

City Council Agenda



MARCH 11, 2014

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



Mayor
John S. Lazar

Council Members
Amy Bublak **Steven Nascimento**
William DeHart, Jr. **Forrest White**
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: American Red Cross Month, March 2014 (*Rebecca Ciszek*)
 - B. Presentation: International Town & Gown Association (*Wasden/Sheley*)
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 2/6/14 in the amount of \$1,503,728.69; Demands of 2/13/14 in the amount of \$794,616.05
- B. Motion: Accepting Minutes of Regular Meeting of February 25, 2014
- C. Motion: Approving Amendment No. 4 to the Retainer Agreement (Contract No. 11-918) with Bureau Veritas North America, Inc., of Sacramento, California, for plan check services, in an amount not to exceed \$80,000
- D.
 1. Motion: Approving of Contract Change Order No. 3 (Final) in the amount of \$14,848.66 (Fund 420) for City Project No. 10-24, "Well No. 40 Sitework," bringing the contract total to \$237,335.01
 2. Motion: Accepting improvements for City Project No. 10-24, "Well No. 40 Sitework," and authorizing the City Engineer to file a Notice of Completion
- E. Motion: Approving a service agreement with Mission Linen & Uniform Services of Modesto to provide uniform rental and laundry services for the Municipal Services Division, Parks, Recreation and Public Facilities Division, and miscellaneous items for other departments for a period of thirty six (36) months, in an annual amount not to exceed \$50,000, for a total amount of \$150,000 for thirty-six (36) months
- F. Motion: Approving a standard Surplus Tree Leaf Beneficial Reuse Agreement for the beneficial reuse of tree leaves collected annually by the City of Turlock Leaf Pick Up Program for reuse on farmland as a soil amendment
- G. Resolution: Accepting a donation from Dr. Ram Saini in the amount of \$4,009 to be deposited into account number 269-60-614-380.37200_000 "Parks Donations-General" and appropriating said funds to account number 269-60-614-380.47124 "Parks Donation Expenses" for signage at the Singh Walkway
- H. Resolution: Approving the purchase of three (3) replacement marked police motorcycles for Turlock Police Department from Long Beach BMW Motorcycles, Long Beach, California, from account number 112-10-116.51156 "Police Motorcycles" in an amount not to exceed \$85,129.05
- I. Motion: Rejecting Claim for Damages filed by Jonathan Solorio
- J. Motion: Rejecting Claim for Damages filed by Elisa Morales

6. FINAL READINGS: None

7. PUBLIC HEARINGS: None

Challenges in court to any of the items listed below, may be limited to only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the Turlock City Council at, or prior to, the public hearing.

8. SCHEDULED MATTERS

- A. Request to rescind Resolution 2008-154 and accept the Parks, Recreation and Community Programs Commission's recommendation to update the Public Facilities and Parks Naming Nomination process. (*Van Guilder*)

Recommended Action:

Resolution: Rescinding Resolution 2008-154 and accepting the Parks, Recreation and Community Programs Commission's recommendation to update the Public Facilities and Parks Naming Nomination process

- B. Request to rename Sunnyview Park to "Quaile Rand Norton Park" in honor and recognition of the late Mayor for his commitment and contributions to the City of Turlock. (*Van Guilder*)

Recommended Action:

Resolution: Renaming Sunnyview Park to "Quaile Rand Norton Park" in honor and recognition of the late Mayor for his commitment and contributions to the City of Turlock

- C. Request to make the determination that City Project No. 12-35, "Various Road Rehabilitation," is exempt from the provisions of CEQA, award bid and approve an agreement in the amount of \$836,841.40 with Teichert Construction, Inc., and appropriate the necessary funding required to complete the project. (*Pitcock*)

Recommended Action:

Motion: Making the determination that City Project No. 12-35, "Various Road Rehabilitation," is exempt from the provisions of CEQA in accordance with Section 15301

Motion: Awarding bid and approving an agreement in the amount of \$836,841.40 with Teichert Construction, Inc., of Stockton, California, for City Project No. 12-35, "Various Road Rehabilitation"

Resolution: Appropriating \$264,349 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Section 2103 Gas Tax Monies from Fund 217 "Gas Tax Fund" for City Project No. 12-35, "Various Road Rehabilitation," to complete the necessary funding required for the project

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
AMERICAN RED CROSS MONTH
March 2014

WHEREAS, March is American Red Cross Month - a special time to recognize and thank our Everyday Heroes – those who reach out to help their neighbors when they are in need; and

WHEREAS, American Red Cross heroes are on the front lines every day. They volunteer their time, give blood, take life-saving courses or provide financial donations to help those in need; and

WHEREAS, we would like to remember our heroes in the City of Turlock who give to help people in need. They work tirelessly to help in time of disaster, when someone needs life-saving blood, or the comfort of a helping hand. They provide round-the-clock support to members of the military, veterans and their families, and teach lifesaving classes in CPR, aquatics safety and first aid; and

WHEREAS, across the country and around the world, the American Red Cross responded to hurricanes, tornadoes, floods and wildfires, including the Rim Fire, to local home fires in Stanislaus County and tragedies such as Super Storm Sandy, the Boston Marathon and Typhoon Haiyan in the Philippines; and

WHEREAS, when an injured service member ended up in a hospital far from home, the American Red Cross offered comfort. When a hospital patient needed blood, American Red Cross blood donors helped them. When a lifeguard jumped in to save a drowning child or someone stepped up to help a heart attack victim, the American Red Cross was there; and

WHEREAS, we dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby proclaim March 2014, as "AMERICAN RED CROSS MONTH " in the City of Turlock and encourage all Americans to support this organization and its noble humanitarian mission.

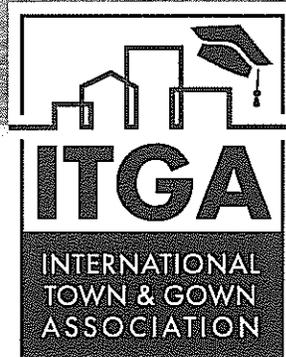
IN WITNESS WHEREOF, I, JOHN LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 11th day of March, 2014.

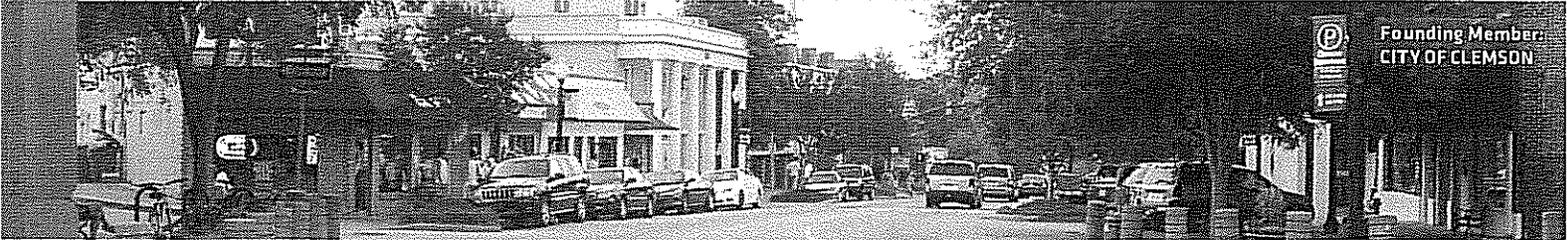
JOHN LAZAR, MAYOR
City of Turlock, County of Stanislaus,
State of California

2B

Founding Member:
CLEMSON UNIVERSITY

5 YEAR STRATEGIC PLAN





t h e S T R A T E G I C P L A N

For centuries, institutions of higher learning have coexisted with the municipalities in which they reside. What naturally follows is an overwhelming demand for a definitive resource that can not only help effectively manage those relationships, but do so in ways that result in the mutual benefit and harmonious existence of both.

By combining existing intellectual capital with best practices, the ITGA has been able, in very short order, to identify opportunities and plot the course for a monumental undertaking whose social influence is both desired and necessary.

In fact, our new initiative with Clemson University and The Jim Self Center on the Future to offer a Master in Public Administration with a focus in Town-Gown Relations and the Certificate Program in Town-Gown Relations is the result of the glaring need for developing and addressing the untapped and underserved industry of town-gown relations.

Our fast start and impressive initial progress has shown that the ITGA has both the capacity and credibility required to inspire real action in the Town and Gown industry. But due diligence and our reliance on best practices demands that much more be done.

What follows is a strategic plan that identifies: prized audiences, the existence of valuable knowledge and experience, the opportunity for product and service development, all combined to reveal the social and economic viability of the ITGA.

v i s i o n

The International Town & Gown Association strives to become the primary information resource point for common issues between institutions of higher learning and the communities in which they reside. The ITGA will be the global link bringing together practitioners from varying fields addressing immediate issues and future opportunities.

m i s s i o n

The International Town & Gown Association provides a network of resources to assist civic leaders, university officials, faculty, neighborhood residents and students to collaborate on common services, programs, academic research and citizen issues, creating an improved quality of life for all residents, students, visitors, faculty and staff.

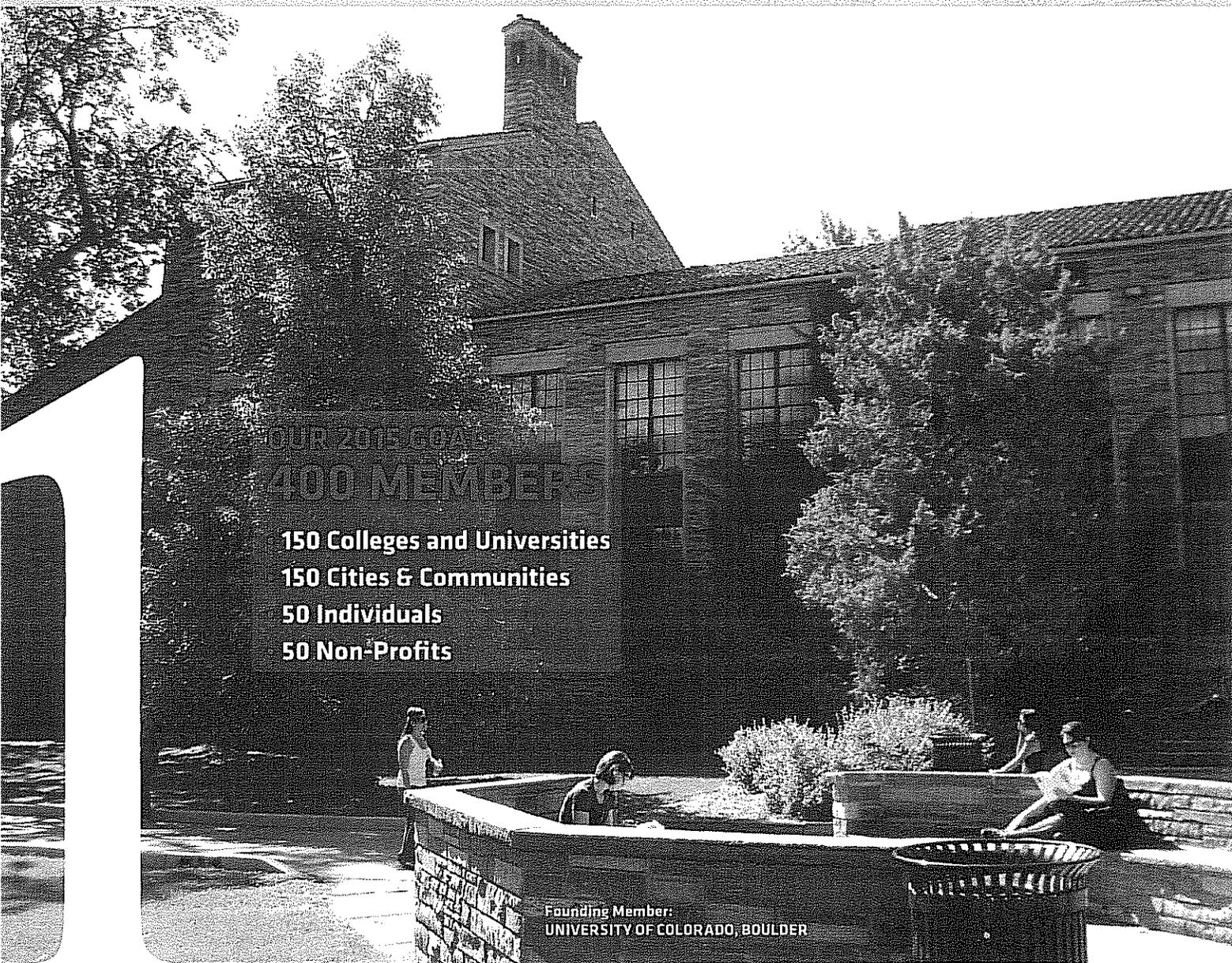
v a l u e s

<i>Facilitate</i>	<i>Design</i>
<i>Communicate</i>	<i>Lead</i>
<i>Foster</i>	<i>Guide</i>
<i>Assist</i>	<i>Promote</i>
<i>Create</i>	<i>Nurture</i>
<i>Educate</i>	<i>Support</i>

MEMBERSHIP

To achieve the most meaningful and relevant experience, the ITGA seeks to attract a diverse membership, with individuals spread across the full spectrum of institutional, municipal, student and citizen populations.

The need for such diversity is self-evident; the more sides we see to the collective experience, the more appropriate are the solutions we employ. Our aim is to leverage the capacities of every single member in order to build an ever-increasing knowledge base.



OUR 2015 GOAL IS TO HAVE
400 MEMBERS

150 Colleges and Universities

150 Cities & Communities

50 Individuals

50 Non-Profits

Founding Member:
UNIVERSITY OF COLORADO, BOULDER

RESOURCES

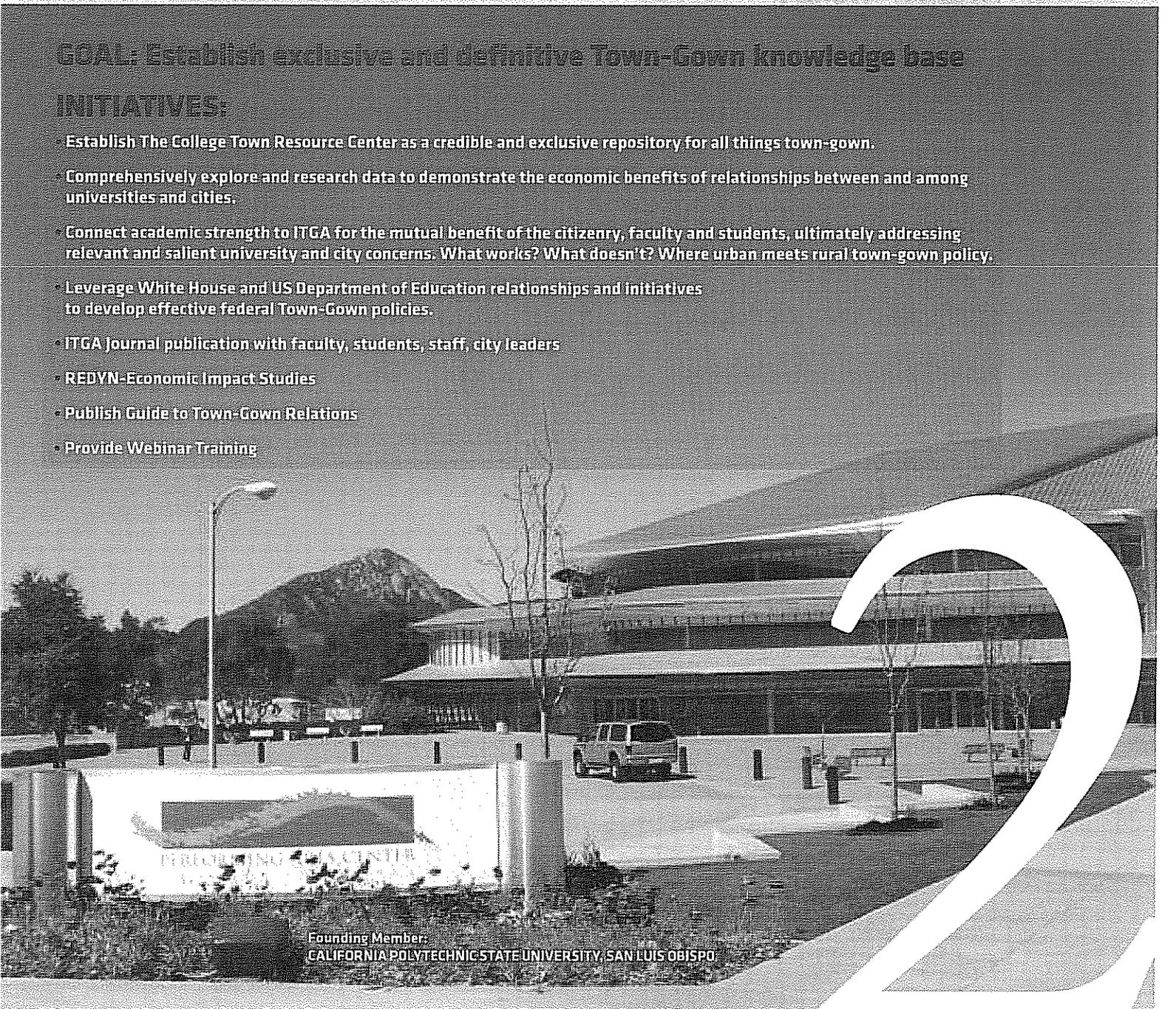
Of primary benefit to our members is knowledge. What should their relationships look like and how are they best managed? When issues arise, where can they go to find answers about conflict resolution? When looking to the future, which initiatives make the most sense?

