account			\$9,034.28
	110 - General Fund	110.11000 (Cash)			\$3,011.42
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$3,011.43
	420 - WATER	420.11000 (Cash)			\$3,011.43
95730	11/21/2013 Open		Accounts Payable	PROTECH SECURITY/ELEC INC	\$70.00
	Paying Fund	Cash Account			
	110 - General Fund	110.11000 (Cash)			\$70.00
95731	11/21/2013 Open		Accounts Payable	RAY MORGAN COMPANY	\$3,025.41
	Paying Fund	Cash Account			
	110 - General Fund	110.11000 (Cash)			\$1,967.01
	205 - Sports Facilities	205.11000 (Cash)			\$20.16
	217 - Streets - Gas Tax	217.11000 (Cash)			\$4.01
	246 - Landscape Assessment	246.11000 (Cash)			\$4.01
	405 - Building	405.11000 (Cash)			\$24.17
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$660.46
	420 - WATER	420.11000 (Cash)			\$75.42
	502 - Engineering	502.11000 (Cash)			\$270.17
95732	11/21/2013 Open		Accounts Payable	SAFE-T-LITE CO INC	\$128.68
	Paying Fund	Cash Account			
	246 - Landscape Assessment	246.11000 (Cash)			\$91.92
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$36.76
95733	11/21/2013 Open		Accounts Payable	SAFETY-KLEEN CORPORATION	\$134.32
	Paying Fund	Cash Account			
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$134.32
95734	11/21/2013 Open		Accounts Payable	SANTA FE AGGREGATES INC	\$305.48
	Paying Fund	Cash Account			
	217 - Streets - Gas Tax	217.11000 (Cash)			\$305.48
95735	11/21/2013 Open		Accounts Payable	SIERRA CHEMICAL CO	\$7,045.13
	Paying Fund	Cash Account			
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$7,045.13
95736	11/21/2013 Open		Accounts Payable	SPRINT	\$2,409.26
	Paying Fund	Cash Account			
	110 - General Fund	110.11000 (Cash)			\$505.72
	205 - Sports Facilities	205.11000 (Cash)			\$134.46
	217 - Streets - Gas Tax	217.11000 (Cash)			\$117.42

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246 - Landscape Assessment	246.11000 (Cash)			\$56.46
270 - Recreation Grants	270.11000 (Cash)			\$42.14
405 - Building	405.11000 (Cash)			\$92.82
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$377.83
420 - WATER	420.11000 (Cash)			\$274.63
426 - Transit - BLAST	426.11000 (Cash)			\$55.13
502 - Engineering	502.11000 (Cash)			\$671.72
505 - Fleet	505.11000 (Cash)			\$80.93
95737	11/21/2013	Open	Accounts Payable	\$4,139.20
	Paying Fund		STANISLAUS COUNTY - TAX	
			Cash Account	Amount
258 - Housing Stimulus Funds	258.11000 (Cash)			\$4,139.20
95738	11/21/2013	Open	Accounts Payable	\$378.45
	Paying Fund		STANISLAUS CTY SHERIFF	
			Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)			\$378.45
95739	11/21/2013	Open	Accounts Payable	\$652.00
	Paying Fund		STATE OF CALIFORNIA	
			Cash Account	Amount
110 - General Fund	110.11000 (Cash)			\$652.00
95740	11/21/2013	Open	Accounts Payable	\$439.13
	Paying Fund		SUPPORT PAYMENT CLEARING	
			Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)			\$439.13
95741	11/21/2013	Open	Accounts Payable	\$207,592.14
	Paying Fund		T I D	
			Cash Account	Amount
110 - General Fund	110.11000 (Cash)			\$11,649.01
216 - Streets - Local Transportation	216.11000 (Cash)			\$25,327.95
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$145,148.04
420 - WATER	420.11000 (Cash)			\$25,467.14
95742	11/21/2013	Open	Accounts Payable	\$2,579.53
	Paying Fund		TBA AUTO PARTS	
			Cash Account	Amount
110 - General Fund	110.11000 (Cash)			\$1,111.17
205 - Sports Facilities	205.11000 (Cash)			\$220.31
217 - Streets - Gas Tax	217.11000 (Cash)			\$117.34
246 - Landscape Assessment	246.11000 (Cash)			\$89.18
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$55.70
420 - WATER	420.11000 (Cash)			\$466.19
425 - Transit - Dial A Ride	425.11000 (Cash)			\$342.76
426 - Transit - BLAST	426.11000 (Cash)			\$158.71
502 - Engineering	502.11000 (Cash)			\$18.17

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Account Number	Date	Account Name	Account Type	Account Number	Amount
95743	11/21/2013	Open	Accounts Payable	TERRA RENEWAL WEST LLC	\$35,346.60
		Paying Fund	Cash Account		
		410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$35,346.60
95744	11/21/2013	Open	Accounts Payable	THE COSTUME CITY INC	\$5,480.00
		Paying Fund	Cash Account		
		204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)		\$5,480.00
95745	11/21/2013	Open	Accounts Payable	THE TRUCK LIGHTHOUSE	\$1,628.80
		Paying Fund	Cash Account		
		217 - Streets - Gas Tax	217.11000 (Cash)		\$1,628.80
95746	11/21/2013	Open	Accounts Payable	TURLOCK DOWNTOWN &	\$150.00
		Paying Fund	Cash Account		
		110 - General Fund	110.11000 (Cash)		\$150.00
95747	11/21/2013	Open	Accounts Payable	TURLOCK FAMILY NETWORK INC	\$1,000.23
		Paying Fund	Cash Account		
		255 - CDBG	255.11000 (Cash)		\$1,000.23
95748	11/21/2013	Open	Accounts Payable	TURLOCK SCAVENGER CO INC	\$200,000.00
		Paying Fund	Cash Account		
		110 - General Fund	110.11000 (Cash)		\$200,000.00
95749	11/21/2013	Open	Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$543.00
		Paying Fund	Cash Account		
		110 - General Fund	110.11000 (Cash)		\$543.00
95750	11/21/2013	Open	Accounts Payable	UNIVAR USA INC	\$5,112.03
		Paying Fund	Cash Account		
		410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$5,112.03
95751	11/21/2013	Open	Accounts Payable	US BANK-VISA	\$73,375.29
		Paying Fund	Cash Account		
		110 - General Fund	110.11000 (Cash)		\$73,375.29
		203 - Animal Fee Forfeiture	203.11000 (Cash)		\$24,293.57
		205 - Sports Facilities	205.11000 (Cash)		\$317.70
		217 - Streets - Gas Tax	217.11000 (Cash)		\$2,226.17
		226 - Traffic Tax	226.11000 (Cash)		\$1,427.77
		246 - Landscape Assessment	246.11000 (Cash)		\$782.43
		255 - CDBG	255.11000 (Cash)		\$2,511.82
		265 - Fire Department Grants	265.11000 (Cash)		\$490.18
		266 - Police Services Grants	266.11000 (Cash)		\$250.00
		270 - Recreation Grants	270.11000 (Cash)		\$642.63
					\$1,484.49

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305 - Capital Facility Fees	305.11000 (Cash)		\$1,418.14
405 - Building	405.11000 (Cash)		\$1,158.37
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$7,716.98
420 - WATER	420.11000 (Cash)		\$2,361.33
425 - Transit - Dial A Ride	425.11000 (Cash)		\$233.42
501 - Information Technology	501.11000 (Cash)		\$18,591.21
502 - Engineering	502.11000 (Cash)		\$7,335.42
505 - Fleet	505.11000 (Cash)		\$110.00
602 - Downtown Improvement Project	602.11000 (Cash)		\$23.66
95752	11/21/2013	Accounts Payable	
	Paying Fund	VERIZON WIRELESS	\$928.34
		Cash Account	Amount
110 - General Fund	110.11000 (Cash)		\$928.34
95753	11/21/2013	Accounts Payable	
	Paying Fund	VETERINARY MED CTR INC	\$315.00
		Cash Account	Amount
203 - Animal Fee Forfeiture	203.11000 (Cash)		\$315.00
95754	11/21/2013	Accounts Payable	
	Paying Fund	VINE & SONS INC, ER	\$2,379.38
		Cash Account	Amount
110 - General Fund	110.11000 (Cash)		\$793.23
205 - Sports Facilities	205.11000 (Cash)		\$11.90
217 - Streets - Gas Tax	217.11000 (Cash)		\$424.83
246 - Landscape Assessment	246.11000 (Cash)		\$76.16
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$595.56
420 - WATER	420.11000 (Cash)		\$112.03
425 - Transit - Dial A Ride	425.11000 (Cash)		\$59.13
426 - Transit - BLAST	426.11000 (Cash)		\$294.64
502 - Engineering	502.11000 (Cash)		\$11.90
95755	11/21/2013	Accounts Payable	
	Paying Fund	WEST PUBLISHING CORPORATION	\$137.45
		Cash Account	Amount
110 - General Fund	110.11000 (Cash)		\$137.45
95756	11/21/2013	Accounts Payable	
	Paying Fund	WESTERN VIEW MOBILE RANCH	\$2,738.88
		Cash Account	Amount
625 - Successor Agency - LMI	625.11000 (Cash)		\$2,738.88
95757	11/21/2013	Accounts Payable	
	Paying Fund	WESTFORK ESTATES	\$614.60
		Cash Account	Amount
625 - Successor Agency - LMI	625.11000 (Cash)		\$614.60
95758	11/21/2013	Accounts Payable	
	Paying Fund	WINTON-IRELAND STROM AND GREEN INSURANCE	\$52.00
		Cash Account	Amount

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95759	110 - General Fund 11/21/2013 Open Paying Fund	110.11000 (Cash) Accounts Payable	ZALREICH CHEMICAL CO INC	\$52.00
95760	410 - WATER QUALITY CONTROL (WQC) 11/21/2013 Open Paying Fund	410.11000 (Cash) Accounts Payable	AZUCENA, MARTHA	\$35,575.56
95761	203 - Animal Fee Forfeiture 11/21/2013 Open Paying Fund	203.11000 (Cash) Accounts Payable	BRASIL, SUZANNE	\$18.00
95762	110 - General Fund 11/21/2013 Open Paying Fund	110.11000 (Cash) Accounts Payable	CAMPOS, MATT	\$19.00
95763	265 - Fire Department Grants 11/21/2013 Open Paying Fund	265.11000 (Cash) Accounts Payable	COIT SERVICES	\$162.00
95764	405 - Building 11/21/2013 Open Paying Fund	405.11000 (Cash) Accounts Payable	DEPARTMENT OF TRANSPORTATION	\$50.40
95765	215 - Streets - Grant Funded Projects 11/21/2013 Open Paying Fund	215.11000 (Cash) Accounts Payable	GALVAN, RIGO	\$6,408.74
95766	203 - Animal Fee Forfeiture 11/21/2013 Open Paying Fund	203.11000 (Cash) Accounts Payable	GARCIA, RAMIRO	\$18.00
95767	203 - Animal Fee Forfeiture 11/21/2013 Open Paying Fund	203.11000 (Cash) Accounts Payable	KELLER, KATHLEEN	\$18.00
95768	110 - General Fund 11/21/2013 Open Paying Fund	110.11000 (Cash) Accounts Payable	KRAMER, STEVEN	\$172.00
95769	265 - Fire Department Grants 11/21/2013 Open Paying Fund	265.11000 (Cash) Accounts Payable	LARA, MIRIAM	\$75.00
95770	203 - Animal Fee Forfeiture 11/21/2013 Open Paying Fund	203.11000 (Cash) Accounts Payable	NIELSEN, CARL	\$18.00
		Cash Account		\$290.00

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95771	110 - General Fund 11/21/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	SOUSA, JOE	\$290.00	\$172.00	
			Cash Account			Amount		
95772	110 - General Fund 11/21/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	SUGA FINANCIAL SERVICES	\$172.00	\$195.00	
			Cash Account			Amount		
95773	110 - General Fund 11/21/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	WASDEN, ROY	\$195.00	\$175.38	
			Cash Account			Amount		
95774	110 - General Fund 11/21/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	WEAVER, KELLIE	\$175.38	\$470.98	
			Cash Account			Amount		
	110 - General Fund		110.11000 (Cash)			\$470.98	\$884,000.62	
			117 Transactions					

Type Check Totals:

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	117	\$884,000.62	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	117	\$884,000.62	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	117	\$884,000.62	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	117	\$884,000.62	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	117	\$884,000.62	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	117	\$884,000.62	\$0.00

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All	Status	Count	Transaction Amount	Reconciled Amount
	Open	117	\$884,000.62	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	117	\$884,000.62	\$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									
95775	11/22/2013	Reconciled		11/27/2013	Accounts Payable	KLEINFELDER WEST INC dba KLEINFELDER INC	\$7,598.50	\$7,598.50	\$0.00
	Paying Fund			Cash Account		Amount			
	415 - Sewer Bond Projects			415.11000 (Cash)		\$7,598.50			
95776	11/22/2013	Reconciled		11/27/2013	Accounts Payable	TID	\$3,157.00	\$3,157.00	\$0.00
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$3,157.00			
95777	12/04/2013	Open			Utility Management Refund	AMUCHASTEGUI, AARON	\$238.20	\$238.20	\$0.00
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$238.20			
95778	12/04/2013	Open			Utility Management Refund	BEARDEN, BRANDY	\$37.90	\$37.90	\$0.00
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$37.90			
95779	12/04/2013	Open			Utility Management Refund	BISSETT, STEVE	\$288.00	\$288.00	\$0.00
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1.10			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1.43			
	420 - WATER			420.11000 (Cash)		\$285.47			
95780	12/04/2013	Open			Utility Management Refund	BOYD, GARY	\$276.00	\$276.00	\$0.00
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$0.84			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1.43			
	420 - WATER			420.11000 (Cash)		\$273.73			
95781	12/04/2013	Open			Utility Management Refund	DEOL, PIARA	\$225.25	\$225.25	\$0.00
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$225.25			
95782	12/04/2013	Open			Utility Management Refund	GILL, PARMINDER, SINGH	\$129.99	\$129.99	\$0.00
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$129.99			
95783	12/04/2013	Open			Utility Management	HILL, HOPE, Q	\$35.32	\$35.32	\$0.00

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Paying Fund	Refund	Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$1.27
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$1.43
420 - WATER		420.11000 (Cash)	\$32.62
95784	Utility Management Refund	IRWIN, JEFF	\$191.90
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	\$191.90
95785	Utility Management Refund	MACHADO, EMANUEL, J	\$133.32
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	\$133.32
95786	Utility Management Refund	MASACAJA HOLDINGS LLC	\$162.77
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	\$162.77
95787	Utility Management Refund	MENDOZA, JASMIN, DE LA CRUZ	\$276.00
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	\$276.00
95788	Utility Management Refund	MILLSAP, KRISTINA, F	\$142.05
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	\$142.05
95789	Utility Management Refund	OHI, RACHEL	\$179.90
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	\$179.90
95790	Utility Management Refund	RIVERS, JASMINE, J	\$153.90
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$2.51
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$2.90
420 - WATER		420.11000 (Cash)	\$148.49
95791	Utility Management Refund	ROMERO, TIM	\$99.30
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	\$99.30
95792	Utility Management Refund	ROSS, LINDA	\$87.37

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Paying Fund		Cash Account	Amount
95793	420 - WATER 12/04/2013 Open	420.11000 (Cash) Utility Management Refund ROWAN REALTY	\$87.37 \$106.05
95794	420 - WATER 12/04/2013 Open	420.11000 (Cash) Utility Management Refund SHAH, DALVINDER, SINGH	\$25.00 \$65.31
95795	420 - WATER 12/04/2013 Open	420.11000 (Cash) Utility Management Refund TEIXEIRA, JOSEPH, PAUL	\$181.74 \$928.93
95796	420 - WATER 12/04/2013 Open	420.11000 (Cash) Utility Management Refund VERMOUTH, STEVEN, J	\$181.74 \$928.93
95797	420 - WATER 12/05/2013 Open	420.11000 (Cash) Accounts Payable A & A PORTABLES INC	\$181.74 \$928.93
95798	301 - Capital Improvement 12/05/2013 Open	301.11000 (Cash) Accounts Payable ACCOMTEMPMS INC	\$928.93 \$577.17
95799	410 - WATER QUALITY CONTROL (WQC) 12/05/2013 Open	410.11000 (Cash) Accounts Payable ADDED SPACE STORAGE INC	\$288.58 \$288.59 \$660.00
95800	110 - General Fund 12/05/2013 Open	110.11000 (Cash) Accounts Payable AIRGAS NCN	\$660.00 \$175.81
95801	110 - General Fund 12/05/2013 Open	110.11000 (Cash) Accounts Payable AMERICAN MESSAGING	\$175.81 \$53.30
95802	110 - General Fund 12/05/2013 Open	110.11000 (Cash) Accounts Payable AMERICAN MESSAGING	\$53.30 \$76.45
95803	110 - General Fund 12/05/2013 Open	110.11000 (Cash) Accounts Payable ARMOR FIRE EXTINGUISHER	\$76.45 \$107.13

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Paying Fund	Cash Account	Accounts Payable	AT&T / CALNET 2	Amount
95804	110 - General Fund	110.11000 (Cash)		\$107.13
	12/05/2013	Open		
	Paying Fund			\$5,192.51
	110 - General Fund	Cash Account		Amount
	205 - Sports Facilities	110.11000 (Cash)		\$4,239.24
	255 - CDBG	205.11000 (Cash)		\$22.66
	405 - Building	255.11000 (Cash)		\$62.39
	410 - WATER QUALITY CONTROL (WQC)	405.11000 (Cash)		\$72.65
	420 - WATER	410.11000 (Cash)		\$363.30
	501 - Information Technology	420.11000 (Cash)		\$207.52
	502 - Engineering	501.11000 (Cash)		\$86.13
	505 - Fleet	502.11000 (Cash)		\$40.18
	12/05/2013	Open		\$98.44
95805	Paying Fund	Accounts Payable	AT&T INFO SYSTEM	\$359.68
	110 - General Fund	Cash Account		Amount
	12/05/2013	110.11000 (Cash)		\$359.68
	Open	Accounts Payable	AT&T MOBILITY	
95806	Paying Fund			\$252.14
	501 - Information Technology	Cash Account		Amount
	12/05/2013	501.11000 (Cash)		\$252.14
	Open	Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	\$547.10
95807	Paying Fund			\$12.07
	110 - General Fund	Cash Account		Amount
	12/05/2013	110.11000 (Cash)		\$547.10
	Open	Accounts Payable	AVAYA INC	
95808	Paying Fund			\$12.07
	110 - General Fund	Cash Account		Amount
	12/05/2013	110.11000 (Cash)		\$12.07
	Open	Accounts Payable	BALSWICK'S TIRE SHOP INC	
95809	Paying Fund			\$1,579.76
	110 - General Fund	Cash Account		Amount
	12/05/2013	110.11000 (Cash)		\$1,579.76
	Open	Accounts Payable	BANK OF NEW YORK TRUST CO	
95810	Paying Fund			\$16,889.38
	216 - Streets - Local Transportation	Cash Account		Amount
	12/05/2013	216.11000 (Cash)		\$16,889.38
	Open	Accounts Payable	BURTON'S FIRE APPARATUS	
95811	Paying Fund			\$1,838.55
	110 - General Fund	Cash Account		Amount
	12/05/2013	110.11000 (Cash)		\$1,838.55
	Open	Accounts Payable	CHAMPION INDUSTRIAL	
95812	Paying Fund			\$123.00

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Account Number	Account Name	Account Type	Account Description	Amount
95813	110 - General Fund 12/05/2013 Open Paying Fund	Accounts Payable	CHARTER COMMUNICATIONS	\$123.00
		Cash Account		\$159.99
95814	410 - WATER QUALITY CONTROL (WQC) 501 - Information Technology 12/05/2013 Open Paying Fund	Accounts Payable	CINCINNATI LIFE INS INC	\$815.78
		Cash Account		\$815.78
95815	104 - Payroll Clearing Fund 12/05/2013 Open Paying Fund	Accounts Payable	CITY OF TURLOCK - CASH	\$144.41
		Cash Account		\$815.78
95816	255 - CDBG 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 12/05/2013 Open Paying Fund	Accounts Payable	COMBINED BENEFITS ADMIN C	\$163,216.89
		Cash Account		\$50.41
		Cash Account		\$69.00
		Cash Account		\$25.00
95817	511 - Health Care 12/05/2013 Open Paying Fund	Accounts Payable	COMBINED BENEFITS ADMIN=	\$132,997.36
		Cash Account		\$132,997.36
95818	511 - Health Care 12/05/2013 Open Paying Fund	Accounts Payable	CONSOLE CLEANING SPECIALISTS INC	\$13,323.75
		Cash Account		\$13,323.75
95819	305 - Capital Facility Fees 12/05/2013 Open Paying Fund	Accounts Payable	COSTCO	\$8,916.04
		Cash Account		\$13,323.75
95820	110 - General Fund 266 - Police Services Grants 270 - Recreation Grants 305 - Capital Facility Fees 410 - WATER QUALITY CONTROL (WQC) 12/05/2013 Open Paying Fund	Accounts Payable	COUNTY BANK VISA	\$5,560.95
		Cash Account		\$903.79
		Cash Account		\$118.39
		Cash Account		\$880.94
		Cash Account		\$6,917.14
		Cash Account		\$95.78
95821	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 12/05/2013 Open Paying Fund	Accounts Payable	DON'S MOBILE GLASS INC	\$284.05
		Cash Account		\$5,521.10
		Cash Account		\$39.85
		Cash Account		\$284.05

Payment Register

From Payment Date: 11/22/2013 - To Payment Date: 12/5/2013

Account Number	Payment Date	Open	Paying Fund	Account Type	Cash Account	Account Name	Amount
95822	12/05/2013	Open		Accounts Payable	ENGEO INC.		\$8,790.00
				Cash Account			
			305 - Capital Facility Fees		305.11000 (Cash)		\$4,120.00
			411 - Storm Drainage Construction		411.11000 (Cash)		\$4,670.00
95823	12/05/2013	Open		Accounts Payable	EQUIFAX		\$9.80
				Cash Account			
			110 - General Fund		110.11000 (Cash)		\$9.80
95824	12/05/2013	Open		Accounts Payable	FARIA, JAMIE		\$242.00
				Cash Account			
			104 - Payroll Clearing Fund		104.11000 (Cash)		\$242.00
95825	12/05/2013	Open		Accounts Payable	GEOANALYTICAL LAB INC		\$4,547.46
				Cash Account			
			410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$2,973.61
			420 - WATER		420.11000 (Cash)		\$1,573.85
95826	12/05/2013	Open		Accounts Payable	GOLDEN STATE STEEL INC		\$29,579.20
				Cash Account			
			305 - Capital Facility Fees		305.11000 (Cash)		\$29,579.20
95827	12/05/2013	Open		Accounts Payable	GOMES & SONS INC, JOE M		\$38,142.16
				Cash Account			
			110 - General Fund		110.11000 (Cash)		\$22,107.32
			205 - Sports Facilities		205.11000 (Cash)		\$429.68
			217 - Streets - Gas Tax		217.11000 (Cash)		\$3,233.53
			246 - Landscape Assessment		246.11000 (Cash)		\$1,858.98
			405 - Building		405.11000 (Cash)		\$259.60
			410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$4,491.33
			420 - WATER		420.11000 (Cash)		\$1,018.26
			425 - Transit - Dial A Ride		425.11000 (Cash)		\$2,274.53
			426 - Transit - BLAST		426.11000 (Cash)		\$2,140.47
			501 - Information Technology		501.11000 (Cash)		\$41.43
			502 - Engineering		502.11000 (Cash)		\$287.03
95828	12/05/2013	Open		Accounts Payable	HAWORTH INC		\$1,031.91
				Cash Account			
			305 - Capital Facility Fees		305.11000 (Cash)		\$1,031.91
95829	12/05/2013	Open		Accounts Payable	HD SUPPLY WATERWORKS LTD		\$1,113.20
				Cash Account			
			410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$585.37
			420 - WATER		420.11000 (Cash)		\$527.83

Payment Register

From Payment Date: 11/22/2013 - To Payment Date: 12/5/2013

Payment ID	Date	Account	Payee	Amount
95830	12/05/2013	Open	HILMAR READY MIX	\$45.74
	Paying Fund	Cash Account		
	420 - WATER	420.11000 (Cash)		\$45.74
95831	12/05/2013	Open	HOWK SYSTEMS INC	\$30,752.04
	Paying Fund	Cash Account		
	420 - WATER	420.11000 (Cash)		\$30,752.04
95832	12/05/2013	Open	HUB INTL OF CA INS SVC	\$641.16
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$641.16
95833	12/05/2013	Open	HUNTINGTON COURT REPORTER	\$418.50
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$418.50
95834	12/05/2013	Open	LEHIGH HANSON INC	\$294.54
	Paying Fund	Cash Account		
	217 - Streets - Gas Tax	217.11000 (Cash)		\$147.27
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$147.27
95835	12/05/2013	Open	MO-CAL OFFICE SOLUTIONS INC	\$2,376.36
	Paying Fund	Cash Account		
	305 - Capital Facility Fees	305.11000 (Cash)		\$2,376.36
95836	12/05/2013	Open	NAPA AUTO PARTS	\$11.67
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$11.67
95837	12/05/2013	Open	NEW MEXICO CHILD SUPPORT ENFORCEMENT DIVISION	\$125.00
	Paying Fund	Cash Account		
	104 - Payroll Clearing Fund	104.11000 (Cash)		\$125.00
95838	12/05/2013	Open	OMNI-MEANS INC	\$1,365.00
	Paying Fund	Cash Account		
	305 - Capital Facility Fees	305.11000 (Cash)		\$1,365.00
95839	12/05/2013	Open	ORRICK HERRINGTON & SUTCLIFF LLP	\$2,167.88
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$2,167.88
95840	12/05/2013	Open	P G & E	\$21.51
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$21.51
95841	12/05/2013	Open	R & S ERECTION INC	\$1,085.37
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$1,085.37

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From Payment Date: 11/22/2013 - To Payment Date: 12/5/2013

Account Number	Fund	Open	Account Name	Account Type	Account Number	Amount
95842	110 - General Fund	Open	ROMEO MEDICAL CLINIC	Accounts Payable	110.11000 (Cash)	\$1,085.37
	Paying Fund			Cash Account		\$531.00
	110 - General Fund				110.11000 (Cash)	\$62.00
	205 - Sports Facilities				205.11000 (Cash)	\$68.00
	246 - Landscape Assessment				246.11000 (Cash)	\$62.00
	405 - Building				405.11000 (Cash)	\$115.00
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$88.00
	420 - WATER				420.11000 (Cash)	\$136.00
95843	12/05/2013	Open	SAFE-T-LITE CO INC	Accounts Payable		\$81.71
	Paying Fund			Cash Account		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$81.71
95844	12/05/2013	Open	SALLY SWANSON ARCHITECTS INC	Accounts Payable		\$2,081.00
	Paying Fund			Cash Account		
	301 - Capital Improvement				301.11000 (Cash)	\$2,081.00
95845	12/05/2013	Open	SANTA FE AGGREGATES INC	Accounts Payable		\$152.52
	Paying Fund			Cash Account		
	217 - Streets - Gas Tax				217.11000 (Cash)	\$152.52
95846	12/05/2013	Open	SHELL FLEET PLUS	Accounts Payable		\$151.85
	Paying Fund			Cash Account		
	110 - General Fund				110.11000 (Cash)	\$151.85
95847	12/05/2013	Open	SIERRA CHEMICAL CO	Accounts Payable		\$4,694.48
	Paying Fund			Cash Account		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$4,694.48
95848	12/05/2013	Open	STANISLAUS CO ENV RES	Accounts Payable		\$9,492.82
	Paying Fund			Cash Account		
	204 - AB 939 Integrated Waste Mgmt				204.11000 (Cash)	\$9,492.82
95849	12/05/2013	Open	STANISLAUS CTY SHERIFF	Accounts Payable		\$315.77
	Paying Fund			Cash Account		
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$315.77
95850	12/05/2013	Open	SUPPORT PAYMENT CLEARING	Accounts Payable		\$439.13
	Paying Fund			Cash Account		
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$439.13
95851	12/05/2013	Open	T I D	Accounts Payable		\$68,139.24
	Paying Fund			Cash Account		
	110 - General Fund				110.11000 (Cash)	\$926.88

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From Payment Date: 11/22/2013 - To Payment Date: 12/5/2013

205 - Sports Facilities	205.11000 (Cash)			\$3,765.35
216 - Streets - Local Transportation	216.11000 (Cash)			\$13,209.20
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$1,208.29
420 - WATER	420.11000 (Cash)			\$47,436.90
426 - Transit - BLAST	426.11000 (Cash)			\$239.69
505 - Fleet	505.11000 (Cash)			\$1,352.93
12/05/2013	Open	Accounts Payable	TURF STAR	\$1,219.24
95852	Paying Fund	Cash Account		Amount
110 - General Fund	110.11000 (Cash)			\$651.06
217 - Streets - Gas Tax	217.11000 (Cash)			\$189.40
246 - Landscape Assessment	246.11000 (Cash)			\$189.39
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$189.39
12/05/2013	Open	Accounts Payable	TURLOCK CHAMBER COMMERCE	\$1,840.00
95853	Paying Fund	Cash Account		Amount
426 - Transit - BLAST	426.11000 (Cash)			\$1,840.00
12/05/2013	Open	Accounts Payable	TURLOCK CITY TOW INC	\$463.00
95854	Paying Fund	Cash Account		Amount
110 - General Fund	110.11000 (Cash)			\$463.00
12/05/2013	Open	Accounts Payable	TURLOCK CONVENTION BUREAU	\$55,304.33
95855	Paying Fund	Cash Account		Amount
120 - Tourism	120.11000 (Cash)			\$55,304.33
12/05/2013	Open	Accounts Payable	TURLOCK SCAVENGER CO INC	\$400,000.00
95856	Paying Fund	Cash Account		Amount
110 - General Fund	110.11000 (Cash)			\$400,000.00
12/05/2013	Open	Accounts Payable	TURLOCK SCAVENGER/SWEEPIN	\$19,931.50
95857	Paying Fund	Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$19,931.50
12/05/2013	Open	Accounts Payable	TURLOCK UMPIRE GROUP	\$6,102.00
95858	Paying Fund	Cash Account		Amount
110 - General Fund	110.11000 (Cash)			\$6,102.00
12/05/2013	Open	Accounts Payable	UNITED RESOURCE SYSTEMS INC	\$27.80
95859	Paying Fund	Cash Account		Amount
110 - General Fund	110.11000 (Cash)			\$8.08
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$10.93
420 - WATER	420.11000 (Cash)			\$8.79
12/05/2013	Open	Accounts Payable	VAN DE POL ENTERPRISE INC	\$508.50
95860	Paying Fund	Cash Account		Amount

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95861	110 - General Fund 12/05/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	VERIZON WIRELESS	\$508.50	\$287.52
95862	110 - General Fund 12/05/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$287.52	\$500.00
95863	502 - Engineering 12/05/2013 Paying Fund	Open	502.11000 (Cash)	Accounts Payable	VISION SERVICE PLAN CA	\$500.00	\$7,893.33
95864	511 - Health Care 12/05/2013 Paying Fund	Open	511.11000 (Cash)	Accounts Payable	WEST COAST SAND & GRAVEL	\$7,893.33	\$2,392.62
95865	217 - Streets - Gas Tax 12/05/2013 Paying Fund	Open	217.11000 (Cash)	Accounts Payable	ZALREICH CHEMICAL CO INC	\$2,392.62	\$17,784.05
95866	410 - WATER QUALITY CONTROL (WQC) 12/05/2013 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	KRAMER, STEVEN	\$17,784.05	\$174.00
95867	265 - Fire Department Grants 12/05/2013 Paying Fund	Open	265.11000 (Cash)	Accounts Payable	RANDHAWA, SATNAM	\$174.00	\$500.00
95868	110 - General Fund 12/05/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	RIVAS, MARIA	\$500.00	\$30.00
95869	110 - General Fund 12/05/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	SONS OF NORWAY	\$30.00	\$300.00
95870	110 - General Fund 12/05/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	Turlock Rural Fire District	\$300.00	\$17,145.98
95871	110 - General Fund 12/05/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	WALKER, SHAUN	\$17,145.98	\$174.00
95872	265 - Fire Department Grants 12/05/2013 Paying Fund	Open	265.11000 (Cash)	Accounts Payable	WEJMAR, SCOTT	\$174.00	\$1,556.01
	110 - General Fund		110.11000 (Cash)			\$1,556.01	

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From Payment Date: 11/22/2013 - To Payment Date: 12/5/2013

95873	12/05/2013	Open	Accounts Payable	YORK, WAYNE	\$40.00
	Paying Fund		Cash Account		Amount
	502 - Engineering		502.11000 (Cash)		\$40.00
Type Check Totals:					\$1,111,596.87
AP - Accounts Payable Totals					\$10,755.50

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	\$1,100,841.37	\$0.00
	Reconciled	2	\$10,755.50	\$10,755.50
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	99	\$1,111,596.87	\$10,755.50

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	\$1,100,841.37	\$0.00
	Reconciled	2	\$10,755.50	\$10,755.50
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	99	\$1,111,596.87	\$10,755.50

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	\$1,100,841.37	\$0.00
	Reconciled	2	\$10,755.50	\$10,755.50
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	99	\$1,111,596.87	\$10,755.50

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	\$1,100,841.37	\$0.00
	Reconciled	2	\$10,755.50	\$10,755.50
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	99	\$1,111,596.87	\$10,755.50

DECEMBER 10, 2013
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

- 1. A. **CALL TO ORDER** –Mayor Lazar called the meeting to order at 7:04 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Steven Nascimento, Forrest White (by teleconference), and Mayor John S. Lazar.
ABSENT: None

B. SALUTE TO THE FLAG

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

- A. Mayor Lazar presented a Proclamation to Fire Captain Larry Chalupnik in recognition of his retirement from the City of Turlock.
- B. Mayor Lazar mentioned a Proclamation in recognition of Police Evidence & Property Specialist II Trish Panos' retirement from the City of Turlock. Ms. Panos was not in attendance.
- C. Mayor Lazar presented a Proclamation to Police Captain Jeff Lopes in recognition of his retirement from the City of Turlock.
- D. Mayor Lazar mentioned a Proclamation in recognition of Building Inspector Joel Carter's retirement from the City of Turlock. Mr. Carter was not in attendance.
- E. Mayor Lazar presented a Proclamation to Nirvail Singh in recognition of the 100th Anniversary of the Founding of the Ghadar Party.
- F. Mayor Lazar recommended that Bianca Davoodian be appointed to fill a vacancy on the Parks, Recreation and Community Programs Commission for a term to expire on December 31, 2013.

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, appointing Bianca Davoodian as a member of the Parks, Recreation and Community Programs Commission for a term to expire on December 31, 2013. Motion carried unanimously.

3. A. SPECIAL BRIEFINGS:

- 1. California State University, Stanislaus Governmental Affairs Administrator Amber Deming and Vice-Chair Caleb Whittstruck provided information to Council regarding student activities, including hosting a California State Student Association meeting on the CSUS campus, attending a recent leadership conference, and efforts to increase collaboration with legislators and the community.

B. STAFF UPDATES

Development Services Director Mike Pitcock provided an update on capital projects and development activity, including the Golden State/F Street Signal project, Sewer/Water project at Crane Park, Monte Vista Avenue Overlay project, Lateral No. 3 Bike Path project, Public Safety Facility Training Building Relocation project, and completion of the 2013 Slurry Seal and Cooper Drain projects.

C. PUBLIC PARTICIPATION:

Stan Grant spoke regarding a letter he received from Turlock Scavenger which indicated they would no longer pick up garbage from his alley. He opposed this action for reasons including the hardship of bringing his garbage bins to the street in front of his and other neighborhood residences and his concerns that Turlock Scavenger can conduct their business in whichever manner they choose with no oversight from the City.

Turlock Library Children's Librarian Kelly Ferrini provided information about upcoming activities at the library, including an Extreme Science Magic program, "guessing jars," and an upcoming winter themed craft project. Ms. Ferrini also noted the library would be closed on Christmas.

4. A. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA

Action: Motion by Councilmember DeHart, seconded by Councilmember Bublak, to waive reading of all ordinances on the agenda, except by title. Motion carried unanimously.

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

5. CONSENT CALENDAR:

Mayor Lazar noted a request that Item 5T be removed from the Consent Calendar for separate consideration.

Action: Motion by Councilmember DeHart, seconded by Councilmember Nascimento, and unanimously carried to adopt the amended consent calendar as follows:

- A. **Resolution No. 2013-212** Accepting Demands of 10/24/13 in the amount of \$3,273,852.97; Demands of 10/31/13 in the amount of \$456,304.35; Demands of 11/7/13 in the amount of \$1,502,319.58
- B. Motion: Accepting Minutes of Regular Meeting of November 12, 2013
- C. 1. Motion: Accepting notification of Contract Change Order No. 1 (Final) in the credit amount of (\$416.52) (Fund 215) for City Project No. 11-19, "Purchase of CNG Sewer Maintenance Vehicle," bringing the contract total to \$358,621.57
2. Motion: Accepting improvements for City Project No. 11-19, "Purchase of CNG Sewer Maintenance Vehicle," and authorizing the City Engineer to file a Notice of Completion
- D. Motion: Approving Amendment No. 2 to City Contract No. 12-031 with Sally Swanson Architects, Inc., of San Francisco, California, for City Project No. 11-27, "ADA Self-Evaluation and Transition Plan Update," to extend the term of the agreement by six (6) months

- E. Motion: Approving Amendment No. 1 to the Retainer Agreement with Kleinfelder West, Inc., City Contract No. 13-049, dated July 9, 2013 for City Project No. 13-31, "Retainer Agreement – Kleinfelder," to increase the maximum allowable compensation under the agreement from \$100,000 to \$150,000, to provide additional reporting requirements, and implement utilization of Virtual Project Manager
- F. Motion: Approving an Exchange Agreement between the City of Turlock and Brett A. Honore', Trustee of Brett Honore' Revocable Trust, as to an undivided 25% Interest and Brett T. Tate and Karen C. Tate 2012 Trust as to an undivided 75% Interest, for City Project No. 13-49, "Dianne Drive Realignment" and authorizing the City Manager to sign all documents to transfer property
- G. Motion: Accepting notification of Contract Change Order No. 5 in the amount of \$6,800 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 9 – Doors and Windows, bringing the contract total to \$1,149,444
- H. Motion: Accepting notification of Contract Change Order No. 6 in the amount of \$6,249 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, bringing the contract total to \$4,255,588
- I. 1. Motion: Making the determination that City Project No. 13-47, "Columbia Park Restrooms," is exempt from the provisions of CEQA in accordance with Section 15303, "New Construction or Conversion of Small Structures"
2. Motion: Awarding bid and approving an agreement in the amount of \$203,820.33 (Fund 255) with BC Construction of Ceres, California, for City Project No. 13-47, "Columbia Park Restrooms"
3. **Resolution No. 2013-213** Appropriating \$29,707.35 from Fund 228 "Community Park Improvement Reserve" and transferring \$201,868 from account number 255-41-485.47210_006 to account number 228-60-608.51270 "Construction Project" for City Project No. 13-47, "Columbia Park Restrooms"
- J. 1. Motion: Accepting notification of Contract Change Order No. 2 (Final) in the decreased amount of (\$5,690.77) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 15 - Elevators, bringing the contract total to \$238,587.23
2. Motion: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 15 - Elevators, and authorizing the City Engineer to file a Notice of Completion
- K. Motion: Accepting improvements for City Project No. 0872, "Landscape Golden State Boulevard from Monte Vista Avenue to the South," and authorizing the City Engineer to file a Notice of Completion
- L. Motion: Accepting the Capital Facility Fee Program report for Fiscal Year 2012-13
- M. **Resolution No. 2013-214** Appropriating \$152,532 to account number 228-60-606.47060 "Prior Year Reimbursements" to be funded by an interfund loan from account number 228-60-606.48001_192 "Transfer Out NP 23 Colorado Park Improvement Loan" from the NP 23 Colorado Park Land Reserve to account number 228-60-606.38001_192 "Transfer In NP 23 Colorado Park Improvement Loan" to NP 23 Colorado Park Improvements of \$112,216 and the balance of \$40,315 from Fund 228 NP 23 Colorado Park Improvements Reserve Balance for reimbursement of the Harold Markley Park Play area equipment and improvements that were funded by JKB Homes, Corp., per the agreement dated December 14, 2004 between JKB Homes, Corp. and the City of Turlock
- N. **Resolution No. 2013-215** Declaring the intention to vacate that certain section of alley south of 855 N. Olive, more particularly described as Stanislaus County Assessor's Parcel No. 042-024-051

- O. 1. **Resolution No. 2013-216** Appropriating additional Proposition 84 Grant revenues and expenses to revenue account number 110-40-400.34400 "Proposition 84 Fiscal Tool Grant" and expenditure account number 110-40-400.43055_004 "Consultant Proposition 84 Fiscal Tool Grant" in the amount of \$4,726 in Fiscal Year 2013-14
2. Motion: Approving Amendment No. 4 to extend the term of the Professional Services Agreement between the City of Turlock and AECOM Technical Services, Inc., from October 30, 2013 to June 30, 2014, adding additional scope of work, and approving an additional \$4,726 to the contract to develop a Countywide Financial Model for the ten (10) jurisdictions in Stanislaus County and the financial evaluation of the Turlock General Plan Update scenarios
- P. Motion: Approving the service agreement with Tom Clark, DBA TC Concessions, of Turlock, California, for concession services for a period of twelve (12) months
- Q. Motion: Approving Amendment No. 2 to the agreement with Zalreich Chemical Company, Inc., for the procurement of additional Aluminum Chlorohydrate with an increased amount of \$380,000 from Fund 410, bringing the contract total to \$700,080 for Fiscal Year 2013-14
- R. Motion: Approving the renewal for Memorandum of Understanding between the City of Turlock and the Turlock Unified School District to offer youth basketball programs within the community
- S. **Resolution No. 2013-217** Accepting fourth quarter donations for Fiscal Year 2013-14 for a variety of Parks, Recreation and Public Facilities Division programs, scholarships, and activities
- T. *Removed for separate consideration*
- U. **Resolution No. 2013-218** Authorizing the release of unclaimed checks pursuant to California Government Code Sections 50050 and 50053 to the City of Turlock
- V. Motion: Rejecting Claim for Damages filed by Serena Townsend
- W. **Resolution No. 2013-219** Accepting donation of thirty-two (32) child safety seats from the Medic Alert Foundation

Item 5T

City Manager Roy Wasden presented the staff report on the request to enter into an agreement between the City of Turlock and Dave Young, an outside labor negotiator, to finalize policies and MOU language for Fiscal Year 2013-14, and to assist in Fiscal Year 2014-15 labor negotiations with all units if needed, in an amount not to exceed \$26,000, and appropriating \$16,000 to account number 110-10-112.43056 "Contract Negotiator" from Fund 110 "General Fund" reserve for three (3) of the four (4) installment payments for negotiation services.

Mayor Lazar asked for public comment. No one spoke. Mayor Lazar closed public comment.

Council discussion included positions both for and against the agreement for reasons including consistency with past voting record on the issue, the City Manager's involvement in the process, expending funds while employees are taking pay cuts, time constraints on the City Manager's schedule making it difficult to be involved in the extensive details of finalizing policies, MOU language and labor negotiations, and the need to use a trusted agent.

Action: **Resolution No. 2013-220** Authorizing the City Manager to enter into an agreement between the City of Turlock and Dave Young, an outside labor negotiator, to finalize policies and MOU language for Fiscal Year 2013-14, and to assist in Fiscal Year 2014-15 labor negotiations with all units if needed, in an amount not to exceed \$26,000, and appropriating \$16,000 to account number 110-10-112.43056 "Contract Negotiator" from Fund 110 "General Fund" reserve for three (3) of the four (4) installment payments for negotiation services was introduced by Councilmember DeHart, seconded by Steven Nascimento, and carried with Councilmember Bublak dissenting.

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS**

Mayor Lazar noted a green sheet to Public Hearings Item 7A.

A. Neighborhood Services Supervisor Robert Boyd presented the staff report on the request for approval for establishing a lien for payment for the abatement of certain weeds, obnoxious growth and other debris on property and abandoned vehicles that are a nuisance to the public.

Mayor Lazar opened the public hearing. No one spoke. Mayor Lazar closed the public hearing.

Action: **Resolution No. 2013-221** Assessing properties for abatement costs and establishing a lien for payment was introduced by Councilmember DeHart, seconded by Councilmember White, and carried unanimously.

B. Deputy Director of Development Services/Planning Manager Debbie Whitmore presented the staff report on the request to extend an interim Ordinance prohibiting the issuance of Mobile Food Facilities Permits in the Downtown Core Zoning District of the City of Turlock for a period of ten (10) months and fifteen (15) days, pursuant to California Government Code §65858.

Mayor Lazar opened the public hearing.

Cindy Peterson spoke regarding her experience with food trucks, including the range of people they serve, the need for a visual tie in with downtown, and the need for creative solutions in the downtown area.

Christopher Shawn spoke in favor of mobile food trucks, keeping the process fair, parking issues, and his desire to have a place to start his small business.

Mayor Lazar closed the public hearing.

Council discussion included clarification that the requested action would extend the current moratorium to allow for the process to occur in order to develop a comprehensive ordinance with established rules.

Action: Motion by Councilmember Nascimento, seconded by Councilmember DeHart, Accepting the written report describing the measures that have been taken to alleviate the conditions which led to the adoption of the interim ordinance prohibiting the issuance of mobile food facilities permits in the Downtown Core Zoning District. Motion carried unanimously.

Ordinance No. 1190 Extending an Interim Ordinance prohibiting the issuance of Mobile Food Facilities Permits in the Downtown Core Zoning District of the City of Turlock for a period of ten (10) months and fifteen (15) days, pursuant to California Government Code §65858 was introduced by Councilmember Nascimento, seconded by Councilmember DeHart, and carried unanimously.

8. SCHEDULED MATTERS:

- A. Parks, Recreation & Community Facilities Director Allison Van Guilder presented the staff report on the request to approve the renaming of Centennial Park to "Centennial-Swanson Park" and accepting a donation in the amount of \$35,000 from Pet Extreme and the Swanson family to construct a dog park at that facility.

Mayor Lazar asked for public comment. No one spoke. Mayor Lazar closed public comment.

Council discussion included changing the proposed name from Centennial-Swanson Park to Swanson-Centennial Park.

Action: **Resolution No. 2013-222** Approving the renaming of Centennial Park to "Swanson-Centennial Park" and accepting a donation in the amount of \$35,000 from Pet Extreme and the Swanson family to construct a dog park at that facility was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried with Councilmember White dissenting.

- B. Municipal Services Director Michael Cooke presented the staff report on the request to authorize staff to proceed with the property owner notification requirements of Proposition 218 for the consideration of increasing water rates and establishing a hearing date of March 25, 2014. (*Mr. Cooke noted the staff report indicates the hearing date of February 11, 2014. Due to upcoming City Hall closures, he recommended the hearing date of March 25, 2014 be adopted instead.*)

Mayor Lazar asked for public comment. No one spoke. Mayor Lazar closed public comment.

Council discussion included concerns over the cost of water and the need to plan for future water needs.

Action: Motion by Councilmember White, seconded by Councilmember DeHart, Authorizing staff to proceed with the property owner notification requirements of Proposition 218 for the consideration of increasing water rates and establishing a hearing date of March 25, 2014. Motion carried unanimously.

- C. City Manager Roy Wasden presented the staff report on the request to accept the Convention and Visitors Bureau (CVB) 2014 Budget and authorize the execution of any and all documents relative to the Convention and Visitors Bureau.

Turlock Convention & Visitors Bureau Chair John Jaureguy introduced Turlock Chamber of Commerce Chair Paul Porter and Turlock CVB representative Desa Cammack. Mr. Jaureguy spoke regarding positive changes being made such as working more with the film commission, upcoming tours designed for businesses wishing to locate in Turlock, and the addition of a staff member.

Mayor Lazar asked for public comment. No one spoke. Mayor Lazar closed public comment.

Action: Motion by Councilmember DeHart, seconded by Councilmember Nascimento, Accepting the Convention and Visitors Bureau (CVB) 2014 Budget. Motion carried unanimously.

Resolution No. 2013-223 Authorizing the execution of any and all documents relative to the Convention and Visitors Bureau (CVB) including but not limited to any amendments to the current agreement was introduced by Councilmember DeHart, seconded by Councilmember Nascimento, and carried unanimously.

- D. Sr. Accountant Marie Lorenzi presented the staff report on the request to appropriate \$114,978 to the medical benefit expense account in various City operating department budgets to be funded by reserves in the related funds; and Appropriate \$660,835 to account number 510-10-150.43191 "Worker's Compensation – Claims Expense" to be funded from reserves in Fund 510.

Mayor Lazar asked for public comment. No one spoke. Mayor Lazar closed public comment.

Action: **Resolution No. 2013-224** Appropriating \$114,978 to the medical benefit expense account in various City operating department budgets to be funded by reserves in the related funds; and Appropriating \$660,835 to account number 510-10-150.43191 "Worker's Compensation – Claims Expense" to be funded from reserves in Fund 510 was introduced by Councilmember Nascimento, seconded by Councilmember DeHart, and carried unanimously.

- E. City Manager Roy Wasden presented the staff report on the request to formalize the City/County Liaison Committee comprised of two (2) members of the Turlock City Council, two (2) members of the Stanislaus County Board of Supervisors, the Turlock City Manager, and the County Chief Executive Officer and make necessary appointments.

Council discussion included expanding the suggested committee makeup, the importance of having regular meetings, and the value of developing positive relationships with Stanislaus County representatives.

Mayor Lazar asked for public comment. No one spoke. Mayor Lazar closed public comment.

Action: **Resolution No. 2013-225** Formalizing the City/County Liaison Committee comprised of two (2) members of the Turlock City Council, two (2) members of the Stanislaus County Board of Supervisors, the Turlock City Manager, and the County Chief Executive Officer was introduced by Councilmember Nascimento, seconded by Councilmember DeHart, and carried with Councilmember Bublak dissenting.

Motion by Councilmember Nascimento, seconded by Councilmember DeHart, Appointing Mayor John Lazar and Councilmember Forrest White as members of the City/County Liaison Committee. Motion carried with Councilmember Bublak dissenting.

- F. Municipal Services Director Michael Cooke presented the staff report on the request to appropriate \$225,000 to account number 410-51-530.43340 "North Valley Regional Recycled Water Project" from Water Quality Control Fund 410 "Operations" Reserve for the purpose of obtaining a "water right" for the City's recycled water from the State Water Resources Control Board.

Council discussion included duration of the water right.

Mayor Lazar asked for public comment. No one spoke. Mayor Lazar closed public comment.

Action: **Resolution No. 2013-226** Appropriating \$225,000 to account number 410-51-530.43340 "North Valley Regional Recycled Water Project" from Water Quality Control Fund 410 "Operations" Reserve for the purpose of obtaining a "water right" for the City's recycled water from the State Water Resources Control Board was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried unanimously.

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Councilmember Bublak asked that consideration be given to marketing City of Turlock merchandise in addition to her recent request that CSU Stanislaus merchandise be sold at a downtown location.

10. COUNCIL COMMENTS:

Councilmember Bublak commended Parks, Recreation and Community Facilities Manager Allison Van Guilder and her staff for their excellent work on the Christmas Parade.

Councilmember Bublak commented she recently attended a LAFCO meeting where the City of Turlock was pointed out as being a benchmark city.

Councilmember Bublak commented she recently enjoyed a ride-along with Turlock City Fire and encouraged other Councilmembers to do the same.

Councilmember Bublak commented she recently attended the Jackie Evancho event at Turlock Theater which was attended by many people from the Modesto community.

Mayor Lazar also commented on the Christmas parade and the outstanding organization of the event.

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the closed session item.

- A. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2)
"For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency."
Potential Cases: (1 case)

Action: No reportable action.

12. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to adjourn at 7:57 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk



Council Synopsis

50

January 14, 2014

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

Prepared by: Stephen Fremming, Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Underground Electric Service Installation Agreement with Turlock Irrigation District (TID) of Turlock, CA, in the amount of \$13,528 (Fund 420) to provide electrical service in connection with City Project No. 11-42, "Fulkerth Tank and Pump Station"

2. DISCUSSION OF ISSUE:

On May 14, 2013, the City Council awarded an agreement to Clark Bros. Inc., of Dos Palos, California, for the construction of City Project No. 11-42, "Fulkerth Tank and Pump Station." This project requires an underground electrical service to power pumps, lighting, and other equipment to be furnished with this project. Staff requests Council approval for the City Manager to sign an Underground Electric Service Installation Agreement.

3. BASIS FOR RECOMMENDATION:

A) TID requires that an electric service installation agreement be executed before TID will inspect the contractor's work or set the transformer.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): c. Address Growth-Related Issues (Current and Future)
ii) Water

The completed construction project will increase the City's ability to store and effectively distribute potable water to residents and businesses in the area.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Sufficient funds are budgeted in the current fiscal year in the project construction line item number 420-52-551.51271, "Construction Contract" for payment of TID fees in the amount of \$13,528.

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). Not approve the agreement. This action is not recommended by City staff because a new electrical service is required to operate the water tank and pump station.

CITY PROJECT NO. 11-42
FULKERTH TANK AND PUMP STATION



TURLOCK IRRIGATION DISTRICT

UNDERGROUND ELECTRIC SERVICE
INSTALLATION AGREEMENT

This agreement is entered into on _____, 20____, in Turlock, Stanislaus County, California between the TURLOCK IRRIGATION DISTRICT, a public entity ("District"), and CITY OF TURLOCK ("Applicant")

WHEREAS, Applicant desires that the District electric system be connected to the project described in Section 2 below; and

WHEREAS, District agrees to construct and install underground electric service in accordance with the terms and conditions of this Agreement;

1. Applicant agrees to pay the District an estimated line extension charge of THIRTEEN THOUSAND FIVE HUNDRED TWENTY EIGHT & 00/100 Dollars (\$ 13,528.00).

- a. If full payment of the line extension charge is made within thirty (30) days of the date of this Agreement, the amount of the above line extension charge shall not be subject to adjustment (except under Section 1e below) for two (2) years from the date of this Agreement.
- b. If Applicant fails to start any on-site construction work for the project described in Section 2 within six (6) months of the date of this Agreement, then the line extension charge (if paid to the District) shall be refunded to the Applicant less an engineering charge of \$ 0 to be retained by the District.
- c. If, because of Applicant's delay, the District has not completed the District's work under this Agreement within two (2) years of the date of this Agreement, then the District may increase the above installation charge at the end of the two (2) year period to reflect the District's then current charges.
- d. The Applicant shall not be entitled to any interest on funds deposited with the District pursuant to this Agreement.
- e. Applicant agrees and understands that the amount of the above line extension charge is based upon the District's design and engineering of Applicant's project according to project plans submitted by Applicant as of the date of this Agreement. The District reserves the right to charge the Applicant for any additional costs (including, but not limited to, additional engineering, construction or other costs) incurred if Applicant requests, requires or causes, or any public agency having

Handwritten signature and initials

jurisdiction requires or causes, the District to change, alter or redesign the original planned design of District's distribution system for the project. Applicant shall pay such additional costs within fifteen (15) calendar days of receipt of District's invoice.

2. PROJECT DESCRIPTION

Project Name CITY OF TURLOCK (FOURTH TANK & PUMP STATION)

Number of Units Served/Description 1- 800 AMP, 277/480 V, 3 PHASE
PADMOUNT TRANSFORMER INSTALLATION

City TURLOCK County STANISLAUS, California

Location: NW 1/4 Section 17 T. 5 S., R. 10 E.

3. APPLICANT AND DISTRICT RESPONSIBILITIES

- 3.01 The respective responsibilities of the Applicant and the District with regard to constructing and installing the underground power lines, electric service facilities, and electrical equipment are set forth in the District's "Developer Information Book for Installing Underground Electric Facilities" ("Information Book"). The Information Book is incorporated into this Agreement by reference.
- 3.02 Applicant shall perform its portion of the work in full compliance with the District's rules, regulations, and Construction Standards (which include, but are not limited to, those set forth in the Information Book) and with the laws, ordinances, rules, regulations, and standards of those public agencies having jurisdiction over the work or any portion thereof, including, but not limited to, all applicable laws relating to safety of persons and property.
- 3.03 Applicant shall indemnify the District, its Board of Directors, officers, agents and employees, against all claims, losses, damage, expense and liability resulting from any injury to or death of person (including, but not limited to, employees of District or Applicant) or injury to property (including, but not limited to, property of District or Applicant) arising out of or in any way connected with the performance of this Agreement, except to the extent that such claim, loss, damage, expense or liability is the result of any negligent act or omission of the District.

DISTRICT

APPLICANT

By Edward A. Sellers

By _____

Date 4/19/2013

Date _____

NOTE: If this agreement is signed by a corporate officer, a general partner, an attorney-in-fact, or an agent of the Customer, the signatory for the Customer shall provide an authenticated copy of the corporate resolution, the power of attorney, or other evidence of his or her authority to sign the agreement on behalf of the Customer.



Council Synopsis

January 14, 2014

5D

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

Prepared by: Stephen Fremming, Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1 in the amount of \$4,000 (Fund 426) for City Project No. 12-59, "CNG Slow Fill Station Upgrade," bringing the contract total to \$334,000

2. DISCUSSION OF ISSUE:

On October 22, 2013, council awarded a contract in the amount of \$330,000 to EFS West of Valencia, California for "CNG Slow Fill Station Upgrade".

Change Order History	Amount	City Council Meeting
Original Contract	\$330,000	October 22, 2013
Change Order No. 1	\$ 4,000	January 14, 2014
Adjusted Contract Total	\$334,000	

Change order No. 1 includes upgrading the compressor from 40 horsepower to 50 horsepower, resulting in a 50% increase to compressed natural gas (CNG) output. The original contract required a minimum flow rate of 50 Standard Cubic Feet per Meter (SCFM). The submitted equipment includes a 40 horsepower motor which meets the minimum 50 SCFM requirement. The contractor provided pricing to provide a 50 horsepower motor which outputs 75 SCFM. The boost in flow rate is significant in light of the additional cost and will allow vehicles to be filled more quickly and will reduce maintenance costs as the equipment run time is decreased to provide fuel to vehicles. The compressor equipment originally submitted costs approximately \$75,000, while the compressor with the upgraded motor costs approximately \$79,000.

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 proposed change order work will provide an upgraded compressor with a significant boost in CNG output for minimal additional cost

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b Address growth related issues (current and future)

i. Impact on current transportation system

The transit system provides transportation to Turlock's residents. Providing the infrastructure for fueling stations is an important part of making sure the system runs smoothly.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in line item number 426-40-415.51270 and are available for contingencies such as this Contract Change Order No. 1. The original contract amount of \$330,000 will be increased in the amount of \$4,000, bringing the total contract to \$334,000.

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:

Not approve Change Order No. 1. This option is not recommended by City Staff because the upgraded compressor provides a significant boost in CNG output for minimal additional cost.

City Project No. 12-59
"CNG Slow Fill Station Upgrade"





CONTRACT CHANGE ORDER

Date issued: 14-Jan-14
 Project Name: CNG Slow Fill Station Upgrade

Change Order No.: 1

EFS West
 28472 Constellation Road
 Valencia, CA 91355

Project No.: 12-59
 Original Contract: \$330,000.00
 Contract Award Date: October 22, 2013

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

	ITEM	Unit:	Quantity:	Unit Price:	Total:
A.	Upgrade CNG compressor motor to 50 horsepower	LS	1	\$4,000.00	\$4,000.00
Total this CCO=					\$4,000.00
<i>The original contract sum =</i>					\$330,000.00
<i>Net change by previous change orders =</i>					\$0.00
<i>The contract sum will be (increased) by this Change Order =</i>					\$4,000.00
<i>The new contract sum including this change order will be =</i>					\$334,000.00
<i>The contract time will remain unchanged.</i>					

Accepted: _____
 Contractor

Date: _____

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

Date: _____

Approved: _____
 City Manager

Date: _____



**CONTRACT
CHANGE ORDER
AUTHORIZATION
FORM**

PROJECT INFORMATION

EFS West
28472 Constellation Road
Valencia, CA 91355

Project Name: CNG Slow Fill Station Upgrade
Project No.: 12-59
Awarded on: October 22, 2013
Original Contract Amount: \$330,000.00
Increase to contract: \$4,000.00
Increase percentage: 1.2%
New Contract Total: \$334,000.00

Change Order No.

Description of change order:
Upgrade CNG compressor motor from 40 horsepower to 50 horsepower, increasing output of CNG by 50%.

Change orders <2% of contract: Approval of City Engineer, notify City Manager & City Council

Approved: _____
Michael G. Pitcock, Director of Development Services Date
City Engineer

Change order >2% and <5% of contract: Recommended by City Engineer; approved by City Manager; City Council is notified.

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

Approved: _____
Roy W. Wasden, City Manager Date

Change order >5% of contract: Recommended by City Engineer and City Manager; Approved by City council.

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

Recommended: _____
Roy W. Wasden, City Manager Date

Approval by City Council: _____



Council Synopsis

5E
January 14, 2014

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 an amendment to the Retainer Agreement with ENGE0, Inc., dated July 9, 2013 (Contract No. 13-048) to increase the maximum allowable compensation under the agreement from \$100,000 to \$150,000 to provide additional reporting requirements and implement utilization of Virtual Project Manager

2. DISCUSSION OF ISSUE:

The City of Turlock has the need for geotechnical testing and inspection services throughout the year. Testing ensures that the City's contractors are meeting project standards. The inspection services are specialized work and City staff is unable to insure compliance with the project standards without this inspection.

The maximum allowable compensation established initially was based on the estimated scopes of work projected at that time, as well as a balanced utilization of both geotechnical testing firms held under retainer. However, actual project-specific estimates and number of construction projects have proven higher than expected, so Staff is recommending an increase to the maximum compensation allowed under the agreement to ensure that capital project testing can continue without reaching that cap. In addition, the recommended funding cap aligns with the federal rules regarding maximum compensation levels for consultant contracts.

At times the City has had difficulty receiving reports in a timely manner and in a format that meets our high standards. This amendment further clarifies expectations to ensure that reporting occurs in accordance with our standards. In addition, the Consultant will join the City and contractors in using Virtual Project Manager (VPM) to submit electronic reports, further streamlining the reporting process.

The City of Turlock has two firms under retainer to provide geotechnical services. The Kleinfelder agreement amendment was approved by the City Council on

December 10, 2013. This amendment to ENGEO's agreement is consistent with the Kleinfelder amendment.

3. BASIS FOR RECOMMENDATION:

- A) Per City Municipal Code, City Council approval of an amendment is required prior to modifying a contract with the consultant.
- B) The benefit for the City is that City Staff will be able to continue to call on ENGEO to assure work meets City standards prior to the City of Turlock accepting such work.
- C) An increase in the maximum compensation is necessary to ensure that materials testing and inspection services can continue through the remainder of the contract period without reaching the maximum reimbursable cap.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The increase in the maximum compensation allowed under this Retainer Agreement will be absorbed by the various capital projects that utilize these services; some of which may be funded by the General Fund, but most will be funded by federal grant funds or enterprise funds.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable.

7. ALTERNATIVES:

- A) Reject this amendment and leave the existing Retainer Agreement in place. Staff does not recommend this because it will limit the City's ability to have the necessary testing performed in a timely manner.



AMENDMENT NO. 1
to the
Retainer Agreement for Special Services
between the
CITY OF TURLOCK
and
ENGEQ, INC.
for
MATERIALS TESTING AND INSPECTION SERVICES
City Project No. 13-31

THIS AMENDMENT, dated January 14, 2014, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **ENGEQ, INC.**, (hereinafter "CONSULTANT").

WHEREAS, the parties hereto previously entered into a retainer agreement dated July 9, 2013, whereby CONSULTANT will perform professional materials testing and inspection services (hereinafter the "Agreement").

NOW, THEREFORE, the parties hereto mutually agree to amend said Agreement as follows:

1. Paragraph 4 of the Agreement is amended to read as follows:

"4. COMPENSATION: CITY agrees to pay CONSULTANT additional compensation in the amount of Fifty Thousand and No/100^{ths} Dollars (\$50,000.00) in accordance with Exhibit A attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement and this Amendment No. 1 shall not exceed One Hundred Fifty Thousand and No/100^{ths} Dollars (\$150,000.00). Such maximum amount shall be compensation for all of CONSULTANT's expenses incurred in the performance of the Agreement and this Amendment No. 1."

2. Paragraph 37 of the Agreement is added to read as follows:

"37. REPORTING: Uncertified, daily field reports shall be available to CITY upon completion of the field inspection and provided to CITY prior to leaving the inspection site, or in the event CITY representative is not present at that time, provided to CITY within one working day. Certified daily field reports shall be provided to CITY on a weekly basis in accordance with Paragraph 38 and submitted no later than Wednesday of the following week. Reports may be handwritten or typed, but must be legible.

OK for Agenda
DM

The final report shall be provided to CITY, in both electronic and hard copy formats, within (30) days of CITY's request. The final report shall include, but is not limited to, the following: a typed cover letter with a wet-stamp and signature, a typed summary page of all compaction testing results, and copies of all field reports, field test results, lab test results, and lab reports.

Laboratory testing of samples received by CONSULTANT will be completed and reported to CITY within two working days from the date the sample was collected, subject to test method and any other project constraints. Laboratory test reports will be typed and shall be provided to CITY in an electronic format, in accordance with Paragraph 38. CITY reserves the right to request expedited laboratory testing and results of samples when needed, contingent on CONSULTANT's availability and ability to provide this expedited service."

3. Paragraph 38 of the Agreement is added to read as follows:

**"38. INTERNET BASED CONSTRUCTION
MANAGEMENT SYSTEM:**

(a) CONSULTANT shall utilize Virtual Project Manager (<http://www.virtual-pm.com/>), herein after called VPM, for submission of all data and documents (unless specified otherwise in the Service Request) throughout the duration of the Agreement. VPM is an electronic project management system accessible through the Internet used to create, share, and review construction management documentation. VPM is provided by CITY at no cost to CONSULTANT or the general contractor hired by CITY, hereinafter referred to as "Contractor". VPM will be made available to all CONSULTANT's personnel, CONSULTANT's subcontractor personnel, the Contractor, Contractor's subcontractor personnel or suppliers, CITY, and any of City's representatives or agents. The joint use of this system is to facilitate electronic exchange of information, automation of key processes, electronic notification of project activity, and overall management of contract documentation. VPM shall be the primary means of project information submission and management.

CITY will establish CONSULTANT's access to VPM by enabling access and assigning user profiles to CONSULTANT personnel, including subcontractors and suppliers, as requested by CONSULTANT. All authorized personnel shall have an individual user profile; no joint-use or shared user profiles will be allowed. Each user profile shall be assigned to a user group and have specific permission settings and privileges based on the user's need within VPM. Entry of information exchanged and transferred between CONSULTANT and their subcontractors and suppliers on VPM shall be the responsibility of CONSULTANT.

CONSULTANT shall use computer hardware and software that meets the requirements of the VPM system. As recommendations are modified by VPM, CONSULTANT will upgrade their system(s) to meet or exceed the recommendations. Upgrading of CONSULTANT's computer systems will not be justification for a cost or time modification to the Agreement.

CONSULTANT shall ensure its own connectivity to VPM through their Internet service provider.

CONSULTANT shall be responsible for the validity of the information they place in VPM, for the training of their personnel to understand and utilize VPM, as well as the provision and accessibility of adequate resources to connect with VPM. Accepted users shall be knowledgeable in the use of computers, including Internet browsers, email programs, and the Portable Document Format (PDF) document type. Note that only the following file types are accepted as attachments to documents within VPM: PDF files, Microsoft Word (DOC) files, Microsoft Excel (XLS) files, picture files (JPG, TIFF, BMP, JPEG, etc.). PDF documents will be created through electronic conversion prior to uploading, such as through a "print to file" feature or "save as pdf" feature, rather than optically scanned whenever possible.

CONSULTANT shall provide a list of personnel desiring access to VPM for CITY's acceptance. The list shall include the following information: first name, last name, address, title, office phone number, cell phone number (if available), and email address. CITY is responsible for adding and removing users from the system and establishing read, write, and approval permission levels. User permissions are established globally, which allow them to work on multiple projects.

(b) Company Documents: This area is reserved for general documentation not related to a specific project. Only CITY shall post content in this area.

(c) Project Summary: The project summary tab provides an overall summary of the project. This tab is for information only; CONSULTANT shall not post information in this area unless otherwise directed by CITY.

(d) Task Manager: The project schedule submitted by the Contractor is converted into a format that is uploaded by CITY into the task manager tab. The Contractor is responsible for providing schedule updates to CITY whenever the work progress in a manner different than the approved schedule. CONSULTANT shall not post information in this area, unless directed by CITY.

(e) Change Order Manager: The change order manager tab shall be used to track project change orders. CONSULTANT shall not post information in this area, unless directed by CITY.

(f) Transmittals: The transmittal tab shall be used to communicate general project information amongst all parties. This area shall be used by CONSULTANT to submit electronic deliverables required under a service request. When posting a new entry CONSULTANT shall select the "Project Testing" type of entry within the form.

(g) Submittals: All submittals shall be submitted through the submittal tab. This area is for use by CITY, the Contractor, and the Contractor's subcontractors; CONSULTANT shall not post information in this area unless otherwise directed by CITY.

(h) Request for Information (RFI): The RFI tab shall be used to request information from the Contractor to the Engineer, as well as track responses. CONSULTANT shall not post information in this area unless otherwise directed by CITY.

(i) Daily Logs: The daily log tab is used by CITY to document the activities of the work, any correspondence or direction given in the field, safety concerns and general comments about the project. The Contractor may view the contents of this tab for reference purposes. The information entered into the daily log tab is used to populate the project summary tab. CONSULTANT shall not post information in this area unless otherwise directed by CITY.

(j) WSWD: The weekly statement of working days will be posted to the WSWD tab for the use of CITY and Contractor. CONSULTANT shall not post information in this area unless otherwise directed by CITY."

4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK

ENGEO, INC.

By: _____
Roy W. Wasden, City Manager

By: _____

APPROVED AS TO SUFFICIENCY:

Print Name: _____

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

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk



Expect Excellence

EXHIBIT A
GEOTECHNICAL
ENVIRONMENTAL
WATER RESOURCES
CONSTRUCTION SERVICES

PREFERRED CLIENT FEE SCHEDULE

Effective April 2013

PROFESSIONAL SERVICES

Table listing professional services and their hourly rates: President (\$270.00), Principal Engineer/Geologist (\$230.00), Associate Engineer/Geologist (\$210.00), Senior Engineer/Geologist (\$185.00), Project Engineer/Geologist/Manager (\$165.00), Environmental Scientist (\$165.00), Staff Engineer/Geologist (\$145.00), Assistant Engineer (\$120.00), Sr. Engineering Services Representative (\$130.00), Construction Services Manager (\$140.00), Senior Field Representative II (\$130.00), Senior Field Representative I (\$115.00), Field Representative (\$110.00), Laboratory Technician (\$110.00), Network Administrator (\$150.00), CAD Specialist (\$120.00), Project Assistant (\$100.00).

- * 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.



**Council
Synopsis**

5F

January 14, 2014

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

Prepared by: Alfonso Zepeda, Senior Engineering Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 13-43, "Demolition of Buildings on N. Olive and S. Walnut" is exempt from the provisions of CEQA in accordance with Section 15301 (I) (Existing Facilities)

Motion: Awarding bid and approving an agreement in the amount of \$21,551 (Fund 305) for 1129 N. Olive Avenue and (Fund 411) for 1801 S. Walnut Road with Lea's Demolition & Excavation, Denair, California for City Project No. 13-43, "Demolition of Buildings on N. Olive and S. Walnut"

2. DISCUSSION OF ISSUE:

On December 12, 2013, seven (7) bids were received for City Project No. 13-43, "Demolition of Buildings on N. Olive and S. Walnut." Lea's Demolition & Excavation of Denair, California, was the lowest responsible bidder with a bid in the amount of \$21,551.00.