As our knowledge base grows, tools used to access that information flourish. Over the course of the next five years, our aim is to provide powerful resources that are easy to use and readily available. So, what's in the pipeline? Have a look:

GOAL: Establish exclusive and definitive Town-Gown knowledge base

INITIATIVES:

- Establish The College Town Resource Center as a credible and exclusive repository for all things town-gown.
- Comprehensively explore and research data to demonstrate the economic benefits of relationships between and among universities and cities.
- Connect academic strength to ITGA for the mutual benefit of the citizenry, faculty and students, ultimately addressing relevant and salient university and city concerns. What works? What doesn't? Where urban meets rural town-gown policy.
- Leverage White House and US Department of Education relationships and initiatives to develop effective federal Town-Gown policies.
- ITGA Journal publication with faculty, students, staff, city leaders
- REDYN-Economic Impact Studies
- Publish Guide to Town-Gown Relations
- Provide Webinar Training

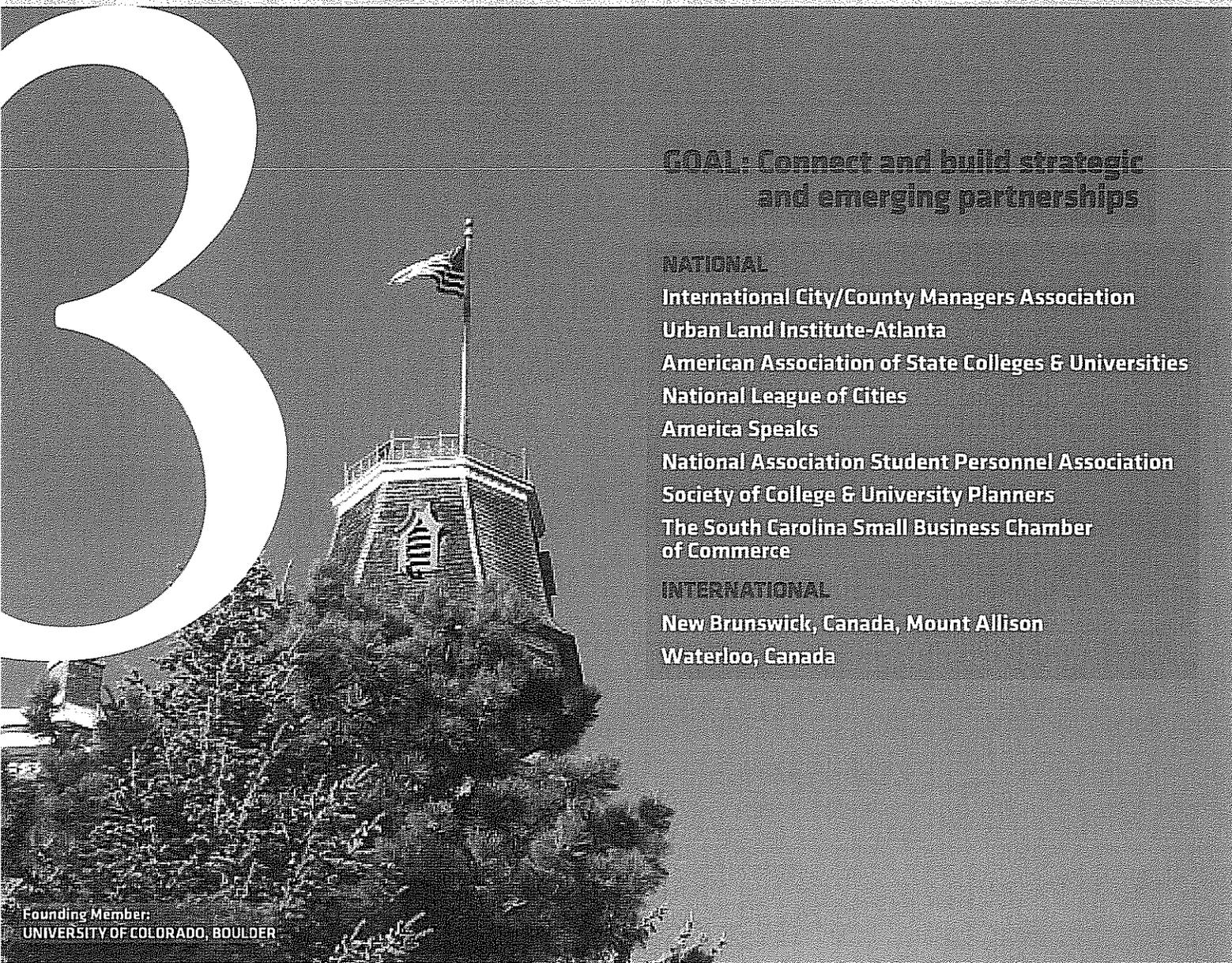


Founding Member:
CALIFORNIA POLYTECHNIC STATE UNIVERSITY, SAN LUIS OBISPO

ALLIANCES and OUTREACH

The progress of the ITGA thus far is due to our passionate people, a laser focus and cumulative knowledge gained through both professional and life experiences. But there is always more to learn.

The ITGA seeks strategic alliances with national and international organizations who have a direct relation to our mission. Over the years and decades to come, we will proactively seek relationships that offer the promise of increased efficacy and a broader outlook regarding the scope of our offerings.



GOAL: Connect and build strategic and emerging partnerships

NATIONAL

International City/County Managers Association
Urban Land Institute-Atlanta
American Association of State Colleges & Universities
National League of Cities
America Speaks
National Association Student Personnel Association
Society of College & University Planners
**The South Carolina Small Business Chamber
of Commerce**

INTERNATIONAL

New Brunswick, Canada, Mount Allison
Waterloo, Canada

Founding Member:
UNIVERSITY OF COLORADO, BOULDER

MARKETING

With over 4,000 colleges and universities located in over 3,000 towns, cities and counties, the ITGA is faced with the task of reaching that audience using the most cost-effective yet persuasive means possible.

With media saturation reaching never-before-seen levels, an effective media plan means utilizing multiple channels of communication, including the latest mobile digital tools (iPhone, Droid, iPad) and social networks.

GOAL: Utilize dynamic marketing strategies to reach our target and shared audiences.

INITIATIVES:

Direct Mail

Email Campaigns

National (Affiliate) Conference Presence

- Vendor Booth
- Learning Programs
- Interactive Discussion Programs

Social Media

- Facebook
- YouTube
- Twitter
- FourSquare

Word-Of-Mouth Buzz Generation

Founding Member:
CITY OF SAN LUIS OBISPO

R E V E N U E

Like other enterprises, an institutional venture is a living, breathing entity. As time passes, relationships will evolve and affinities appear, revealing additional opportunities for revenue generation. You can be sure that ITGA's finger will be on the pulse of the market.

But in the here and now, our sights are set on several tangible and quantifiable means which will result in the generation of funds for the sustainment and growth of ITGA.

GOAL:

Build multiple sustainable revenue streams

INITIATIVES:

- 400 memberships
- Work collaboratively on federal grant initiatives
- Work collaboratively on corporate grant initiatives
- Build The Annual ITGA University-City Relations Conference
- Masters in Public Administration focus area in Town-Gown Relations
- Certificate program in Town-Gown Relations
- Webinar training and workshops

Founding Member:
CLEMSON UNIVERSITY

*Additional Revenue will be generated by "sub-out" of online courses to other institutions of higher education and organizations for leadership development programs such as ICMA, ULI-Atlanta.

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS }
OF 2/6/14 IN THE AMOUNT OF }
\$1,503,728.69; DEMANDS OF 2/13/14 IN THE }
AMOUNT OF \$794,616.05 }
_____}

RESOLUTION NO. 2014-

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:
2/6/14	\$1,503,728.69
2/13/14	\$794,616.05

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of March, 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: 1/31/2014 - To Payment Date: 2/6/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
96497	02/04/2014	Open			Utility Management Refund	CAMPOS, GERARDO , ORTUNO	\$64.04		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$4.41			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$5.73			
	420 - WATER			420.11000 (Cash)		\$53.90			
96498	02/04/2014	Open			Utility Management Refund	DICK, MAUDINE	\$277.55		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$277.55			
96499	02/04/2014	Open			Utility Management Refund	ESCOBAR, ANTONIO, PEREIRA	\$276.00		
	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			
96500	02/04/2014	Open			Utility Management Refund	PEACOCK, FRANK	\$122.50		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$122.50			
96501	02/06/2014	Open			Accounts Payable	AFLAC	\$5,532.95		
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$5,532.95			
96502	02/06/2014	Open			Accounts Payable	AFLAC GROUP INSURANCE	\$3,046.35		
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$3,046.35			
96503	02/06/2014	Open			Accounts Payable	FARIA, JAMIE	\$242.00		
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$242.00			
96504	02/06/2014	Open			Accounts Payable	ING LIFE INSURANCE AND	\$47.67		
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$47.67			
96505	02/06/2014	Open			Accounts Payable	STANISLAUS CTY SHERIFF	\$719.75		
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$719.75			

5A

Payment Register

From Payment Date: 1/31/2014 - To Payment Date: 2/6/2014

Account Number	Payment Date	Open	Paying Fund	Cash Account	Accounts Payable	SUPPORT PAYMENT CLEARING	Amount
96506	02/06/2014	Open	104 - Payroll Clearing Fund	104.11000 (Cash)	Accounts Payable		\$439.13
96507	02/06/2014	Open	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	ACCUITEMPS INC	\$279.84
96508	02/06/2014	Open	420 - WATER	420.11000 (Cash)	Accounts Payable	AMERICAN MESSAGING	\$76.50
96509	02/06/2014	Open	110 - General Fund	110.11000 (Cash)	Accounts Payable	AMERICAN MESSAGING	\$48.38
96510	02/06/2014	Open	110 - General Fund	110.11000 (Cash)	Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	\$274.44
96511	02/06/2014	Open	502 - Engineering	502.11000 (Cash)	Accounts Payable	ASCAP	\$657.00
96512	02/06/2014	Open	110 - General Fund	110.11000 (Cash)	Accounts Payable	AT&T / CALNET 2	\$677.52
96513	02/06/2014	Open	110 - General Fund	110.11000 (Cash)	Accounts Payable	AT&T MOBILITY	\$2,853.24
			255 - CDBG	255.11000 (Cash)			\$229.68
			405 - Building	405.11000 (Cash)			\$46.21
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$41.53
			420 - WATER	420.11000 (Cash)			\$173.82
			502 - Engineering	502.11000 (Cash)			\$173.81
			502 - Engineering	502.11000 (Cash)			\$12.47
96514	02/06/2014	Open	110 - General Fund	110.11000 (Cash)	Accounts Payable	AVID IDENTIFICATION INC	\$708.75
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$2,420.19
			501 - Information Technology	501.11000 (Cash)			\$337.71
			502 - Engineering	502.11000 (Cash)			\$55.35
			110 - General Fund	110.11000 (Cash)			\$39.99
			110 - General Fund	110.11000 (Cash)			\$708.75

Payment Register

From Payment Date: 1/31/2014 - To Payment Date: 2/6/2014

	Paying Fund	02/06/2014	Open		Cash Account	Accounts Payable	BARHAM INC, DBA BC CONSTRUCTION	Amount
96515		02/06/2014	Open		228.11000 (Cash)	Accounts Payable		\$71,855.82
96516		02/06/2014	Open		110.11000 (Cash)	Accounts Payable	BONANDER TRUCKS	\$1,988.15
					426.11000 (Cash)	Accounts Payable	CALIFORNIA RURAL WATER ASSOCIATION	\$1,060.00
96517		02/06/2014	Open		420.11000 (Cash)	Accounts Payable	CALIFORNIA STATE UNIVERSITY STANISLAUS	\$500.00
					110.11000 (Cash)	Accounts Payable	CARROLL INC, ROSS F.	\$33,537.96
96518		02/06/2014	Open		215.11000 (Cash)	Accounts Payable	CHAMPION INDUSTRIAL	\$1,604.77
					410.11000 (Cash)	Accounts Payable	CITY OF TURLOCK - CASH	\$329.30
96519		02/06/2014	Open		501.11000 (Cash)	Accounts Payable	CLARK BROS INC	\$848,073.10
					110.11000 (Cash)	Accounts Payable	COMBINED BENEFITS ADMIN C	\$61,986.89
96520		02/06/2014	Open		511.11000 (Cash)	Accounts Payable	COSTCO	\$1,148.78
					110.11000 (Cash)	Accounts Payable		\$883.87
96521		02/06/2014	Open		270.11000 (Cash)	Accounts Payable		\$264.91
96522		02/06/2014	Open					
96523		02/06/2014	Open					
96524		02/06/2014	Open					

Payment Register

From Payment Date: 1/31/2014 - To Payment Date: 2/6/2014

Payment ID	Date	Account	Account Type	Vendor	Amount
96525	02/06/2014	Open	Accounts Payable	COUNTRY FORD TRUCKS INC	\$152.10
		Paying Fund	Cash Account		
		410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$66.06
		425 - Transit - Dial A Ride	425.11000 (Cash)		\$86.04
96526	02/06/2014	Open	Accounts Payable	EAST SAN JOAQUIN WATER QUALITY COALITION	\$37.50
		Paying Fund	Cash Account		
		420 - WATER	420.11000 (Cash)		\$37.50
96527	02/06/2014	Open	Accounts Payable	EQUIFAX	\$9.80
		Paying Fund	Cash Account		
		110 - General Fund	110.11000 (Cash)		\$9.80
96528	02/06/2014	Open	Accounts Payable	HOLT OF CALIFORNIA INC	\$2,311.95
		Paying Fund	Cash Account		
		420 - WATER	420.11000 (Cash)		\$2,311.95
96529	02/06/2014	Open	Accounts Payable	HOWK SYSTEMS INC	\$13,035.28
		Paying Fund	Cash Account		
		420 - WATER	420.11000 (Cash)		\$13,035.28
96530	02/06/2014	Open	Accounts Payable	HUB INT'L OF CA INS SVC	\$528.60
		Paying Fund	Cash Account		
		110 - General Fund	110.11000 (Cash)		\$528.60
96531	02/06/2014	Open	Accounts Payable	HUNTINGTON COURT REPORTER	\$897.30
		Paying Fund	Cash Account		
		110 - General Fund	110.11000 (Cash)		\$897.30
96532	02/06/2014	Open	Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC	\$96.00
		Paying Fund	Cash Account		
		426 - Transit - BLAST	426.11000 (Cash)		\$96.00
96533	02/06/2014	Open	Accounts Payable	MGT OF AMERICA INC	\$4,600.00
		Paying Fund	Cash Account		
		110 - General Fund	110.11000 (Cash)		\$4,600.00
96534	02/06/2014	Open	Accounts Payable	MONTE VISTA SMALL ANIMAL HOSPITAL	\$120.00
		Paying Fund	Cash Account		
		203 - Animal Fee Forfeiture	203.11000 (Cash)		\$120.00
96535	02/06/2014	Open	Accounts Payable	MOORE WALLACE DBA RR DONNELLY	\$842.71
		Paying Fund	Cash Account		
		110 - General Fund	110.11000 (Cash)		\$280.95
		410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$280.88

Payment Register

From Payment Date: 1/31/2014 - To Payment Date: 2/6/2014

Account Number	Account Name	Account Type	Account Description	Amount
96536	420 - WATER	Open	NEW FLYER INDUSTRIES CANADA	\$280.88
	02/06/2014	Open	ULC	\$872.08
	Paying Fund	Cash Account	Amount	
96537	426 - Transit - BLAST	Open	OMNI-MEANS INC	\$45,096.00
	02/06/2014	Open		\$6,965.64
	Paying Fund	Cash Account	Amount	
96538	305 - Capital Facility Fees	Open	P G & E	\$894.00
	02/06/2014	Open		\$44.92
	Paying Fund	Cash Account	Amount	
96539	110 - General Fund	Open	P H & S PRODUCTS LLC	\$894.00
	02/06/2014	Open		\$525.00
	Paying Fund	Cash Account	Amount	
96540	410 - WATER QUALITY CONTROL (WQC)	Open	PAUL'S PAINT COMPANY	\$525.00
	02/06/2014	Open		\$571.36
	Paying Fund	Cash Account	Amount	
96541	410 - WATER QUALITY CONTROL (WQC)	Open	PRECISION CRANE & HOIST INC	\$571.36
	02/06/2014	Open		\$2,305.55
	Paying Fund	Cash Account	Amount	
96542	410 - WATER QUALITY CONTROL (WQC)	Open	PROCLEAN SUPPLY	\$571.36
	02/06/2014	Open		\$1,529.74
	Paying Fund	Cash Account	Amount	
96543	410 - WATER QUALITY CONTROL (WQC)	Open	RAY MORGAN COMPANY	\$1,529.74
	02/06/2014	Open		\$11.37
	Paying Fund	Cash Account	Amount	
	110 - General Fund			\$2.82
	205 - Sports Facilities			\$2.82
	217 - Streets - Gas Tax			\$37.41
	246 - Landscape Assessment			\$423.32
	405 - Building			\$25.52
	410 - WATER QUALITY CONTROL (WQC)			\$272.55
	420 - WATER			
	502 - Engineering			
	02/06/2014	Open	REED INC, GEORGE	\$47,939.89
	Paying Fund	Cash Account	Amount	
96545	215 - Streets - Grant Funded Projects	Open	RICHARDS WATSON & GERSHON	\$47,939.89
	02/06/2014	Open		\$1,930.50
	Paying Fund	Cash Account	Amount	