Bid Summary:

COMPANY NAME	BID AMOUNT
Lea's Demolition & Excavation	\$21,551.00
Modesto Sand & Gravel, Inc.	\$23,975.00
DJ Rocha Trucking	\$33,031.00
Sterling P. Holloway, III, Inc.	\$36,080.00
West Coast Environmental	\$37,700.00
Flores Excavation & Demolition	\$39,807.74
NCM Demolition and Remediation	\$152,700.00

On May 28, 2013 the City of Turlock purchased a parcel described as 1801 South Walnut Road in consistency with our update to our Sewer and Storm Water Master Plans. The Storm Water Master Study calls for the construction of a storm water basin at the southwest corner of Walnut Road and Linwood Avenue.

On June 11, 2013 the City of Turlock purchased two parcels described as 1129 North Olive Avenue. The City of Turlock General Plan calls for North Olive Avenue to be upgraded to accommodate increased traffic due to growth. It is a high priority of the Capital Facilities Fees update with the widening of the corridor to increase the traffic levels and safety as it leads to Emanuel Hospital.

3. BASIS FOR RECOMMENDATION:

- A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.
- B) Removal of the buildings on 1129 N. Olive Avenue continues to advance the City's goal of widening the transportation corridor on Olive Avenue to accommodate increased traffic and enhance the safety of this arterial that leads to Emanuel Hospital.
- C) Removal of the buildings on 1801 S. Walnut Road will update our Sewer and Storm Water Master studies. The City's Master Storm Drain Study calls for the construction of a storm water basin at the southwest corner of Walnut Road and Linwood Avenue.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

- Goal(s):**
- b Address growth related issues (current and future)
 - i. Impact on current transportation system
 - ii. Storm water management

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering	Consultant Cost (Asbestos)
\$37,650.00	\$21,551.00	\$2,155.00	\$2,155.00	\$3,000.00	\$8,790.00

Funding is available for 1129 N. Olive Avenue in line item number 305-40-440.51270, "Construction Project" and for 1801 S. Walnut Road in line item number 411-51-536.51270, "Construction Project" for the proposed work. These funds are specifically for public Improvements. The funding split is 53% from the 305 and 47% from the 411.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

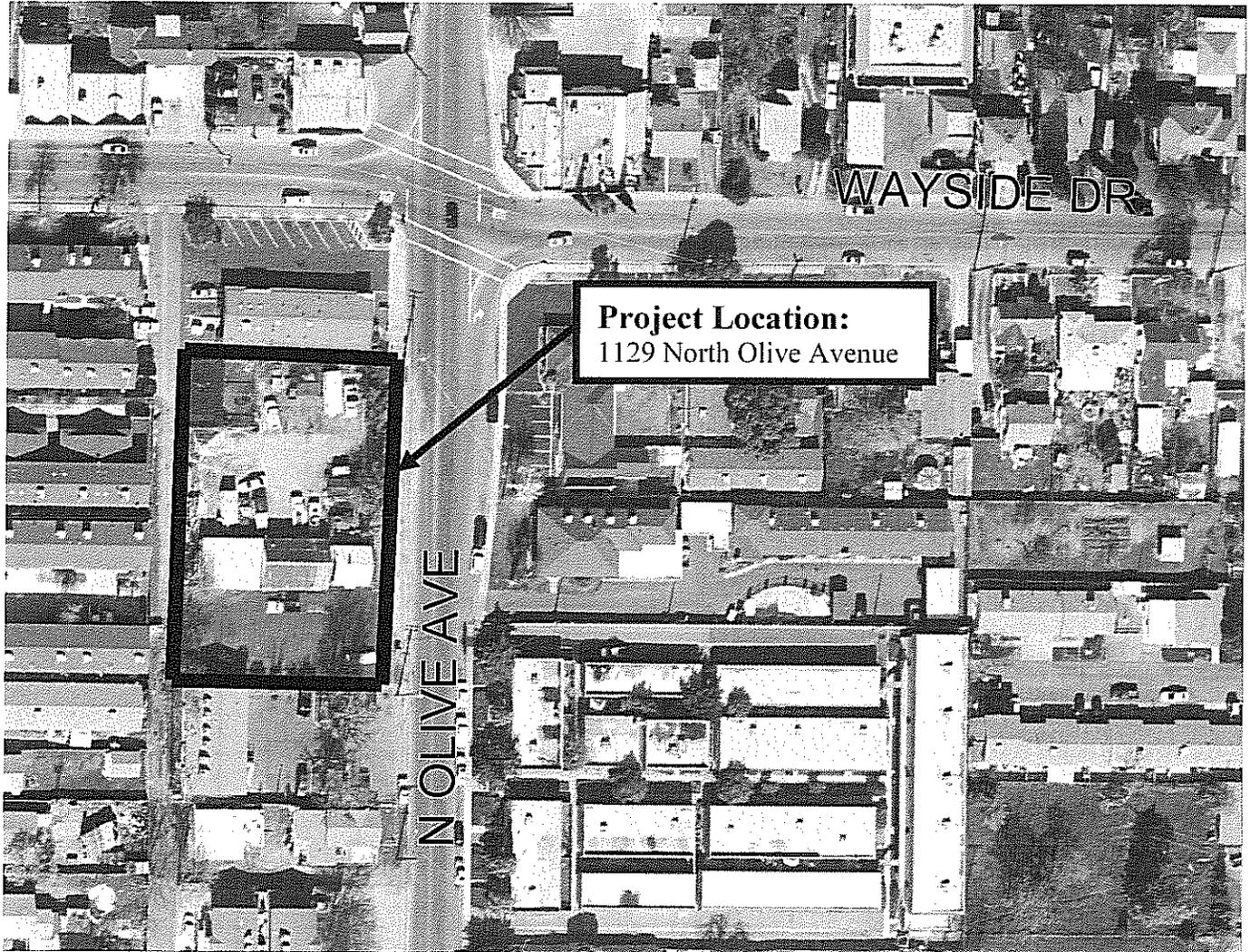
6. ENVIRONMENTAL DETERMINATION:

In accordance with CEQA §15301(d) of the California Environmental Quality Act (CEQA), this project has been determined to not have an effect on the environment and is categorical exempt from the provisions in CEQA.

7. ALTERNATIVES:

- A). Reject all bids submitted for this project. Staff does not recommend this alternative since the removal of existing structures is needed and the funding is available.

City Project No. 13-43
Demolition of Buildings on N. Olive and S. Walnut



City Project No. 13-43
Demolition of Buildings on N. Olive and S. Walnut



CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Demolition of Buildings on N. Olive and S. Walnut
 PROJECT NUMBER: 13-43
 BID OPENING: December 12, 2013
 2:00 P.M.
 ANTICIPATED COUNCIL AWARD DATE: January 14, 2014

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		1		2		3		4	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	Permit fees	AL	1	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$544.00	\$544.00	\$500.00	\$500.00	\$500.00	\$500.00
2	Asbestos removal and disposal 1129 Olive	LS	1	\$3,000.00	\$3,000.00	\$6,991.00	\$6,991.00	\$4,040.00	\$4,040.00	\$6,741.00	\$6,741.00	\$6,000.00	\$6,000.00
3	Asbestos removal and disposal 1801 Walnut	LS	1	\$3,000.00	\$3,000.00	\$3,640.00	\$3,640.00	\$7,391.00	\$7,391.00	\$3,390.00	\$3,390.00	\$6,000.00	\$6,000.00
4	Demolition and disposal of structure, improvements, and fences 1129 Olive.	LS	1	\$5,500.00	\$5,500.00	\$4,535.00	\$4,535.00	\$4,300.00	\$4,300.00	\$9,500.00	\$9,500.00	\$7,200.00	\$7,200.00
5	Demolition and disposal of structure, improvements, and fences 1801 Walnut	LS	1	\$5,500.00	\$5,500.00	\$6,385.00	\$6,385.00	\$6,700.00	\$6,700.00	\$8,400.00	\$8,400.00	\$10,500.00	\$10,500.00
6	Miscellaneous waste removal and disposal	LS	1	\$1,250.00	\$1,250.00	\$0.00	\$0.00	\$100.00	\$100.00	\$1,300.00	\$1,300.00	\$1,500.00	\$1,500.00
7	Clearing and grubbing	LS	1	\$1,250.00	\$1,250.00	\$0.00	\$0.00	\$700.00	\$700.00	\$2,400.00	\$2,400.00	\$2,880.00	\$2,880.00
8	Earthwork	LS	1	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$200.00	\$200.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00
Total =					\$22,500.00		\$21,551.00		\$23,975.00		\$33,031.00		\$36,080.00

5		6		7	
West Coast Environmental	Floras Excavation & Demolition	NCA Demolition and Remediation	West Coast Environmental	Floras Excavation & Demolition	NCA Demolition and Remediation
Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
\$500.00	\$500.00	\$862.00	\$500.00	\$862.00	\$500.00
\$8,750.00	\$8,750.00	\$4,040.00	\$4,040.00	\$4,040.00	\$4,040.00
\$8,750.00	\$8,750.00	\$7,391.00	\$7,391.00	\$7,391.00	\$7,391.00
\$7,500.00	\$7,500.00	\$7,958.93	\$7,958.93	\$7,958.93	\$7,958.93
\$10,000.00	\$10,000.00	\$10,703.93	\$10,703.93	\$10,703.93	\$10,703.93
\$1,000.00	\$1,000.00	\$3,630.30	\$3,630.30	\$3,630.30	\$3,630.30
\$600.00	\$600.00	\$2,642.80	\$2,642.80	\$2,642.80	\$2,642.80
\$600.00	\$600.00	\$2,578.78	\$2,578.78	\$2,578.78	\$2,578.78
Total =		\$37,700.00	\$39,807.74	Total =	
				\$152,700.00	

AGREEMENT

FOR PUBLIC IMPROVEMENT

PROJECT NO. 13-43
Demolition of Buildings on N. Olive and S. Walnut

THIS AGREEMENT is entered into by and between the CITY OF TURLOCK, a Municipal Corporation, hereinafter called "City," and

Lea's Demolition & Excavation
P O Box 6
Denair CA 95316

hereinafter called "Contractor" on this 14th day of January, 2014 (hereinafter called the "Agreement").

RECITALS

- A City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.
- B On January 14, 2014, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.
- C City and Contractor desire to enter into this Agreement for the construction of said improvements.

IT IS AGREED AS FOLLOWS:

1. **Scope of Work:**
Contractor shall perform the work described briefly as follows:

The work consists, in general, of:

Obtain a demolition permit, obtain a hydrant use permit, coordinate removal of facilities with utility companies, reference the Pre-Demolition Lead and Asbestos Survey provided by ENGEO, reference the City of Turlock Standard Specifications and Drawings, conduct work in accordance with federal, state and local regulations, notification to all required agencies, install storm water BMP's, removal and disposal of asbestos containing materials, removal and disposal of lead-based paint materials, demolition and disposal of structures, improvements and fences, miscellaneous waste

removal and disposal, proper closure of private residential well, septic tank destruction, clearing and grubbing, rough grade of site, submittal of close out documentation and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

The aforesaid improvements are further described in the plans, specifications and technical requirements for such project, copies of which are on file in the office of the City Engineer, and which are incorporated herein by reference as if set forth fully herein.

2. The Contract:

The complete contract consists of the following documents: This agreement, the contractor's accepted proposal, general conditions, special provisions, plans and detailed drawings, addendums, and any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner. The current edition of the "City of Turlock Standard Specifications and Drawings" is hereby incorporated as a part of the contract.

All rights and obligations of City and Contractor are set forth and described in the contract.

All of the above named documents are intended to incorporate the terms of the others so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as the "contract". In case of any dispute, the decision of the City Engineer shall be final.

3. Schedule:

All work shall be performed in accordance with the schedule approved by the City Engineer and under his direction.

4. Equipment & Performance of Work:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **CITY PROJECT NO. 13-43, "Demolition of Buildings on N. Olive and S. Walnut."**

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed as required in said plans and specifications under the direction and supervision, and subject to the approval of the City Engineer of said City, or City Engineer's designated agent.

5. Contract Price:

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Twenty One Thousand Five Hundred Fifty One and NO/100ths Dollars (\$21,551.00)**. Said amount shall be paid in installments as hereinafter provided.

6. Time for Performance:

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Thirty (30)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

7. Rights of City to Increase Working Days:

If such work is not completed within such time, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of the City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge the Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges; provided, however, that no extension of time for completion of such work shall ever be allowed unless requested by Contractor at least twenty (20) calendar days prior to the time herein fixed for the completion thereof, in writing, with the City Engineer. In this connection, it is understood that the City Engineer shall not consider any such requests if not filed within the time herein prescribed.

8. Option of City to Terminate Agreement in Event of Failure to Complete Work:

If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory arrangements for the correction thereof made, this agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. Liquidated Damages:

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Seventy-five** and no/100ths Dollars (**\$\$75.00**) for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other

contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. Disputes Pertaining to Payment for Work:

Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive.

11. Permits, Compliance with Law:

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law.

12. Superintendence by Contractor:

Contractor shall give personal superintendence to the work on said improvement or have a competent foreman or superintendent satisfactory to the City Engineer on the work at all times during progress, with authority to act for him.

13. Inspection by City:

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

14. Extra and/or Additional Work and Changes:

Should City at any time during the progress of said work request any alterations, deviations, additions, or omissions from said specifications or plans or other contract documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price as the case may be, by fair and reasonable valuation. Request for such change must be made in writing signed by the City Engineer and shall be accompanied by plans and specifications for such purpose.

In the event work is performed or materials furnished in addition to those set forth in Contractor's bid and the specifications herein, said work and materials shall be paid for at the unit price therein contained. Said amount shall be paid in installments as hereinafter provided.

15. Change of Contract Price:

The contract price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract price will be determined in the City's sole discretion as follows:

- (a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities", of the Caltrans Standard Specifications; or
- (b) If the work performed is not included on the engineers estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or
- (c) If the change order is not determined as described in either 1.24.A.1 or 1.24.A.2, the

change order will be determined on the basis of Force Account in accordance with the provisions in Section 9-1.03, "Force Account Payment", of the Caltrans Standard Specifications, plus a contractor's fee for overhead and profit as determined by 1.24.B.

The Contractor will be paid the direct costs for labor, materials and equipment used in performing the force account work in accordance with Sections 9 1.03A "Work Performed by Contractor" of the Caltrans Standard Specifications as modified below.

To the total of the direct costs computed as provided in Sections 9 1.03A(1), "Labor," 9 1.03A(2), "Materials," and 9 1.03A(3), "Equipment Rental," there will be added a markup of 5 percent to the cost of labor, 5 percent to the cost of materials and 5 percent to the equipment rental.

The above markups shall constitute full compensation for all delay costs, overhead costs and profit which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 9 1.03A(1), "Labor," 9 1.03A(2), "Materials," and 9 1.03A(3), "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 8 1.01, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section 9 1.03A. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

16. Change of Contract Time:

The contract time may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract time will be determined as follows:

- (a) Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and Engineer; or
- (b) Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
 - a. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within 15 days from the beginning of that delay; or
 - b. where the delay is caused by actions beyond the control of Contractor; or
 - c. where the delay is caused by actions or failure to act by Engineer.

Contractor shall not be entitled to an adjustment in contract time for delays within the control of Contractor. Delays resulting from and within the control of a Subcontractor or

Supplier shall be deemed to be delays within the control of Contractor.

17. Inspection and Testing of Materials:

Contractor shall notify City a sufficient time in advance of the manufacture of production materials to be supplied by Contractor under this contract in order that City may arrange for mill or factory inspection and testing of same.

Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the job of said improvement. Contractor shall also furnish City, in triplicate, certified copies of all factory and mill test reports upon request.

18. Permits and Care of the Work:

Contractor has examined the site of the work and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of this agreement. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

19. Other Contracts:

City may award other contracts for additional work, and Contractor shall fully cooperate with such other Contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

20. Payments to Contractor:

Payments are to be made to the Contractor in accordance with the provisions of Section 9 of the General Conditions of said specifications in legally executed and regularly issued warrants of the city, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. The Contractor shall be administered a progress payment approximately every 30 calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins.

Pursuant to Division 2, Part 5, Section 22300, *et seq.*, of the Public Contracts Code, the Contractor may request the right to substitute securities for any moneys withheld by the City of Turlock to ensure the performance required of the Contractor under the contract, or that the City of Turlock make payment of retentions earned directly into an escrow account established at the expense of the Contractor.

21. Hold-Harmless Agreement and Contractor's Insurance:

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 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.

22. Contractor's Insurance:

Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall 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. 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 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 for ongoing operations and CG 20 37 for products/completed operations), 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.

(b) Minimum Limits of Insurance: 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.
- (4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(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) 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 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 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 Contractor's insurance (CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor'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 this Agreement, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal or material change.

(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 or with an insurer to which the City has provided prior approval.

(f) Verification of Coverage: Contractor 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 Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(g) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from 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 Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

23. Proof of Carriage of Insurance:

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that each carrier shall give City at least thirty (30) days

prior notice of the cancellation of any policy during the effective period of this contract.

24. Wages & Hours of Employment:

In the performance of this contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by the Director of the Department of Industrial Relations for the community.

The Contractor shall forfeit as penalty to the City, Twenty-five and no/100ths Dollars (\$25.00) to be paid to the City of Turlock for each workman employed in the execution of this agreement by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Article 3, Chapter 1, Part 7, a Division 2, of the Labor Code of the State of California, and all amendments thereto.

25. Emergency - Additional Time for Performance - Procurement of Materials:

If, because of war or other declared national emergency, the Federal or State Government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is through no fault of the Contractor, unable to perform this agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

(a) City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this agreement, sufficient to compensate in time, for delay or suspension.

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify City Engineer in writing thereof, and give specific reasons therefore; City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with other provisions of this agreement.

Substituted materials, or changes in the work, or both, shall be ordered in writing by City Engineer, and the concurrence of the Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

(b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or

(c) City Council, by resolution, may suspend this agreement until the cause of inability to perform is removed but for a period of not to exceed sixty (60) days.

If this agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the agreement may have been suspended, as herein above provided, City Council may further suspend this agreement, or either party hereto may, without incurring any liability, elect to declare this agreement terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed, or

(d) City may terminate this agreement, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor, and this agreement shall be terminated upon receipt by Contractor of such notice.

In the event of the termination provided in this sub-paragraph (d), none of the covenants, conditions or provisions hereof shall apply to the work not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

26. Provisions Cumulative:

The provisions of this agreement are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

27. Notices:

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

**City of Turlock
City Engineer
156 S. Broadway, Suite 150
Turlock CA 95380-5454**

Notices required to be given to Contractor shall be addressed as follows:

Notices required to be given sureties of Contractor shall be addressed as follows:

28. Interpretation:

As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

29. Antitrust Claims:

The Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

30. Use of City Project Number:

The Contractor or subcontractor agrees to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude the Contractor or subcontractor from using their own project numbers for their own internal use.

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 12 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

(Attach Contractor's Seal Here)

CONTRACTOR

Signature

Print Name

Address: _____

Phone: _____

Date: _____

Federal Tax ID or

Social Security Number: _____

CITY OF TURLOCK, a municipal corporation

Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

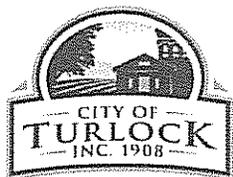
Michael G. Pitcock, P.E., Director of
Development Services/City Engineer

APPROVED AS TO FORM:

Phaedra A. Norton, City Attorney

ATTEST:

Kellie E. Weaver, City Clerk



Council Synopsis

59

January 14, 2014

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

Prepared by: Stephen Fremming, Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 13-55, "HVAC Unit Replacements and Roofing at TRWQCF Operations Building," is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines

Motion: Awarding bid and approving an agreement in the amount of \$100,000 (Fund 410) with Air Solutions Inc., of Sacramento, California, for City Project No. 13-55, "HVAC Unit Replacements and Roofing at TRWQCF Operations Building"

Resolution: Appropriating \$15,000 to account number 410-51-534_43353 "RWQCF-OPS Building Repairs" from account number 410-51-534_44027 "Digester Building Roof Repairs" for City Project No. 13-55, "HVAC Unit Replacements and Roofing at TRWQCF Operations Building"

2. DISCUSSION OF ISSUE:

On December 10, 2013, four (4) bids were received for City Project No. 13-55, "HVAC Unit Replacements and Roofing at TRWQCF Operations Building." Air Solutions Inc. of Sacramento, California, was the lowest responsible bidder with a bid in the amount of \$100,000.

Bid Summary:

COMPANY NAME	BID AMOUNT
Air Solutions Inc.	\$100,000
Champion Industrial Contractors	\$129,263
Graham-Prewett, Inc.	\$129,600
J.H. Simpson Co., Inc.	\$129,890

There are four (4) existing HVAC units on the roof of the Terry Cray Operations Building at the Water Quality Control Facility that provide heating and cooling to the building. The existing HVAC units are nearing the end of their useful life and

require continual maintenance. There are several leaks in the existing roof as well. The scope of the project includes replacement of four (4) HVAC units, removal of existing roofing materials, and installation of a new roof.

3. BASIS FOR RECOMMENDATION:

- A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.
- B) The completed project will result in a new roof and new HVAC equipment at the Terry Cray Operations Building.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

- Goal(s):** b Address growth related issues (current and future)
- iii. Wastewater
The work entailed in this project is crucial to maintaining the Terry Cray Operations Building in good working order.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
\$114,727	\$100,000	\$10,000	\$3,000	\$1,327

There is \$100,000 available in line item number 410-51-534_43353, "RWQCF-OPS Building Repairs." Staff requests approval of an appropriation of \$15,000 to line item number 410-51-534_43353, "RWQCF-OPS Building Repairs" from line item 410-51-534_44027, "Digester Building Roof Repairs", to supplement and complete funding of the project.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

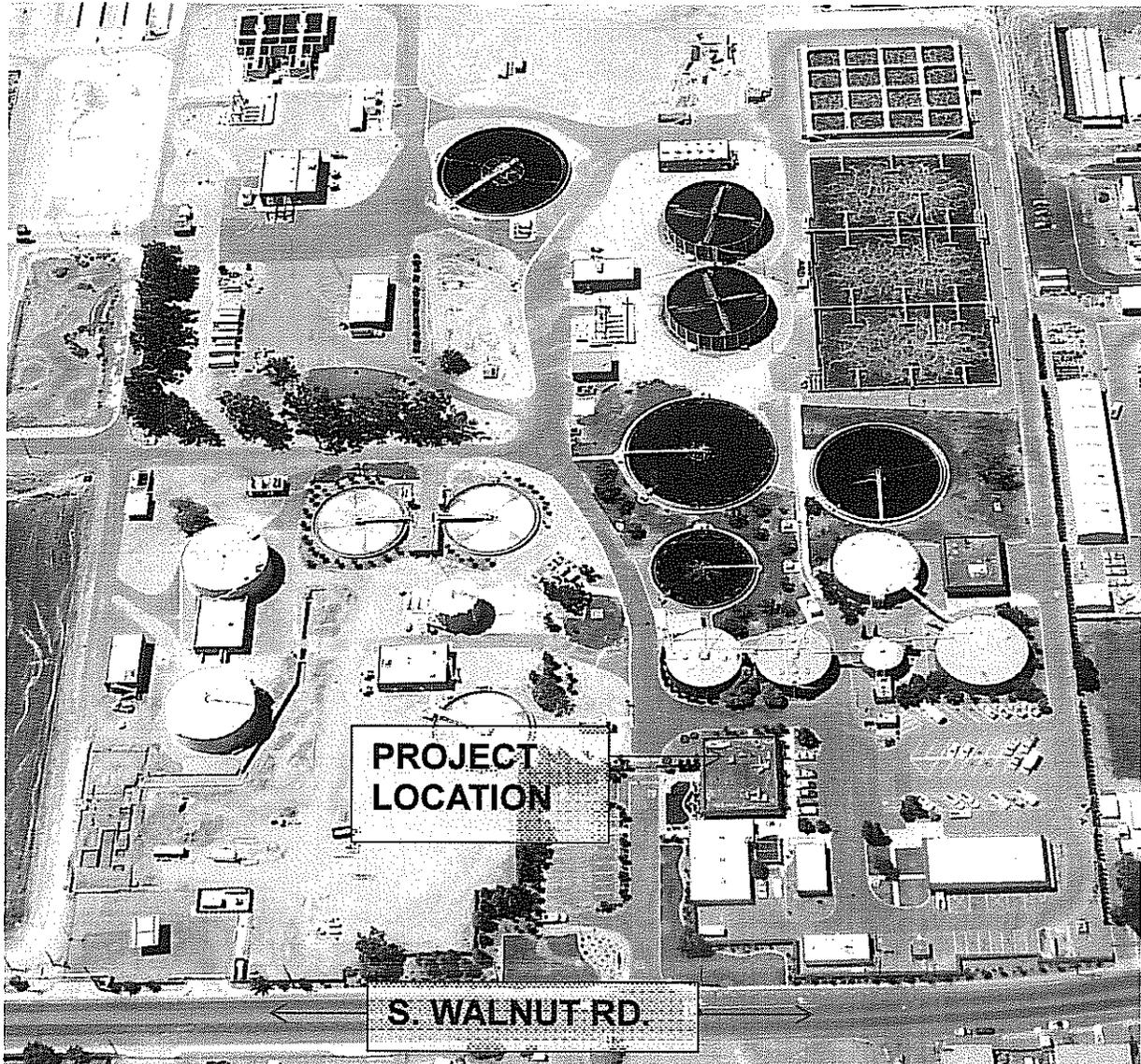
Staff recommends that the City Council find the project exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to the following section of the CEQA Guidelines:

Section 15301 (Existing Facilities): Pursuant to Section 15301, this project involves the maintenance and repair of an existing public structure and facilities involving no additional square footage.

7. ALTERNATIVES:

- A). Reject all bids submitted for this project. Staff does not recommend this alternative because the improvements are needed and funds are available for this purpose.

City Project No. 13-55
HVAC Unit Replacements and Roofing at TRWQCF Operations Building



CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: HVAC Unit Replacements and Roofing at TRWQCF Operations Building

PROJECT NUMBER: 13-55

BID OPENING: December 10, 2013
3:00 PM

ANTICIPATED COUNCIL AWARD DATE: January 14, 2013

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.			1 Air Solutions, Inc.			2 Champion Industrial Contractors		
				Unit Price	Total		Unit Price	Total	Unit Price	Total		
1	HVAC Unit Replacements and Roofing at TRWQCF Operations Building Base Bid	LS	1	\$80,000.00	\$80,000.00		\$100,000.00	\$100,000.00	\$129,263.00	\$129,263.00		
Total =				\$80,000.00	\$80,000.00		\$100,000.00	\$100,000.00	\$129,263.00	\$129,263.00		

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.			3 Graham-Prewett, Inc.			4 J.H. Simpson Co., Inc.		
				Unit Price	Total		Unit Price	Total	Unit Price	Total		
1	HVAC Unit Replacements and Roofing at TRWQCF Operations Building Base Bid	LS	1	\$80,000.00	\$100,000.00		\$129,600.00	\$129,600.00	\$129,890.00	\$129,890.00		
Total =				\$80,000.00	\$100,000.00		\$129,600.00	\$129,600.00	\$129,890.00	\$129,890.00		

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 13-55

HVAC Unit Replacements and Roofing at TRWQCF Operations Building

THIS AGREEMENT is entered into by and between the CITY OF TURLOCK, a Municipal Corporation, hereinafter called "City," and

Air Solutions Inc
2475 Fruitridge Road
Sacramento, CA 95822

hereinafter called "Contractor" on this 14th day of January, 2014 (hereinafter called the "Agreement").

RECITALS

A City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.

B A notice was duly published for bids for the contract for the improvement hereinafter described.

C On January 14, 2014, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

D City and Contractor desire to enter into this Agreement for the construction of said improvements.

IT IS AGREED AS FOLLOWS:

1. **Scope Of Work:**

Contractor shall perform the work described briefly as follows:

The work consists, in general, of:

- Disconnect and remove four (4) existing HVAC units on the Terry Cray Operations building roof from all refrigerant, condensate, electrical, and natural gas lines, as applicable. Removed equipment shall become the property of the contractor and shall be disposed of in a manner consistent with EPA regulations.
- Remove existing wood sleeper supports.
- Provide all engineering and design work required for issuance of a building permit for the work.
- Remove the existing EPDM roofing system over the entire roof deck. Clean, inspect, mechanically fasten one layer of 60-Mil TPO roofing membrane over 1/4" Securock over the existing roof deck.
- Remove existing rooftop ductwork and supports. Install new aluminum ductwork and supports.
- Provide and install four (4) new HVAC units with R-410A refrigerant that meets or exceeds performance of the units being replaced in terms of heating and cooling capabilities and efficiency ratings.
- Contractor shall perform functional testing and acceptance testing in conformance with the current edition of the California Energy Code. Contractor shall submit the appropriate mechanical systems compliance forms to the Building Department for review and complete all comply with all required tests.

Contractor shall furnishing all necessary labor, materials, tools, equipment and any incidentals needed to perform the improvements as described in the Contract Documents. This work shall be completed in accordance with the City of Turlock Standard Specifications and Drawings and these special provisions.

The aforesaid improvements are further described in the specifications and technical requirements for such project, copies of which are on file in the office of the City Engineer, and which are incorporated herein by reference as if set forth fully herein.

2. The Contract:

The complete contract consists of the following documents: This agreement, the notice to contractors, the contractor's accepted proposal, special provisions, plans and detailed drawings, addendums, faithful performance bond, labor and materials bond, and any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner. The current edition of the "City of Turlock Standard Specifications and Drawings" is hereby incorporated as a part of the contract.

All rights and obligations of City and Contractor are set forth and described in the contract.

All of the above named documents are intended to incorporate the terms of the others so that any work called for in one and not mentioned in the other, or vice versa, is to be

executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as the "contract". In case of any dispute, the decision of the City Engineer shall be final.

3. Schedule:

All work shall be performed in accordance with the schedule approved by the City Engineer and under his direction.

4. Equipment & Performance Of Work:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 13-55, "HVAC Unit Replacements and Roofing at TRWQCF Operations Building."**

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed as required in said plans and specifications under the direction and supervision, and subject to the approval of the City Engineer of said City, or City Engineer's designated agent.

5. Contract Price:

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **One Hundred Thousand Dollars and NO/100ths Dollars (\$100,000.00)**. Said amount shall be paid in installments as hereinafter provided.

6. Time For Performance:

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work shall be substantially complete on or before the expiration of **Seventy (70)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued. Substantial Completion is defined as the date when all HVAC units have been installed and passed functional testing and is providing air conditioning to the interior of the Operations building. Contractor shall complete the project in all respects and achieve Final Completion within **Eighty (80)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued. The contract working days include time required for fabrication and delivery of equipment. If Contractor demonstrates that equipment lead time requires additional days to be added to the contract, and Contractor has diligently worked to provide a complete submittal package and re-submittals, as may be needed, Engineer may add additional working days to the contract without penalty of deduction from final payment for the engineering, inspection, superintendence, as described in Section 7 below.

7. **Rights Of City To Increase Working Days:**

If such work is not completed within such time, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of the City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge the Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges; provided, however, that no extension of time for completion of such work shall ever be allowed unless requested by Contractor at least twenty (20) calendar days prior to the time herein fixed for the completion thereof, in writing, with the City Engineer. In this connection, it is understood that the City Engineer shall not consider any such requests if not filed within the time herein prescribed.

8. **Option Of City To Terminate Agreement In Event Of Failure To Complete Work:**

If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory arrangements for the correction thereof made, this agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. **Liquidated Damages:**

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Four Hundred and no/100ths Dollars (\$400.00)** for each calendar day beyond the date for Substantial Completion of the work. Substantial Completion is defined as the date when all HVAC units have been installed and passed functional testing and is providing air conditioning to the interior of the Operations building. The City may deduct **One Hundred and no/100ths Dollars (\$100.00)** for each calendar day beyond the date established for Final Completion. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within

the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. Performance By Sureties:

In the event of any termination as hereinbefore provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the agreement; provided, however, that if the sureties within five (5) days after giving them said notice of termination, do not give the City written notice of their intention to take over the performance of the agreement and do not commence performance thereof within five (5) days after notice to the City of such election, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account, and at the expense of Contractor and the sureties shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

11. Disputes Pertaining To Payment For Work:

Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive.

12. Permits, Compliance With Law:

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law.

13. Superintendence By Contractor:

Contractor shall give personal superintendence to the work on said improvement or have a competent foreman or superintendent satisfactory to the City Engineer on the work at all times during progress, with authority to act for him.

14. Inspection By City:

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

15. Extra And/Or Additional Work And Changes:

Should City at any time during the progress of said work request any alterations, deviations, additions, or omissions from said specifications or plans or other contract documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price as the case may be, by fair and reasonable valuation. Request for such change must be made in writing signed by the City Engineer, shall be accompanied by plans and specifications for such purpose, shall be accepted in writing by Contractor and Contractor's surety.

In the event work is performed or materials furnished in addition to those set forth in Contractor's bid and the specifications herein, said work and materials shall be paid for at the unit price therein contained. Said amount shall be paid in installments as hereinafter provided.

16. Change Of Contract Price:

The contract price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract price will be determined in the City's sole discretion as follows:

- (a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities", of the Caltrans Standard Specifications; or
- (b) If the work performed is not included on the engineers estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or
- (c) If the change order is not determined as described in either 1.24.A.1 or 1.24.A.2, the change order will be determined on the basis of Force Account in accordance with the provisions in Section 9-1.03, "Force Account Payment", of the Caltrans Standard Specifications, plus a contractor's fee for overhead and profit as determined by 1.24.B.

The Contractor will be paid the direct costs for labor, materials and equipment used in performing the force account work in accordance with Sections 9 1.03A "Work Performed by Contractor" of the Caltrans Standard Specifications as modified below.

To the total of the direct costs computed as provided in Sections 9 1.03A(1), "Labor," 9 1.03A(2), "Materials," and 9 1.03A(3), "Equipment Rental," there will be added a markup

of 5 percent to the cost of labor, 5 percent to the cost of materials and 5 percent to the equipment rental.

The above markups shall constitute full compensation for all delay costs, overhead costs and profit which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 9 1.03A(1), "Labor," 9 1.03A(2), "Materials," and 9 1.03A(3), "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 8 1.01, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section 9 1.03A. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. Change Of Contract Time:

The contract time may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract time will be determined as follows:

- (a) Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and Engineer; or
- (b) Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
 - a. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within 15 days from the beginning of that delay; or
 - b. where the delay is caused by actions beyond the control of Contractor; or
 - c. where the delay is caused by actions or failure to act by Engineer.

Contractor shall not be entitled to an adjustment in contract time for delays within the control of Contractor. Delays resulting from and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

18. Inspection And Testing Of Materials:

Contractor shall notify City a sufficient time in advance of the manufacture of production materials to be supplied by Contractor under this contract in order that City may arrange for mill or factory inspection and testing of same.

Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the job of said improvement. Contractor shall also furnish City, in triplicate, certified copies of all factory and mill test reports upon request.

19. Permits And Care Of The Work:

Contractor has examined the site of the work and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of this agreement. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

20. Other Contracts:

City may award other contracts for additional work, and Contractor shall fully cooperate with such other Contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

21. Payments To Contractor:

Payments are to be made to the Contractor in accordance with the provisions of Section 9 of the General Conditions of said specifications in legally executed and regularly issued warrants of the city, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. The Contractor shall be administered a progress payment approximately every 30 calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins.

Pursuant to Division 2, Part 5, Section 22300, *et seq.*, of the Public Contracts Code, the Contractor may request the right to substitute securities for any moneys withheld by the City of Turlock to ensure the performance required of the Contractor under the contract, or that the City of Turlock make payment of retentions earned directly into an escrow account established at the expense of the Contractor.

22. Contract Security:

Concurrently with the execution hereof, Contractor shall furnish on the forms provided (1) a surety bond in an amount equal to at least one hundred percent (100%) of the contract

price as security for the faithful performance of this contract; and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Sureties on each of said bonds thereof shall be satisfactory to the City.

23. Hold-Harmless Agreement And Contractor's Insurance:

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 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.

24. Contractor's Insurance:

Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall 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. 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 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 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) Insurance Service Office Form CP 00 20 with Causes of Loss – Special Form CP 10 30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

(5) Surety bonds as described below.

(6) Errors and Omissions/Professional Liability Insurance (if *Design/Build*).

(b) Minimum Limits of Insurance: 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.

(4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(5) Builder's Risk: Completed value of the project with no coinsurance penalty provisions.

(6) Errors and Omissions/Professional Liability: \$1,000,000 per claim as needed for design/build.

(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) 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 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 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 Contractor's insurance

(CG 20 10 for ongoing operations and CG 20 37 for products/completed operations, or their equivalent), or as a separate owner's policy that is at least as broad as the ISO Form CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor.

(2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor'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 Contractor 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) Builder's Risk (Course of Construction) Insurance: City shall be named as loss payee.

(f) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.

(g) 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 Contractor'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.

(h) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from 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 Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

- (i) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- (j) Surety Bonds: Contractor shall provide a Performance Bond, and a Payment Bond.

25. Proof Of Carriage Of Insurance:

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the effective period of this contract.

26. Wages & Hours Of Employment:

In the performance of this contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by the Director of the Department of Industrial Relations for the community.

The Contractor shall forfeit as penalty to the City, Twenty-five and no/100ths Dollars (\$25.00) to be paid to the City of Turlock for each workman employed in the execution of this agreement by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Article 3, Chapter 1, Part 7, a Division 2, of the Labor Code of the State of California, and all amendments thereto.

27. Emergency - Additional Time For Performance - Procurement Of Materials:

If, because of war or other declared national emergency, the Federal or State Government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is through no fault of the Contractor, unable to perform this agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

- (a) City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this agreement, sufficient to compensate in time, for delay or suspension.

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify City Engineer in writing thereof, and give specific reasons therefore; City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is

specified in this agreement, or permit substitution, or provide for changes in the work in accordance with other provisions of this agreement.

Substituted materials, or changes in the work, or both, shall be ordered in writing by City Engineer, and the concurrence of the Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

- (b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or
- (c) City Council, by resolution, may suspend this agreement until the cause of inability to perform is removed but for a period of not to exceed sixty (60) days.

If this agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the agreement may have been suspended, as herein above provided, City Council may further suspend this agreement, or either party hereto may, without incurring any liability, elect to declare this agreement terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed, or

- (d) City may terminate this agreement, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor, and this agreement shall be terminated upon receipt by Contractor of such notice.

In the event of the termination provided in this sub-paragraph (d), none of the covenants, conditions or provisions hereof shall apply to the work not performed,

and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

28. Provisions Cumulative:

The provisions of this agreement are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

29. Taxes:

Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to the City. Such cooperation shall include but not be limited to:

(a) Use Tax Direct Payment Permits. Contractor shall apply for, obtain and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

(b) Purchases of \$500,000 or More. Contractor shall require vendors and suppliers located outside California from whom Contractor makes purchase of \$500,000 or more to allocate the use tax to the City.

Additional information regarding use tax and the Permit can be found in the State of California Board of Equalization, Sales and Use Tax Regulations, Regulation 1699.6, Use Tax Direct Payment Permits, or on the web site for the Board of Equalization at <http://www.boe.ca.gov/sutax/sutprograms.htm>

30. Notices:

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

**City of Turlock
City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5454**

Notices required to be given to Contractor shall be addressed as follows:

Notices required to be given sureties of Contractor shall be addressed as follows:

31. Interpretation:

As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

32. Antitrust Claims:

The Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

33. Use of City Project Number:

The Contractor or subcontractor agrees to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude the Contractor or subcontractor from using their own project numbers for their own internal use.

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 21 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

(Attach Contractor's Seal Here)

CONTRACTOR

Print Name

Address: _____

Phone: _____

Date: _____

Federal Tax ID or
Social Security Number: _____

CITY OF TURLOCK, a municipal corporation

Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

Phaedra A. Norton, City Attorney

ATTEST:

Kellie E. Weaver, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

That _____, as Principal,
and _____, incorporated under the
laws of the State of _____, and authorized to execute bonds and
undertakings as sole Surety, in the State of California, and held and firmly bound unto the City
of Turlock, a municipal corporation of the State of California, in the sum of
_____ Dollars (\$_____) for
the payment thereof, well and truly to be made, said Principal and Surety bind themselves,
their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 13-55, "HVAC Unit Replacements and Roofing at TRWQCF Operations Building,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void, otherwise to remain in full force and effect.

No prepayment or delay in payment and no changes, extension, addition or alteration of any provision of said contract or in any plans and specifications referred to herein, and no forbearance on the part of the City shall operate to release the Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

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Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

(Attach Acknowledgment
Both Principal's and Surety's
Attorney In Fact)

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

That _____, as Principal, and _____, incorporated under the laws of the State of _____ and authorized to execute bonds and undertakings as sole Surety, in the State of California, as Surety, are held and firmly bound unto any and all material, men, persons, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claim has not been paid by the Contractor, company, or corporations in the just and full sum of _____ Dollars (\$_____) for payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 13-55, "HVAC Unit Replacements and Roofing at TRWQCF Operations Building,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

NOW, THEREFORE, if the above bounden Principal or said Principal's subcontractors, fail to pay for any materials, provisions provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filled and proceedings had in connection therewith as required by the provisions of Sections 5100, et. seq., inclusive, of the Public Contracts Code of the State of California, and any amendments thereof; provided, also, that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said contract or in said plans and specifications agreed to between the Principal and the City, and no forbearance on the part of the City, shall operate to release the Surety from liability on this bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

(Attach Acknowledgment
Both Principal's and
Surety's Attorney In Fact)

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$15,000 TO ACCOUNT NUMBER }
410-51-534_43353 "RWQCF-OPS }
BUILDING REPAIRS" FROM ACCOUNT }
NUMBER 410-51-534_44027 "DIGESTER }
BUILDING ROOF REPAIRS" FOR CITY }
PROJECT NO. 13-55, "HVAC UNIT }
REPLACEMENTS AND ROOFING AT }
TRWQCF OPERATIONS BUILDING" }
_____ }

RESOLUTION NO. 2014-

WHEREAS, the City wishes to replace the roof and four (4) HVAC units at the Terry Cray Operations Building at the Turlock Regional Water Quality Control Facility; and

WHEREAS, City Project No. 13-55, "HVAC Unit Replacements and Roofing at TRWQCF Operations Building" has been publically and competitively bid and additional funds are necessary to complete funding of the project; and

WHEREAS, the additional funds are available in account number 410-51-534_44027 "Digester Building Roof Repairs."

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the appropriation of \$15,000 to account number 410-51-534_43353 "RWQCF-OPS Building Repairs" from account number 410-51-534_44027 "Digester Building Roof Repairs" for City Project No. 13-55, "HVAC Unit Replacements and Roofing at TRWQCF Operations Building."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2014, 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

January 14, 2014

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2004-214 and authorizing the City Manager, with the recommendation of the City Engineer, to execute an Encroachment Agreement for minor easement encroachments

2. DISCUSSION OF ISSUE:

From time to time, the engineering staff receives requests for a private property owner to encroach into a city utility or road easements. Most requests are rejected because they want to construct a permanent structure or improvement over a city utility. But, some requests are very minor and the staff feels that an encroachment would not impede our ability to maintain our facilities. That being said, staff does not want to increase our fiscal liability should we need to utilize the easement for maintenance and repairs. Therefore, staff has created an encroachment agreement (Exhibit "A") that would let a minor facility encroach into a city easement but would explicitly spell out that the City would be held harmless of any damage caused by our maintenance and repair operations.

Since the encroachment would be minor in nature and would not impose future fiscal hardship to the City of Turlock, staff requests that you authorize the City Manager to execute the encroachment agreement at the City Engineer's recommendation. The agreement would be recorded against the property so all future property owners are also held to the encroachment agreement.

This agreement has been used since 2004 through Council Resolution 2004-214. Since this agreement is 10 years old, the City Manager has directed staff to have the current council revisit and approve the continuation of this agreement.

3. BASIS FOR RECOMMENDATION:

A) All agreements must be approved by the City Council

Strategic Plan Initiative: F. Intelligent, Planned and Managed Growth

Goal(s): 1(a) Ensure all growth adds value to the current and future community

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

None

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). Not approve the use of encroachment agreements. Staff does not recommend this as the encroachments add to the quality of life of the property owner with no liability to the City of Turlock.

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**
CITY OF TURLOCK
ENGINEERING DIVISION
156 S. BROADWAY, SUITE 150
TURLOCK, CA 95380-5461



**REVOCABLE
ENCROACHMENT USE AGREEMENT**

THIS REVOCABLE ENCROACHMENT USE AGREEMENT (hereinafter "Agreement") is entered into this _____ day of _____, 20__, by and between the **CITY OF TURLOCK** (hereinafter "City") and _____ (hereinafter "Owner").

1. City owns a public utility easement over Owner's property described on Exhibit A attached hereto.
2. Owner desires to construct certain facilities as set forth on Exhibit B attached hereto that, when completed, will encroach into City's easement or may otherwise interfere with City's easement.
3. City has no objections to Owner's construction of said facilities within City's easement, subject to the terms and conditions set forth herein.
4. Owner expressly acknowledges and agrees that Owner's use of City's easement is revocable and subject to revocation/termination by City at any time for any reason or for no reason. City will give Owner twenty (20) calendar days' notice of revocation/termination.
5. Owner expressly acknowledges and agrees that Owner does not have any property interest in City's easement and that this Agreement and the construction of said facilities within City's easement does not create any property interest of any kind or nature in City's easement by Owner.
6. Owner shall, at Owner's sole cost and expense, remove said facilities from City's easement within twenty (20) calendar days of a request to do so by City.
7. Owner agrees, in exchange for Owner's use of City's easement, that Owner and Owner's successors and assigns in interest shall hold City harmless from any damages to Owner's facilities caused by City including, but not limited to, City's efforts to gain full access to its easement or to conduct maintenance or repair of City's property located within City's easement.

OK for Agenda

8. Owner hereby agrees to 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 or related directly or indirectly to this Agreement, caused in whole or in part by any act or omission of City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

9. Owner hereby expressly waives and releases all claims and causes of action it now has or in the future may have against City based on or related directly or indirectly to this Agreement including, but not limited to, the use of City's easement by Owner, any and all damages that may be caused by any act or omission of City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. To the extent of such waiver and release, Owner expressly waives its rights, if any, under California Civil Code Section 1542 which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

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

OWNER (s)

By: _____
Roy W. Wasden, City Manager

Print Name: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

Print Name: _____

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

Address: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

Phone: _____

ATTEST:

Date: _____

By: _____
Kellie E. Weaver, City Clerk

ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF STANISLAUS }

On _____, 20____, before me _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[seal]

**EXHIBIT A
LEGAL DESCRIPTION**

**EXHIBIT B
FACILITIES CONSTRUCTED**

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING }
RESOLUTION NO. 2004-214 AND }
AUTHORIZING THE CITY MANAGER, WITH }
THE RECOMMENDATION OF THE CITY }
ENGINEER, TO EXECUTE AN }
ENCROACHMENT AGREEMENT FOR }
MINOR EASEMENT ENCROACHMENTS }
_____ }

RESOLUTION NO. 2014-

WHEREAS, the City of Turlock, at the City Engineer's approval and recommendation, wishes to allow minor improvements to be constructed within a City of Turlock easement; and

WHEREAS, the City of Turlock does not want to incur any additional fiscal responsibility; and

WHEREAS, the City of Turlock will require each property owner to enter into an encroachment agreement that will be recorded with the County of Stanislaus.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Turlock does hereby rescind Resolution No. 2004-214 and does hereby authorize the City Manager, with the recommendation of the City Engineer, to execute an encroachment agreement for minor easement encroachments.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2014, 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

SERVICE	RATE
Daytime Towing (8:00 a.m. to 5:00 p.m.)	\$150 for first hour (minimum) \$30 every 15 minutes after first hour (off-road, canal, etc.)
Nighttime, Weekend, Holiday Towing	\$150 for first hour (minimum), \$30 every 15 minutes after first hour (off-road, canal, etc.)
Daily Storage: Inside	\$35
Daily Storage: Outside	\$35
Gate Fee: Non-Business Hours	\$50
Large Vehicle: Class B (GVWR \geq 26,001)	\$195 for first hour (minimum), \$45 every 15 minutes after first hour (off-road, canal, etc)
Extra Large Vehicle: Class C (GVWR \geq 33,001)	\$250 for first hour (minimum), \$45 every 15 minutes after first hour up to \$340 maximum



Council Synopsis

January 14, 2014

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

Prepared by: Anthony Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Ordering the Vacation Abandonment (AB 13-02) of that certain section of alley south of and adjacent to 855 N. Olive, also known as Assessor's Parcel No. 042-024-051

2. DISCUSSION OF ISSUE:

This abandonment is a section of alley that is no longer needed for access nor utilities. This alley was previously not abandoned as it was outside the city limits. This portion of alley was later annexed into the City. The excess right of way will be abandoned to the adjacent property owner to the north and south of the alley.

3. BASIS FOR RECOMMENDATION:

A) Per the Municipal Code and the Streets and Highway Code, the City Council must approve all abandoning of public right-of-way.

B) The abandonment is a requirement to complete the above mentioned actions.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

CEQA §15303 Categorically Exempt

7. ALTERNATIVES:

A). Reject abandonment request. Staff does not recommend this alternative due to the fact that we feel this right-of-way is in excess and will not affect the public in any way.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ORDERING THE }
VACATION ABANDONMENT (AB 13-02) }
OF THAT CERTAIN SECTION OF ALLEY }
SOUTH OF AND ADJACENT TO 855 N. }
OLIVE, ALSO KNOWN AS ASSESSOR'S }
PARCEL NO. 042-024-051 }
_____ }

RESOLUTION NO. 2014-

WHEREAS, on December 10, 2013, the City Council of the City of Turlock duly adopted Resolution No. 2013-215 entitled "In the Matter of Declaring the Intention to Vacate That Certain Section of alley south of and adjacent to 855 N. Olive (AB 13-02) also known as Assessor's Parcel Number 042-024-051"; which described the area to be vacated and the date, time and place of hearing persons interested in or objection to said vacation; and

WHEREAS, affidavits of publication of the Resolution and of posting the notices of passage of the Resolution and the date, time and place of hearing have been received and are on file in the office of the City Engineer; and

WHEREAS, a hearing on the vacation has been held at the date and time for hearing set by the Resolution of Intent, or the date to which said hearing was postponed or continued, and the evidence has been heard and the matter duly considered by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby find from all the evidence submitted that the area as indicated on the attached exhibits are unnecessary for street purposes and hereby orders said area vacated.

BE IT FURTHER RESOLVED that this vacation is made under Division 9, Part 3, Sections 8300 through 8336 of the Streets and Highways Code.

BE IT FURTHER RESOLVED that from and after the date this Resolution is recorded the public right-of-way identified herein shall no longer constitute public right-of-way.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Site Map
for:
855 N. Olive

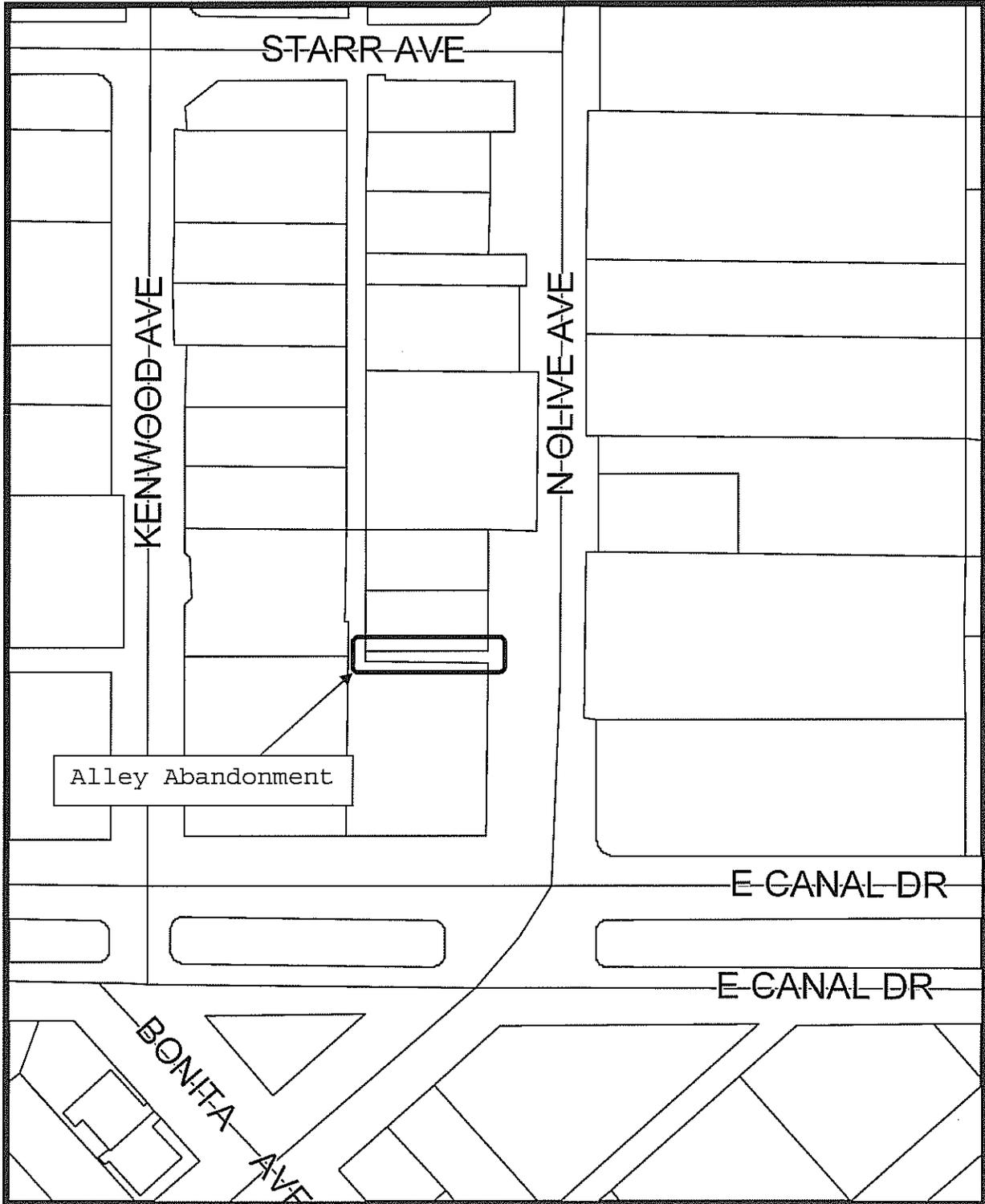


EXHIBIT 1

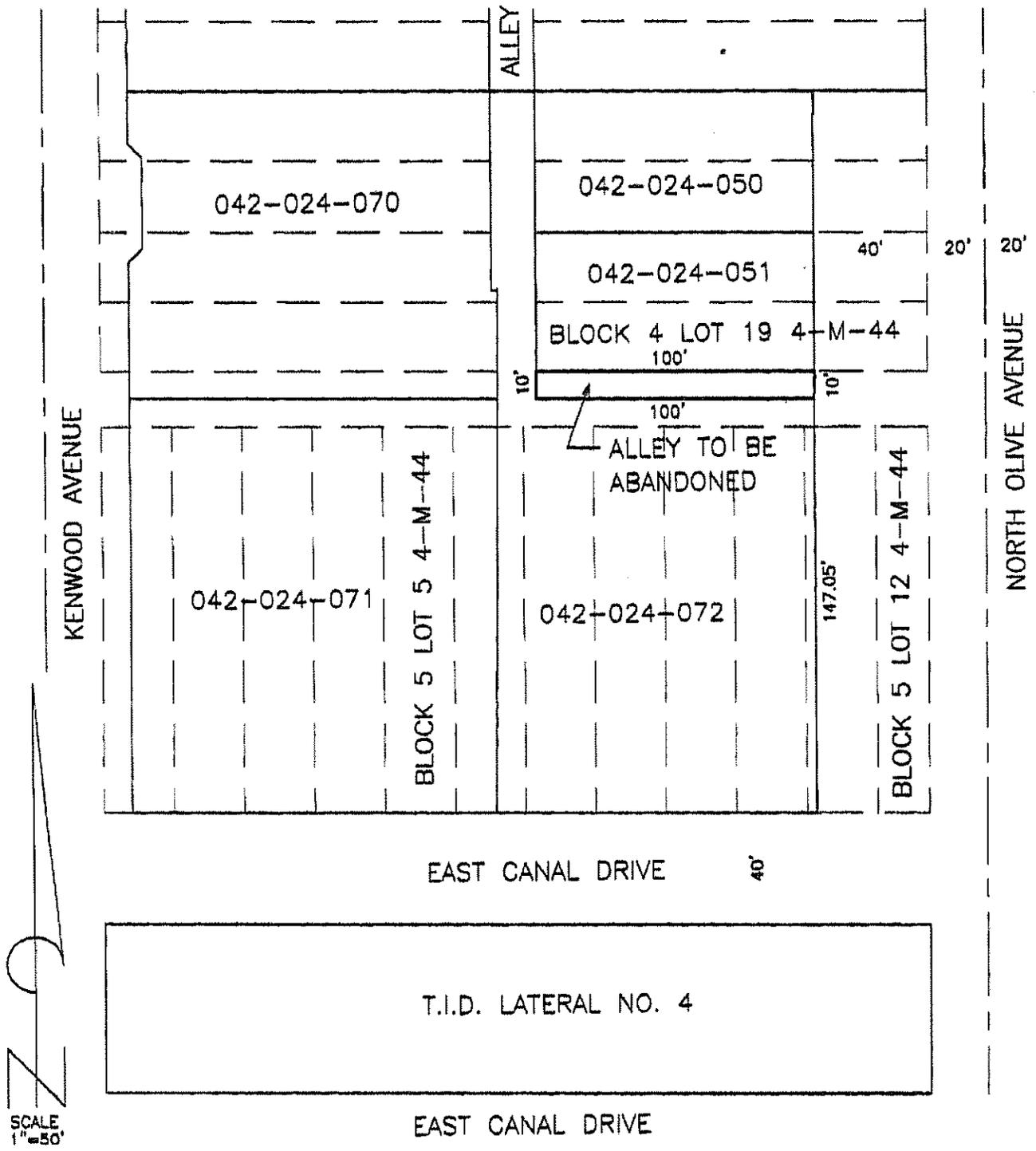


EXHIBIT 2
FOR ALLEY ABANDONMENT
855 N. OLIVE (AB 13-02)





Council Synopsis

55
January 14, 2014

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a Transportation Development Act (TDA) claim for Non-Transit expenses for Fiscal Year 2013-14 in the amount of \$896,568 and adjusting the projected Local Transportation Revenue in Fund 216 to current StanCOG estimates

2. DISCUSSION OF ISSUE:

Each year the City submits an application to Stanislaus Council of Governments (StanCOG) for State of California Transportation Development Act (TDA) Local Transportation Funding (LTF) funds which are derived from ¼ cent of the statewide 7.875% cent retail sales tax. This is one source of revenue for transit operations and provides a portion of the funding for "Non-Transit" (Streets and Roads, and Non-Motorized) activities following fully funding transit activities. The attached claim in the amount of \$896,568 is for supplemental apportioned LTF dollars available to the City of Turlock.

3. BASIS FOR RECOMMENDATION:

- A) A resolution is required with each TDA/LTF claim submittal in order to receive funds. LTF revenues for street purposes are available to claiming agencies after StanCOG completes payment on the transit claims.
- B) This funding will provide a source of some revenue for City improvements and maintenance of local streets and streetlights.

Strategic Plan Initiative: H. Community Programs, Facilities and Infrastructure

Goal(s): 1(A) Community Infrastructure

- v) Provide safe and well maintained street for the citizens of Turlock
- vi) Complete pedestrian/recreational and bicycle paths

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

	<u>Account Number</u>	<u>Amount</u>
LTF Streets	216/40-421-34105	\$845,170
Non-Motorized – 2% LTF	216/40-421-34106	\$51,398
Total (Non-Transit Claim FY 2013/14)		<u>\$896,568</u>

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

- A). The City Council could deny approval of the Transportation Development Claim (TDA) and passage of this resolution. City staff does not recommend this alternative, however, because these funds are one of the sources of revenue for local street maintenance costs. Other City funding sources would be required to meet the City street maintenance needs.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

**TRANSPORTATION DEVELOPMENT ACT
LOCAL TRANSPORTATION FUND
CLAIM FOR FISCAL YEAR 2013/14 OTHER PURPOSES**

TO: Stanislaus Council of Governments
1111 I Street, Suite 308
Modesto, CA 95354

FROM: Applicant: City of Turlock
Address: 156 S. Broadway, Suite 150
City: Turlock Zip: 95382
Contact Person: Mike Pitcock Phone: 668-5599 Ext 4430
E-mail Address: mpitcock@turlock.ca.us Fax: 668-5563

The City of Turlock hereby requests, in accordance with the Transportation Development Act and applicable rules and regulations, that its claim for other purposes be approved in the amount of \$ 896,568 for fiscal year 2013/14, to be drawn from the Local Transportation Fund.

When approved, please transmit this claim to the County Auditor for payment. Approval of the claim and payment by the County Auditor to this applicant is subject to such monies being on hand and available for distribution, and to the provisions that such monies will be used only in accordance with the terms contained in the approving resolution to the Stanislaus Council of Governments.

The claimant certifies that this Local Transportation Fund claim and the financial information contained therein is reasonable and accurate to the best of my knowledge and conforms with the requirements of the Transportation Development Act and applicable rules and regulations.

Submitted by: _____
Roy Wasden
Title: City Manager
Date: _____

StanCOG Board of Directors:

Date of approval: _____
Resolution #: _____

StanCOG Approving Authority
Vincent Canales, Jr., Finance Director

**LOCAL TRANSPORTATION FUND
CLAIM FOR OTHER PURPOSES
FY 2013/14**

TABLE 1

1.	Planning, Local --PUC 99262/99402	\$	-
2.	Transit *	\$	-
3.	Streets and Roads --PUC 99400 (a)	\$	845,170
4.	Nonmotorized - 2% LTF funds --PUC 99233.2/99234	\$	51,398
5.	Nonmotorized - Other LTF funds --PUC 99233.2/99234	\$	-
6.	TOTAL CLAIM	\$	896,568

<i>This table is to be filled out by StanCOG staff</i>	
City of Turlock	
Total LTF available to be claimed for other purposes:	
FY 2013/14 Nonmotorized apportionment	\$ 47,391
FY 2012/13 Nonmotorized supplemental	\$ 4,007
Total 2% Nonmotorized	\$ 51,398
FY 2013/14 Other Purposes apportionment	\$ 653,544
FY 2012/13 Other Purposes supplemental	\$ 191,626
Total Other Purposes	\$ 845,170
Total available to be claimed at this time	\$ 896,568

* If you have proposed transit expenditures, please fill in the appropriate PUC Code.

**NONMOTORIZED PROJECTS
FY 2013/14**

(Use additional forms if necessary)

**TABLE 2
BREAKDOWN BY PROJECT**

BRIEFLY DESCRIBE PROJECTS AND EXPENDITURES INCLUDED IN THE 3 YEAR PERIOD BELOW										
ID	PROJECT TITLE	MODE			FOR BIKE PROJECTS ONLY		2011/12 ACTUAL EXPENDITURES	2012/13 ESTIMATED EXPENDITURES	2013/14 CLAIM	ACTUAL / ESTIMATED EXPENDITURES FOR 3 YEAR PERIOD
		B I K E	P E D	P L A N	PROJECT IN StanCOG's BIKE PLAN *	PROJECT IN CITY/CO BIKE PLAN *				
1	Add Bicycle Routes	x			Yes	Yes	\$0.00	\$2,505.94	\$0.00	\$2,505.94
2	Sidewalk Extentions/ ADA Ramps		x				\$43,911.59	\$0.00	\$0.00	\$43,911.59
3	Restripe Class II Bike Lanes	x					\$0.00	\$0.00	\$0.00	\$0.00
4	Prepare Bycycle Action Plan	x					\$0.00	\$0.00	\$142,245.00	\$142,245.00
							\$0.00	\$0.00	\$0.00	\$0.00
TOTAL FUNDS APPROPRIATED TO PROJECTS							\$43,911.59	\$2,505.94	\$142,245.00	\$188,682.53

**TABLE 3
BREAKDOWN BY CATEGORY**

RECORD LTF FUNDS ONLY							
	% of Total Expenditures	2009/10 Actual	2010/11 Actual	2011/12 Actual	2012/13 Estimate	2013/14 Claim	5 Year Total
Bicycle facilities	29.63%	\$0.00	\$79,178.58	\$0.00	\$2,505.94	\$0.00	\$81,684.52
Pedestrian facilities	18.78%	\$7,865.00	\$0.00	\$43,911.59	\$0.00	\$0.00	\$51,776.59
Preparation of Bicycle Plan	51.59%	\$0.00	\$0.00	\$0.00	\$0.00	\$142,245.00	\$142,245.00
TOTAL AMOUNT OF BIKE/PED EXPENDITURES		\$7,865.00	\$79,178.58	\$43,911.59	\$2,505.94	\$142,245.00	\$275,706.11

DOES THIS CLAIM MEET THE MINIMUM 50% BICYCLE EXPENDITURE STANCOG PERFORMANCE STANDARD? **YES**
 StanCOG 50% bicycle expenditure requirement: The 5 year bicycle expenditures must be 50% or greater.

**TABLE 4
FUNDS HELD IN RESERVE AT JURISDICTION**

RECORD LTF FUNDS ONLY				
	2009/10	2010/11	2011/12	2012/13
Fiscal year beginning fund balance	\$55,669.47	\$50,997.04	\$42,740.15	\$43,083.98
Plus fiscal year 2% nonmotorized claim	\$2,915.00	\$70,636.00	\$44,193.00	\$50,159.00
Plus interest	\$277.92	\$285.69	\$62.42	\$109.79
Minus nonmotorized expenditures	(\$7,865.35)	(\$79,178.58)	(\$43,911.59)	(\$2,505.94)
Fiscal year ending fund balance	\$50,997.04	\$42,740.15	\$43,083.98	\$90,846.83

- | | |
|---|-----------|
| 1. Prior year(s) LTF carryover held by jurisdiction applied towards FY 2013/14 Nonmotorized claim (TABLE 4) | \$90,737 |
| 2. Interest earned on previously paid LTF funds held by jurisdiction (required by State law) (TABLE 4) | \$110 |
| 3. FY 2013/14 Nonmotorized 2% funds applied towards FY 2013/14 projects (must match Page 2, Line 4) | \$51,398 |
| 4. FY 2013/14 Other LTF funds applied towards Nonmotorized claim (must match Page 2, Line 5) | \$0 |
| 5. FY 2013/14 Nonmotorized 2% funds to be held at StanCOG | \$0 |
| 6. Total of lines #1 through #5 above | \$142,245 |

SEE PAGE 3b FOR NONMOTORIZED REGULATIONS/POLICIES AND NOTES

NONMOTORIZED PROJECTS
FY 2013/14
(Continued)

NONMOTORIZED REGULATION/POLICY REMINDERS:

- A. State law allows a jurisdiction to use LTF to update a Bicycle Action Plan once every five years (PUC 99234(h)).
- B. State law allows a jurisdiction to use up to 20% of the amount available each year to restripe Class II bicycle lanes (PUC 99234(h)).
- C. State law allows a jurisdiction to use up to 5% of the amount available each year to supplement moneys from other sources to fund bicycle safety education programs, but the funds shall not be used to fully fund the salary of any one person (PUC 99233.3).
- D. All funds must be spent within five years of receipt. Over the five-year period shown in Table 3, at least 50% of funds must be spent for bicycle purposes. StanCOG will not allocate funds to any jurisdiction which is in violation of these policies.

NOTES:

- * By StanCOG policy, all bike projects must appear in either StanCOG's Bicycle Action Plan, or in a City or County bicycle plan, to be eligible for LTF funding.
- ** Beginning with FY 2003/04, nonmotorized funds will only be allocated by StanCOG for specific projects. If no project is identified, funds will be held in reserve at StanCOG for eventual use by that jurisdiction.

ANNUAL PROJECT AND FINANCIAL PLAN
PROJECTS FOR OTHER PURPOSES
FY 2013/14

(Use additional forms as necessary)

TABLE 5

Briefly describe all proposed projects and indicate proposed project expenditures					
Project Title & Brief Description	Will this Project add new travel lanes? Yes or No	Will this Project use Federal Funds? Yes or No	Is this Project consistent with the RTP Yes or No	Total Project Cost	LTF Funds Utilized
Federal Projects	No	Yes	Yes	\$ 5,020,929	\$ 360,275
Street Maintenance and Contract Services	No	No	Yes	\$ 1,246,866	\$ -
Street Utilities, Lighting etc.	No	No	Yes	\$ 400,000	\$ 400,000
Traffic Signal Maintenance & Contract Services	No	No	Yes	\$ 300,000	\$ 300,000
Slurry Seals & Local Street Rehab	No	No	Yes	\$ 750,000	\$ 200,000
LED Light Replacement annual loan payment	No	No	Yes	\$ 34,100	\$ 34,100
TOTAL				7,751,895.00	1,294,375.00

1. LTF carryover applied towards FY 2013/14 Other Purposes	449,205.00
2. Interest earned on LTF carryover (required by State law)	-
3. FY 2013/14 apportionment applied towards FY 2013/14 Other Purposes	845,170.00
4. Total of Lines 1, 2 and 3 above	1,294,375.00

STANISLAUS COUNCIL OF GOVERNMENTS

RESOLUTION 13-01

**RESOLUTION APPROVING THE FY 2012/13
LOCAL TRANSPORTATION FUND SUPPLEMENTAL APPORTIONMENT**

WHEREAS, the Stanislaus Council of Governments (StanCOG) is a Regional Transportation Planning Agency (RTPA) and a Metropolitan Planning Organization, pursuant to State and Federal designation; and

WHEREAS, the Stanislaus Council of Governments (StanCOG), as the RTPA, is responsible for administering the Transportation Development Act, including the apportionment and allocation of the Local Transportation Fund (LTF); and

WHEREAS, StanCOG approved an LTF finding of apportionment for FY 2012/13 of \$16,700,000; and

WHEREAS, LTF funds of \$18,251,366 were received for FY 2012/13; and

WHEREAS, the excess LTF funds of \$1,551,366 are available for a supplemental apportionment.

NOW, THEREFORE, BE IT RESOLVED, that based on the Rules and Regulations governing the Local Transportation Fund, the Stanislaus Council of Governments approves the FY 2012/13 Local Transportation Fund supplemental apportionment as shown in Attachment 3 to this Resolution.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Executive Director, or his designee, is authorized to issue an allocation instruction to the County Auditor and issue disbursement instructions to honor claimant invoices as funds become available.

The foregoing Resolution was introduced at a regular meeting of the Stanislaus Council of Governments, on the 21st day of August, 2013. A motion was made and seconded to adopt the foregoing Resolution. Motion carried and the Resolution was adopted.

MEETING DATE: August 21, 2013


LUIS I. MOLINA, CHAIR

ATTEST:


CARLOS P. YAMZON, EXECUTIVE DIRECTOR

Attachment

**STANISLAUS COUNCIL OF GOVERNMENTS
 FY 2012/13 LOCAL TRANSPORTATION FUND (LTF)
 SUPPLEMENTAL APPORTIONMENT
 AUGUST 21, 2013**

SUMMARY OF LTF SUPPLEMENTAL APPORTIONMENT

Jurisdiction	StanCOG Planning & Programming	2% Nonmotorized	Other Purposes	Total 8/21/13 Supplemental Apportionment
Ceres	\$0	\$2,655	\$126,513	\$129,168
County	0	6,444	466,718	473,162
Hughson	0	390	26,976	27,366
Modesto	0	11,760	400,494	412,254
Newman	0	611	30,755	31,366
Oakdale	0	1,212	65,269	66,481
Patterson	0	1,195	58,336	59,531
Riverbank	0	1,328	66,003	67,331
Turlock	0	4,007	191,626	195,633
Waterford	0	494	42,039	42,533
StanCOG	46,541	0	0	46,541
Total	\$46,541	\$30,096	\$1,474,729	\$1,551,366

v:\stancog\staff\whitehead, robin\trancost\12-13\2012-13 Supplemental Summary

7/1/13

**STANISLAUS COUNCIL OF GOVERNMENTS
RESOLUTION 12-42
A RESOLUTION APPROVING THE TRANSPORTATION DEVELOPMENT ACT
APPORTIONMENTS FOR FY 2013/14 FOR TRANSIT AND OTHER PURPOSES**

WHEREAS, the Stanislaus Council of Governments (StanCOG) is the designated Regional Transportation Planning Agency (RTPA), the designated Metropolitan Planning Organization (MPO), and the designated Council of Governments for Stanislaus County; and

WHEREAS, StanCOG has been designated as the Regional Transportation Planning Agency with the responsibility to administer the Transportation Development Act (TDA), including the apportionment and allocation of the Local Transportation Fund (LTF) and the State Transit Assistance (STA) Fund; and

WHEREAS, on February 20, 2013, the StanCOG Policy Board approved STA apportionments totaling \$2,909,997 for FY 2013/14, plus the LTF needed for TDA administration and transportation planning, along with 2% by jurisdiction for Nonmotorized (bicycle and pedestrian) purposes; and

WHEREAS, the Transit Cost Sharing Committee recommended that LTF in the amount of \$12,506,378 is needed for transit in FY 2013/14, leaving a balance of \$4,898,422 available to be apportioned for Other purposes.

NOW THEREFORE, BE IT RESOLVED that based on the Rules and Regulations governing the Transportation Development Act funds, including StanCOG's approved Transit Cost Sharing Procedures, the Stanislaus Council of Governments hereby approves the apportionments for Local Transportation Funds for transit and Other purposes as outlined in Attachment 2.

The foregoing Resolution was introduced at a regular meeting of the Stanislaus Council of Governments, on the 19th day of June 2013. A motion was made and seconded to adopt the foregoing Resolution. Motion carried and Resolution adopted.

MEETING DATE: June 19, 2013

ATTEST:



CARLOS P. YAMZON, EXECUTIVE DIRECTOR



CHARLIE GOEKEN, CHAIR

Attachment

**STANISLAUS COUNCIL OF GOVERNMENTS
TRANSPORTATION DEVELOPMENT ACT (TDA) APPORTIONMENTS
FY 2013/14
AS PROPOSED FOR POLICY BOARD ADOPTION ON JUNE 19, 2013**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6	COLUMN 7	COLUMN 8	COLUMN 9	
Claimant	TDA Admin NOTE 1	Transp. Planning NOTE 1	Bike/Ped NOTE 1	Transit	Regional Transit Projects	Other Purposes	Total LTF	Total STA NOTE 2	Total TDA
StanCOG	185,000	555,000			36,000		776,000		776,000
CTSA				288,000			288,000		288,000
Ceres			31,325	1,139,854		431,996	1,603,175		1,603,175
County			75,985	6,528,796		1,422,253	8,027,034	22,473	8,049,507
Hughson			4,645			82,205	86,850		86,850
Modesto			138,739	4,407,459		1,473,052	6,019,250	2,879,266	8,898,516
Newman			7,219			99,553	106,772		106,772
Oakdale			14,310			197,344	211,654		211,654
Patterson			14,096			194,396	208,492		208,492
Riverbank			15,661			215,970	231,631		231,631
Turlock			47,391	106,269		653,544	807,204	8,258	815,462
Waterford			5,829			128,109	133,938		133,938
Total	185,000	555,000	355,200	12,470,378	36,000	4,898,422	18,500,000	2,909,997	21,409,997

FY 2012/13 LTF Estimate 18,500,000
0

NOTE 1: Approved by the Policy Board on 2/20/13 (STA corrected on 3/20/13)

NOTE 2: The State Transit Assistance (STA) apportionment breakdown was corrected by the Policy Board on 3/20/13



Council Synopsis

January 14, 2014

5K

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 Amendment No. 1 to the agreement between the City of Turlock and Transit Capital Support Services for Federal Transit Administration and California Department of Transportation Financial Status Reports and Milestone Status Reports to increase the initial term, in an amount not to exceed \$181,644

2. DISCUSSION OF ISSUE:

The 2000 & 2010 Federal Census included the City of Turlock and Denair in Stanislaus County, as well as Delhi and Livingston in Merced County, as the "Turlock Urbanized Area" with a population of 99,904. This qualifies the Turlock Area as a "Small Urbanized Area" between 50,000 to 200,000 for FTA Section 5307 funds. Because the Census Bureau has included the Merced County communities of Delhi and Livingston in the Turlock Urbanized Area, Merced County is entitled to portions of the Turlock Urbanized Area funds. Stanislaus Council of Governments (StanCOG) has an approved agreement between the FTA, Caltrans Mass Transit, and Merced Council of Governments regarding the distribution of transit funds.

Allocation of funds is divided among the urbanized areas based on population and population density figures. The federal share will not exceed 80 percent of the net project cost for most capital items. Local matching funds for these federal funds would come from bus fare revenue and/or Transportation Development Act (TDA) transit funds.

The total estimated federal funding for Turlock is approximately \$1,000,000 per year in additional revenue for Turlock transit purposes.

Along with this federal funding comes a tremendous amount of detailed accounting, oversight, and reporting. City staff does not have the expertise, experience nor manpower to handle the requirements for this §5307 funding in a timely fashion. Therefore, the City contracted with Transit Capital Support

Services, a firm that is capable of handling these requirements and has demonstrated this capability through previous City contracts. The firm is based in Atlanta, Georgia, and completes 99 percent of their work with the FTA and Caltrans using web-based formats, e-mails, telephone conversations and the USPS, among other communication tools.

Exhibit "A" Scope of Services attached lists the work items expected from Transit Capital Support Services including Financial Status Reports and Milestone Status Reports. The initial agreement term was one-year; thus, one year of funding at a rate of \$60,548 was identified. Staff is recommending an increase in the initial agreement term to three-years, with a three-year maximum compensation to match. Funds would be derived from the FTA 5307 and Transit Local Transportation Funds, both budgeted lines.

3. BASIS FOR RECOMMENDATION:

A) Having contracted with this firm for the past several years, Transit Capital Support Services has been fully able to expedite the City's FTA grant claim process and has successfully completed Turlock's required FTA grant and service data reporting in a timely manner.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

Goal(s): 1b Identify smart revenue opportunities included but not limited to grants and outside funding sources.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

The annual funds required for this item, identified at \$60,548 per year, are included in the FY 2013/14 budget at Fund 426-40.415.43267. Subsequent years funding will also be budgeted at the same level in the same budget line. The total maximum compensation over the three-year period shall not exceed \$181,644.00.

Budget Amendment None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Not approve an amendment with Transit Capital Support Services and require the city staff to prepare the required documents with the FTA. This is not recommended because of the detailed volume of regulations and paperwork required by the Federal Transit Administration. If not completed correctly and submitted to the FTA in their format, mistakes and delays could jeopardize the FTA funding available to the City of Turlock.



AMENDMENT NO. 1
to
Agreement for Special Services
Between
CITY OF TURLOCK
and
TRANSIT CAPITAL SUPPORT SERVICES
for
Federal Transit Administration and California Department of Transportation
Project Funding and Reporting Requirements

THIS AMENDMENT, dated January 14, 2014, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **TRANSIT CAPITAL SUPPORT SERVICES**, a professional transit services firm (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated October 23, 2012, whereby CONTRACTOR will perform Federal Transit Administration and California Department of Transportation Project Funding and Reporting services (hereinafter the "Agreement").

NOW, THEREFORE, the parties hereto mutually agree to amend said Agreement as follows:

1. Paragraph 4 of the Agreement is amended to read as follows:

"4. COMPENSATION: CITY agrees to pay CONTRACTOR additional compensation in the amount of One Hundred Twenty-One Thousand Ninety-Six and No/100^{ths} Dollars (\$121,096.00) in accordance with Exhibit A attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement and this Amendment No. 1 shall not exceed One Hundred Eighty-One Thousand Six Hundred Forty-Four and No/100^{ths} Dollars (\$181,644.00). Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement and this Amendment No. 1."

2. Paragraph 5 of the Agreement is amended to read as follows:

"5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect beginning November 1, 2012, and ending October 31, 2015, subject to CITY's availability of funds."

OK for Agenda

3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK

By: _____
Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

TRANSIT CAPITAL SUPPORT SERVICES

By: _____

Print Name: William Powell

Title: Principal Manager

Date: _____

EXHIBIT A

Compensation and Method of Payment

I. Compensation:
In no event will the total compensation and reimbursement, if any, to be paid to the Consultant under this contract exceed the sum of Sixty thousand five hundred forty-eight dollars (\$60,548).

II. The Consultant invoices for payment will detail charges to be applied to each City Sub-element. In no event will charges applied to each sub-element exceed the maximum amounts listed below:

III. Quarterly Fixed-fee Payments:

City Sub-Element	Product Deliverables	Maximum Amount
A-1	Four (4) Grant applications	\$13,078
B-2	Four (4) Grant amendments/revisions	4,374
C-3	National Transit Database report	14,348
D-4	Twenty (20) Financial Status reports	12,500
E-5	Twenty (20) Milestone Progress reports	9,500
F-6	Twelve (12) Consultant Status Reports	2,600
G-7	Triennial Review Preparation/Meeting	2,550
H-8	<u>Funding Research and Program Admin</u>	<u>1,598</u>
	Total Project Cost	<u>\$60,548</u>
	Quarterly Payment to Consultant	\$15,137

IV. Method of Payments:

A. Quarterly Payments:

The Consultant shall be entitled to receive payments on the following basis:
The City will pay the Consultant the amount or amounts set forth in the paragraph above, which shall constitute full and complete compensation for the Consultant's services hereunder. Such sum shall be paid in the following manner, in every case, subject to receipt of an invoice for payment from the Consultant specifying that the work has been performed under this contract in conformance with the Contract and that the Consultant is entitled to receive the amount requisitioned under the terms of the Contract.

Compensation and Method of Payment

B. Payment terms:

The Consultant shall submit the quarterly invoice by the 15th of December, March, June, and September. The City agrees to payment of invoiced amount by the 15th of January, April, July, and October.

Upon the basis of its audit and review of such invoices and approval of the monthly reports, the City will make payments to the Consultant as specified hereinabove.

C. Final payment

Final Payment shall only be made upon determination by City that all requirements hereunder have been completed. Upon such determination and upon City's receipt of a final invoice, City shall pay all compensation due to the Consultant, less the total of all previous payments made.

Consultant's final invoice and final narrative progress report must be received by City no later than ten days after the project completion date specified in the Contract. City may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.



Council Synopsis

5L

January 14, 2014

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

Maryn Pitt, Assistant to the City Manager
for Housing and Economic Development

Prepared by: Maryn Pitt, Assistant to the City Manager
for Housing and Economic Development

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the submission of an application to the State of California Housing and Community Development for Housing Related Parks Grant and authorizing the City Manager to sign all grant related documents

Resolution: Describing the basis of conformity between the Turlock General Plan and the San Joaquin Valley Blueprint

2. DISCUSSION OF ISSUE:

On March 30, 2012, the City submitted a grant application to the State Department of Housing and Community Development for the Housing-Related Parks (HRP) Program. HCD has allowed the City of Fremont to submit its application and follow up with the City Council Resolution formally authorizing the application. This incentive grant program, totaling \$25 million in available funding for calendar year 2011 housing start activity, is designed to encourage cities and counties to develop new residential housing by rewarding those that approve housing affordable to lower income households and are in compliance with the State housing element law. The HRP Program is funded through Proposition 1C and awards funds on a per-bedroom basis for each residential unit affordable to very low and low income households with documented housing starts during the program year. Grant funds may be used to construct, rehabilitate or acquire capital assets for parks and recreation projects that benefit the community and add to the quality of life for its residents.

The HRP application is due January 22, 2014. Funds will be available once the apartments are documented to be complete (anticipated in spring of 2014) and funds must be spent by June 30, 2016. Staff has selected an existing city owned parcel on Montana Avenue for the development of a new 4.7 acre community park for use of the grant funds, if the City receives the HRP grant.

3. BASIS FOR RECOMMENDATION:

The HRP program is noncompetitive. There is no maximum award; however, if eligibility for funds exceeds the amount of funding available in any round, HCD may reduce all grants proportionally. In the event the Program is undersubscribed, any unused funds will roll over to the next program year. The four threshold requirements for grant consideration are as follows: (1) Housing Element compliance by December 31, 2011; (2) submittal of Annual Progress Reports on Housing Element for 2010, 2011 and 2012; (3) documented housing starts for HRP Program purposes evidenced by completed foundation inspections during calendar year 2011, 2012 and 2013; and (4) meeting minimum grant amount of \$75,000, including any bonus awards for qualifying housing units. The City of Turlock meets all the threshold requirements.

Funds will be awarded on a per-bedroom basis. The base grant award is \$500 per-bedroom affordable to low income households and \$750 per bedroom affordable to very-low income households.

Based on the number of qualifying units and documented bonus award eligibility, eligible applicants may receive up to \$1,100 per bedroom in qualifying low income units, and up to \$1,625 per bedroom in qualifying very low income units.

For 2013 affordable housing activity, the City is eligible to apply for a grant of approximately \$440,000. The Avena Bella project in addition to the four unit rehabilitation on Alpha Road meets the project eligibility requirements for the program year. Avena Bella has 79 qualifying affordable apartments with a total of 187 bedrooms for extremely-low income households and very low income households.

G. POLICY INITIATIVE –SOCIAL INFRASTRUCTURE - HOUSING RESOURCES:

1) GOALS:

- b. Address housing concerns:
 - i) Older neighborhoods rehabilitation
 - ii) Homeless issues
 - iii) Year round homeless shelter and day center
 - iv) Develop transitional housing
 - v) Construction of affordable housing and mixed use developments
 - vi) Develop senior housing
 - vii) Transit oriented housing
 - viii) Seek out new grant and funding opportunities

4. FISCAL IMPACT / BUDGET AMENDMENT:

If the grant is approved, the City will receive grant funding for a new Montana Community Park project. The grant funds can be used to begin the improvements to create a new community park.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None.

7. ALTERNATIVES:

To apply for and receive grant funds, a resolution is required.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE } RESOLUTION NO. 2014-
SUBMISSION OF AN APPLICATION TO }
THE STATE OF CALIFORNIA HOUSING }
AND COMMUNITY DEVELOPMENT FOR }
HOUSING RELATED PARKS GRANT AND }
AUTHORIZING THE CITY MANAGER TO }
SIGN ALL GRANT RELATED DOCUMENTS }
_____ }

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated October 2, 2013 (NOFA), under its Housing-Related Parks (HRP) Program; and

WHEREAS, the City of Turlock desires to apply for a HRP Program grant and submit the 2013 Designated Program Year Application Package released by the Department for the HRP Program; and

WHEREAS, the Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Turlock does hereby declare that the City of Turlock is hereby authorized and directed to apply for and submit to the Department the HRP Program Application Package released October 2013 for the 2013 Designated Program Year. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement), and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents"); and

Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package; and

That Roy W. Wasden, City Manager is authorized to execute in the name of the City of Turlock the HRP Program Application Package and the HRP Grant Documents as required by the Department for participation in the HRP Program.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF DESCRIBING THE }
BASIS OF CONFORMITY BETWEEN THE }
TURLOCK GENERAL PLAN AND THE SAN }
JOAQUIN VALLEY BLUEPRINT }
_____ }**

RESOLUTION NO. 2014-

WHEREAS, Blueprints are being developed around the State of California by Metropolitan Planning Organizations to plan for the population growth that is anticipated in California over the next 40+ years by integrating land use, transportation and resource planning on a regional level; and

WHEREAS, the City of Turlock is located in Stanislaus County and within the boundary of the Stanislaus Council of Governments, that serves as the Council of Governments and Metropolitan Planning Organization for the Stanislaus region; and

WHEREAS, the City of Turlock is a member of the Smart Valley Places and the Stanislaus Regional Toolbox projects funded by federal and State Sustainable Communities Planning Grant funds which are designed to promote smart growth planning within the San Joaquin Valley and Stanislaus Region; and

WHEREAS, the new General Plan adopted by the Turlock City Council was one of the planning projects funded by the federal Sustainable Communities Planning grant; and

WHEREAS, on March 20, 2009, the San Joaquin Valley Blueprint adopted by the San Joaquin Valley Regional Policy Council representing the eight Metropolitan Planning Organizations in the San Joaquin Valley Air Basin, including the Stanislaus region; and

WHEREAS, the preferred scenario adopted by the San Joaquin Valley Regional Policy Council calls for cities and counties in the Stanislaus region to increase housing densities from 3.8 units/acre to 5.6 units/acre (a 47% increase in housing density) and adopt the smart growth principles contained within the San Joaquin Valley Blueprint; and

WHEREAS, on September 25, 2012, the Turlock City Council adopted a new General Plan that incorporates the smart growth principles contained within the San Joaquin Valley Blueprint in Chapter 1 (Introduction: Regional Efforts) and the HUD-EPA-DOT Livability Principles, and calls for the development of new growth areas at an average housing density of 8.5 units/acre compared with historical rates of 4.6 units/acre (an 85% increase in housing density) in Chapters 2 (Figure 2-3 Land Use Diagram) and 3 (New Growth Areas and Infrastructure).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby declare that the Turlock General Plan conforms to the San Joaquin Valley Blueprint by implementing more compact housing development in new growth areas, increasing housing densities throughout the general plan area, and adopting the smart growth principles contained with the adopted San Joaquin Valley Blueprint and the HUD-EPA-DOT Livability Principles.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2014, by the following votes:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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



Council Synopsis

January 14, 2014

5M

From: Maryn Pitt, Assistant to the City Manager
for Housing and Economic Development

Prepared by: Maria Ramos, Community Housing Program Services Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Amending the existing policies, procedures and standards for administering the Residential Rehabilitation Program by the City of Turlock for the CalHOME funding source

Resolution: Amending the existing policies, procedures and standards for administering the First Time Home Buyer Program by the City of Turlock for the CalHOME funding source

2. DISCUSSION OF ISSUE:

The funding sources that the City of Turlock receives from the United States Department of Housing and Urban Development (HUD) and State of California Housing and Community Development (HCD) require that policies and procedures be adopted by a resolution to administer the program. At the November 9, 2010 Council meeting, a revision of the First Time Home Buyer program policies and procedures was submitted and approved for all funding sources.

Changes and amendments are allowable under the federal HUD and State HCD guidelines, but must be adopted by a resolution of the legislative body of the local jurisdiction. Specifically, the current proposed changes to both the First Time Home Buyers (FTHB) and Residential Rehabilitation programs are to address issues associated with the requirements of the 2012 Cal Home grant.

Currently the FTHB program provides down payment assistance of up to 40% of the sales price or \$50,000 whichever is less. The Cal HOME program would allow the assistance be increased to \$60,000 when the home that is being purchased does not meet basic Housing Quality Standards (HQS). This amendment will allow portions of the funds to be used to make the necessary repairs in order to meet HQS.

HUD and HCD requirements state that for down payment assistance the home must meet Federal Health and Safety and State basic Housing Quality Standards. This policy change would permit the potential homeowner to purchase a home that would not otherwise meet the standards. Staff would have

one year to bring the home into compliance with the Federal and State standards.

The FTHB program is designed to seek new and creative ways to make home ownership a reality for income eligible households. Further, the program is a partnership between the City of Turlock, the State and Federal Governments and local lending institutions to help make stable long term home ownership a reality and expand the availability of affordable housing to income eligible families in Turlock.

In general, the Residential Rehabilitation program is designed to provide loans and grants for income eligible households to assist in the repair and maintenance of their homes. Further, the program is a partnership between the City of Turlock, State and Federal Governments, homeowners and home investors to help maintain the availability of affordable housing to income eligible families in Turlock.

3. BASIS FOR RECOMMENDATION:

- A. The current policies and procedures did not take into account the changing real estate market and housing conditions.
- B. Updated Policies and Procedures for all funding sources are required by the United States Department of Housing and Urban Development and State of California Housing and Community Development to administer the various housing programs.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No impact on the current budget. These activities are budgeted under account numbers;

255-41-485-47210_003

255-41-485-47210_004

255-41-485-47210_005

256-41-486-47225_001

256-41-486-47225_002, and

257-41-488-47230_002

No General Fund dollars are used for the First Time Home Buyers or the Residential Rehabilitation program.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

The Residential Rehabilitation program, loans, grants and administrative authority are categorically excluded under NEPA (National Environmental Protection Act) as prescribed by HUD.

7. ALTERNATIVES:

City Council could choose not to authorize the recommended changes. This alternative is not recommended as this minor change is needed to keep the program current with economic conditions and bidding climate and make the program not only competitive, but also allow the program to meet its performance goals that have been outlined to HUD in the City's Annual Action Plan.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE }
EXISTING POLICIES, PROCEDURES AND }
STANDARDS FOR ADMINISTERING THE }
RESIDENTIAL REHABILITATION }
PROGRAM BY THE CITY OF TURLOCK }
FOR THE CALHOME FUNDING SOURCE }
_____ }

RESOLUTION NO. 2014-

WHEREAS, the funding sources that the City of Turlock receives from the Department of Housing and Urban Development (HUD) and State of California Housing and Community Development (HCD) require that policies and procedures be adopted by a resolution to administer the program; and

WHEREAS, the proposed changes to both the First Time Home Buyers (FTHB) and Residential Rehabilitation programs are to address issues associated with the requirements of the 2012 Cal Home grant; and

WHEREAS, the HUD and HCD requirements state that the home must meet Health and Safety and basic Housing Quality Standards; and

WHEREAS, this amendment would permit potential homeowners to purchase a home that would not otherwise meet the HUD and HCD standards; and

WHEREAS, staff would have one (1) year to complete work that deals with Health and Safety standards.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby:

1. Authorize the amendment to the existing policies, procedures and standards for administering the residential Rehabilitation Program.
2. Authorize the amendment to the City of Turlock residential Rehabilitation Program allowing homeowners to purchase properties that do not meet basic Housing Quality Standards when using CalHOME funds.
3. Adopt the amendments to the Residential Rehabilitation Program Policies and Procedures as Attachment A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2014 by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

ATTACHMENT A

The Rehabilitation Policies and Procedures program will remain the same with the exception of changes made to include the CalHOME program. The following are highlights of the changes that will be made to the program if approved.

The CalHOME Secondary Financing with Rehabilitation Program Loan is designed to assist new homeowners purchase a property that would, under the existing Secondary Financing Program, not pass basic housing quality standards. This program is only eligible for participants who are receiving CalHOME Secondary Financing with assistance. For CalHOME participant eligibility see the First Time Homebuyer Secondary Financing Program (FTHB) Policies and Procedures. This section refers to the Rehabilitation component of the loan only. Section 8 has been added to meet the requirements for the CalHOME program. Additions to the program include the following;

- Eligible properties will be rehabilitated to correct all required health and safety hazards and existing damage in order to meet basic housing quality standards.
- All work must be completed within 1 year of purchase date.
- Work to be completed to meet basic housing quality standards will be approved at time of approval for First Time Home Buyer loan.
- Under the CalHome Secondary Financing with Rehabilitation Program CLTV limits shall not exceed 105%.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE }
EXISTING POLICIES, PROCEDURES }
AND STANDARDS FOR ADMINISTERING }
THE FIRST TIME HOME BUYER PROGRAM }
BY THE CITY OF TURLOCK FOR THE }
CALHOME FUNDING SOURCE }

RESOLUTION NO. 2014-

WHEREAS, the funding sources that the City of Turlock receives from the United States Department of Housing and Urban Development (HUD) and the State of California Housing and Community Development (HCD) require that policies and procedures be adopted by a resolution to administer the program; and

WHEREAS, the proposed changes to both the First Time Home Buyers (FTHB) and Residential Rehabilitation programs are to address issues associated with the requirements of the 2012 CalHome grant; and

WHEREAS, the FTHB program currently provides down payment assistance of up to 40% of the sales price or \$50,000, whichever is less; and

WHEREAS, the amendment to the First Time Home Buyer program, when using the CalHOME funds, would allow the assistance to be increased to \$60,000 when a home that is being purchased does not meet the basic Housing Quality Standards (HQS) and will be using portions of the funds to make the necessary repairs in order to meet HQS.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby:

- 1. Authorize the amendments to the existing policies, procedures and standards for administering the First Time Home Buyer Program; and
- 2. Authorize the amendment to the City of Turlock First Time Home Buyer program allowing the increase of down payment assistance of up to \$60,000 when using CalHOME funds for properties that do not meet basic Housing Quality Standards as identified in Attachment B.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

ATTACHMENT B

The First Time Home Buyer Policies and Procedures program will remain the same with the exception of changes made to the CalHOME secondary financing program. The following are highlights of the changes that will be made to the program if approved.

- Funds may be used for the acquisition and acquisition/rehabilitation of a home.
- If no census tract requirements, property must be located within the City limits excluding county pockets.
- Maximum Sales Price value limits- If CalHOME funds are used for the acquisition and rehabilitation the amount may not exceed 105% of the combined loan to value.
- Property must meet or exceed HUD's Housing Quality Standards (HQS) prior to close of escrow. The only exception is when a CalHOME Secondary Financing with Rehabilitation Program loan will occur.
 - In the event that the home does not meet the requirements as described above and CalHOME funds are used as secondary financing, the home may be eligible under the following conditions;
 - a. Funds must be used for both acquisition and rehabilitation. Funds may not be used for only rehabilitation
 - b. Combined Secondary Financing and Rehabilitation loan cannot exceed 105% CLTV.
 - c. Rehabilitation Specialist will provide list of repairs
 - c. Work must start no later than 30 days after purchase.
 - d. Work must be completed within six months after home purchase.
 - e. Must be done by a California licensed contractor
 - f. Work is allowable to the extent that it replaces or repairs items necessary to make a property habitable and usable.
- Loan limits can be increased to \$60,000 only when used for both acquisition and rehabilitation under the CalHOME program.



Council Synopsis

5 N
January 14, 2014

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez / Presented by: Michael Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement with Univar USA, Inc., of Kent, Washington, for the purchase of Sodium Bisulfite for a period of twenty-four (24) months, in an amount not to exceed \$185,987 annually, for a total contract amount of \$371,974

2. DISCUSSION OF ISSUE:

Staff is recommending an authorization to award said Contract No. 13-108 with Univar USA, Inc., meeting all specifications and the lowest responsive and responsible bidder. Sodium bisulfite is essential for the daily operations by dechlorinating the facility effluent prior to discharge to the San Joaquin River.

Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-09 (c) (5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

The Purchasing Office issued a formal bid for sodium bisulfite on Request for Bid (RFB) 13-276. Six (6) vendors were solicited. Four (4) vendors submitted bids, including one local vendor within the City limits. Purchasing evaluated the bids. Award bid recap is shown below:

(Based on 2,000 Gallons Annually)

1)	Univar USA, Inc. Kent, WA	\$0.786 per gallon	Annual total: \$185,987
2)	Brenntag Pacific, Inc Santa Fe Springs, CA	\$0.99 per gallon	Annual total: \$235,354
3)	Chemurgic Agricultural Turlock, CA	\$0.88 per gallon	Annual total: \$208,362
4)	Sierra Chemical Sparks, NV	\$1.05 per gallon	Annual total: \$247,430

No bids were received from the following vendors:

- 1) Nalco Company of Spokane, WA
- 2) Zalreich Chemical of Fall River Mills, CA

3. BASIS FOR RECOMMENDATION:

Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-09 (c) (5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder. The City Council may, in its discretion, grant qualified local vendors a bidding preference of three (3%) percent not to exceed a limit of Three Thousand Dollars. For purposes of this section, a qualified local vendor is defined as any individual, partnership, or corporation which regularly maintains a place of business and an inventory of merchandise for sale within the corporate limits of the City and has obtained a business license issued by the City of Turlock. However, providing for local vendor preference does not change the outcome of the bids.

City staff recommendation is to award contract to the lowest responsive bidder meeting all specifications and requirements to Univar USA, Inc. of Kent, WA for a period of 24 months, in the amount not to exceed \$185,987 annually for a total contract amount of \$371,974.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted in account number: 410-51-530.44005_009 Sodium Bisulfite

Fiscal impact to above account number: \$185,987

There is no impact to the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Do not approve agreement. This would create non-compliance with the City's discharge permit and NPDES regulations.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
UNIVAR USA, INC.
for
SODIUM BISULFITE

CONTRACT NO. 13-108

THIS AGREEMENT is made this 14th day of January, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **UNIVAR USA, INC.**, a Washington Corporation, hereinafter referred to as "SUPPLIER."

WITNESSETH:

WHEREAS, CITY has a need for sodium bisulfite for Turlock Regional Water Quality Control Facility (TRWQCF); and

WHEREAS, SUPPLIER 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: SUPPLIER 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 attached hereto as Section 1. SUPPLIER shall provide Services that are acceptable to CITY.

2. PERSONNEL AND EQUIPMENT: SUPPLIER shall provide all personnel needed to accomplish the Services hereunder. SUPPLIER shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as SUPPLIER 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 CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Section 1 and for performance by CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the annual sum of this Agreement exceed One Hundred Eight Five Thousand Nine Hundred Eighty Seven and No/100^{ths} Dollars (\$187,987.00) and Three Hundred Seventy One Thousand Nine Hundred Seventy Four and No/100^{ths} (\$371,974.00) for a period of twenty four months. CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: SUPPLIER 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 SUPPLIER 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 SUPPLIER 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 for a period of twenty four months (24) beginning January 15, 2014 and ending January 14, 2016, subject to CITY's availability of funds.

6. INSURANCE: SUPPLIER shall not commence work under this Agreement until SUPPLIER has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall SUPPLIER allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. SUPPLIER 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 SUPPLIER, 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 (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

(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) SUPPLIER 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 SUPPLIER, 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 SUPPLIER's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, SUPPLIER's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of SUPPLIER'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 SUPPLIER 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) Automobile Insurance: SUPPLIER shall furnish CITY with proof of automobile liability coverage and a valid California driver license.

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

(g) Verification of Coverage: SUPPLIER 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 SUPPLIER'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.

(h) **Waiver of Subrogation:** SUPPLIER hereby agrees to waive subrogation which any insurer of SUPPLIER may acquire from SUPPLIER 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 SUPPLIER, its agents, employees, independent contractors and subcontractors. SUPPLIER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(i) **Subcontractors:** SUPPLIER 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: SUPPLIER 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 SUPPLIER, 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 SUPPLIER, its agents, officers, and employees and all others acting on behalf of SUPPLIER relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. SUPPLIER, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. SUPPLIER 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 SUPPLIER. It is understood by both SUPPLIER and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

SUPPLIER, 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.

SUPPLIER shall determine the method, details and means of performing the work and services to be provided by SUPPLIER under this Agreement. SUPPLIER 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 SUPPLIER in fulfillment of this Agreement. SUPPLIER has control over the manner and means of performing the services under this Agreement. SUPPLIER is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, SUPPLIER has the responsibility for employing other persons or firms to assist SUPPLIER in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by

SUPPLIER, such persons shall be entirely and exclusively under the direction, supervision, and control of SUPPLIER. 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 SUPPLIER.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the SUPPLIER or SUPPLIER'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 SUPPLIER must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of SUPPLIER'S personnel.

As an independent contractor, SUPPLIER 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 SUPPLIER.

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 SUPPLIER, (2) legal dissolution of SUPPLIER, or (3) death of key principal(s) of SUPPLIER.

(b) Termination by CITY for Default of SUPPLIER. Should SUPPLIER 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 SUPPLIER. 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 SUPPLIER, dishonesty or theft.

(c) Termination by SUPPLIER for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option SUPPLIER 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 SUPPLIER, willful destruction of SUPPLIER's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay SUPPLIER all or any part of the payments set forth in this Agreement on the date due, at its option SUPPLIER may terminate this Agreement if the failure is not remedied within thirty (30) days after SUPPLIER 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 SUPPLIER'S Tax Status. If CITY determines that SUPPLIER 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 SUPPLIER. 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, SUPPLIER 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, SUPPLIER shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of SUPPLIER'S work on the project. Further, if CITY so requests, and at CITY's cost, SUPPLIER 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 SUPPLIER 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 SUPPLIER, SUPPLIER understands and agrees that CITY may, in CITY's sole discretion, refuse to pay SUPPLIER for that portion of SUPPLIER'S services which were performed by SUPPLIER 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 SUPPLIER 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, SUPPLIER shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. SUPPLIER 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. SUPPLIER 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, SUPPLIER 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. SUPPLIER 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. SUPPLIER specifically acknowledges that in entering into and executing this Agreement, SUPPLIER relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF SUPPLIER: Throughout the term of this Agreement, SUPPLIER shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. SUPPLIER 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. SUPPLIER 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 SUPPLIER for purposes other than this contract without the express prior written consent of CITY.

17. NEWS AND INFORMATION RELEASE: SUPPLIER 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 SUPPLIER: SUPPLIER 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. SUPPLIER warrants that, in performance of this Agreement, SUPPLIER shall not employ any person having any such interest. SUPPLIER 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 SUPPLIER 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 SUPPLIER may incur in performing such additional services, and SUPPLIER shall not be required to perform any such additional services.

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

21. CERTIFIED PAYROLL REQUIREMENT: For SUPPLIERS performing field work on public works contracts on which prevailing wages are required, SUPPLIER shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its 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 SUPPLIER'S charges to CITY under this Agreement.

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

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

29. ASSIGNMENT: This Agreement is binding upon CITY and SUPPLIER and their successors. Except as otherwise provided herein, neither CITY nor SUPPLIER 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: SUPPLIER shall maintain adequate records to permit inspection and audit of SUPPLIER's time and material charges under this Agreement. SUPPLIER 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 SUPPLIER agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by SUPPLIER without the prior written consent of CITY.

32. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: SUPPLIER 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 SUPPLIER: UNIVAR USA, INC.
ATTENTION: JENNIFER PERRAS
8201 S. 212TH STREET
KENT, WASHINGTON 98032
PHONE: (253) 872-5000
FAX: (253) 872-5042
EMAIL: muniteam@univarusa.com

for CITY: CITY OF TURLOCK
ATTN: WAYNE CLAY, WQC DIVISION MANAGER
TURLOCK REGIONAL WATER QUALITY CONTROL FACILITY
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4443
FAX: (209) 668-5695
EMAIL: wclay@turlock.ca.us

34. **EXTENSION OF AGREEMENT:** CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to SUPPLIER thirty (30) days prior to the expiration of this Agreement. On each anniversary date, SUPPLIER 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 SUPPLIER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable

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

UNIVAR USA, INC.

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

Print name: _____

By: _____
Phaedra A. Norton, City Attorney

Date: _____

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

SECTION 1
REQUEST FOR BID AND SPECIFICATIONS BID NO. 13-276

MINIMUM SPECIFICAITONS

GENERAL

CHEMICAL FORMULA

Description: Sodium Bisulfite (NaHSO_3) is a yellow aqueous solution with a strong odor of sulfur dioxide. It is the equivalent of sodium metabisulfite dissolved in water. As such, it is a convenient liquid source of sulfur dioxide, a versatile reducing agent. **PRICING SHALL BE GIVEN IN DRY FORMULATION PER DRY TON.**

Sodium Bisulfite	Typical
Chemical Formula	NaHSO_3
Concentration c	25% - 30%
Specific Gravity	1.23
Unit Weight	10.3 pounds/gallons

Vendor must provide a rigid two (2) inch diameter female PVC connection for connection to the chemical tank.

QUANTITIES

Last year approximately 220,000 gallons of Sodium Bisulfite was required. The supplier shall deliver the required amount whether greater or smaller than the estimated quantity. Orders for delivery will be placed as required.

Unless stated otherwise in this Specifications and Proposal the City of Turlock is obligated during the period stipulated to purchase all of its normal requirements of the supplies or services specified. The Seller/Sellers are obligated to supply the quantities which the City of Turlock requires for its operation. The dollar values and/or quantities stated herein are given as a general guide for bidding but are not guaranteed amounts, but they represent the best estimates of the City.

Actual requirements ordered maybe more or less than those estimated herein. If, however, at the end of the period that the contract is legally in force, the City has not placed order(s) for the amount of the materials, supplies and/or services estimated it will be considered as having terminated. The City will then solicit bids for a new contract at its sole discretion, providing the contract is not extended in accordance with such provisions as may be provided in the contract.

ORDER CONTACT INFORMATION

Supplier must provide a contact name, telephone number, fax number and email address for placing orders.

DELIVERY

All deliveries are to be F.O.B Turlock freight prepaid and added to invoice, as required by Turlock Regional Water Quality Control Facility (TRWQCF). Deliveries are to be made within five (5) working days after the placement of order. An MSDS must be provided with each delivery. Each delivery shall be accompanied by a certified weight ticket.

Deliveries must be made Monday through Friday (excluding holidays) between the hours of 7:30 a.m. and 3:30 p.m. Deliveries not conforming to these requirements may be returned at no cost to the City.

All costs incidental to delivery and off-loading of chemicals must be included in the bid price. Any deliveries not meeting chemical quality, regulatory, safety, or delivery requirements will be returned at no cost to the City and must be re-shipped and/or re-delivered by the supplier within forty-eight hours of the original unacceptable delivery.

Supplier shall provide at the time of delivery, a dated receipt, signed by the driver, identifying product and quantity. Delivery (shipping) tickets must be signed by the on-site City personnel at the time of delivery and a copy of the delivery ticket presented to him/her. No delivery can be made when a City representative is not on site.

TRAINING

Supplier must provide up to six (6) hours of safety training per year for each member of the Water Quality Control Division requesting training. The training shall consist of safe handling of Sodium Bisulfite and emergency response.

SAFETY

Delivery of Sodium Bisulfite will be consistent with these specifications and shall comply with all State, Federal and Occupational Safety and Health Act (OSHA) safety regulations.

Drivers of all deliveries shall be thoroughly trained and familiar with the related hazards, safety measures, and spill clean-up procedures required for Sodium Bisulfite. Spills and/or leaks at time of delivery, regardless of the size shall be properly and immediately cleaned up by the driver or other personnel of the supplier in accordance with State, Federal and OSHA regulations.

All drivers must have any necessary personnel safety clothing and/or equipment required for off-loading Sodium Bisulfite. City personnel and/or equipment at the delivery locations will assist in the off-loading of chemicals.

Supplier must be prepared to provide safety training on the safe handling and use of the Sodium Bisulfite and emergency procedures in the event of a leak or spill. The training may be performed at least once during the year if requested by the City. This training will be offered at no charge to the City.

QUALITY ASSURANCE

A quality assurance analysis may be run to check the quality of the chemical for any given delivery. Any product not meeting State and Federal standards, or the specifications outlined in this bid request, will be returned at no cost to the City. A certificate of analysis shall be provided for each load of chemical.

MATERIALSAFETY DATA SHEETS

Material Safety Data Sheets must be provided with each delivery. No delivery will be accepted without an MSDS.

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFB 13-276

BID DUE DATE: NOVEMBER 21, 2013

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

"SODIUM BISULFITE"

1) Return original bid to:

City of Turlock
Municipal Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454

- 2) Price shall be F.O.B. Destination or for the service rendered.
- 3) Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.
- 4) Bid must be on this bid form and signed by vendors authorized representative.

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: Univar USA Inc.

Address: 8201 S. 212th St, Kent, WA 98032

Telephone Number 253-872-5000 Fax Number 253-872-5041

E-Mail Address muniteam@univarusa.com

Authorized Representative (print) Jennifer M Perros

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for Sodium Bisulfite dated November 21, 2013, at the prices indicated herein.

Bid Sheet

Quantity	Description	Cost Per Gallon	Annual Bid Total
220,000 Gallons	Sodium Bisulfite, liquid to be delivered as required in bulk per detailed specifications.	\$ 7855	\$ 172,810
Sales Tax - 7.625%			\$ 13,176.76
Total bid for 2 years			\$ 371,973.52

Shipment from terminal located at: Richmond, CA

Contact Dispatcher: John Dinh Phone: 800-659-5508

Term of Payment: Net 30 F.O.B. Destination

All costs incidental to the purchase of Sodium Bisulfite must appear on this Bid Sheet.

List any extra charges not described above: _____

The following is required information. Any omission may be cause for rejection of Bid.

Early Pay Discount

A 0 % discount is offered for payment within 0 days.
 (Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate

Does your firm hold a City of Turlock Business Tax Certificate? Yes No
 If yes, number: See attached email from Tax dept. we have license but were not given a number.

"Piggyback" Contracting

Will your firm extend the same prices, terms and conditions to other public agencies?
 Yes No

Order Contact

Provide the following information about the City's contact for orders.

Name:	<u>Nadine Barbosa</u>
Phone Number:	<u>800-659-5508</u>
Fax Number:	<u>408-435-1735</u>
Cell Number:	<u>N/A</u>
Email Address:	<u>Nadine.Barbosa@univarusa.com</u>

Delivery

Method of Delivery: Common Carrier Private Company Carrier
 (Please circle one choice or describe alternative method)

Bid No. 13-276

We will deliver either on Univar truck or 3rd party, depending on date of order, to

Compliance

Bidder, have you complied with the specifications, terms and conditions of this bid?

Yes NO

A. "NO" answer requires a detailed explanation giving reference to all deviations.

Addendums (if applicable):

Bidder acknowledges receipt of ADDENDUM NO. 0, _____, _____

Terms

- 1) Sales tax at 7.625% will be added at time of purchase.
- 2) Prices are F.O.B. Turlock.
- 3) Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

- a) In connection with the execution of this agreement, SUPPLIER shall not discriminate against any employee for applicant for employment because of age, race, religion, color, and sex or nation origin. SUPPLIER shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regards 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. SUPPLIER shall also comply with 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, SUPPLIER shall comply with the provisions of Section 1735 of the California Labor Code.
- b) Supplier and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.
- c) Supplier shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- d) Supplier shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Non-discrimination of the Handicapped:

Policy Statement

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Suppliers and Subcontractors will take all

reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Transportation of Hazardous Materials:

In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to

provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

Drug Free Workplace

Bidder/Supplier certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance

Supplier represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Supplier agrees that Supplier's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Supplier constitutes written notification to Supplier of City's rejection of any and all of Supplier order Acknowledgments, counter offers and change to the City's terms and conditions.

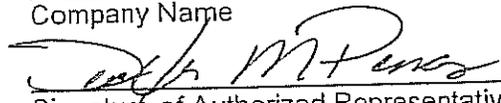
(If applicable)

Supplier's License No. _____ Expiration Date: _____

Supplier certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

Univar USA Inc.
Company Name


Signature of Authorized Representative

91-1347935
Federal Tax ID Number

****Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.***



**Council
Synopsis**

January 14, 2014

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez & Larry Gilley / Presented by: Michel Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving multiple agreements with TBA Auto Parts, Napa Auto Parts, and Next Level Parts, Inc. (Db a Turlock Auto Parts) for the purchase of auto parts and supplies for Municipal Services Fleet Maintenance Division for the term of twelve (12) months each, with an aggregate value of \$75,000, in accordance with the terms and conditions set within each agreement

2. DISCUSSION OF ISSUE:

The Purchasing Office solicited formal bids for auto parts and supplies for Municipal Services Fleet on Request for Proposal (RFP) 13-270 by publishing the formal bid notice in the local newspaper, the City's website, City Hall bulletin board, and contacting potential bidders by fax or email.

Four (4) vendors were solicited and three (3) local vendors within the City limits submitted bids. City staff evaluated the bid proposals by assessing each line item for the low bid amount, as shown below.

Bidder's Name	TBA Auto Parts Turlock, CA	Napa Auto Parts Turlock, CA	Next Level Parts Turlock, CA
Bid Amount	27,932	28,923	22,238
Low Bid Amount	10,612	7,644	5,047
Number of Low Bids	362	116	134
Number of No Bids	0	0	46
Total Line Items	614	614	614

Staff is recommending an authorization to award multiple contracts with TBA Auto Parts, Napa Auto Parts, and Next Level Parts, Db a Turlock Auto Parts for the purchase of auto parts and supplies for Municipal Services Fleet Maintenance, based on the low bid amount per each line item.

Staff is also recommending that the combined amounts for all agreements not exceed \$75,000 rather than the bid amount of \$79,093.

3. BASIS FOR RECOMMENDATION:

Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-09 (c) (5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

Authorize the City Manager or his designee to award multiple agreements with the following vendors, for a period of twelve months with options to extend for three (3) additional 1 year terms, on the same terms and conditions, with an aggregate value of \$75,000, in accordance with the terms and conditions set within each agreement

- | | | |
|----|---|------------------------------------|
| 1. | TBA Auto Parts | \$45,000 for a period of 12 months |
| 2. | Napa Auto Parts | \$15,000 for a period of 12 months |
| 3. | Next Level Parts, Db a Turlock Auto Parts | \$15,000 for a period of 12 months |

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 and equipment.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds are based on vehicle parts purchased for the repairs for all the departments from the following general ledger account numbers:

110-20-210.46032 Police Patrol Department
110-20-215.46032 Animal Control
110-30-220.46032 Fire Neighborhood Services
110-30-300.46032 Fire Department
110-40-400.46032 CDS Planning
110-50-500.46032 Public Facilities Supplies
110-60-600.46032 Parks
110-61-600.46032 Recreation
205-60-602.46032 Sport Facilities
205-60-604.46032 Sport Facilities
217-50-510.46032 Street
246-60-600.46032 Assessment District
255-41-485.46032 Housing
405-40-405.46032 CDS Building & Safety Division
410-51-530.46032 Water Quality Control
410-51-531.46032 WQC Collection
410-51-532.46032 WQC Storm
425-40-415.46032 Transit Dial-A-Ride
426-40-415.46032 Transit – Fixed Route

420-52-550.46032 Water Enterprise
502-40-410.46032 CDS Engineering Division

Fiscal impact to above line number: \$75,000

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Do not award the contracts for auto parts and supplies. Under this alternative, staff would have to call on a weekly basis for competitive prices on materials needed for fleet maintenance. This would cause administrative costs to rise considerably and could cause disruption in work schedules if crews have to wait for material deliveries.

- B). Award contracts to the suppliers that have submitted low bids. This will allow for the purchase of auto parts and supplies at the best possible prices during the contract terms. Having pre-selected suppliers who have competitively bid on these products will speed up purchases and reduce administrative costs for the acquisition of these critical materials.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
TBA AUTO PARTS
for
AUTO PARTS AND SUPPLIES
CONTRACT NO. 13-109

THIS AGREEMENT is made this 14th day of January, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and TBA Auto Parts, a California Corporation, hereinafter referred to as "SUPPLIER."

WITNESSETH:

WHEREAS, CITY has a need for auto parts and supplies, on an as needed basis for Municipal Services Fleet Maintenance Division; and

WHEREAS, items purchased include automotive turn-up parts, repair parts, filters, accessories and automotive supplies; and

WHEREAS, SUPPLIER 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:** SUPPLIER 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 attached hereto as Exhibit A. SUPPLIER shall provide Services that are acceptable to CITY.
- 2. PERSONNEL AND EQUIPMENT:** SUPPLIER shall provide all personnel needed to accomplish the Services hereunder. SUPPLIER shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as SUPPLIER 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. ESTIMATED QUANTITY:** The quantities indicated are approximate annual quantities base on past experience and expected future need. Quantities may be increased or decreased depending on actual need during the contract term; however, no price adjustments will be allowed as a result of a reduction in the quantity purchased.

OK for Reginald
RM

5. COMPENSATION: CITY agrees to pay SUPPLIER 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 SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Forty Five Thousand and No/100^{ths} Dollars (\$45,000.00). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: SUPPLIER 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 SUPPLIER 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 SUPPLIER 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.

6. 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 January 15, 2014 and ending January 14, 2015, subject to CITY's availability of funds.

7. INSURANCE: SUPPLIER shall not commence work under this Agreement until SUPPLIER has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall SUPPLIER allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. SUPPLIER 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 SUPPLIER, 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 (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

(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) SUPPLIER 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 SUPPLIER, 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 SUPPLIER's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, SUPPLIER's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of SUPPLIER'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 SUPPLIER 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) Automobile Insurance: SUPPLIER shall furnish CITY with proof of automobile liability coverage and a valid California driver license.

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

(g) Verification of Coverage: SUPPLIER 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 SUPPLIER'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.

(h) Waiver of Subrogation: SUPPLIER hereby agrees to waive subrogation which any insurer of SUPPLIER may acquire from SUPPLIER 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 SUPPLIER, its agents, employees, independent contractors and subcontractors. SUPPLIER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(i) Subcontractors: SUPPLIER 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.

8. INDEMNIFICATION: SUPPLIER 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 SUPPLIER, 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.

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

SUPPLIER, 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.

SUPPLIER shall determine the method, details and means of performing the work and services to be provided by SUPPLIER under this Agreement. SUPPLIER 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 SUPPLIER in fulfillment of this Agreement. SUPPLIER has control over the manner and means of performing the services under this Agreement. SUPPLIER is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, SUPPLIER has the responsibility for employing other persons or firms to assist SUPPLIER in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by SUPPLIER, such persons shall be entirely and exclusively under the direction, supervision, and control of SUPPLIER. 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 SUPPLIER.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the SUPPLIER or SUPPLIER'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 SUPPLIER must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of SUPPLIER'S personnel.

As an independent contractor, SUPPLIER 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.

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

11. 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 SUPPLIER, (2) legal dissolution of SUPPLIER, or (3) death of key principal(s) of SUPPLIER.

(b) Termination by CITY for Default of SUPPLIER. Should SUPPLIER 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 SUPPLIER. 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 SUPPLIER, dishonesty or theft.

(c) Termination by SUPPLIER for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option SUPPLIER 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 SUPPLIER, willful destruction of SUPPLIER's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to

pay SUPPLIER all or any part of the payments set forth in this Agreement on the date due, at its option SUPPLIER may terminate this Agreement if the failure is not remedied within thirty (30) days after SUPPLIER 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 SUPPLIER'S Tax Status. If CITY determines that SUPPLIER 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 SUPPLIER. 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, SUPPLIER 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, SUPPLIER shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of SUPPLIER'S work on the project. Further, if CITY so requests, and at CITY's cost, SUPPLIER 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 SUPPLIER 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 SUPPLIER, SUPPLIER understands and agrees that CITY may, in CITY's sole discretion, refuse to pay SUPPLIER for that portion of SUPPLIER'S services which were performed by SUPPLIER on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

13. NONDISCRIMINATION: In connection with the execution of this Agreement, SUPPLIER shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. SUPPLIER 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. SUPPLIER 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, SUPPLIER shall comply with the provisions of Section 1735 of the California Labor Code.

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

15. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. SUPPLIER 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. SUPPLIER specifically

acknowledges that in entering into and executing this Agreement, SUPPLIER relies solely upon the provisions contained in this Agreement and no others.

16. OBLIGATIONS OF SUPPLIER: Throughout the term of this Agreement, SUPPLIER shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. SUPPLIER 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. SUPPLIER 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.

17. 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 SUPPLIER for purposes other than this contract without the express prior written consent of CITY.

18. NEWS AND INFORMATION RELEASE: SUPPLIER 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.

19. INTEREST OF SUPPLIER: SUPPLIER 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. SUPPLIER warrants that, in performance of this Agreement, SUPPLIER shall not employ any person having any such interest. SUPPLIER 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.

20. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or SUPPLIER 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 SUPPLIER may incur in performing such additional services, and SUPPLIER shall not be required to perform any such additional services.

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

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

23. 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.

24. 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.

25. 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 SUPPLIER'S charges to CITY under this Agreement.

SUPPLIER 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 SUPPLIER services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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

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

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

29. CITY BUSINESS LICENSE: SUPPLIER will have a City of Turlock business license.

30. ASSIGNMENT: This Agreement is binding upon CITY and SUPPLIER and their successors. Except as otherwise provided herein, neither CITY nor SUPPLIER 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: SUPPLIER shall maintain adequate records to permit inspection and audit of SUPPLIER's time and material charges under this Agreement. SUPPLIER shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

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

33. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: SUPPLIER 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.*

34. **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 SUPPLIER: TBA AUTO PARTS
ATTENTION: NATHAN KEEGAN
245 LANDER AVE
TURLOCK, CA 95380
PHONE: (209) 667-1204
FAX: (209) 723-3784
EMAIL: tbanathan@aol.com

for CITY: CITY OF TURLOCK
ATTN: LARRY GILLEY, UTILITIES MANAGER
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4442
FAX: (209) 668-5695
EMAIL: lgilley@turlock.ca.us

35. **EXTENSION OF AGREEMENT:** CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to SUPPLIER thirty (30) days prior to the expiration of this Agreement. On each anniversary date, SUPPLIER 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 SUPPLIER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

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

TBA AUTO PARTS

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

Print name: _____

By: _____
Phaedra A. Norton, City Attorney

Date: _____

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT A
TBA BID PROPOSAL FOR AUTO PARTS FILTERS

	Description	Vehicle	Part No.	Unit Price
1.	A/C ACCUMLATOR	2008 FORD F250 TRUCK	MOT YF 3620	
2.	A/C ACCUMLATOR W/HOSE	2004 FORD F150 TRUCK	FOU 83021	\$ 29.61
3.	A/C ACCUMLATOR W/HOSE	2004 FORD TAURUS	FOU 55308	\$ 42.77
4.	A/C ACCUMULATOR	2003-2011 FORD INTERCEPTOR POLICE	FOU 68185	
5.	A/C ACCUMULATOR	1989 FORD F350 TRUCK	FOU 33189	\$ 21.77
6.	A/C ACCUMULATOR ASSEMBLY	2008 CHEVY C5500 AEROELITE BUS	D15 15-10728	
7.	A/C AIR DOOR ACTUATOR	2006 FORD E450 AEROTECH BUS	SMP J04004	
8.	A/C AIR DOOR ACTUATOR	2003-2011 FORD INTERCEPTOR POLICE	DOR 604-208	\$ 39.75
9.	A/C AIR DOOR ACTUATOR	2006 FORD E450 AEROTECH BUS	MOT YH 1762	
10.	A/C AIR DOOR ACTUATOR	2000 BUICK LA SABRE	D15 15-72973	\$ 60.51
11.	A/C BLOWER MOTOR	2006 FORD F250 TRUCK	FOU 35016	
12.	A/C BLOWER MOTOR	1997 GMC SONOMA	FOU 35344	
13.	A/C BLOWER SWITCH	2003-2011 FORD INTERCEPTOR POLICE	SMP HS-229	
14.	A/C BLOWER SWITCH	2003 FORD F150 TRUCK	MOT YH 1450	\$ 22.65
15.	A/C CLUTCH CYCLING SW	2002 FORD F150 TRUCK CNG	MOT YH 1462	
16.	A/C CLUTCH CYCLING SW	2003-2011 FORD INTERCEPTOR POLICE	MOT YH 1672	\$ 14.27
17.	A/C COMPRESSOR	2008 CHEVY IMPALA	D15 15-21471	
18.	A/C COMPRESSOR	2013 FORD TAURUS POLICE	YCC-305	\$ 401.43
19.	A/C COMPRESSOR	2013 DODGE CHARGER POLICE	RL028917AC	
20.	A/C COMPRESSOR	1989 FORD F350 TRUCK	FOU 58124	
21.	A/C COMPRESSOR	2004 FORD F150 TRUCK	FOU 58129	\$ 171.50
22.	A/C COMPRESSOR	1999 FORD F250 TRUCK	FOU 58152	\$ 171.50
23.	A/C COMPRESSOR	2013 CHEVY CAPRICE POLICE	92266821	
24.	A/C COMPRESSOR	2003-2011 FORD INTERCEPTOR POLICE	FOU 83044	\$ 22.61
25.	A/C COMPRESSOR	2004 FORD TAURUS	FOU 58168	
26.	A/C COMPRESSOR	2008 CHEVY C5500 AEROELITE BUS	FOU 58947	\$ 187.82
27.	A/C CONDENSOR	2003-2011 FORD INTERCEPTOR POLICE	GPD 3557C	
28.	A/C CONTROL HEAD	2000 BUICK LA SABRE	D15 15-72891	\$ 181.40
29.	A/C CONTROL HEAD	2003-2011 FORD CROWN VICTORIA	DOR 599-030	\$ 315.46
30.	A/C COOLING FAN RELAY	2003-2011 FORD INTERCEPTOR POLICE	MOT RR-28	
31.	A/C ELECTRIC FAN	2003-2011 FORD INTERCEPTOR POLICE	MOT RF-272	
32.	A/C ELECTRIC FAN	2013 CHEVY CAPRICE POLICE	92251641	
33.	A/C ELECTRIC FAN	2013 FORD TAURUS POLICE	RF-281	\$ 149.18
34.	A/C ELECTRIC FAN	2013 DODGE CHARGER POLICE	68050129AA	
35.	A/C HIGH PRESSURE SWITCH	2008 CHEVY C5500 AEROELITE BUS	FOU 35961	
36.	A/C HOSE	2003-2011 FORD INTERCEPTOR POLICE	MOT YF 3223	\$ 112.28
37.	A/C MANIFOLD HOSE	2003 FORD F150 TRUCK	MOT YF 3577	
38.	A/C OIL 8 OZ PAG 46	2008 CHEVY C5500 AEROELITE BUS	FOU 59007	\$ 7.28
39.	A/C ORFICE TUBE	2008 CHEVY C5500 AEROELITE BUS	FOU 38623	\$ 1.02

EXHIBIT A
TBA BID PROPOSAL FOR AUTO PARTS FILTERS

	Description	Vehicle	Part No.	Unit Price
40.	A/C ORFICE TUBE	1989 FORD F350 TRUCK	FOU 38635	\$ 1.02
41.	A/C ORFICE TUBE	2004 FORD TAURUS	FOU 38639	\$ 1.01
42.	A/C ORFICE TUBE	2008 FORD F250 TRUCK	MOT-YG-345	
43.	A/C RESISTOR ASM BLOWER	2003 CHEVY MONTE CARLO	D15-1580571	
44.	A/C VALVE CORE	2004 FORD F150 TRUCK	FOU 59356	
45.	ALTERNATOR	2000 FORD RANGER XCAB	USA 507150	
46.	ALTERNATOR	2006 FORD F250 TRUCK	USA 606460	\$ 103.20
47.	ALTERNATOR	2013 CHEVY CAPRICE POLICE	92258220	\$ 329.07
48.	ALTERNATOR	2013 FORD TAURUS POLICE	GL-8666	
49.	ALTERNATOR	2013 DODGE CHARGER POLICE	4801834AB	
50.	ALTERNATOR	2004 FORD TAURUS	USA 6642	
51.	ALTERNATOR	1989 LISTER PITTER 4.50 INCH PUMP	USA 71273	
52.	ALTERNATOR	1986 SULLAIR Q185 COMPRESSOR	USA 7127SE	
53.	ALTERNATOR	2003 FORD F150 TRUCK	USA 7776	
54.	ALTERNATOR	1998 FORD CROWN VIC	USA 7795	
55.	ALTERNATOR	2002 FORD F150 TRUCK	USA 7797	\$ 101.25
56.	ALTERNATOR	1998 FORD F150 TRUCK	USA 7798	
57.	ALTERNATOR	1999 CHEVY S/T10 XCAB	USA 8231-5	
58.	ALTERNATOR	2006 FORD TAURUS	USA 8268	
59.	ALTERNATOR	2005 FORD F550 TRUCK	USA 8306	
60.	ALTERNATOR	2003 FORD F250 TRUCK	USA 8310	
61.	ALTERNATOR	2003-2011 FORD INTERCEPTOR POLICE	USA A3026	\$ 171.75
62.	AXLE SHAFT	2002 FORD F150 TRUCK	DOR 630-215	\$ 123.47
63.	BALL LOWER JOINT	2006 FORD E450 AEROTECH BUS	SPI 505-1160	
64.	BALL LOWER JOINT	2006 FORD F250 TRUCK	SPI 505-1133	
65.	BALL UPPER JOINT	2006 FORD E450 AEROTECH BUS	SPI 500-1074	
66.	BATTERY	2001 TORO 325D MOWER	D7-24A	\$ 58.48
67.	BATTERY	2001 TORO 325D MOWER	D7-26A	\$ 54.08
68.	BATTERY	2000 FORD RANGER XCAB	D7-58A	\$ 58.69
69.	BATTERY	2003-2011 FORD INTERCEPTOR POLICE	D7-65A	\$ 64.25
70.	BATTERY	2013 CHEVY CAPRICE POLICE	48PG	
71.	BATTERY	2013 FORD TAURUS POLICE	BXT-65-750	
72.	BATTERY	2013 DODGE CHARGER POLICE	BB0H7730AA	
73.	BATTERY	1999 CHEVY S/T10 XCAB	D7-75DT6YR	
74.	BATTERY	1997 GMC SONOMA	D7-75DTPS	
75.	BATTERY	1998 CHEVY VENTURE VAN	D7-78A	\$ 67.68
76.	BATTERY	2009 VANGUARD PORTABLE MESSAGE SIGN	D7-845A	
77.	BATTERY	2005 ORION VII CNG	D7-8DHD	
78.	BATTERY	2001 TORO 325D MOWER	D7-ACD24-60	\$ 58.48

EXHIBIT A
TBA BID PROPOSAL FOR AUTO PARTS FILTERS

	Description	Vehicle	Part No.	Unit Price
79.	BATTERY	1986 CAT 916 LOADER	D7-ACD31TP	
80.	BATTERY	2008 CHEVY C5500 AEROGELITE BUS	D7-ACD31TS	
81.	BATTERY	2008 MPH SPEED TRAILER	D7-M27MF	
82.	BEARING REPAIR AXLE	2002 FORD F150	NAT RP 6408	
83.	BEARING TAPER CONE	2003-2011 FORD INTERCEPTOR POLICE	NAT LM603012	\$ 5.17
84.	BEARING TAPER CONE	2003-2011 FORD INTERCEPTOR POLICE	NAT LM603049	\$ 7.94
85.	BEARING TAPER CONE	2003-2011 FORD INTERCEPTOR POLICE	NAT M802048	\$ 10.71
86.	BEARING TAPER CONE	2003-2011 FORD INTERCEPTOR POLICE	NAT M88010	\$ 3.88
87.	BEARING TAPER CONE	2003-2011 FORD INTERCEPTOR POLICE	NAT M88048	\$ 7.77
88.	BEARING TAPER CUP	2003-2011 FORD INTERCEPTOR POLICE	NAT M802011	\$ 5.22
89.	BELT	1979 CHEVY G3500 VAN	DAY 15355	\$ 7.28
90.	BELT	2013 CHEVY CAPRICE POLICE	92244381	
91.	BELT	2013 CHEVY CAPRICE POLICE	92067442	
92.	BELT	2013 FORD TAURUS POLICE	JK4-377-BA	
93.	BELT	2013 FORD TAURUS POLICE	JK6-455-C	
94.	BELT	2013 DODGE CHARGER POLICE	53013676AC	
95.	BELT	2001 TORO 325D MOWER	DAY 15370	\$ 7.38
96.	BELT	2003 TORO 328D MOWER	DAY 15375	\$ 7.39
97.	BELT	1979 CHEVY G3500 VAN	DAY 15465	\$ 8.28
98.	BELT	1991 FORD LNT8000F TRUCK	DAY 15700	\$ 12.36
99.	BELT	2003 FORD L7500 TRUCK	DAY 17340	\$ 9.55
100.	BELT	1995 TORO 325D MOWER	DAY 17520	\$ 11.80
101.	BELT	2006 TORO 328D MOWER	DAY 17540	\$ 12.25
102.	BELT	1991 FORD F700 TRUCK	DAY 17548	\$ 12.78
103.	BELT	1991 FORD LNT8000F TRUCK	DAY 17650	\$ 14.89
104.	BELT	1991 FORD LNT8000F TRUCK	DAY 17655	\$ 15.24
105.	BELT	1980 C70 TRUCK	DAY 17700	\$ 15.02
106.	BELT	1991 FORD LNT8000F TRUCK	DAY 17710	\$ 15.55
107.	BELT	1991 FORD LNT8000F TRUCK	DAY 17730	\$ 15.73
108.	BELT	1989 LISTER PETTER 4.50 INCH PUMP	DAY 5040275	\$ 10.73
109.	BELT	2003 FORD F-350 TRUCK	DAY 5060705	\$ 23.83
110.	BELT	2004 FORD TAURUS	DAY 5060855	
111.	BELT	2000 FORD EXPLORER	DAY 5060868	\$ 23.36
112.	BELT	2000 FORD RANGER XCAB	DAY 5060883	
113.	BELT	2006 PONTIAC GRAND PRIX	DAY 5060905	
114.	BELT	2000 MERCURY MARQUIS	DAY 5060915	
115.	BELT	2003 CHEVY MONTE CARLO	DAY 5060918	\$ 25.45
116.	BELT	2003-2011 FORD INTERCEPTOR POLICE	DAY 5060923	
117.	BELT	1997 GMC SONOMA TRUCK	DAY 5060960	

EXHIBIT A
TBA BID PROPOSAL FOR AUTO PARTS FILTERS

	Description	Vehicle	Part No.	Unit Price
118.	BELT	2002 FORD F150 TRUCK	DAY 5060990	\$ 24.62
119.	BELT	2003 FORD F-350 TRUCK	DAY 5061000	\$ 22.21
120.	BELT	1997 FORD F250 TRUCK	DAY 5061020	
121.	BELT	2008 CHEVY IMPALA	DAY 5061093	\$ 25.62
122.	BELT	2003 FORD E450 AEROTECH BUS	DAY 5061203	\$ 41.69
123.	BELT	2005 ORION VII BUS	DAY 5080515	\$ 26.24
124.	BELT	2005 ORION VII BUS	DAY 5080645	\$ 19.00
125.	BELT	2005 ORION VII BUS	DAY 5080700	\$ 25.91
126.	BELT	2003 FORD L7500 TRUCK	DAY 5080775	\$ 27.13
127.	BELT	1998 FORD F150 TRUCK	DAY 5080990	
128.	BELT	2006 CRS06 TAMPERS	DAY AP31	\$ 4.55
129.	BELT	2008 CHEVY C5500 AEROELITE BUS	DAY AP55	\$ 6.46
130.	BELT	2001 TRIMAX PROCUT 300 MOWER	DAY BP114	\$ 17.71
131.	BELT	2001 TRIMAX PROCUT 300 MOWER	DAY BP116	\$ 17.97
132.	BELT	2001 TRIMAX PROCUT 300 MOWER	DAY BP55	\$ 9.40
133.	BELT	2001 TRIMAX PROCUT 300 MOWER	DAY BP61	\$ 9.84
134.	BELT	2001 TRIMAX PROCUT 300 MOWER	DAY BP74	\$ 11.53
135.	BELT	2001 TRIMAX PROCUT 300 MOWER	DAY BP75	\$ 11.65
136.	BELT	2002 JOHN DEERE 6X4 GATOR	DAY HP2030	
137.	BELT	2003 TORO 228D MOWER	DAY L437	\$ 7.78
138.	BELT	2003 TORO 228D MOWER	DAY L438	\$ 7.92
139.	BELT	2009 TORO 39494 COMMERCIAL WALK- BEHIND	DAY L447	\$ 9.28
140.	BELT	2008 CHEVY C5500 AEROELITE BUS	DAY RB552	
141.	BRAKE CYLINDER MASTER	2001 FORD F150 TRUCK	RB3 MC390337	\$ 43.96
142.	BRAKE CYLINDER MASTER	2008 CHEVY C5500 AEROELITE BUS	RB3 MC390565	
143.	BRAKE CYLINDER MASTER	1998 FORD F150 TRUCK	RB3 MC39634	
144.	BRAKE CYLINDER MASTER	1995 FORD F250 TRUCK	RB3 MC39635	
145.	BRAKE FRONT PADS	2013 FORD EXPLORER	RB2 PGD1611C	
146.	BRAKE FRONT PADS	2013 DODGE CHARGER POLICE	RB2 ATD1058P	
147.	BRAKE FRONT PADS	2013 CHEVY CAPRICE POLICE	RB2 ATD1404P	
148.	BRAKE FRONT PADS	2002 FORD CROWN VIC	RB2 ATD748P	
149.	BRAKE FRONT PADS	2003-2011 FORD INTERCEPTOR POLICE	RB2 ATD931P	
150.	BRAKE FRONT PADS	2007 FORD F150 TRUCK	RB2 PGD1012M	\$ 25.84
151.	BRAKE FRONT PADS	2005 FORD F550 TRUCK	RB2 PGD1066M	
152.	BRAKE FRONT PADS	2005 FORD F250 TRUCK	RB2 PGD1069M	
153.	BRAKE FRONT PADS	2006 FORD FIVE HUNDRED	RB2 PGD1070C	
154.	BRAKE FRONT PADS	2005 PONTIAC GRAN PRIX	RB2 PGD1075C	
155.	BRAKE FRONT PADS	2007 FORD F150 TRUCK	RB2 PGD1083M	\$ 26.40
156.	BRAKE FRONT PADS	2008 DODGE DAKOTA	RB2 PGD1084M	

EXHIBIT A
TBA BID PROPOSAL FOR AUTO PARTS FILTERS

	Description	Vehicle	Part No.	Unit Price
157.	BRAKE FRONT PADS	2008 CHEVY IMPALA	RB2 PGD1159C	
158.	BRAKE FRONT PADS	2008 FORD EXPEDITION	RB2 PGD1278M	
159.	BRAKE FRONT PADS	2008 FORD F250 TRUCK	RB2 PGD1333M	\$ 38.69
160.	BRAKE FRONT PADS	2013 FORD TAURUS POLICE	RB2 PGD1508C	
161.	BRAKE FRONT PADS	1979 CHEVY G3500 VAN	RB2 PGD153M	
162.	BRAKE FRONT PADS	1999 CHEVY S/T10 XCAB	RB2 PGD154M	\$ 24.69
163.	BRAKE FRONT PADS	2006 FORD TAURUS	RB2 PGD598C	
164.	BRAKE FRONT PADS	2003 FORD TAURUS	RB2 PGD598M	\$ 36.56
165.	BRAKE FRONT PADS	2000 FORD EXPLORER	RB2 PGD652M	
166.	BRAKE FRONT PADS	2003 E450 AEROTECH BUS	RB2 PGD655M	
167.	BRAKE FRONT PADS	1998 FORD F150 TRUCK	RB2 PGD679M	\$ 30.83
168.	BRAKE FRONT PADS	2003 FORD F150 TRUCK TRUCK	RB2 PGD702M	
169.	BRAKE FRONT PADS	2003 FORD F350 TRUCK	RB2 PGD824M	
170.	BRAKE FRONT PADS	2007 FORD RANGER	RB2 PGD833M	\$ 38.44
171.	BRAKE FRONT PADS	2004 CHRYSLER SEBRING	RB2 PGD869M	
172.	BRAKE FRONT PADS	2003 CHEVY MONTE CARLO	FRY D699C	
173.	BRAKE FRONT ROTORS	2013 CHEVY CAPRICE POLICE	RB7 580676P	
174.	BRAKE FRONT ROTORS	2003-2011 FORD INTERCEPTOR POLICE	RB7 680110P	
175.	BRAKE FRONT ROTORS	2013 FORD EXPLORER POLICE	RB7 680982P	
176.	BRAKE FRONT ROTORS	2013 DODGE CHARGER POLICE	RB7 780256P	
177.	BRAKE FRONT ROTORS	1979 CHEVY G3500 VAN	RB7 F5010R	
178.	BRAKE FRONT ROTORS	2003 CHEVY MONTE CARLO	RB7 F56641R	
179.	BRAKE FRONT ROTORS	1999 CHEVY S/T10 XCAB	RB7 F56757R	
180.	BRAKE FRONT ROTORS	2005 PONTIAC GRAN PRIX	RB7 F580188R	
181.	BRAKE FRONT ROTORS	2008 CHEVY IMPALA	RB7 F580403R	
182.	BRAKE FRONT ROTORS	2006 FORD E450 AEROTECH BUS	RB7 F66529R	
183.	BRAKE FRONT ROTORS	2000 FORD EXPLORER	RB7 F66565R	\$ 17.07
184.	BRAKE FRONT ROTORS	2000 FORD EXPLORER	RB7 F66597R	
185.	BRAKE FRONT ROTORS	2003 FORD F150 TRUCK	RB7 F66654R	
186.	BRAKE FRONT ROTORS	2003 FORD F150 TRUCK	RB7 F66671R	
187.	BRAKE FRONT ROTORS	2000 FORD RANGER XCAB	RB7 F66672R	
188.	BRAKE FRONT ROTORS	2002 FORD CROWN VIC	RB7 F66744R	\$ 30.71
189.	BRAKE FRONT ROTORS	2006 FORD TAURUS	RB7 F66749R	
190.	BRAKE FRONT ROTORS	2002 FORD F250 TRUCK	RB7 F66785R	\$ 67.79
191.	BRAKE FRONT ROTORS	2007 FORD F150 TRUCK	RB7 F680178R	
192.	BRAKE FRONT ROTORS	2003 FORD F350 TRUCK	RB7 F680219R	\$ 74.95
193.	BRAKE FRONT ROTORS	2006 FORD FIVE HUNDRED	RB7 F680282R	\$ 30.74
194.	BRAKE FRONT ROTORS	2008 FORD F250 TRUCK	RB7 F680640R	
195.	BRAKE FRONT ROTORS	2009 FORD F150 4DR TRUCK	RB7 F680754R	