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Paying Fund	Cash Account	Amount
96546	621 - Successor Agency - Non LMI 02/06/2014 Open Paying Fund	\$1,930.50
	Accounts Payable	
	ROLAND PHD, JOCELYN E	\$1,000.00
96547	110 - General Fund 02/06/2014 Open Paying Fund	\$385.00
	Accounts Payable	
	ROMEO MEDICAL CLINIC	\$385.00
96548	110 - General Fund 02/06/2014 Open Paying Fund	\$76.90
	Accounts Payable	
	ROWE'S UPHOLSTERY	\$76.90
96549	410 - WATER QUALITY CONTROL (WQC) 02/06/2014 Open Paying Fund	\$147.07
	Accounts Payable	
	SAFE-T-LITE CO INC	\$147.07
96550	110 - General Fund 02/06/2014 Open Paying Fund	\$2,426.40
	Accounts Payable	
	SALLY SWANSON ARCHITECTS INC	\$2,426.40
96551	301 - Capital Improvement 02/06/2014 Open Paying Fund	\$1,821.50
	Accounts Payable	
	SAN DIEGO POLICE EQUIP	\$1,821.50
96552	110 - General Fund 02/06/2014 Open Paying Fund	\$200.00
	Accounts Payable	
	SHORE CHEMICAL COMPANY	\$200.00
96553	420 - WATER 02/06/2014 Open Paying Fund	\$9,148.96
	Accounts Payable	
	SIERRA CHEMICAL CO	\$9,148.96
96554	410 - WATER QUALITY CONTROL (WQC) 02/06/2014 Open Paying Fund	\$275.00
	Accounts Payable	
	SIERRA FOOTHILL LAB INC	\$275.00
96555	410 - WATER QUALITY CONTROL (WQC) 02/06/2014 Open Paying Fund	\$238,084.25
	Accounts Payable	
	SIERRA MOUNTAIN CONSTRUCTION INC	\$238,084.25
96556	415 - Sewer Bond Projects 02/06/2014 Open Paying Fund	\$1,876.98
	Accounts Payable	
	STATE OF CALIFORNIA	\$1,876.98

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96557	110 - General Fund 02/06/2014 Open Paying Fund	110.11000 (Cash) Accounts Payable	TANKO STREET LIGHTING SVC	\$1,876.98
		Cash Account		Amount
	246 - Landscape Assessment 02/06/2014 Open Paying Fund	246.11000 (Cash) Accounts Payable	UNION PACIFIC RAILROAD	\$2,163.26
96558		Cash Account		Amount
	215 - Streets - Grant Funded Projects 02/06/2014 Open Paying Fund	215.11000 (Cash) Accounts Payable	UNITED RESOURCE SYSTEMS INC	\$5,672.61
96559		Cash Account		Amount
	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 420 - WATER	110.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash)		\$33.22 \$44.94 \$36.16
96560	02/06/2014 Open Paying Fund	Accounts Payable	UNIVAR USA INC	\$4,012.56
		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC) 02/06/2014 Open Paying Fund	410.11000 (Cash) Accounts Payable	US BANK	\$4,012.56
96561		Cash Account		Amount
	705 - NW Triangle Mello Roos (CFD #1) 02/06/2014 Open Paying Fund	705.11000 (Cash) Accounts Payable	UTILITY TELEPHONE, INC.	\$3,100.00
96562		Cash Account		Amount
	501 - Information Technology 02/06/2014 Open Paying Fund	501.11000 (Cash) Accounts Payable	VINE & SONS INC, ER	\$522.34
96563		Cash Account		Amount
	110 - General Fund 205 - Sports Facilities 217 - Streets - Gas Tax	110.11000 (Cash) 205.11000 (Cash) 217.11000 (Cash)		\$345.72 \$19.95 \$75.88
	246 - Landscape Assessment 410 - WATER QUALITY CONTROL (WQC) 420 - WATER	246.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash)		\$50.24 \$399.02 \$336.38
	425 - Transit - Dial A Ride 426 - Transit - BLAST 502 - Engineering	425.11000 (Cash) 426.11000 (Cash) 502.11000 (Cash)		\$19.95 \$50.24 \$19.95
96564	02/06/2014 Open Paying Fund	Accounts Payable	WARDEN'S OFFICE INC	\$65.00
		Cash Account		Amount
	305 - Capital Facility Fees 02/06/2014 Open	305.11000 (Cash) Accounts Payable	WATER ENVIRONMENT FEDRATION	\$65.00 \$202.00

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Paying Fund	Open	Cash Account	Accounts Payable	Amount
96566	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	WEST STEEL & PLASTIC	\$202.00
	02/06/2014			\$90.36
	Paying Fund	Cash Account		Amount
96567	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	WILLEY PRINTING CO	\$90.36
	02/06/2014			\$1,066.57
	Paying Fund	Cash Account		Amount
96568	420 - WATER	420.11000 (Cash)	YOSEMITE CHAPTER OF ICC	\$1,066.57
	02/06/2014			\$50.00
	Paying Fund	Cash Account		Amount
96569	405 - Building	405.11000 (Cash)	ZALREICH CHEMICAL CO INC	\$50.00
	02/06/2014			\$53,099.50
	Paying Fund	Cash Account		Amount
96570	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	ZEE MEDICAL SERVICE CO	\$53,099.50
	02/06/2014			\$243.60
	Paying Fund	Cash Account		Amount
96571	246 - Landscape Assessment	246.11000 (Cash)	BURKE, JULIE	\$25.72
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$177.74
	420 - WATER	420.11000 (Cash)		\$40.14
	02/06/2014			\$1,671.62
	Paying Fund	Cash Account		Amount
96572	110 - General Fund	110.11000 (Cash)	GVCVSC	\$1,671.62
	02/06/2014			\$55.00
	Paying Fund	Cash Account		Amount
96573	502 - Engineering	502.11000 (Cash)	I.I.I.	\$55.00
	02/06/2014			\$1,200.00
	Paying Fund	Cash Account		Amount
96574	265 - Fire Department Grants	265.11000 (Cash)	JBD CONSTRUCTION	\$1,200.00
	02/06/2014			\$660.00
	Paying Fund	Cash Account		Amount
96575	110 - General Fund	110.11000 (Cash)	MCROY WILBUR COMMUNITY	\$1,100.00
	420 - WATER	420.11000 (Cash)		(\$440.00)
	02/06/2014			\$660.00
	Paying Fund	Cash Account		Amount
96576	110 - General Fund	110.11000 (Cash)	MONTANEZ, BRYANT	\$1,100.00
	420 - WATER	420.11000 (Cash)		(\$440.00)
	02/06/2014			\$500.00
	Paying Fund	Cash Account		Amount

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Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$500.00
96577	02/06/2014 Open	\$876.00
	Accounts Payable	NATIONAL CRIME INVESTIGATION & TRAINING
		\$876.00
		\$1,000.00
		\$300.00
		\$1,000.00
		\$440.00
		\$1,503,728.69

Type Check Totals:

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$1,503,728.69	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	85	\$1,503,728.69	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
All	Open	85	\$1,503,728.69	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	85	\$1,503,728.69	\$0.00

Payment Register

From Payment Date: 1/31/2014 - To Payment Date: 2/6/2014

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$1,503,728.69	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	85	\$1,503,728.69	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$1,503,728.69	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	85	\$1,503,728.69	\$0.00

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City of Turlock

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
96582	02/12/2014	Open			Utility Management Refund	BENNETT, ROBERT	\$20.00		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$20.00		
96583	02/12/2014	Open			Utility Management Refund	BOLIN, JAMES	\$43.10		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$43.10		
96584	02/12/2014	Open			Utility Management Refund	GALVAN, ISABEL	\$40.48		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$40.48		
96585	02/12/2014	Open			Utility Management Refund	HERNANDEZ, LUZ, MARIA	\$13.43		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$13.43		
96586	02/12/2014	Open			Utility Management Refund	LANDLORD PROPERTY MANAGEMENT	\$166.06		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$166.06		
96587	02/12/2014	Open			Utility Management Refund	MILLER, PENELOPE	\$25.00		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$25.00		
96588	02/12/2014	Open			Utility Management Refund	PRESCOTT, ANITA V	\$112.82		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$112.82		
96589	02/12/2014	Open			Utility Management Refund	SEQUOIA PROPERTY MGMT	\$70.05		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$70.05		
96590	02/12/2014	Open			Utility Management Refund	VALLARINE, ALAN	\$122.15		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$122.15		
96591	02/12/2014	Open			Utility Management	YOURI, FRANKLIN	\$175.27		

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Paying Fund		Cash Account	Refund	Amount
96592	02/13/2014	420.11000 (Cash)	Accounts Payable	\$175.27
	Open		A & A PORTABLES INC	\$79.76
	Paying Fund			
96593	02/13/2014	246.11000 (Cash)	Accounts Payable	\$79.76
	Open		A & G SALES PROMOTION LTD	\$476.90
	Paying Fund			
96594	110 - General Fund	110.11000 (Cash)	Accounts Payable	\$476.90
	Open		ACCOUNTTEMPS INC	\$393.53
	Paying Fund			
96595	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	\$196.77
	Open		AEROVIRONMENT EV SOLUTIONS	\$196.76
	Paying Fund			\$6,689.97
96596	110 - General Fund	110.11000 (Cash)	Accounts Payable	\$6,689.97
	Open		AT&T / CALNET 2	\$3,444.18
	Paying Fund			
96597	110 - General Fund	110.11000 (Cash)	Accounts Payable	\$3,354.95
	Open			\$66.66
	Paying Fund			\$22.57
	426 - Transit - BLAST	426.11000 (Cash)	Accounts Payable	\$835.02
	505 - Fleet	505.11000 (Cash)	Accounts Payable	\$2,421.74
	Open		AT&T/SBC	\$835.02
	Paying Fund			
96598	110 - General Fund	110.11000 (Cash)	Accounts Payable	\$835.02
	Open		BALSWICK'S TIRE SHOP INC	\$2,421.74
	Paying Fund			
96599	110 - General Fund	110.11000 (Cash)	Accounts Payable	\$560.49
	Open			\$1,004.27
	Paying Fund			\$593.10
	217 - Streets - Gas Tax	217.11000 (Cash)	Accounts Payable	\$263.88
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	\$1,340.20
	425 - Transit - Dial A Ride	425.11000 (Cash)	Accounts Payable	\$1,340.20
	Open		BATTERY BROKERS LLC	\$1,340.20
	Paying Fund			
96600	246 - Landscape Assessment	246.11000 (Cash)	Accounts Payable	\$446.29
	Open			\$446.28
	Paying Fund			\$447.63
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	\$87,839.03
	420 - WATER	420.11000 (Cash)	Accounts Payable	\$87,839.03
	Open		BRISCO ENTERPRISES INC	\$87,839.03
	Paying Fund			

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96601	415 - Sewer Bond Projects 02/13/2014 Open Paying Fund	415.11000 (Cash) Accounts Payable	CALIF DEPT OF TRANS	\$87,839.03
		Cash Account		\$1,274.39
96602	216 - Streets - Local Transportation 02/13/2014 Open Paying Fund	216.11000 (Cash) Accounts Payable	CHARTER COMMUNICATIONS	\$1,274.39
		Cash Account		\$78.36
96603	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 501 - Information Technology 02/13/2014 Open Paying Fund	110.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 501.11000 (Cash) Accounts Payable	COMBINED BENEFITS ADMIN C	\$84,144.79
		Cash Account		\$84,144.79
96604	511 - Health Care 02/13/2014 Open Paying Fund	511.11000 (Cash) Accounts Payable	COPWARE INC	\$710.00
		Cash Account		\$655.00
96605	110 - General Fund 02/13/2014 Open Paying Fund	110.11000 (Cash) Accounts Payable	CRITICAL REACH INC	\$710.00
		Cash Account		\$655.00
96606	110 - General Fund 02/13/2014 Open Paying Fund	110.11000 (Cash) Accounts Payable	CULLIGAN INC	\$27.00
		Cash Account		\$27.00
96607	420 - WATER 02/13/2014 Open Paying Fund	420.11000 (Cash) Accounts Payable	CWEA	\$373.00
		Cash Account		\$35.20
96608	410 - WATER QUALITY CONTROL (WQC) 02/13/2014 Open Paying Fund	410.11000 (Cash) Accounts Payable	DON'S MOBILE GLASS INC	\$373.00
		Cash Account		\$35.20
96609	410 - WATER QUALITY CONTROL (WQC) 02/13/2014 Open Paying Fund	410.11000 (Cash) Accounts Payable	DOWNEY BRAND ATTORNEYS	\$7,015.01
		Cash Account		\$7,015.01
96610	410 - WATER QUALITY CONTROL (WQC) 02/13/2014 Open Paying Fund	410.11000 (Cash) Accounts Payable	DYETT & BHATIA URBAN	\$12,268.27
		Cash Account		\$12,268.27
96611	305 - Capital Facility Fees 02/13/2014 Open Paying Fund	305.11000 (Cash) Accounts Payable	ECONOMIC & PLANNING INC	\$5,428.35
		Cash Account		\$5,428.35
	110 - General Fund	110.11000 (Cash)		\$5,428.35

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Account Number	Payment Date	Open	Paying Fund	Account Type	Cash Account	Payee	Amount
96612	02/13/2014	Open		Accounts Payable		EDWARDS, TROY J	\$2,822.40
					110.11000 (Cash)		\$2,822.40
96613	02/13/2014	Open		Accounts Payable		FINANCIAL CREDIT NETWORK	\$449.78
					110.11000 (Cash)		\$130.70
					410.11000 (Cash)		\$176.81
					420.11000 (Cash)		\$142.27
96614	02/13/2014	Open		Accounts Payable		FIRST TRANSIT INC	\$91,817.00
					425.11000 (Cash)		\$34,222.83
					426.11000 (Cash)		\$57,594.17
96615	02/13/2014	Open		Accounts Payable		FOREMOST PROMOTIONS	\$723.24
					266.11000 (Cash)		\$723.24
96616	02/13/2014	Open		Accounts Payable		GARTON TRACTOR INC	\$636.77
					410.11000 (Cash)		\$636.77
96617	02/13/2014	Open		Accounts Payable		GEOANALYTICAL LAB INC	\$3,389.90
					410.11000 (Cash)		\$2,044.90
					420.11000 (Cash)		\$1,345.00
96618	02/13/2014	Open		Accounts Payable		GOMES & SONS INC, JOE M	\$21,594.46
					110.11000 (Cash)		\$12,282.13
					205.11000 (Cash)		\$274.38
					217.11000 (Cash)		\$1,597.66
					246.11000 (Cash)		\$1,254.74
					256.11000 (Cash)		\$42.45
					405.11000 (Cash)		\$252.86
					410.11000 (Cash)		\$2,470.03
					420.11000 (Cash)		\$918.70
					425.11000 (Cash)		\$1,293.59
					426.11000 (Cash)		\$1,018.37
					501.11000 (Cash)		\$51.08
					502.11000 (Cash)		\$138.47
96619	02/13/2014	Open		Accounts Payable		HARDER'S PRINT SHOP INC	\$146.37

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Paying Fund	Cash Account	Amount
96620	110 - General Fund 02/13/2014 Open	\$146.37
	Accounts Payable	
	HONDA KAWASAKI OF MODESTO	\$396.05
96621	110 - General Fund 02/13/2014 Open	\$396.05
	Accounts Payable	
	HUNTINGTON COURT REPORTER	\$542.10
96622	110 - General Fund 02/13/2014 Open	\$542.10
	Accounts Payable	
	KLEINFELDER WEST INC dba KLEINFELDER INC	\$2,704.10
96623	410 - WATER QUALITY CONTROL (WQC) 02/13/2014 Open	\$2,704.10
	Accounts Payable	
	KYOCERA DOCUMENT SOLUTIONS AMERICA INC	\$843.58
96624	02/13/2014 Open	\$10.75
	Accounts Payable	
	LANGUAGE LINE SERVICES	\$10.75
96625	110 - General Fund 02/13/2014 Open	\$10.75
	Accounts Payable	
	LEHIGH HANSON INC	\$150.03
96626	217 - Streets - Gas Tax 02/13/2014 Open	\$150.03
	Accounts Payable	
	MO-CAL OFFICE SOLUTIONS INC	\$966.19
96627	02/13/2014 Open	\$179.29
	Accounts Payable	
	NAPA AUTO PARTS	\$179.29
96628	410 - WATER QUALITY CONTROL (WQC) 02/13/2014 Open	\$108.09
	Accounts Payable	
	P G & E	\$71.20
	Accounts Payable	
	P G & E	\$1,377.47

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96629	110 - General Fund 02/13/2014 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	PACIFIC SALES & MFG	\$1,377.47	\$2,598.07
96630	110 - General Fund 02/13/2014 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	PACIFIC STORAGE COMPANY	\$271.00	\$302.00
96631	410 - WATER QUALITY CONTROL (WQC) 02/13/2014 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	PROTECH SECURITY/ELEEC INC	\$31.00	\$70.00
96632	110 - General Fund 02/13/2014 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$70.00	\$1,963.08
96633	420 - WATER 02/13/2014 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	RAMONT'S TOW SERVICE	\$1,963.08	\$362.50
96634	426 - Transit - BLAST 02/13/2014 Paying Fund	Open	426.11000 (Cash)	Accounts Payable	RMC WATER AND ENVIRONMENT	\$362.50	\$865.00
96635	410 - WATER QUALITY CONTROL (WQC) 02/13/2014 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	ROBIC REFRIGERATION INC	\$865.00	\$1,394.03
96636	110 - General Fund 02/13/2014 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	SAFETY-KLEEN CORPORATION	\$1,394.03	\$134.32
96637	410 - WATER QUALITY CONTROL (WQC) 02/13/2014 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	SIEMENS INDUSTRY INC	\$134.32	\$4,552.22
96638	216 - Streets - Local Transportation 02/13/2014 Paying Fund	Open	216.11000 (Cash)	Accounts Payable	SIERRA CHEMICAL CO	\$4,552.22	\$3,412.79
96639	410 - WATER QUALITY CONTROL (WQC) 02/13/2014 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	T I D	\$3,412.79	\$21,752.33
	110 - General Fund 216 - Streets - Local Transportation		110.11000 (Cash) 216.11000 (Cash)			\$2,242.27 \$3,504.82	