EXHIBIT A
TBA BID PROPOSAL FOR AUTO PARTS FILTERS

	Description	Vehicle	Part No.	Unit Price
196.	BRAKE FRONT ROTORS	2013 FORD TAURUS INTERCEPTOR	RB7 F680758R	\$ 39.58
197.	BRAKE FRONT ROTORS	2004 CHRYSLER SEBRING	RB7 F76683R	\$ 19.17
198.	BRAKE PADS REAR	2013 FORD EXPLORER INTERCEPTOR	RB2 ATD1612P	
199.	BRAKE PADS REAR	2013 CHEVY CAPRICE POLICE	RB2 ATD1040AP	
200.	BRAKE PADS REAR	2013 DODGE CHARGER POLICE	RB2 ATD1057AP	
201.	BRAKE PADS REAR	2013 CHEVY CAPRICE POLICE	RB2 ATD1352P	
202.	BRAKE PADS REAR	2013 FORD TAURUS POLICE	RB2 ATD1377SV	
203.	BRAKE PADS REAR	2006 FORD F250 TRUCK	RB2 PGD1068M	
204.	BRAKE PADS REAR	2008 FORD EXPEDITION	RB2 PGD1279M	
205.	BRAKE PADS REAR	2009 FORD E450 AEROTECH BUS	RB2 PGD1330M	
206.	BRAKE PADS REAR	2006 CHEVY IMPALA	RB2 PGD698C	
207.	BRAKE PADS REAR	2003 FORD F150 TRUCK	RB2 PGD711M	
208.	BRAKE PADS REAR	2003 FORD F350 TRUCK	RB2 PGD757M	
209.	BRAKE PADS REAR	2003 FORD E450 AEROTECH BUS	RB2 PGD411M	
210.	BRAKE PADS REAR	2000 FORD EXPLORER	RB2 PGD667M	
211.	BRAKE PADS REAR	2000 BUICK LA SABRE	RB2 PGD714M	
212.	BRAKE PADS REAR	2005 PONTIAC GRAN PRIX	RB2 PGD999C	\$ 29.94
213.	BRAKE PADS REAR	2003 CHEVY MONTE CARLO	FRY D698C	
214.	BRAKE REAR CALIPER	2009 FORD E450 AEROTECH BUS	RB3 FRC12047	\$ 51.65
215.	BRAKE REAR CALIPER	2006 FORD E450 AEROTECH BUS	RB3 FRC7023	\$ 43.97
216.	BRAKE REAR CALIPER	2006 FORD E450 AEROTECH BUS	RB3 FRC7024	\$ 43.97
217.	BRAKE FRONT CALIPER	2013 CHEVY CAPRICE POLICE	922257986	\$ 49.47
218.	BRAKE FRONT CALIPER	2013 CHEVY CAPRICE POLICE	92257987	\$ 49.47
219.	BRAKE REAR CALIPER	2013 CHEVY CAPRICE POLICE	92290986	\$ 44.47
220.	BRAKE REAR CALIPER	2013 CHEVY CAPRICE POLICE	92290970	\$ 44.47
221.	BRAKE FRONT CALIPER	2013 FORD TAURUS POLICE	BRCF208	
222.	BRAKE FRONT CALIPER	2013 FORD TAURUS POLICE	BRCF209	
223.	BRAKE REAR CALIPER	2013 FORD TAURUS POLICE	BRCF-280	
224.	BRAKE REAR CALIPER	2013 FORD TAURUS POLICE	BRCF-281	
225.	BRAKE FRONT CALIPER	2013 DODGE CHARGER POLICE	5137670AB	
226.	BRAKE FRONT CALIPER	2013 DODGE CHARGER POLICE	5137671AB	
227.	BRAKE REAR CALIPER	2013 DODGE CHARGER POLICE	5142564AB	
228.	BRAKE REAR CALIPER	2013 DODGE CHARGER POLICE	5142565AB	
229.	BRAKE REAR DRUMS	2000 FORD RANGER XCAB	RB7 F9498R	\$ 26.76
230.	BRAKE REAR DRUMS	1998 FORD F150 TRUCK	RB7 F9626	
231.	BRAKE REAR DRUMS	2003 FORD TAURUS	RB7 F9712R	\$ 20.05
232.	BRAKE REAR ROTORS	2013 FORD EXPLORER POLICE	RB7 680983P	
233.	BRAKE REAR ROTORS	2013 CHEVY CAPRICE POLICE	RB7 580724P	
234.	BRAKE REAR ROTORS	2013 DODGE CHARGER POLICE	RB7 780395P	

EXHIBIT A
TBA BID PROPOSAL FOR AUTO PARTS FILTERS

	Description	Vehicle	Part No.	Unit Price
235.	BRAKE REAR ROTORS	2003 CHEVY MONTE CARLO	RB7 F56629R	
236.	BRAKE REAR ROTORS	2000 BUICK LA SABRE	RB7 F56851R	\$ 16.14
237.	BRAKE REAR ROTORS	2005 PONTIAC GRAN PRIX	RB7 F580171R	\$ 18.17
238.	BRAKE REAR ROTORS	2003 FORD E450 AEROTECH BUS	RB7 F66695R	\$ 40.57
239.	BRAKE REAR ROTORS	2001 FORD F250 TRUCK	RB7 F66823R	\$ 34.70
240.	BRAKE REAR ROTORS	2003 FORD F150 TRUCK	RB7 F66947R	\$ 26.46
241.	BRAKE REAR ROTORS	2003-2011 FORD INTERCEPTOR POLICE	RB7 F680129	
242.	BRAKE REAR ROTORS	2007 FORD F150 TRUCK	RB7 F680182R	
243.	BRAKE REAR ROTORS	2006 FORD F250 TRUCK	RB7 F680394R	\$ 50.95
244.	BRAKE REAR ROTORS	2013 FORD TAURUS POLICE	RB7 F680686R	
245.	BRAKE REAR ROTORS	2000 FORD EXPLORER	RB7 F66565R	\$ 17.07
246.	BRAKE REAR SHOES	2003 FORD TAURUS	FRY BS599R	
247.	BRAKE REAR SHOES	2000 FORD RANGER XCAB	FRY BS705R	
248.	BRAKE REAR SHOES	1998 FORD F150 TRUCK	FRY BS723	
249.	BRAKE SHOE PARKING	2003 FORD F150 TRUCK	RB2 752SG	\$ 17.95
250.	BUSHING RADIUS ARM	2003 FORD E450 AEROTECH BUS	SPI 579-5003	
251.	CAP FUEL	1979 CHEVY G3500 VAN	MTR MGC-800	\$ 5.48
252.	CAP FUEL	1990 FORD F150 TRUCK	MTR MGC-819	\$ 5.33
253.	CAP FUEL	2003-2011 FORD INTERCEPTOR POLICE	MTR MGC-832	\$ 8.16
254.	CAP FUEL	1998 CHEVY VENTURE VAN	MTR MGC-834	\$ 7.81
255.	CAP FUEL	2003-2011 FORD INTERCEPTOR POLICE	MTR MGC-839	\$ 6.56
256.	CAP FUEL	2013 CHEVY CAPRICE POLICE	22944270	
257.	CAP FUEL	2013 FORD TAURUS POLICE	8U5Z-9C268-B	\$ 11.13
258.	CAP FUEL	2013 DODGE CHARGER POLICE	68030940AA	\$ 3.88
259.	CAP OIL	2008 CHEVY C5500 AEROELITE BUS	MTR MO-118	\$ 4.80
260.	CAP OIL	2003 FORD F150 TRUCK	MTR MO-81	\$ 2.80
261.	CAP OIL	2003 FORD F250 TRUCK	MOT EC-743	
262.	CAP RADIATOR	1988 C6500 TRUCK	MTR ST16	\$ 3.99
263.	CAP RADIATOR	2000 FORD RANGER XCAB	MTR T16R	\$ 5.14
264.	CAP RADIATOR	1999 CHEVY S/T10 XCAB	MTR T-16V	\$ 2.66
265.	CAP RADIATOR	2003-2011 FORD INTERCEPTOR POLICE	MTR T38	\$ 2.76
266.	DISTRUBITOR CAP	1999 CHEVY S/T10 XCAB	SMP DR475T	
267.	DISTRUBITOR CAP	1996 FORD F250 TRUCK	SMP FD168	
268.	DISTRUBITOR ROTOR	1999 CHEVY S/T10 XCAB	SMP DR331T	\$ 8.34
269.	DISTRUBITOR ROTOR	1996 FORD F250 TRUCK	SMP FD307T	\$ 2.19
270.	FLARE KIT	2001 STERLING TRUCK	GRT 71422	\$ 19.30
271.	FLASHER	1990 FORD C8000 TRUCK	TRI EL12	\$ 5.50
272.	FLASHER	2005 FORD F250 TRUCK	TRI EP27	\$ 11.82
273.	FLASHER	2003 FORD L7500 TRUCK	TRI EP36	

EXHIBIT A
TBA BID PROPOSAL FOR AUTO PARTS FILTERS

	Description	Vehicle	Part No.	Unit Price
274.	FUEL PUMP	2003-2011 FORD INTERCEPTOR POLICE	MOT PFS 615	
275.	FUEL PUMP	1999 FORD F250 TRUCK	MOT PFS 282	\$ 169.34
276.	FUEL PUMP	2007 FORD F450 TRUCK	CRT P76398M	\$ 169.33
277.	FUEL PUMP	2007 FORD F150 TRUCK	CRT P76335M	\$ 233.38
278.	FUEL PUMP	1999 FORD CROWN VIC	CRT P74868S	\$ 165.81
279.	FUEL PUMP	2013 CHEVY CAPRICE POLICE	19260557	\$ 264.72
280.	FUEL PUMP	2013 FORD TAURUS POLICE	PFS-1031	
281.	FUEL PUMP	2013 DODGE CHARGER POLICE	68159764AA	\$ 208.00
282.	FUEL PUMP	1995 FORD F250 TRUCK	CRT P74108	
283.	FUEL PUMP	2003 FORD EXPEDITION	ATX E2360M	\$ 217.25
284.	FUEL PUMP	2003 FORD CROWN VIC	ATX E2336S	
285.	FUEL PUMP	2000 FORD EXPLORER	ATX E2296S	\$ 157.35
286.	FUEL PUMP	2001 FORD RANGER TRUCK XCAB	ATX E2293M	
287.	FUEL PUMP	2002 FORD F350 TRUCK	ATX E2280M	
288.	FUEL PUMP	2001 FORD F250 TRUCK	ATX E2235M	\$ 169.34
289.	FUEL PUMP	1995 FORD E250 VAN	ATX E2220M	\$ 150.46
290.	FUSE HOLDER	2003 FORD F350 TRUCK	SMP FH-23	
291.	GASKET THERMOSTAT HOUSI	1997 FORD F250 TRUCK	MTR MG50	
292.	GASKET THERMOSTAT HOUSI	2003 FORD TAURUS	MTR MG90	
293.	GASKET EGR VALVE	1999 CHEVY S/T10 XCAB	FEL 70789	\$ 1.24
294.	GASKET EGR VALVE	1999 FORD F250 TRUCK	FEL 70802	\$ 2.09
295.	GASKET EXHAUST PIPE	2004 FORD F150 TRUCK	FEL 61062	\$ 6.47
296.	GASKET INTAKE MANIFOLD	1999 FORD F250 TRUCK	FEL MS92188	
297.	GASKET INTAKE MANIFOLD	1989 FORD F250 TRUCK	FEL MS94176	\$ 4.61
298.	GASKET OIL PAN SET	1989 FORD F350 TRUCK	FEL OS30616R	
299.	GASKET REAR AXLE	2003-2011 FORD INTERCEPTOR POLICE	FEL RDS55341	\$ 4.33
300.	GASKET REAR AXLE	2003 FORD F150 TRUCK	FEL RDS55394	\$ 5.50
301.	GASKET THROTTLE BODY	1999 FORD F250 TRUCK	FEL 61048	\$ 2.42
302.	GASKET WATER OUTLET	2003 FORD TAURUS	FEL 35377	\$ 1.02
303.	GASKET WATER OUTLET	2001 RANGER TRUCK	FEL 35390	\$ 1.05
304.	GASKET WATER OUTLET	2003-2011 FORD INTERCEPTOR POLICE	FEL 35489	\$ 4.30
305.	GASKET WATER OUTLET	2000 FORD EXPLORER	FEL 35617	\$ 1.21
306.	GASKET WATER OUTLET	2006 PONTIAC GRAND PRIX	FEL 35666	\$ 1.85
307.	GASKET INTAKE MANIFOLD	1999 CHEVY S/T10 XCAB	FEL MS95817	
308.	HEADLIGHT SWITCH	1989 FORD F250 TRUCK	SMP DS268T	\$ 13.87
309.	HEADLIGHT SWITCH	2003 FORD E450 AEROTECH BUS	SMP DS531T	
310.	HEATER CORE	2000 FORD F250 TRUCK	PRL394191	\$ 27.60
311.	HEATER CORE	2000 FORD RANGER XCAB	PRL398341	\$ 27.60
312.	HEATER CORE	2002 FORD F150 TRUCK CNG	PRL398343	\$ 27.60

EXHIBIT A
TBA BID PROPOSAL FOR AUTO PARTS FILTERS

	Description	Vehicle	Part No.	Unit Price
313.	HEATER CORE	2008 CHEVY C5500 AEROELITE BUS	PRL398357	
314.	HOSE	1991 FORD F350 TRUCK	DAY 71040	\$ 15.69
315.	HOSE	1991 FORD F350 TRUCK	DAY 71317	\$ 13.79
316.	HOSE	1995 FORD F250 TRUCK	DAY 71732	
317.	HOSE	1995 FORD F250 TRUCK	DAY 71735	\$ 33.44
318.	HOSE	2000 FORD TAURUS	DAY 71937	\$ 28.64
319.	HOSE	2001 FORD F150 TRUCK	DAY 71962	\$ 13.69
320.	HOSE	2001 FORD F150 TRUCK	DAY 71963	
321.	HOSE	1986 CAT 916 LOADER	DAY 76175	
322.	HOSE FUEL INJECTION 5/16	2003 FORD L7500 TRUCK REAR ENGINE	DAY 80089	
323.	HOSE 5/8	2010 ORION VII BUS	DAY 80400	\$ 6.91
324.	HOSE FUEL FILLER	1995 FORD E250 VAN	DAY 80303	
325.	HOSE FUEL LINE 1/2	2008 CHEVY C5500 AEROELITE BUS	DAY 93036	\$ 1.05
326.	HOSE HEATER	1999 4900 INTERNATIONAL TRUCK	DAY 80314	\$ 0.65
327.	HOSE MOLDED HEATER	1999 FORD F250 TRUCK	DAY 87789	
328.	HOSE OIL COOLER	2008 CHEVY C5500 AEROELITE BUS	DAY 80391	\$ 1.86
329.	IDLER ARM ASSEMBLY	2004 FORD F150 TRUCK	SPI 450-1107	
330.	IGNITION COIL	2003 FORD E450 AEROTECH BUS	PWC 420001	\$ 19.00
331.	IGNITION COIL	2006 FORD F250 TRUCK	PWC 420006	
332.	IGNITION COIL	2000 FORD RANGER XCAB	SMP FD488T	\$ 47.57
333.	IGNITION COIL	2004 FORD TAURUS	SMP FD-498	
334.	IGNITION COIL	2013 CHEVY CAPRICE POLICE	12611424	
335.	IGNITION COIL	2013 FORD TAURUS POLICE	DG-520	
336.	IGNITION COIL	2013 DODGE CHARGER POLICE	56029129AF	
337.	IGNITION COP BOOTS	2003-2011 FORD INTERCEPTOR POLICE	PWC 128041	
338.	IGNITION SWITCH	2003 CHEVY MONTE CARLO	SMP US271	
339.	IGNITION SWITCH	2007 FORD F150 TRUCK	SMP US-431	
340.	IGNITION WIRE SET	2005 PONTIAC GRAN PRIX	PWC 116066	\$ 23.54
341.	IGNITION WIRE SET	2008 CHEVY C5500 AEROELITE BUS	PWC 118078	
342.	IGNITION WIRE SET	2000 FORD RANGER XCAB	PWC 126029	\$ 25.22
343.	IGNITION WIRE SET	2004 FORD TAURUS	PWC 126052	\$ 30.26
344.	IGNITION WIRE SET	1989 FORD F350 TRUCK	PWC 128007	
345.	IGNITION WIRE SET	1998 FORD F150 TRUCK	PWC 128024	
346.	INJECTOR	2003 FORD E450 AEROTECH BUS	MOT CM 4980	\$ 77.40
347.	INJECTOR	2006 FORD F250 TRUCK	MOT CM 5138	
348.	INNER TIE ROD END	2003-2011 FORD INTERCEPTOR POLICE	SPI 401-1873	
349.	LEFT OUTER TIE ROD END	2003-2011 FORD INTERCEPTOR POLICE	SPI 401-1874	
350.	LIGHT KIT	ALL TRAILERS	GRT 53082-5	\$ 15.64
351.	LIGHT BULB	ALL VEHICLES	WAG 1142	\$ 1.02

EXHIBIT A
TBA BID PROPOSAL FOR AUTO PARTS FILTERS

	Description	Vehicle	Part No.	Unit Price
352.	LIGHT BULB	ALL VEHICLES	WAG 1156	\$ 0.32
353.	LIGHT BULB	ALL VEHICLES	WAG 1157	\$ 0.27
354.	LIGHT BULB	ALL VEHICLES	WAG 194	\$ 0.30
355.	LIGHT BULB	ALL VEHICLES	WAG 3157	\$ 0.30
356.	LIGHT BULB	ALL VEHICLES	WAG 4537	
357.	LIGHT BULB	ALL VEHICLES	WAG 795	
358.	LIGHT BULB	ALL VEHICLES	WAG 9007	
359.	LIGHT BULB	ALL VEHICLES	WAG 9008	
360.	LIGHT BULB	ALL VEHICLES	WAG 93	\$ 0.81
361.	LIGHT BULB	2003-2011 FORD INTERCEPTOR POLICE	WAG BP1210/H3	
362.	LIGHT DOUBLE BEACON	ALL VEHICLES	GRT 76803	\$ 122.81
363.	LIGHT HEAD	2008 CHEVY IMPALA	WAG BP1255/H11	
364.	LIGHT HEAD	2010 ORION VII BUS	WAG BP1260/H4	\$ 5.85
365.	LIGHT HEAD	2005 ORION VII BUS	WAG H4656	\$ 5.24
366.	LIGHT HEAD	1990 FORD C8000 TRUCK	WAG H6024	\$ 7.10
367.	LIGHT HEAD	2001 INTERNATIONAL TRUCK	WAG H6054	
368.	LIGHT HEAD	1992 CASE W11B LOADER	WAG H9406	\$ 10.62
369.	LIGHT LENS	ALL VEHICLES	GRT 45263	\$ 2.06
370.	LIGHT LENS	ALL VEHICLES	GRT 45812	\$ 1.80
371.	LIGHT LENS	ALL VEHICLES	GRT 45822	\$ 1.89
372.	LIGHT LENS	ALL VEHICLES	GRT 46393-5	
373.	LIGHT LENS	ALL VEHICLES	GRT 46423-5	\$ 4.41
374.	LIGHT LENS	ALL VEHICLES	GRT 46742	\$ 2.02
375.	LIGHT LENS	ALL VEHICLES	GRT 46742-5	
376.	LIGHT LENSE CLEAR	2003 FORD E450 AEROTECH BUS	GRT 62231	\$ 6.57
377.	LIGHT OVAL PUSHIN	ALL VEHICLES	GRT 52892	\$ 4.56
378.	LIGHT PIGTAIL	1992 FORD CF8000 TRUCK	GRT 68130	
379.	LIGHT RED LENSE	2004 FORD E450 VAN	GRT 90203	\$ 0.77
380.	LIGHT REFLECTOR, 2.5, RED,	ALL VEHICLES	GRT 40072-5	\$ 1.87
381.	LIGHT STOP TURN	ALL VEHICLES	GRT 52672	\$ 5.05
382.	LIGHT YELLOW LENSE	2004 FORD E450 VAN	GRT 90202	\$ 0.77
383.	LIGHT YELLOW LENSE	1992 CASE W11B LOADER	GRT 90233	\$ 1.45
384.	OIL PRESSURE SWITCH	1989 FORD F350 TRUCK	SMP PS-240	
385.	PIGTAIL 3 TERM HEADLIGHT PLUG	ALL VEHICLES	PIC 5407PT	
386.	PIGTAIL 4 POLE TRAILER PLUG	ALL TRAILERS	PIC 0712PT	\$ 2.21
387.	PIGTAIL 4 WIRE FLAT	ALL TRAILERS	PICO 712PT	\$ 2.21
388.	PIGTAIL 7 WAY RV WITH 4 WIRE	2002 FORD F150 TRUCK	PIC 6780PT	
389.	PIGTAIL 9004/9007 HEADLIGHT	ALL VEHICLES	PIC 5460PT	\$ 2.50
390.	PIGTAIL FORD IGN COIL	ALL VEHICLES	PIC 5713PT	\$ 3.75

EXHIBIT A
TBA BID PROPOSAL FOR AUTO PARTS FILTERS

	Description	Vehicle	Part No.	Unit Price
391.	RADIATOR	2008 MERCURY MARQUIS	SRD CU2852	\$ 131.66
392.	SEAL DIFF PINION	2003-2011 FORD INTERCEPTOR POLICE	FES 3604	
393.	SEAL DIFF PINION	2013 CHEVY CAPRICE POLICE	92191954	
394.	SEAL DIFF PINION	2013 FORD TAURUS POLICE	8G1Z-4N046-A	\$ 2.68
395.	SEAL DIFF PINION	2013 DODGE CHARGER POLICE	68049798AA	\$ 29.48
396.	SEAL FRONT INNER	2003 FORD F150 TRUCK	FES 4148	\$ 4.11
397.	SEAL FRONT INNER	2003 FORD F150-350 TRUCK	FES 4160	\$ 6.82
398.	SEAL FRONT INNER	ALL TRAILERS	FES 442251	\$ 1.32
399.	SEAL FRONT INNER	1999 CHEVY S/T10 XCAB	FES 4739	\$ 1.43
400.	SEAL FRONT INNER	2005 FORD F550 TRUCK	FES 710454	\$ 32.19
401.	SEAL FRONT INNER	1979 CHEVY G3500 VAN	FES 8974S	\$ 2.37
402.	SEAL FRONT INNER	2000 FORD EXPLORER	FES 9150S	\$ 6.06
403.	SEAL REAR AXLE	2003-2011 FORD INTERCEPTOR POLICE	FES 8660S	\$ 1.72
404.	SEAL REAR AXLE	2002 FORD F150	FES 8835S	\$ 2.12
405.	SEAL REAR INNER	2003 FORD AREOTECH BUS	FES 9864S	\$ 4.90
406.	SEAL WHEEL	2003 FORD F150 TRUCK	NAT 100357	\$ 4.05
407.	SENSOR CRANK	2004 FORD TAURUS	SMP PC321T	\$ 15.00
408.	SENSOR CRANK	2013 CHEVY CAPRICE POLICE	213-3520	
409.	SENSOR CRANK	2013 FORD TAURUS POLICE	DY-1138	\$ 19.76
410.	SENSOR CRANK	2013 DODGE CHARGER POLICE	PC834	
411.	SENSOR FUEL TANK PRESSUR	1999 CROWN VIC	MOT CX 2380	
412.	SENSOR O2	2003 FORD E450 AEROTECH BUS	MOT DY 1040	
413.	SENSOR O2	2013 CHEVY CAPRICE POLICE	12585546	
414.	SENSOR O2	2013 FORD TAURUS POLICE	DY-1153	\$ 62.54
415.	SENSOR THROTTLE POS	1989 F250 TRUCK	SMP TH44T	\$ 34.02
416.	SPARK PLUG	2001 FORD F150 TRUCK	MOT SP 405	
417.	SPARK PLUG	2013 CHEVY CAPRICE POLICE	12621258	
418.	SPARK PLUG	2013 FORD TAURUS POLICE	CYFS-12-YT3	
419.	SPARK PLUG	2013 DODGE CHARGER POLICE	SP143877AA	\$ 13.80
420.	SPARK PLUG	1998 FORD F150 TRUCK	MOT SP 432	
421.	SPARK PLUG	1999 FORD F250 TRUCK	MOT SP 479	
422.	SPARK PLUG	2003-2011 FORD INTERCEPTOR POLICE	MOT SP 493	
423.	SPARK PLUG	2000 FORD RANGER XCAB	MOT SP 500	
424.	SPARK PLUG	2006 FORD F250 TRUCK	MOT SP 515	
425.	STARTER	1991 FORD F350 TRUCK	USA 3185	\$ 40.50
426.	STARTER	2003 FORD E450 AEROTECH BUS	USA 3221	\$ 73.88
427.	STARTER	2013 CHEVY CAPRICE POLICE	12617229	\$ 129.13
428.	STARTER	2013 FORD TAURUS POLICE	SA-973	
429.	STARTER	2013 DODGE CHARGER POLICE	4608801AB	

EXHIBIT A
TBA BID PROPOSAL FOR AUTO PARTS FILTERS

	Description	Vehicle	Part No.	Unit Price
430.	STARTER	1997 SONOMA	USA 6449	\$ 85.50
431.	STARTER	2004 TAURUS	USA 6642	\$ 75.38
432.	STARTER	2001 F150 CNG	USA 6646	
433.	STARTER	2003-2011 FORD INTERCEPTOR POLICE	USA 3267	\$ 73.88
434.	STARTER SOLINOID	1991 FORD F350 TRUCK	SMP SS598T	
435.	SWAY BAR BUSHINGS	2003 FORD E450 AEROTECH BUS	SPI 550-1186	
436.	SWAY BAR LINK	2004 FORD TAURUS	SPI 545-1401	\$ 28.90
437.	SWITCH DIMMER	2003 FORD F150 TRUCK	SMP CBS-1155	
438.	SWITCH ENGINE OIL PRESSUR	2005 FORD F550 BUCKET TRUCK	MOT SW 5267	
439.	SWITCH HEAD LIGHT	2003-2011 FORD INTERCEPTOR POLICE	MOT SW 6709	
440.	SWITCH IGNITION	2003 FORD L7500 TRUCK	SMP US128	
441.	SWITCH IGNITION	2004 FORD F150 TRUCK	MOT SW 6383	
442.	SWITCH TOGGLE	ALL VEHICLES	SMP DS167	
443.	SWITCH TOGGLE	1992 FORD F800F TRUCK	SMP DS-412	
444.	SWITCH TURN SIGNAL	2006 FORD E450 AEROTECH BUS	MOT SW 6523	
445.	SWITCH TURN SIGNAL	2003-2011 FORD INTERCEPTOR POLICE	MOT SW 6524	\$ 119.28
446.	SWITCH TURN SIGNAL	2013 CHEVY CAPRICE POLICE	92177957	
447.	SWITCH TURN SIGNAL	2013 FORD TAURUS POLICE	SW-6987	\$ 54.32
448.	SWITCH TURN SIGNAL	2013 DODGE CHARGER POLICE	1JH95DX9AG	
449.	SWITCH TURN SIGNAL	2003 FORD L7500 TRUCK	SMP DS533	\$ 48.03
450.	SWITCH TURN SIGNAL	2002 FORD CROWN VIC	SMP DS744	\$ 52.28
451.	THERMOSTAT	2006 PONTIAC GRAND PRIX	MTR 203-195	\$ 3.33
452.	THERMOSTAT	1997 FORD F250 TRUCK	MTR 2044-192	\$ 4.90
453.	THERMOSTAT	2003-2011 FORD INTERCEPTOR POLICE	MTR 228-195	\$ 5.40
454.	THERMOSTAT	2003 FORD TAURUS	MTR 244-192	
455.	THERMOSTAT	1999 CHEVY SIT10 XCAB	MTR 265-195	\$ 3.80
456.	THERMOSTAT	2003-2011 FORD INTERCEPTOR POLICE	MTR 265-195	\$ 3.80
457.	THERMOSTAT	2000 FORD EXPLORER	MTR 248-192	\$ 14.00
458.	VALVE IDLE AIR CONTROL	2003 FORD F150 TRUCK	MOT CX 1789	
459.	VALVE PCV	1989 FORD F350 TRUCK	SMP V202	
460.	VALVE PCV	2003 FORD E450 AEROTECH BUS	MOT EV 233	
461.	VALVE PCV	2003 FORD F150 TRUCK	MOT EV 258	\$ 10.67
462.	VALVE PVC	2002 FORD F150 TRUCK	SMP V341	
463.	WATER PUMP	2005 ORION BUS	AW2047	
464.	WATER PUMP	1991 FORD F350 TRUCK	FWP 125-1670	
465.	WATER PUMP	1995 MERCURY MARQUIS	FWP 125-1750	\$ 35.02
466.	WATER PUMP	2013 CHEVY CAPRICE POLICE	1910610	
467.	WATER PUMP	2013 FORD TAURUS POLICE	PW-531	\$ 46.78
468.	WATER PUMP	2013 DODGE CHARGER POLICE	5038668AA	\$ 192.00

EXHIBIT A
TBA BID PROPOSAL FOR AUTO PARTS FILTERS

	Description	Vehicle	Part No.	Unit Price
469.	WATER PUMP	2001 FORD RANGER TRUCK	FWP 125-1850	\$ 40.90
470.	WATER PUMP	2003-2011 FORD INTERCEPTOR POLICE	FWP 125-5970	\$ 38.77
471.	WATER PUMP	2006 PONTIAC GRAND PRIX	FWP 130-1780	\$ 28.42
472.	WIPER BLADES	ALL VEHICLES	ANC RDB16	\$ 2.79
473.	WIPER BLADES	ALL VEHICLES	ANC RDB18	\$ 2.79
474.	WIPER BLADES	ALL VEHICLES	ANC RDB20	\$ 2.79
475.	WIPER BLADES	ALL VEHICLES	ANC RDB22	
476.	WIPER BLADES	ALL VEHICLES	ANC RDB24	
Total for Auto Parts				\$ 9,234.50

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ITEM #	FILTER PART#	DESCRIPTION	Unit Price
483	WIX 51198	Caterpillar Hydraulic	\$ 5.93
484	WIX 51243	Various John Deere Engines + Equipment	\$ 2.95
485	WIX 51259	Dresser, Jacobsen, John Deere, New Holland, Steiger (Hyd. or Trans)	\$ 3.98
486	WIX 51268	Caterpillar 3208 Engine, IHC Trucks, Allison Trans., Volvo Trucks	\$ 2.88
487	WIX 51290	Case, Hitachi, John Deere, Samsung (24X1.5 Male Adapter Attached)	\$ 16.49
488	WIX 51307	Volvo (64-92), Ford Mustang (74-78), Various HD Applications	\$ 2.87
489	WIX 51259	Dresser, Jacobsen, John Deere, New Holland, Steiger (Hyd. or Trans)	\$ 3.98
490	WIX 51106	Various Wisconsin Engines Applications (Male Rolled Threads)	
491	WIX 51290	Case, Hitachi, John Deere, Samsung (24X1.5 Male Adapter Attached)	\$ 16.49
492	WIX 51334	Kubota, Onan, Toro & Yanmar Diesel, Other	\$ 2.95
493	WIX 51348	Various Lawn&Garden, Farm Equip.	\$ 2.46
494	WIX 51356	Chrysler (92-06), Dodge (92-05), Eagle (92-98), Ford Probe (93-97), Mazda	\$ 2.81
495	WIX 51372	Ford/Lincoln/Mercury (91-09), Mazda (00-09), Cadillac STS-V, XLR-V (06-0	\$ 2.66
496	WIX 51394	Atlas-Copco, Briggs&Stratton, Cub Cadet, Generac, John Deere, Kubota, N	\$ 2.66
497	WIX 51410	Ariens, Bolen, IHC, John Deere, Kohler, Toro	\$ 3.86
498	WIX 51418	Case Tractors, Ford Trks, Towmotor	\$ 3.91
499	WIX 51420	Allis-Chalmers, Case, Caterpillar, Hyster (10 Micron)	\$ 4.76
500	WIX 51429	Fiat Allis and Iveco	\$ 20.51
501	WIX 51459	Bussing, Case, Caterpillar, Iveco, Massey-Ferguson, & Perkins Engines	\$ 4.40
502	WIX 51474	Case, Clark, Fiat Allis, Volvo Equipment	\$ 11.13
503	WIX 51494	Various Hydraulic Applications (5 micron)	
504	WIX 51515	Chrysler Family of Cars/Trucks (57-70), Ford Family of Cars/Trucks (57-00)	\$ 2.46
505	WIX 51516	Ford/Lincoln/Mercury (81-09), Chrysler/Jeep/Mitsubishi (02-09)	\$ 2.46
506	WIX 51522	AMC (82-86), Buick (80-11), Cadillac (81-11), Chevrolet, GM (99-12)	\$ 2.82
507	WIX 51552	Universal Hydraulic Applications - (20 Micron) - for 10 micron	
508	WIX 51553	Various Hydraulic Applications - (33 Micron) - for 10 micron version, use 15	\$ 3.45

EXHIBIT A

TBA BID PROPOSAL FOR AUTO PARTS FILTERS

	Description	Vehicle	Part No.	Unit Price
509	WIX 51602	Agco, Case, Consolidated/Cummins 3.9L Engine, I-R, Komatsu, Other		\$ 3.14
510	WIX 51607	Cummins 5.9L "B" Series Eng, Dodge PU w/Diesel Eng. (86-02), Various H		\$ 3.80
511	WIX 51714	Fiat-Allis, Ford, Kubota, Lamborghini Tractors		\$ 6.14
512	WIX 51748	Cummins Engines, Komatsu (Full-Flow/By-Pass)		\$ 19.60
513	WIX 51748XD	Extended Drain Version of 1748HD		\$ 21.67
514	WIX 51759	Various Hydraulic Applications (Hydraulic Version of 1758) (10 Micron)		\$ 8.04
515	WIX 51774	Ford Tractors & Wheel Loaders		\$ 5.35
516	WIX 51784	IHC/Navistar Trucks (75-93), Case, Hitachi		\$ 4.50
517	WIX 51791	Cat, Mack, Volvo (For High Efficiency 100% Glass Media use 51791XE		\$ 5.12
518	WIX 51794	Chevrolet and GMC Trucks (73-93)		\$ 5.29
519	WIX 51798	Caterpillar, Detroit Diesel Engines, Hitachi Excavators, Isuzu H.D. Trucks, M		\$ 5.69
520	WIX 51799	IHC Trucks w/DT466, DT408, DT530 Diesel Engines, Agco Tractors		\$ 13.66
521	WIX 51821	Massey-Ferguson Tractors		\$ 16.68
522	WIX 51826	Ingersoll-Rand Compressors		\$ 7.32
523	WIX 24071	Cooling System Filter/Conditioner - contains 4 units of DCA		\$ 5.69
524	WIX 24073	Cooling System Filter/Conditioner - contains 8 units of DCA chemical condit		\$ 9.40
525	WIX 24074	Cooling System Filter/Conditioner - contains 12 units of DCA conditioner		\$ 11.03
526	WIX 24428	Cooling System Filter/Conditioner for Mack Trucks (To 1977)		\$ 5.04
527	WIX 33011	Various Early Model Imports (1/4 or 5/16 In-Line)		
528	WIX 33032	Construction Equipment, Ford Festiva (88-91), Various Early Model Impo		
529	WIX 33063	GM Family of Cars w/Diesel Engines (78-84)		
530	WIX 33097	Lincoln/Mercury Vehicles w/EFI (83-08) - two standard fuel filter clips p		
531	WIX 33118	Detroit Diesel Engines (75-on) Primary (30 Micron)		\$ 4.51
532	WIX 33121	Detroit Diesel 8.2 Liter Eng. (81-92) Primary (30 Micron)		\$ 4.65
533	WIX 33122	Detroit Diesel 8.2 Liter Eng. (81-92) Secondary (10 Micron)		\$ 3.89
534	WIX 33243	Ford (03-13), Lincoln/Mercury (03-10) - Has 2 Lines		
535	WIX 33296	Ford Trucks + Vans (90-05) (08-13), Mazda Trucks (91-99) (08-11)		
536	WIX 33311	GM Family of Vehicles (92-07)		
537	WIX 33336	Agco, IHC, Case, Galion, Hercules, Komatsu, Thermo King (Secondary) (6 Mic		\$ 6.11
538	WIX 33344	Fiat Allis, Hesston, Hitachi, Iveco		\$ 8.51
539	WIX 33352	Caterpillar, Komatsu, Nissan, Other (6 Micron) - (2 Micron version is 33528)		\$ 4.24
540	WIX 33357	Case, Consolidated/Cummins Engines (12 Micron)		\$ 5.14
541	WIX 33358	Case, Cummins, Deutz, Perkins, Volvo (10 Micron) If drain is needed use 33472		\$ 4.08
542	WIX 33367	Thermo-King Ref. Units - Primary (32 Micron)		\$ 4.12
543	WIX 33369	Caterpillar, John Deere, Other - (Glass Case - F/W Separator - 10 micron)		\$ 9.96
544	WIX 33370	John Deere + Other Farm Applications (Glass Case - 5 micron)		\$ 5.93
545	WIX 33392	Kolher, Onan, Toro (14 Micron)		\$ 13.95
546	WIX 33393	Hino, Isuzu, Mitsubishi, Nissan, Toyota Diesel Trucks (Secondary) (10 Micron)		\$ 4.86
547	WIX 33409	Ford Ranger (00-03), Mazda Trucks (00-04)		
548	WIX 33424	Ford (02-13), Lincoln (07-13), Mercury, Mazda (02-10) - Has 3 Lines		
549	WIX 33472	Audi, Volkswagen, Volvo (79-85), Cummins, Deutz, IHC, Other - w/Drain (10 Micron).		\$ 6.10
550	WIX 33481	GM Models (82-08), Jaguar (97-09), Land Rover (99-04)		
551	WIX 33536	Various John Deere Equipment (30 Micron)		\$ 14.18
552	WIX 33546	CAT Equipment, Bandit, I-R, Melroe Bobcat		\$ 10.30
553	WIX 33547	Cat Equipment, Bandit, Melroe Bobcat, New Holland,		\$ 8.71

EXHIBIT A
TBA BID PROPOSAL FOR AUTO PARTS FILTERS

	Description	Vehicle	Part No.	Unit Price
554	WIX 33583	Element for Racor 120A or 140R Fuel Assembly (10 micron) - fits vario		\$ 7.50
555	WIX 33587	Mack 12L E-Tech Engine (Secondary)		\$ 8.17
556	WIX 33588	Mack 12L E-Tech Engine (Primary)		\$ 6.47
557	WIX 33595	Ford, Lincoln, Mercury (98-13), Jaguar S-Type (01-08)		
558	WIX 33626	Caterpillar 3116, 3126, 3126B & 3126E Engines		\$ 6.54
559	WIX 33638	Various Caterpillar Equipment, Hino Trucks		\$ 9.90
560	WIX 33682	Cummins QSB 6.7L Diesel, New Holland, Case, Hyundai, Other		\$ 9.30
561	WIX 33722	Cummins Engines		\$ 7.34
562	WIX 33732	Cummins QSC, QSL Tier 3 Engines - has drain and sensor plug-in		\$ 16.50
563	WIX 42126	Allis-Chalmers, Case, Clark, Hyster, IHC, John Deere, Joy, Massey Fer		\$ 9.78
564	WIX 42253	IHC Trucks, Ag-Chem, Other (Outer used w/42254)		\$ 22.87
565	WIX 42254	(Inner used w/42253 outer)		\$ 15.63
566	WIX 42276	Various HD Equipment (Outer used w/42456 or 46263)		\$ 9.86
567	WIX 42868	Allis-Chalmers, Case, Daewoo, IHC, JCB, John Deere, Kobelco, Oliver (Outer used w/46		\$ 17.88
568	WIX 42961	GMC, IHC, Kenworth, Mack Trucks, Crane Carrier		\$ 27.89
569	WIX 42985	Cat, Komatsu, John Deere, New Holland, Kubota (Inner used w/46438 outer)		\$ 8.19
570	WIX 46281	Ford Trucks, GMC Trucks, Buses (81-93)		\$ 24.63
571	WIX 46418	Ford Cars & Trucks (95-13)		\$ 8.01
572	WIX 46433	Various Ford, GM, Sterling Medium-Duty Trks, Kenworth, John Deere, Other (Outer use		\$ 17.26
573	WIX 46438	Cat, Komatsu, Kohler, Kubota, Ford/New Holland, John Deere, Vermeer, Yanmar - (Oute		\$ 10.67
574	WIX 46449	Ditchwitch, Briggs&Stratton, John Deere Gators, Mowers, Kawasaki Mules, Komatsu, C		\$ 7.77
575	WIX 46475	Caterpillar Equipment (Inner used w/46474)		\$ 18.81
576	WIX 46506	GMC Tilt-Cab Trks, Isuzu NPR, Mitsubishi Fuso		\$ 22.61
577	WIX 46522	Allis-Chalmers, Case, Caterpillar, Fiat-Allis, IHC, JCB, Koehring, Massey Ferguson, New		\$ 11.51
578	WIX 46530	Ford Tractors, I-R, New Holland (Outer used w/46531)		\$ 20.29
579	WIX 46556	Freightliner, IHC, Volvo/White, Sterling Trks (Outer used w/46628)		\$ 32.70
580	WIX 46562	Atlas-Copco, Case, Cat, I-R, John Deere, M-F, New Holland, Other (Out		\$ 17.91
581	WIX 46569	Inner used w/46562 or 49993 outer		\$ 10.06
582	WIX 46644	Bedford, Foden, ERF Trucks		\$ 29.69
583	WIX 46652	New Holland, Ford, MF Tractors (Outer used w/46672)		\$ 14.60
584	WIX 46664	John Deere Tractors, GMC Tilt Cab Trks, Kenworth, Sterling (Outer use		\$ 26.54
585	WIX 46672	(Inner used w/46671 or 46652)		\$ 10.79
586	WIX 46761	Agco, Cat, Hyster, John Deere, New Holland, Volvo (Outer used w/46766)		\$ 25.56
587	WIX 46766	Case, Cat, I-R, JCB, John Deere, Komatsu, New Holland, Volvo (Inner used w/46708, 46		\$ 12.99
588	WIX 46770	Terex, Cat, Case, Hitachi, Komatsu, Volvo Equipment (Outer used w/46771) - contains p		\$ 44.80
589	WIX 46771	AG-Chem, Terex, Volvo Equipment (Inner used w/46770)		\$ 27.30
590	WIX 46804	Ford/Lincoln Trks + SUVs w/ 5.4L Engine (04-09)		\$ 10.37
591	WIX 46845	Ford Trucks w/ 6.6L, 7.8L Diesel Engines		\$ 17.77
592	WIX 46907	Chev/GMC Topkick, Kodiak, C Series Medium Duty Trucks		\$ 20.58
593	WIX 49087	Onan Generator		\$ 3.67
594	WIX 49136	Ford Super Duty PU w/ V10 6.8L Engine (05-07)		\$ 8.90
595	WIX 49168	Fits OptiAir 500 Series Air Filter Housing - Outer Air Filter used w/ 49167 inner		\$ 12.03
596	WIX 57060	Various Buick, Chevrolet, GM, Hummer, Saturn, Saab, Dodge, Chrysler, Je		\$ 2.46
597	WIX 57075	Case, New Holland Tractors		\$ 7.00
598	WIX 57084	Various Cat Equipment		\$ 39.68

EXHIBIT A
TBA BID PROPOSAL FOR AUTO PARTS FILTERS

	Description	Vehicle	Part No.	Unit Price
599	WIX 57098	Case, Kubota, Ford/New Holland Tractors		\$ 13.20
600	WIX 57099	Chev/GMC Trks + Vans w/ 7.4L, 8.1L (99-07)		\$ 3.37
601	WIX 57106	Caterpillar Forklifts, Skidsteers, Mitsubishi, Terex, Other		\$ 5.46
602	WIX 57116	Caterpillar, Ford, New Holland Loaders		\$ 5.64
603	WIX 57181	Case, Toyota, Komatsu, Cummins, Other		\$ 7.03
604	WIX 57182	Apache, Case, Cummins B Series Engines, Freightliner, Komatsu, Oth		\$ 5.56
605	WIX 57203	Various Ford, Mercury (03-12), Mazda (03-12)		\$ 2.69
606	WIX 57230	Heil, Schroeder Hydraulics		\$ 58.89
607	WIX 57312	Ford Trucks w/ 6.0L Diesel Engine (03-07), 6.4L Diesel (08-10)		\$ 10.33
608	WIX 57398	Various Onan Applications		\$ 4.21
609	WIX 57408	Various Equipment		\$ 19.77
610	WIX 57502	Ford, Lincoln, Mercury, Mazda (09-13)		\$ 2.72
611	WIX 57702	Ford Trucks + Vans w/ 5R Transmissions (03-10) - replaces cartridge By-Pass Element		\$ 7.75
612	WIX 57703	Centrifugal Lube Cartridge for Mack Engines		\$ 13.62
613	WIX 57740XE	Allison 3000/4000 Series Transmission w/ 4" or 6" Sump - includes 2 e		\$ 38.46
614	WIX 57794	New Holland TL, TN Series Tractors		\$ 14.03
615	WIX 57899	Various Dodge, Chrysler, Jeep (08-13)		\$ 2.11
616	WIX 58624	Ford Trucks + Vans w/ 5R110W (up to 5-20-07), 4R100 Transmissions (\$ 9.18
617	WIX 58815	Ford, Mercury Vehicles w/ AX4N, AX4S Trans (96-07)		\$ 8.25
618	WIX 58892	Allison Transmission MT640, MT644, MT650, MT653DR Filter Kit (77-92		\$ 19.72
619	WIX 58955	Ford, Mercury Vehicles w/ AODE, 4R70W, 4R75W Trans (94-12)		\$ 8.28
620	WIX 58967	Ford Trucks + Vans w/E40D, 4R100 2WD Trans. (89-06)		\$ 11.08
Total for Filters				\$ 1,377.40



**AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
NAPA AUTO PARTS
for
AUTO PARTS AND SUPPLIES
CONTRACT NO. 13-111**

THIS AGREEMENT is made this 14th day of January, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **NAPA AUTO PARTS**, a California Corporation, hereinafter referred to as "SUPPLIER."

WITNESSETH:

WHEREAS, CITY has a need for auto parts and supplies, on an as needed basis for Municipal Services Fleet Maintenance Division; and

WHEREAS, items purchased include automotive turn-up parts, repair parts, filters, accessories and automotive supplies; and

WHEREAS, SUPPLIER 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: SUPPLIER 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 attached hereto as Exhibit A. SUPPLIER shall provide Services that are acceptable to CITY.

2. PERSONNEL AND EQUIPMENT: SUPPLIER shall provide all personnel needed to accomplish the Services hereunder. SUPPLIER shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as SUPPLIER 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. ESTIMATED QUANTITY: The quantities indicated are approximate annual quantities base on past experience and expected future need. Quantities may be increased or decreased depending on actual need during the contract term; however, no price adjustments will be allowed as a result of a reduction in the quantity purchased.

5. COMPENSATION: CITY agrees to pay SUPPLIER 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 SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Fifteen Thousand and No/100^{ths} Dollars (\$15,000.00). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: SUPPLIER 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 SUPPLIER 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 SUPPLIER 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.

6. 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 January 15, 2014 and ending January 14, 2015, subject to CITY's availability of funds.

7. INSURANCE: SUPPLIER shall not commence work under this Agreement until SUPPLIER has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall SUPPLIER allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. SUPPLIER 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 SUPPLIER, 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 (at least as broad as CG 20 10

for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

(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) SUPPLIER 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 SUPPLIER, 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 SUPPLIER's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, SUPPLIER's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of SUPPLIER'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 SUPPLIER 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) Automobile Insurance: SUPPLIER shall furnish CITY with proof of automobile

liability coverage and a valid California driver license.

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

(g) Verification of Coverage: SUPPLIER 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 SUPPLIER'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.

(h) Waiver of Subrogation: SUPPLIER hereby agrees to waive subrogation which any insurer of SUPPLIER may acquire from SUPPLIER 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 SUPPLIER, its agents, employees, independent contractors and subcontractors. SUPPLIER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(i) Subcontractors: SUPPLIER 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.

8. INDEMNIFICATION: SUPPLIER 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 SUPPLIER, 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.

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

SUPPLIER, 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.

SUPPLIER shall determine the method, details and means of performing the work and services to be provided by SUPPLIER under this Agreement. SUPPLIER 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 SUPPLIER in fulfillment of this Agreement. SUPPLIER has control over

the manner and means of performing the services under this Agreement. SUPPLIER is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, SUPPLIER has the responsibility for employing other persons or firms to assist SUPPLIER in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by SUPPLIER, such persons shall be entirely and exclusively under the direction, supervision, and control of SUPPLIER. 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 SUPPLIER.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the SUPPLIER or SUPPLIER'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 SUPPLIER must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of SUPPLIER'S personnel.

As an independent contractor, SUPPLIER 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.

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

11. 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 SUPPLIER, (2) legal dissolution of SUPPLIER, or (3) death of key principal(s) of SUPPLIER.

(b) Termination by CITY for Default of SUPPLIER. Should SUPPLIER 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 SUPPLIER. 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 SUPPLIER, dishonesty or theft.

(c) Termination by SUPPLIER for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option SUPPLIER 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 SUPPLIER, willful destruction of SUPPLIER's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay SUPPLIER all or any part of the payments set forth in this Agreement on the date due, at its option SUPPLIER may terminate this Agreement if the failure is not remedied within thirty (30) days after SUPPLIER 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 SUPPLIER'S Tax Status. If CITY determines that SUPPLIER 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 SUPPLIER. 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, SUPPLIER 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, SUPPLIER shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of SUPPLIER'S work on the project. Further, if CITY so requests, and at CITY's cost, SUPPLIER 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 SUPPLIER 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 SUPPLIER, SUPPLIER understands and agrees that CITY may, in CITY's sole discretion, refuse to pay SUPPLIER for that portion of SUPPLIER'S services which were performed by SUPPLIER on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

13. NONDISCRIMINATION: In connection with the execution of this Agreement, SUPPLIER shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. SUPPLIER 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. SUPPLIER 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, SUPPLIER shall comply with the provisions of Section 1735 of the California Labor Code.

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

15. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. SUPPLIER 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. SUPPLIER specifically acknowledges that in entering into and executing this Agreement, SUPPLIER relies solely upon the provisions contained in this Agreement and no others.

16. OBLIGATIONS OF SUPPLIER: Throughout the term of this Agreement, SUPPLIER shall possess, or secure all licenses, permits, qualifications and approvals legally required to

conduct business. SUPPLIER 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. SUPPLIER 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.

17. 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 SUPPLIER for purposes other than this contract without the express prior written consent of CITY.

18. NEWS AND INFORMATION RELEASE: SUPPLIER 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.

19. INTEREST OF SUPPLIER: SUPPLIER 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. SUPPLIER warrants that, in performance of this Agreement, SUPPLIER shall not employ any person having any such interest. SUPPLIER 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.

20. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or SUPPLIER 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 SUPPLIER may incur in performing such additional services, and SUPPLIER shall not be required to perform any such additional services.

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

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

23. 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.

24. 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.

25. 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 SUPPLIER'S charges to CITY under this Agreement.

SUPPLIER 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 SUPPLIER services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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

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

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

29. CITY BUSINESS LICENSE: SUPPLIER will have a City of Turlock business license.

30. ASSIGNMENT: This Agreement is binding upon CITY and SUPPLIER and their successors. Except as otherwise provided herein, neither CITY nor SUPPLIER 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: SUPPLIER shall maintain adequate records to permit inspection and audit of SUPPLIER's time and material charges under this Agreement. SUPPLIER shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

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

33. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: SUPPLIER 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.*

34. 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 SUPPLIER: NAPA AUTO PARTS
ATTENTION: BRANDON KAMPLAIN
2313 N. WALNUT ROAD
TURLOCK, CA 95380
PHONE: (209) 532-1021
FAX: (209) 632-0735
EMAIL: bkamplain@gmail.com

for CITY: CITY OF TURLOCK
ATTN: LARRY GILLEY, UTILITIES MANAGER
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4442
FAX: (209) 668-5695
EMAIL: lgilley@turlock.ca.us

35. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to SUPPLIER thirty (30) days prior to the expiration of this Agreement. On each anniversary date, SUPPLIER 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 SUPPLIER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

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

NAPA AUTO PARTS

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

Print name: _____

By: _____
Phaedra A. Norton, City Attorney

Date: _____

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT A

NAPA AUTO PARTS PROPOSAL FOR AUTO PARTS

	Description	Part No.	Unit Price
1.	A/C ACCUMLATOR	MOT YF 3620	\$ 53.32
2.	A/C ACCUMLATOR W/HOSE	FOU 83021	
3.	A/C ACCUMLATOR W/HOSE	FOU 55308	
4.	A/C ACCUMULATOR	FOU 68185	
5.	A/C ACCUMULATOR	FOU 33189	
6.	A/C ACCUMULATOR ASSEMBLY	D15 15-10728	\$ 47.44
7.	A/C AIR DOOR ACTUATOR	SMP J04004	\$ 30.79
8.	A/C AIR DOOR ACTUATOR	DOR 604-208	
9.	A/C AIR DOOR ACTUATOR	MOT YH 1762	\$ 30.79
10.	A/C AIR DOOR ACTUATOR	D15 15-72973	
11.	A/C BLOWER MOTOR	FOU 35016	
12.	A/C BLOWER MOTOR	FOU 35344	
13.	A/C BLOWER SWITCH	SMP HS-229	\$ 8.92
14.	A/C BLOWER SWITCH	MOT YH 1450	
15.	A/C CLUTCH CYCLING SW	MOT YH 1462	\$ 11.71
16.	A/C CLUTCH CYCLING SW	MOT YH 1672	
17.	A/C COMPRESSOR	D15 15-21471	\$ 311.38
18.	A/C COMPRESSOR	YCC-305	n/a
19.	A/C COMPRESSOR	RL028917AC	n/a
20.	A/C COMPRESSOR	FOU 58124	
21.	A/C COMPRESSOR	FOU 58129	
22.	A/C COMPRESSOR	FOU 58152	
23.	A/C COMPRESSOR	92266821	n/a
24.	A/C COMPRESSOR	FOU 83044	
25.	A/C COMPRESSOR	FOU 58168	\$ 164.68
26.	A/C COMPRESSOR	FOU 58947	
27.	A/C CONDENSOR	GPD 3557C	\$ 99.89
28.	A/C CONTROL HEAD	D15 15-72891	
29.	A/C CONTROL HEAD	DOR 599-030	
30.	A/C COOLING FAN RELAY	MOT RR 28	\$ 11.53
31.	A/C ELECTRIC FAN	MOT RF 272	\$ 171.20
32.	A/C ELECTRIC FAN	92251641	n/a
33.	A/C ELECTRIC FAN	RF-281	n/a
34.	A/C ELECTRIC FAN	68050129AA	n/a
35.	A/C HIGH PRESSURE SWITCH	FOU 35961	
36.	A/C HOSE	MOT YF 3223	
37.	A/C MANIFOLD HOSE	MOT YF 3577	\$ 105.98
38.	A/C OIL 8 OZ PAG 46	FOU 59007	
39.	A/C ORFICE TUBE	FOU 38623	
40.	A/C ORFICE TUBE	FOU 38635	
41.	A/C ORFICE TUBE	FOU 38639	
42.	A/C ORFICE TUBE	MOT YG 345	\$ 1.92
43.	A/C RESISTOR ASM BLOWER	D15 1580571	\$ 27.10

EXHIBIT A

NAPA AUTO PARTS PROPOSAL FOR AUTO PARTS

	Description	Part No.	Unit Price
44.	A/C VALVE CORE	FOU 59356	\$ 2.28
45.	ALTERNATOR	USA 507150	
46.	ALTERNATOR	USA 606460	
47.	ALTERNATOR	92258220	n/a
48.	ALTERNATOR	GL-8666	\$ 239.99
49.	ALTERNATOR	4801834AB	\$ 167.25
50.	ALTERNATOR	USA 6642	
51.	ALTERNATOR	USA 71273	
52.	ALTERNATOR	USA 7127SE	\$ 39.69
53.	ALTERNATOR	USA 7776	
54.	ALTERNATOR	USA 7795	
55.	ALTERNATOR	USA 7797	
56.	ALTERNATOR	USA 7798	
57.	ALTERNATOR	USA 8231-5	
58.	ALTERNATOR	USA 8268	
59.	ALTERNATOR	USA 8306	
60.	ALTERNATOR	USA 8310	
61.	ALTERNATOR	USA A3026	
62.	AXLE SHAFT	DOR 630-215	
63.	BALL LOWER JOINT	SPI 505-1160	\$ 19.48
64.	BALL LOWER JOINT	SPI 505-1133	\$ 21.73
65.	BALL UPPER JOINT	SPI 500-1074	\$ 15.04
66.	BATTERY	D7-24A	
67.	BATTERY	D7-26A	
68.	BATTERY	D7-58A	
69.	BATTERY	D7-65A	
70.	BATTERY	48PG	
71.	BATTERY	BXT-65-750	
72.	BATTERY	BB0H7730AA	
73.	BATTERY	D7-75DT6YR	\$ 69.82
74.	BATTERY	D7-75DTPS	\$ 69.82
75.	BATTERY	D7-78A	
76.	BATTERY	D7-845A	
77.	BATTERY	D7-8DHD	
78.	BATTERY	D7-ACD24-60	
79.	BATTERY	D7-ACD31TP	
80.	BATTERY	D7-ACD31TS	
81.	BATTERY	D7-M27MF	
82.	BEARING REPAIR AXLE	NAT RP 6408	\$ 14.44
83.	BEARING TAPER CONE	NAT LM603012	
84.	BEARING TAPER CONE	NAT LM603049	
85.	BEARING TAPER CONE	NAT M802048	
86.	BEARING TAPER CONE	NAT M88010	

EXHIBIT A
NAPA AUTO PARTS PROPOSAL FOR AUTO PARTS

	Description	Part No.	Unit Price
87.	BEARING TAPER CONE	NAT M88048	
88.	BEARING TAPER CUP	NAT M802011	
89.	BELT	DAY 15355	
90.	BELT	92244381	
91.	BELT	92067442	
92.	BELT	JK4-377-BA	
93.	BELT	JK6-455-C	
94.	BELT	53013676AC	
95.	BELT	DAY 15370	
96.	BELT	DAY 15375	
97.	BELT	DAY 15465	
98.	BELT	DAY 15700	
99.	BELT	DAY 17340	
100.	BELT	DAY 17520	
101.	BELT	DAY 17540	
102.	BELT	DAY 17548	
103.	BELT	DAY 17650	
104.	BELT	DAY 17655	
105.	BELT	DAY 17700	
106.	BELT	DAY 17710	
107.	BELT	DAY 17730	
108.	BELT	DAY 5040275	
109.	BELT	DAY 5060705	
110.	BELT	DAY 5060855	
111.	BELT	DAY 5060868	
112.	BELT	DAY 5060883	\$ 30.08
113.	BELT	DAY 5060905	
114.	BELT	DAY 5060915	
115.	BELT	DAY 5060918	
116.	BELT	DAY 5060923	
117.	BELT	DAY 5060960	
118.	BELT	DAY 5060990	
119.	BELT	DAY 5061000	
120.	BELT	DAY 5061020	
121.	BELT	DAY 5061093	
122.	BELT	DAY 5061203	
123.	BELT	DAY 5080515	
124.	BELT	DAY 5080645	
125.	BELT	DAY 5080700	
126.	BELT	DAY 5080775	
127.	BELT	DAY 5080990	
128.	BELT	DAY AP31	
129.	BELT	DAY AP55	

EXHIBIT A

NAPA AUTO PARTS PROPOSAL FOR AUTO PARTS

	Description	Part No.	Unit Price
130.	BELT	DAY BP114	
131.	BELT	DAY BP116	
132.	BELT	DAY BP55	
133.	BELT	DAY BP61	
134.	BELT	DAY BP74	
135.	BELT	DAY BP75	
136.	BELT	DAY HP2030	\$ 30.36
137.	BELT	DAY L437	
138.	BELT	DAY L438	
139.	BELT	DAY L447	
140.	BELT	DAY RB552	\$ 24.30
141.	BRAKE CYLINDER MASTER	RB3 MC390337	
142.	BRAKE CYLINDER MASTER	RB3 MC390565	\$ 82.54
143.	BRAKE CYLINDER MASTER	RB3 MC39634	\$ 30.43
144.	BRAKE CYLINDER MASTER	RB3 MC39635	\$ 31.91
145.	BRAKE FRONT PADS	RB2 PGD1611C	
146.	BRAKE FRONT PADS	RB2 ATD1058P	\$ 35.89
147.	BRAKE FRONT PADS	RB2 ATD1404P	\$ 35.89
148.	BRAKE FRONT PADS	RB2 ATD748P	\$ 30.15
149.	BRAKE FRONT PADS	RB2 ATD931P	
150.	BRAKE FRONT PADS	RB2 PGD1012M	
151.	BRAKE FRONT PADS	RB2 PGD1066M	
152.	BRAKE FRONT PADS	RB2 PGD1069M	\$ 31.59
153.	BRAKE FRONT PADS	RB2 PGD1070C	
154.	BRAKE FRONT PADS	RB2 PGD1075C	
155.	BRAKE FRONT PADS	RB2 PGD1083M	
156.	BRAKE FRONT PADS	RB2 PGD1084M	\$ 31.59
157.	BRAKE FRONT PADS	RB2 PGD1159C	
158.	BRAKE FRONT PADS	RB2 PGD1278M	
159.	BRAKE FRONT PADS	RB2 PGD1333M	
160.	BRAKE FRONT PADS	RB2 PGD1508C	
161.	BRAKE FRONT PADS	RB2 PGD153M	\$ 21.53
162.	BRAKE FRONT PADS	RB2 PGD154M	
163.	BRAKE FRONT PADS	RB2 PGD598C	
164.	BRAKE FRONT PADS	RB2 PGD598M	
165.	BRAKE FRONT PADS	RB2 PGD652M	\$ 28.72
166.	BRAKE FRONT PADS	RB2 PGD655M	\$ 32.68
167.	BRAKE FRONT PADS	RB2 PGD679M	
168.	BRAKE FRONT PADS	RB2 PGD702M	\$ 34.46
169.	BRAKE FRONT PADS	RB2 PGD824M	\$ 28.72
170.	BRAKE FRONT PADS	RB2 PGD833M	
171.	BRAKE FRONT PADS	RB2 PGD869M	\$ 30.15
172.	BRAKE FRONT PADS	FRY D699C	

EXHIBIT A

NAPA AUTO PARTS PROPOSAL FOR AUTO PARTS

	Description	Part No.	Unit Price
173.	BRAKE FRONT ROTORS	RB7 580676P	\$ 51.92
174.	BRAKE FRONT ROTORS	RB7 680110P	\$ 42.62
175.	BRAKE FRONT ROTORS	RB7 680982P	\$ 55.87
176.	BRAKE FRONT ROTORS	RB7 780256P	\$ 37.97
177.	BRAKE FRONT ROTORS	RB7 F5010R	
178.	BRAKE FRONT ROTORS	RB7 F56641R	
179.	BRAKE FRONT ROTORS	RB7 F56757R	
180.	BRAKE FRONT ROTORS	RB7 F580188R	
181.	BRAKE FRONT ROTORS	RB7 F580403R	
182.	BRAKE FRONT ROTORS	RB7 F66529R	
183.	BRAKE FRONT ROTORS	RB7 F66565R	
184.	BRAKE FRONT ROTORS	RB7 F66597R	
185.	BRAKE FRONT ROTORS	RB7 F66654R	
186.	BRAKE FRONT ROTORS	RB7 F66671R	
187.	BRAKE FRONT ROTORS	RB7 F66672R	
188.	BRAKE FRONT ROTORS	RB7 F66744R	
189.	BRAKE FRONT ROTORS	RB7 F66749R	
190.	BRAKE FRONT ROTORS	RB7 F66785R	
191.	BRAKE FRONT ROTORS	RB7 F680178R	
192.	BRAKE FRONT ROTORS	RB7 F680219R	
193.	BRAKE FRONT ROTORS	RB7 F680282R	
194.	BRAKE FRONT ROTORS	RB7 F680640R	\$ 77.49
195.	BRAKE FRONT ROTORS	RB7 F680754R	\$ 32.54
196.	BRAKE FRONT ROTORS	RB7 F680758R	
197.	BRAKE FRONT ROTORS	RB7 F76683R	
198.	BRAKE PADS REAR	RB2 ATD1612P	
199.	BRAKE PADS REAR	RB2 ATD1040AP	\$ 35.89
200.	BRAKE PADS REAR	RB2 ATD1057AP	\$ 34.46
201.	BRAKE PADS REAR	RB2 ATD1352P	\$ 35.89
202.	BRAKE PADS REAR	RB2 ATD1377SV	
203.	BRAKE PADS REAR	RB2 PGD1068M	\$ 31.59
204.	BRAKE PADS REAR	RB2 PGD1279M	\$ 31.59
205.	BRAKE PADS REAR	RB2 PGD1330M	\$ 43.07
206.	BRAKE PADS REAR	RB2 PGD698C	
207.	BRAKE PADS REAR	RB2 PGD711M	\$ 28.72
208.	BRAKE PADS REAR	RB2 PGD757M	\$ 31.59
209.	BRAKE PADS REAR	RB2 PGD411M	\$ 43.07
210.	BRAKE PADS REAR	RB2 PGD667M	\$ 28.72
211.	BRAKE PADS REAR	RB2 PGD714M	\$ 26.57
212.	BRAKE PADS REAR	RB2 PGD999C	
213.	BRAKE PADS REAR	FRY D698C	
214.	BRAKE REAR CALIPER	RB3 FRC12047	
215.	BRAKE REAR CALIPER	RB3 FRC7023	

EXHIBIT A

NAPA AUTO PARTS PROPOSAL FOR AUTO PARTS

	Description	Part No.	Unit Price
216.	BRAKE REAR CALIPER	RB3 FRG7024	
217.	BRAKE FRONT CALIPER	922257986	n/a
218.	BRAKE FRONT CALIPER	92257987	n/a
219.	BRAKE REAR CALIPER	92290986	n/a
220.	BRAKE REAR CALIPER	92290970	n/a
221.	BRAKE FRONT CALIPER	BRCF208	n/a
222.	BRAKE FRONT CALIPER	BRCF209	n/a
223.	BRAKE REAR CALIPER	BRCF-280	n/a
224.	BRAKE REAR CALIPER	BRCF-281	n/a
225.	BRAKE FRONT CALIPER	5137670AB	n/a
226.	BRAKE FRONT CALIPER	5137671AB	n/a
227.	BRAKE REAR CALIPER	5142564AB	n/a
228.	BRAKE REAR CALIPER	5142565AB	n/a
229.	BRAKE REAR DRUMS	RB7 F9498R	
230.	BRAKE REAR DRUMS	RB7 F9626	
231.	BRAKE REAR DRUMS	RB7 F9712R	
232.	BRAKE REAR ROTORS	RB7 680983P	\$ 36.40
233.	BRAKE REAR ROTORS	RB7 580724P	\$ 51.92
234.	BRAKE REAR ROTORS	RB7 780395P	\$ 36.80
235.	BRAKE REAR ROTORS	RB7 F56629R	
236.	BRAKE REAR ROTORS	RB7 F56851R	
237.	BRAKE REAR ROTORS	RB7 F580171R	
238.	BRAKE REAR ROTORS	RB7 F66695R	
239.	BRAKE REAR ROTORS	RB7 F66823R	
240.	BRAKE REAR ROTORS	RB7 F66947R	
241.	BRAKE REAR ROTORS	RB7 F680129	\$ 29.44
242.	BRAKE REAR ROTORS	RB7 F680182R	
243.	BRAKE REAR ROTORS	RB7 F680394R	
244.	BRAKE REAR ROTORS	RB7 F680686R	
245.	BRAKE REAR ROTORS	RB7 F66565R	
246.	BRAKE REAR SHOES	FRY BS599R	
247.	BRAKE REAR SHOES	FRY BS705R	
248.	BRAKE REAR SHOES	FRY BS723	
249.	BRAKE SHOE PARKING	RB2 752SG	
250.	BUSHING RADIUS ARM	SPI 579-5003	\$ 11.45
251.	CAP FUEL	MTR MGC-800	
252.	CAP FUEL	MTR MGC-819	
253.	CAP FUEL	MTR MGC-832	
254.	CAP FUEL	MTR MGC-834	
255.	CAP FUEL	MTR MGC-839	
256.	CAP FUEL	22944270	
257.	CAP FUEL	8U5Z-9C268-B	n/a
258.	CAP FUEL	68030940AA	n/a

EXHIBIT A
NAPA AUTO PARTS PROPOSAL FOR AUTO PARTS

	Description	Part No.	Unit Price
259.	CAP OIL	MTR MO-118	
260.	CAP OIL	MTR MO-81	
261.	CAP OIL	MOT EC 743	
262.	CAP RADIATOR	MTR ST16	
263.	CAP RADIATOR	MTR T16R	
264.	CAP RADIATOR	MTR T-16V	
265.	CAP RADIATOR	MTR T38	
266.	DISTRUBITOR CAP	SMP DR475T	\$ 24.71
267.	DISTRUBITOR CAP	SMP FD168	\$ 9.47
268.	DISTRUBITOR ROTOR	SMP DR331T	
269.	DISTRUBITOR ROTOR	SMP FD307T	
270.	FLARE KIT	GRT 71422	
271.	FLASHER	TRI EL12	
272.	FLASHER	TRI EP27	
273.	FLASHER	TRI EP36	
274.	FUEL PUMP	MOT PFS 615	\$ 180.50
275.	FUEL PUMP	MOT PFS 282	
276.	FUEL PUMP	CRT P76398M	
277.	FUEL PUMP	GRT P76335M	
278.	FUEL PUMP	CRT P74868S	
279.	FUEL PUMP	19260557	n/a
280.	FUEL PUMP	PFS-1031	n/a
281.	FUEL PUMP	68159764AA	n/a
282.	FUEL PUMP	CRT P74108	\$ 104.69
283.	FUEL PUMP	ATX E2360M	
284.	FUEL PUMP	ATX E2336S	
285.	FUEL PUMP	ATX E2296S	
286.	FUEL PUMP	ATX E2293M	\$ 155.48
287.	FUEL PUMP	ATX E2280M	\$ 167.19
288.	FUEL PUMP	ATX E2235M	
289.	FUEL PUMP	ATX E2220M	
290.	FUSE HOLDER	SMP FH-23	\$ 21.48
291.	GASKET THERMOSTAT HOUSING	MTR MG50	
292.	GASKET THERMOSTAT HOUSING	MTR MG90	\$ 0.45
293.	GASKET EGR VALVE	FEL 70789	
294.	GASKET EGR VALVE	FEL 70802	
295.	GASKET EXHAUST PIPE	FEL 61062	
296.	GASKET INTAKE MANIFOLD	FEL MS92188	
297.	GASKET INTAKE MANIFOLD	FEL MS94176	
298.	GASKET OIL PAN SET	FEL OS30616R	
299.	GASKET REAR AXLE	FEL RDS55341	
300.	GASKET REAR AXLE	FEL RDS55394	
301.	GASKET THROTTLE BODY	FEL 61048	