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Account Number	Account Name	Account Type	Account Description	Amount
96640	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$2,389.84
	420 - WATER	420.11000 (Cash)		\$11,074.36
	426 - Transit - BLAST	426.11000 (Cash)		\$328.74
	505 - Fleet	505.11000 (Cash)		\$2,212.30
	02/13/2014 Open	Accounts Payable	TBA AUTO PARTS	\$2,575.14
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$695.27
	217 - Streets - Gas Tax	217.11000 (Cash)		\$78.86
	246 - Landscape Assessment	246.11000 (Cash)		\$11.50
	405 - Building	405.11000 (Cash)		\$237.23
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$660.65
	420 - WATER	420.11000 (Cash)		\$206.24
	425 - Transit - Dial A Ride	425.11000 (Cash)		\$106.26
	426 - Transit - BLAST	426.11000 (Cash)		\$579.13
96641	02/13/2014 Open	Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$5,000.00
	Paying Fund	Cash Account		
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$2,500.00
	420 - WATER	420.11000 (Cash)		\$2,500.00
96642	02/13/2014 Open	Accounts Payable	TURLOCK SCAVENGER CO INC	\$400,000.00
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$400,000.00
96643	02/13/2014 Open	Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$785.00
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$110.00
	203 - Animal Fee Forfeiture	203.11000 (Cash)		\$675.00
96644	02/13/2014 Open	Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$500.00
	Paying Fund	Cash Account		
	502 - Engineering	502.11000 (Cash)		\$500.00
96645	02/13/2014 Open	Accounts Payable	WEST COAST SAND & GRAVEL	\$1,283.43
	Paying Fund	Cash Account		
	205 - Sports Facilities	205.11000 (Cash)		\$1,283.43
96646	02/13/2014 Open	Accounts Payable	WEST PUBLISHING CORPORATION	\$137.45
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$137.45
96647	02/13/2014 Open	Accounts Payable	C & N CONSTRUCTION, INC.	\$198.30
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$198.30

Payment Register

From Payment Date: 2/7/2014 - To Payment Date: 2/13/2014

Check No.	Date	Payee	Account	Amount
96648	02/13/2014	Open	Accounts Payable	\$57.00
Paying Fund				
110 - General Fund				
96649	02/13/2014	Open	Accounts Payable	\$18.00
Paying Fund				
203 - Animal Fee Forfeiture				
96650	02/13/2014	Open	Accounts Payable	\$18.00
Paying Fund				
203 - Animal Fee Forfeiture				
96651	02/13/2014	Open	Accounts Payable	\$18.00
Paying Fund				
203 - Animal Fee Forfeiture				
96652	02/13/2014	Open	Accounts Payable	\$60.00
Paying Fund				
110 - General Fund				
96653	02/13/2014	Open	Accounts Payable	\$1,413.85
Paying Fund				
110 - General Fund				
96654	02/13/2014	Open	Accounts Payable	\$60.00
Paying Fund				
217 - Streets - Gas Tax				
96655	02/13/2014	Open	Accounts Payable	\$18.00
Paying Fund				
203 - Animal Fee Forfeiture				
Type Check Totals:				\$794,616.05
AP - Accounts Payable Totals				\$794,616.05

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$794,616.05	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	74	\$794,616.05	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$794,616.05	\$0.00
	Reconciled	0	\$0.00	\$0.00

Payment Register

From Payment Date: 2/7/2014 - To Payment Date: 2/13/2014

Voided	0	\$0.00	\$0.00
Stopped	0	\$0.00	\$0.00
Total	74	\$794,616.05	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$794,616.05	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	74	\$794,616.05	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$794,616.05	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	74	\$794,616.05	\$0.00

- 1. A. **CALL TO ORDER** –Mayor Lazar called the meeting to order at 6:05 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Steven Nascimento, Forrest White, 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 City of Turlock employee Toni Cordell in recognition of Go Green Week, February 24 - 28, 2014. Ms. Cordell introduced mascots Recycle Man and Water Woman and presented information about Go Green Week, including the City's partnership with Turlock Unified School District and Turlock Recycling Company, planned educational activities, and program accomplishments. Ms. Cordell thanked Turlock Recycling Company and City of Turlock Public Facilities Maintenance Department employees for their efforts. Jesse Marchant of Turlock Recycling and Brett Sutterley of Walnut Elementary School spoke in favor of Go Green Week activities for reasons including the partnerships that are developed, exciting activities that are provided to students, and the importance of making students aware of conservation efforts.
- B. City Manager Roy Wasden recognized Eric Gonsalves and City of Turlock employees Rose Stillo, Dorinda Soiseth, Mike O'Brien, Anthony Orosco and Joanna Smalley for their outstanding commitment to quality customer service and exceptional dedication to the economic development of our community in relation to the review and processing of the Hilmar Cheese Processing Plant. Recipients Eric Gonsalves and Rose Stillo were in attendance and received Certificates of Recognition from Mayor Lazar. Eric Gonsalves thanked City Manager Roy Wasden and City staff for their support in moving the project forward.
- C. Mayor Lazar recommended that Abe Rojas and Ashour Badal be appointed as Community Members of the CDBG Grant Selection Committee.

Action: Motion by Councilmember Bublak, seconded by Councilmember White, appointing Abe Rojas and Ashour Badal as Community Members of the CDBG Grant Selection Committee. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

- D. Mayor Lazar recommended that Councilmember Bublak be appointed as the Council Representative to the CDBG Grant Selection Committee.

Action: Motion by Councilmember White, seconded by Councilmember DeHart, appointing Councilmember Bublak as the Council Representative to the CDBG Grant Selection Committee. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

E. Richard Dye of Pacific Gas & Electric, Government Relations Division, provided information regarding the Pipeline Safety Enhancement Program (PSEP), including gas transmission maintenance and upgrade projects, a recap of 2013 Turlock projects, projects planned for 2014, and their "Call Before You Dig – 811" campaign.

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

B. STAFF UPDATES

1. Deputy Director of Development Services/Planning Manager Debbie Whitmore provided an update on the status of mobile food vendor business Vida Vital.
2. City Attorney Phaedra Norton provided information on the progress of the proposed ordinance regarding campaign contributions.
3. City Manager Roy Wasden provided an update relative to holding off-site Council meetings and the status of the civic engagement process comparing the current at-large election system in the City of Turlock other systems of electing the Mayor and City Council members.
4. Police Captain Steve Williams updated Council on bicycle/pedestrian safety issues and provided information about enforcement activities and impacts of the Turlock Police Department Traffic Unit.

C. PUBLIC PARTICIPATION:

Timm Lavelle spoke in support of Councilmember Nascimento's introduction of a campaign reform "tin cup issue" for reasons including impacts large companies, small civic groups and employee unions may have on successful candidates and the potential of tainting the perception of the campaign and voting process.

John Miles spoke in favor of a campaign finance ordinance for reasons including that it is reasonable for a Councilmember to declare contributions over \$2,000 and to recuse themselves from voting on an issue where there is a perception of undue influence.

Marsha Carroll of 4681 Redhill Way presented Council with a set of documents including copies of two letters with attachments and three other documents, spoke regarding alleged improper behavior by City Council and City leaders, requested outside investigations be sponsored into both the Turlock Police Department and City leaders issues and alleged whitewashing, and asked that her issues and documents be acknowledged and included as part of the meeting minutes.

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

5. CONSENT CALENDAR:

Mayor Lazar noted a request to remove Consent Calendar Item 5G for separate consideration and identified green sheets to Item 5D and 5G.

Action: Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to adopt the amended consent calendar. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

- A. **Resolution No. 2014-034** Accepting Demands of 1/23/14 in the amount of \$512,191.84; Demands of 1/30/14 in the amount of \$499,918.60
- B. Motion: Accepting Minutes of Regular Meeting of February 11, 2014
- C.
 - 1. Motion: Making the determination that City Project No. 13-25B, "Public Safety Training Facility Utilities and Site Improvements," 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 \$107,218.80 (Fund 305) with Marko Construction Group, Inc., Fresno, California, for City Project No. 13-25B, "Public Safety Training Facility Utilities and Site Improvements"
 - 3. **Resolution No. 2014-035** Authorizing the transfer of \$129,841 from Fund 305 CFF (Police) reserve to account number 305-40-441.51270 for Project No. 13-25 "Public Safety Training Facility"
- D.
 - 1. Motion: Making the determination that City Project No. 0763, "Intersection Improvements at Monte Vista and Colorado," is exempt from the provisions of CEQA in accordance with Section 15332
 - 2. Motion: Awarding bid and approving an agreement in the amount of \$523,330.60 with MCI Engineering of Stockton, California, for City Project No. 0763, "Intersection Improvements at Monte Vista and Colorado"
 - 3. **Resolution No. 2014-036** Appropriating \$95,000 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Developer Fees from Fund 307 "Northeast Master Plan Area Fees" for City Project No. 0763, "Intersection Improvements at Monte Vista and Colorado," to complete the necessary funding required for the project
- E.
 - 1. **Resolution No. 2014-037** Approving the "Patterning the Future of Turlock's Downtown" application for grant funds for the Sustainable Communities Planning Grant and Incentives Program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River And Coastal Protection Bond Act of 2006 (Proposition 84)

2. *Motion:* Authorizing the City Manager to enter into a sole source professional services agreement with the Local Government Commission without compliance to the formal bid procedure in accordance with the Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-08(b)(2), (b)(3), and (b)(4) upon award of the Sustainable Communities Planning Grant and approval of a future budget amendment

- F. *Motion:* Approving a Memorandum of Understanding between the City of Turlock Police Department and Sacramento Valley Hi-Tech Crimes Task Force and authorizing the City Manager to sign such agreement
- G. *Removed for separate consideration*
- H. *Motion:* Authorizing the City Manager to execute an agreement with Communication Strategies, LLC related to assisting the City of Turlock procure a citywide phone system in an amount not to exceed \$9,360
- I. **Resolution No. 2014-038** Appropriating \$3,000 to account number 227-40-135.51011 "Computer Software" from Fund 227 "Public Safety Tax" reserve balance for full mapping of historical Animal Licensing data to be performed by New World Systems

Item 5G

Police Captain Steve Williams presented the staff report on the request to utilize the services of Jeffery Lopes on a temporary basis for the purpose of serving as the Acting Chief of Police for a period of three (3) days beginning March 12, 2014, and ending March 14, 2014

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

Council discussion included the necessity and duration of the request, the benefits of Mr. Lopes' institutional knowledge, and the possibility of utilizing existing staff, including the City Manager, to handle any issues that might arise.

Action: **Resolution No. 2014-039** Utilizing the services of Jeffery Lopes on a temporary basis for the purpose of serving as the Acting Chief of Police for a period of three (3) days beginning March 12, 2014, and ending March 14, 2014 was introduced by Councilmember White, seconded by Councilmember Nascimento, and carried 4/1 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	No	Yes	Yes

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS**

- A. Development Services Director Mike Pitcock presented the staff report on the request to confirm the Benefit Assessment Report and levy assessments for the Sutter Gould Medical Foundation (PM 13-01) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Development Project No. 13-45.

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

Action: **Resolution No. 2014-040** Confirming the Benefit Assessment Report and levying assessments for the Sutter Gould Medical Foundation (PM 13-01) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Development Project No. 13-45 was introduced by Councilmember White, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

8. SCHEDULED MATTERS:

A. City Manager Roy Wasden introduced Carlos Yamzon, Executive Director for StanCOG, who presented a report on the request to authorize the support of the City of Turlock for the Stanislaus County 2014 Regional Transportation Tax Measure Financial Expenditure Plan (Expenditure Plan).

Mr. Yamzon presented information on the Expenditure Plan, including transportation needs, regional benefits of the proposed half-cent sales tax, the framework of the expenditure plan, revenue projections, and the expenditure breakdown of 47% to regional corridors, 47% to local road maintenance, and 6% to alternative transportation.

Council discussion included project prioritization, concerns over funding going to projects that do not benefit Turlock, the benefits of being designated a self-help city/county in regard to leveraging additional state and/or federal funding, and future steps to be taken.

Vito Chiesa, Stanislaus County Board of Supervisors for District 2, spoke in favor of the expenditure plan and explained the intent of the plan is for each of the 3 regional projects to be completed with the projected tax revenue.

Mayor Lazar asked for public comment.

Lloyd Blackman spoke against the expenditure plan for reasons including an imbalance in the StanCOG voting structure, the importance of each community being equally represented, and his support for a local tax campaign.

Bob Endsley spoke in support of the expenditure plan for reasons including that it could help improve the overall quality of our community and county and would provide benefits such as reduced tire wear.

Mayor Lazar closed public comment.

Additional Council discussion included a request that Mr. Yamzon and Supervisor Chiesa pay close attention to the South County Corridor funding and that the process move forward with cooperation and transparency.

Action: **Resolution No. 2014-041** Authorizing the support of the City of Turlock for the Stanislaus County 2014 Regional Transportation Tax Measure Financial Expenditure Plan (Expenditure Plan) was introduced by Councilmember Nascimento, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

- B. Parks, Recreation and Community Facilities Director Allison Van Guilder presented the staff report on the request to approve an agreement with the San Jose Earthquakes, LLC for practice field use; authorize the City to be a designated ticket distribution point and marketing source for Premiere Development League (PDL) soccer games in Turlock; and authorize the City Manager to sign the agreement and all related documents.

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

Council and staff discussion included that proceeds of ticket sales by the City will be used to help fund the Youth Soccer Scholarship program and recognition of CSUS Soccer Coach Dana Taylor for being the "lighting rod" of this endeavor.

Action: Motion by Councilmember Bublak, seconded by Councilmember White, Approving an agreement with the San Jose Earthquakes, LLC for practice field use; authorizing the City to be a designated ticket distribution point and marketing source for Premiere Development League (PDL) soccer games in Turlock for a period of fourteen (14) months, ending May 5, 2015; and authorizing the City Manager to sign the agreement and all related documents. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

- C. Fire Chief Tim Lohman presented the staff report on the request to authorize the City Manager to sign the tentative agreement between American Medical Response and Turlock Fire Department for reimbursement costs associated with emergency medical response.

Councilmember White stepped down from the dais. Councilmember White returned to the dais.

Chief Lohman introduced Sheldon Gilbert of Innovative Partnership Solutions who served as lead negotiator on the project.

Mayor Lazar stepped down from the dais and turned meeting over to Vice-Mayor White.

Mayor Lazar returned to the dais and resumed control of the meeting.

Council discussion included reimbursement rates and how the rates were calculated.

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

Action: Motion by Councilmember DeHart, seconded by Councilmember White, Authorizing the City Manager to sign the tentative agreement between American Medical Response and Turlock Fire Department for reimbursement costs associated with emergency medical response. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

D. City Manager Roy Wasden presented the staff report on the request to amend the City of Turlock Fiscal Year 2013-14 General and Non-General Fund Budgets.

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

Action: **Resolution No. 2014-042** Amending the City of Turlock Fiscal Year 2013-14 General and Non-General Fund Budgets was introduced by Councilmember Dehart, seconded by Councilmember White, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

Mayor Lazar adjourned to the Successor Agency meeting at 8:00 p.m.

Mayor Lazar reconvened the City Council meeting at 8:06 p.m.

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

10. **COUNCIL COMMENTS:**

Councilmember Bublak encouraged adherence to the Council Code of Conduct specifically in regard to refraining from derogatory comments.

Councilmember DeHart thanked everyone for their support and announced that his granddaughter has been cancer free for 2 years.

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)

Construction claim dispute with Sierra Mountain Construction, Inc. regarding delay claim associated City Project No. 11-41 "Sewer Lift Stations on West Main/Clinton and West Main/Tegner."

Action: Motion by Councilmember Nascimento, seconded by Councilmember DeHart approving the settlement agreement with Sierra Mountain Construction, Inc., accepting Contract Change Order No. 1 (Final) in the amount of \$42,970.83, and authorizing the City Engineer to file a Notice of Completion. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

12. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Bublak, to adjourn at 8:08 p.m. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

5C



Council Synopsis

March 11, 2014

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

Prepared by: Eric A. Picciano, P.E.
Principal Civil Engineer/Chief Building Official

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 4 to the Retainer Agreement (Contract No. 11-918) with Bureau Veritas North America, Inc., of Sacramento, California, for plan check services, in an amount not to exceed \$80,000

2. DISCUSSION OF ISSUE:

The City of Turlock has a regular need for plan check services throughout every year. In general, the outside plan check organizations are primarily utilized for large commercial projects that take up significant amounts of staff time which would result in significant delays to other plans within in the plan check process.

Also, in accordance with the Health and Safety Code Section 19837, in the event of an excessive delay, as defined by the Code to be greater than 50 days after the submittal of a complete application to complete the structural building safety plan check of the plans that are suitable for plan checking, the applicant may request the City to employ a private entity to perform the plan checking function subject to certain other restrictions.

On June 14, 2011, the City approved a retainer agreement with Bureau Veritas North America, Inc. to provide professional plan check services. The original agreement was for a one-year term at an amount not to exceed \$12,500. On June 26, 2012, the City approved the first amendment to add an additional year to the agreement while increasing the agreement by \$30,000 to a new not to exceed value of \$42,500. Then on January 8, 2013, the City approved the second amendment to their agreement that added an additional \$17,500 which increased the agreement value to \$60,000. Finally on May 14, 2013, the third amendment was issued to incorporate the then newly adopted Building Department Fee structure and extend the agreement until June 30, 2014.

The changes to the agreements are a direct result of setting a goal of a maximum plan check time of four weeks, and the Building Department's

increasing workload due to the volume of permits rising. Therefore, the outside plan check consultant services are being utilized more frequently than originally conceived. Consequently, the contract amounts agreed to in the most recent amendments are nearly expended.

Therefore, in order to continue to serve the public and meet the standards set forth, staff is recommending amendment #4, in an additional amount of \$20,000 in order to continue outside consultant service for the remainder of the fiscal year.

As previously utilized, budget line number 405-40-405.43260, "Plan Check Services", will be utilized for the various projects reviewed under these contracts.

3. BASIS FOR RECOMMENDATION:

- A. Retainer agreements allow for special services to be provided on an as-needed basis in a quick and efficient manner.
- B. All contracts and contract amendments must be approved by the City Council.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): a. Create an "efficient" yet effective City government organization

Strategic Plan Initiative: D. MUNICIPAL INFRASTRUCTURE

Goal(s): b. Address Growth-Related Issues (Current and Future)

4. FISCAL IMPACT / BUDGET AMENDMENT:

The increase in maximum compensation allowed under these Retainer Agreements will be absorbed by the various projects that utilize these services.

Fiscal Impact \$20,000, 405-40-405.43260 Plan check services
No General Fund money will be used for these services

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Reject approval of this amendment. This is not recommended by Staff as these consultants provide services required for expedient plan checking. A rejection of these amendments would require a separate Request for Proposal process which would take months to complete with the expenditure of a significant amount of staff time and cause delays to development projects.



AMENDMENT NO. 4
to
Agreement
between
CITY OF TURLOCK
and
Bureau Veritas North America, Inc.,
for
Plan Check Services

CONTRACT NO. 11-918

THIS AMENDMENT NO. 4, dated March 11, 2014, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **Bureau Veritas North America, Inc.**, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated July 26, 2011 whereby CONTRACTOR would perform plan check consulting services in accordance with Exhibit A attached to the Agreement, (hereinafter the "Agreement"); and

WHEREAS, on June 26, 2012 the parties entered into Amendment No. 1 to the Agreement dated June 14, 2011 whereby CONTRACTOR was to perform additional work in accordance and the terms of the agreement and the effective date of the agreement was extended.

WHEREAS, on January 8, 2013, the parties entered into Amendment No. 2 to the Agreement dated June 14, 2011 whereby CONTRACTOR was to perform additional work.

WHEREAS, on May, 14, 2013, the parties entered into Amendment No. 3 to the Agreement dated June 14, 2011 whereby CONTRACTOR was to perform additional work, the effective date of the agreement was extended and the compensation schedule was updated to match the current Building Department Fee Schedule

NOW, THEREFORE, the parties hereto mutually agree to further 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 Twenty thousand and No/100^{ths} Dollars (\$20,000). The compensation for completion of all items of work, as set forth in the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and this Amendment No. 4 shall not exceed Eighty

thousand and No/100ths Dollars (\$80,000.00). Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and this Amendment No. 4."

2. 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

Bureau Veritas North America, Inc

By: _____

Print Name: _____

Title: _____

Date: _____



Council Synopsis

MARCH 11, 2014

5D

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

Prepared by: Nathan Bray, PE
Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 3 (Final) in the amount of \$14,848.66 (Fund 420) for City Project No. 10-24, "Well No. 40 Sitework," bringing the contract total to \$237,335.01

Motion: Accepting improvements for City Project No. 10-24, "Well No. 40 Sitework," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

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

Contract Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$192,666.35	2/28/12
Change Order No. 1	\$18,200.00	8/28/12
Change Order No. 2	\$11,620.00	7/9/13
Change Order No. 3	\$14,848.66	3/11/14
Adjusted Contract Total	\$237,335.01	

Change Order No. 3(Final) includes the following:

Quantity Adjustment

The only quantity adjustment for contract items was for Hot Mix Asphalt. The quantities were adjusted to account for the quantities actually used in the field. The trench across S. Walnut Rd. was thicker and wider than anticipated with the estimated bid quantities.

Modifications to Irrigation System

The irrigation system was installed and did not pass the State required irrigation audit, therefore modifications to the irrigation system were required to pass the audit. The modifications involved switching nozzles and bodies of certain irrigation zones as well as adding additional nozzles.

Landscape Irrigation Audit

The irrigation audit did not pass the first time and, as required by State law, was performed again. The irrigation audit passed the second time after adjustments were made to the design. The reason the irrigation audit did not pass the first time is due to the design, not the installation, therefore the City is reimbursing the contractor the actual cost of the audit.

Additional Trenching and Earthwork for Charter

There were many delays associated with this project in relation to working with the various utility companies. The contractor was required to complete the work in sequences that were not identified at bid time and are not in line with industry standards. One of such instances was working with the undergrounding of Charter Communications utility lines. In order to keep the project moving and get access to the well site, the City required the contractor to backfill the joint utility trench prior to Charter Communications placing their facilities underground. The City then directed the contractor to re-excavate the trench, assist Charter in the relocation process and backfill the trench for a final time. This process took three days to complete.

Irrigation Controller Modifications

In order to be consistent with the majority of the irrigation controllers that the City maintains, the contractor was directed to modify the irrigation controller and weather station. The irrigation controller installed has the ability to communicate with a central irrigation station that will monitor and adjust all the irrigation controllers that are connected to it.

All changes were needed to complete the work in accordance with the project plans, City Standards and/or industry standards.

3. BASIS FOR RECOMMENDATION:

- A. City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.
- B. The changes were needed to complete all work in accordance with the contract documents and in a good workmanlike manner.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b-ii Address growth related issues – Water

4. FISCAL IMPACT / BUDGET AMENDMENT:

Sufficient funds are appropriated in account number 420-52-551.51270, "Well No. 40" for this Contract Change Order in the amount of \$14,848.66, bringing the contract total to \$237,335.01.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

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

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

7. ALTERNATIVES:

- A. Not approve Contract Change Order No. 3(Final). This option is not recommended by Staff because the changes that occurred were necessary for the completion of the work in accordance with the Contract Documents, City Standards and in a good workmanlike manner.
- B. Not authorize the City Engineer to file the Notice of Completion. This option is not recommended by Staff because filing of a Notice of Completion is necessary to close out a project in a timely manner.



CONTRACT CHANGE ORDER

Date issued: 11-Mar-14 Change Order No.: 3 (FINAL)
 Project Name: WELL #40 SITEWORK

Peterson Excavation Project No.: 10-24
 P.O. Box 303 Contract For: \$192,666.35
 Tuolumne, CA 95379 Contract Award Date: 28-Feb-12

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	—	—	—	\$196,165.01
Contractor's Bid Amount for Bid Items	—	—	—	\$192,666.35
Subtotal of Difference				\$3,498.66
1. Modifications to Irrigation System	LS	1	\$1,950.00	\$1,950.00
2. Landscape Irrigation Audit	LS	1	\$800.00	\$800.00
3. Additional trenching and earthwork to accommodate Charter	LS	1	\$3,600.00	\$3,600.00
4. Irrigation Controller Modifications	LS	1	\$5,000.00	\$5,000.00
Total this CCO=				\$14,848.66
The original contract sum =				\$192,666.35
Net change by previous change orders =				\$29,820.00
The contract sum will be (increased) by this Change Order =				\$14,848.66
The new contract sum including this change order will be =				\$237,335.01
The contract time will be changed by (0) working days. The scheduled completion date is unchanged.				

Accepted: _____
 Contractor

Date: _____

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

Date: _____

Approved: _____
 Roy W. Wasden, City Manager

Date: _____

CITY OF TURLOCK

FINAL QUANTITIES WELL #40 SITEWORK

Project No. 10-24

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Remove Existing Improvements	LS	\$6,500.00	1.00	\$6,500.00	1.00	\$6,500.00	\$0.00
2	Install TID Facilities	LS	\$29,000.00	1.00	\$29,000.00	1.00	\$29,000.00	\$0.00
3	Clearing and Grubbing	LS	\$3,000.00	1.00	\$3,000.00	1.00	\$3,000.00	\$0.00
4	Connection to and Tapping of Existing Main	LS	\$12,500.00	1.00	\$12,500.00	1.00	\$12,500.00	\$0.00
5	Fire Hydrants	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	\$0.00
6	18" Storm Drain Pipe	LF	\$43.00	118.00	\$5,074.00	118.00	\$5,074.00	\$0.00
7	Manhole	EA	\$2,500.00	1.00	\$2,500.00	1.00	\$2,500.00	\$0.00
8	Catch Basin	EA	\$2,250.00	2.00	\$4,500.00	2.00	\$4,500.00	\$0.00
9	Basin Outlet Structure	LS	\$4,000.00	1.00	\$4,000.00	1.00	\$4,000.00	\$0.00
10	Earthwork	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	\$0.00
11	Aggregate Base	CY	\$40.75	270.00	\$11,002.50	270.00	\$11,002.50	\$0.00
12	Hot Mix Asphalt	TN	\$171.00	90.46	\$15,468.66	70.00	\$11,970.00	\$3,498.66
13	Minor Concrete (Curb and Gutter)	LS	\$33.70	356.00	\$11,997.20	356.00	\$11,997.20	\$0.00
14	Minor Concrete (Mow Strip)	LF	\$15.50	438.00	\$6,789.00	438.00	\$6,789.00	\$0.00
15	Minor Concrete (Sidewalk)	SF	\$3.95	3321.00	\$13,117.95	3321.00	\$13,117.95	\$0.00
16	Minor Concrete (Driveway Approach)	SF	\$7.90	1203.00	\$9,503.70	1,203.00	\$9,503.70	\$0.00
17	Landscaping System	LS	\$8,000.00	1.00	\$8,000.00	1.00	\$8,000.00	\$0.00
18	Irrigation System	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	\$0.00
19	Electroliner	EA	\$6,000.00	1.00	\$6,000.00	1.00	\$6,000.00	\$0.00
20	Chain Link Fence	LF	\$26.60	320.00	\$8,512.00	320.00	\$8,512.00	\$0.00
21	Wrought Iron Fence and Gate Assembly	LS	\$13,700.00	1.00	\$13,700.00	1.00	\$13,700.00	\$0.00
	SUB-TOTAL CONTRACT ITEMS =				\$196,165.01		\$192,666.35	\$3,498.66
CHANGE ORDERS								
C.O. #	Contract Change Order No. 1							
1	Additional earthwork	LS	\$3,000.00	1	\$3,000.00	0	\$0.00	\$3,000.00
2	Additional Mobilization and Demobilization	LS	\$3,800.00	1	\$3,800.00	0	\$0.00	\$3,800.00
3	Utility Delay and Standby	LS	\$3,600.00	1	\$3,600.00	0	\$0.00	\$3,600.00
4	Conduit extension, utility boxes, rework site	LS	\$7,800.00	1	\$7,800.00	0	\$0.00	\$7,800.00
	Contract Change Order No. 2							
1	Changes to waterline connection	LS	\$1,920.00	1	\$1,920.00	0	\$0.00	\$1,920.00
2	Header Board	LS	\$3,200.00	1	\$3,200.00	0	\$0.00	\$3,200.00
3	Install Cobble	LS	\$3,000.00	1	\$3,000.00	0	\$0.00	\$3,000.00
4	Soil Amendments	LS	\$3,500.00	1	\$3,500.00	0	\$0.00	\$3,500.00
	Contract Change Order No. 3							
1	Modifications to Irrigation System	LS	\$1,950.00	1	\$1,950.00	0	\$0.00	\$1,950.00
2	Landscaping Irrigation Audit	LS	\$800.00	1	\$800.00	0	\$0.00	\$800.00
3	Additional trenching and earthwork for Charter	LS	\$3,600.00	1	\$3,600.00	0	\$0.00	\$3,600.00
4	Irrigation Controller Modifications	LS	\$5,000.00	1	\$5,000.00	0	\$0.00	\$5,000.00
	SUB-TOTAL CHANGE ORDER ITEMS =				\$41,170.00		\$0.00	\$41,170.00
	TOTAL PROJECT =				\$237,335.01		\$192,666.35	\$44,668.66

**RECORDED AT THE REQUEST OF:
CITY OF TURLOCK**

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

**NOTICE OF COMPLETION
CITY PROJECT NO. 10-24
WELL NO. 24 SITEWORK**

Notice is hereby given that work on the above-referenced project located on City property at 501 South Walnut Road in the City of Turlock, was completed by the undersigned agency on March 11, 2014. The contractor of work was Peterson Excavation, P.O. Box 303, Tuolumne, CA 95379, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

(Signature- Michael G. Pitcock, PE, Director of Development Services/
City Engineer, Owner's Agent)

VERIFICATION

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

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

CITY OF TURLOCK

MICHAEL G. PITCOCK, PE
DIRECTOR OF DEVELOPMENT SERVICES/CITY ENGINEER
OWNER'S AGENT

Executed on March 12, 2014 at Turlock, California, Stanislaus County



Council Synopsis

March 11, 2014

5E

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 a service agreement with Mission Linen & Uniform Services of Modesto to provide uniform rental and laundry services for the Municipal Services Division, Parks, Recreation and Public Facilities Division, and miscellaneous items for other departments for a period of thirty-six (36) months, in an annual amount not to exceed \$50,000, for a total amount of \$150,000 for thirty-six (36) months

2. DISCUSSION OF ISSUE:

For many years, the City has contracted with a commercial uniform provider to provide and launder uniforms for Municipal Services employees, which includes field crews, mechanics, laboratory technicians, and other employees who typically work with materials, such as hazardous chemicals, pesticides, street slurry seal, wastewater, etc., which require an industrial cleaning process.

Typically, uniform providers provide eleven sets of clothing (shirts and pants) to each employee on a rental basis. The employee has five sets, plus a spare, to wear while five sets are being laundered. Clean uniforms are delivered and soiled uniforms are collected for laundering by the provider on a weekly basis. The City is charged a weekly fee per article of clothing per employee. The miscellaneous items consist of coveralls, lab coats, shop towels, bar mop towels, and floor mats.

As clothing deteriorates due to normal wear and tear, it is replaced at no additional cost to the City. However, should otherwise serviceable clothing be damaged beyond repair (for example, ripped or badly stained), the City is charged a replacement cost which varies, depending upon the item.

Staff has investigated a variety of methods for providing uniforms for City employees. However, the issue is complicated by the fact that the provision of uniforms is included in the City MOU. Since it is considered a form of compensation, any change in City practice must be negotiated with the City's

labor associations. The idea of purchasing uniforms for home laundry can be a cost savings; however, uniforms become soiled with industrial materials that should not be washed in a home laundry facility. The uniform rental has been determined to be the most cost effective process.

Contracts for uniform rental are typically long in duration due to the tremendous amount of time it takes to convert from one uniform provider to another. Since 1993, the City has contracted with Mission Linen & Uniform Services to provide uniforms for City employees.

This contract has been competitively bid and staff is recommending an authorization to award said Contract No. 14-014 with Mission Linen & Uniform Supply of Modesto to be the lowest responsive and responsible bidder meeting all specifications and requirements.

The Purchasing Office issued bids for uniform rental and laundering services on Request for Bid (RFB) 13-275. Six (6) vendors were solicited. Four (4) vendors submitted bids. Following are comparisons of the weekly costs per uniform (shirt and pants) proposed by each firm for multiple year contracts:

Bidders	Cost for one uniform for one work week	5 uniforms per week	Weekly Cost
Mission Linen	\$2.40	X 5	\$12.00
G & K Services	\$3.60	X 5	\$18.00
Aramark Uniforms	\$2.90	X 5	\$14.50
Cintas	\$4.24	X 5	\$21.20

3. BASIS FOR RECOMMENDATION:

- A. 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.

City staff's recommendation is to award contract to the lowest responsive bidder, meeting all specifications and requirements to Mission Linen & Uniform Supply, in an annual amount not to exceed \$50,000, for a total amount of \$150,000 for thirty six 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 uniform rental and laundry services for all the departments from the following general ledger account numbers:

- | | |
|-------------------------|---|
| 1) 110-10-112.43120_003 | General Government Maintenance |
| 2) 110-20-200.43120_002 | Police Building Maintenance |
| 3) 110-30-300.44001_083 | Fire Building Maintenance |
| 4) 110-60-600.43110 | Parks Laundry & Linen Services |
| 5) 205-60-602.43110 | Sports Complex Laundry & Linen Services |
| 6) 205-60-604.43110 | Pedretti Sports Complex Laundry & Linen |
| 7) 217-50-510.43110 | Street Laundry & Linen Services |
| 8) 246-60-600.43110 | Assessment District Laundry & Linen |
| 9) 410-51-530.43110 | Water Quality Control Laundry & Linen |
| 10) 410-51-531.43110 | Utilities Laundry & Linen Services |
| 11) 410-51-532.43110 | Storm Laundry & Linen Services |
| 12) 420-52-550.43110 | Water Laundry & Linen Services |
| 13) 505-50-525.43110 | Fleet Maintenance Laundry & Linen |

Fiscal impact to above line numbers: \$50,000

5. CITY MANAGER'S COMMENTS:

Recommend approval.

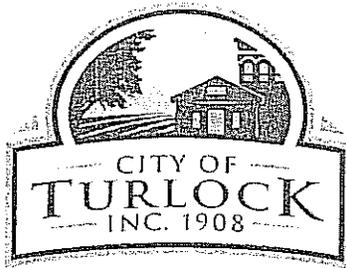
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Do not approve the service agreement. This alternative is not recommended for the following reasons:

- 1) The provision of uniforms is included in the City MOU
- 2) A long term contract for this type of service is feasible due to the costs associated with the new uniforms, replacement cost, fittings, alterations, administration, documentation, and pre-determined delivery schedule to each facility.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
MISSION LINEN
for
UNIFORM RENTAL AND LAUNDRY SERVICES
CONTRACT NO. 14-014

THIS AGREEMENT is made this 11th day of March, 2014, by and between the CITY OF TURLOCK, a municipal corporation of the State of California hereinafter referred to as "CITY" and MISSION LINEN, a California Corporation, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CITY has a need for uniform rental and laundry services; and

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

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

1. **SCOPE OF WORK:** CONTRACTOR 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 and Exhibit B. CONTRACTOR shall provide Services that are acceptable to CITY.

2. **PERSONNEL AND EQUIPMENT:** CONTRACTOR shall provide all personnel needed to accomplish the Services hereunder. CONTRACTOR shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONTRACTOR 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 Exhibit B 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 Fifty Thousand and No/100^{ths} Dollars (\$50,000.00) and One Hundred Fifty Thousand and No/100^{ths} (\$150,000.00) for a period of thirty six months. CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(a) **Invoices:** CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 Thirty Six months (36) beginning March 12, 2014 and ending March 31, 2017, subject to CITY's availability of funds.