EXHIBIT A

NAPA AUTO PARTS PROPOSAL FOR AUTO PARTS

	Description	Part No.	Unit Price
302.	GASKET WATER OUTLET	FEL 35377	
303.	GASKET WATER OUTLET	FEL 35390	
304.	GASKET WATER OUTLET	FEL 35489	
305.	GASKET WATER OUTLET	FEL 35617	
306.	GASKET WATER OUTLET	FEL 35666	
307.	GASKET INTAKE MANIFOLD	FEL MS95817	
308.	HEADLIGHT SWITCH	SMP DS268T	
309.	HEADLIGHT SWITCH	SMP DS531T	
310.	HEATER CORE	PRL394191	
311.	HEATER CORE	PRL398341	
312.	HEATER CORE	PRL398343	
313.	HEATER CORE	PRL 398357	
314.	HOSE	DAY 71040	
315.	HOSE	DAY 71317	
316.	HOSE	DAY 71732	\$ 17.79
317.	HOSE	DAY 71735	
318.	HOSE	DAY 71937	
319.	HOSE	DAY 71962	
320.	HOSE	DAY 71963	
321.	HOSE	DAY 76175	
322.	HOSE FUEL INJECTION 5/16	DAY 80089	\$ 2.70
323.	HOSE 5/8	DAY 80400	
324.	HOSE FUEL FILLER	DAY 80303	
325.	HOSE FUEL LINE 1/2	DAY 93036	
326.	HOSE HEATER	DAY 80314	
327.	HOSE MOLDED HEATER	DAY 87789	
328.	HOSE OIL COOLER	DAY 80391	
329.	IDLER ARM ASSEMBLY	SPI 450-1107	\$ 33.44
330.	IGNITION COIL	PWC 420001	n/a
331.	IGNITION COIL	PWC 420006	n/a
332.	IGNITION COIL	SMP FD488T	
333.	IGNITION COIL	SMP FD-498	\$ 54.79
334.	IGNITION COIL	12611424	\$ 67.38
335.	IGNITION COIL	DG-520	\$ 67.67
336.	IGNITION COIL	56029129AF	\$ 20.12
337.	IGNITION COP BOOTS	PWC 128041	n/a
338.	IGNITION SWITCH	SMP US271	\$ 65.98
339.	IGNITION SWITCH	SMP US-431	\$ 31.59
340.	IGNITION WIRE SET	PWC 116066	
341.	IGNITION WIRE SET	PWC 118078	\$ 32.52
342.	IGNITION WIRE SET	PWC 126029	
343.	IGNITION WIRE SET	PWC 126052	
344.	IGNITION WIRE SET	PWC 128007	\$ 30.44

EXHIBIT A
NAPA AUTO PARTS PROPOSAL FOR AUTO PARTS

	Description	Part No.	Unit Price
345.	IGNITION WIRE SET	PWC 128024	\$ 45.21
346.	INJECTOR	MOT CM 4980	
347.	INJECTOR	MOT CM 5138	\$ 27.21
348.	INNER TIE ROD END	SPI 401-1873	\$ 23.07
349.	LEFT OUTER TIE ROD END	SPI 401-1874	\$ 32.60
350.	LIGHT KIT	GRT 53082-5	
351.	LIGHT BULB	WAG 1142	
352.	LIGHT BULB	WAG 1156	
353.	LIGHT BULB	WAG 1157	
354.	LIGHT BULB	WAG 194	
355.	LIGHT BULB	WAG 3157	
356.	LIGHT BULB	WAG 4537	\$ 9.65
357.	LIGHT BULB	WAG 795	\$ 6.68
358.	LIGHT BULB	WAG 9007	\$ 2.97
359.	LIGHT BULB	WAG 9008	\$ 8.76
360.	LIGHT BULB	WAG 93	
361.	LIGHT BULB	WAG BP1210/H3	\$ 4.69
362.	LIGHT DOUBLE BEACON	GRT 76803	
363.	LIGHT HEAD	WAG BP1255/H11	\$ 8.08
364.	LIGHT HEAD	WAG BP1260/H4	
365.	LIGHT HEAD	WAG H4656	
366.	LIGHT HEAD	WAG H6024	
367.	LIGHT HEAD	WAG H6054	
368.	LIGHT HEAD	WAG H9406	
369.	LIGHT LENS	GRT 45263	
370.	LIGHT LENS	GRT 45812	
371.	LIGHT LENS	GRT 45822	
372.	LIGHT LENS	GRT 46393-5	\$ 3.14
373.	LIGHT LENS	GRT 46423-5	
374.	LIGHT LENS	GRT 46742	
375.	LIGHT LENS	GRT 46742-5	\$ 2.42
376.	LIGHT LENSE CLEAR	GRT 62231	
377.	LIGHT OVAL PUSHIN	GRT 52892	
378.	LIGHT PIGTAIL	GRT 68130	\$ 1.28
379.	LIGHT RED LENSE	GRT 90203	
380.	LIGHT REFLECTOR, 2.5, RED,	GRT 40072-5	
381.	LIGHT STOP TURN	GRT 52672	
382.	LIGHT YELLOW LENSE	GRT 90202	
383.	LIGHT YELLOW LENSE	GRT 90233	
384.	OIL PRESSURE SWITCH	SMP PS-240	
385.	PIGTAIL 3 TERM HEADLIGHT PLUG	PIC 5407PT	\$ 3.29
386.	PIGTAIL 4 POLE TRAILER PLUG	PIC 0712PT	
387.	PIGTAIL 4 WIRE FLAT	PICO 712PT	

EXHIBIT A
NAPA AUTO PARTS PROPOSAL FOR AUTO PARTS

	Description	Part No.	Unit Price
388.	PIGTAIL 7 WAY RV WITH 4 WIRE FLAT	PIC 6780PT	
389.	PIGTAIL 9004/9007 HEADLIGHT TERM	PIC 5460PT	
390.	PIGTAIL FORD IGN COIL	PIC 5713PT	
391.	RADIATOR	SRD CU2852	
392.	SEAL DIFF PINION	FES 3604	\$ 8.16
393.	SEAL DIFF PINION	92191954	n/a
394.	SEAL DIFF PINION	8G1Z-4N046-A	n/a
395.	SEAL DIFF PINION	68049798AA	n/a
396.	SEAL FRONT INNER	FES 4148	
397.	SEAL FRONT INNER	FES 4160	
398.	SEAL FRONT INNER	FES 442251	
399.	SEAL FRONT INNER	FES 4739	
400.	SEAL FRONT INNER	FES 710454	
401.	SEAL FRONT INNER	FES 8974S	
402.	SEAL FRONT INNER	FES 9150S	
403.	SEAL REAR AXLE	FES 8660S	
404.	SEAL REAR AXLE	FES 8835S	
405.	SEAL REAR INNER	FES 9864S	
406.	SEAL WHEEL	NAT 100357	
407.	SENSOR CRANK	SMP PC321T	
408.	SENSOR CRANK	213-3520	\$ 31.00
409.	SENSOR CRANK	DY-1138	n/a
410.	SENSOR CRANK	PC834	\$ 9.60
411.	SENSOR FUEL TANK PRESSURE	MOT CX 2380	n/a
412.	SENSOR O2	MOT DY 1040	n/a
413.	SENSOR O2	12585546	n/a
414.	SENSOR O2	DY-1153	n/a
415.	SENSOR THROTTLE POS	SMP TH44T	n/a
416.	SPARK PLUG	MOT SP 405	
417.	SPARK PLUG	12621258	
418.	SPARK PLUG	CYFS-12-YT3	
419.	SPARK PLUG	SP143877AA	n/a
420.	SPARK PLUG	MOT SP 432	\$ 2.39
421.	SPARK PLUG	MOT SP 479	\$ 2.39
422.	SPARK PLUG	MOT SP 493	\$ 2.39
423.	SPARK PLUG	MOT SP 500	\$ 2.39
424.	SPARK PLUG	MOT SP 515	\$ 2.39
425.	STARTER	USA 3185	
426.	STARTER	USA 3221	
427.	STARTER	12617229	n/a
428.	STARTER	SA-973	\$ 80.01
429.	STARTER	4608801AB	
430.	STARTER	USA 6449	

EXHIBIT A
NAPA AUTO PARTS PROPOSAL FOR AUTO PARTS

	Description	Part No.	Unit Price
431.	STARTER	USA 6642	
432.	STARTER	USA 6646	
433.	STARTER	USA 3267	
434.	STARTER SOLINOID	SMP SS598T	\$ 10.41
435.	SWAY BAR BUSHINGS	SPI 550-1186	
436.	SWAY BAR LINK	SPI 545-1401	
437.	SWITCH DIMMER	SMP CBS-1155	\$ 77.14
438.	SWITCH ENGINE OIL PRESSURE	MOT SW 5267	\$ 21.05
439.	SWITCH HEAD LIGHT	MOT SW 6709	n/a
440.	SWITCH IGNITION	SMP US128	\$ 41.41
441.	SWITCH IGNITION	MOT SW 6383	\$ 40.60
442.	SWITCH TOGGLE	SMP DS167	
443.	SWITCH TOGGLE	SMP DS-412	\$ 11.37
444.	SWITCH TURN SIGNAL	MOT SW 6523	\$ 104.21
445.	SWITCH TURN SIGNAL	MOT SW 6524	
446.	SWITCH TURN SIGNAL	92177957	n/a
447.	SWITCH TURN SIGNAL	SW-6987	n/a
448.	SWITCH TURN SIGNAL	1JH95DX9AG	n/a
449.	SWITCH TURN SIGNAL	SMP DS533	
450.	SWITCH TURN SIGNAL	SMP DS744	n/a
451.	THERMOSTAT	MTR 203-195	
452.	THERMOSTAT	MTR 2044-192	
453.	THERMOSTAT	MTR 228-195	
454.	THERMOSTAT	MTR 244-192	
455.	THERMOSTAT	MTR 265-195	
456.	THERMOSTAT	MTR 265-195	
457.	THERMOSTAT	MTR 248-192	
458.	VALVE IDLE AIR CONTROL	MOT CX 1789	\$ 86.43
459.	VALVE PCV	SMP V202	
460.	VALVE PCV	MOT EV 233	
461.	VALVE PCV	MOT EV 258	
462.	VALVE PVC	SMP V341	
463.	WATER PUMP	AW2047	\$ 69.03
464.	WATER PUMP	FWP 125-1670	\$ 28.42
465.	WATER PUMP	FWP 125-1750	
466.	WATER PUMP	1910610	n/a
467.	WATER PUMP	PW-531	n/a
468.	WATER PUMP	5038668AA	n/a
469.	WATER PUMP	FWP 125-1850	
470.	WATER PUMP	FWP 125-5970	
471.	WATER PUMP	FWP 130-1780	
472.	WIPER BLADES	ANC RDB16	
473.	WIPER BLADES	ANC RDB18	

EXHIBIT A

NAPA AUTO PARTS PROPOSAL FOR AUTO PARTS

	Description	Part No.	Unit Price
474.	WIPER BLADES	ANC RDB20	
475.	WIPER BLADES	ANC RDB22	\$ 2.99
476.	WIPER BLADES	ANC RDB24	\$ 2.99
			\$ 5,046.97



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
NEXT LEVEL PARTS, INC.
DBA TURLOCK AUTO PARTS
for
AUTO PARTS AND SUPPLIES
CONTRACT NO. 13-110

THIS AGREEMENT is made this 14th day of January, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **NEXT LEVEL PARTS, INC., DBA TURLOCK AUTO PARTS**, a California Corporation, hereinafter referred to as "SUPPLIER."

WITNESSETH:

WHEREAS, CITY has a need for auto parts and supplies, on an as needed basis for Municipal Services Fleet Maintenance Division; and

WHEREAS, items purchased include automotive turn-up parts, repair parts, filters, accessories and automotive supplies; and

WHEREAS, SUPPLIER 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: SUPPLIER 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 attached hereto as Exhibit A. SUPPLIER shall provide Services that are acceptable to CITY.

2. PERSONNEL AND EQUIPMENT: SUPPLIER shall provide all personnel needed to accomplish the Services hereunder. SUPPLIER shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as SUPPLIER 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. ESTIMATED QUANTITY: The quantities indicated are approximate annual quantities base on past experience and expected future need. Quantities may be increased or

[Handwritten signature]

decreased depending on actual need during the contract term; however, no price adjustments will be allowed as a result of a reduction in the quantity purchased.

5. COMPENSATION: CITY agrees to pay SUPPLIER 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 SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Fifteen Thousand and No/100th Dollars (\$15,000.00). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: SUPPLIER 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 SUPPLIER 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 SUPPLIER 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.

6. 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 January 15, 2014 and ending January 14, 2015, subject to CITY's availability of funds.

7. INSURANCE: SUPPLIER shall not commence work under this Agreement until SUPPLIER has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall SUPPLIER allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. SUPPLIER 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 SUPPLIER, 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 (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

(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) SUPPLIER 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 SUPPLIER, 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 SUPPLIER's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, SUPPLIER's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of SUPPLIER'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 SUPPLIER 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) Automobile Insurance: SUPPLIER shall furnish CITY with proof of automobile liability coverage and a valid California driver license.

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

(g) Verification of Coverage: SUPPLIER 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 SUPPLIER'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.

(h) Waiver of Subrogation: SUPPLIER hereby agrees to waive subrogation which any insurer of SUPPLIER may acquire from SUPPLIER 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 SUPPLIER, its agents, employees, independent contractors and subcontractors. SUPPLIER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(i) Subcontractors: SUPPLIER 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.

8. INDEMNIFICATION: SUPPLIER 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 SUPPLIER, 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.

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

SUPPLIER, 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.

SUPPLIER shall determine the method, details and means of performing the work and services to be provided by SUPPLIER under this Agreement. SUPPLIER 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 SUPPLIER in fulfillment of this Agreement. SUPPLIER has control over the manner and means of performing the services under this Agreement. SUPPLIER is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, SUPPLIER has the responsibility for employing other persons or firms to assist SUPPLIER in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by SUPPLIER, such persons shall be entirely and exclusively under the direction, supervision, and control of SUPPLIER. 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 SUPPLIER.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the SUPPLIER or SUPPLIER'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 SUPPLIER must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of SUPPLIER'S personnel.

As an independent contractor, SUPPLIER 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.

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

11. 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 SUPPLIER, (2) legal dissolution of SUPPLIER, or (3) death of key principal(s) of SUPPLIER.

(b) Termination by CITY for Default of SUPPLIER. Should SUPPLIER 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 SUPPLIER. 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 SUPPLIER, dishonesty or theft.

(c) Termination by SUPPLIER for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option SUPPLIER 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 SUPPLIER, willful destruction of SUPPLIER's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay SUPPLIER all or any part of the payments set forth in this Agreement on the date due, at its option SUPPLIER may terminate this Agreement if the failure is not remedied within thirty (30) days

after SUPPLIER 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 SUPPLIER'S Tax Status.** If CITY determines that SUPPLIER 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 SUPPLIER. 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, SUPPLIER 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, SUPPLIER shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of SUPPLIER'S work on the project. Further, if CITY so requests, and at CITY's cost, SUPPLIER 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 SUPPLIER 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 SUPPLIER, SUPPLIER understands and agrees that CITY may, in CITY's sole discretion, refuse to pay SUPPLIER for that portion of SUPPLIER'S services which were performed by SUPPLIER on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

13. NONDISCRIMINATION: In connection with the execution of this Agreement, SUPPLIER shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. SUPPLIER 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. SUPPLIER 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, SUPPLIER shall comply with the provisions of Section 1735 of the California Labor Code.

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

15. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. SUPPLIER 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. SUPPLIER specifically acknowledges that in entering into and executing this Agreement, SUPPLIER relies solely upon the provisions contained in this Agreement and no others.

16. OBLIGATIONS OF SUPPLIER: Throughout the term of this Agreement, SUPPLIER shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. SUPPLIER 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. SUPPLIER 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.

17. 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 SUPPLIER for purposes other than this contract without the express prior written consent of CITY.

18. NEWS AND INFORMATION RELEASE: SUPPLIER 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.

19. INTEREST OF SUPPLIER: SUPPLIER 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. SUPPLIER warrants that, in performance of this Agreement, SUPPLIER shall not employ any person having any such interest. SUPPLIER 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.

20. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or SUPPLIER 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 SUPPLIER may incur in performing such additional services, and SUPPLIER shall not be required to perform any such additional services.

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

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

23. 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.

24. 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.

25. 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 SUPPLIER'S charges to CITY under this Agreement.

SUPPLIER 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 SUPPLIER services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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

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

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

29. CITY BUSINESS LICENSE: SUPPLIER will have a City of Turlock business license.

30. ASSIGNMENT: This Agreement is binding upon CITY and SUPPLIER and their successors. Except as otherwise provided herein, neither CITY nor SUPPLIER 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: SUPPLIER shall maintain adequate records to permit inspection and audit of SUPPLIER's time and material charges under this Agreement. SUPPLIER shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

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

33. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: SUPPLIER 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.*

34. 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 SUPPLIER: **NEXT LEVEL PARTS, Dba TURLOCK AUTO PARTS**
ATTENTION: JACK GOSNELL
430 LANDER AVE
TURLOCK, CA 95380
PHONE: (209) 634-4968
EMAIL: turlockautoparts@hotmail.com

for CITY: **CITY OF TURLOCK**
ATTN: LARRY GILLEY, UTILITIES MANAGER
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4442
FAX: (209) 668-5695
EMAIL: lgilley@turlock.ca.us

35. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to SUPPLIER thirty (30) days prior to the expiration of this Agreement. On each anniversary date, SUPPLIER 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 SUPPLIER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

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

NEXT LEVEL PARTS, INC.
Dba TURLOCK AUTO PARTS

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

Print name: _____

By: _____
Phaedra A. Norton, City Attorney

Date: _____

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT A
NEXT LEVEL PARTS, INC
DBA TURLOCK AUTO PARTS
FOR AUTO PARTS AND FILTERS

	Description	Part No.	Unit Price
1.	A/C ACCUMLATOR	MOT YF 3620	
2.	A/C ACCUMLATOR W/HOSE	FOU 83021	
3.	A/C ACCUMLATOR W/HOSE	FOU 55308	
4.	A/C ACCUMULATOR	FOU 68185	\$ 29.04
5.	A/C ACCUMULATOR	FOU 33189	
6.	A/C ACCUMULATOR ASSEMBLY	D15 15-10728	
7.	A/C AIR DOOR ACTUATOR	SMP J04004	
8.	A/C AIR DOOR ACTUATOR	DOR 604-208	
9.	A/C AIR DOOR ACTUATOR	MOT YH 1762	
10.	A/C AIR DOOR ACTUATOR	D15 15-72973	
11.	A/C BLOWER MOTOR	FOU 35016	\$ 38.59
12.	A/C BLOWER MOTOR	FOU 35344	\$ 29.04
13.	A/C BLOWER SWITCH	SMP HS-229	
14.	A/C BLOWER SWITCH	MOT YH 1450	
15.	A/C CLUTCH CYCLING SW	MOT YH 1462	
16.	A/C CLUTCH CYCLING SW	MOT YH 1672	
17.	A/C COMPRESSOR	D15 15-21471	\$ 370.17
18.	A/C COMPRESSOR	YCC-305	
19.	A/C COMPRESSOR	RL028917AC	\$ 395.00
20.	A/C COMPRESSOR	FOU 58124	\$ 184.25
21.	A/C COMPRESSOR	FOU 58129	
22.	A/C COMPRESSOR	FOU 58152	
23.	A/C COMPRESSOR	92266821	\$ 540.54
24.	A/C COMPRESSOR	FOU 83044	
25.	A/C COMPRESSOR	FOU 58168	
26.	A/C COMPRESSOR	FOU 58947	
27.	A/C CONDENSOR	GPD 3557C	
28.	A/C CONTROL HEAD	D15 15-72891	
29.	A/C CONTROL HEAD	DOR 599-030	
30.	A/C COOLING FAN RELAY	MOT RR 28	
31.	A/C ELECTRIC FAN	MOT RF 272	
32.	A/C ELECTRIC FAN	92251641	\$ 280.80
33.	A/C ELECTRIC FAN	RF-281	
34.	A/C ELECTRIC FAN	68050129AA	\$ 163.39
35.	A/C HIGH PRESSURE SWITCH	FOU 35961	\$ 24.48
36.	A/C HOSE	MOT YF 3223	
37.	A/C MANIFOLD HOSE	MOT YF 3577	
38.	A/C OIL 8 OZ PAG 46	FOU 59007	
39.	A/C ORFICE TUBE	FOU 38623	

EXHIBIT A
NEXT LEVEL PARTS, INC
DBA TURLOCK AUTO PARTS
FOR AUTO PARTS AND FILTERS

40.	A/C ORFICE TUBE	FOU 38635	
41.	A/C ORFICE TUBE	FOU 38639	
42.	A/C ORFICE TUBE	MOT YG 345	
43.	A/C RESISTOR ASM BLOWER	D15 1580571	
44.	A/C VALVE CORE	FOU 59356	
45.	ALTERNATOR	USA 507150	\$ 91.36
46.	ALTERNATOR	USA 606460	
47.	ALTERNATOR	92258220	
48.	ALTERNATOR	GL-8666	
49.	ALTERNATOR	4801834AB	
50.	ALTERNATOR	USA 6642	\$ 63.25
51.	ALTERNATOR	USA 71273	\$ 29.39
52.	ALTERNATOR	USA 7127SE	
53.	ALTERNATOR	USA 7776	\$ 94.21
54.	ALTERNATOR	USA 7795	\$ 98.50
55.	ALTERNATOR	USA 7797	
56.	ALTERNATOR	USA 7798	\$ 91.36
57.	ALTERNATOR	USA 8231-5	\$ 73.57
58.	ALTERNATOR	USA 8268	\$ 108.25
59.	ALTERNATOR	USA 8306	\$ 108.25
60.	ALTERNATOR	USA 8310	\$ 111.58
61.	ALTERNATOR	USA A3026	
62.	AXLE SHAFT	DOR 630-215	
63.	BALL LOWER JOINT	SPI 505-1160	
64.	BALL LOWER JOINT	SPI 505-1133	
65.	BALL UPPER JOINT	SPI 500-1074	
66.	BATTERY	D7-24A	
67.	BATTERY	D7-26A	
68.	BATTERY	D7-58A	
69.	BATTERY	D7-65A	
70.	BATTERY	48PG	\$ 89.53
71.	BATTERY	BXT-65-750	\$ 86.99
72.	BATTERY	BB0H7730AA	\$ 108.58
73.	BATTERY	D7-75DT6YR	
74.	BATTERY	D7-75DTPS	
75.	BATTERY	D7-78A	
76.	BATTERY	D7-845A	\$ 84.45
77.	BATTERY	D7-8DHD	\$ 147.95
78.	BATTERY	D7-ACD24-60	
79.	BATTERY	D7-ACD31TP	\$ 82.54

EXHIBIT A
NEXT LEVEL PARTS, INC
DBA TURLOCK AUTO PARTS
FOR AUTO PARTS AND FILTERS

80.	BATTERY	D7-ACD31TS	\$ 82.54
81.	BATTERY	D7-M27MF	\$ 81.27
82.	BEARING REPAIR AXLE	NAT RP 6408	
83.	BEARING TAPER CONE	NAT LM603012	
84.	BEARING TAPER CONE	NAT LM603049	
85.	BEARING TAPER CONE	NAT M802048	
86.	BEARING TAPER CONE	NAT M88010	
87.	BEARING TAPER CONE	NAT M88048	
88.	BEARING TAPER CUP	NAT M802011	
89.	BELT	DAY 15355	
90.	BELT	92244381	\$ 11.84
91.	BELT	92067442	\$ 23.30
92.	BELT	JK4-377-BA	\$ 13.85
93.	BELT	JK6-455-C	\$ 12.85
94.	BELT	53013676AC	\$ 23.30
95.	BELT	DAY 15370	
96.	BELT	DAY 15375	
97.	BELT	DAY 15465	
98.	BELT	DAY 15700	
99.	BELT	DAY 17340	
100.	BELT	DAY 17520	
101.	BELT	DAY 17540	
102.	BELT	DAY 17548	
103.	BELT	DAY 17650	
104.	BELT	DAY 17655	
105.	BELT	DAY 17700	
106.	BELT	DAY 17710	
107.	BELT	DAY 17730	
108.	BELT	DAY 5040275	
109.	BELT	DAY 5060705	
110.	BELT	DAY 5060855	\$ 27.08
111.	BELT	DAY 5060868	
112.	BELT	DAY 5060883	
113.	BELT	DAY 5060905	\$ 20.47
114.	BELT	DAY 5060915	\$ 27.08
115.	BELT	DAY 5060918	
116.	BELT	DAY 5060923	\$ 27.08
117.	BELT	DAY 5060960	\$ 26.77
118.	BELT	DAY 5060990	
119.	BELT	DAY 5061000	

EXHIBIT A
NEXT LEVEL PARTS, INC
DBA TURLOCK AUTO PARTS
FOR AUTO PARTS AND FILTERS

120.	BELT	DAY 5061020	\$ 26.77
121.	BELT	DAY 5061093	
122.	BELT	DAY 5061203	
123.	BELT	DAY 5080515	
124.	BELT	DAY 5080645	
125.	BELT	DAY 5080700	
126.	BELT	DAY 5080775	
127.	BELT	DAY 5080990	\$ 28.34
128.	BELT	DAY AP31	
129.	BELT	DAY AP55	
130.	BELT	DAY BP114	
131.	BELT	DAY BP116	
132.	BELT	DAY BP55	
133.	BELT	DAY BP61	
134.	BELT	DAY BP74	
135.	BELT	DAY BP75	
136.	BELT	DAY HP2030	
137.	BELT	DAY L437	
138.	BELT	DAY L438	
139.	BELT	DAY L447	
140.	BELT	DAY RB552	
141.	BRAKE CYLINDER MASTER	RB3 MC390337	
142.	BRAKE CYLINDER MASTER	RB3 MC390565	
143.	BRAKE CYLINDER MASTER	RB3 MC39634	
144.	BRAKE CYLINDER MASTER	RB3 MC39635	
145.	BRAKE FRONT PADS	RB2 PGD1611C	\$ 30.79
146.	BRAKE FRONT PADS	RB2 ATD1058P	
147.	BRAKE FRONT PADS	RB2 ATD1404P	
148.	BRAKE FRONT PADS	RB2 ATD748P	
149.	BRAKE FRONT PADS	RB2 ATD931P	\$ 38.94
150.	BRAKE FRONT PADS	RB2 PGD1012M	
151.	BRAKE FRONT PADS	RB2 PGD1066M	\$ 45.73
152.	BRAKE FRONT PADS	RB2 PGD1069M	
153.	BRAKE FRONT PADS	RB2 PGD1070C	\$ 30.79
154.	BRAKE FRONT PADS	RB2 PGD1075C	\$ 30.79
155.	BRAKE FRONT PADS	RB2 PGD1083M	
156.	BRAKE FRONT PADS	RB2 PGD1084M	
157.	BRAKE FRONT PADS	RB2 PGD1159C	\$ 30.79
158.	BRAKE FRONT PADS	RB2 PGD1278M	\$ 39.49
159.	BRAKE FRONT PADS	RB2 PGD1333M	

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FOR AUTO PARTS AND FILTERS

160.	BRAKE FRONT PADS	RB2 PGD1508C	\$ 30.79
161.	BRAKE FRONT PADS	RB2 PGD153M	
162.	BRAKE FRONT PADS	RB2 PGD154M	
163.	BRAKE FRONT PADS	RB2 PGD598C	\$ 30.79
164.	BRAKE FRONT PADS	RB2 PGD598M	
165.	BRAKE FRONT PADS	RB2 PGD652M	
166.	BRAKE FRONT PADS	RB2 PGD655M	
167.	BRAKE FRONT PADS	RB2 PGD679M	
168.	BRAKE FRONT PADS	RB2 PGD702M	
169.	BRAKE FRONT PADS	RB2 PGD824M	
170.	BRAKE FRONT PADS	RB2 PGD833M	
171.	BRAKE FRONT PADS	RB2 PGD869M	
172.	BRAKE FRONT PADS	FRY D699C	\$ 30.79
173.	BRAKE FRONT ROTORS	RB7 580676P	
174.	BRAKE FRONT ROTORS	RB7 680110P	
175.	BRAKE FRONT ROTORS	RB7 680982P	
176.	BRAKE FRONT ROTORS	RB7 780256P	
177.	BRAKE FRONT ROTORS	RB7 F5010R	\$ 54.40
178.	BRAKE FRONT ROTORS	RB7 F56641R	\$ 23.39
179.	BRAKE FRONT ROTORS	RB7 F56757R	\$ 24.56
180.	BRAKE FRONT ROTORS	RB7 F580188R	\$ 29.24
181.	BRAKE FRONT ROTORS	RB7 F580403R	\$ 32.17
182.	BRAKE FRONT ROTORS	RB7 F66529R	\$ 56.74
183.	BRAKE FRONT ROTORS	RB7 F66565R	
184.	BRAKE FRONT ROTORS	RB7 F66597R	\$ 33.92
185.	BRAKE FRONT ROTORS	RB7 F66654R	\$ 38.02
186.	BRAKE FRONT ROTORS	RB7 F66671R	\$ 23.98
187.	BRAKE FRONT ROTORS	RB7 F66672R	\$ 26.32
188.	BRAKE FRONT ROTORS	RB7 F66744R	
189.	BRAKE FRONT ROTORS	RB7 F66749R	\$ 22.81
190.	BRAKE FRONT ROTORS	RB7 F66785R	
191.	BRAKE FRONT ROTORS	RB7 F680178R	\$ 54.98
192.	BRAKE FRONT ROTORS	RB7 F680219R	
193.	BRAKE FRONT ROTORS	RB7 F680282R	
194.	BRAKE FRONT ROTORS	RB7 F680640R	
195.	BRAKE FRONT ROTORS	RB7 F680754R	
196.	BRAKE FRONT ROTORS	RB7 F680758R	
197.	BRAKE FRONT ROTORS	RB7 F76683R	
198.	BRAKE PADS REAR	RB2 ATD1612P	\$ 32.30
199.	BRAKE PADS REAR	RB2 ATD1040AP	

EXHIBIT A
NEXT LEVEL PARTS, INC
DBA TURLOCK AUTO PARTS
FOR AUTO PARTS AND FILTERS

200.	BRAKE PADS REAR	RB2 ATD1057AP	
201.	BRAKE PADS REAR	RB2 ATD1352P	
202.	BRAKE PADS REAR	RB2 ATD1377SV	\$ 29.46
203.	BRAKE PADS REAR	RB2 PGD1068M	
204.	BRAKE PADS REAR	RB2 PGD1279M	
205.	BRAKE PADS REAR	RB2 PGD1330M	
206.	BRAKE PADS REAR	RB2 PGD698C	\$ 30.79
207.	BRAKE PADS REAR	RB2 PGD711M	
208.	BRAKE PADS REAR	RB2 PGD757M	
209.	BRAKE PADS REAR	RB2 PGD411M	
210.	BRAKE PADS REAR	RB2 PGD667M	
211.	BRAKE PADS REAR	RB2 PGD714M	
212.	BRAKE PADS REAR	RB2 PGD999C	
213.	BRAKE PADS REAR	FRY D698C	\$ 30.79
214.	BRAKE REAR CALIPER	RB3 FRC12047	
215.	BRAKE REAR CALIPER	RB3 FRC7023	
216.	BRAKE REAR CALIPER	RB3 FRC7024	
217.	BRAKE FRONT CALIPER	922257986	
218.	BRAKE FRONT CALIPER	92257987	
219.	BRAKE REAR CALIPER	92290986	
220.	BRAKE REAR CALIPER	92290970	
221.	BRAKE FRONT CALIPER	BRCF208	\$ 30.46
222.	BRAKE FRONT CALIPER	BRCF209	\$ 30.46
223.	BRAKE REAR CALIPER	BRCF-280	\$ 79.01
224.	BRAKE REAR CALIPER	BRCF-281	\$ 79.01
225.	BRAKE FRONT CALIPER	5137670AB	\$ 77.18
226.	BRAKE FRONT CALIPER	5137671AB	\$ 77.18
227.	BRAKE REAR CALIPER	5142564AB	\$ 82.99
228.	BRAKE REAR CALIPER	5142565AB	\$ 82.99
229.	BRAKE REAR DRUMS	RB7 F9498R	
230.	BRAKE REAR DRUMS	RB7 F9626	\$ 28.07
231.	BRAKE REAR DRUMS	RB7 F9712R	
232.	BRAKE REAR ROTORS	RB7 680983P	
233.	BRAKE REAR ROTORS	RB7 580724P	
234.	BRAKE REAR ROTORS	RB7 780395P	
235.	BRAKE REAR ROTORS	RB7 F56629R	\$ 16.96
236.	BRAKE REAR ROTORS	RB7 F56851R	
237.	BRAKE REAR ROTORS	RB7 F580171R	
238.	BRAKE REAR ROTORS	RB7 F66695R	
239.	BRAKE REAR ROTORS	RB7 F66823R	

EXHIBIT A
NEXT LEVEL PARTS, INC
DBA TURLOCK AUTO PARTS
FOR AUTO PARTS AND FILTERS

240.	BRAKE REAR ROTORS	RB7 F66947R	
241.	BRAKE REAR ROTORS	RB7 F680129	
242.	BRAKE REAR ROTORS	RB7 F680182R	\$ 23.39
243.	BRAKE REAR ROTORS	RB7 F680394R	
244.	BRAKE REAR ROTORS	RB7 F680686R	\$ 29.24
245.	BRAKE REAR ROTORS	RB7 F66565R	
246.	BRAKE REAR SHOES	FRY BS599R	\$ 15.24
247.	BRAKE REAR SHOES	FRY BS705R	\$ 21.17
248.	BRAKE REAR SHOES	FRY BS723	\$ 16.93
249.	BRAKE SHOE PARKING	RB2 752SG	
250.	BUSHING RADIUS ARM	SPI 579-5003	
251.	CAP FUEL	MTR MGC-800	
252.	CAP FUEL	MTR MGC-819	
253.	CAP FUEL	MTR MGC-832	
254.	CAP FUEL	MTR MGC-834	
255.	CAP FUEL	MTR MGC-839	
256.	CAP FUEL	22944270	\$ 5.35
257.	CAP FUEL	8U5Z-9C268-B	
258.	CAP FUEL	68030940AA	
259.	CAP OIL	MTR MO-118	
260.	CAP OIL	MTR MO-81	
261.	CAP OIL	MOT EC 743	\$ 4.39
262.	CAP RADIATOR	MTR ST16	
263.	CAP RADIATOR	MTR T16R	
264.	CAP RADIATOR	MTR T-16V	
265.	CAP RADIATOR	MTR T38	
266.	DISTRUBITOR CAP	SMP DR475T	
267.	DISTRUBITOR CAP	SMP FD168	
268.	DISTRUBITOR ROTOR	SMP DR331T	
269.	DISTRUBITOR ROTOR	SMP FD307T	
270.	FLARE KIT	GRT 71422	
271.	FLASHER	TRI EL12	
272.	FLASHER	TRI EP27	
273.	FLASHER	TRI EP36	\$ 8.39
274.	FUEL PUMP	MOT PFS 615	
275.	FUEL PUMP	MOT PFS 282	
276.	FUEL PUMP	CRT P76398M	
277.	FUEL PUMP	CRT P76335M	
278.	FUEL PUMP	CRT P74868S	
279.	FUEL PUMP	19260557	

EXHIBIT A
NEXT LEVEL PARTS, INC
DBA TURLOCK AUTO PARTS
FOR AUTO PARTS AND FILTERS

280.	FUEL PUMP	PFS-1031	\$ 158.78
281.	FUEL PUMP	68159764AA	\$ 208.00
282.	FUEL PUMP	CRT P74108	
283.	FUEL PUMP	ATX E2360M	
284.	FUEL PUMP	ATX E2336S	\$ 197.53
285.	FUEL PUMP	ATX E2296S	
286.	FUEL PUMP	ATX E2293M	
287.	FUEL PUMP	ATX E2280M	
288.	FUEL PUMP	ATX E2235M	
289.	FUEL PUMP	ATX E2220M	
290.	FUSE HOLDER	SMP FH-23	
291.	GASKET THERMOSTAT HOUSING	MTR MG50	\$ 0.42
292.	GASKET THERMOSTAT HOUSING	MTR MG90	
293.	GASKET EGR VALVE	FEL 70789	
294.	GASKET EGR VALVE	FEL 70802	
295.	GASKET EXHAUST PIPE	FEL 61062	
296.	GASKET INTAKE MANIFOLD	FEL MS92188	\$ 16.68
297.	GASKET INTAKE MANIFOLD	FEL MS94176	
298.	GASKET OIL PAN SET	FEL OS30616R	\$ 13.56
299.	GASKET REAR AXLE	FEL RDS55341	
300.	GASKET REAR AXLE	FEL RDS55394	
301.	GASKET THROTTLE BODY	FEL 61048	
302.	GASKET WATER OUTLET	FEL 35377	
303.	GASKET WATER OUTLET	FEL 35390	
304.	GASKET WATER OUTLET	FEL 35489	
305.	GASKET WATER OUTLET	FEL 35617	
306.	GASKET WATER OUTLET	FEL 35666	
307.	GASKET INTAKE MANIFOLD	FEL MS95817	\$ 16.22
308.	HEADLIGHT SWITCH	SMP DS268T	
309.	HEADLIGHT SWITCH	SMP DS531T	\$ 14.77
310.	HEATER CORE	PRL394191	
311.	HEATER CORE	PRL398341	
312.	HEATER CORE	PRL398343	
313.	HEATER CORE	PRL398357	\$ 40.66
314.	HOSE	DAY 71040	
315.	HOSE	DAY 71317	
316.	HOSE	DAY 71732	
317.	HOSE	DAY 71735	
318.	HOSE	DAY 71937	
319.	HOSE	DAY 71962	

EXHIBIT A
NEXT LEVEL PARTS, INC
DBA TURLOCK AUTO PARTS
FOR AUTO PARTS AND FILTERS

320.	HOSE	DAY 71963	\$ 35.59
321.	HOSE	DAY 76175	\$ 0.75
322.	HOSE FUEL INJECTION 5/16	DAY 80089	
323.	HOSE 5/8	DAY 80400	
324.	HOSE FUEL FILLER	DAY 80303	\$ 1.13
325.	HOSE FUEL LINE 1/2	DAY 93036	
326.	HOSE HEATER	DAY 80314	
327.	HOSE MOLDED HEATER	DAY 87789	\$ 10.96
328.	HOSE OIL COOLER	DAY 80391	
329.	IDLER ARM ASSEMBLY	SPI 450-1107	
330.	IGNITION COIL	PWC 420001	
331.	IGNITION COIL	PWC 420006	\$ 38.26
332.	IGNITION COIL	SMP FD488T	
333.	IGNITION COIL	SMP FD-498	
334.	IGNITION COIL	12611424	
335.	IGNITION COIL	DG-520	
336.	IGNITION COIL	56029129AF	
337.	IGNITION COP BOOTS	PWC 128041	\$ 4.79
338.	IGNITION SWITCH	SMP US271	
339.	IGNITION SWITCH	SMP US-431	
340.	IGNITION WIRE SET	PWC 116066	
341.	IGNITION WIRE SET	PWC 118078	
342.	IGNITION WIRE SET	PWC 126029	
343.	IGNITION WIRE SET	PWC 126052	
344.	IGNITION WIRE SET	PWC 128007	
345.	IGNITION WIRE SET	PWC 128024	
346.	INJECTOR	MOT CM 4980	
347.	INJECTOR	MOT CM 5138	
348.	INNER TIE ROD END	SPI 401-1873	
349.	LEFT OUTER TIE ROD END	SPI 401-1874	
350.	LIGHT KIT	GRT 53082-5	
351.	LIGHT BULB	WAG 1142	
352.	LIGHT BULB	WAG 1156	
353.	LIGHT BULB	WAG 1157	
354.	LIGHT BULB	WAG 194	
355.	LIGHT BULB	WAG 3157	
356.	LIGHT BULB	WAG 4537	
357.	LIGHT BULB	WAG 795	
358.	LIGHT BULB	WAG 9007	
359.	LIGHT BULB	WAG 9008	

EXHIBIT A
NEXT LEVEL PARTS, INC
DBA TURLOCK AUTO PARTS
FOR AUTO PARTS AND FILTERS

360.	LIGHT BULB	WAG 93	
361.	LIGHT BULB	WAG BP1210/H3	
362.	LIGHT DOUBLE BEACON	GRT 76803	
363.	LIGHT HEAD	WAG BP1255/H11	
364.	LIGHT HEAD	WAG BP1260/H4	
365.	LIGHT HEAD	WAG H4656	
366.	LIGHT HEAD	WAG H6024	
367.	LIGHT HEAD	WAG H6054	\$ 7.69
368.	LIGHT HEAD	WAG H9406	
369.	LIGHT LENS	GRT 45263	
370.	LIGHT LENS	GRT 45812	
371.	LIGHT LENS	GRT 45822	
372.	LIGHT LENS	GRT 46393-5	
373.	LIGHT LENS	GRT 46423-5	
374.	LIGHT LENS	GRT 46742	
375.	LIGHT LENS	GRT 46742-5	
376.	LIGHT LENSE CLEAR	GRT 62231	
377.	LIGHT OVAL PUSHIN	GRT 52892	
378.	LIGHT PIGTAIL	GRT 68130	
379.	LIGHT RED LENSE	GRT 90203	
380.	LIGHT REFLECTOR, 2.5, RED,	GRT 40072-5	
381.	LIGHT STOP TURN	GRT 52672	
382.	LIGHT YELLOW LENSE	GRT 90202	
383.	LIGHT YELLOW LENSE	GRT 90233	
384.	OIL PRESSURE SWITCH	SMP PS-240	\$ 5.69
385.	PIGTAIL 3 TERM HEADLIGHT PLUG	PIC 5407PT	
386.	PIGTAIL 4 POLE TRAILER PLUG	PIC 0712PT	
387.	PIGTAIL 4 WIRE FLAT	PICO 712PT	
388.	PIGTAIL 7 WAY RV WITH 4 WIRE FLAT	PIC 6780PT	\$ 18.99
389.	PIGTAIL 9004/9007 HEADLIGHT TERM	PIC 5460PT	
390.	PIGTAIL FORD IGN COIL	PIC 5713PT	
391.	RADIATOR	SRD CU2852	
392.	SEAL DIFF PINION	FES 3604	
393.	SEAL DIFF PINION	92191954	\$ 37.75
394.	SEAL DIFF PINION	8G1Z-4N046-A	
395.	SEAL DIFF PINION	68049798AA	\$ 29.48
396.	SEAL FRONT INNER	FES 4148	
397.	SEAL FRONT INNER	FES 4160	
398.	SEAL FRONT INNER	FES 442251	
399.	SEAL FRONT INNER	FES 4739	

EXHIBIT A
NEXT LEVEL PARTS, INC
DBA TURLOCK AUTO PARTS
FOR AUTO PARTS AND FILTERS

400.	SEAL FRONT INNER	FES 710454	
401.	SEAL FRONT INNER	FES 8974S	
402.	SEAL FRONT INNER	FES 9150S	
403.	SEAL REAR AXLE	FES 8660S	
404.	SEAL REAR AXLE	FES 8835S	
405.	SEAL REAR INNER	FES 9864S	
406.	SEAL WHEEL	NAT 100357	
407.	SENSOR CRANK	SMP PC321T	
408.	SENSOR CRANK	213-3520	
409.	SENSOR CRANK	DY-1138	
410.	SENSOR CRANK	PC834	
411.	SENSOR FUEL TANK PRESSURE	MOT CX 2380	\$ 59.62
412.	SENSOR O2	MOT DY 1040	\$ 31.84
413.	SENSOR O2	12585546	\$ 31.59
414.	SENSOR O2	DY-1153	
415.	SENSOR THROTTLE POS	SMP TH44T	
416.	SPARK PLUG	MOT SP 405	
417.	SPARK PLUG	12621258	
418.	SPARK PLUG	CYFS-12-YT3	
419.	SPARK PLUG	SP143877AA	\$ 13.80
420.	SPARK PLUG	MOT SP 432	
421.	SPARK PLUG	MOT SP 479	
422.	SPARK PLUG	MOT SP 493	
423.	SPARK PLUG	MOT SP 500	
424.	SPARK PLUG	MOT SP 515	
425.	STARTER	USA 3185	
426.	STARTER	USA 3221	
427.	STARTER	12617229	
428.	STARTER	SA-973	
429.	STARTER	4608801AB	\$ 83.99
430.	STARTER	USA 6449	
431.	STARTER	USA 6642	
432.	STARTER	USA 6646	\$ 81.90
433.	STARTER	USA 3267	
434.	STARTER SOLINOID	SMP SS598T	
435.	SWAY BAR BUSHINGS	SPI 550-1186	\$ 7.48
436.	SWAY BAR LINK	SPI 545-1401	
437.	SWITCH DIMMER	SMP CBS-1155	
438.	SWITCH ENGINE OIL PRESSURE	MOT SW 5267	
439.	SWITCH HEAD LIGHT	MOT SW 6709	\$ 63.63

EXHIBIT A
NEXT LEVEL PARTS, INC
DBA TURLOCK AUTO PARTS
FOR AUTO PARTS AND FILTERS

440.	SWITCH IGNITION	SMP US128	
441.	SWITCH IGNITION	MOT SW 6383	
442.	SWITCH TOGGLE	SMP DS167	\$ 5.67
443.	SWITCH TOGGLE	SMP DS-412	
444.	SWITCH TURN SIGNAL	MOT SW 6523	
445.	SWITCH TURN SIGNAL	MOT SW 6524	
446.	SWITCH TURN SIGNAL	92177957	\$ 41.38
447.	SWITCH TURN SIGNAL	SW-6987	
448.	SWITCH TURN SIGNAL	1JH95DX9AG	\$ 365.60
449.	SWITCH TURN SIGNAL	SMP DS533	
450.	SWITCH TURN SIGNAL	SMP DS744	
451.	THERMOSTAT	MTR 203-195	
452.	THERMOSTAT	MTR 2044-192	
453.	THERMOSTAT	MTR 228-195	
454.	THERMOSTAT	MTR 244-192	\$ 3.39
455.	THERMOSTAT	MTR 265-195	
456.	THERMOSTAT	MTR 265-195	
457.	THERMOSTAT	MTR 248-192	
458.	VALVE IDLE AIR CONTROL	MOT CX 1789	
459.	VALVE PCV	SMP V202	\$ 1.95
460.	VALVE PCV	MOT EV 233	\$ 2.48
461.	VALVE PCV	MOT EV 258	
462.	VALVE PVC	SMP V341	\$ 2.48
463.	WATER PUMP	AW2047	
464.	WATER PUMP	FWP 125-1670	
465.	WATER PUMP	FWP 125-1750	
466.	WATER PUMP	1910610	\$ 157.94
467.	WATER PUMP	PW-531	
468.	WATER PUMP	5038668AA	\$ 192.00
469.	WATER PUMP	FWP 125-1850	
470.	WATER PUMP	FWP 125-5970	
471.	WATER PUMP	FWP 130-1780	
472.	WIPER BLADES	ANC RDB16	
473.	WIPER BLADES	ANC RDB18	
474.	WIPER BLADES	ANC RDB20	
475.	WIPER BLADES	ANC RDB22	
476.	WIPER BLADES	ANC RDB24	

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\$ 7,554.01

EXHIBIT A
NEXT LEVEL PARTS, INC
DBA TURLOCK AUTO PARTS
FOR AUTO PARTS AND FILTERS

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ITEM #	DESCRIPTION	FILTER PART#	UNIT PRICE
490	Various Wisconsin Engines Applications (Male Rolled Threads)	WIX 51106	\$ 3.06
503	Various Hydraulic Applications (5 micron)	WIX 51494	\$ 26.86
507	Universal Hydraulic Applications - (20 Micron) - for 10 micron version, use 1551, for	WIX 51552	\$ 5.98
527	Various Early Model Imports (1/4 or 5/16 In-Line)	WIX 33011	\$ 1.25
528	ABG Construction Equipment, Ford Festiva (88-91), Various Early Model Import and	WIX 33032	\$ 1.56
529	GM Family of Cars w/Diesel Engines (78-84)	WIX 33063	\$ 5.30
530	Ford/Lincoln/Mercury Vehicles w/ EFI (83-08) - two standard fuel filter clips packed w	WIX 33097	\$ 4.42
534	Ford (03-13), Lincoln/Mercury (03-10) - Has 2 Lines	WIX 33243	\$ 5.57
535	Ford Trucks + Vans (90-05) (08-13), Mazda Trucks (91-99) (08-11)	WIX 33296	\$ 4.21
536	GM Family of Vehicles (92-07)	WIX 33311	\$ 5.91
547	Ford Ranger (00-03), Mazda Trucks (00-04)	WIX 33409	\$ 9.35
548	Ford (02-13), Lincoln (07-13), Mercury, Mazda (02-10) - Has 3 Lines	WIX 33424	\$ 6.93
550	GM Models (82-08), Jaguar (97-09), Land Rover (99-04)	WIX 33481	\$ 5.57
557	Ford, Lincoln, Mercury (98-13), Jaguar S-Type (01-08)	WIX 33595	\$ 4.42
			\$ 90.39



Council Synopsis

5P
January 14, 2014

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez & Larry Gilley / Presented by: Michel Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving multiple agreements with Central Sanitary Supply and Randik Paper Company for janitorial paper and cleaning supplies for the term of twelve (12) months each, with an aggregate value of \$26,000, in accordance with the terms and conditions set within each agreement

2. DISCUSSION OF ISSUE:

The Purchasing Office solicited formal bids for janitorial paper and cleaning supplies on Request for Proposal (RFP) 13-262 by publishing the formal bid notice in the local newspaper, the City's website, City Hall bulletin board, and contacting potential bidders by fax or email.

Eight (8) vendors were solicited and no local vendors within the City limits submitted bids. Eight (8) vendors submitted bids. City staff evaluated the bid proposals by assessing each line item for the low bid amount, as shown below.

1) Randik Paper Company of Modesto	\$48,715
2) Central Sanitary of Modesto	\$47,736
3) Pyramid School Products of Tampa, FL (Partial bid – 30 item with "No Bid")	\$49,327
4) Ernest Packing Solution of Fresno (Bid on 88 items out of 90)	\$48,692
5) All American Poly of Piscataway, NJ (Partial bid – No bid on 82 items out of 90)	\$4,059
6) Office Max of Sacramento, CA	\$74,839
7) Waxie Enterprises of Livermore	\$50,889
8) Unisource Worldwide of Fresno	\$51,302

Staff is recommending an authorization to award multiple contracts with Randik paper Company and Central Sanitary Supply for the purchase of Janitorial Paper and Cleaning Supplies for all City owned/leased buildings, based on the low bid amount per each line item.

Staff is also recommending that the combined amounts for all agreements not to exceed \$26,000 rather than the bid amount of \$47,736.

3. BASIS FOR RECOMMENDATION:

Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-09 (c) (5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

Authorize the City Manager or his designee to award multiple agreements with the following vendors, for a period of twelve months with options to extend for three (3) additional 1 year terms, on the same terms and conditions, with an aggregate value of \$26,000, in accordance with the terms and conditions set within each agreement

- | | | |
|----|-------------------------|------------------------------------|
| 1. | Central Sanitary Supply | \$12,000 for a period of 12 months |
| 2. | Randik Paper Company | \$14,000 for a period of 12 months |

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 and equipment.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted at line number: 129/432-3-4 Supplies - Transfer
Funds are shared by all departments and monthly transfers from General Supplies from the following accounts:

110-10-112.43120_003 City Hall	110-30-220.44001_000 Neighborhood
110-20-200.43120_002 Police	246-60-600.44001_000 Assessment
110-20-215.44001_083 Animal Service	502-40-410.44001_000 Engineering
110-30-3200.44001_083 Fire	505-50-525.43120_002 Fleet Maint.
110-50-500.44001_000 Rube Bosch	410-51-530.44001_000 WQC
110-50-500.44001_102 Senior Ctr	410-51-531.44001_000 Collections
110-50-500.44001_103 War Memorial	420-52-550.44030_001 Water Safety
110-60-600.44001_000 Parks	420-52-550.44001_000 Water
110-61-620.44001_000 Recreation	405-43-405.44001_000 Building
205-60-602.44001_000 Sport Complex	425-40-415.44001_000 CNG Bus
205-60-604.44001_000 Pedretti Park	

Fiscal impact to above line numbers \$26,000

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Do not award the contracts for janitorial paper and cleaning supplies. Under this alternative, staff would have to call on a weekly basis for competitive prices on materials needed for our City staff. This would cause administrative costs to rise considerably and could cause disruption in work schedules if crews have to wait for material deliveries.

- B). Award contracts to the suppliers that have submitted low bids. This will allow for the purchase of janitorial paper and cleaning supplies at the best possible prices during the contract terms. Having pre-selected suppliers who have competitively bid on these products will speed up purchases and reduce administrative costs for the acquisition of these critical materials.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
CENTRAL SANITARY SUPPLY
for
JANITORIAL PAPER AND CLEANING SUPPLIES

CONTRACT NO. 13-107

THIS AGREEMENT is made this 14th day of January, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **CENTRAL SANITARY SUPPLY**, a California Corporation, hereinafter referred to as "SUPPLIER."

WITNESSETH:

WHEREAS, CITY has a need for janitorial paper and cleaning supplies, and in case quantities on an "As Needed basis, for all City owned/leased buildings; and

WHEREAS, SUPPLIER 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: SUPPLIER 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 attached hereto as Exhibit "I". SUPPLIER shall provide Services that are acceptable to CITY.

2. PERSONNEL AND EQUIPMENT: SUPPLIER shall provide all personnel needed to accomplish the Services hereunder. SUPPLIER shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as SUPPLIER 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 SUPPLIER in accordance with Exhibit A and B as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit "I" and for performance by SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Twelve Thousand and No/100^{ths} Dollars (\$12,000.00). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: SUPPLIER 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 SUPPLIER 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 SUPPLIER 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 for a period of twelve months (12) beginning February 1, 2014 and ending January 31, 2015, subject to CITY's availability of funds.

6. INSURANCE: SUPPLIER shall not commence work under this Agreement until SUPPLIER has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall SUPPLIER allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. SUPPLIER 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 SUPPLIER, 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 (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

(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) SUPPLIER 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 SUPPLIER, 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 SUPPLIER's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, SUPPLIER's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of SUPPLIER'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 SUPPLIER 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) Automobile Insurance: SUPPLIER shall furnish CITY with proof of automobile liability coverage and a valid California driver license.

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

(g) Verification of Coverage: SUPPLIER 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 SUPPLIER'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.

(h) **Waiver of Subrogation:** SUPPLIER hereby agrees to waive subrogation which any insurer of SUPPLIER may acquire from SUPPLIER 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 SUPPLIER, its agents, employees, independent contractors and subcontractors. SUPPLIER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(i) **Subcontractors:** SUPPLIER 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: SUPPLIER 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 SUPPLIER, 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 SUPPLIER, its agents, officers, and employees and all others acting on behalf of SUPPLIER relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. SUPPLIER, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. SUPPLIER 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 SUPPLIER. It is understood by both SUPPLIER and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

SUPPLIER, 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.

SUPPLIER shall determine the method, details and means of performing the work and services to be provided by SUPPLIER under this Agreement. SUPPLIER 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 SUPPLIER in fulfillment of this Agreement. SUPPLIER has control over the manner and means of performing the services under this Agreement. SUPPLIER is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, SUPPLIER has the responsibility for employing other persons or firms to assist SUPPLIER in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by

SUPPLIER, such persons shall be entirely and exclusively under the direction, supervision, and control of SUPPLIER. 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 SUPPLIER.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the SUPPLIER or SUPPLIER'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 SUPPLIER must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of SUPPLIER'S personnel.

As an independent contractor, SUPPLIER 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 SUPPLIER.

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 SUPPLIER, (2) legal dissolution of SUPPLIER, or (3) death of key principal(s) of SUPPLIER.

(b) Termination by CITY for Default of SUPPLIER. Should SUPPLIER 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 SUPPLIER. 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 SUPPLIER, dishonesty or theft.

(c) Termination by SUPPLIER for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option SUPPLIER 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 SUPPLIER, willful destruction of SUPPLIER's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay SUPPLIER all or any part of the payments set forth in this Agreement on the date due, at its option SUPPLIER may terminate this Agreement if the failure is not remedied within thirty (30) days after SUPPLIER 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 SUPPLIER'S Tax Status. If CITY determines that SUPPLIER 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 SUPPLIER. 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, SUPPLIER 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, SUPPLIER shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of SUPPLIER'S work on the project. Further, if CITY so requests, and at CITY's cost, SUPPLIER 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 SUPPLIER 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 SUPPLIER, SUPPLIER understands and agrees that CITY may, in CITY's sole discretion, refuse to pay SUPPLIER for that portion of SUPPLIER'S services which were performed by SUPPLIER 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 SUPPLIER 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, SUPPLIER shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. SUPPLIER 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. SUPPLIER 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, SUPPLIER 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. SUPPLIER 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. SUPPLIER specifically acknowledges that in entering into and executing this Agreement, SUPPLIER relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF SUPPLIER: Throughout the term of this Agreement, SUPPLIER shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. SUPPLIER 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. SUPPLIER 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 SUPPLIER for purposes other than this contract without the express prior written consent of CITY.

17. NEWS AND INFORMATION RELEASE: SUPPLIER 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 SUPPLIER: SUPPLIER 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. SUPPLIER warrants that, in performance of this Agreement, SUPPLIER shall not employ any person having any such interest. SUPPLIER 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 SUPPLIER 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 SUPPLIER may incur in performing such additional services, and SUPPLIER shall not be required to perform any such additional services.

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

21. CERTIFIED PAYROLL REQUIREMENT: For SUPPLIERS performing field work on public works contracts on which prevailing wages are required, SUPPLIER shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its 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 SUPPLIER'S charges to CITY under this Agreement.

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

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

29. ASSIGNMENT: This Agreement is binding upon CITY and SUPPLIER and their successors. Except as otherwise provided herein, neither CITY nor SUPPLIER 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: SUPPLIER shall maintain adequate records to permit inspection and audit of SUPPLIER's time and material charges under this Agreement. SUPPLIER 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 SUPPLIER agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by SUPPLIER without the prior written consent of CITY.

32. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: SUPPLIER 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 SUPPLIER: **CENTRAL SANITARY SUPPLY
ATTENTION: DAVE MARTINI
416 N. 9TH STREET
MODESTO, CA 95350
PHONE: (209) 523-3002
FAX: (209) 523-1923
EMAIL: afinn@centralsanitary.com**

for CITY:

CITY OF TURLOCK
ATTN: BETTY GONZALEZ
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4406
FAX: (209) 668-5695
EMAIL: bgonzalez@turlock.ca.us

34. **EXTENSION OF AGREEMENT:** CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to SUPPLIER thirty (30) days prior to the expiration of this Agreement. On each anniversary date, SUPPLIER 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 SUPPLIER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

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

CENTRAL SANITARY SUPPLY

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

Print name: _____

By: _____
Phaedra A. Norton, City Attorney

Date: _____

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT 'I'

REQUEST FOR BID AND SPECIFICATIONS NO. 13-262 SCOPE AND SPECIFICATIONS

SCOPE AND SPECIFICATIONS

Supplier is to provide the City janitorial paper products & cleaning supplies in case quantities delivered to City Stores at 701 S. Walnut Road, on an as needed basis. The City for delivery by the Supplier will place orders weekly by the following week.

The quantities shown on the Bid Proposal Form (Exhibit B) represent the anticipated needs of the City based upon past usage. It is only intended to give a reference quantity and does not guarantee a quantity to the Supplier for the duration of this contract.

Paper dispensers are currently in place at points of use. However, if the successful bidder's supplies are not suited to the dispensers that are on hand, it will be the responsibility of the Supplier to remove existing dispensers and to supply and install dispensers that will work with their product at no expense to the City. Upon completion of this contract, the dispensers will become the property of the City.

The City currently has paper dispensers at various locations in the following quantities:

Paper Towel (C-Fold):	19
Paper Towel (Roll):	46
Toilet Paper (Roll)	63
Toilet Paper (Single-Fold)	15
Seat Covers:	54
Hand Soap (Large)	6
Hand Soap (Regular)	39
Hand Soap (Foam)	2
Sanitary Napkins:	8

All paper products must not exceed EPA recommended percentages for Post-Consumer Waste and Total Recycled content.

Vendors must supply a MSDS, contents description and/or samples for comparison upon request by the City.

The prices offered on the Bid Proposal Form (Attachment A) are to be firm for the entire contract period or at the quantities stated whichever occurs first.

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFP 13-262

BID DUE DATE: SEPTEMBER 17, 2013

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

"JANITORIAL PAPER AND CLEANING SUPPLIES"

1) Return original bid to:

City of Turlock
Municipal Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454

- 2) Price shall be F.O.B. Destination or for the service rendered.
- 3) Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.
- 4) Bid must be on this bid form and signed by vendors authorized representative.

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: CENTRAL SANITARY SUPPLY

Address: 416 N 9th STREET, MODESTO CA 95350

Telephone Number 209-523-3002 Fax Number 209-523-1923

E-Mail Address AFINN@CENTRALSANITARY.COM

Authorized Representative (print) DAVE MARTINI

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for August 28, 2013, at the prices indicated herein.

Bid Sheet

Total Cost from Exhibit B	<u>44,354.40</u>
Sales Tax 7.625%	\$ <u>3,382.03</u>
Grand Total	\$ <u>47,736.43</u>

List any extra charges not described above: N/A

The following is required information. Any omission may be cause for rejection of Bid.

Early Pay Discount

A N/A % discount is offered for payment within N/A days.
 (Note: Discount period must be fifteen days, or greater, to be considered.) **NET 30 DAYS**

City of Turlock Tax Certificate

Does your firm hold a City of Turlock Business Tax Certificate? Yes No

If yes, number: 64321

"Piggyback" Contracting

Will your firm extend the same prices, terms and conditions to other public agencies?
 Yes No

Order Contact

Provide the following information about the City's contact for orders.

Name:	<u>ANGELA FINN</u>
Phone Number:	<u>209-523-3002</u>
Fax Number:	<u>209-523-1923</u>
Cell Number:	<u>209-321-8581</u>
Email Address:	<u>AFINN@CENTRALSANITARY.COM</u>

Delivery

Method of Delivery: Common Carrier Private Company Carrier
 (Please circle one choice or describe alternative method)

Compliance

Bidder, have you complied with the specifications, terms and conditions of this bid?
 Yes NO

A "NO" answer requires a detailed explanation giving reference to all deviations.

Addendums (if applicable):

Bidder acknowledges receipt of ADDENDUM NO. 1, ,

Terms

- 1) Sales tax will be added at time of purchase.
- 2) Prices are F.O.B. Turlock.
- 3) Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

- a) In connection with the execution of this agreement, SUPPLIER shall not discriminate against any employee for applicant for employment because of age, race, religion, color, and sex or nation origin. SUPPLIER shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regards 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. SUPPLIER shall also comply with 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, SUPPLIER shall comply with the provisions of Section 1735 of the California Labor Code.
- b) Supplier and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.
- c) Supplier shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- d) Supplier shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

**Non-discrimination of the Handicapped:
Policy Statement**

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Suppliers and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Transportation of Hazardous Materials:

In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

Drug Free Workplace

Bidder/Supplier certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the

Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance

Supplier represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Supplier agrees that Supplier's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Supplier constitutes written notification to Supplier of City's rejection of any and all of Supplier order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)

Supplier's License No. 64321 Expiration Date: 12/31/2013

Supplier certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

CENTRAL SANITARY SUPPLY
Company Name


Signature of Authorized Representative

942289369
Federal Tax ID Number

****Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.***

EXHIBIT B

CENTRAL SUPPLIES PROPOSAL FOR JANITORIAL PAPER AND CLEANING SUPPLIES BID NO 13-262 - CONTRACT 13-107

Item #	Qty #	Item #	Description	Yearly		
				Central	Usage	Total
1	TIS002	GP-10101	INTERFOLD 2 PLY TOILET TISSUE	\$ 43.50	20	\$ 870.00
2	TIS005	KC-7223	KIMBERLY CLARK JUMBO ROLL	\$ 28.80	14	\$ 403.20
3	TSC001	GP-4706	INTEGRITY TOILET SEAT CVR 20 PK	\$ 19.80	23	\$ 455.40
4	TWL001A	KC-1807	KIMBERLY CLARK MULTI FOLD PAPER TOWEL	\$ 17.50	78	\$ 1,365.00
5	TWL001	SC-01510	KIMBERLY CLARK C-FOLD PAPER TOWEL (FOR WQC LAB)	\$ 24.99	12	\$ 299.88
6	TWL003B	AG-948	INTEGRITY ROLLED TOWEL	\$ 21.25	128	\$ 2,720.00
7	TWL003	KC-1005	KIMBERLY CLARK HIGH CAPACITY HARD ROLLED TOWEL (FOR ANIMAL CTRL)	\$ 31.71	30	\$ 951.30
8	SAN001	HS-MT-4	HOSPECO SANITARY NAPKIN MAXI THIN 250 PER BOX	\$ 0.10	375	\$ 37.50
9	CLE002	H-109QT	HILLYARD NON ACID BATHROOM CLEANER	\$ 2.99	356	\$ 1,064.44
10	CLE006	H-106QT	HILLYARD CREME CLEAN BATHROOM CLEANER	\$ 2.47	82	\$ 202.54
11	CLE023	AP-GB6X2	PURE BRIGHT BLEACH 1 GAL	\$ 1.74	42	\$ 73.08
12	CLOROX	CLO-35420	CLOROX CLN UP 128 OZ	\$ 7.12	20	\$ 142.40
13	DEO004	2020782	ENTRAL COUNTRY DEODORIZER	\$ 10.30	34	\$ 350.20
14	DEO008	2020882	ENTRAL CHERRY DEODORIZER	\$ 10.30	15	\$ 154.50
15	DEO009	IP-1493	IMPACT Z DEODORIZING URINAL SCREEN	\$ 14.90	16	\$ 238.40
16	FIN007	H-1491	ASSAULT FLOOR STRIPPER	\$ 21.99	3	\$ 65.97
17	FIN009	H-1401	HILLYARD FLOOR CLEANER	\$ 19.80	6	\$ 118.80
18	FIN011	H-5281	HILLYARD NORTH STAR FLOOR WAX	\$ 26.50	22	\$ 583.00
19	FIN012	H-1531	HILLYARD ASSURANCE DEGREASER	\$ 14.50	28	\$ 406.00
20	BRU003	RM-6310	TOILET BOWL BRUSH	\$ 1.45	16	\$ 23.20
21	MOP001	PM-SCMG	GLDN STAR MED LOOP MOP	\$ 3.35	140	\$ 469.00
22	MOP002	NAT-MBW	GLDN STAR WAXING MOP	\$ 4.50	24	\$ 108.00
23	MOP006	PM-SCLR	GLDN STAR LARGE LOOP MOP	\$ 3.75	38	\$ 142.50
24	MOP24	CL524LE-B	GLDN STAR 24" DUST MOP	\$ 4.74	2	\$ 9.48
25	MOP36	CL536LE-B	GLDN STAR 36" DUST MOP	\$ 6.30	8	\$ 50.40
26	MOP48	CL548LE-B	GLDN STAR 48" DUST MOP	\$ 7.99	12	\$ 95.88
27	PAD001	3-M9650	GREEN SCOURING PD	\$ 0.31	120	\$ 37.20
28	PAD011	3-M20B	CENTRAL BLUE BUFF PAD	\$ 3.30	2	\$ 6.60
			TOTAL PER YEAR			\$ 11,443.87



City of Turlock
Finance Office
156 S. Broadway Suite 114
Turlock, CA 95380-5454
209-668-5570
www.cityofturlock.org

CENTRAL JANITOR'S SUPPLY CO
416 N 9TH ST
MODESTO, CA 95350-5879

TMC 3-1-103 PERSONS REQUIRED TO PAY A LICENSE TAX FOR TRANSACTING AND CARRYING ON ANY BUSINESS UNDER THIS CHAPTER SHALL NOT BE RELIEVED FROM THE PAYMENT OF ANY FEE OR TAX FOR THE PRIVILEGE OF CARRYING ON ANY SIMILAR OR RELATED ACTIVITY REQUIRED UNDER ANY OTHER PROVISION OF THIS CODE.

WHERE APPROVAL, CLEARANCE, OR A PERMIT TO CONDUCT A BUSINESS IS OTHERWISE REQUIRED BY THE PROVISION OF THIS CODE, ISSUANCE OF A LICENSE DOES NOT CONSTITUTE SUCH APPROVAL OR CLEARANCE.

The Business License Tax Certificate below must be displayed in your place of business.
To display, fold this form in thirds by folding at each of the dotted lines.

Business License Tax Certificate Issued to
CENTRAL JANITOR'S SUPPLY CO



416 N 9TH ST
MODESTO, CA 95350-5879

LICENSE NUMBER **64321**
LICENSE EXPIRATION DATE **12/31/2013**

LICENSE ISSUED FOR REVENUE PURPOSES ONLY – NOT A PERMIT TO OPERATE A BUSINESS IN VIOLATION OF CITY ORDINANCE OR STATE LAW. FAILURE TO PAY ANY LICENSE TAX DUE WILL RENDER THIS BUSINESS LICENSE INVALID.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
RANDIK PAPER COMPANY
for
JANITORIAL PAPER AND CLEANING SUPPLIES

CONTRACT NO. 13-106

THIS AGREEMENT is made this 14th day of January, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **RANDIK PAPER COMPANY**, a California Corporation, hereinafter referred to as "SUPPLIER."

WITNESSETH:

WHEREAS, CITY has a need for janitorial paper and cleaning supplies, and in case quantities on an "As Needed basis, for all City owned/leased buildings; and

WHEREAS, SUPPLIER 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:** SUPPLIER 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 attached hereto as Exhibit "I". SUPPLIER shall provide Services that are acceptable to CITY.
- 2. PERSONNEL AND EQUIPMENT:** SUPPLIER shall provide all personnel needed to accomplish the Services hereunder. SUPPLIER shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as SUPPLIER 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 SUPPLIER in accordance with Exhibit A and B as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit "I" and for performance by SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Fourteen Thousand and No/100^{ths} Dollars (\$14,000.00). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: SUPPLIER 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 SUPPLIER 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 SUPPLIER 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 for a period of twelve months (12) beginning February 1, 2014 and ending January 31, 2015, subject to CITY's availability of funds.

6. INSURANCE: SUPPLIER shall not commence work under this Agreement until SUPPLIER has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall SUPPLIER allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. SUPPLIER 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 SUPPLIER, 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 (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

(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) SUPPLIER 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 SUPPLIER, 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 SUPPLIER's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, SUPPLIER's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of SUPPLIER'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 SUPPLIER 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) Automobile Insurance: SUPPLIER shall furnish CITY with proof of automobile liability coverage and a valid California driver license.

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

(g) Verification of Coverage: SUPPLIER 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 SUPPLIER'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.

(h) **Waiver of Subrogation:** SUPPLIER hereby agrees to waive subrogation which any insurer of SUPPLIER may acquire from SUPPLIER 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 SUPPLIER, its agents, employees, independent contractors and subcontractors. SUPPLIER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(i) **Subcontractors:** SUPPLIER 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: SUPPLIER 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 SUPPLIER, 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 SUPPLIER, its agents, officers, and employees and all others acting on behalf of SUPPLIER relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. SUPPLIER, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. SUPPLIER 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 SUPPLIER. It is understood by both SUPPLIER and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

SUPPLIER, 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.

SUPPLIER shall determine the method, details and means of performing the work and services to be provided by SUPPLIER under this Agreement. SUPPLIER 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 SUPPLIER in fulfillment of this Agreement. SUPPLIER has control over the manner and means of performing the services under this Agreement. SUPPLIER is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, SUPPLIER has the responsibility for employing other persons or firms to assist SUPPLIER in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by

SUPPLIER, such persons shall be entirely and exclusively under the direction, supervision, and control of SUPPLIER. 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 SUPPLIER.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the SUPPLIER or SUPPLIER'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 SUPPLIER must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of SUPPLIER'S personnel.