6. 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 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. 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 (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 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.

(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.

7. INDEMNIFICATION: 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.

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

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

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

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

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

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

As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

10. **TERMINATION OF STATED EVENT:**

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

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

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

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

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

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

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

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

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

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

15. OBLIGATIONS OF CONTRACTOR: Throughout the term of this Agreement, CONTRACTOR shall possess, or secure all licenses, permits, qualifications and approvals legally

required to conduct business. CONTRACTOR 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. CONTRACTOR further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

16. OWNERSHIP OF DOCUMENTS: 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 CONTRACTOR for purposes other than this contract without the express prior written consent of CITY.

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

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

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

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

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

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

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

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

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

CONTRACTOR agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONTRACTOR 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:** CONTRACTOR shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. CONTRACTOR shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

29. **ASSIGNMENT:** This Agreement is binding upon CITY and CONTRACTOR and their successors. Except as otherwise provided herein, neither CITY nor CONTRACTOR 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:** CONTRACTOR shall maintain adequate records to permit inspection and audit of CONTRACTOR's time and material charges under this Agreement. CONTRACTOR 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 CONTRACTOR agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONTRACTOR without the prior written consent of CITY.

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

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 CONTRACTOR: MISSION LINEN
ATTENTION: MIKE CALLAWAY
136 COYADO AVENUE
MODESTO, CA 95350
PHONE: (209) 523-6758
FAX: (209) 524-4436
EMAIL: mcallawy@missionlinen.com

for CITY: CITY OF TURLOCK
ATTN: BETTY GONZALEZ
MUNICIPAL SERVICES PURCHASING
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4406
FAX: (209) 668-5695

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 CONTRACTOR thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONTRACTOR 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 CONTRACTOR'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

MISSION LINEN

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 SCOPE AND SPECIFICATIONS

SCOPE

- a) Supplier is to provide all uniforms, emblems, and name tags in the design, material and color required by the City to dress and identify City employees covered by the agreement.
- b) Supplier shall tag each garment to identify the user, and the month/year of issue. It is understood by the City and Supplier that the City has chosen a blend of cotton/synthetic material shirts for all personnel. Those shirts may be required by the City to be replaced prior to their useful life because of fading. The pro-rated fee using the formula detailed below will also be used for this forced replacement.
- c) The supplier is to provide shop rags, protective clothing and doormats as specified.
- d) The supplier is to provide all labor, equipment, transportation, and materials necessary for the laundering, pickup and delivery of the above garments and supplies on a weekly basis.

PRO-RATE FORMULA

The supplier will pro-rate the cost of uniform replacement by attributing a value of the garments over the period of the contract. If a uniform is replaced because of damage by City employees or is replaced at the request of the City for reasons other than damage by City employees or is replaced at the request of the City for reasons other than normal wear and tear, the City will pay at time of replacement, at the pro-rated fee.

Items	Description of Uniforms	Total Cost	Formula	Monthly Depreciation
1	Shirt, 65/35 Blend Cotton/Synthetic	\$9	Divide by 36	\$0.25
2	Pant, Synthetic Cotton	\$9	Divide by 36	\$0.25
3	Flame Resistant Shirt	\$27	Divide by 36	\$0.75
4	Flame Resistant Pant	\$27	Divide by 36	\$0.75
5	Executive Pant or Shirt	\$13.50	Divide by 36	\$0.375

SAMPLES

One complete uniform sample, of any color, for all lines offered may be requested after proposal due date. All samples must be provided within three days of request and at no cost to the City. The City will return all samples.

NUMBER AND TYPE OF UNIFORMS REQUIRED

There are currently 135 people that will utilize the uniform contract service. Others may be added during the contract period. There will be three colors of uniforms provided. The three colors selected by the City will be:

- a) Orange Shirt/Brown pant
- b) Medium Blue Shirt/Navy Blue pant
- c) White with Brown Strip Shirt/Brown pant

All shirts and pants will be blend of cotton/synthetic material, individuals will be given a choice of long sleeve and short sleeve shirts. All quantities noted on the Bid Sheet represent weekly delivery. This information is based on current usage. The City does not guarantee either a minimum or maximum quantity of materials or services to be ordered.

FLAME RESISTANT UNIFORMS REQUIRED

Flame resistant shirt and pants must meet FR protection apparel needs. Uniforms must be manufactured to meet or exceed FR performance standard and specifications for flame resistant FR shirts and pants. There are currently 7 people that will utilize these uniforms under this contract for services. Others may be added during the contract period. There will be one color of uniform provided for these FR uniforms.

- a) Navy – pant
- b) Light blue – shirts

SPECIFICATIONS

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder. If no exceptions or deviations are shown; the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

SIZES

The supplier shall measure employees to insure the correct uniform sizes and sleeve lengths are provided. Supplier shall provide uniforms for all employees regardless of size or special fitting requirements. The City shall determine uniform colors and expects to select from the supplier's standard colors. Suppliers shall provide replacement uniforms when an employee's size changes.

EMBLEMS AND NAME TAGS

The supplier shall furnish and affix name tags and silk screen emblems with an embroidery border with the City logo on shirts and coveralls. Any charges for affixing name tags or emblems must be described on the Bid Sheet. A sample of the current emblem is available upon request. Artwork for the logo will be provided by the City, and the colors will match the City requirements.

The size of the shirt emblem is to be approximately 2-1/2" x 4-1/2", sample attached as Exhibit G. Nametags will be provided and placed on shirts by the supplier in the same color as the emblem, or a standard color that has been approved by the City.

UNIFORM CONDITION

All uniforms delivered to City employees must be new, neat, professional, and presentable. The supplier shall maintain all uniforms in good repair and first-class condition. (i.e. clean and neat, wrinkle free, with a complete set of matching buttons, and neatly repaired tears). The City will not accept improperly sized, wrinkled, dirty, permanently stained or otherwise unacceptable items.

The successful bidder shall replace worn out uniforms as necessary. Uniforms will be mended as necessary; however, repair patches over one inch in size will not be permitted. All repairs will be made within one week from receipt of garment. All patches must be affixed in a professional manner and must be presentable. All repairs will be at no additional charge to the City.

All items must be tunnel finished or pressed.

It is preferred the uniforms to be delivered free of scent, however, if there is a scent, it must be pleasant.

All clothing provided for in this contract must meet or exceed Federal and State flammability requirements.

Laundered uniforms will be placed on hangers or packaged so each person's uniforms are separate. Appropriate laundry marking will be used for this purpose.

START-UP

At the start up and/or renewal of the contract, the successful supplier will furnish all participating City employees with new uniforms. Each employee participating in this contract shall be provided with eleven (11) uniform sets.

TEMPORARY DISCONTINUATION OF SERVICE

Any employee absent for one full week or more shall be without charge if prior notification has been given by the City.

SERVICE/DELIVERY

The City places a high value on quality service. Supplier shall deliver garments and other items to designated locations within the City of Turlock as stipulated in contract documents. Clean garments shall be delivered once per week, after the original installation is made, at the delivery points specified below. Each employee's set shall be hung on hangers, shirts over trousers, or shirt and trousers hang separately on hangers. These hangers shall be secured together and labeled by laundry marks sequentially. Empty hangers shall be picked up by the route driver from a collection rack supplied by the contractor for each delivery point.

Deliveries are to be made on the same day(s) of each week and all uniforms will be delivered on those days. Deliveries will be made on a weekly basis between the hours of 7:00 a.m. and 3:00 p.m. on a regular business day unless other arrangements have been made. It will be the responsibility of the contractor to develop the delivery schedule in conjunction with each department manager. The department manager will designate a representative whose responsibility it will be to work with supplier and resolve problems. A copy of the finalized schedule must be submitted to the Purchasing Officer.

- a) The supplier will provide the City, at time of pickup and delivery, an accounting of the number of uniforms picked up and delivered. The supplier will forward a duplicate copy of the pickup and delivery receipts to the City Municipal Services Administration on a monthly basis.
- b) Repairs and replacements are to be done within one week of notification by City personnel. Claims for losses must be handled quickly and fairly. Drivers should be helpful and courteous.
- c) Employees will receive back the same number of uniforms as were deposited for cleaning.
- d) Deficiencies will be corrected within 24 hours after notification. Deficiencies will include, but not be limited to, incorrect size, wrong deliveries, and incomplete returns, unrepaired, un-ironed or dirty items.

The City reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within a reasonable period of time or as specified. Failure to comply with these requirements may be cause for termination of the contract.

Uniforms and miscellaneous supplies shall be picked up and delivered to the 12 locations as listed below. Delivery locations may be added or deleted during the contract.

- 1) City Hall – 156 S. Broadway
- 2) Turlock Police Department – 244 N. Broadway
- 3) Turlock Fire Services Fire Station 1 – 540 E. Marshall
- 4) Turlock Fire Services Fire Station 2 – 791 S. Walnut Road
- 5) Turlock Fire Services Fire Station 3 – 501 E. Monte Vista
- 6) Turlock Fire Services Fire Station 4 – 2820 N. Walnut Road
- 7) Municipal Services Fleet Maintenance Shop – 701 S. Walnut Road
- 8) Municipal Services Public Facilities Maintenance – 701 S. Walnut Road
- 9) Municipal Services Utilities Division – 701 S Walnut Road
- 10) Municipal Services Water Quality Control – 901 S. Walnut Road
- 11) Municipal Services Electrical – 901 S. Walnut Road
- 12) Turlock Police Animal Control Services – 801 S. Walnut Road

Upon delivery, the driver may be required to count incoming and/or outgoing garments in the presence of a City employee.

SPECIFICATIONS FOR UNIFORMS

Shirts	65% Dacron polyester, 35% combed cotton.
Executive Shirts	65% Dacron polyester, 35% combed cotton.
Trousers	65% Dacron polyester, 35% combed cotton
Executive Trousers	55% to 65% Dacron Polyester, 35% to 45% cotton
Coveralls	65% Dacron polyester, 35% combed cotton

SPECIFICATIONS FOR UNIFORMS

FR Shirts	88% Cotton –12% nylon twill
FR Pants	88% Cotton – 12% nylon twill

GARMENT ROTATION COUNT

It will be the responsibility of the successful supplier to maintain an on-going inventory of all materials. The supplier will count all materials at the time of exchange (incoming and outgoing) at the City locations. If materials are missing, it will be the supplier's responsibility to notify the department manager in writing, and obtain his/her signature as acknowledgment, at the time of discovery. The supplier must notify the Purchasing Officer in writing within 21 calendar days after discovery of all missing or unaccounted for materials. The City will not be responsible for missing materials after the 21 day period. All claims for losses must be handled quickly and fairly.

SERVICE REPRESENTATIVE

A single representative must be provided by the supplier to service the City's account. This person must be at a level of management that can act without recourse in making decisions concerning this contract. This person must be able to meet with City management on a regular basis to insure that the contract terms are adhered to.

ANNUAL INVENTORY

At the anniversary of each contract year, it will be the City's option to request the supplier to conduct a uniform inventory. At the time, all uniforms will be brought up to their original counts and quality levels. No billings for losses will be accepted during the last six months of the contract period.

HOLIDAYS: Holidays include:

New Year's Day	January 1 † Day before or day after
Martin Luther King Day	3 rd Monday in January
Washington's Birthday	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	December 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25 † Day before or day after

If a holiday falls on a Saturday, it is observed the previous Friday. If it falls on a Sunday, it is observed the following Monday.

- † The City Council of the City of Turlock must authorize the official closure of City Offices on December 24 and December 31, and approve these specific dates as additional holidays.

JOB SITE PERFORMANCE

If the Purchasing Officer or her designee finds the contract work is not being performed as per the contract, the Purchasing Officer will give a ten (10) days' notice to the contractor. Any callbacks due to non-performance shall be at no charge. If the deficiency is not corrected within ten (10) days, the Purchasing Officer or her designee will correct the deficiency by any means possible and then bill the contractor.

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFB 13-275

BID DUE DATE: JANUARY 14, 2014

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

"UNIFORM RENTAL AND LAUNDRY SERVICES"

- 1) Return original bid to: City of Turlock
Municipal Services Department Purchasing
156 S. Broadway, Suite 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: MISSION LINEN
Address: 136 COYADO AVE
City/State: MODESTO CA 95350
Telephone Number (209) 523-6758 Fax Number (209) 524-4436
E-Mail Address MCALLAWAY@MISSIONLINEN.COM

Authorized Representative (print) MIKE CALLAWAY

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for uniform rental and laundry services dated January 14, 2014, at the prices indicated herein.

BID PROPOSAL EXHIBIT 'A'

SECTION A – This section reflects the total rental cost for twelve months for laundering, delivery/pickup cost weekly per uniform, and all other associated overhead except for premature garment replacement at City request.

Bid price brought forward from Exhibit "B"

Cost for one uniform for one work week	\$ 2.70
Cost for one FR uniform for one work week	\$ 4.90
Cost for one Executive pant for one work week	\$ 2.00 1.35

SECTION B – This section reflects the total rental cost for twenty-four months for laundering delivery/pickup cost weekly per uniform, and all other associated overhead except for premature garment replacement at City request.

Bid price brought forward from Exhibit "B"

Cost for one uniform for one work week	\$ 2.60
Cost for one FR uniform for one work week	\$ 4.70
Cost for one Executive pant for one work week	\$ 1.30

SECTION C – This section reflects the total rental cost for thirty-six months for laundering delivery/pickup cost weekly per uniform, and all other associated overhead except for premature garment replacement at City request.

Bid price brought forward from Exhibit "B"

Cost for one uniform for one work week	\$ 2.40
Cost for one FR uniform for one work week	\$ 4.50
Cost for one Executive pant for one work week	\$ 1.20

SECTION D – This section reflects the total cost for emblems, name tags and labor.

Description	Quantity	Unit Price	Extended Price
Emblems, silk screen and border embroidered	1140 x	\$ FREE	\$ —
Name tag, silk screen and border embroidered	1140 x	\$ FREE	\$ —
Preparation (labor)	2280 x	\$ FREE	\$ —
Subtotal			\$ —
Material Sales Tax			\$ —
Total			\$ —

SECTION E – This section covers miscellaneous items listed below:

Items	Unit Rental Price	X	Quantity	Weekly Rental Price
Coveralls, Mechanic	\$.69		70	\$ 8.97 *
Shop Towels	\$.04		550	\$ 22.00
Terry Towels	\$.04		100	\$ 4.00 *
Bar mop Towels	\$.08		100	\$ 8.00

BID PROPOSAL EXHIBIT 'A'

Page 3 of 6

AMENDMENT NO 1 - REVISED COPY

Section E continues.

Items	Unit Rental Price	X	Quantity	Weekly Rental Price
Treated dust mop heads	\$.99		12	\$ 11.88
Smock or Lab Coat (white)	\$.52		12	\$ 3.12
Subtotal				57.97
Items	Unit Rental Price	X	Quantity	Monthly Rental Price
Floor Mats (Various Sizes)	\$ 1.85		50	\$ 92.50
Subtotal				\$ 92.50
Twelve Months Contract - Cost Per Week for Miscellaneous Items:				\$ 81.10
Twenty-Four Months Contract - Cost Per Week for Miscellaneous Items:				\$ 81.10
Thirty-Six Months Contract - Cost Per Week for Miscellaneous Items:				\$ 81.10

SECTION F - Actual cost of garments, and will be use solely for computing premature replacement value using the 1/12, 1/24 and 1/36 formula.

Items	Total Cost	Formula	Monthly Depreciation
Shirt, 65/35 blend cotton/synthetic	\$ 9.00	Divide by 12	\$.75
Pant, Synthetic Cotton	\$ 9.00	Divide by 12	\$.75
Flame Resistant Shirt	\$ 27.00	Divide by 12	\$ 2.25
Flame Resistant Pant	\$ 27.00	Divide by 12	\$ 2.25
Executive Pant	\$ 13.50	Divide by 12	\$ 1.125

Items	Total Cost	Formula	Monthly Depreciation
Shirt, 65/35 blend cotton/synthetic	\$ 9.00	Divide by 24	\$.375
Pant, Synthetic Cotton	\$ 9.00	Divide by 24	\$.375
Flame Resistant Shirt	\$ 27.00	Divide by 24	\$ 1.125
Flame Resistant Pant	\$ 27.00	Divide by 24	\$ 1.125
Executive Pant	\$ 13.50	Divide by 24	\$.56

Items	Total Cost	Formula	Monthly Depreciation
Shirt, 65/35 blend cotton/synthetic	\$ 9.00	Divide by 36	\$.25
Pant, Synthetic Cotton	\$ 9.00	Divide by 36	\$.25
Flame Resistant Shirt	\$ 27.00	Divide by 36	\$.75
Flame Resistant Pant	\$ 27.00	Divide by 36	\$.75
Executive Pant	\$ 13.50	Divide by 36	\$ 375 .375

List any extra charges not described above: MC

The following is required information. Any omission may be cause for rejection of Bid.

Early Pay Discount

A 3 % discount is offered for payment within 15 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: 114011

"Piggyback" Contracting – Exhibit F

Will your firm extend the same prices, terms and conditions to other public agencies?
 Yes No

Addendums (if applicable):

Bidder acknowledges receipt of ADDENDUM NO. _____

Terms

Sales tax will be added at time of purchase.

Prices are F.O.B. Turlock.

Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause:

In connection with the execution of this agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, religion, color, and sex or nation origin. CONTRACTOR 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.

CONTRACTOR 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, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

- b) Contractor 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) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

- d) Contractor 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 Contractors 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/Contractor 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

Contractor 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. Contractor agrees that Contractor'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 Contractor constitutes written notification to Contractor of City's rejection of any and all of Contractor order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)

Contractor's License No. N/A Expiration Date: _____

Contractor certifies by signature below that the information furnished herein is true and accurate, those 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.

MISSION LINEN SUPPLY

Company Name

Mike Callaway

Signature of Authorized Representative

95-1942549

Federal Tax ID Number

ONE ORIGINAL AND ONE COPY OF THE COMPLETE BID PROPOSALS ARE REQUIRED

FAILURE TO CLEARLY MARK THE ORIGINAL AND PROVIDE ORIGINAL SIGNATURE MAY RESULT IN A PROPOSAL BEING FOUND NON-RESPONSIVE AND GIVE NO CONSIDERATION.

EXHIBIT 'B'
REQUEST FOR BID AND SPECIFICATIONS BID NO 13-275
UNIFORM RENTAL AND LAUNDRY SERVICES
(PAGE 1 OF 2)

SECTION A – This section reflects the total rental cost for twelve months for laundering, delivery/pickup cost weekly per uniform, and all other associated overhead except for premature garment replacement at City request (See Exhibit A, Section "F").

Item(s)	Unit Rental Price	X	Quantity Uniform	Weekly Rental Price
Shirt: 65/35 cotton blend: Orange or Medium Blue or White with Brown Strip or Light Blue short sleeves or long sleeves. (optional)	\$.27	X	5	\$ 1.35
Pant: Brown, Navy Blue or Light Blue, Cotton/Synthetic at various cut styles.	\$.27	X	5	\$ 1.35
Cost for one uniform for one work week				\$ 2.70
**Emblem (logo) and Name Tag are included in the rental price				

Item(s)	Unit Rental Price	X	Quantity Uniform	Weekly Rental Price
FR Shirt: 88% Cotton and 12% Nylon Twill, Medium Blue long sleeves.	\$.49	X	5	\$ 2.45
FR Pant: 88% Cotton and 12% Nylon Twill, Navy	\$.49	X	5	\$ 2.45
Cost for one uniform for one work week				\$ 4.90
**Emblem (logo) and Name Tag are included in the rental price				

Item(s)	Unit Rental Price	X	Quantity Uniform	Weekly Rental Price
Shirt – Executive Style	\$.27	X	5	\$ 1.35
Pant – Executive Style	\$.27	X	5	\$ 1.35
Cost for Executive shirts and pants for one work week				\$ 2.70

SECTION B – This section reflects the total rental cost for twenty-four (24) months for laundering, delivery/pickup cost weekly per uniform, and all other associated overhead except for premature garment replacement at City request (See Exhibit A, Section "F").

Item(s)	Unit Rental Price	X	Quantity Uniform	Weekly Rental Price
Shirt: 65/35 cotton blend Orange or Medium Blue or White with Brown Strip or Light Blue short sleeves or long sleeves. (optional)	\$.26	X	5	\$ 1.30
Pant: Brown, Navy Blue or Light Blue, Cotton/Synthetic at various cut styles.	\$.26	X	5	\$ 1.30
Cost for one uniform for one work week				\$ 2.60
**Emblem (logo) and Name Tag are included in the rental price				

EXHIBIT 'B'
REQUEST FOR BID AND SPECIFICATIONS BID NO 13-275
UNIFORM RENTAL AND LAUNDRY SERVICES
(PAGE 2 OF 2)

Item(s)	Unit Rental Price	X	Quantity Uniform	Weekly Rental Price
FR Shirt: 88% Cotton and 12% Nylon Twill, Medium Blue long sleeves.	\$.47	X	5	\$ 2.35
FR Pant: 88% Cotton and 12% Nylon Twill, Navy	\$.47	X	5	\$ 2.35
Cost for one uniform for one work week				\$ 4.70
**Emblem (logo) and Name Tag are included in the rental price				

Item(s)	Unit Rental Price	X	Quantity Uniform	Weekly Rental Price
Shirt – Executive Style	\$.26	X	5	\$ 1.30
Pant – Executive Style	\$.26	X	5	\$ 1.30
Cost for Executive shirts and pants for one work week				\$ 2.60

SECTION C – This section reflects the total rental cost for **thirty six (36) months** for laundering, delivery/pickup cost weekly per uniform, and all other associated overhead except for premature garment replacement at City request (See Exhibit A, Section "F").

Item(s)	Unit Rental Price	X	Quantity Uniform	Weekly Rental Price
Shirt: 65/35 of cotton blend Orange or Medium Blue or White with Brown Strip or Light Blue short sleeves or long sleeves. (optional)	\$.24	X	5	\$ 1.20
Pant: Brown, Navy Blue or Light Blue, Cotton/Synthetic at various cut styles.	\$.24	X	5	\$ 1.20
Cost for one uniform for one work week				\$ 2.40
**Emblem (logo) and Name Tag are included in the rental price				

Item(s)	Unit Rental Price	X	Quantity Uniform	Weekly Rental Price
FR Shirt: 88% Cotton and 12% Nylon Twill, Medium Blue long sleeves.	\$.45	X	5	\$ 2.25
FR Pant: 88% Cotton and 12% Nylon Twill, Navy	\$.45	X	5	\$ 2.25
Cost for one uniform for one work week				\$ 4.50
**Emblem (logo) and Name Tag are included in the rental price				

Item(s)	Unit Rental Price	X	Quantity Uniform	Weekly Rental Price
Shirt – Executive Style	\$.24	X	5	\$ 1.20
Pant – Executive Style	\$.24	X	5	\$ 1.20
Cost for Executive shirts and pants for one work week				\$ 2.40



City of Turlock
Finance Office
156 S. Broadway Suite 114
Turlock, CA 95380-5454
209-668-5570
www.cityofturlock.org

MISSION LINEN SUPPLY INC
PO BOX 1299
SANTA BARBARA, CA 93102-1299

.....

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
MISSION LINEN SUPPLY INC



1560 VENTURE LN
TURLOCK, CA 95380

LICENSE NUMBER 114011
LICENSE EXPIRATION DATE 12/31/2013

.....

ENSE ISSUED FOR REVENUE PURPOSES ONLY – NOT A PERMIT TO OPERATE A BUSINESS IN VIOLATION OF CITY ORDINANCE OR STATE
V. FAILURE TO PAY ANY LICENSE TAX DUE WILL RENDER THIS BUSINESS LICENSE INVALID.



Council Synopsis

5F
March 11, 2014

From: Michael Cooke, Municipal Services Director

Prepared by: Garner Reynolds, Regulatory Affairs Manager
Dan Madden, Part Time Utilities Specialist

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a standard Surplus Tree Leaf Beneficial Reuse Agreement for the beneficial reuse of tree leaves collected annually by the City of Turlock Leaf Pick Up Program for reuse on farmland as a soil amendment

2. DISCUSSION OF ISSUE:

Annually, the City staff collects leaves that have fallen from trees throughout the City. This work is done in the autumn and winter months to keep City streets clean and to limit flooding caused by clogged storm drains.

During the last 10-15 years, collected leaves have been stockpiled on a five acre portion of the Turlock Regional Water Quality Control Facility. Due to space limitations there is a need to remove some, if not all, of this stockpiled material in order to allow additional storage for leaves into the future.

City staff has been approached by local members of the farming community requesting if these leaves might be available for farm use. The leaves would be used as an organic soil amendment.

Due to the low value of this material and the expense to load, haul, and spread it, City staff recommends there be no charge for interested parties that haul off the leaves, provided each end user enters into the agreement proposed.

3. BASIS FOR RECOMMENDATION:

Space is becoming limited to store the amount of leaves collected each year from the City's leaf collection program. Providing this material to local farming operations is a beneficial reuse of this product and provides a means of increasing the City's future leaf storage capacity.

Strategic Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact None. No General Funds will be utilized for this project.

Budget Amendment None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Do not approve the proposed agreement and develop an alternative means to store or dispose of this material. This alternative is not recommended as it may have a potential financial impact to Enterprise and Non-enterprise funds in the future.



SURPLUS TREE LEAF BENEFICIAL REUSE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____ 2014, by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter referred to as "CITY") and _____ (hereinafter referred to as "Customer").

WHEREAS, CITY is the owner of tree leaves as collected annually during the Autumn and Winter seasons and desires to provide this material as a soil amendment to private individuals for farming operations; and

WHEREAS, Customer has a need for soil amendment material for farming operations.

NOW, THEREFORE, the parties hereto agree as follows:

1. Customer agrees to remove CITY collected tree leaves and CITY agrees to provide a supply of tree leaves pursuant to the terms of this Agreement. The removal and application to Customer property shall be at the sole expense of the Customer.
2. CITY will provide access to the leaf storage area at 1200 S. Kilroy Road, Turlock, California.
3. Access time shall be mutually arranged between CITY and Customer.
4. The initial term of this Agreement shall be one (1) year, commencing on _____, 20____ at 12:00 p.m. and ending at 11:59 p.m. on _____, 20____. Either party may cancel this Agreement at any time.

5. **INSURANCE: CUSTOMER** shall not commence work under this Agreement until **CUSTOMER** has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall **CUSTOMER** allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. **CUSTOMER** 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 **CUSTOMER**, 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 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).

OK for Agenda
[Signature]

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

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CUSTOMER 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 CUSTOMER, 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 CUSTOMER'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 coverage.

(2) For any claims related to this project, CUSTOMER's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CUSTOMER'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 CUSTOMER 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.

(f) Verification of Coverage: CUSTOMER 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 CUSTOMER'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, CUSTOMER hereby agrees to waive subrogation which any insurer of CUSTOMER may acquire from CUSTOMER 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 CUSTOMER, its agents, employees, independent contractors and subcontractors. CUSTOMER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) Subcontractors: CUSTOMER 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.

6. INDEMNIFICATION: CUSTOMER 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, directly or indirectly, out of this Agreement including, but not limited to, the use, removal or transportation of the materials described herein, caused in whole or in part by any negligent act or omission of CUSTOMER, any subcontractor, anyone directly or indirectly, employed by any of them or anyone for whose acts any of them may be liable.

7. Any notices sent pursuant to this Agreement shall be addressed as follows:

to CUSTOMER:

to CITY: CITY OF TURLOCK
ATTN: REGULATORY AFFAIRS MANAGER
MUNICIPAL SERVICES
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380
PHONE: 209-668-5590 FAX: 209-668-5695

8. Either party must designate by written notice any change of address to which formal communications should be sent. Formal communications shall be deemed effective when received.

9. Customer accepts all risks and liability related to the collection, delivery and use of the leaves and agrees to hold CITY and its employees, officers, agents and representatives harmless from any and all damages resulting from ingress, egress, and use of the leaves at the CITY facility or any other damage or injury whether to persons or property as a result of or in direct relationship to the utilization of this product.

10. Customer agrees to accept financial responsibility for any damage caused to CITY's property due to negligence or willful misconduct of customer during ingress, egress or use of this material.

11. Proof of automobile insurance and general liability insurance for the term of this agreement shall be provided to CITY. Coverage limits must be approved by the CITY Attorney.

12. This Agreement may not be assigned by either party without the written consent of the other. If this Agreement is assigned, it shall be binding on the party to which it is assigned. Assignment of this Agreement shall not release the assigning party from any of its obligations under this Agreement unless such a release is agreed to in writing by the other party and the assuming party.

13. No amendment, alteration or variation of the terms or specifications of this Agreement shall be valid unless made in writing, mutually signed by the parties hereto, and attached to the original Agreement. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

14. This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

15. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

16. This Agreement shall be interpreted and construed according to the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

CITY OF TURLOCK, a municipal corporation

CUSTOMER

By: _____
Roy Wasden, City Manager

By: _____

Date: _____

Print
Name: _____

APPROVED AS TO SUFFICIENCY:

Date: _____

By: _____
Michael Cooke, Municipal Services
Director

APPROVED AS TO FORM:

By: _____
Phaedra Norton, City Attorney

ATTEST:

By: _____
Kellie Weaver, City Clerk



Council Synopsis

March 11, 2014

From: Allison Van Guilder, Parks, Recreation & Public Facilities, Director

Prepared by: Erik Schulze, Parks, Recreation & Public Facilities Superintendent

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting a donation from Dr. Ram Saini in the amount of \$4,009 to be deposited into account number 269-60-614-380.37200_000 "Parks Donations-General" and appropriating said funds to account number 269-60-614-380.47124 "Parks Donation Expenses" for signage at the Singh Walkway

2. DISCUSSION OF ISSUE:

On November 12, 2014 the City Council authorized the naming of the northeast storm basin walkway to "Singh Walkway" on behalf of the Turlock Indian American population in recognition of their contributions to the Turlock community.

3. BASIS FOR RECOMMENDATION:

In the discussion of the issue in naming the storm basin walkway, Staff indicated that if approved, Dr. Ram Saini would be responsible for the cost of the new sign.

Strategic Plan Initiative: B. POLICY INITIATIVE – FISCAL RESPONSIBILITY

Goal(s): c. Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as California State University, Stanislaus.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$4,009

Appropriate \$4,009 to account number 269-60-614-380.47124 "Parks Donation Expenses" to be funded by a donation received in 269-60-614-380.37200_000 "Parks Donations-General" for the purchase of signage for the Singh Walkway.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N. A.

7. ALTERNATIVES:

- A). There is no recommended alternative, as the cost of the sign is covered by a donation.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING A }
DONATION FROM DR. RAM SAINI IN THE }
AMOUNT OF \$4,009 TO BE DEPOSITED }
INTO ACCOUNT NUMBER }
269-60-614-380.37200_000 "PARKS }
DONATION-GENERAL" AND }
APPROPRIATING SAID FUNDS TO }
ACCOUNT NUMBER 269-60-614-380.47124 }
"PARKS DONATION EXPENSES" FOR }
SIGNAGE AT THE SINGH WALKWAY }
_____ }

RESOLUTION NO. 2014-

WHEREAS, on November 12, 2013 the City Council of the City of Turlock authorized the naming of the northeast storm basin walkway to "Singh Walkway" on behalf of the Turlock Indian American population in recognition of their contributions to the Turlock community; and

WHEREAS, in the discussion of the issue in naming the storm basin walkway, Staff indicated that if approved, Dr. Ram Saini would be responsible for the cost of the sign.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept a donation from Dr. Ram Saini in the amount of \$4,009 to be deposited into account number 269-60-614-380.37200_000 "Parks Donation-General" and appropriating said funds to account number 269-60-614-380.47124 "Parks Donation Expenses" for purchase of signage at the Singh Walkway.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of March, 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

5H
March 11, 2014

From: Robert A. Jackson, Chief of Police

Prepared by: Miguel Pacheco, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the purchase of three (3) replacement marked police motorcycles for Turlock Police Department from Long Beach BMW Motorcycles, Long Beach, California, from account number 112-10-116.51156 "Police Motorcycles" in an amount not to exceed \$85,129.05

2. DISCUSSION OF ISSUE:

The Turlock Police Department utilizes marked police motorcycles for the purpose of traffic enforcement by the Traffic Safety Unit. Current motorcycle unit numbers 1254, 1275 and 1274 are eight (8) years old and are in need of replacing. These vehicles will be determined to be surplus to City needs upon replacement.

City Council has budgeted \$90,000 for the replacement of marked police motorcycles in line 112-10-116.51156 Police Motorcycles for the 2013/14 budget year. This amount is for the purchase and equipping of the vehicles.

The Turlock Police Department has used Honda motorcycles for the past several years. BMW has made several improvements in their motorcycles since the department last used them prior to 2006. The 2014 BMW R1200 RT-P has been identified to better meet the needs of the Traffic Safety Unit. Many of these improvements were safety based.

Long Beach BMW Motorcycles, Long Beach, CA, holds a contract with the Los Angeles County Sheriff's Department for this motorcycle under #PO-SH-14321689-1.

The grand total for the purchase of these motorcycles is \$26,140.19 per unit. After taxes and necessary tire and doc fees, the grand total will not exceed \$85,129.05. This quote is within the anticipated \$90,000 budgeted amount in line 112-10-116.51156 "Police Motorcycles"

3. BASIS FOR RECOMMENDATION:

A. Council approval is required for any purchases above \$25,000.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): c. Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as California State University Stanislaus.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Funding for this purchase is budgeted for in account number 112-10-116.51156 "Police Motorcycles."

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Council may deny the purchase of the replacement vehicles.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE }
PURCHASE OF THREE (3) REPLACEMENT }
MARKED POLICE MOTORCYCLES FOR }
TURLOCK POLICE DEPARTMENT FROM }
LONG BEACH BMW MOTORCYCLES, }
LONG BEACH, CALIFORNIA, FROM }
ACCOUNT NUMBER 112-10-116.51156 }
"POLICE MOTORCYCLES" IN AN }
AMOUNT NOT TO EXCEED \$85,129.05 }

RESOLUTION NO. 2014-

WHEREAS, the Turlock Police Department requires the replacement of three (3) marked police motorcycles, designated for use by the Traffic Safety Unit; and

WHEREAS, City Council of the City of Turlock has approved and budgeted the amount of \$90,000 for the purchase and equipping of replacement marked police motorcycles for the Fiscal Year 2013/14; and

WHEREAS, the purchase and equipping of these motorcycles will not exceed an amount of \$85,129.05; and

WHEREAS, a bid was obtained from Long Beach BMW Motorcycles, Long Beach, California; who holds a contract with Los Angeles City Sheriff's Department under contract # PO-SH-14321689-1; and

WHEREAS, Long Beach BMW Motorcycles, has presented a quote to the Turlock Police Department to sell and deliver three (3) new 2014 BMW R1200 RT-P motorcycles.

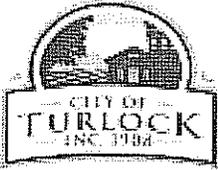
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the purchase of three (3) new 2014 BMW R1200 RT-P motorcycles as replacement motorcycles for the Turlock Police Department from, Long Beach BMW Motorcycles, Long Beach, California, identified as having a valid contract with Los Angeles County Sheriff's Department in an amount not to exceed \$ 85,129.05.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of March, 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



CLAIM FORM
(Please type or print)

RECEIVED

JAN 28 2014

51

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: JONATHAN SOLORD

SS#: [REDACTED] DOB: 7/1/1993 Gender: Male [checked] Female

Claimant's address: 9708 MERCED AVENUE, DELI, CA. 95315

Claimant's Telephone Number(s): (209) 761-9742

Address where notices about claim are to be sent, if different from above: 1231 8TH STREET #600
MADERA, CA. 95354 C/O ATTORNEY ARMANDO S. MENDOZA

Date of incident/accident: MARCH 12, 2013

Date injuries, damages, or losses were discovered: SEPTEMBER 4, 2013

Location of incident/accident: WEST MONTE VISTA AVENUE AT THE NORTH WALNUT
AVENUE INTERSECTION, TURLOCK CALIFORNIA.