As an independent contractor, SUPPLIER 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 SUPPLIER.

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 SUPPLIER, (2) legal dissolution of SUPPLIER, or (3) death of key principal(s) of SUPPLIER.

(b) Termination by CITY for Default of SUPPLIER. Should SUPPLIER 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 SUPPLIER. 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 SUPPLIER, dishonesty or theft.

(c) Termination by SUPPLIER for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option SUPPLIER 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 SUPPLIER, willful destruction of SUPPLIER's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay SUPPLIER all or any part of the payments set forth in this Agreement on the date due, at its option SUPPLIER may terminate this Agreement if the failure is not remedied within thirty (30) days after SUPPLIER 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 SUPPLIER'S Tax Status. If CITY determines that SUPPLIER 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 SUPPLIER. 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, SUPPLIER 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, SUPPLIER shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of SUPPLIER'S work on the project. Further, if CITY so requests, and at CITY's cost, SUPPLIER 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 SUPPLIER 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 SUPPLIER, SUPPLIER understands and agrees that CITY may, in CITY's sole discretion, refuse to pay SUPPLIER for that portion of SUPPLIER'S services which were performed by SUPPLIER 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 SUPPLIER 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, SUPPLIER shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. SUPPLIER 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. SUPPLIER 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, SUPPLIER 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. SUPPLIER 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. SUPPLIER specifically acknowledges that in entering into and executing this Agreement, SUPPLIER relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF SUPPLIER: Throughout the term of this Agreement, SUPPLIER shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. SUPPLIER 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. SUPPLIER 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 SUPPLIER for purposes other than this contract without the express prior written consent of CITY.

17. NEWS AND INFORMATION RELEASE: SUPPLIER 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 SUPPLIER: SUPPLIER 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. SUPPLIER warrants that, in performance of this Agreement, SUPPLIER shall not employ any person having any such interest. SUPPLIER 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 SUPPLIER 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 SUPPLIER may incur in performing such additional services, and SUPPLIER shall not be required to perform any such additional services.

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

21. CERTIFIED PAYROLL REQUIREMENT: For SUPPLIERS performing field work on public works contracts on which prevailing wages are required, SUPPLIER shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its 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 SUPPLIER'S charges to CITY under this Agreement.

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

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

29. ASSIGNMENT: This Agreement is binding upon CITY and SUPPLIER and their successors. Except as otherwise provided herein, neither CITY nor SUPPLIER 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: SUPPLIER shall maintain adequate records to permit inspection and audit of SUPPLIER's time and material charges under this Agreement. SUPPLIER 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 SUPPLIER agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by SUPPLIER without the prior written consent of CITY.

32. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: SUPPLIER 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 SUPPLIER: **RANDIK PAPER COMPANY**
ATTENTION: LARRY MAR
136 FLAMINGO DRIVE
MODESTO, CA 95358
PHONE: (209) 538-3111
FAX: (209) 538-2819
EMAIL: lmar@randik.com

for CITY:

CITY OF TURLOCK
ATTN: BETTY GONZALEZ
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4406
FAX: (209) 668-5695
EMAIL: bgonzalez@turlock.ca.us

34. **EXTENSION OF AGREEMENT:** CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to SUPPLIER thirty (30) days prior to the expiration of this Agreement. On each anniversary date, SUPPLIER 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 SUPPLIER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

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

RANDIK PAPER COMPANY

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

Print name: _____

By: _____
Phaedra A. Norton, City Attorney

Date: _____

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT 'I'

REQUEST FOR BID AND SPECIFICATIONS NO. 13-262 SCOPE AND SPECIFICATIONS

SCOPE AND SPECIFICATIONS

Supplier is to provide the City janitorial paper products & cleaning supplies in case quantities delivered to City Stores at 701 S. Walnut Road, on an as needed basis. The City for delivery by the Supplier will place orders weekly by the following week.

The quantities shown on the Bid Proposal Form (Exhibit B) represent the anticipated needs of the City based upon past usage. It is only intended to give a reference quantity and does not guarantee a quantity to the Supplier for the duration of this contract.

Paper dispensers are currently in place at points of use. However, if the successful bidder's supplies are not suited to the dispensers that are on hand, it will be the responsibility of the Supplier to remove existing dispensers and to supply and install dispensers that will work with their product at no expense to the City. Upon completion of this contract, the dispensers will become the property of the City.

The City currently has paper dispensers at various locations in the following quantities:

Paper Towel (C-Fold):	19
Paper Towel (Roll):	46
Toilet Paper (Roll)	63
Toilet Paper (Single-Fold)	15
Seat Covers:	54
Hand Soap (Large)	6
Hand Soap (Regular)	39
Hand Soap (Foam)	2
Sanitary Napkins:	8

All paper products must not exceed EPA recommended percentages for Post-Consumer Waste and Total Recycled content.

Vendors must supply a MSDS, contents description and/or samples for comparison upon request by the City.

The prices offered on the Bid Proposal Form (Attachment A) are to be firm for the entire contract period or at the quantities stated whichever occurs first.

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFP 13-262

BID DUE DATE: SEPTEMBER 17, 2013

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

"JANITORIAL PAPER AND CLEANING SUPPLIES"

1) Return original bid to:

City of Turlock
Municipal Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454

- 2) Price shall be F.O.B. Destination or for the service rendered.
- 3) Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.
- 4) Bid must be on this bid form and signed by vendors authorized representative.
BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: RANDEK PAPER COMPANY

Address: 130 FLAMINGO DRIVE

Telephone Number 209 538 3111 Fax Number 209 538 2819

E-Mail Address LMar@Randik.com

Authorized Representative (print) LARRY MAR

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for August 28, 2013, at the prices indicated herein.

Bid Sheet

Total Cost from Exhibit B	
Sales Tax 7.625%	\$
Grand Total	\$

List any extra charges not described above: N/A

The following is required information. Any omission may be cause for rejection of Bid.

Early Pay Discount

A N/A % discount is offered for payment within N/A days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate

Does your firm hold a City of Turlock Business Tax Certificate? Yes No

If yes, number: 130481

"Piggyback" Contracting

Will your firm extend the same prices, terms and conditions to other public agencies?
 Yes No

Order Contact

Provide the following information about the City's contact for orders.

Name:	<u>CRISTIAN ANDASOLA</u>
Phone Number:	<u>209 538 311</u>
Fax Number:	<u>209 538 2819</u>
Cell Number:	<u> </u>
Email Address:	<u>CANDASOLA@KANDOL.COM</u>

Delivery

Method of Delivery: Common Carrier Private Company Carrier
(Please circle one choice or describe alternative method)

Compliance

Bidder, have you complied with the specifications, terms and conditions of this bid?
Yes NO

A "NO" answer requires a detailed explanation giving reference to all deviations.

Addendums (if applicable):

Bidder acknowledges receipt of ADDENDUM NO. # / , ,

Terms

- 1) Sales tax will be added at time of purchase.
- 2) Prices are F.O.B. Turlock.
- 3) Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

- a) In connection with the execution of this agreement, SUPPLIER shall not discriminate against any employee for applicant for employment because of age, race, religion, color, and sex or nation origin. SUPPLIER shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regards 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. SUPPLIER shall also comply with 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, SUPPLIER shall comply with the provisions of Section 1735 of the California Labor Code.
- b) Supplier and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.
- c) Supplier shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- d) Supplier shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Non-discrimination of the Handicapped:**Policy Statement**

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Suppliers and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Transportation of Hazardous Materials:

In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

Drug Free Workplace

Bidder/Supplier certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the

Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance

Supplier represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Supplier agrees that Supplier's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Supplier constitutes written notification to Supplier of City's rejection of any and all of Supplier order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)

Supplier's License No. 130035 Expiration Date: 12/31/14

Supplier certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

RANDIE KAPOL
Company Name

[Signature]
Signature of Authorized Representative

94-1545017
Federal Tax ID Number

****Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.***

EXHIBIT B

RANDIK PAPER CO FOR JANITORIAL PAPER AND CLEANING SUPPLIES

BID NO. 13-262 - CONTRACT 13-106

Item #	Qty	Item #	Description	Randik	Yearly Usage	Total
1	TIS001	19027	GEORGIA PACIFIC ROLLED TP	\$44.80	138	\$ 6,182.40
2	TIS003	57018	SUNNYCARE FACIAL TISSUE 30 BOXES PER CASE	\$12.25	9	\$ 110.25
3	TWL002	5600	KIMBERLY CLARK WYPALL L40 ALL PURPOSE TOWELS	\$33.90	56	\$ 1,898.40
4	LNRO01	24LL-5	METRO BLK 24"X23" GRBGE LNR	\$9.70	1	\$ 9.70
5	LNRO02	37LL-H	METRO BLK 23 GAL 8 MIL GRBGE LNR	\$16.00	10	\$ 160.00
6	LNRO03	4011-H	METRO BLK 32 GAL 1 MIL GRBGE LNR	\$20.40	4	\$ 81.60
7	LNRO04	33LL-XXXH	METRO BLK 44 GAL 1.5 GRBGE LNR	\$31.50	50	\$ 1,575.00
8	LNRO06	33LL-S	METRO BLK 10 GAL 45 MIL GRBGE LNR	\$11.98	4	\$ 47.92
9	LNRO08	33LL-XXH	METRO 10 GAL CLR 1.5 MIL GRBGE LNR	\$15.30	30	\$ 459.00
10	LNRO09	5303710N	INTERPLAST 23 GAL CLR 4 MIL ROLL GRBGE LNR	\$16.32	8	\$ 130.56
11	SAN002	KL260	HOSPECO SANITARY NAPKIN WASTE LINER	\$13.50	6	\$ 81.00
12	CLE0009	92517-50	KIMBERLY CLARK 500 ML AB SOAP	\$2.43	12	\$ 29.16
13	CLE010	91220-20	KIMBERLY CLARK 800 ML PINK SOAP	\$2.00	48	\$ 96.00
14	CLE016	91748-20	KIMBERLY CLARK 8.5 L SANI TUFF W/GRIT	\$31.00	4	\$ 124.00
15	CLE042	1807-04	GOJO PINK 1 GAL SOAP	\$4.80	6	\$ 28.80
16	CLE063	9631-24	GOJO PURELL 4 OZ HAND SANITIZER W/ALOE	\$1.50	152	\$ 228.00
17	CLE066	91298	KIMBERLY CLARK 800 ML AB SOAP	\$2.49	26	\$ 64.74
18	FRA025	5318	CHASE METERED VARIED FRAG AF SPRAY	\$2.27	266	\$ 603.82
19	FRA028	91067	KC CITRUS AIR FRESHENER	\$7.70	24	\$ 184.80
20	FRA031	91072-20	KC OCEAN AIR FRESHENER	\$7.70	24	\$ 184.80
21	DPS020	92620	ABOVE DISP	\$0.00	2	\$ -
22	30532	114604F	SYMPHONY INDUSTRIAL CLEANER & DE-GREASER	\$4.10	24	\$ 98.40
23	CLE001	145804F	SYMPHONY PINE SCENT LIQUID CLEANER/DISINFECTANT 1 GAL	\$4.58	24	\$ 109.92
24	CLE001A	167604F	SYMPHONY MULTI CLEANER 1GAL	\$4.91	38	\$ 186.58
25	CLE004	5197	CHASE ST STEEL POLISH	\$2.65	20	\$ 53.00
26	CLE011	433-4104	SPRAY PAK DISINFECTANT SPR	\$1.63	40	\$ 65.20
27	CLE012	179704F	SYMPHONY 1 GAL GLASS CLNR	\$2.79	1	\$ 2.79
28	CLE013	433-4101	SPRAY PAK SPR GLASS CLNR	\$1.52	250	\$ 380.00
29	CLE028	5177	CHASE OVEN GRILL CLNR	\$2.31	22	\$ 50.82
30	HYDROXI001	33604	BETCO HYDROGEN PEROX CLNR	\$12.70	14	\$ 177.80
31	INSECT001	433-4106	CHASE INSECT SPRAY	\$2.53	22	\$ 55.66
32	POL001	433-4109	CHASE FURNITURE POLISH	\$2.00	18	\$ 36.00
33	WASP001	433-4108	WASP SPRAY	\$2.70	60	\$ 162.00
34	CLE022	12-Jan	GEMGRIC PUMICE STONE	\$1.40	32	\$ 44.80
35	PAD020	98-604	ACS 6-10 WHITE SCOURING PD	\$0.26	62	\$ 16.12
36	SPG001	C53	PREMIER YELLOW SPG	\$1.33	2	\$ 2.66
37	SPG002	SC200	ACS 2 SIDE SPONGE	\$0.59	144	\$ 84.96
			TOTAL PER YEAR			\$ 13,806.66



Council Synopsis

50
January 14, 2014

From: Robert A. Jackson, Chief of Police

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the service agreement between Delta Wireless and the City of Turlock for the maintenance and service of the radio system including all portable and mobile radios, and authorizing the City Manager to sign all agreement related documents

2. DISCUSSION OF ISSUE:

Delta Wireless has been the service and maintenance provider for the City of Turlock's radio system including mobile and portable radios for several years. They have developed a level of expertise and institutional knowledge of the City of Turlock's radio system.

Each fiscal year a renewed service agreement is required to retain the services of Delta Wireless.

Staff is seeking authorization for the City Manager to sign all renewal service agreements between Delta Wireless and the City of Turlock.

3. BASIS FOR RECOMMENDATION:

City Council authorization is required to execute agreements.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s):1(a) Create an "efficient" yet effective City government organization.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funding for this agreement has been identified in 116/20-225.43224 (800 MHz Maintenance).

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A). Council may reject the service agreement with Delta Wireless.

B). Council may require future service agreement renewals to be approved by Council before being signed by the City Manager.



Service Agreement

1143 N. Market Blvd. #1 * Sacramento, CA 95834
Office: (916) 928-1200 FAX: (916) 928-6062

1830 Field Avenue * Stockton, CA 95203
Office: (209) 948-9611 FAX: (209) 948-0103

1925 Industrial * Auburn, CA 95603
Office: (530) 885-3065 FAX: (530) 885-9722

Customer: TURLOCK, CITY OF	Service Agreement No. S02000128
Attention: Steve Williams	Agreement Date: 7/1/2013
Address: 156 S. Broadway Suite 112	Date Maintenance Begins: 7/1/2013
City: TURLOCK State: CA Zip: 95380-	Date Maintenance Ends: 6/30/2014
Phone: (209) 668-5550 Fax: (209) 668-5642	Payment Period: Monthly
E-Mail:	Customer PO #:
	Negotiated by: Debra T

Quantity	Equipment	Descriptions	Place of Service	Monthly Fees	
				Per Unit	Extended
1	Turlock	Comm Service		\$24.00	\$24.00
1	Turlock	Dial-a-Ride		\$202.00	\$202.00
1	Turlock	Public Works		\$1,067.00	\$1,067.00
1	Turlock	Fire Dept		\$1,198.00	\$1,198.00
1	Turlock	Police Dept		\$7,982.00	\$7,982.00

When this agreement is accepted by Delta Wireless, the equipment on the customer/agreement order referenced above will be serviced by Delta Wireless in accordance with the terms and conditions printed on the reverse side. This agreement does not include replacement of antennas or batteries or service of any transmissin line, antenna, tower or tower lighting unless such work is described below.

TOTAL: \$10,473.00

Special Instructions:

Terms and Conditions of the Service Agreement are printed on the Reverse Side.

Customer Name:	Delta Wireless Inc.
Authorized Signature or PO #	Authorized Signature:

City of Turlock Inventory 2013-14

QTY	SERIAL	LOCATION	MODEL	TYPE OF EQUIPMENT		\$
1	277CZD0001	TPD	T5272A	CSC TRUNK CONTROLLER	\$	200.00
1				ACBI CARDS		
1				TCL CARD		
1				RSC CARD		
1				IRB CARD		
1				RIB CARD		
1				TSC CARD		
1				TIB CARD		
1	2558		114109	CSC CARD		15.00
1				CSC POWER SUPPLY		
6	404CZB0670	TPD	CEB	5 POSITION GOLD ELITE CONSOLE	\$	425.00
0				CIE CONSOLE INTERFACE UNITS		
0				HP COMPUTERS		
6				COIM CARDS		
6				TBIM CARDS		
10				BIM CARDS		
1				1 LOMI CARD WITH AUDIO EXPANTION CARDS		
6				SIGNALING CARDS		
1				16 AUX I/O CARD		
5				6 AUX I/O CARD		
5				RS-232 CARDS		
2				AIMI CARDS		
1	684671	TPD	0182885X02	CEB POWER SUPPLY		15.00
1	688043	TPD	0182385X01	CEB POWER SUPPLY		15.00
1	404CAX0166	TPD		EMBASSY SWITCH		45.00
1		TPD	01-8302BX01	EMBASSY POWER SUPPLY		15.00
2			BLN 7022B	EMBASSY AMBASADOR CARD		
2			BLN 7024A	EMBASSY TIMER CARD		
1	488CZB0087	TPD	T5366A	800 MHZ QUANTAR BASE (CLEMARS)		125.00
1	360CZF0011	TPD	T5365A	800 MHZ TRUNKED QUANTAR BASE		125.00
1	360CZF0012	TPD	T5365A	800 MHZ TRUNKED QUANTAR BASE		125.00
1	360CZF0013	TPD	T5365A	800 MHZ TRUNKED QUANTAR BASE		125.00
1	360CZF0014	TPD	T5365A	800 MHZ TRUNKED QUANTAR BASE		125.00
1	360CZF0015	TPD	T5365A	800 MHZ TRUNKED QUANTAR BASE		125.00
1	360CZF0016	TPD	T5365A	800 MHZ TRUNKED QUANTAR BASE		125.00
1	46862-B	TPD		6 CHAN. TX COMBINER		
1	46862-C	TPD		8 PORT RX MULTI-COUPLER		
1		TPD		800 MHZ DUPLEXER (CLEMARS)		
1	524SZE0B25	TPD	F2048A	DIU (DIGITAL INTERFACE UNIT)		50.00
1	524SZE0B26	TPD	F2048A	DIU (DIGITAL INTERFACE UNIT)		50.00
1	524SZE0B27	TPD	F2048A	DIU (DIGITAL INTERFACE UNIT)		50.00
1	524SZE0B28	TPD	F2048A	DIU (DIGITAL INTERFACE UNIT)		50.00
1	524SZE0B29	TPD	F2048A	DIU (DIGITAL INTERFACE UNIT)		50.00

City of Turlock Inventory 2013-14

9/19/2013

QTY	SERIAL	LOCATION	MODEL	TYPE OF EQUIPMENT		\$
1	5245ZE0830	TPD	F2048A	DIU (DIGITAL INTERFACE UNIT)		4,950.00
1	980970414	TPD	TL158A-R3	DBB BLACK BOX		50.00
12		TPD	NTN-1177D	MULTI UNIT BATTERY CHARGER	\$ 5.00	60.00
1		TPD	CDN6293A	3 COM SUPER STACK HUB		60.00
1		TPD	TDN9455F	SYSTEM WATCH COMPUTER W/ RF MODEM		40.00
1	867FZN1076	TPD	M11D1GD6CB1AN	IGTX MERCED CO SO BASE		25.00
1	867FZN1075	TPD	M11D1GD6CB1AN	IGTX NORTH CO BASE		25.00
1	778FQJ5537	TPD	D43LRAY73A5BK	RADIUS STAN CO SHERIFF BASE		-
23		TPD	560 & 350	BEAR CAT SCANNERS	\$ 5.00	115.00
1	QA388K	TPD	C53RTB-3145C	FIRE VHF BASE		125.00
1	291CABN0326	TPD	TDN9816A	VEHICULAR CHARGER		12.50
1	291CABN0330	TPD	TDN9816A	VEHICULAR CHARGER		12.50
1	291CABN0350	TPD	TDN9816A	VEHICULAR CHARGER		12.50
1	291CABN0354	TPD	TDN9816A	VEHICULAR CHARGER		12.50
1	291CABN0358	TPD	TDN9816A	VEHICULAR CHARGER		12.50
1	291CABN0362	TPD	TDN9816A	VEHICULAR CHARGER		12.50
1	154SWL0221	TPD	L43SUM70P0B	DESKTRAC LAW - FIRE BASE		25.00
5		TPD		VHF RADIUS CONTROL STATIONS TFD	\$ 12.00	60.00
7		TPD		VHF MAXTRAC MOBILES TFD	\$ 10.00	70.00
6		TPD		DAVID CLARK INTERCOM SYSTEMS TFD	\$ 15.00	90.00
2		SKATE PARK	BB5T-PG-E	SPECTRA DOME CAMERAS**	\$ 45.00	90.00
1	04114-C9E-27D6-028	SKATE PARK	DX8100	DIGITAL VIDEO RECORDER**	\$ 40.00	40.00
1	04153-004-9939-036	SKATE PARK	MCS16-10B	CAMERA POWER SUPPLY**	\$ 5.00	5.00

**Digital Video Camera under manufacturers warranty for 1yr. Pricing is for triage only

See Mobile & Portable Spread sheet

TPD TFD PW Dial-A-Ride CmSrv
 \$ 4,370.00 \$ 445.00 \$ 135.00
 \$ 3,612.00 \$ 753.00 \$ 202.00 \$ 24.00

Trunked Mobiles and Portables		Total's
196	See Mobile & Portable Spread sheet	\$ 8.00 \$ 1,568.00
89	See Mobile & Portable Spread sheet	\$ 10.00 \$ 890.00
12	See Mobile & Portable Spread sheet	\$ 12.00 \$ 144.00
13	See Mobile & Portable Spread sheet	\$ 15.00 \$ 195.00
6	See Mobile & Portable Spread sheet	\$ 10.00 \$ 60.00
2	See Mobile & Portable Spread sheet	\$ 50.00 \$ 100.00
3	See Mobile & Portable Spread sheet	\$ 10.00 \$ 30.00
19	See Mobile & Portable Spread sheet	\$ 10.00 \$ 190.00
2	See Mobile & Portable Spread sheet	\$ 15.00 \$ 30.00
6	See Mobile & Portable Spread sheet	\$ 30.00 \$ 180.00
40	See Mobile & Portable Spread sheet	\$ 30.00 \$ 1,200.00
4	See Mobile & Portable Spread sheet	\$ 10.00 \$ 40.00
38	See Mobile & Portable Spread sheet	\$ 8.00 \$ 304.00
74	See Mobile & Portable Spread sheet	\$ 8.00 \$ 592.00
Total per/department		\$ 10,473.00
Annual		\$125,676.00

Can not guarantee repair due to No longer supported product

Total by Department

TPD	TFD	PW	Dial-A-Ride	CmSrv
\$ 7,982.00	\$ 1,198.00	\$ 1,067.00	\$ 202.00	\$ 24.00

CITY OF TURLOCK RADIO INVENTORY

DECIMAL ID	SERIAL	MODEL	DEPT	VEH or #	Grand Total	\$ 10,473.00		
					TYPE	\$ 5,523.00	Dept.	
700105	466AZE1874	H01UCD6PW1BN	CmSrv	#1	MTS 2000	\$ 8.00		
700106	466AZE1875	H01UCD6PW1BN	CmSrv	#2	MTS 2000	\$ 8.00		
700107	466AZE1876	H01UCD6PW1BN	CmSrv	#3	MTS 2000	\$ 8.00	CmSrv	\$ 24.00
700256	722AZG1428	M01UGL6PW4BN	DIAL A RIDE	BASE	MCS 2000	\$ 12.00		
700341	722ACC4203	M01UGL6PW4BN	DIAL A RIDE	1121	MCS 2000	\$ 10.00		
700342	722ACC4204	M01UGL6PW4BN	DIAL A RIDE	1122	MCS 2000	\$ 10.00		
700151	722AZG1419	M01UGL6PW4BN	DIAL A RIDE	B12	MCS 2000	\$ 10.00		
700152	722AZG1420	M01UGL6PW4BN	DIAL A RIDE	B13	MCS 2000	\$ 10.00		
700153	722AZG1421	M01UGL6PW4BN	DIAL A RIDE	898	MCS 2000	\$ 10.00		
700156	722AZG1424	M01UGL6PW4BN	DIAL A RIDE	B18	MCS 2000	\$ 10.00		
700159	722AZG1427	M01UGL6PW4BN	DIAL A RIDE	B20	MCS 2000	\$ 10.00		
700362	722CDG0609	M01UGL6PW4BN	DIAL A RIDE	B1026	MCS 2000	\$ 10.00		
700363	722CDG0610	M01UGL6PW4BN	DIAL A RIDE	B1027	MCS 2000	\$ 10.00		
700364	722CDG0611	M01UGL6PW4BN	DIAL A RIDE	B1024	MCS 2000	\$ 10.00		
700365	722CDG0612	M01UGL6PW4BN	DIAL A RIDE	B1023	MCS 2000	\$ 10.00		
700366	722CDG0613	M01UGL6PW4BN	DIAL A RIDE	B1025	MCS 2000	\$ 10.00		
700402	722CFD0061	M01UGL6PW4BN	DIAL A RIDE	B1032	MCS 2000	\$ 10.00		
700401	722CFM1375	M01UGL6PW4BN	DIAL A RIDE	B1033	MCS 2000	\$ 10.00		
700403	722CFP0062	M01UGL6PW4BN	DIAL A RIDE	B1031	MCS 2000	\$ 10.00		
700517	514CKK0593	M21URM9PW1AN	DIAL A RIDE	DAR09-1035	XTL2500	\$ 10.00		
700523	514CJP1527	M21URM9PW1AN	DIAL A RIDE	1036	XTL2500	\$ 10.00		
700524	514CJP1531	M21URM9PW1AN	DIAL A RIDE	1037	XTL2500	\$ 10.00		
700487	514CJX0402	M21URM9PW1AN	DIAL A RIDE	B34	XTL2500	\$ 10.00	DIAL A RIDE	\$ 202.00
	103THY7170	AAM25KKD9AA2AN	TFD	E33	CDM1250	\$ 10.00		
	103THY7173	AAM25KKD9AA2AN	TFD	E32	CDM1250	\$ 10.00		
	103TJC8484	AAM25KKD9AA2AN	TFD	E33	CDM1250	\$ 10.00		
	103TJLE853	AAM25KKD9AA2AN	TFD	R08-286	CDM1250	\$ 10.00		
	736SDY1347	F5206A	TFD	33	MW800	\$ 30.00		
	736SDY4277	F5206A	TFD	22	MW800	\$ 30.00		
	736SDY4278	F5206A	TFD	34	MW800	\$ 30.00		
	736SGC0403	F5206A	TFD	32	MW800	\$ 30.00		
	736SKY1351	F5206A	TFD	31	MW800	\$ 30.00		
	S-0155	F5206A	TFD	35	MW800	\$ 30.00		
700020	466AZE1788	H01UCD6PW1BN	TFD	#1	MTS 2000	\$ 8.00		
700021	466AZE1789	H01UCD6PW1BN	TFD	#2	MTS 2000	\$ -	3/26/12 damaged beyond	
700023	466AZE1791	H01UCD6PW1BN	TFD	#4	MTS 2000	\$ 8.00		
700024	466AZE1792	H01UCD6PW1BN	TFD	#5	MTS 2000	\$ 8.00		
700025	466AZE1793	H01UCD6PW1BN	TFD	#6	MTS 2000	\$ 8.00		
700026	466AZE1794	H01UCD6PW1BN	TFD	#7	MTS 2000	\$ 8.00		
700027	466AZE1795	H01UCD6PW1BN	TFD	#8	MTS 2000	\$ 8.00		
700028	466AZE1796	H01UCD6PW1BN	TFD	#9	MTS 2000	\$ 8.00		
700029	466AZE1797	H01UCD6PW1BN	TFD	#10	MTS 2000	\$ 8.00		
700030	466AZE1798	H01UCD6PW1BN	TFD	#11	MTS 2000	\$ 8.00		
700031	466AZE1799	H01UCD6PW1BN	TFD	#12	MTS 2000	\$ 8.00		
700032	466AZE1800	H01UCD6PW1BN	TFD	#13	MTS 2000	\$ 8.00		
700033	466AZE1801	H01UCD6PW1BN	TFD	#14	MTS 2000	\$ 8.00		
700034	466AZE1802	H01UCD6PW1BN	TFD	#15	MTS 2000	\$ 8.00		
700035	466AZE1803	H01UCD6PW1BN	TFD	#16	MTS 2000	\$ 8.00		
700036	466AZE1804	H01UCD6PW1BN	TFD	#17	MTS 2000	\$ 8.00		
700037	466AZE1805	H01UCD6PW1BN	TFD	#18	MTS 2000	\$ 8.00		
700038	466AZE1806	H01UCD6PW1BN	TFD	#19	MTS 2000	\$ 8.00		
700039	466AZE1807	H01UCD6PW1BN	TFD	#20	MTS 2000	\$ 8.00		
700040	466AZE1808	H01UCD6PW1BN	TFD	#21	MTS 2000	\$ 8.00		
700041	466AZE1809	H01UCD6PW1BN	TFD	#22	MTS 2000	\$ 8.00		
700389	466CCL1490	H01UCD6PW1BN	TFD	#29	MTS 2000	\$ 8.00		
700390	466CCL1491	H01UCD6PW1BN	TFD	#30	MTS 2000	\$ 8.00		
	407CKM1865	H46KDF9PW6BN	TFD		XTS2500	\$ 8.00		
	407CKM1866	H46KDF9PW6BN	TFD		XTS2500	\$ 8.00		
700484	205CGT6006	H46UCD9PW5BN	TFD	#38	XTS2500	\$ 8.00		
700413	205CGT6007	H46UCD9PW5BN	TFD	#31	XTS2500	\$ 8.00		
700412	205CGT6008	H46UCD9PW5BN	TFD	#30	XTS2500	\$ 8.00		
700444	205CJB3819	H46UCD9PW5BN	TFD	#32	XTS2500	\$ 8.00		
700445	205CJB3820	H46UCD9PW5BN	TFD	#33	XTS2500	\$ 8.00		

CITY OF TURLOCK RADIO INVENTORY

DECIMAL ID	SERIAL	MODEL	DEPT	VEH or #	TYPE	\$ 5,523.00	Dept.
	736SJK2049	F5208A	TPD		MW810	\$ 30.00	
	736SJK2050	F5208A	TPD		MW810	\$ 30.00	
	736SJK2060	F5208A	TPD	1269	MW810	\$ 30.00	
	736SJT....	F5208A	TPD		MW810	\$ 30.00	
	736SJT....	F5208A	TPD		MW810	\$ 30.00	
	736SJT....	F5208A	TPD		MW810	\$ 30.00	
	736SJT....	F5208A	TPD		MW810	\$ 30.00	
700301	466AAJ1369	H01UCD6PW1BN	TPD	#64	MTS 2000	\$ 8.00	
700302	466AAJ1370	H01UCD6PW1BN	TPD	#65	MTS 2000	\$ 8.00	
700307	466AAS0843	H01UCD6PW1BN	TPD	#66	MTS 2000	\$ 8.00	
700308	466AAS0844	H01UCD6PW1BN	TPD	#67	MTS 2000	\$ 8.00	
700309	466AAS0845	H01UCD6PW1BN	TPD	#68	MTS 2000	\$ 8.00	
700314	466ABE5246	H01UCD6PW1BN	TPD	#69	MTS 2000	\$ 8.00	
700315	466ABE5247	H01UCD6PW1BN	TPD	#70	MTS 2000	\$ 8.00	
700316	466ABE5248	H01UCD6PW1BN	TPD	#71	MTS 2000	\$ 8.00	
700317	466ABE5249	H01UCD6PW1BN	TPD	#72	MTS 2000	\$ 8.00	
700318	466ABE5250	H01UCD6PW1BN	TPD	#73	MTS 2000	\$ 8.00	
700319	466ABE5251	H01UCD6PW1BN	TPD	#74	MTS 2000	\$ 8.00	
700320	466ABE5252	H01UCD6PW1BN	TPD	#75	MTS 2000	\$ 8.00	
700330	466ABQ1520	H01UCD6PW1BN	TPD	#76	MTS 2000	\$ 8.00	
700042	466AZE1810	H01UCD6PW1BN	TPD	#1	MTS 2000	\$ 8.00	
700044	466AZE1812	H01UCD6PW1BN	TPD	Blazer	MTS 2000	\$ 8.00	
700045	466AZE1813	H01UCD6PW1BN	TPD	#4	MTS 2000	\$ 8.00	
700046	466AZE1814	H01UCD6PW1BN	TPD	#5	MTS 2000	\$ 8.00	
700047	466AZE1815	H01UCD6PW1BN	TPD	#6	MTS 2000	\$ 8.00	
700048	466AZE1816	H01UCD6PW1BN	TPD	#7	MTS 2000	\$ 8.00	
700049	466AZE1817	H01UCD6PW1BN	TPD	#8	MTS 2000	\$ 8.00	
700050	466AZE1818	H01UCD6PW1BN	TPD	#9	MTS 2000	\$ 8.00	
700051	466AZE1819	H01UCD6PW1BN	TPD	#10	MTS 2000	\$ 8.00	
700052	466AZE1820	H01UCD6PW1BN	TPD	#11	MTS 2000	\$ 8.00	
700053	466AZE1821	H01UCD6PW1BN	TPD	#12	MTS 2000	\$ 8.00	
700054	466AZE1822	H01UCD6PW1BN	TPD	#13	MTS 2000	\$ 8.00	
700055	466AZE1823	H01UCD6PW1BN	TPD	#14	MTS 2000	\$ 8.00	
700056	466AZE1824	H01UCD6PW1BN	TPD	#15	MTS 2000	\$ 8.00	
700057	466AZE1825	H01UCD6PW1BN	TPD	#16	MTS 2000	\$ 8.00	
700058	466AZE1826	H01UCD6PW1BN	TPD	#17	MTS 2000	\$ 8.00	
700059	466AZE1827	H01UCD6PW1BN	TPD	#18	MTS 2000	\$ 8.00	
700060	466AZE1828	H01UCD6PW1BN	TPD	#19	MTS 2000	\$ 8.00	
700061	466AZE1829	H01UCD6PW1BN	TPD	#20	MTS 2000	\$ 8.00	
700062	466AZE1830	H01UCD6PW1BN	TPD	#21	MTS 2000	\$ 8.00	
700063	466AZE1831	H01UCD6PW1BN	TPD	#22	MTS 2000	\$ 8.00	
700064	466AZE1832	H01UCD6PW1BN	TPD	#23	MTS 2000	\$ 8.00	
700065	466AZE1833	H01UCD6PW1BN	TPD	#24	MTS 2000	\$ 8.00	
700066	466AZE1834	H01UCD6PW1BN	TPD	#25	MTS 2000	\$ 8.00	
700067	466AZE1835	H01UCD6PW1BN	TPD	#26	MTS 2000	\$ 8.00	
700068	466AZE1836	H01UCD6PW1BN	TPD	#27	MTS 2000	\$ 8.00	
700069	466AZE1837	H01UCD6PW1BN	TPD	#28	MTS 2000	\$ 8.00	
700070	466AZE1839	H01UCD6PW1BN	TPD	#29	MTS 2000	\$ 8.00	
700071	466AZE1840	H01UCD6PW1BN	TPD	#30	MTS 2000	\$ 8.00	
700072	466AZE1841	H01UCD6PW1BN	TPD	#31	MTS 2000	\$ 8.00	
700073	466AZE1842	H01UCD6PW1BN	TPD	#32	MTS 2000	\$ 8.00	
700074	466AZE1843	H01UCD6PW1BN	TPD	#33	MTS 2000	\$ 8.00	
700075	466AZE1844	H01UCD6PW1BN	TPD	#34	MTS 2000	\$ 8.00	
700076	466AZE1845	H01UCD6PW1BN	TPD	#35	MTS 2000	\$ 8.00	
700077	466AZE1846	H01UCD6PW1BN	TPD	#36	MTS 2000	\$ 8.00	
700078	466AZE1847	H01UCD6PW1BN	TPD	#37	MTS 2000	\$ 8.00	
700079	466AZE1848	H01UCD6PW1BN	TPD	#38	MTS 2000	\$ 8.00	
700080	466AZE1849	H01UCD6PW1BN	TPD	#39	MTS 2000	\$ 8.00	
700081	466AZE1850	H01UCD6PW1BN	TPD	#40	MTS 2000	\$ 8.00	
700082	466AZE1851	H01UCD6PW1BN	TPD	#41	MTS 2000	\$ 8.00	

CITY OF TURLOCK RADIO INVENTORY

DECIMAL ID	SERIAL	MODEL	DEPT	VEH or #	TYPE	\$ 5,523.00	Dept.
700083	466AZE1852	H01UCD6PW1BN	TPD	#42	MTS 2000	\$ 8.00	
700084	466AZE1853	H01UCD6PW1BN	TPD	#43	MTS 2000	\$ 8.00	
700085	466AZE1854	H01UCD6PW1BN	TPD	#44	MTS 2000	\$ 8.00	
700086	466AZE1855	H01UCD6PW1BN	TPD	#45	MTS 2000	\$ 8.00	
700087	466AZE1856	H01UCD6PW1BN	TPD	#46	MTS 2000	\$ 8.00	
700089	466AZE1858	H01UCD6PW1BN	TPD	#48	MTS 2000	\$ 8.00	
700090	466AZE1859	H01UCD6PW1BN	TPD	#49	MTS 2000	\$ 8.00	
700091	466AZE1860	H01UCD6PW1BN	TPD	#50	MTS 2000	\$ 8.00	
700092	466AZE1861	H01UCD6PW1BN	TPD	#51	MTS 2000	\$ 8.00	
700093	466AZE1862	H01UCD6PW1BN	TPD	#52	MTS 2000	\$ 8.00	
700094	466AZE1863	H01UCD6PW1BN	TPD	#53	MTS 2000	\$ 8.00	
700095	466AZE1864	H01UCD6PW1BN	TPD	#54	MTS 2000	\$ 8.00	
700096	466AZE1865	H01UCD6PW1BN	TPD	#55	MTS 2000	\$ 8.00	
700097	466AZE1866	H01UCD6PW1BN	TPD	#56	MTS 2000	\$ 8.00	
700098	466AZE1867	H01UCD6PW1BN	TPD	#57	MTS 2000	\$ 8.00	
700099	466AZE1868	H01UCD6PW1BN	TPD	#58	MTS 2000	\$ 8.00	
700100	466AZE1869	H01UCD6PW1BN	TPD	#59	MTS 2000	\$ 8.00	
700101	466AZE1870	H01UCD6PW1BN	TPD	#60	MTS 2000	\$ 8.00	
700102	466AZE1871	H01UCD6PW1BN	TPD	#61	MTS 2000	\$ 8.00	
700103	466AZE1872	H01UCD6PW1BN	TPD	#62	MTS 2000	\$ 8.00	
700104	466AZE1873	H01UCD6PW1BN	TPD	#63	MTS 2000	\$ 8.00	
700346	466CCL1487	H01UCD6PW1BN	TPD	#77	MTS 2000	\$ 8.00	
700370	466CDG0758	H01UCD6PW1BN	TPD	#2	MTS 2000	\$ 8.00	
700371	466CDG0759	H01UCD6PW1BN	TPD	#82	MTS 2000	\$ 8.00	
700372	466CDG0760	H01UCD6PW1BN	TPD	#83	MTS 2000	\$ 8.00	
700373	466CDG0761	H01UCD6PW1BN	TPD	#84	MTS 2000	\$ 8.00	
700374	466CDG0762	H01UCD6PW1BN	TPD	#85	MTS 2000	\$ 8.00	
700376	466CDG0764	H01UCD6PW1BN	TPD	#87	MTS 2000	\$ 8.00	
700377	466CDG0765	H01UCD6PW1BN	TPD	#88	MTS 2000	\$ 8.00	
700378	466CDG0766	H01UCD6PW1BN	TPD	#89	MTS 2000	\$ 8.00	
700379	466CDG0767	H01UCD6PW1BN	TPD	#90	MTS 2000	\$ 8.00	
700380	466CDG0768	H01UCD6PW1BN	TPD	#91	MTS 2000	\$ 8.00	
700391	466CFG0166	H01UCD6PW1BN	TPD	#92	MTS 2000	\$ 8.00	
700392	466CFG0167	H01UCD6PW1BN	TPD	#93	MTS 2000	\$ 8.00	
700347	466CLL1488	H01UCD6PW1BN	TPD	#78	MTS 2000	\$ 8.00	
700348	466CLL1489	H01UCD6PW1BN	TPD	#79	MTS 2000	\$ 8.00	
700349	466CLL1492	H01UCD6PW1BN	TPD	#80	MTS 2000	\$ 8.00	
700350	466CLL1493	H01UCD6PW1BN	TPD	#81	MTS 2000	\$ 8.00	
700409	205CGM2708	H46UCD9PW5AN	TPD	#94	XTS2500	\$ 8.00	
700419	205CGZ0720	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700420	205CGZ0721	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700421	205CGZ0722	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700437	205CHR1262	H46UCD9PW5BN	TPD	#109	XTS2500	\$ 8.00	
700436	205CHR1263	H46UCD9PW5BN	TPD	#108	XTS2500	\$ 8.00	
700435	205CHR1264	H46UCD9PW5BN	TPD	#107	XTS2500	\$ 8.00	
700434	205CHR1265	H46UCD9PW5BN	TPD	#106	XTS2500	\$ 8.00	
700433	205CHR1266	H46UCD9PW5BN	TPD	#105	XTS2500	\$ 8.00	
700428	205CHR1267	H46UCD9PW5BN	TPD	#100	XTS2500	\$ 8.00	
700429	205CHR1268	H46UCD9PW5BN	TPD	#101	XTS2500	\$ 8.00	
700430	205CHR1269	H46UCD9PW5BN	TPD	#102	XTS2500	\$ 8.00	
700431	205CHR1270	H46UCD9PW5BN	TPD	#103	XTS2500	\$ 8.00	
700432	205CHR1271	H46UCD9PW5BN	TPD	#104	XTS2500	\$ 8.00	
700438	205CHR3368	H46UCD9PW5BN	TPD	#110	XTS2500	\$ 8.00	
700439	205CHR3369	H46UCD9PW5BN	TPD	#111	XTS2500	\$ 8.00	
700465	205CJT1822	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700466	205CJT1823	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700480	205CJT6511	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700477	205CJT6512	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700478	205CJT6513	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700475	205CJT6514	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	

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DECIMAL ID	SERIAL	MODEL	DEPT	VEH or #	TYPE	\$ 5,523.00	Dept.
700479	205CJT6515	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700483	205CJT6516	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700476	205CJT6517	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700481	205CJT6518	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700482	205CJT6519	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700470	205CJT6520	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700467	205CJT6521	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700469	205CJT6522	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700472	205CJT6523	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700473	205CJT6524	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700474	205CJT6525	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700471	205CJT6526	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700468	205CJT6527	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700525	205CMK1005	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700526	205CMK1006	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700527	205CMK1007	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700528	205CMK1008	H46UCD9PW5BN	TPD		XTS2500	\$ 8.00	
700533	418CMV0000	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700534	418CMV0001	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700535	418CMV0002	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700536	418CMV0003	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700537	418CMV0004	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700538	418CMV0005	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700539	418CMV0006	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700540	418CMV0007	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700541	418CMV0008	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700542	418CMV0009	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700543	418CMV0010	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700544	418CMV0011	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700545	418CMV0012	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700546	418CMV0013	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700547	418CMV0014	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700548	418CMV0015	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700549	418CMV0016	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700550	418CMV0017	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700551	418CMV0018	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700552	418CMV0019	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700553	418CMV0020	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700554	418CMV0021	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700555	418CMV0022	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700556	418CMV0023	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700557	418CMV0024	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700558	418CMV0025	H98UCD9PW5AN	TPD		APX6000	\$ 8.00	
700108	761AZJ0123	L04UJH9PW7AN	TPD	REC.DEPT	CONSOLE	\$ 15.00	
700109	761AZJ0124	L04UJH9PW7AN	TPD	PATROL	CONSOLE	\$ 15.00	
700110	761AZJ0130	L04UJH9PW7AN	TPD	A/C	CONSOLE	\$ 15.00	
	276CKZ0401	L20KSS9PW1AN	TPD	Command Var	CONSOLE	\$ 15.00	

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	276CKZ0402	L20KSS9PW1AN	TPD	Command Var	CONSOLE	\$ 15.00	
	276CKZ0302	L20QSS9PW1AN	TPD	Command Var	UHF Consolette	\$ 15.00	
	276CKZ0280	L20URS9PW1AN	TPD	Command Var	800 Consolette	\$ 15.00	
	276CKZ0386	L20URS9PW1AN	TPD	Command Var	800 Consolette	\$ 15.00	
	Op#1	Position#1	TPD	Command Var	MIP5000 consol	\$ 50.00	
	Op#2	Position#2	TPD	Command Var	MIP5000 consol	\$ 50.00	
	740CLA0403	L3484	TPD	Command Var	MIP Gateways	\$ 10.00	
	740CMJ0273	L3484	TPD	Command Var	MIP Gateways	\$ 10.00	
	740CHE1254	L3484	TPD	Command Var	MIP Gateways	\$ 10.00	
	740CLA0410	L3484	TPD	Command Var	MIP Gateways	\$ 10.00	
	740CLA0414	L3484	TPD	Command Var	MIP Gateways	\$ 10.00	
	740CLB0224	L3482	TPD	Command Var	MIP Gateways	\$ 10.00	
700304	722AAG0643	M01UGL6PW4BN	TPD	VEH #1172	MCS 2000	\$ 10.00	
700305	722AAJ0581	M01UGL6PW4BN	TPD	VEH #1167	MCS 2000	\$ 10.00	
700306	722AAJ0582	M01UGL6PW4BN	TPD	VEH #1174	MCS 2000	\$ 10.00	
700345	722ACG1228	M01UGL6PW4BN	TPD	EXP #1194	MCS 2000	\$ 10.00	
700351	722ACN0518	M01UGL6PW4BN	TPD	VEH # 1189	MCS 2000	\$ 10.00	
700352	722ACN0519	M01UGL6PW4BN	TPD	VEH # 1188	MCS 2000	\$ 10.00	
700164	722AZG0316	M01UGL6PW4BN	TPD	VEH #1143	MCS 2000	\$ 10.00	
700165	722AZG0317	M01UGL6PW4BN	TPD	VEH #102	MCS 2000	\$ 10.00	
700249	722AZG0319	M01UGL6PW4BN	TPD	EXTRA	MCS 2000	\$ 10.00	
700111	722AZG0503	M01UGL6PW4BN	TPD	CSO #1175	MCS 2000	\$ 10.00	
700112	722AZG0504	M01UGL6PW4BN	TPD	VEH #1160	MCS 2000	\$ 10.00	
700113	722AZG0505	M01UGL6PW4BN	TPD	VEH #1162	MCS 2000	\$ 10.00	
700114	722AZG0506	M01UGL6PW4BN	TPD	CORSICA	MCS 2000	\$ 10.00	
700115	722AZG0507	M01UGL6PW4BN	TPD	VEH #1132	MCS 2000	\$ 10.00	
700116	722AZG0508	M01UGL6PW4BN	TPD	VEH #162	MCS 2000	\$ 10.00	
700117	722AZG0509	M01UGL6PW4BN	TPD	VEH #175	MCS 2000	\$ 10.00	
700118	722AZG0510	M01UGL6PW4BN	TPD	VEH #1147	MCS 2000	\$ 10.00	
700119	722AZG0511	M01UGL6PW4BN	TPD	VEH #143	MCS 2000	\$ 10.00	
700120	722AZG0512	M01UGL6PW4BN	TPD	VEH #1141	MCS 2000	\$ 10.00	
700121	722AZG0513	M01UGL6PW4BN	TPD	VEH #1148	MCS 2000	\$ 10.00	
700122	722AZG0514	M01UGL6PW4BN	TPD	VEH #1153	MCS 2000	\$ 10.00	
700123	722AZG0515	M01UGL6PW4BN	TPD	VEH #1161	MCS 2000	\$ 10.00	
700124	722AZG0516	M01UGL6PW4BN	TPD	VEH #1164	MCS 2000	\$ 10.00	
700125	722AZG0517	M01UGL6PW4BN	TPD	GRAND AM	MCS 2000	\$ 10.00	
700126	722AZG0632	M01UGL6PW4BN	TPD	VEH #1124	MCS 2000	\$ 10.00	
700127	722AZG0633	M01UGL6PW4BN	TPD	VEH #1115	MCS 2000	\$ 10.00	
700128	722AZG0634	M01UGL6PW4BN	TPD	VEH #1194	MCS 2000	\$ 10.00	
700129	722AZG0635	M01UGL6PW4BN	TPD	VEH #1183	MCS 2000	\$ 10.00	
700130	722AZG0636	M01UGL6PW4BN	TPD	VEH # 1187	MCS 2000	\$ 10.00	
700131	722AZG0637	M01UGL6PW4BN	TPD	VEH #1170	MCS 2000	\$ 10.00	
700132	722AZG0638	M01UGL6PW4BN	TPD	VEH #1182	MCS 2000	\$ 10.00	
700133	722AZG0639	M01UGL6PW4BN	TPD	VEH #2004	MCS 2000	\$ 10.00	
700134	722AZG0640	M01UGL6PW4BN	TPD	VEH #1130	MCS 2000	\$ 10.00	
700135	722AZG0641	M01UGL6PW4BN	TPD	VEH #1166	MCS 2000	\$ 10.00	
700136	722AZG0642	M01UGL6PW4BN	TPD	VEH #1191	MCS 2000	\$ 10.00	
700137	722AZG0643	M01UGL6PW4BN	TPD	VEH #1149	MCS 2000	\$ 10.00	
700138	722AZG0644	M01UGL6PW4BN	TPD	VEH #155	MCS 2000	\$ 10.00	
700139	722AZG0645	M01UGL6PW4BN	TPD	VEH #1158	MCS 2000	\$ 10.00	
700140	722AZG0646	M01UGL6PW4BN	TPD	VEH #1131	MCS 2000	\$ 10.00	
700141	722AZG0647	M01UGL6PW4BN	TPD	NAVIGATER	MCS 2000	\$ 10.00	
700142	722AZG0648	M01UGL6PW4BN	TPD	VEH #140	MCS 2000	\$ 10.00	
700143	722AZG0649	M01UGL6PW4BN	TPD	VEH #1181	MCS 2000	\$ 10.00	
700144	722AZG0650	M01UGL6PW4BN	TPD	VEH # 1180	MCS 2000	\$ 10.00	
700145	722AZG0651	M01UGL6PW4BN	TPD	VEH # 1142	MCS 2000	\$ 10.00	
700146	722AZG0652	M01UGL6PW4BN	TPD	CHIEF VEH	MCS 2000	\$ 10.00	
700147	722AZG0653	M01UGL6PW4BN	TPD	VEH # 1192	MCS 2000	\$ 10.00	
700148	722AZG0654	M01UGL6PW4BN	TPD	VEH # 1165	MCS 2000	\$ 10.00	
700160	722AZG0680	M01UGL6PW4BN	TPD	VEH # 1146	MCS 2000 RM	\$ 10.00	

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DECIMAL ID	SERIAL	MODEL	DEPT	VEH or #	TYPE	\$	5,523.00	Dept.	
700161	722AZG0681	M01UGL6PW4BN	TPD	VEH # 1148	MCS 2000	\$	10.00		
700162	722AZG0682	M01UGL6PW4BN	TPD	VEH # 2005	MCS 2000 RM	\$	10.00		
700163	722AZG0683	M01UGL6PW4BN	TPD	CROWN VIC	MCS 2000 RM	\$	10.00		
700367	722CDG0593	M01UGL6PW4BN	TPD	EXP #1198	MCS 2000	\$	10.00		
700368	722CDG0594	M01UGL6PW4BN	TPD	PARK 1197	MCS 2000	\$	10.00		
700369	722CDG0595	M01UGL6PW4BN	TPD	SPARE	MCS 2000	\$	10.00		
700394	722CEE0667	M01UGL6PW4BN	TPD	VEH # 1227	MCS 2000	\$	10.00		
700393	722CEE0676	M01UGL6PW4BN	TPD	VEH # 1226	MCS 2000	\$	10.00		
700395	722CEJ0426	M01UGL6PW4BN	TPD	VEH # 1228	MCS 2000	\$	10.00		
700396	722CEJ0427	M01UGL6PW4BN	TPD	VEH # 1229	MCS 2000	\$	10.00		
700397	722CEJ0428	M01UGL6PW4BN	TPD	VEH # 1230	MCS 2000	\$	10.00		
700149	494AZG0269	M04AGF9PW4AN	TPD	MOT # 160	SPECTRA	\$	15.00		Can not guarantee repair
700150	494AZG0270	M04AGF9PW4AN	TPD	MOT # 1173	SPECTRA	\$	15.00		Can not guarantee repair
700442	500CHZ0308	M20URS9PW1AN	TPD	MOTOR	XTL5000	\$	10.00		
700441	500CHZ0309	M20URS9PW1AN	TPD	MOTOR	XTL5000	\$	10.00		
700509	500CHZ0339	M20URS9PW1AN	TPD	T702	XTL5000	\$	10.00		
700425	514CGZ0454	M21URM9PW1AN	TPD	1248	XTL2500	\$	10.00		
700423	514CGZ0455	M21URM9PW1AN	TPD	1247	XTL2500	\$	10.00		
700426	514CGZ0456	M21URM9PW1AN	TPD	1249	XTL2500	\$	10.00		
700422	514CHF1167	M21URM9PW1AN	TPD	1253	XTL2500	\$	10.00		
700427	514CHF3754	M21URM9PW1AN	TPD	1259	XTL2500	\$	10.00		
700424	514CHF3755	M21URM9PW1AN	TPD	1184	XTL2500	\$	10.00		
700440	514CHX1087	M21URM9PW1AN	TPD	#1273	XTL2500	\$	10.00		
700464	514CJR1420	M21URM9PW1AN	TPD	#VEH08-1279	XTL2500	\$	10.00		
700508	514CJR1421	M21URM9PW1AN	TPD	529	XTL2500	\$	10.00		
700486	514CJR1422	M21URM9PW1AN	TPD	530	XTL2500	\$	10.00		
700485	514CJR1466	M21URM9PW1AN	TPD	08-1282	XTL2500	\$	10.00		
	514CKT1522	M21URM9PW1AN	TPD	09-1289	XTL2500	\$	10.00		
700518	514CKH0802	M21URM9PW1AN	TPD	09-1290	XTL2500	\$	10.00	TPD	\$3,612.00
700310	466AAW4180	H01UCD6PW1BN	TPW	113	MTS 2000	\$	8.00		
700311	466AAW4181	H01UCD6PW1BN	TPW	93	MTS 2000	\$	8.00		
700321	466ABG2235	H01UCD6PW1BN	TPW	94	MTS 2000				Not repairable 9/6/13
700322	466ABG2236	H01UCD6PW1BN	TPW	95	MTS 2000	\$	8.00		
700323	466ABG2237	H01UCD6PW1BN	TPW	96	MTS 2000	\$	8.00		
700332	466ABQ3751	H01UCD6PW1BN	TPW	97	MTS 2000	\$	8.00		
700334	466ABQ3753	H01UCD6PW1BN	TPW	99	MTS 2000	\$	8.00		
700335	466ABQ3754	H01UCD6PW1BN	TPW	100	MTS 2000	\$	8.00		
700339	466ABU3749	H01UCD6PW1BN	TPW	103	MTS 2000	\$	8.00		
700381	466ACE1823	H01UCD6PW1BN	TPW	105	MTS 2000	\$	8.00		
700382	466ACE1824	H01UCD6PW1BN	TPW	106	MTS 2000	\$	8.00		
700166	466AZE1706	H01UCD6PW1BN	TPW	1	MTS 2000	\$	8.00		
700167	466AZE1707	H01UCD6PW1BN	TPW	2	MTS 2000	\$	8.00		
700168	466AZE1708	H01UCD6PW1BN	TPW	3	MTS 2000	\$	8.00		
700169	466AZE1709	H01UCD6PW1BN	TPW	23	MTS 2000	\$	8.00		
700172	466AZE1712	H01UCD6PW1BN	TPW	37	MTS 2000	\$	8.00		
700173	466AZE1713	H01UCD6PW1BN	TPW	39	MTS 2000	\$	8.00		
700174	466AZE1714	H01UCD6PW1BN	TPW	44	MTS 2000	\$	8.00		
700175	466AZE1715	H01UCD6PW1BN	TPW	54	MTS 2000	\$	8.00		
700176	466AZE1716	H01UCD6PW1BN	TPW	55	MTS 2000	\$	8.00		
700178	466AZE1718	H01UCD6PW1BN	TPW	66	MTS 2000	\$	8.00		
700179	466AZE1719	H01UCD6PW1BN	TPW	67	MTS 2000	\$	8.00		
700180	466AZE1720	H01UCD6PW1BN	TPW	76	MTS 2000	\$	8.00		
700181	466AZE1721	H01UCD6PW1BN	TPW	80	MTS 2000	\$	8.00		
700183	466AZE1723	H01UCD6PW1BN	TPW	83	MTS 2000	\$	-		Not repairable 10/23/12
700184	466AZE1724	H01UCD6PW1BN	TPW	84	MTS 2000	\$	8.00		
700185	466AZE1725	H01UCD6PW1BN	TPW	85	MTS 2000	\$	8.00		
700186	466AZE1726	H01UCD6PW1BN	TPW	86	MTS 2000	\$	8.00		
700187	466AZE1727	H01UCD6PW1BN	TPW	4	MTS 2000	\$	8.00		
700189	466AZE1729	H01UCD6PW1BN	TPW	6	MTS 2000	\$	8.00		
700191	466AZE1738	H01UCD6PW1BN	TPW	8	MTS 2000	\$	8.00		

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DECIMAL ID	SERIAL	MODEL	DEPT	VEH or #	TYPE	\$ 5,523.00	Dept.
700192	466AZE1739	H01UCD6PW1BN	TPW	9	MTS 2000	\$ 8.00	
700193	466AZE1740	H01UCD6PW1BN	TPW	10	MTS 2000	\$ 8.00	
700194	466AZE1741	H01UCD6PW1BN	TPW	11	MTS 2000	\$ 8.00	
700196	466AZE1743	H01UCD6PW1BN	TPW	13	MTS 2000	\$ 8.00	
700197	466AZE1744	H01UCD6PW1BN	TPW	35	MTS 2000	\$ 8.00	
700198	466AZE1745	H01UCD6PW1BN	TPW	15	MTS 2000	\$ 8.00	
700200	466AZE1747	H01UCD6PW1BN	TPW	17	MTS 2000	\$ 8.00	
700201	466AZE1748	H01UCD6PW1BN	TPW	18	MTS 2000	\$ 8.00	
700203	466AZE1750	H01UCD6PW1BN	TPW	21	MTS 2000	\$ 8.00	
700204	466AZE1751	H01UCD6PW1BN	TPW	22	MTS 2000	\$ 8.00	
700205	466AZE1752	H01UCD6PW1BN	TPW	20	MTS 2000	\$ 8.00	
700207	466AZE1754	H01UCD6PW1BN	TPW	25	MTS 2000	\$ 8.00	
700210	466AZE1757	H01UCD6PW1BN	TPW	36	MTS 2000	\$ 8.00	
700211	466AZE1758	H01UCD6PW1BN	TPW	38	MTS 2000	\$ 8.00	
700212	466AZE1759	H01UCD6PW1BN	TPW	32	MTS 2000	\$ 8.00	
700213	466AZE1760	H01UCD6PW1BN	TPW	33	MTS 2000	\$ 8.00	
700215	466AZE1762	H01UCD6PW1BN	TPW	40	MTS 2000	\$ 8.00	
700218	466AZE1765	H01UCD6PW1BN	TPW	43	MTS 2000	\$ 8.00	
700219	466AZE1766	H01UCD6PW1BN	TPW	45	MTS 2000	\$ 8.00	
700220	466AZE1767	H01UCD6PW1BN	TPW	46	MTS 2000	\$ 8.00	
700221	466AZE1768	H01UCD6PW1BN	TPW	47	MTS 2000	\$ 8.00	
700223	466AZE1770	H01UCD6PW1BN	TPW	49	MTS 2000	\$ 8.00	
700224	466AZE1771	H01UCD6PW1BN	TPW	50	MTS 2000	\$ 8.00	
700226	466AZE1773	H01UCD6PW1BN	TPW	52	MTS 2000	\$ 8.00	
700227	466AZE1774	H01UCD6PW1BN	TPW	53	MTS 2000	\$ 8.00	
700228	466AZE1775	H01UCD6PW1BN	TPW	56	MTS 2000	\$ 8.00	
700229	466AZE1776	H01UCD6PW1BN	TPW	57	MTS 2000	\$ 8.00	
700232	466AZE1779	H01UCD6PW1BN	TPW	60	MTS 2000	\$ 8.00	
700233	466AZE1780	H01UCD6PW1BN	TPW	61	MTS 2000	\$ 8.00	
700234	466AZE1781	H01UCD6PW1BN	TPW	62	MTS 2000	\$ 8.00	
700236	466AZE1783	H01UCD6PW1BN	TPW	64	MTS 2000	\$ 8.00	
700237	466AZE1784	H01UCD6PW1BN	TPW	68	MTS 2000	\$ 8.00	
700238	466AZE1785	H01UCD6PW1BN	TPW	69	MTS 2000	\$ 8.00	
700239	466AZE1786	H01UCD6PW1BN	TPW	70	MTS 2000	\$ 8.00	
700243	466AZG1654	H01UCD6PW1BN	TPW	74	MTS 2000	\$ 8.00	
700245	466AZG1656	H01UCD6PW1BN	TPW	77	MTS 2000	\$ 8.00	
700247	466AZG1658	H01UCD6PW1BN	TPW	79	MTS 2000	\$ 8.00	
700248	466AZG1659	H01UCD6PW1BN	TPW	81	MTS 2000	\$ 8.00	
700257	466AZG3910	H01UCD6PW1BN	TPW	14	MTS 2000	\$ 8.00	
700260	466AZL1903	H01UCD6PW1BN	TPW	87	MTS 2000	\$ 8.00	
700298	466AZS3008	H01UCD6PW1BN	TPW	89	MTS 2000	\$ 8.00	
700299	466AZS3009	H01UCD6PW1BN	TPW	90	MTS 2000	\$ 8.00	
700300	466AZS3010	H01UCD6PW1BN	TPW	91	MTS 2000	\$ 8.00	
700383	466CDB0187	H01UCD6PW1BN	TPW	107	MTS 2000	\$ 8.00	
700384	466CDN0188	H01UCD6PW1BN	TPW	108	MTS 2000	\$ 8.00	
700385	466CDN0189	H01UCD6PW1BN	TPW	109	MTS 2000	\$ 8.00	
700386	466CDN0308	H01UCD6PW1BN	TPW	110	MTS 2000	\$ 8.00	
700387	466CDN0309	H01UCD6PW1BN	TPW	111	MTS 2000	\$ 8.00	
700388	466CDN0310	H01UCD6PW1BN	TPW	112	MTS 2000	\$ 8.00	
700398	466CFH0088	H01UCD6PW1BN	TPW	113	MTS 2000	\$ 8.00	
700399	466CFH0089	H01UCD6PW1BN	TPW	114	MTS 2000	\$ 8.00	
700400	205CFM3232	H46UCD9PW5AN	TPW	115	XTS2500	\$ 8.00	
700404	205CGD2104	H46UCD9PW5AN	TPW	116	XTS2500	\$ 8.00	
700405	205CGD2105	H46UCD9PW5AN	TPW	117	XTS2500	\$ 8.00	
700408	205CGH2587	H46UCD9PW5AN	TPW	120	XTS2500	\$ 8.00	
700417	205CHB0678	H46UCD9PW5BN	TPW	124	XTS2500	\$ 8.00	
700454	205CJH1539	H46UCD9PW5BN	TPW	126	XTS2500	\$ 8.00	
700455	205CJH1540	H46UCD9PW5BN	TPW	127	XTS2500	\$ 8.00	
700456	205CJH1541	H46UCD9PW5BN	TPW	128	XTS2500	\$ 8.00	
700457	205CJH1542	H46UCD9PW5BN	TPW	129	XTS2500	\$ 8.00	

CITY OF TURLOCK RADIO INVENTORY Turlock 2013 - 2014 Working Inventory

DECIMAL ID	SERIAL	MODEL	DEPT	VEH or #	TYPE	\$	5,523.00	Dept.	
700458	205CJH1543	H46UCD9PW5BN	TPW	130	XTS2500	\$	8.00		
700459	205CJH1544	H46UCD9PW5BN	TPW	131	XTS2500	\$	8.00		
700460	205CJH1545	H46UCD9PW5BN	TPW	132	XTS2500	\$	8.00		
700462	205CJP5630	H46UCD9PW5BN	TPW	133	XTS2500	\$	8.00		
700463	205CJP5631	H46UCD9PW5BN	TPW	134	XTS2500	\$	8.00		
700515	205CKF1201	H46UCD9PW5BN	TPW	139	XTS2500	\$	8.00		
700516	205CKF1202	H46UCD9PW5BN	TPW	140	XTS2500	\$	8.00		
700511	205CKF1203	H46UCD9PW5BN	TPW	135	XTS2500	\$	8.00		
700512	205CKF1204	H46UCD9PW5BN	TPW	136	XTS2500	\$	8.00		
700513	205CKF1205	H46UCD9PW5BN	TPW	137	XTS2500	\$	8.00		
700514	205CKF1206	H46UCD9PW5BN	TPW	138	XTS2500	\$	8.00		
700250	722AZG0318	M01UGL6PW4BN	TPW	BASE	MCS 2000	\$	12.00		
700251	722AZG1063	M01UGL6PW4BN	TPW	BASE	MCS 2000	\$	12.00		
700252	722AZG1064	M01UGL6PW4BN	TPW	BASE	MCS 2000	\$	12.00		
700253	722AZG1065	M01UGL6PW4BN	TPW	BASE	MCS 2000	\$	12.00		
700254	722AZG1066	M01UGL6PW4BN	TPW	BASE	MCS 2000	\$	12.00		
700255	722AZG1067	M01UGL6PW4BN	TPW	BASE	MCS 2000	\$	12.00		
700358	722CDG0457	M01UGL6PW4BN	TPW	BASE	MCS 2000	\$	12.00		
700359	722CDG0458	M01UGL6PW4BN	TPW	BASE	MCS 2000	\$	12.00		
700360	722CDG0459	M01UGL6PW4BN	TPW	BASE	MCS 2000	\$	12.00		
700361	722CDG0460	M01UGL6PW4BN	TPW	BASE	MCS 2000	\$	12.00		
700331	722ABQ1080	M01UJL6PW4BN	TPW	BASE	MCS 2000	\$	12.00	TPW	\$ 932.00



1700 W. Fremont Street
Stockton, CA. 95203
209-948-9611
209-948-0103 Fax

This MAINTENANCE AGREEMENT is subject to these terms and conditions:

(1) **Definitions.** For the purpose of brevity and uniformity all references to Delta Wireless, Inc. in this agreement will be construed to mean Delta Wireless, Inc. All references to Customer shall be construed as meaning and apply to the equipment to be maintained by the terms of this agreement.

(2) **Work.** Delta Wireless, Inc. agrees to provide maintenance for the Customer of the equipment described on the attached equipment list of the agreement beginning and ending on the dates indicated if the Customer makes the payments herein specified. Mobile units will be removed and reinstalled in different vehicles at T&M rates. This agreement does not include maintenance of any transmission line, antennas, tower or tower lighting, unless such work is described on the reverse side of this agreement, such maintenance may be furnished upon request at mileage, material and labor rates prevailing at the time of each call. Maintenance shall include the labor and parts required to repair equipment which has become defective through normal wear and usage. Maintenance does not include the repair or replacement of equipment which has otherwise become defective, including, but not limited to, damage caused by accidents, physical abuse or misuse of the equipment, acts of God, fires, and does not include extensive maintenance or replacement of equipment due to interference, intermodulation, or other degrading signals causing poor service that the equipment is not designed to reject. Prior to the start of the contract, the customer is responsible for identifying equipment that is defective, broken, inoperable or physically damaged. Repair of this equipment to operational condition will be performed on a time and material basis.

(3) **Maintenance Standards.** The equipment will be maintained by Delta Wireless, Inc. in accordance with these standards: (I) Manufacturer parts or parts of equal quality will be used; (II) oil, water, dust and foreign substances will be removed from the equipment; (III) the equipment will not be subject to mechanical abuse; (IV) the equipment will be maintained at the levels necessary to provide the required communication; (V) routine maintenance procedures will be followed; and (VI) all maintenance work will be done by qualified technicians. The equipment will be inspected and adjusted periodically and as often as required.

(4) **Time and place of maintenance work.** Maintenance work on the base stations and other fixed equipment shall be performed at the location of the equipment, and the Customer shall furnish heat, light and power at these locations. Mobile units and removable equipment shall be delivered by the Customer to the place of service indicated on the reverse side of this agreement. The Customer shall give the Delta Wireless, Inc. Service Station at least 3 days' notice prior to delivery of a mobile unit for reinstallation. Customer shall give Delta Wireless, Inc. full and free access to all equipment being serviced.

(5) **Payment.** On or about the date each payment is due as set forth on the reverse side of this agreement Delta Wireless, Inc. will send the customer an invoice covering the monthly maintenance fees for the next Payment Period plus all other charges for the preceding Payment

Period, and the Customer shall pay the amount of said invoice within fifteen (15) days of its date to Delta Wireless, Inc. Each invoice shall be due and payable whether or not the equipment is operating, and Delta Wireless, Inc. may terminate this agreement by giving the Customer fifteen (15) days notice by certified mail if the Customer defaults in its payment to Delta Wireless, Inc. The Customer shall reimburse Delta Wireless, Inc. for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by or under the authority of the Federal, State or local law, rule or regulation with respect to the maintenance of the equipment except Federal income and profits taxes of Delta Wireless, Inc.

(6) FCC records. Delta Wireless, Inc. will assist in FCC licensing issues, however Customer is solely responsible for any and all licenses or authorizations required by the FCC or any other government agency.

(7) Interruption of service. The customer shall notify Delta Wireless, Inc in the event of failure of the unit. If Delta Wireless, Inc. fails to repair the unit within a reasonable time the Customer shall notify Delta Wireless, Inc. in writing. After said notice from the Customer, Delta Wireless, Inc. shall be liable for any interruption or interference affecting the use of or transmission through the equipment maintained to the extent of a pro rate allowance based on the monthly maintenance fee for the time such interruption or interference is attributable to the fault of Delta Wireless, Inc. does not assume and shall have no liability under this agreement for failure to provide or for delay in providing maintenance for the equipment due directly or indirectly to causes beyond the control and without the fault or negligence of Delta Wireless, Inc. including, but not restricted to, acts of God, acts of the public enemy, acts of the United States any State Territory of the United States, or any political subdivision of the foregoing, or the District of Columbia, acts of the Customer, its agents, employees, or subcontractors, fires, floods, epidemics quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions.

(8) Automatic renewal. After the "Date Maintenance Ends" indicated on the reverse side of this agreement, this agreement shall continue for successive additional periods of 1 month, provided that either Delta Wireless, Inc. or the Customer may terminate this agreement on the "Date Maintenance Ends" or thereafter upon 30 days written notice to the other party sent by certified mail to the address indicated herein.

(9) Laws and regulations. This agreement and the rights and obligations of the parties under it are subject to present and future valid orders and valid laws, rules and regulations of duly constituted authorities having jurisdiction.

(10) Waiver. Failure or delay on the part of Delta Wireless, Inc. or the Customer to exercise any right power or privilege hereunder shall not operate as a waiver thereof.

(11) Prior negotiations. This contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

(12) Amendment. No revision of this agreement shall be valid unless made in writing and signed by a General Manager or corporate officer of Delta Wireless Inc. and authorized agent of the Customer.

(13) Non-solicitation agreements. Contracted Company is and shall remain an independent contractor under this agreement and any other agreement for consulting services and no employment relationship is created. Services are provided for the exclusive use of the Client, and may not be sold, given away, or used for any other purpose other than the Client's business or organization. The Client understands and agrees that Contracted Company employees may not be solicited for regular full-time or part-time employment at the Client's business or organization without the express written approval by Designated of Contracted Company. The Client further agrees that in the event that any Contracted Company employee, while still employed by Contracted Company, or within ninety days of separation of employment from Contracted Company, becomes

employed by the Client, a placement fee equal to thirty percent of the first years salary is immediately payable to Contracted Company upon hiring of the Contracted Company employee by the Client.

(14) **Non-Solicitation of Employees:** Customer shall not, during the term of this Agreement and for a period of two (2) years immediately following the termination of the contract, or any extension hereof, for any reason, either directly or indirectly: (a) call on, solicit, induce, recruit, or encourage any of Delta Wireless employees to leave their employment or terminate their contracts or take away such employees (b) attempt to solicit, induce, recruit, encourage or take away employees for the customer or any other person or entity: (c) call on solicit, induce, recruit or encourage any of the customers to terminate their relationships with Delta Wireless or take away such customers or (d) attempt to solicit, induce, recruit, encourage or take customer of Delta Wireless for the Customer or any other person or entity.

(15) **Equipment that is documented "End of Life" by a manufacturer, cannot be added to this contract. Delta will provide a diligent work effort to repair the equipment on a time and material basis, under the same contractual response time and work day/week schedule.**

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE } RESOLUTION NO. 2014-
SERVICE AGREEMENT BETWEEN DELTA }
WIRELESS AND THE CITY OF TURLOCK }
FOR THE MAINTENANCE AND SERVICE OF }
THE RADIO SYSTEM INCLUDING ALL }
PORTABLE AND MOBILE RADIOS, AND }
AUTHORIZING THE CITY MANAGER TO SIGN }
ALL AGREEMENT RELATED DOCUMENTS }
_____ }

WHEREAS, Delta Wireless is the service and maintenance provider for the City of Turlock's radio system including all mobile and portable radios; and

WHEREAS, Delta Wireless has developed a level of expertise and institutional knowledge of the City's radio system; and

WHEREAS, a renewed service agreement is required every fiscal year to retain the services of Delta Wireless.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby approve the service agreement between Delta Wireless and the City of Turlock for the maintenance and service of the radio system including all mobile and portable radios, and authorizes the City Manager to sign all agreement related documents.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2014, 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

5R
January 14, 2014

From: Tim Lohman, Fire Chief

Prepared by: Tim Lohman, Fire Chief

Agenized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the Turlock Fire Department to apply for the Assistance to Firefighters Grant (AFG) administered through the Federal Emergency Management Agency (FEMA), in the amount of \$212,177, for the purchase of auto extrication equipment and diesel exhaust removal systems for the four (4) fire stations

2. DISCUSSION OF ISSUE:

The primary goal of the Assistance to Firefighters Grant (AFG) is to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical service organizations. Since 2001, AFG has helped firefighters and other first responders obtain critically needed equipment, protective gear, emergency vehicles, training and other resources needed to protect the public and emergency personnel from fire and related hazards.

Fiscal Year 2014 AFG is a suite of competitive discretionary grants comprised of three (3) interconnected component programs (Operations and Safety, Vehicle Acquisition, and Joint/Regional) for awarding direct financial assistance to fire departments, nonaffiliated EMS organizations, and state fire training academies. Available Funding for the 2014 AFG is \$288,828,075, with the projected award dates starting February 10, 2014.

When serving a jurisdiction of more than 20,000 residents, but not more than 1,000,000 residents, the applicant shall agree to make available non-federal funds in an amount equal to and not less than 10 percent of the grant awarded. If awarded the AFG Turlock Fire Department would need to pay ten percent (10%) of the total equipment costs.

Turlock Fire department is seeking to replace two (2) sets of auto extrication equipment that are twenty-two (22) and eighteen (18) years old respectively. The auto industry has made many safety advances in the construction of newer vehicles, such as Ultra High Strength Steel, which are great for automobile owners but make the rescuers job much more difficult. Our outdated tools do not always have the cutting power to safely free trapped passengers from accidents. In addition, our extrication equipment is frequently breaking down due to wear

and age. This causes more risk of injury to patients and rescuers as we are forced to wait for additional units to arrive, or work to extricate patients using other, less effective tools. The total cost of the extrication equipment is \$63,890 and includes power units, spreaders, cutters, rams, hydraulic hoses, and adapters for our two extrication engines.

The City of Turlock has four (4) fire stations which currently have no diesel exhaust removal systems in place. Toxic vehicle exhaust is entering our station's apparatus bays, dorm rooms, fitness areas, offices, and public areas. Each station is staffed full time, twenty-four (24) hours a day, seven (7) days a week. In addition to our firefighters, we routinely play host to members of the public, including children, via tours, open houses, or station/museum visits. Our inability to properly ventilate our fire station's vehicle exhaust particulates is putting the health and lives of our firefighters and our citizens at risk each day. The department is seeking grant funding for the purchase and installation of a vehicle exhaust removal system that will eliminate one hundred percent of the particulates and bring our stations into compliance with NFPA, NIOSH, and OSHA guidelines. The total cost of the four exhaust extraction systems is \$148,287.

The total grant application amount we are seeking is \$212,177 dollars. If awarded, the fire department's ten percent share would be \$21,217.

3. BASIS FOR RECOMMENDATION:

- A) Provides much needed equipment at ten percent of the total costs
- B) Meets the cities strategic plan

4. FISCAL IMPACT / BUDGET AMENDMENT:

Minimal

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

- A) Deny the request to apply for the grant.
- B) Look for other sources of funding.
- C) The City of Turlock funds these requests.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
TURLOCK FIRE DEPARTMENT TO APPLY }
FOR THE ASSISTANCE TO FIREFIGHTERS }
GRANT (AFG) ADMINISTERED THROUGH }
THE FEDERAL EMERGENCY MANAGEMENT }
AGENCY (FEMA), IN THE AMOUNT OF }
\$212,177, FOR THE PURCHASE OF AUTO }
EXTRICATION EQUIPMENT AND DIESEL }
EXHAUST REMOVAL SYSTEMS FOR THE }
FOUR (4) FIRE STATIONS }
_____ }

RESOLUTION NO. 2014-

WHEREAS, the primary goal of the Assistance to Firefighters Grant (AFG) is to meet firefighting and emergency response needs to fire departments and nonaffiliated emergency medical service organizations; and

WHEREAS, available funding for the 2014 AFG is \$288,828,075, with the projected award dates starting February 10, 2014; and

WHEREAS, the award of an AFG will require a ten percent (10%) match from City funds; and

WHEREAS, the Turlock Fire Department intend to apply for funding which would replace two (2) sets of outdated auto extrication equipment and four (4) exhaust removal systems, one for each of the four fire stations; and

WHEREAS, the Turlock Fire Department intends to apply for a grant amount of \$212,177, of which \$21,217 in City funds would be necessary to meet the ten percent (10%) match requirement.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby authorize the Turlock Fire Department to apply for the Assistance to Firefighters Grant (AFG) administered through the Federal Emergency Management Agency (FEMA), in the amount of \$212,177, to purchase auto extrication equipment and diesel exhaust removal systems for the four (4) fire stations.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2014, 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

55

January 14, 2014

From: Tim Lohman, Fire Chief
Prepared by: Tim Lohman, Fire Chief
Agenized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing an agreement between Turlock Fire Department and Merced County Fire Department to provide automatic aid to each other on Highway 99 between Lander Avenue and Bradbury Road

2. DISCUSSION OF ISSUE:

The Turlock Fire Department and Merced County Fire Department have worked together to develop an agreement to provide automatic aid to each agency on Highway 99 South of Lander Ave. and North of Bradbury Ave.

Turlock Fire Department responds to emergency incidents on Highway 99 between Lander Avenue and the rest stops. Merced County Fire Department responds to emergencies on Highway 99 from just north of Bradbury Road to the Merced/Stanislaus County lines. In this five-mile stretch of highway there are no access points on to the highway and no real good turn around points to change directions. Both departments recognize that by responding mutually through an auto aid agreement we can provide a better and more efficient service to our citizens.

The Turlock Fire Department does not anticipate that this agreement would have a detrimental impact to our service level within the current city boundaries. We believe that there will be about 10-20 emergency calls for service within the area of the agreement. To have emergency fire units responding from opposite directions on Highway 99 will provide a timely and effective response with better outcomes.

3. BASIS FOR RECOMMENDATION:

A) Provides a more effective and efficient emergency response.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Minimal

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

- A) Deny the request and continue to operate through a mutual aid request agreement.

**AUTOMATIC AID/MUTUAL AID AGREEMENT BETWEEN
MERCED COUNTY FIRE DEPARTMENT
AND THE
TURLOCK CITY FIRE DEPARTMENT**

THIS AGREEMENT, made and entered into by and between the Merced County Fire Department (hereinafter referred to as "County") and the Turlock City Fire Department (hereinafter referred to as "City").

WHEREAS, the parties hereto are geographically located in proximity to each other within the County of Merced and City of Turlock and

WHEREAS, it is to the parties mutual benefit that each render reciprocal supplemental assistance in the event of fire or other local fire department related emergencies of a type common to both parties not covered by or within the scope of the California Emergency Management Agency and Civil Defense Master Mutual Aid Agreement, but constituting so-called day-to-day automatic aid arising out of convenience rather than out of extraordinary necessity;

NOW THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

I. OPERATIONAL RESPONSE OF AUTOMATIC AID

A written Operational Response Plan shall be mutually agreed upon by the Fire Chiefs of both agencies. This plan shall include specific boundaries of response, emergency response guidelines, jurisdictional responsibility, communications, and resource availability.

II. COMMAND AUTHORITY

A. Responsible Jurisdiction to Have Command Authority

When either Merced County Fire or Turlock City Fire responds auto-aid into the neighboring jurisdiction under this Agreement, the incident commander of the responsible jurisdiction shall be in command of all staffing and equipment committed to the incident; however, the first officer at the scene will be in command even if it is not their jurisdiction. Command will then be reasonably passed to the first officer at the incident that has jurisdiction of that incident.

B. Judicious Use of Personnel and Equipment

It shall be the responsibility of the incident commander of the responsible jurisdiction to utilize the staffing and equipment from the jurisdiction providing aid only to the extent that is required to bring the emergency under control.

C. Order of Release

The staff and equipment from the jurisdiction providing aid shall be the first released from the scene of the emergency.

OK for Agenda


***Automatic Aid/Mutual Aid Agreement
Between Merced County Fire Department
and Turlock City Fire Department***

III. REPORTS

The responsible jurisdiction shall be responsible for completing all required reports, including but not limited to, reports mandated by local or state government.

IV. COMPENSATION

All services provided by either County or City under this Agreement shall be performed without monetary compensation for the twelve hours of the incident. If the incident exceeds twelve hours, the equipment would then transition to Assistance by Hire (ABH) retroactive back to the time of dispatch. The mutual advantages, protections, and services afforded by this Agreement are mutually agreed to be adequate compensation to both jurisdictions if the duration of the incident last less than twelve hours.

V. LIABILITY/HOLD HARMLESS

Nothing in the provisions of this Agreement is intended to affect the legal liability of either party by imposing any standard of care different from the standard of care imposed by law. Each party shall bear its own exposure for Worker's compensation on its own personnel while furnished to the other party or likewise.

It is understood and agreed that neither the County nor any officer or employee thereof, shall be responsible for any damage or liability incurred by reason of any act of omission by the City, its officers or employees under or in connection with any work, authority, or jurisdiction delegated to City under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4, City shall fully indemnify and hold harmless the County from any damage or liability incurred by reason of any act or omission by City, its officers or employees, under or in connection with any work, authority, or jurisdiction delegated to City under this Agreement.

It is understood and agreed that neither City nor any officer or employee thereof, shall be responsible for any damage or liability incurred by reason of any act or omission by County, its officer, or employees, under or in connection with any work, authority, or jurisdiction delegated to County under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, County shall fully indemnify and hold harmless City from any damage or liability incurred by reason of any act done or omission by County, its officers or employees, under or in connection with any work, authority, or jurisdiction delegated to County under this Agreement.

***Automatic Aid/Mutual Aid Agreement
Between Merced County Fire Department
and Turlock City Fire Department***

VI. AGREEMENT NOT FOR BENEFIT OF THIRD PARTIES

This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever. Any services performed or expenditures made in connection with this Agreement by either party hereto shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the jurisdiction which are suited within the respective jurisdictions defined herein.

VII. TERM

This Agreement shall commence upon execution of this Agreement by both parties, and shall remain in full force and effect unless terminated as provided herein.

This Agreement may be terminated without cause by either County or City upon written notice of termination given to the other party at least thirty (30) days in advance of the effective date of termination. Notice of termination shall be personally served or mailed, postage prepaid to the address designated beneath the signature of the parties hereto; or to such other address as may be designated by written notice.

VIII. AMENDMENTS TO AGREEMENT

- A. This Auto Aid Agreement contains all of the terms and conditions agreed to between the parties. Except as otherwise specified, this Agreement shall not be amended or altered without the written consent of the parties.
- B. Any such amendments shall be mutually agreed upon and require the written consent of the Fire Chiefs of the parties.

IX. EXCLUSIONS

Any requests for aid not covered in this Automatic Aid Agreement shall be handled under California Master Mutual Aid.

***Automatic Aid/Mutual Aid Agreement
Between Merced County Fire Department
and Turlock City Fire Department***

X. Operational Response Plan

A. Response Boundaries

- 1) County shall respond into the designated area on map highlighted in blue. On Highway 99 from the Turlock City limits North to West Main Street.
- 2) City shall respond in to designated area on the map highlighted in red. On Highway 99 from the Merced County Line South to Bradbury Road

B. Type of Incidents

Automatic aid to County and City shall be utilized whenever there is an incident that requires at least a two engine response. Examples include the following incidents, but are not limited to:

- 1) Vehicle Accidents
- 2) Vehicle Fires
- 3) Vegetation Fires

C. Type of Response

County automatic aid response shall consist of one Engine Company with a minimum of 1-0 staffing, responding into the area delineated and identified in Blue on the map. County will provide the engine that has capabilities similar to that of a type 1 engine.

City automatic aid response shall consist of one Engine Company with up to a minimum of 3-0 staffing, responding into the area delineated and identified in red on the map. City will provide an engine that has capabilities similar to that of a type 1 engine.

D. Guidelines Governing Response and Commitment to an Emergency

- 1) Immediate emergencies that require the use of red lights and sirens by responding fire vehicles shall be a part of this Agreement. Non Immediate calls such as public service assists, post fire investigations, and other responses that do not require the use of red lights and sirens shall not be a part of this Agreement; these calls shall be handled by the responsible jurisdiction.

**Automatic Aid/Mutual Aid Agreement
Between Merced County Fire Department
and Turlock City Fire Department**

- 2) When both jurisdictions are responding to an emergency along a common border, and jurisdictional responsibility has been identified by arriving units, the jurisdiction providing aid in accord with this Agreement shall work under the direction of the responsible jurisdiction.
- 3) The jurisdiction providing aid shall remain on the scene of the emergency until released by the incident commander of the responsible jurisdiction. Such release shall be as expeditious as possible.
- 4) It shall be the responsibility of the incident commander on the scene to summon additional personnel and equipment if needed to handle the emergency.
- 5) The incident commander on the scene will determine the need for continued response by other dispatched units.
- 6) The Incident Command System will be used in the management/mitigation of all incidents.
- 7) If County or City is not available for an auto-aid dispatch as part of this agreement, the department providing aid will be relieved from its responsibility to respond to the specific emergency.

E. Communication

The command center, responsible for dispatching within the jurisdiction of the incident, will be the center for all ordering and communications. The Command and Tactical Frequencies will be identified by the responsible jurisdiction and relayed to the requested jurisdiction before any equipment is to be dispatched. When a department is dispatched auto aid/mutual aid, they will conduct radio traffic in the following manner.

- 1) Notify home ECC of the response and tell them that the unit is responding.
- 2) Notify the ECC of whose jurisdiction the unit is responding to and tell them the unit is responding.
- 3) Any radio traffic (report on conditions, cancellation of resources, resource requests, etc.) will be done through the ECC whose jurisdiction the incident lies within.

***Automatic Aid/Mutual Aid Agreement
Between Merced County Fire Department
and Turlock City Fire Department***

- 4) When released, tell the ECC of whose jurisdiction the unit is in that the unit is released and switching back to its home unit frequency.
- 5) Notify home unit of the units' release.

Merced County Radio Frequencies

- o Merced Command Net – RX -154.4000, TX – 159.0450
- o Merced Orange Tactical – 154.3400

Turlock City Radio Frequencies

- o (TAC 12) 154.190 TX & RX PL Tone 123.0

F. Commitment to Joint Training

Both parties to this Agreement shall schedule and participate in joint training exercises. The training shall be mutually agreed upon subject matter, times and locations to insure that optimum performance levels are maintained.

**Automatic Aid/Mutual Aid Agreement
Between Merced County Fire Department
and Turlock City Fire Department**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as the day and year first hereinabove written.

County of Merced

City of Turlock

Deidre Kelsey
Chairman, Board of Supervisors

City Council Member

Date

Date

Nancy B. Koerperich
Fire Chief, Merced County

Tim Lohman
Fire Chief, Turlock City

Date

Date

APPROVED AS TO FORM:
MERCED COUNTY COUNSEL
by



CLAIM FORM
(Please type or print)

5T RECEIVED

DEC - 2 2013

Office of the City Clerk

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CLAIM AGAINST: City of Turlock (Name of Entity)

Claimant's name: Jorge Luis Escobedo

SS#: DOB: 5/4/1968 Gender: Male X Female

Claimant's address: 1809 E. Keyes Rd., Ceres, CA 95307

Claimant's Telephone Number(s): (209) 581-3389

Address where notices about claim are to be sent, if different from above: Curtis Legal Group, APLC P.O. Box 3030, Modesto, CA 95353

Date of incident/accident: October 9, 2013 at 4:07 p.m.

Date injuries, damages, or losses were discovered: October 9, 2013

Location of incident/accident: N. Golden State Blvd., between the intersections of Atherstone Rd. and W. Taylor Rd., in the City of Turlock, County of Stanislaus, State of California.

What did entity or employee do to cause this loss, damage, or injury? Please see Attachment #1

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? The Turlock Traffic Engineer, the City of Turlock, and its agents and/or employees.

What specific injuries, damages, or losses did claimant receive? Please see Attachment #2

If the amount of your claim does not exceed \$10,000, state the total amount claimed:

If the amount of your claim exceeds \$10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed \$25,000 it is treated as a limited civil case) please check one box: [] DOES NOT EXCEED \$25,000 [X] EXCEEDS \$25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? Claimants medical specials exceed over \$25,000. Unlimited jurisdiction.

Date Signed: 11/26/13 Signature: Maria Jaime

If signed by representative:

Print Representative's Name Maria C. Jaime Telephone (209) 521-1800 Address Curtis Legal Group, APLC, 1300 K St., 2nd Flr., Modesto, CA 95353

Relationship to Claimant Attorney

CLAIM FORM ATTACHMENT

Claimant: Jorge Luis Escobedo

Date of incident: October 9, 2013

#1: What did entity or employee do to cause this loss, damage or injury?

Claimant Jorge Luis Escobedo is informed and believes, and thereupon alleges, that the City of Turlock, by and through its agents, contractors, employees, boards, commissions, departments, divisions and/or representatives, whether elected or otherwise, had notice or should have had notice of the dangerous condition of real property and improvements located on the western side of N. Golden State Blvd., between the intersections of Atherstone Road and W. Taylor Road (hereafter "Subject Location"). Specifically, commercial trailers and tractors were and are regularly parked alongside the western curb of the Subject Location in violation of the Turlock Municipal Code, including but not limited to sections 4-7-1003 and 4-7-1009. These commercial vehicles did and do unreasonably obstruct the view of motorists exiting the private property located adjacent to and alongside the Subject Location as well as unreasonably obstruct the view of motorists operating motor vehicles, on, along and upon N. Golden State Blvd. Per California Government Code sections 830.8 and 835, the City of Turlock had a duty to remediate the instant dangerous condition, which was a latent condition, so as to prevent reasonably foreseeable motor vehicle accidents and injuries to those persons using the Subject Location.

On or about October 9, 2013, at approximately 1:07 p.m., Hardev Singh Chahal, individually and dba A D Transport exited a private egress and/or driveway, located alongside the Subject Location, while operating his 2013 Honda Pilot. At the time that Mr. Chahal exited said driveway, a 53-foot commercial trailer, owned by Roger Mansour dba Sweet Nano Trucking, was parked within the Subject Location and approximately 4 feet north of said driveway. The trailer unreasonably obstructed the view of Mr. Chahal with respect to motor vehicles traveling southbound on N. Golden State Blvd. As Mr. Chahal attempted to make a left turn onto northbound N. Golden State Blvd, Mr. Chahal's Honda Pilot crashed into claimant Jorge Luis Escobedo's 2003 Kawasaki Concours motorcycle.

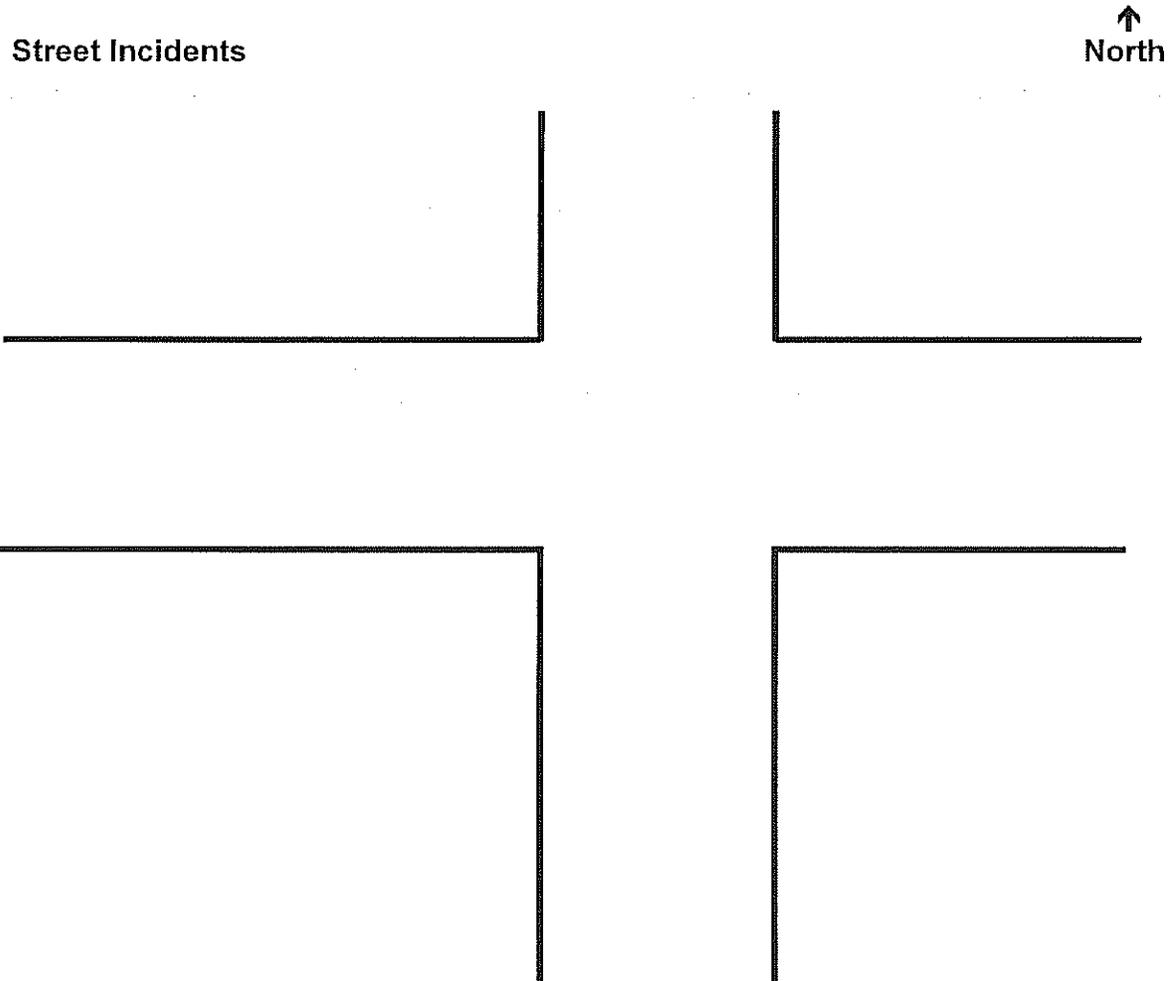
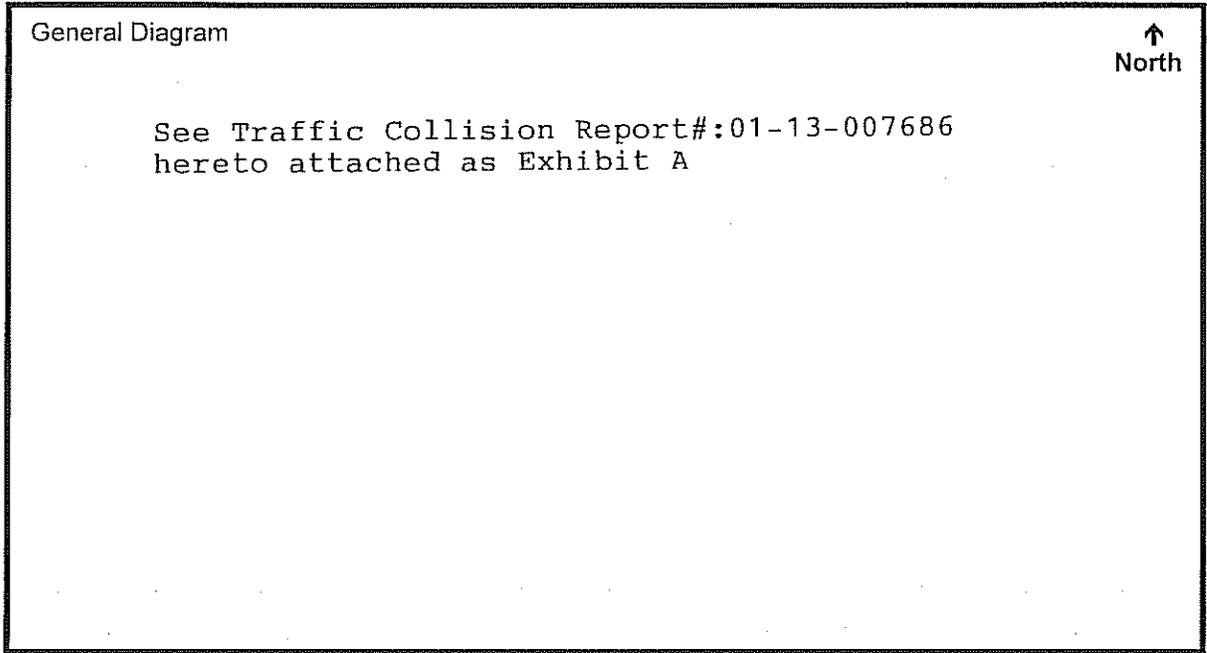
Mr. Jorge Luis Escobedo was operating said motorcycle at the time of the subject accident. Mr. Escobedo was thrown off the subject motorcycle and suffered serious injuries and damages as set forth below.

#2: What specific injuries, damages, or losses did claimant receive?

Claimant suffered injuries and damages, as set out herein, including, but not limited to mental and physical pain and suffering, medical and related expenses, continuing medical and related expenses, loss of earnings and loss of earning capacity, property damage, and loss of use of property.

Claimant specifically suffered personal injuries including, but not limited to, a shattered vertebrae, pelvis, skin debridement on various locations of his body, and other injuries and damages.

DIAGRAMS





CLAIM FORM
(Please type or print)

50 RECEIVED

DEC - 2 2013

Office of the
City Clerk

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CLAIM AGAINST: City of Turlock
(Name of Entity)

Claimant's name: Jorge Sho Escobedo

SS#: DOB: 12/25/1992 Gender: Male X Female

Claimant's address: 1809 E. Keyes Rd., Ceres, CA 95307

Claimant's Telephone Number(s): (209) 537-8081

Address where notices about claim are to be sent, if different from above: Curtis Legal Group, APLC
P.O. Box 3030, Modesto, CA 95353

Date of incident/accident: October 9, 2013 at 1:07 p.m.

Date injuries, damages, or losses were discovered: October 9, 2013

Location of incident/accident: N. Golden State Blvd., between the intersections of
Atherstone Rd. and W. Taylor Rd., in the City of Turlock, County of
Stanislaus, State of California

What did entity or employee do to cause this loss, damage, or injury?
Please see Attachment #1
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? The Turlock
Traffic Engineer, the City of Turlock and its agents and/or employees.

What specific injuries, damages, or losses did claimant receive?
Please see Attachment #2
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed \$10,000, state the total amount claimed :

If the amount of your claim exceeds \$10,000, indicate whether your claim would be a "limited civil case" (if the amount
claimed does not exceed \$25,000 it is treated as a limited civil case) please check one box:

DOES NOT EXCEED \$25,000 EXCEEDS \$25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? Claimants medical specials
exceed over \$25,000. Unlimited jurisdiction.

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 11/26/13 Signature: Maria C. Jaime

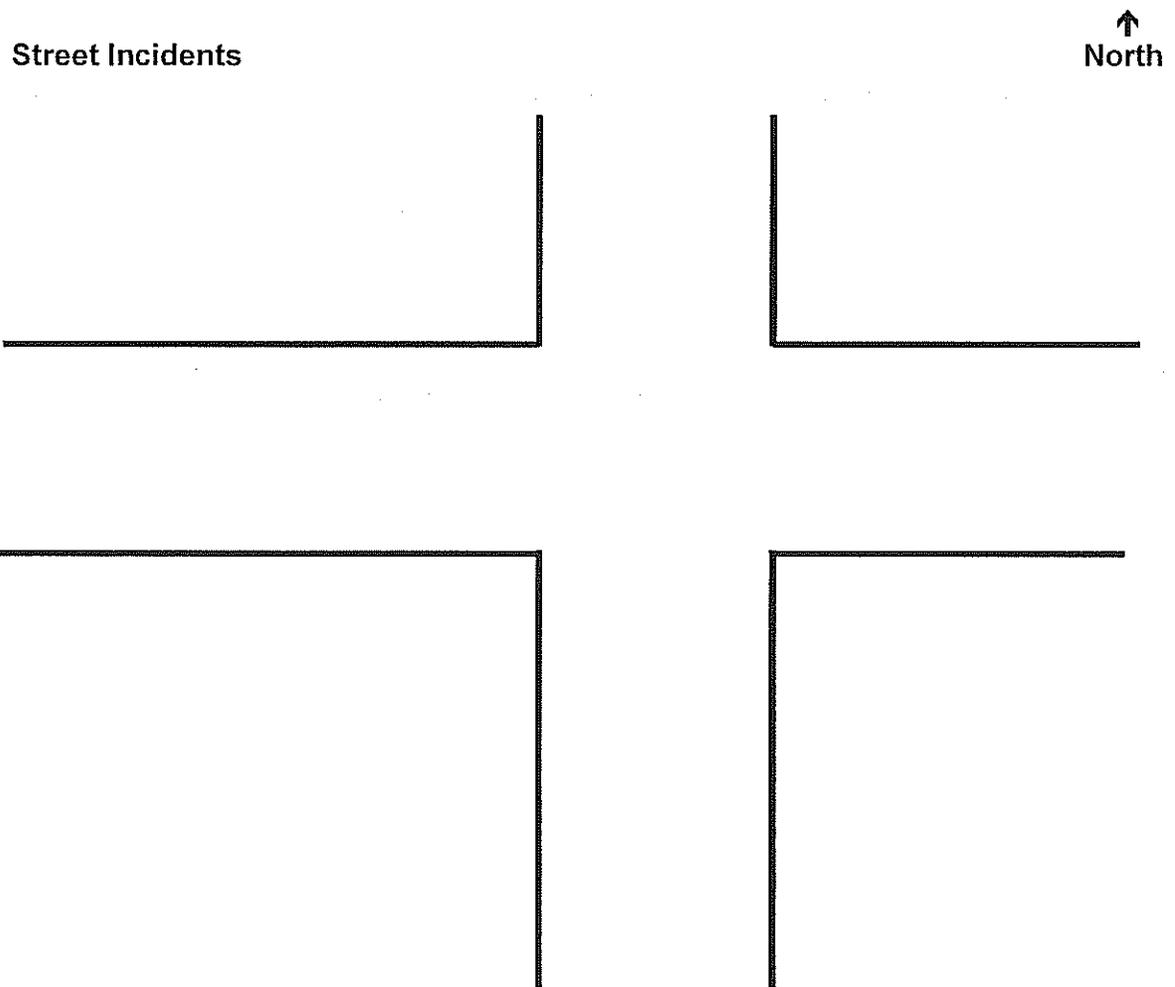
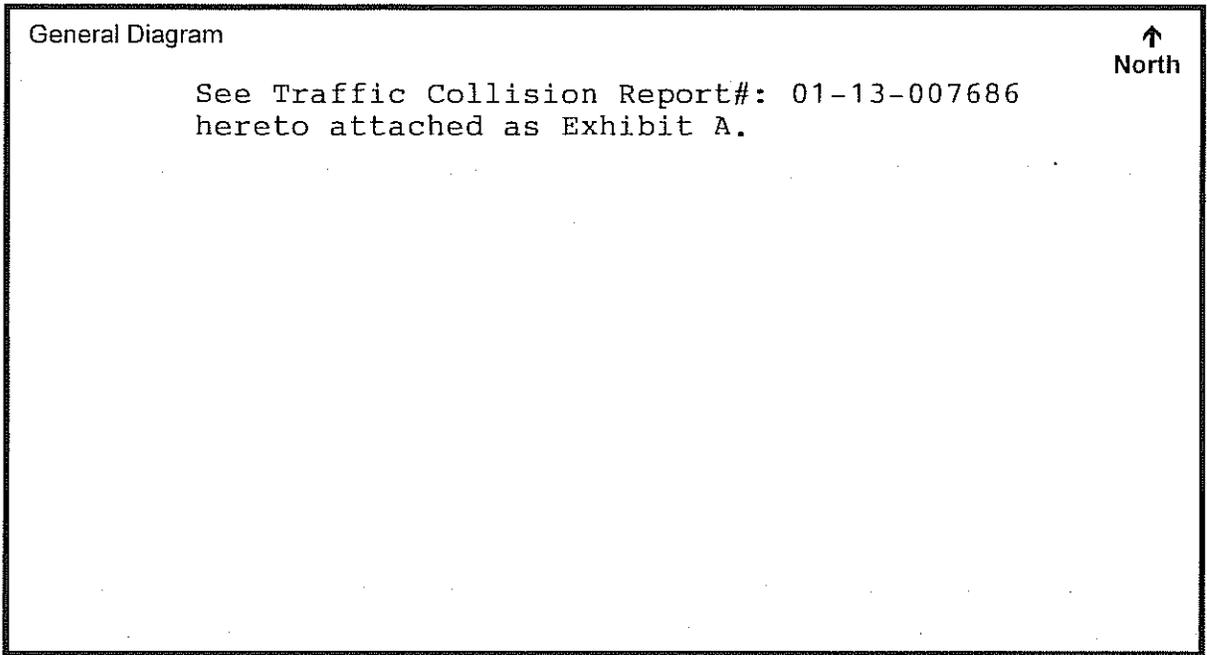
If signed by representative:

Print Representative's Name Maria C. Jaime Telephone (209) 521-1800

Address Curtis Legal Group, APLC, 1300 K Street, 2nd. Flr., Modesto
CA 95353

Relationship to Claimant Attorney

DIAGRAMS





CLAIM FORM
(Please type or print)

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Office of the
City Clerk

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CLAIM AGAINST: City of Turlock
(Name of Entity)

Claimant's name: Michiko Escobedo

SS#: DOB: 9/16/57 Gender: Male Female X

Claimant's address: 1809 E. Keyes Rd., Ceres, CA 95307

Claimant's Telephone Number(s): (209) 581-3389

Address where notices about claim are to be sent, if different from above: Curtis Legal Group, APLC
P.O. Box 3030, Modesto, CA 95353

Date of incident/accident: October 9, 2013 at 1:07 p.m.

Date injuries, damages, or losses were discovered: October 9, 2013

Location of incident/accident: N. Golden State Blvd., between the intersections of
Atherstone Rd. and W. Taylor Rd., in the City of Turlock, County of
Stanislaus, State of
California.

PLEASE SEE ATTACHMENT #1
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? The Turlock

Traffic Engineer, the City of Turlock and its agents and/or employees.

What specific injuries, damages, or losses did claimant receive?

PLEASE SEE ATTACHMENT #2
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed \$10,000, state the total amount claimed :

If the amount of your claim exceeds \$10,000, indicate whether your claim would be a "limited civil case" (if the amount
claimed does not exceed \$25,000 it is treated as a limited civil case) please check one box:

DOES NOT EXCEED \$25,000 EXCEEDS \$25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? Unlimited Jurisdiction

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 11/26/13 Signature: Maria C. Jaime

If signed by representative:

Print Representative's Name Maria C. Jaime Telephone (209) 521-1800

Address Curtis Legal Group, APLC, 1300 K St., 2nd Flr., Modesto, CA 95353

Relationship to Claimant Attorney

CLAIM FORM ATTACHMENT

Claimant: Michiko Escobedo
Date of incident: October 9, 2013

#1: What did entity or employee do to cause this loss, damage or injury?

Claimant Michiko Escobedo is informed and believes, and thereuopon alleges, that the City of Turlock, by and through its agents, contractors, employees, boards, commissions, departments, divisions and/or representatives, whether elected or otherwise, had notice or should have had notice of the dangerous condition of real property and improvements located on the western side of N. Golden State Blvd., between the intersections of Atherstone Road and W. Taylor Road (hereafter "Subject Location"). Specifically, commercial trailers and tractors were and are regularly parked alongside the western curb of the Subject Location in violation of the Turlock Municipal Code, including but not limited to sections 4-7-1003 and 4-7-1009. These commercial vehicles did and do unreasonably obstruct the view of motorists exiting the private property located adjacent to and alongside the Subject Location as well as unreasonably obstruct the view of motorists operating motor vehicles, on, along and upon N. Golden State Blvd. Per California Government Code sections 830.8 and 835, the City of Turlock had a duty to remediate the instant dangerous condition, which was a latent condition, so as to prevent reasonably foreseeable motor vehicle accidents and injuries to those persons using the Subject Location.

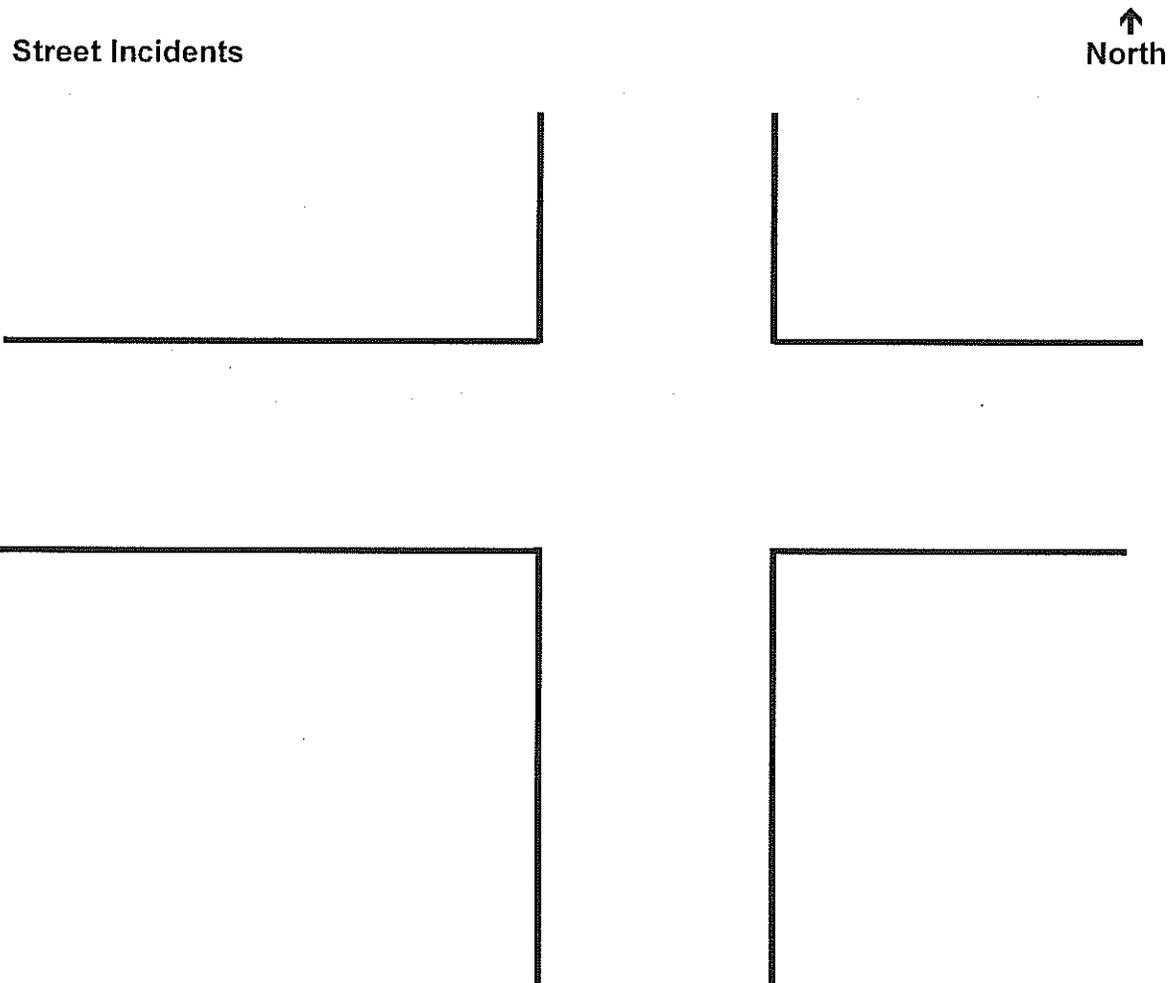
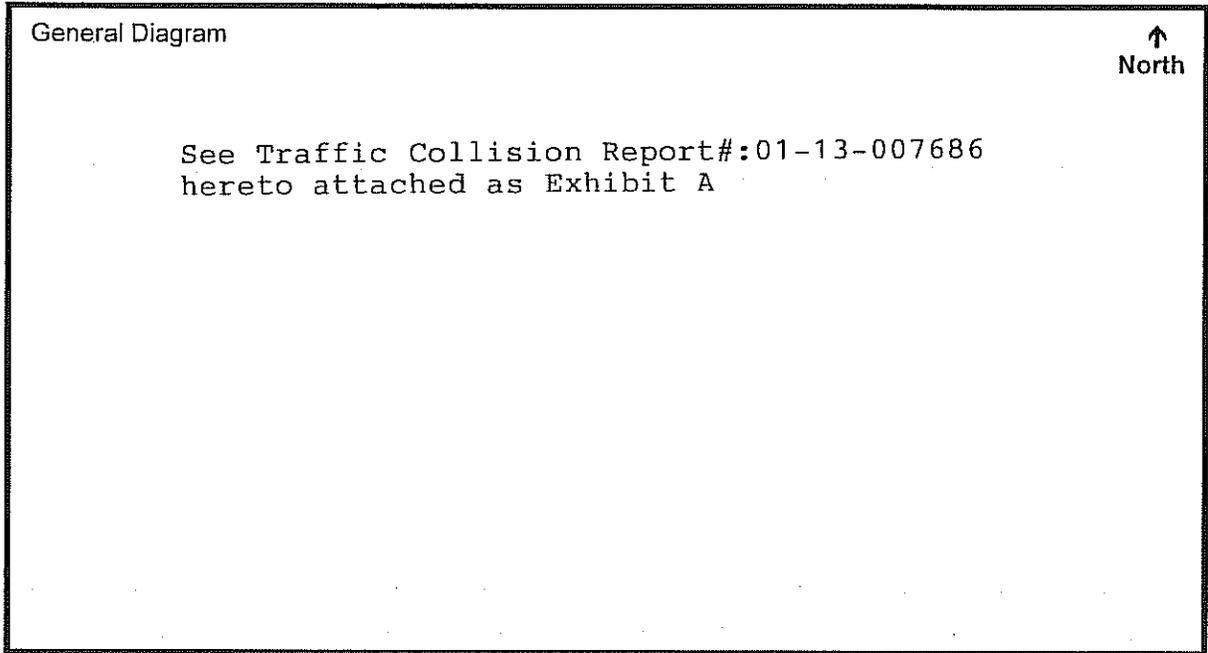
On or about October 9, 2013, at approximately 1:07 p.m., Hardev Singh Chahal, individually and dba A D Transport exited a private egress and/or driveway, located alongside the Subject Location, while operating his 2013 Honda Pilot. At the time that Mr. Chahal exited said driveway, a 53-foot commercial trailer, owned by Roger Mansour dba Sweet Nano Trucking, was parked within the Subject Location and approximately 4 feet north of said driveway. The trailer unreasonably obstructed the view of Mr. Chahal with respect to motor vehicles traveling southbound on N. Golden State Blvd. As Mr. Chahal attempted to make a left turn onto northbound N. Golden State Blvd, Mr. Chahal's Honda Pilot crashed into claimant Jorge Luis Escobedo's 2003 Kawasaki Concours motorcycle.

Mr. Jorge Luis Escobedo was operating said motorcycle at the time of the subject accident. Mr. Escobedo was thrown off the subject motorcycle and suffered serious injuries and damages as set forth below. Also, his passenger, Jorge Sho Escobedo was also thrown off the subject motorcycle and suffered serious injuries and damages as set forth below. Michiko Escobedo, wife of Mr. Jorge Luis Escobedo is asserting a Loss of Consortium claim as Mr. Escobedo has extensive and significant injuries.

#2: What specific injuries, damages, or losses did claimant receive?

Claimant suffered injuries and damages, as set out herein, including, but not limited to mental and emotional distress. As a result of the physical injuries sustained by Jorge Luis Escobedo, Michiko Escobedo has suffered the loss of her husband's love, society, companionship, marital relations, and consortium.

DIAGRAMS





CLAIM FORM
(Please type or print)

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NOV 21 2013

CITY OF TURLOCK
Administrative Services

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CLAIM AGAINST: City of Turlock
(Name of Entity)

Claimant's name: Heather Genther

SS#: [redacted] DOB: 12/10/86 Gender: Male Female X

Claimant's address: 1808 Colorado Ave Apt #12 Turlock, CA 95302

Claimant's Telephone Number(s): 209-988-0957

Address where notices about claim are to be sent, if different from above:

Date of incident/accident: Sunday, November 3, 2013

Date injuries, damages, or losses were discovered: Sunday, November 3, 2013

Location of incident/accident: (Colorado Rd) at the intersection of Colorado & Yosemite.

What did entity or employee do to cause this loss, damage, or injury? see back form.

I drove over an improperly covered utility box, while driving north on Colorado Rd, at night time. My rear passenger tire was instantly punctured.

What are the names of the entity's employees who caused this injury, damage, or loss (if known)?

What specific injuries, damages, or losses did claimant receive? My right back tire.

(Rear passenger side) was punctured.

If the amount of your claim does not exceed \$10,000, state the total amount claimed:

If the amount of your claim exceeds \$10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed \$25,000 it is treated as a limited civil case) please check one box:

[X] DOES NOT EXCEED \$25,000 [] EXCEEDS \$25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? please see America's Tire Receipt.

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 11.20.13 Signature: Heather Genther

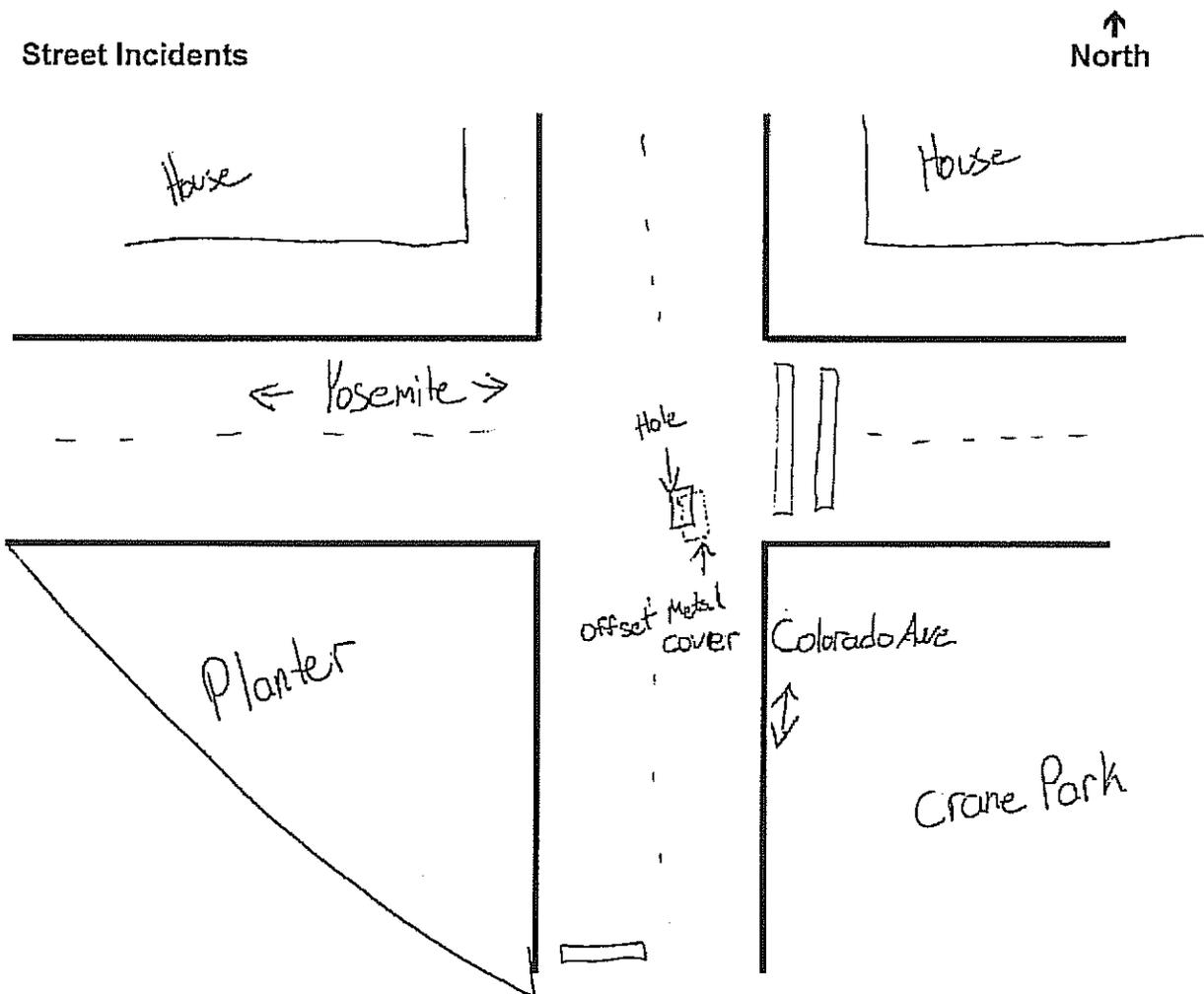
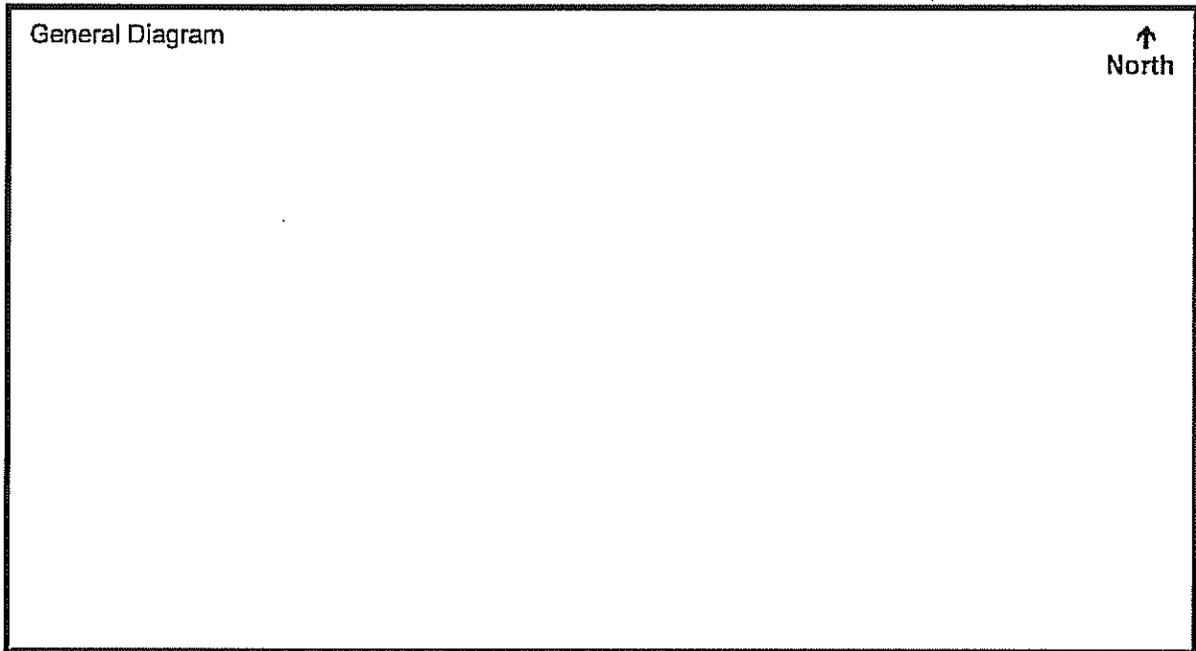
If signed by representative:

Print Representative's Name Telephone

Address

Relationship to Claimant

DIAGRAMS



AMERICA'S TIRE

1717812

americastire.com

DATE: 11-15-2013 TIME: 3:41 PM

CUSTOMER INFORMATION		VEHICLE INFORMATION	STORE LOCATION
HEATHER GENTRY 1808 COLORADO AVE TURLOCK CA 95382 (H) 209-388-0957	2011 VW JETTA VI 16"BASE SE SEDAN TORQUE SPECS: 090	CAN 36 3500 WEST MONTE VISTA AVE TURLOCK CA 95380 PHONE: 209-667-5933 022 JAMES J BROWN WORK ORDER# _____	

CODE	CC	QTY	SIZE	DESCRIPTION	FEET	PRICE	AMOUNT
12519	NRM	1	P205/55R16 89H BSW	KUMHO SOLUS XPRT KH20	.00	86.00	86.00
WARRANTY: MILEAGE- 50,000 SEE REVERSE SIDE FOR WARRANTY DETAILS							
COMMENT: BOLT PATTERN: 5-112							
COMMENT: INFLATION F:33 R:33							
80017	NRM	1	CERTIFICATES	FOR FREE REPLACEMENT	.00	13.00	13.00
80075	NRM	1	STATE REQUIRED	ENVIRONMENTAL FEE	.00	1.75	1.75
80224	NRM	1	WASTE TIRE DISPOSAL	FEE	.00	2.50	2.50
80219	NRM	1	INSTALLATION &	LIFETIME SPIN BALANCING	.00	16.00	16.00
80402	NRM	1	VALVES, ROTATIONS &	LIFETIME REPAIRS INCLUDED	.00	.00	.00
COMMENT: r/r to spare							

Since you have purchased fewer than four tires (or wheels), we will mount the new tires on the rear of your vehicle for best safety and handling.

SUBTOTAL: 119.25
TAX: 6.75
TOTAL: 126.00

XXXXXXXXXXXX 1626

MASTERCARD: 126.00
TENDERED: 126.00

Signature on File





CLAIM FORM
(Please type or print)

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NOV 14 2013

CITY ATTORNEY

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CLAIM AGAINST: City of Turlock
(Name of Entity)

Claimant's name: Olson's Repair, a California corporation

SS#: DOB: Gender: Male Female

Claimant's address: P. O. Box 708, Turlock, CA 95381

Claimant's Telephone Number(s): (209) 667-2671

Address where notices about claim are to be sent, if different from above: Same

Date of incident/accident: May 20, 2013

Date injuries, damages, or losses were discovered: May 20, 2013

Location of incident/accident: 442 W. Linwood, Turlock, CA 95380

What did entity or employee do to cause this loss, damage, or injury? City and contractor closed road in front of business for one week in May and multiple days in June. In addition, property of claimant was
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? Unknown

What specific injuries, damages, or losses did claimant receive? Loss of business in the amount of approximately \$55,000 for months of May through July 2013. Property damage of approximately \$750.00
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed \$10,000, state the total amount claimed :

If the amount of your claim exceeds \$10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed \$25,000 it is treated as a limited civil case) please check one box:
[X] DOES NOT EXCEED \$25,000 [] EXCEEDS \$25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? Lost profit on loss of sales of \$20,000.00. Property damage of \$750.00
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: November 14, 2013 Signature: Wilma Olson

If signed by representative:
Print Representative's Name Wilma Olson Telephone (209) 667-2671

Address P. O. Box 708, Turlock, CA 95381

Relationship to Claimant President

DIAGRAMS

General Diagram

The claimant's vehicle was damaged by paint and dirt from the adjoining building project. Failure to adequately supervise the project caused these damages. Claimant's car had to be double washed on multiple occasions because of dirt and paint. In addition, all of claimant's tires had to be replaced due to nails from the project being left in the driveway.

↑
North

Street Incidents

↑
North



CLAIM FORM
(Please type or print)

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DEC 20 2013

Office of the
City Clerk

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CLAIM AGAINST: CITY OF TURLOCK
(Name of Entity)

Claimant's name: JIMMY WILLIAMSON

SS#: _____ DOB: 6-20-1970 Gender: Male Female _____

Claimant's address: 3031 NORTH PARK CT. 95382

Claimant's Telephone Number(s): 209-648-8262

Address where notices about claim are to be sent, if different from above: _____

Date of incident/accident: 11-27-2013

Date injuries, damages, or losses were discovered: 11-27-2013

Location of incident/accident: NB GEER RD @ SUNBIRD DR.

What did entity or employee do to cause this loss, damage, or injury? Failed to repair POT HOLE THAT WAS WELL OVER 6 MONTH old.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? NOT KNOWN

What specific injuries, damages, or losses did claimant receive? DAMAGE TO MY VEHICLE - BLOWOUT OF FRONT & REAR LEFT TIRES, DAMAGED BOTH LEFT RIMS
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed \$10,000, state the total amount claimed: \$ 887.90

If the amount of your claim exceeds \$10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed \$25,000 it is treated as a limited civil case) please check one box:

- DOES NOT EXCEED \$25,000 EXCEEDS \$25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? SEE ATTACH PAPER

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 12-18-2013 Signature: J. Williamson

If signed by representative:

Print Representative's Name _____ Telephone _____

Address _____

Relationship to Claimant _____

Itemized amounts of claims:

	Description	Qty	Amount	Total
1.	Velocity wheel 19X8	2	\$268.10	\$536.20
2.	All season tire 235/35R19	2	\$ 99.10	\$198.20
3.	Mount and balance	2	\$ 15.00	\$ 30.00
4.	Env. Fee for tires	2	\$ 1.75	\$ 3.50
5.	Disposal Fee tires	2	\$ 2.00	\$ 4.00
			Parts	\$741.90
			Labor	\$ 90.00
			Subtotal	\$831.90
			<u>Sales Tax</u>	<u>\$ 56.00</u>
			Total	\$887.90



Google earth

feet
meters



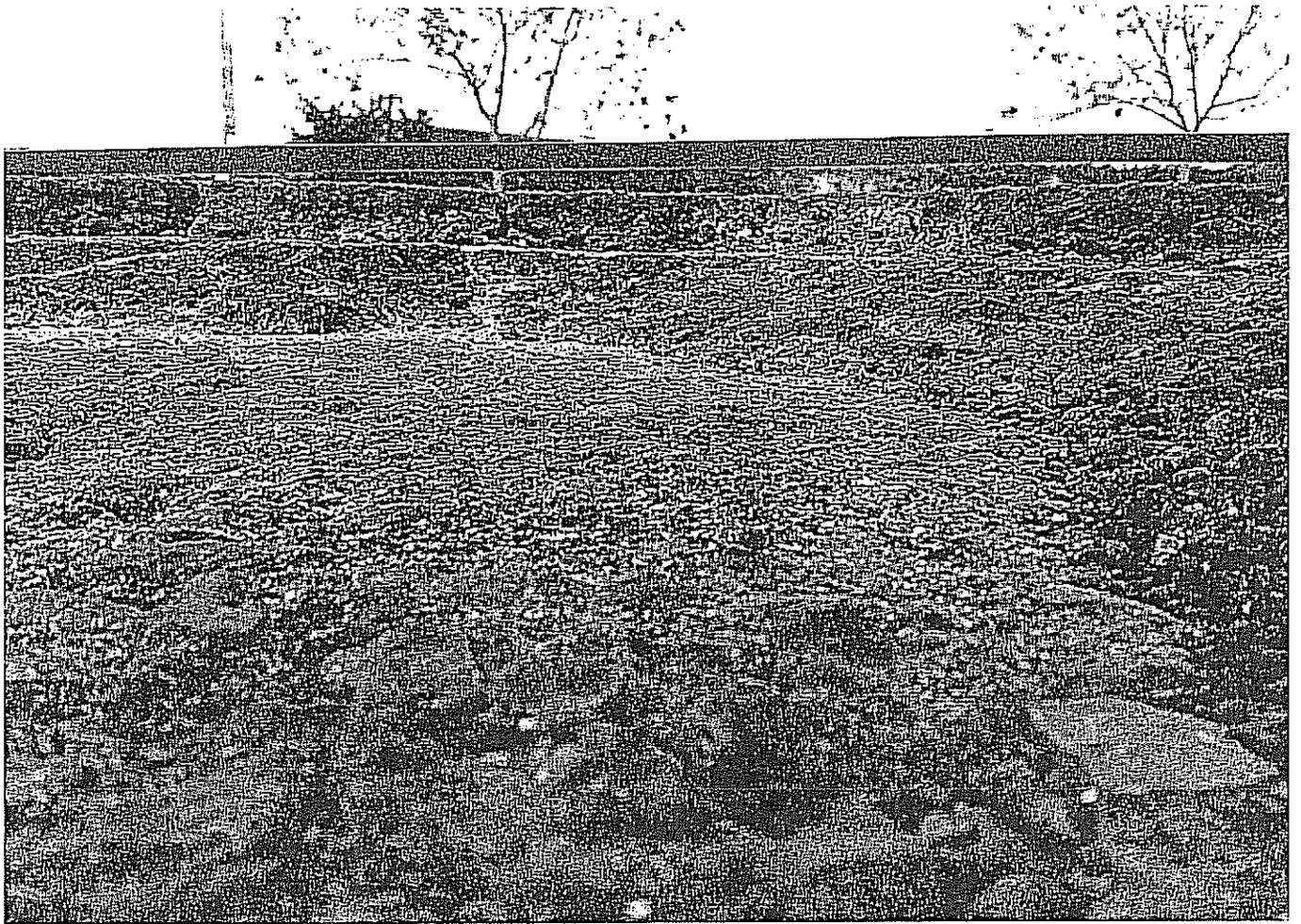
POT hole is <math>< 325'</math> FROM SUNBIRD DR.

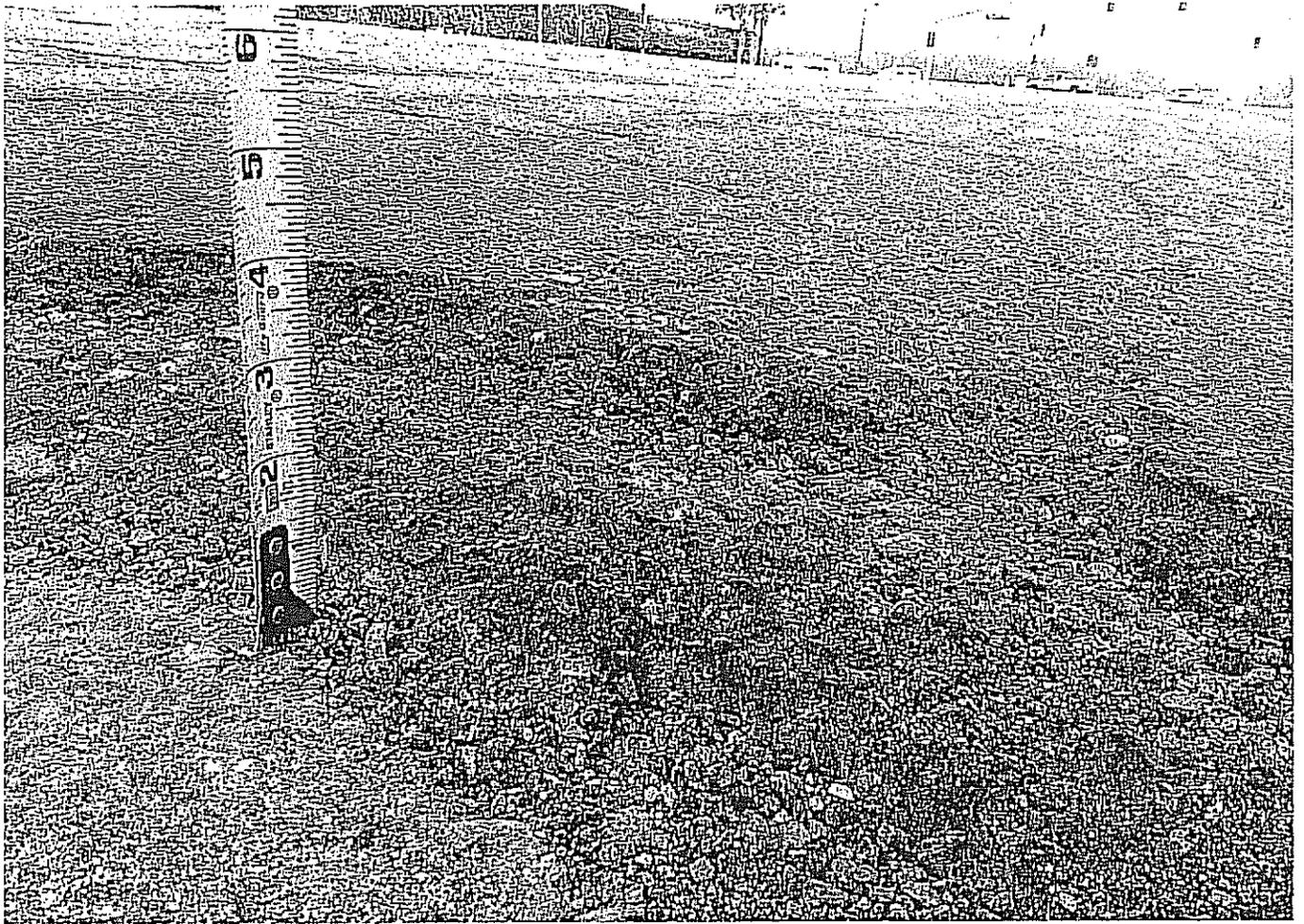
THE POT HOLE IS ON THE NB SIDE OF ROAD

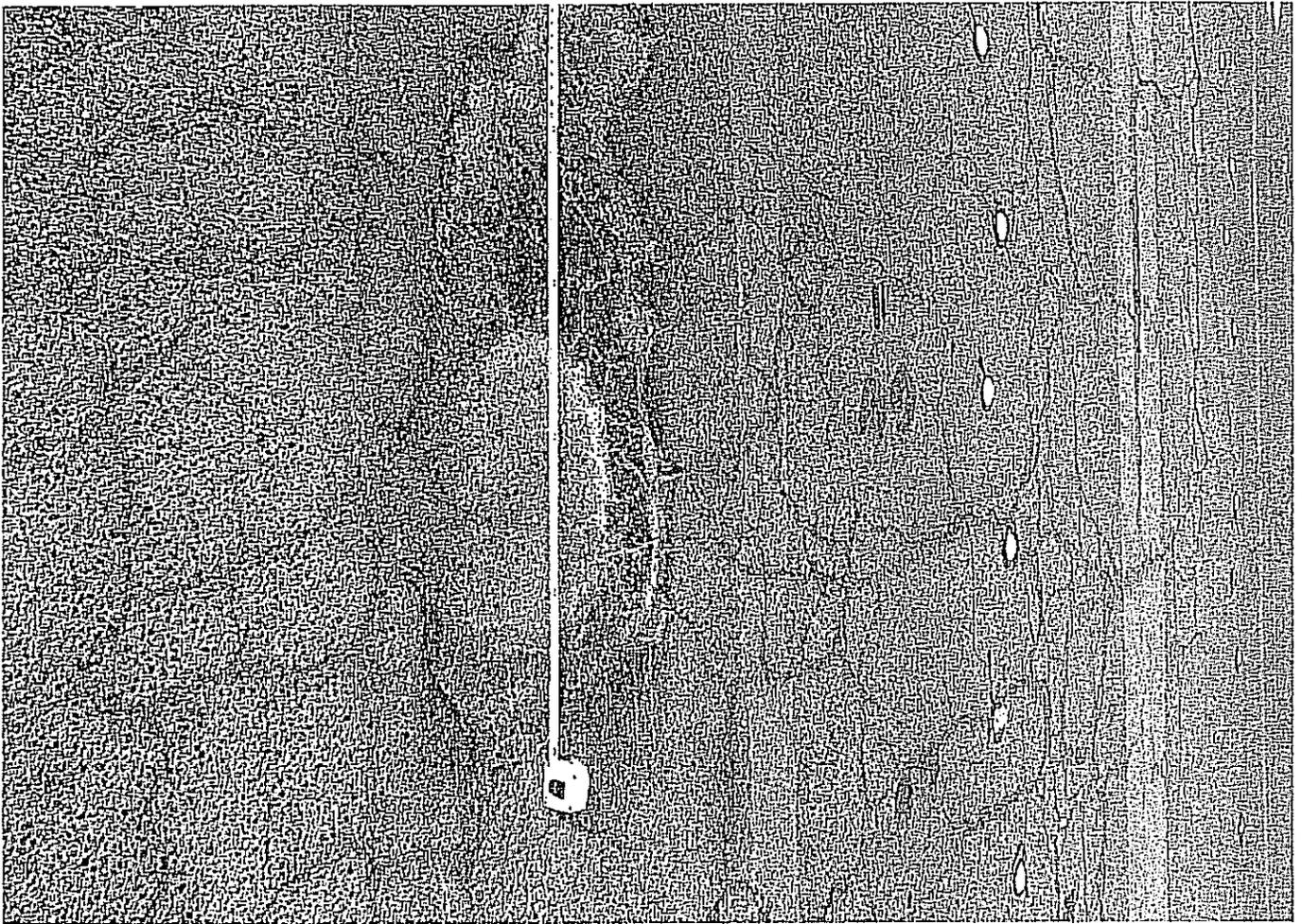
The hole is 4" DEEP 48" LONG 28" WIDE

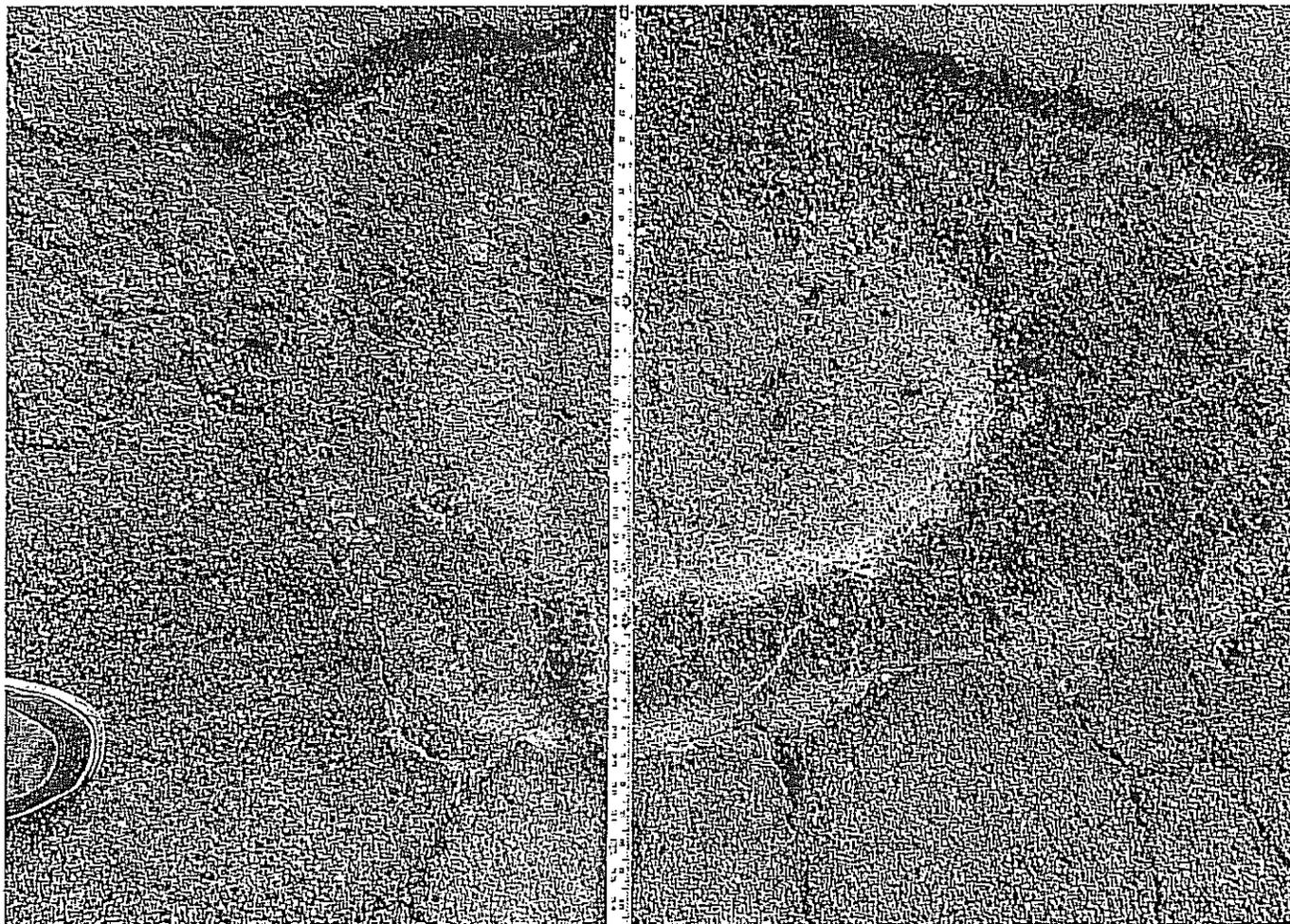


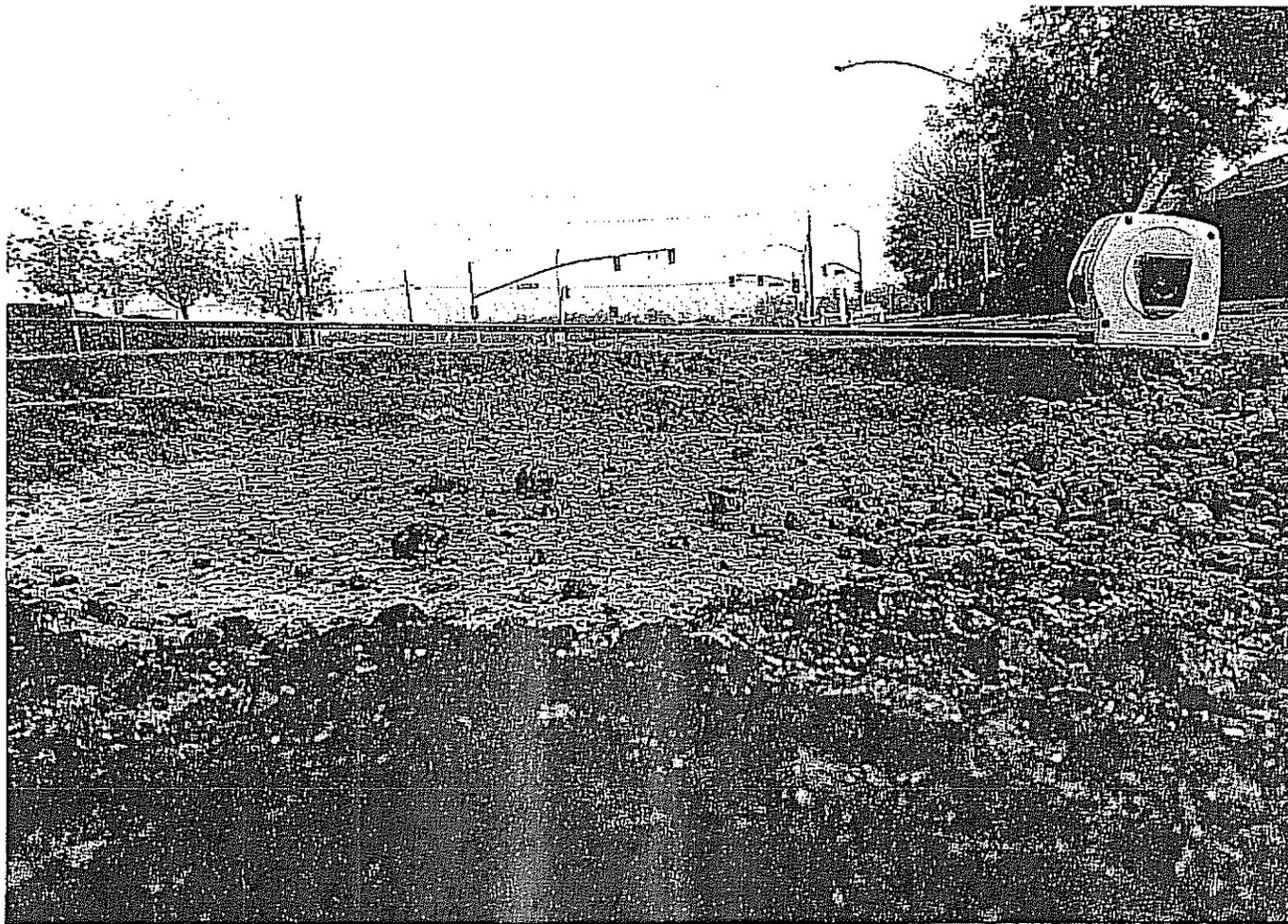














Council Synopsis

7A
January 14, 2014

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:

Ordinance: Amending Turlock Municipal Code Title 1, Chapter 6, Section 1, regarding minimum insurance requirements

2. DISCUSSION OF ISSUE:

Turlock citizens often seek permission to temporarily close a city street for a block party or other short-term, special event. These events strengthen neighborhoods by strengthening neighborhood bonds through positive interactions.

Currently, the Turlock Municipal Code requires these applicants to submit proof of general liability insurance for the duration of the closure, resulting in costs and fees to the applicant that can be viewed to be excessive, burdensome, or restrictive. These costs reduce the likelihood that applicants will utilize the established street closure process and miss out on the benefits they create.

On July 23, 2013, the Council approved Resolution No. 2013-126, which authorized the City Manager to waive these insurance requirements for temporary closures of residential streets. Staff is now recommending a modification to the Turlock Municipal Code that will codify this intent of the City Council, per the Council's direction. This modification will authorize the City Manager and City Attorney to waive insurance requirements for these types of events in the future.

3. BASIS FOR RECOMMENDATION:

- A. Promotes positive interactions between neighbors at block parties.
- B. Reduces financial barriers for hosting neighborhood events.

Not specifically identified within the City Strategic Plan.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: No direct financial impact. However, waiving insurance requirements increases liability to the City in the event of a claim, so there is the potential for in-direct costs associated with such claims, if filed.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Deny amending the Turlock Municipal Code as proposed. Staff does not recommend this course of action as it does not align with the stated intent of the Council and would result in incongruity between the Turlock Municipal Code and Resolution No. 2013-126.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF AMENDING TURLOCK
MUNICIPAL CODE TITLE 1, CHAPTER 6,
SECTION 1, REGARDING MINIMUM
INSURANCE REQUIREMENTS**

ORDINANCE NO. -CS

WHEREAS, members of the public will, from time to time, seek permission to temporarily close a city street, alley, or other section of public right-of-way for a block party or other short-term duration event; and

WHEREAS, the City supports these temporary closures as they generally provide a safer area to congregate through the removal of through vehicle traffic, as well as provide opportunities for neighbors to communicate, bond and build stronger neighborhoods; and

WHEREAS, California Vehicle Code Section 21101(e) empowers local agencies to approve temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and

WHEREAS, the City Manager, or his designee, should be empowered to approve temporary streets closures of this nature to allow for prompt customer service and coordination of these types of closures; and

WHEREAS, Turlock Municipal Code Title 1, Chapter 6, requires applicants seeking to close a portion of City right-of-way to provide proof of general liability insurance coverage to the City for the duration of the closure, resulting in costs and fees to the applicant that can be viewed to be excessive, burdensome, or restrictive, thereby reducing the likelihood that applicants will utilize the established street closure process; and

WHEREAS, the City supports these temporary closures and seeks to reduce or remove as many barriers as possible to applicants seeking permits of this nature, to include waiving the general liability insurance provisions for these types of events when operated under an approved, City permit, while at the same time requiring additional legal language on the application form to hold the City harmless from all claims that may arise from the event.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. AMENDMENT: Title 1, Chapter 6, Section 1 is hereby amended to read as follows:

1-6-01 Minimum insurance requirements.

(a) Every contractor entering into a contract with the City of Turlock and every applicant for a permit required by the Turlock Municipal Code or use of City building, park or right of way shall procure and maintain for the duration of the contract, permit or use of City property insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work contracted for or permitted.

(b) Minimum limits of insurance. The contractor or permittee shall maintain limits no less than:

(1) General Liability: One Million and no/100ths (\$1,000,000.00) Dollars 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 the project or location or the general aggregate limit shall be twice the required occurrence limit.

(2) Employer's Liability: One Million and no/100ths (\$1,000,000.00) Dollars per accident for bodily injury or disease.

(c) Deductibles and self-insured retention. Any deductibles or self-insured retention must be declared and an acceptable coverage/replacement for such deductible must be approved by the City Attorney. At the option of the City Attorney, either:

(1) The insured shall reduce or eliminate the deductible or self-insured retention as respects the City, its officers, officials, employees and volunteers; or

(2) The insured shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Acceptability of insurance company. Insurance is to be placed with a primary insurance carrier with a current A.M. Best's rating of no less than A-VII.

(e) Verification of coverage. The contractor, permittee or applicant shall furnish the City with verification of insurance coverage on forms approved by the City Attorney. Said verification shall include certificate(s) of insurance and original endorsements signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received by the City and approved by the City Attorney prior to the commencement of any contract work or permitted activity.

(f) Exception. An exception ~~to~~ ~~or~~ ~~waiver~~ from the minimum insurance standards requirements established herein ~~to~~ ~~an~~ ~~increase~~ ~~or~~ ~~decrease~~ in the monetary policy limits or the required rating of the insurance carrier may be granted in writing jointly by the City Manager and City Attorney upon proof to their satisfaction that:

(1) If the monetary policy limit is lower than the minimum policy limits established herein or the minimum insurance requirements are waived, that the risk to the public general welfare and safety is minimized through the imposition of safety conditions; or

(2) If such services or activity has a substantial or unusual risk to the public general welfare, health and safety, the monetary policy limits shall be increased to cover the possible risk and/or damages that such services or activity may cause; or

(3) If the insurance for the activity is not available with an insurance company meeting the minimum rating standard established in 1-6-01(d) and a lower insurance rating is acceptable to both the City Manager and the City Attorney.

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 14th day of January, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 14th day of January, 2014.

JOHN S. LAZAR, Mayor

ATTEST:

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



Council Synopsis

7B
January 14, 2014

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: Adding Turlock Municipal Code Title 5, Chapter 26, prohibiting Aggressive Solicitation within the City of Turlock

2. DISCUSSION OF ISSUE:

Staff recognizes that members of the public can be fearful when approached by persons who solicit in an aggressive manner. The issue for consideration before the Council is whether to prohibit aggressive solicitation within the City of Turlock.

Solicitation is defined within this proposed municipal code section as:

"Solicit, ask or beg" shall include using the spoken, written, or printed word, or bodily gestures, signs or other means with the purpose of obtaining an immediate donation of money or other thing of value or soliciting the sale of goods or services.

Aggressive Soliciting is defined within this proposed municipal code section as:

"Aggressive manner" shall mean any of the following:

1. Approaching or speaking to a person, or following a person before, during or after soliciting, asking or begging, if that conduct is intended or is likely to cause a reasonable person to
 - (i) fear bodily harm to oneself or to another,
 - (ii) damage to or loss of property, or
 - (iii) otherwise be intimidated into giving money or other thing of value;
2. Intentionally touching or causing physical contact with another person or an occupied vehicle without that person's consent in the course of soliciting, asking or begging;

3. Intentionally blocking or interfering with the safe or free passage of a pedestrian or vehicle by any means, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid physical contact;
4. Using violent or threatening gestures toward a person solicited either before, during, or after soliciting, asking or begging;
5. Persisting in closely following or approaching a person, after the person solicited has been solicited and informed the solicitor by words or conduct that such person does not want to be solicited or does not want to give money or any other thing of value to the solicitor; or
6. Using profane, offensive or abusive language which is inherently likely to provoke an immediate violent reaction, either before, during, or after solicitation.

This proposed municipal code will prohibit aggressive solicitation within any public place as well as within certain specified locations. There are exemptions within this proposed municipal code that allows for solicitations by persons involved in lawful activities.

3. BASIS FOR RECOMMENDATION:

Not specifically addressed in the City's Strategic Plan. However, adoption of this ordinance would better preserve the public health, safety, and welfare of our community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: There is no fiscal impact to the City as a result of introducing and adopting the ordinance.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Decline to add the proposed Municipal Code section.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADDING TURLOCK }
MUNICIPAL CODE TITLE 5, CHAPTER 26 }
PROHIBITING AGGRESSIVE SOLICITATION }
WITHIN THE CITY OF TURLOCK }
_____ }

ORDINANCE NO. -CS

WHEREAS, the Turlock Municipal Code does not currently address the prohibition of aggressive solicitation within the City of Turlock; and

WHEREAS, Title 5 Chapter 26 will prohibit the aggressive solicitation within the City of Turlock; and

WHEREAS, with the recommended Municipal Code augmentation, the City will be able to properly address aggressive solicitation in our community,

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. ADDITION: Title 5, Chapter 26, is hereby added as follows:

5-26-01 Definitions.

For the purpose of this ordinance, certain words and phrases shall be defined as follows:

(a) "Solicit, ask or beg" shall include using the spoken, written, or printed word, or bodily gestures, signs or other means with the purpose of obtaining an immediate donation of money or other thing of value or soliciting the sale of goods or services.

(b) "Public place" shall mean a place to which the public or a substantial group of persons has access, and includes, but is not limited to, any street, highway, sidewalk, parking lot, plaza, transportation facility, school, place of amusement, park, playground, and any doorway, entrance, hallway, lobby and other portion of any business establishment, an apartment house or hotel not constituting a room or apartment designed for actual residence.

5-26-02 Aggressive solicitation prohibited.

(a) No person shall solicit, ask or beg in an aggressive manner in any public place.

(b) "Aggressive manner" shall mean any of the following:

1. Approaching or speaking to a person, or following a person before, during or after soliciting, asking or begging, if that conduct is intended or is likely to cause a reasonable person to

(i) fear bodily harm to oneself or to another,

- (ii) damage to or loss of property, or
 - (iii) ~~may~~ otherwise be intimidated into giving money or other thing of value;
2. Intentionally touching or causing physical contact with another person or an occupied vehicle without that person's consent in the course of soliciting, asking or begging;
 3. Intentionally blocking or interfering with the safe or free passage of a pedestrian or vehicle by any means, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid physical contact;
 4. Using violent or threatening gestures toward a person solicited either before, during, or after soliciting, asking or begging;
 5. Persisting in closely following or approaching a person, after the person solicited has been solicited and informed the solicitor by words or conduct that such person does not want to be solicited or does not want to give money or any other thing of value to the solicitor; or
 6. Using profane, offensive or abusive language which is inherently likely to provoke an immediate violent reaction, either before, during, or after solicitation.

5-26-03 All solicitation prohibited at specific locations.

(a) **Banks and ATMs.** No person shall solicit, ask or beg within 15 feet of any entrance or exit of any bank, savings and loan association, credit union, or check cashing business during its business hours or within 15 feet of any automated teller machine during the time it is available for customers' use. Provided, however, that when an automated teller machine is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility. Provided further that no person shall solicit, ask or beg within an automated teller machine facility where a reasonable person would or should know that he or she does not have the permission to do so from the owner or other person lawfully in possession of such facility. Nothing in this paragraph shall be construed to prohibit the lawful vending of goods and services within such areas.

1. Definitions. For purposes of this section:

- (i) **"Bank"** means any member bank of the Federal Reserve System, and any bank, banking association, trust company, savings bank, or other banking institution organized or operated under the laws of the United States, and any bank the deposits of which are insured by the Federal Deposit Insurance Corporation.

(ii) **"Savings and loan association"** means any federal savings and loan association and any "insured institution" as defined in Section 401 of the National Housing Act, as amended, and any federal credit union as defined in Section 2 of the Federal Credit Union Act.

(iii) **"Credit union"** means any federal credit union and any state-chartered credit union the accounts of which are insured by the Administrator of the National Credit Union Administration.

(iv) **"Check cashing business"** means any person duly licensed as a check seller, bill payer, or prorater pursuant to Division 3 of the California Financial Code, commencing with section 12000.

(v) **"Automated teller machine"** shall mean any electronic information processing device which accepts or dispenses cash in connection with a credit, deposit, or convenience account.

(vi) **"Automated teller machine facility"** shall mean the area comprised of one or more automated teller machines, and any adjacent space which is made available to banking customers after regular banking hours.

2. **Exemptions.** The provisions of 5-26-03 (a) shall not apply to any unenclosed automated teller machine located within any building, structure or space whose primary purpose or function is unrelated to banking activities, including but not limited to supermarkets, airports and school buildings, provided that such automated teller machine shall be available for use only during the regular hours of operation of the building, structure or space in which such machine is located.

(b) **Parking lots.** No person shall solicit, ask or beg in any public parking lot or structure any time after dark.

1. **Definitions.** For purposes of this section:

(i) **"After dark"** means any time from one-half hour after sunset to one-half hour before sunrise.

2. **Exemptions.** 5-26-03 (b) shall not apply to any of the following:

(i) to solicitations related to business which is being conducted on the subject premises by the owner or lawful tenants;

- (ii) to solicitations related to the lawful towing of a vehicle; or
- (iii) to solicitations related to emergency repairs requested by the operator or other occupant of a vehicle.

(c) Public transportation vehicles.

1. "Public transportation vehicle" shall mean any vehicle, including a trailer bus, designed, used or maintained for carrying 10 or more persons, including the driver; or a passenger vehicle designed for carrying fewer than 10 persons, including the driver, and used to carry passengers for hire.
2. Any person who solicits, asks or begs in any public transportation vehicle is guilty of a violation of this section.

5-26-04 Penalty.

- (a) A violation of this ordinance is punishable as a misdemeanor or infraction, chargeable at the City Attorney's discretion.

5-26-05 Severability.

- (a) The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

5-26-06 Non-exclusivity.

- (a) Nothing in this ordinance shall limit or preclude the enforcement of other applicable laws.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of May, 2008, by the following vote:

AYES: Councilmembers
NOES:
ABSTAIN:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 28th day of January, 2013.

JOHN S. LAZAR, Mayor

ATTEST:

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



**Council
Synopsis**

7C

January 14, 2014

From: Roy W. Wasden, City Manager

Prepared by: Kellie E. Weaver, City Clerk

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Ordinance: Amending Turlock Municipal Code Title 2, Chapter 1, Article 02, regarding regular City Council Meeting dates coinciding with City holidays

Resolution: Adopting the 2014 City Council Meeting Schedule

2. DISCUSSION OF ISSUE:

Turlock Municipal Code Section 2-1-02 states that in the event a regular Council meeting shall coincide with Christmas Eve (December 24th) or Christmas Day (December 25th) the regular meeting shall be held on the third Tuesday of December. It also requires that the Council shall hold at least one (1) regular meeting every month as required by Government Code Section 36805; and

Past practice has been that when setting the official Council Calendar for the year, Council has canceled the second regular meeting in December and, since 2011, has canceled the second regular meeting of November when it has coincided with the week of Thanksgiving, which will occur again in 2014 (November 25, 2014).

Should Council decide to continue the past practice of canceling both of these meetings, a question arises this year due to the Veterans Day holiday falling on November 11, 2014, the first regular Council meeting date in November. Because TMC Section 2-1-02 requires one (1) regular meeting to be held each month, both November meetings cannot be canceled. Several alternatives exist:

1. Council could choose to hold the meeting on November 11, 2013.
2. Council could cancel the November 11, 2013 meeting and hold the November 25, 2014 during the week of Thanksgiving.

3. Council could utilize the provision under California Government Code Section 54955 which allows the clerk of the legislative body to declare the meeting adjourned to a stated time and place and hold the meeting on a different day/time. *(This action is not recommended as it gives the public no advance notice that the intent is to adjourn the regular meeting to another time.)*
4. Council could amend the TMC Section 2-1-02 to avoid future conflicts between City holidays and City Council meetings to ensure at least one (1) regular meeting is held every month by expanding/changing the existing language that allows for a regular meeting to be held on the third Tuesday of the month if the meeting falls on Christmas Eve or Christmas, to include that provision for any holiday. *(This is the recommended action as it allows for advance notice to the public, does not require staff or Council to work on established holidays, and removes future conflicts.)*

The attached resolution sets the dates for the 2014 City Council meetings based upon staff recommendation to amend Turlock Municipal Code Section 2-1-02.

The recommended 2014 City Council Meeting Schedule also includes regular meetings of the Public Financing Authority and the Successor Agency to the Turlock Redevelopment Agency.

3. BASIS FOR RECOMMENDATION:

- A. Staff's recommendation is based on the requirements of the Turlock Municipal Code, past preferences expressed by members of the City Council, and the desire to provide advance notice to the public of meeting times.
- B. Changes to the Turlock Municipal Code require Council approval.

Strategic Plan Initiative:

Not specifically identified within the City Strategic Plan as this item pertains to the ongoing operation/function of the City Council/City Government.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The adoption of this calendar will not impact the adopted budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Council may wish to consider scheduling meetings on every 2nd and 4th Tuesday of 2014 (including November 11th, November 25th, and December 23rd). This option would allow the Council to cancel the meeting as the date draws nearer.
- B. Council may choose any of the options listed above under the Discussion of Issue section.
- C. Council may wish to amend the proposed schedule to include specific dates for workshops (i.e. goal setting, commission forums, budget workshops, community meetings, etc.). Adopting the meeting schedule as submitted does not preclude the Council from setting additional special meetings as the need arises.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING }
TURLOCK MUNICIPAL CODE }
TITLE 2, CHAPTER 1, ARTICLE 02, }
REGARDING REGULAR CITY }
COUNCIL MEETING DATES }
COINCIDING WITH CITY HOLIDAYS }
_____ }

ORDINANCE NO. -CS

WHEREAS, Turlock Municipal Code Section 2-1-02 sets forth the time regular City Council meeting shall be held; and

WHEREAS, Turlock Municipal Code Section 2-1-02 states that in the event a regular Council meeting shall coincide with Christmas Eve (December 24th) or Christmas Day (December 25th) the regular meeting shall be held on the third Tuesday of December; and

WHEREAS, Turlock Municipal Code Section 2-1-02 states that the Council shall hold at least one (1) regular meeting every month as required by Government Code Section 36805; and

WHEREAS, on November 11, 2014, City offices will be closed for Veterans Day which is also a regularly scheduled City Council Meeting date; and

WHEREAS, since November 2011, Council has officially canceled the second regular meeting of November when it has coincided with the week of Thanksgiving, which will occur again in 2014 (November 25, 2014); and

WHEREAS, to avoid future conflicts between City holidays and City Council meetings and to ensure at least one (1) regular meeting is held every month, the following amendment is recommended.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. AMENDMENT: Title 2, Chapter 1, Article 02, is hereby amended to read as follows:

2-1-02 Meetings: Time.

The regular meetings of the Council shall, unless canceled by motion passed by a majority of members present, be held on the second and fourth Tuesdays of each month at the hour of 6:00 p.m., unless such meeting date shall coincide with Christmas Eve (December 24th) or Christmas Day (December 25th) any holiday on which City Offices are closed, in which event the regular meeting shall be held on the third Tuesday of December the month in which the holiday falls.

Notwithstanding the foregoing, the Council shall hold at least one (1) regular meeting every month as required by Government Code Section 36805.

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 28th day of January, 2014, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

Signed and approved this ____ day of _____, 2014.

JOHN S. LAZAR, Mayor

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING THE 2014 }
CITY COUNCIL MEETING SCHEDULE }
_____ }

RESOLUTION NO. 2014-

WHEREAS, annually, the City Council adopts a calendar establishing the meetings for the year; and

WHEREAS, Exhibit A sets the meeting dates for 2014 in accordance with the requirements of the Turlock Municipal Code Section 2-1-02.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Turlock does hereby adopt the 2014 City Council Meeting Schedule as set forth in Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2014, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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

2014
CITY OF TURLOCK
CITY COUNCIL MEETINGS

- JANUARY 14..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*
JANUARY 28..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*
- FEBRUARY 11 6:00 p.m. *(also Regular meeting for the PFA/SA)*
FEBRUARY 25 6:00 p.m. *(also Regular meeting for the PFA/SA)*
- MARCH 11 6:00 p.m. *(also Regular meeting for the PFA/SA)*
MARCH 25 6:00 p.m. *(also Regular meeting for the PFA/SA)*
- APRIL 8 6:00 p.m. *(also Regular meeting for the PFA/SA)*
APRIL 22 6:00 p.m. *(also Regular meeting for the PFA/SA)*
- MAY 13 6:00 p.m. *(also Regular meeting for the PFA/SA)*
MAY 27 6:00 p.m. *(also Regular meeting for the PFA/SA)*
- JUNE 10 6:00 p.m. *(also Regular meeting for the PFA/SA)*
JUNE 24 6:00 p.m. *(also Regular meeting for the PFA/SA)*
- JULY 8..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*
JULY 22..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*
- AUGUST 12..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*
AUGUST 26..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*
- SEPTEMBER 9 6:00 p.m. *(also Regular meeting for the PFA/SA)*
SEPTEMBER 23 6:00 p.m. *(also Regular meeting for the PFA/SA)*
- OCTOBER 14..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*
OCTOBER 28..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*
- NOVEMBER 18 6:00 p.m. *(also Regular meeting for the PFA/SA)*
DECEMBER 9 6:00 p.m. *(also Regular meeting for the PFA/SA)*

2015

- JANUARY 13..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*
JANUARY 27..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*

Meetings are currently scheduled to be held in the Yosemite Community Room, Turlock City Hall, 156 S. Broadway, Turlock. See meeting agenda for possible changes in location.



Council Synopsis

8A

January 14, 2014

From: Michael Cooke, Municipal Services Director

Prepared by: Garner R. Reynolds, Regulatory Affairs Manager
Dan Madden, Utilities Specialist

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Water Transfer Agreement between the City of Turlock and Del Puerto Water District for the transfer of up to 13,000 acre-feet annually

2. DISCUSSION OF ISSUE:

The City of Turlock Regional Water Quality Control Facility (RWQCF) discharges tertiary treated recycled water to the San Joaquin River. Recycled water may be used for a number of beneficial purposes. Over the past three years, the City has been working with Del Puerto Water District (DPWD) and other potential end users of the City's recycled water as a means to augment regional water supplies. The City is a partner in the North Valley Regional Recycled Water Project (NVRWP), and has been working together with the City of Modesto to deliver recycled water to DPWD via a direct discharge to the Delta Mendota Canal (DMC). However, this project is anticipated to be completed in approximately five years.

In the meantime, the City has been negotiating with DPWD on a short-term project to utilize the City's recycled water currently being discharged to the San Joaquin River for their irrigation needs. DPWD would work with the Patterson Irrigation District to deliver water from the San Joaquin River to the DMC in an amount equal to the City's recycled water that is discharged to the San Joaquin River. DPWD would then divert the water through their existing turnouts on the DMC to provide the water to their existing irrigation customers as a supplement to their existing Central Valley Project (CVP) water supply which is subject to curtailment. This will reduce the need to increase groundwater pumping in dry years when the full CVP contract amount is not available.

DPWD benefits from this Agreement by obtaining additional water to offset shortfalls in its CVP irrigation supply, maintaining the agricultural viability of District lands, and assisting their landowners and water users in obtaining a reliable and affordable water supply. By providing water to Del Puerto pursuant to

this Agreement, the City intends to provide regional economic benefit to both DPWD and the City, provide for reasonable and beneficial agricultural use of recycled water supplies, and to continue to maintain and secure this water supply for the long term benefit of the City.

A Water Transfer Agreement has been drafted and approved by both agencies. The term of the Agreement is 5 years and is for an initial quantity of eleven thousand (11,000) acre-feet with a potential of up to thirteen thousand (13,000) acre-feet by 2019 per calendar year. The purchase price for the recycled water is seventy-five dollars (\$75.00) per acre-foot. In addition, DPWD will deposit fifty-thousand dollars (\$50,000.00) which is subject to be refunded upon termination of the agreement or applied against any outstanding charges due to the City. The sale of the recycled water is estimated to bring in \$700,000.00 annually. However, as part of the transfer of the water, the City is required to secure the right from the Regional Water Quality Control Board. The cost for the application for the water right is \$208,000.00 and was approved by the City Council at its meeting on December 10, 2013.

The proposed project is consistent with previous City Council actions to construct critical infrastructure to facilitate economic development.

3. BASIS FOR RECOMMENDATION:

- A. The City of Turlock has completed the initial work to determine the feasibility of providing recycled water for beneficial reuse to Del Puerto Water District, and has determined this to be a viable project.
- B. Provides regional economic benefit to the City and DPWD.
- C. Provides for reasonable, reliable, and beneficial agricultural use of recycled water supplies.
- D. Continues to maintain and secure this water supply for the benefit of the City.
- E. Provides a source of revenue to the Water Quality Control Fund.

Strategic Plan Initiative: MUNICIPAL INFRASTRUCTURE

Goal(s): b. Address Growth-Related Issues (Current and Future)

- iii) Wastewater
- viii) Beneficial Reuse of Recycled Water
- ix) Collaborative regional efforts on water resources planning and management

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). The City Council could elect not to proceed with the Water Transfer Agreement. This alternative is not recommended because the beneficial reuse of wastewater optimizes the use of recycled water and the Agreement provides a regional economic benefit. Further, the transfer allows the City to exercise its legal right to sell the recycled water to customers for beneficial use.

**WATER TRANSFER AGREEMENT BETWEEN
THE CITY OF TURLOCK AND
DEL PUERTO WATER DISTRICT**

This Water Transfer Agreement ("**Agreement**") is made by and between the CITY OF TURLOCK ("**City**"), and DEL PUERTO WATER DISTRICT ("**Del Puerto**").

1. RECITALS.

- a. Del Puerto is a public agency of the State of California, duly formed and operating under the laws of the state, and is empowered to enter into contracts to manage the water supply available to it for the benefit of its constituent, and
- b. The City of Turlock is a public agency of the State of California, duly formed and operating under the laws of the state, and is empowered to enter into contracts to manage its water resources for the benefit of its constituents, and
- c. Del Puerto and the City are both signatories to the North Valley Regional Recycled Water Program (NVRWP) MOU, and
- d. The City has submitted an application to the State Water Resources Control Board (SWRCB) to obtain a Water Right Permit for the City's recycled water and the City's obligations as set forth in this agreement are subject to the conditions set forth in paragraph 10 including, but not limited to, the State Water Board issuing the Water Right Permit to the City, and
- e. Del Puerto is entitled to receive Central Valley Project (CVP) water pursuant to a long-term Water Service Contract No. 14-06-200-922-LTR1 between the United States Bureau of Reclamation (Reclamation) and Del Puerto, said contract subject to severe and ongoing shortages for various hydrologic and regulatory constraints, and
- f. Del Puerto intends by this Agreement to (1) obtain additional water to offset in part shortfalls in its CVP irrigation supply, (2) maintain the agricultural viability of District lands, and (3) assist their landowners and water users in obtaining a reliable and affordable water supply, and
- g. By providing water to Del Puerto pursuant to this Agreement, the City intends to (1) provide Regional economic benefit to both Del Puerto and the City, (2) provide for reasonable and beneficial agricultural use of recycled water supplies by Del Puerto, (3) continue to maintain and secure this water supply for the long term benefit of the City's constituents.

OK for Agenda


NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. TERM. The term of this Agreement will be from March 1, 2014 through February 28, 2019. Six months prior to the end of the term either party shall notify the other party their intent to renegotiate this Agreement for an additional term, provided the parties can reach mutually agreeable terms.
2. TRANSFER AND QUANTITY. During the term of this Agreement, the City commits to make available to Del Puerto, and Del Puerto agrees to purchase from the City, an initial amount of up to eleven thousand (11,000) acre-feet with a potential of up to thirteen thousand (13,000) acre-feet by 2019 ("**Transfer Water**") of water per calendar year. Del Puerto acknowledges that the Transfer Water is subject to a 5% loss calculation under the terms of the USBR Warren Act Contract required for conveyance and delivery in the Delta-Mendota Canal, and that payment will be made for the full amount transferred before said 5% loss, as herein provided. The parties reserve the right to contest the application of such loss with the United States Bureau of Reclamation.
3. WATER TO BE MADE AVAILABLE. City will make Transfer Water available from City's Regional Water Quality Control Facility, currently treating to advanced secondary and tertiary levels, subject to the issuance of a Water Right Permit by the State Water Resources Control Board.
4. PURCHASE PRICE. After receipt of approval from Reclamation for the conveyance of Transfer Water under this Agreement, Del Puerto will pay Seventy-Five Dollars (\$75) per acre foot ("**Purchase Price**") for the Transfer Water, in addition to all other amounts set forth in this Agreement, as follows:
 - a. Fifty Thousand Dollars (\$50,000.00) will be paid to City in cash by January 1, 2014, which will constitute a deposit for the total estimated water mutually agreed upon to be provided by City during all years of this Agreement. Said deposit shall be refunded upon termination of this Agreement or applied against any outstanding charges due to City by Del Puerto upon termination of this Agreement.
 - b. The City will issue monthly billing statements to Del Puerto for the Transfer Water conveyed by Patterson Irrigation District facilities which will be due and payable on the first business day of each month, and will be considered delinquent if not paid within thirty (30) days of the due date.
 - c. In addition to the Purchase Price, Del Puerto shall pay additional amounts as set forth in Section 6 below.
5. SCHEDULING AND PAYMENT. Concurrent with execution of this Agreement for 2014, and as soon as possible in each successive water year, City and Del Puerto will cooperatively establish and mutually agree upon the schedule for delivery of the Transfer Water.
 - a. Del Puerto shall pay when due, directly to Reclamation, all rates, charges and/or assessments imposed by Reclamation pursuant to its Warren Act contract.

- b. Del Puerto shall pay when due, directly to the Patterson Irrigation District, all rates and charges applicable to the transportation of the Transfer Water from the San Joaquin River to the Delta-Mendota Canal pursuant to the terms of their wheeling agreement.
 - c. Del Puerto shall pay when due, directly to the San Luis & Delta-Mendota Water Authority, all rates, charges and/or assessments of any kind applicable to delivery of the Transfer Water from the Delta-Mendota Canal.
6. DELIVERY AND MEASUREMENT. City and the Del Puerto will work cooperatively with Reclamation and any necessary intermediary agencies to accomplish the delivery of Transfer Water. The delivery point for the Transfer Water to Del Puerto will be at the discharge of the Patterson Irrigation District pumping facility. The quantity of Transfer Water for which Del Puerto will pay the City, shall be the quantity of Transfer Water measured by City at the final effluent flow monitoring location within the Regional Water Quality Control Facility, less that amount diverted to other users along the Harding Drain Bypass pipeline and any loss amount in the San Joaquin River that may be required pursuant to SWRCB permit. Said quantity of Transfer water to be diverted and wheeled by Patterson Irrigation District into the Delta-Mendota Canal adjacent to milepost 42.53L, and subsequently delivered to Del Puerto through turnouts licensed to Del Puerto.
 7. RESTRICTIONS ON USE. Del Puerto agrees that all Transfer Water provided by City pursuant to this Agreement will be used within the boundaries of Del Puerto Water District. Del Puerto agrees that it will place all Transfer Water to an agricultural use that is reasonable and beneficial, and shall comply with all applicable state federal and local regulations. Del Puerto will maintain books and records with regard to the use of any and all water provided pursuant to this Agreement sufficient to enable City to show proof of the reasonable and beneficial use of said water.
 8. NO ENTITLEMENT TO WATER. Del Puerto and City agree that the delivery of the Transfer Water under this Agreement will not: (1) give Del Puerto a continued right to acquire City water beyond the term of this Agreement, (2) be deemed a transfer of a water right or of any ownership interest in water rights, or (3) be deemed any indication or evidence of a reduction of City's water demand or use.
 9. ENVIRONMENTAL REVIEW. The parties acknowledge that they have completed review under the California Environmental Quality Act ("**CEQA**") for the transfer accomplished by this Agreement, and that Reclamation has completed review under the National Environmental Policy Act ("**NEPA**") for the term of this Agreement.
 10. WATER SUPPLY REDUCTIONS. City's obligation to deliver Transfer Water and Del Puerto's obligation to receive and pay for Transfer Water pursuant to the terms of this Agreement will, at all times, be subject to the following conditions: (1) any State Water Resources Control Board permit issued to facilitate the transfer contemplated by this Agreement; (2) applicable federal and State laws and regulations now in existence and as may be modified from time to time which make it impracticable for City to provide any Transfer Water, as determined by the City at its sole discretion; (3) failure of facilities; intervening acts, including litigation and stream adjudication brought by third parties, or actions of any State or federal agency exercising jurisdiction or claiming an interest and/or

right to reduce and/or modify operations and/or quantities of Transfer Water otherwise available to City; (4) any action, legislation, ruling or determination adverse to City preventing its ability to meet obligations under the Agreement and beyond the reasonable control of City; and (5) any limitation on the ability of Patterson Irrigation District to pump the Transfer Water from the San Joaquin River and deliver same to the Delta Mendota Canal. City will make a good faith effort to oppose such reductions, but Del Puerto agrees that City will not be liable for reductions of supply in this Agreement due to such causes. Water supply to be delivered by City and Del Puerto's obligation to pay for same under this Agreement may be reduced to the extent such conditions occur. In the event of a reduction of supply caused by any of such conditions, Del Puerto will pay only for water actually delivered. Each Party shall notify the other in writing as soon as practicable that a condition necessitating a water supply reduction has occurred. In the event any of such factors render it impractical for either or both parties to substantially perform under this Agreement, either party may terminate this Agreement prior to expiration of the term of this Agreement by providing ten (10) working days written notice.

11. REGULATORY AND LITIGATION COSTS. City will defend its own interests in any litigation or regulatory action challenging the validity of the City's water rights or the legality of the City's ability to transfer water pursuant to those rights and, should Del Puerto be named in any such litigation or regulatory action challenging the validity of City's water rights or legality of the City's ability to transfer water pursuant to those rights, City shall also defend, indemnify and hold harmless Del Puerto. Otherwise, except as provided in the preceding sentence, the parties will each defend their own interests in litigation or regulatory action involving this Agreement.
12. GENERAL INDEMNITY. Except as provided in Section 14, each party agrees to protect, defend, indemnify, and hold harmless the other party, its officers, agents, servants, employees, and consultants from and against any and all losses, claims, liens, demands and causes of action of every kind and character on account of personal injuries or death or damages to property and, without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, connected with, or arising directly or indirectly out of the performance or non-performance by the indemnifying party hereunder.
13. WATER QUALITY. City makes no warranty or representations as to the quality or fitness for use of the Transfer Water. The Parties acknowledge that Del Puerto is familiar with the quality of the Transfer Water, and that Del Puerto shall be responsible for all necessary measures at its own expense for any testing, treatment, and other steps required for the intended uses of the Transfer Water.
14. FORCE MAJEURE. Except as otherwise provided herein, all obligations of the parties hereto will be suspended so long as, and to the extent that, the performance thereof will be prevented by earthquakes, fires, tornadoes, facility failures, floods, drowning, strikes, other casualties or acts of God, orders of court or governmental agencies having jurisdiction over the subject matter thereof or other events or causes beyond the control of the parties hereto.
15. SPECIFIC PERFORMANCE. It is agreed by the parties hereto that in this arid region the water delivered herein is of unique value and that, in the event of breach of this Agreement,

specific performance of the Agreement in accordance with its terms and conditions will be proper injunctive relief, and such injunctive relief may be sought at any time during the term of the Agreement.

16. WAIVER OF RIGHTS. Any waiver, at any time, by any party of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, will not be deemed to be a waiver with respect to any other breach, default or matter.
17. NOTICES. All notices that are required, either expressly or by implication, to be given by any party to the other under this Agreement must be signed by the party giving the notice. Any notices to Parties required by this Agreement must be delivered or mailed, United States first-class postage prepaid, addressed as follows:

CITY OF TURLOCK

Attention: Michael Cooke, Municipal Services Director
156 S. Broadway, Suite 270
Turlock, CA 95380

DEL PUERTO WATER DISTRICT

Attention: Anthea G. Hansen, Assistant General Manager
17840 Ward Ave
Post Office Box 1596 Patterson, CA 95363

Notice will be deemed given (a) two calendar days following mailing via regular or certified mail, return receipt requested, (b) one business day after deposit with any one-day delivery service assuring "next day" delivery, (c) upon actual receipt of notice, or (d) upon transmission, if by facsimile or email, whichever is earlier. The parties will promptly give written notice to each other of any change of address, and mailing or shipment to the addresses stated herein will be deemed sufficient unless written notification of a change of address has been received.

18. APPROVALS. Where the terms of this Agreement provide for action to be based upon a judgment, approval, review or determination of any party, such terms are not intended to be and will never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious or unreasonable.
19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between City and Del Puerto and supersedes any oral agreement, statement or promise between them relating to the subject matter of the Agreement. Any amendment, including oral modifications, must be reduced to writing and signed by all parties to be effective.
20. ATTORNEYS FEES. If legal action or other proceeding is commenced as a result of a dispute which arises under or relates to any provision of this Agreement, the losing party will pay the prevailing party's actual attorneys' fees, costs, expert witness fees and other expenses incurred in preparation for and conduct of that action or proceeding, appeal of judgment, and enforcement and collection of judgment or award.

21. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will not be effective until the execution and delivery between each of the parties of at least one set of counterparts. The parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely execute counterparts will be sufficient proof of this Agreement.
22. MUTUAL DISSOLUTION OF THIS AGREEMENT. Except as otherwise provided herein, this Agreement may only be terminated prior to the expiration of its term upon mutual agreement of both parties.

CITY OF TURLOCK,

A political subdivision of the State of California

By _____
Roy W. Wasden, City Manager

DATE: _____

DEL PUERTO WATER DISTRICT,

A political subdivision of the State of California

By _____
William Harrison, General Manager

DATE: _____



Council Synopsis

January 14, 2014

8B

From: Tim Lohman, Fire Chief
Prepared by: Tim Lohman, Fire Chief
Agenized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing staff to conduct a Request for Proposal (RFP) for nuisance abatement services, including a landscape service agreement, for the Neighborhood Services Unit of the Turlock Fire Department

2. DISCUSSION OF ISSUE:

In August of 2009, Council took action to utilize City Maintenance Staff to provide abatement services. At that time, our part time resources were robust and the Alternate Work Program (AWP) program provided a steady stream of additional help. Part time employees working in the Landscape Assessment area were utilized to perform abatement services as needed. This often resulted in resources being pulled away from regular duties in order to respond to abatement related needs.

In the past, this arrangement seemed to work and caused very little impact on our ability to get regular work accomplished. At that time, the City employed a large group of forty-hour per week part time employees who were skilled and well versed in their responsibilities.

In addition, the regular use of AWP's helped to supplement the workload. The City now only hires part time employees for twenty hours per week resulting in more turn over and a less skilled workforce. In addition, due to changes at the County level, the number of AWP participants has also significantly dwindled and is no longer a viable option for us.

The Landscape Assessment Districts require a significant amount of maintenance and given the financial investment by residents living in those areas, expectations are very high. Maintaining these landscape areas at an acceptable level is critical. Abatement services has caused interruptions to our ability to get regular landscape maintenance work accomplished and has begun to have an adverse effect on the quality of work.

With these changes to the workforce, and the lack of available AWP's to supplement our City employees, the City must now utilize full time employees at their fully burdened rate. When full time employees perform abatement work, the City is not able to provide abatement service work at a competitive rate.

We are now seeking the City Council's approval to conduct a Request for Proposal (RFP) to identify a private contractor to conduct future abatement service work.

3. BASIS FOR RECOMMENDATION:

- A) City staff is no longer a cost effective option for abatement services.
- B) The use of City staff for abatements services has adversely impacted regularly scheduled maintenance in other areas of the City.

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

- A). Deny the request to conduct an RFP and continue to utilize city staff.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING STAFF }
TO CONDUCT A REQUEST FOR PROPOSAL }
(RFP) FOR NUISANCE ABATEMENT }
SERVICES, INCLUDING A LANDSCAPE }
SERVICE AGREEMENT, FOR THE }
NEIGHBORHOOD SERVICES UNIT OF THE }
TURLOCK FIRE DEPARTMENT }
_____ }

RESOLUTION NO. 2014-

WHEREAS, in 2009, City Council directed the use of part time City Maintenance Staff and the Alternative Work Program (AWP) to provide abatement services for the Neighborhood Services Unit; and

WHEREAS, since 2009, the number of part time City Maintenance Staff has been significantly reduced as well as the availability of individuals in the AWP; and

WHEREAS, there is a need to utilize available part time City Maintenance Staff to maintain the City's Landscape Assessment Districts; and

WHEREAS, using full time City employees for all nuisance abatement services causes the work to be completed at a non-competitive rate.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby authorize staff to conduct a Request for Proposal (RFP) for nuisance abatement services, including a landscape service agreement, for the Neighborhood Services Unit of the Turlock Fire Department.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2014, 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

SC

January 14, 2014

From: Robert A. Jackson, Chief of Police

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting AB109 Realignment Funds in the amount of \$98,525.34 and appropriating said funds to the proper revenue and expenditure accounts in Fund 266 "Police Services Grants"

2. DISCUSSION OF ISSUE:

The County of Stanislaus received the FY13-14 AB109 realignment funds. The formula for disbursement is based on the population of the jurisdiction within the County. Turlock Police received \$98,525.3477 or 16.96% of the total amount allocated to Stanislaus County.

Ceres Police Deputy Chief Mike Borges has been designated as the individual responsible for the disbursement and the subsequent reporting requirements back to the State of California.

During a countywide Law Enforcement Executive (LEX) meeting, it was agreed that this funding would be used for targeting a list of probationers in our communities, overtime for any operation targeting probationers, crime analyst activities, and/or GPS trackers and associated software.

3. BASIS FOR RECOMMENDATION:

City Council authorization is required to accept this funding.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): 1(b) Identify smart revenue opportunities including but not limited to grants and outside sources of funding.

4. FISCAL IMPACT / BUDGET AMENDMENT:

1. 266-20-255-360.35720 "Realignment Funds – Revenue" - \$98,525.34
2. 266-20-255-360.44030_000 "Equipment" - \$98,525.34

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A). Council may decline acceptance of the AB109 funding.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING AB109 }
REALIGNMENT FUNDS IN THE AMOUNT OF }
\$98,525.34 AND APPROPRIATING SAID }
FUNDS TO THE PROPER REVENUE AND }
EXPENDITURE ACCOUNTS IN FUND 266 }
"POLICE SERVICES GRANTS" }
_____ }

RESOLUTION NO. 2014-

WHEREAS, the County of Stanislaus received the Fiscal Year 2013-14 AB109 realignment funds. The formula for disbursement to police agencies in the county is based on population. Turlock Police received \$98,525.34 or 16.96% of the total amount allocated to Stanislaus County; and

WHEREAS, within Stanislaus County, this funding must be used for targeting a list of probationers in our communities, overtime for any operation targeting probationers, crime analyst activities, and/or GPS trackers and associated software; and

WHEREAS, the Turlock Police Department will use this funding for the purposes identified above.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby accept the AB109 realignment funds in the amount of \$98,525.34 and approves the following appropriations:

1. 266-20-255-360.35720 "Realignment Funds – Revenue" - \$98,525.34
2. 266-20-255-360.44030_000 "Equipment" - \$98,525.34

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2014, 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

8 D
January 14, 2014

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the reclassification of Allison Van Guilder to Parks, Recreation, and Public Facilities Director and the transfer of Erik Schulze, Parks, Recreation, and Public Facilities Superintendent from the TCEA bargaining group to the Management group effective January 16, 2014, and appropriating \$5,711 to Fund 110 "General Fund," \$1,708 to Fund 205 "Sports Facilities," \$854 to Fund 217 "Streets-Gas Tax," \$854 to Fund 246 "Landscape Assessment," and \$854 to Fund 410 "Water Quality Control"

2. DISCUSSION OF ISSUE:

As the Parks, Recreation, and Public Facilities Division Manager, Ms. Van Guilder is responsible for the direction and oversight for nine (9) major functions and the division is comprised of forty-one (41) full time employees and over two hundred (200) part time employees. Combining the maintenance and recreation divisions has proven to be a positive change resulting in more efficiency, teamwork and overall effectiveness.

Ms. Van Guilder has demonstrated the ability to assume the duties of Parks, Recreation, and Public Facilities Director (Attachment A). She has worked collaboratively with other department directors, as well as the City Attorney and the City Manager in a number of areas in order to gain the knowledge and experience related to this position and its responsibilities.

With the recommended reclassification of Ms. Van Guilder to Parks, Recreation, and Public Facilities Director, it is also recommended that Erik Schulze, Parks, Recreation, and Public Facilities Superintendent (Attachment B) be transferred from the TCEA bargaining group to the Management group. Mr. Schulze is currently tasked with assignments that are high-profile and extremely sensitive in nature, generally assigned to management level employees.

3. BASIS FOR RECOMMENDATION:

Ms. Van Guilder's performance and qualifications meet and exceed the requirements of the current Parks, Recreation, and Public Facilities Director job description. Ms. Van Guilder is well suited for this position and I am confident she will continue as a valuable member of our Executive Team.

Strategic Plan Initiative:

- A) Policy Initiative- Effective Leadership
 - Goal 1.C. Hire, develop and retain the best most qualified employees
 - Goal 1.D. Succession planning

Pursuant to the City Strategic Plan, the Department Strategic Plan and the Draft City Succession Policy, this request firmly meets these Plans and Policy initiatives.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Budget Amendment – Appropriations detailed in Attachment C.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Not reclassify Ms. Van Guilder to Parks, Recreation, and Public Facilities Director and not transfer Mr. Schulze to the Management group.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
RECLASSIFICATION OF ALLISON }
VAN GUILDER TO PARKS, RECREATION, }
AND PUBLIC FACILITIES DIRECTOR AND }
THE TRANSFER OF ERIK SCHULZE, }
PARKS, RECREATION, AND PUBLIC }
FACILITIES SUPERINTENDENT FROM THE }
TCEA BARGAINING GROUP TO THE }
MANAGEMENT GROUP EFFECTIVE }
JANUARY 16, 2014, AND APPROPRIATING }
\$5,711 TO FUND 110 "GENERAL FUND," }
\$1,708 TO FUND 205 "SPORTS }
FACILITIES," \$854 TO FUND 217 }
"STREETS-GAS TAX," \$854 TO FUND 246 }
"LANDSCAPE ASSESSMENT," AND \$854 }
TO FUND 410 "WATER QUALITY }
CONTROL" }

RESOLUTION NO. 2014-

WHEREAS, as the Parks, Recreation, and Public Facilities Division Manager, Ms. Van Guilder is responsible for the direction and oversight for nine (9) major functions and the division is comprised of forty-one (41) full time employees and over two hundred (200) part time employees; and

WHEREAS, Ms. Van Guilder has demonstrated the ability to assume the duties of Parks, Recreation, and Public Facilities Director (Attachment A) and has worked collaboratively with other department directors, as well as the City Attorney and the City Manager in a number of areas in order to gain the knowledge and experience related to this position and its responsibilities; and

WHEREAS, in addition to Ms. Van Guilder's performance and qualifications meeting and exceeding the requirements of the current Parks, Recreation, and Public Facilities Director job description, Ms. Van Guilder is well suited for this position and she will continue as a valuable member of our Executive Team; and

WHEREAS, it is also recommended that Erik Schulze, Parks, Recreation, and Public Facilities Superintendent (Attachment B) be transferred from the TCEA bargaining group to the Management group as Mr. Schulze is currently tasked with assignments that are high-profile and extremely sensitive in nature, generally assigned to management level employees.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the reclassification of Allison Van Guilder to Parks, Recreation, and Public Facilities Director and the transfer of Erik Schulze, Parks, Recreation, and Public Facilities Superintendent from the TCEA bargaining group to the Management group effective January 16, 2014, and appropriate \$5,711 to Fund 110 "General Fund," \$1,708 to

Fund 205 "Sports Facilities," \$854 to Fund 217 "Streets-Gas Tax," \$854 to Fund 246 "Landscape Assessment," and \$854 to Fund 410 "Water Quality Control" (Attachment C).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of January, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



PARKS, RECREATION AND PUBLIC FACILITIES MAINTENANCE DIRECTOR

DEFINITION

Under administrative direction, serves as the Parks, Recreation and Public Facilities Maintenance Director, plans, directs and reviews the activities and operations of the Parks, Recreation and Public Facilities Maintenance Department including streets, parks, airport, recreation, cultural arts, Teens and Family Programs/Aquatics, Sports, and Police Activities League, as well as the design, construction, maintenance, and acquisition of all parks, recreation areas, parkways, landscape areas, and related facilities and buildings; to coordinate assigned activities with other City departments and outside agencies; and to provide highly responsible and complex administrative support to the City Manager.

This position is designated as un-represented for Labor Relations purposes and is considered exempt under the Fair Labor Standards Act (FLSA).

SUPERVISION RECEIVED AND EXERCISED

Administrative direction is provided by the City Manager. The job incumbent directly supervises subordinate level staff responsible for parks, recreation, public facilities maintenance and related program areas.

DISTINGUISHING CHARACTERISTICS

This is a department head management classification responsible for the direction of discrete departmental organizational component(s) and programs/functions within the parks, recreation and public facilities areas. Duties and responsibilities are performed in accordance with municipal codes, ordinances, City policy, and related regulating entities. Serves as a member of the City executive team with responsibilities for establishing and overseeing programs and policies that affect multiple departments and the City as a whole. Approves and has final responsibility for all written and other types of presentations to the City Council and other commissions, boards and policy adopting bodies. Demonstrates professional and technical competence while working as a team member and exercises independent judgment in a number of confidential and sensitive areas.

ESSENTIAL FUNCTIONS - Duties may include, but are not limited to:

- Develop, plan, and implement Department goals and objectives; recommend and administer policies and procedures.
- Direct, oversee and participate in the development of the department's work plan; assign work activities, projects and programs; monitor work flow; review and evaluate work products, methods and procedures.

- Plan, organize, direct and evaluate the work and programs of the Parks, Recreation and Public Facilities Maintenance Department, and the administrative office staff.

- Prepare long-range plans to meet community needs based on studies of local conditions and projections of the future composition of the community; recommend additional, altered or expanded parks and recreation facilities.
- Plan and direct the development of new parks, facilities and programs, and improvements to existing facilities and programs.
- Ensure the City is in compliance with Federal, State and local laws and codes pertaining to the area of responsibility including, but not limited to: Pesticide laws, ADA compliance, assessment districts, easements or right-of-ways and plumbing codes.
- Research and prepare applications for funding alternatives such as those obtained through grants and state programs; identify long-term financing alternatives.
- Coordinate and direct fund raising activities.
- Negotiate and administer joint use and funding agreements and contracts with public and private agencies.
- Prepare and submit reports, make recommendations and presentations, and provide technical advice to the Director, City Manager, City Council, Parks, Recreation and Community Programs Commission, and Arts Commission. Make presentations to various service clubs.
- Serve as the liaison to the Parks, Recreation and Community Programs Commission.
- Coordinate Department activities with those of other departments and outside agencies and organizations; provide staff assistance to the City Manager and City Council; prepare and present staff reports and other necessary correspondence.
- Respond to the most difficult citizen service and facility use related complaints and requests.
- Supervise and participate in the development and administration of the Parks, Recreation and Public Facilities Maintenance Department budget; direct the forecast of additional funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; implement mid-year adjustments.
- Organize available resources for acquisition, maintenance, improvement and repair of parks and recreation facilities.
- Select, train, motivate and evaluate personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Direct the establishment and maintenance of files and records of departmental activities.
- Assist in the development, implementation and administration of the City's capital improvement program as it relates to park and recreation facilities.
- Write, administer, and supervise contracts with the City of Turlock in the landscaping areas.
- Direct and oversee maintenance of all landscape assessment districts.

- Direct, administer, and oversee the functions of the street maintenance division including but not limited to the sidewalk repair program, street signage repairs, pothole repair program, street striping and legend painting, sand bagging program, tree pruning and planting programs.
- Plan, organize, and direct the annual Arbor Day Tree Planting Celebration.
- Administer the Tree City USA program for the City.
- Plan, design, and direct the development of new parks, facilities and programs, and improvements to existing facilities and programs.
- Administer and oversee the functions of the Turlock Municipal Airport.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Modern highly complex principles and practices of parks and recreation program development and administration, and park facility design and use.
- Procedures for planning, implementing and maintaining a variety of recreation activities and programs.
- Recreational, cultural and social needs of all age groups and people of diverse backgrounds.
- How volunteer commissions function most effectively and laws and regulations related to their administration.
- Recent developments, current literature and sources of information related to recreation program administration and alternative financing.
- Occupational hazard and standard safety precautions necessary to maintain safe work practices.
- All phases of turf and landscape maintenance, sprinkler system installation, operation and repair, weed and insect detection and control methods and plant disease detection and control.
- The installation/removal and maintenance of all City trees, including leaf clean-up programs and mistletoe removal programs.
- Materials, methods, tools and equipment used in the maintenance, repair and construction of various City facilities.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Pertinent State, Federal, and local laws, codes, regulations, Grants and Foundations.
- Principles and practices of budget preparation and administration.
- Principles of supervision, training and performance evaluation.

Ability to:

- Organize, direct and coordinate the activities of the department in a manner conducive to full performance and high morale.
- Understand and implement the park and recreation needs of the community and recommend facilities and programs to meet those needs.

- Prepare and present complex reports.
- Gain cooperation through discussion and persuasion.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply City policies, procedures, rules and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Maintain liaison with various private and public agencies, and deal successfully with the public and other interested groups.
- Prepare and administer a budget.
- Develop and implement policies and procedures related to the administration of a variety of parks and recreation programs and activities. Research, write, oversee and monitor grants.
- Forecast and plan for future needs.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of agency goals.
- Effectively and fairly negotiate appropriate solutions and contracts. Manage resources within budget and policy parameters.
- Delegate authority and responsibility effectively.
- Establish and maintain cooperative working relationships with elective officials, City personnel, consultants, commission and board members, representatives of outside agencies, youth organizations and groups and members of the public.
- Build consensus and develop a team approach.
- Present ideas effectively orally and in writing.
- Prepare a variety of complex and comprehensive reports and documents.
- Prepare speeches, articles and letters for publications.
- Read and comprehend complex laws and regulations and initiate policies and procedures for their implementation.
- Organize, implement and supervise departmental goals and City objectives.
- Lead, manage, evaluate and train personnel effectively and maintain discipline.
- Make presentations before groups and represent the City in public forums.
- Use computer and needed programs effectively.

EDUCATION AND EXPERIENCE

Education:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in public administration, business, recreation, park administration, or a related field.

Possession of Master's Degree in Public Administration, Business Administration, Recreation, Park Administration or related field is desirable.

Experience:

Five years of increasingly responsible technical, administrative or analytical experience in a public agency in related function areas or any experience that would have provided the opportunity to develop the required skills, knowledge and abilities. Two of the five years of experience shall be in a supervisory capacity.



PARKS, RECREATION AND PUBLIC FACILITIES MAINTENANCE SUPERINTENDENT

DEFINITION

Under general direction of the Parks, Recreation and Public Facilities Maintenance Manager or designee, serves as the Parks, Recreation and Public Facilities Maintenance Superintendent, to plan, organize, promote, budget, schedule, direct, evaluate and coordinate through subordinate supervisors the activities and operations of the Parks, Recreation and Public Facilities Maintenance Department including streets, parks, airport, recreation, cultural arts, Teens and Family Programs/Aquatics, Sports, and Police Activities League, as well as the design, construction, maintenance, and acquisition of all parks, recreation areas, parkways, landscape areas, and related facilities and buildings; to coordinate assigned activities with other City departments and outside agencies; and to provide highly responsible and complex administrative support to the Department Manager or designee.

This position is assigned to the Management Bargaining Unit for labor relations purposes and is considered exempt under the Fair Labor Standards Act (FLSA).

SUPERVISION RECEIVED AND EXERCISED

General direction is provided by the Parks, Recreation and Public Facilities Maintenance Manager. The incumbent directly supervises and trains full-time, part-time, seasonal and volunteer staff responsible for parks, recreation, public facilities and related program areas.

DISTINGUISHING CHARACTERISTICS

This is a superintendent classification responsible for the oversight of a discrete departmental organizational component and programs/functions in the areas of the parks, recreation and public facilities maintenance. Duties and responsibilities are performed in accordance with municipal codes, laws, ordinances, City policy, federal, and state regulating entities.

ESSENTIAL FUNCTIONS - Duties may include, but are not limited to:

- Recommend and administer policies and procedures.
- Participate in the development of the Departments work plan; assign work activities, projects and programs; monitor work flow; review and evaluate work products, methods and procedures.
- Assist with the planning and development of new parks, facilities and programs, and improvements to existing facilities and programs.

- Research and prepare applications for funding alternatives such as those obtained through grants and state programs; identify long-term financing alternatives.
- Responsible for fund development and sponsorship programs.
- Assist with the development and administration of joint use and funding agreements and contracts with public and private agencies.
- Prepare and submit reports, make recommendations and presentations, and provide technical advice to the Department Manager, Department Director, City Manager, City Council, Parks, Recreation and Community Programs Commission, and Arts Commission. Make presentations to various service clubs.
- Coordinate Department activities with those of other departments and outside agencies and organizations; provide staff assistance to the Department Manager; prepare and present staff reports and other necessary correspondence.
- Respond to citizen service and facility use related complaints and requests.
- Participate in the development and administration of the Parks, Recreation and Public Facilities Maintenance Department budget; forecast additional funds needed for staffing, equipment, materials and supplies; monitor expenditures and inform Department Manager of any budget related issues.
- Organize available resources for acquisition, maintenance, improvement and repair of parks and recreation facilities.
- Select, train, motivate and evaluate personnel; provide or coordinate staff training; work with employees to correct deficiencies
- Oversee the establishment and maintenance of files and records of the Department's activities.
- Assist in the development, implementation and administration of the City's capital improvement program as it relates to park and recreation facilities.
- Write, administer, and oversee contracts with the City of Turlock in the landscaping areas.
- Oversee maintenance of all landscape assessment districts.
- Administer, and oversee the functions of the street maintenance division including but not limited to the sidewalk repair program, street signage repairs, pothole repair program, street striping and legend painting, sand bagging program, tree pruning and planting programs.
- Plan, organize, and oversee the annual Arbor Day Tree Planting Celebration.
- Administrate the Tree City USA program for the City.
- Coordinates the activities of Recreation Programs with City sponsored, co-sponsored and community non-City sponsored activities.
- Assist with the ongoing evaluation of programs, staff and facilities.
- Develops and assists initiating new recreation/sports/arts programs.
- Oversees Recreation Division computer registration system.
- Responsible for payroll and time record forms for all full-time, part-time and seasonal employees.
- Determines and recommends program and activity fees as directed.
- Audit part-time employees payroll accounts on a continuing basis.
- Tracks and monitors full-time and part-time employees hours and performance.
- Performs various office functions as needed.
- Recommends and monitors program budgets.

- Responsible for publicity and advertisement of Recreation and Community Service programs through available community resources, news media and activity brochure.
- Create community partnerships to leverage existing resources.
- As assigned, supervises organized community groups and committees in the promotion and organization of parks, recreation, and other community programs and use of City facilities.
- Assist with the administration and oversight of the Turlock Municipal Airport.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Modern highly complex principles and practices of parks and recreation program development and administration, and park facility design and use.
- Procedures for planning, implementing and maintaining a variety of recreation activities and programs.
- Recreational, cultural and social needs of all age groups and people of diverse backgrounds.
- Volunteer commission management and laws and regulations related to their administration.
- Recent developments, current literature and sources of information related to recreation program administration and alternative financing.
- Occupational hazard and standard safety precautions necessary to maintain safe work practices.
- All phases of turf and landscape maintenance, sprinkler system installation, operation and repair, weed and insect detection and control methods and plant disease detection and control.
- The installation/removal and maintenance of all City trees, including leaf clean-up programs and mistletoe removal programs.
- Materials, methods, tools and equipment used in the maintenance, repair and construction of various City facilities.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Pertinent State, Federal, and local laws, codes, regulations, Grants and Foundations.
- Principles and practices of budget preparation and administration.
- Principles of supervision, training and performance evaluation.

Ability to:

- Organize, supervise and coordinate the activities of the department in a manner conducive to full performance and high morale.
- Understand and implement the park and recreation needs of the community and recommend facilities and programs to meet those needs.
- Prepare and present complex reports.
- Gain cooperation through discussion and persuasion.

- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply City policies, procedures, rules and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Maintain liaison with various private and public agencies, and deal successfully with the public and other interested groups.
- Prepare and administer a budget.
- Administer a variety of parks and recreation programs and activities.
- Develop and implement policies and procedures related to the administration of a variety of parks and recreation programs and activities.
- Research, write, oversee and monitor grants.
- Forecast and plan for future needs.
- Effectively and fairly negotiate appropriate solutions and contracts.
- Manage resources within budget and policy parameters.
- Plan, organize, and supervise the work of professional, technical and office support staff.
- Establish and maintain cooperative working relationships with elected officials, City personnel, consultants, commission and board members, representatives of outside agencies, youth organizations and groups and members of the public.
- Present ideas effectively orally and in writing.
- Prepare a variety of complex and comprehensive reports and documents.
- Prepare speeches, articles and letters for publications.
- Read and comprehend complex laws and regulations and initiate policies and procedures for their implementation.
- Organize, implement and supervise Department's goals and City objectives.
- Lead, manage, evaluate and train personnel effectively and maintain discipline.
- Make presentations before groups and represent the City in public forums. Use computer and needed programs effectively.

EDUCATION AND EXPERIENCE

Education:

Possession of a Bachelor's degree from an accredited college or university with major course work in public administration, recreation, park administration, ornamental horticulture, business or a related field.

Experience:

Four years of increasingly responsible technical, administrative or analytical experience in a public agency in related function areas or any experience that would have provided the opportunity to develop the required skills, knowledge and abilities. One of the four years of experience shall be in a supervisory capacity.

LICENSE AND CERTIFICATES

Possession of a valid California Driver's License in the category necessary to perform essential duties of the position will be required at the time of appointment. Individuals

who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis.

Maintenance of a valid California Driver's license and proof of automobile liability insurance thereafter is a condition of continued employment.

PHYSICAL REQUIREMENTS

Maintain the required physical abilities: See well enough to drive a vehicle; hear and speak well enough to converse on the telephone and in person; communicate clearly without amplification; bodily mobility to move rapidly from one area to another sometimes over rough terrain; climb stairs or ladders; use of hands and fingers to write; operate a computer keyboard and handle plans and documents; stamina to work long hours and attend night meetings several times a week.

Class Established: 6/11
Revised 12/13

Reviewed and Approved: _____ Date: _____
Personnel Officer

PARKS, PUBLIC FACILITIES & RECREATION PROPOSED BUDGET INCREASES

	205-60-602	205-60-604	217-50-510	246-60-600	410-51-532	110-60-600
	12.5%	12.5%	12.5%	12.5%	12.5%	37.5%
Total	\$2,574	\$322	\$322	\$322	\$322	\$964
Allison Van Gulder	41001 Salary	\$2	\$2	\$2	\$2	\$6
Public Facilities Maint.	<u>Benefits:</u>					
Director	42004 LTD	\$1	\$1	\$1	\$1	\$2
110-60-600	42005 Life	\$15	\$15	\$15	\$15	\$45
(Allocation of 12.5% to	42007 Workers Comp	\$12	\$12	\$12	\$12	\$39
110-50-500 and 12.5%	42008 City Liability	\$93	\$93	\$93	\$93	\$280
to 110-61-620 included	42009 PERS	(\$29)	(\$29)	(\$29)	(\$29)	(\$87)
with 110-60-600 to	42018 9% PERS	\$5	\$5	\$5	\$5	\$12
cover Parks,Rec and	42010 Medicare	\$10	\$10	\$10	\$10	\$27
PFM Administration)	42012 Retiree Health	\$76	\$76	\$76	\$76	\$224
	42013 Deferred Comp	\$185	\$185	\$185	\$185	\$548
	Total Benefits					\$50
47065 Professional Development						\$1,100
46000 Auto Allowance						\$37.5%

	205-60-602	205-60-604	217-50-510	246-60-600	410-51-532	110-61-620
	12.5%	12.5%	12.5%	12.5%	12.5%	37.5%
Total	\$2,162	\$270	\$270	\$270	\$270	\$812
Erik Schulze	41001 Salary	\$2	\$2	\$2	\$2	\$3
Parks/Rec/Public Fac.	<u>Benefits:</u>					
Superintendent	42004 LTD	\$1	\$1	\$1	\$1	\$1
110-61-620	42005 Life	\$4	\$4	\$4	\$4	\$11
(Allocation of 12.5% to	42007 Workers Comp	\$6	\$6	\$6	\$6	\$18
110-50-500 and 12.5%	42008 City Liability	\$78	\$78	\$78	\$78	\$236
to 110-60-600 included	42009 PERS	(\$24)	(\$24)	(\$24)	(\$24)	(\$75)
with 110-61-620 to	42018 9% PERS	\$4	\$4	\$4	\$4	\$11
cover Parks,Rec and	42010 Medicare	\$5	\$5	\$5	\$5	\$18
PFM Administration)	42012 Retiree Health	\$1	\$1	\$1	\$1	\$6
	42013 Deferred Comp	\$77	\$77	\$77	\$77	\$229
	Total Benefits					\$300
47065 Professional Development						\$300

	110-60-600	110-61-620	205-60-602	205-60-604	217-50-510	246-60-600	410-51-532
		\$812	\$592	\$592	\$592	\$592	\$592
TOTALS	\$964	\$812	\$592	\$592	\$592	\$592	\$592
41001 Salary	\$6	\$3	\$4	\$4	\$4	\$4	\$4
<u>Benefits:</u>							
42004 LTD	\$2	\$1	\$2	\$2	\$2	\$2	\$2
42005 Life	\$45	\$11	\$19	\$19	\$19	\$19	\$19
42007 Workers Comp	\$39	\$18	\$18	\$18	\$18	\$18	\$18
42008 City Liability	\$280	\$236	\$171	\$171	\$171	\$171	\$171
42009 PERS	(\$87)	(\$75)	(\$53)	(\$53)	(\$53)	(\$53)	(\$53)
42018 9% PERS	\$12	\$11	\$9	\$9	\$9	\$9	\$9
42010 Medicare	\$27	\$18	\$15	\$15	\$15	\$15	\$15
42012 Retiree Health	\$224	\$6	\$77	\$77	\$77	\$77	\$77
42013 Deferred Comp	\$548	\$229	\$262	\$262	\$262	\$262	\$262
Total Benefits							
47065 Professional Development	\$50	\$300					
46000 Auto Allowance	\$1,100						
110-10-112.48001_013 GF Contribution to Pedretti	\$854						
110-10-112.48001_014 GF Contribution to Sports Complex	\$854						