What did entity or employee do to cause this loss, damage, or injury? CLAIMANT IS A NAMED
DEFENDANT IN STANISLAUS COUNTY SUPERIOR COURT CASE # 2011951. HE WAS
SERVED WITH SUMMONS AND COMPLAINT ON SEPTEMBER 4, 2013.

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? CLAIMANT SEEKS INDEMNITY AND
CONTRIBUTION FROM CITY OF TURLOCK. GOVERNMENT CODE 901.

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 [checked] [see Government Code 910(f)]

How was this amount calculated (please itemize)? STANISLAUS COUNTY SUP. COURT CASE # 2011951
IS AN UNLIMITED CIVIL ACTION

Date Signed: 1/28/14 Signature: [Signature]

If signed by representative:

Print Representative's Name ARMANDO S. MENDOZA Telephone (209) 622-6600

Address 1231 8TH STREET #600 MADERA, CA. 95354

Relationship to Claimant ATTORNEY FOR CLAIMANT.



CLAIM FORM
(Please type or print)

RECEIVED 53

JAN 28 2014

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: Elisa Morales

SS#: [REDACTED] DOB: 8-22-81 Gender: Male Female X

Claimant's address: 416 Waddell way Modesto Ca 95357

Claimant's Telephone Number(s): (209) 277-3718 or (209) 277-3136

Address where notices about claim are to be sent, if different from above:

Date of incident/accident: 1-21-14

Date injuries, damages, or losses were discovered: N/A

Location of incident/accident: Cross Street Pioneer & Main Street

What did entity or employee do to cause this loss, damage, or injury? N/A

(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)? N/A

What specific injuries, damages, or losses did claimant receive? See attached falling branch on car.

(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: N/A

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 use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 1-21-14 Signature: [Handwritten Signature]

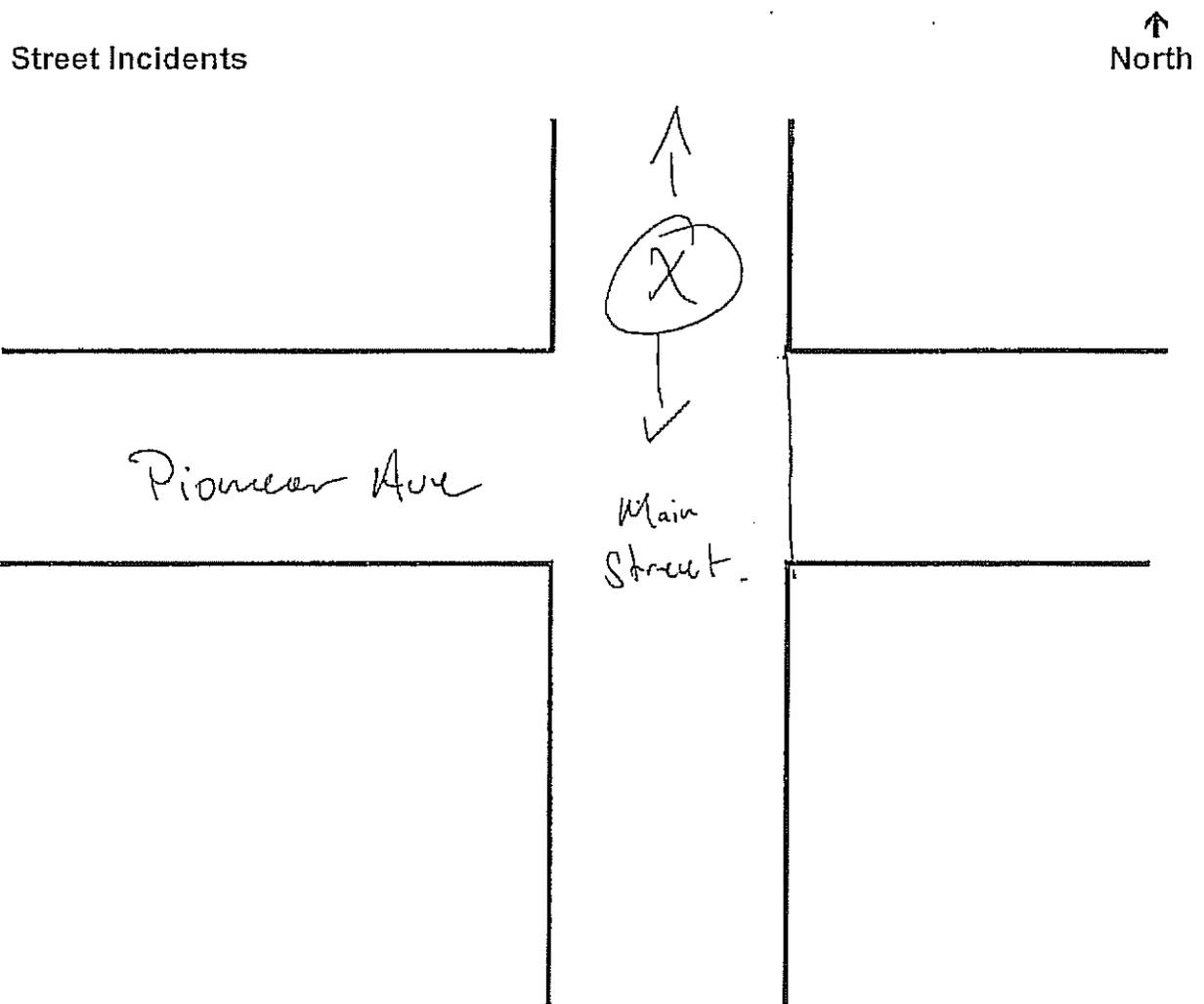
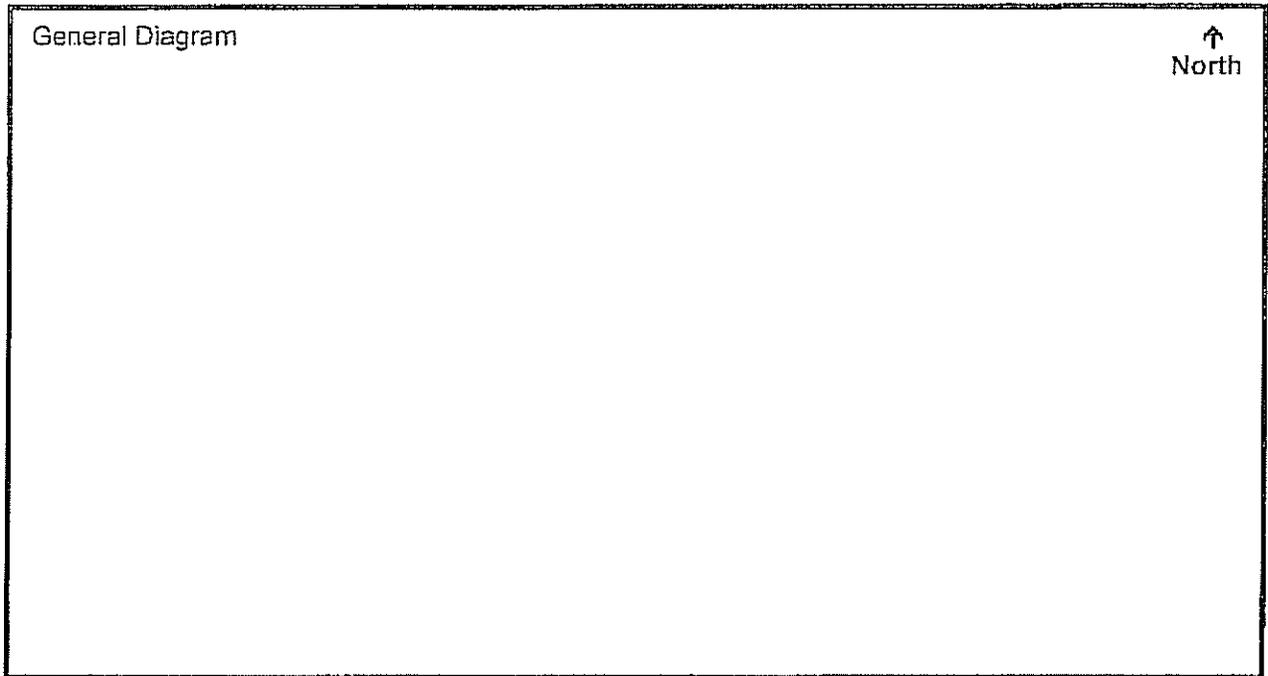
If signed by representative:

Print Representative's Name Telephone

Address

Relationship to Claimant

DIAGRAMS



**H&R AUTO BODY & PAINTING
SPECIALISTS**

Workfile ID: 3701c960
Federal ID: 94-2743077
BAR: AJ090353

IF YOU'VE TRIED THE REST, SEE THE BEST
933 N GOLDEN STATE BLVD, TURLOCK, CA 95380
Phone: (209) 668-1926
FAX: (209) 668-1928

Preliminary Estimate

Customer: TYSON, R.

Job Number:

Written By: Jeff Long

Insured: TYSON, R.
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
TYSON, R.

Inspection Location:
H&R AUTO BODY & PAINTING
SPECIALISTS
933 N GOLDEN STATE BLVD
TURLOCK, CA 95380
Repair Facility
(209) 668-1926 Day

Insurance Company:

VEHICLE

Year: 2011	Body Style: 4D SED	VIN: 1HGCP2F48BA081844	Mileage In:
Make: HOND	Engine: 4-2.4L-FI	License:	Mileage Out:
Model: ACCORD LX-P	Production Date:	State:	Vehicle Out:
Color: GRAY MET Int:	Condition: Good	Job #:	

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Power Driver Seat

DECOR

Dual Mirrors

Console/Storage

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

SEATS

Cloth Seats

Bucket Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control

Stability Control

Power Trunk/Gate Release

Preliminary Estimate

Customer: TYSON, R.

Job Number:

Vehicle: 2011 HOND ACCORD LX-P 4D SED 4-2.4L-FI GRAY MET

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		REAR DOOR					
2	*	R&I LT Door w/strip US built(r&i upper only for paint)		0	0.00	0.3	0.0
3		Blnd LT Outer panel (HSS)		0	0.00	0.0	1.0
4	*	Repl LT Upper molding	72961TA0A01	1	49.93	0.5	0.0
5		R&I LT Belt molding		0	0.00	0.3	0.0
6	*	R&I LT Door trim panel LX, LX-P, SE gray		0	0.00	0.5	0.0
7	*	R&I LT Handle, outside		0	0.00	0.4	0.0
8		FRONT DOOR					
9	*	R&I LT Door w/strip US built(r&i upper only for paint)		0	0.00	0.3	0.0
10		ROOF					
11		R&I LT Roof molding		0	0.00	0.4	0.0
12	#	Blnd LT upper pillar		0	0.00	0.0	0.6
13		TRUNK LID					
14	#	Refn base coat reduction spot paint upper only(trunk lid)		0	0.00	0.0	-0.8
15	*	Rpr Trunk lid w/o navigation		0	0.00	1.0	2.3
16		Add for Clear Coat		0	0.00	0.0	0.9
17		Repl Emblem	75701TA0000	1	41.25	0.2	0.0
18		Repl Nameplate "Accord"	75722TA0A01	1	46.67	0.2	0.0
19		QUARTER PANEL					
20	*	Rpr LT Quarter panel		0	0.00	5.0	2.6
21		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
22		Add for Clear Coat		0	0.00	0.0	0.4
23		R&I Fuel door		0	0.00	0.3	0.0
24		Refn Fuel door		0	0.00	0.0	0.3
25		Add for Clear Coat		0	0.00	0.0	0.1
26	*	Repl LT Stone guard	74405TA5A00	1	2.47	0.3	0.0
27	#	Blnd lt rocker panel		0	0.00	0.0	0.0
28		REAR LAMPS					
29		R&I LT Tail lamp assy		0	0.00	0.2	0.0
30		REAR BUMPER					
31		O/H rear bumper		0	0.00	1.1	0.0
32	*	R&I Bumper cover 2.4L		0	0.00	Incl.	0.0
33	* <>	Rpr Bumper cover 2.4L		0	0.00	1.5	3.2
34		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
35		Add for Clear Coat		0	0.00	0.0	0.6
36	#	CAR COVER		1	10.00 T	0.0	0.0
37	#	HAZARDOUS WASTE		1	8.00 X	0.0	0.0
38	#	COLOR TINT		1	0.00	0.5	0.0
39	#	FLEX ADDITIVE		1	6.50	0.0	0.0

Preliminary Estimate

Customer: TYSON, R.

Job Number:

Vehicle: 2011 HOND ACCORD LX-P 4D SED 4-2.4L-FI GRAY MET

SUBTOTALS	164.82	13.0	10.6
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ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			146.82
Body Labor	13.0 hrs @	\$ 68.00 /hr	884.00
Paint Labor	10.6 hrs @	\$ 68.00 /hr	720.80
Paint Supplies	10.6 hrs @	\$ 38.00 /hr	402.80
Miscellaneous			18.00
Subtotal			2,172.42
Sales Tax	\$ 559.62 @	7.6250 %	42.67
Grand Total			2,215.09
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			2,215.09

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. AFTER THE WORK HAS BEEN STARTED, WORN OR DAMAGED PARTS WHICH WERE NOT EVIDENT ON FIRST INSPECTION MAY BE DISCOVERED. NATURALLY, THIS ESTIMATE CANNOT COVER SUCH CONTINGENCIES.

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. PATHWAYS: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

Preliminary Estimate

Customer: **TYSON, R.**

Job Number:

Vehicle: 2011 HOND ACCORD LX-P 4D SED 4-2.4L-FI GRAY MET

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide ARG4443, CCC Data Date 1/17/2014, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM or A/M. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2014 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

8A



Council Synopsis

March 11, 2014

From: Allison Van Guilder, Parks, Recreation & Public Facilities,
Department Director

Prepared by: Erik Schulze, Parks, Recreation and Public Facilities
Superintendent

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution 2008-154 and accepting the Parks, Recreation and Community Programs Commission's recommendation to update the Public Facilities and Parks Naming Nomination process

2. DISCUSSION OF ISSUE:

On February 12, 2014 the Parks, Recreation and Community Programs Commission voted unanimously to recommend to City Council the updates to the Public Facilities and Parks Naming Nomination process. The updated process includes a new form which provides a way to recognize individuals or organizations that have made significant contributions to the Turlock community, by naming or possibly renaming parks or facilities in their honor. Requests are completed using the attached form and are forwarded to the Parks, Recreation and Community Programs Commission for review and recommendation. The City Council will make the final determination on facility naming or renaming requests. Attached is a copy of the City's Public Facilities and Parks Naming Nomination form marked as Exhibit "A".

3. BASIS FOR RECOMMENDATION:

- A) The Role of the Parks, Recreation and Community Programs Commission is to advise the City Council and staff in matters pertaining to parks, recreation, community programs and related facilities.
- B) This project meets the objective set forth in the City Council's Strategic Plan. Policy Initiative Community Programs, Facilities and Infrastructure: Goal a-iv) Community Infrastructure: Provide safe, well designed and attractively maintained park facilities for the citizens of Turlock to enjoy recreation activities and socialize.

- C) Resolution 2008-154 directs the Parks, Recreation and Community Programs Commission to recommend the naming of City facilities with final approval given by the City Council.

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

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Council could reject the Parks, Recreation and Community Programs Commission's recommendation for updates to the Public Facilities and Parks Naming Nomination process.

Exhibit A

**CITY OF TURLOCK PARKS, RECREATION
& PUBLIC FACILITIES DEPARTMENT**



Public Facilities and Parks
Naming Nomination Form

Please return to:
Park, Recreation & Public Facilities Department
City of Turlock
144 S. Broadway, Turlock CA 95380
Telephone: 668-5594 Fax: 668-5619

The City of Turlock recognizes people and groups/organizations who have made significant contributions to the Turlock community by naming or possibly renaming City Buildings, Parks, or Facilities in their honor. The naming of these City owned facilities benefits the residents of the city by creating a stronger sense of community; a sense of identity and place; a connection between present and past, and enhancing a sense of history in the community by creating community role models; and communicating a sense of what the community values.

This form is provided so that individuals making a nomination can provide background information on the nomination, for use by the Parks, Recreation and Community Programs Commission and City Council in the decision making process. The information provided will play a vital role in making a determination. Each nomination will first be presented to the Parks, Recreation and Community Programs Commission who will then make their recommendation to the City Council. Use additional sheets of paper if necessary. Thank you for your participation in this important process.

Date: _____

<input type="checkbox"/> Naming of Park	<input type="checkbox"/> Naming of Facility
---	---

Recommended Name:
Current Name or Use:
Address or Location:

Nominator

Name:	Relationship to Nominee:	
Address:		
Phone:	Fax:	Email:

**Additional Support for Nomination At Least 3 Individuals:
(Attach Letters of Support)**

Name and Address:	Phone:

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING }
RESOLUTION 2008-154 AND ACCEPTING }
THE PARKS, RECREATION AND }
COMMUNITY PROGRAMS COMMISSION'S }
RECOMMENDATION TO UPDATE THE }
PUBLIC FACILITIES AND PARKS }
NAMING NOMINATION PROCESS }
_____ }

RESOLUTION NO. 2014-

WHEREAS, on February 12, 2014 the Parks, Recreation and Community Programs Commission voted unanimously to recommend to City Council the updates to the Public Facilities and Parks Naming Nomination process; and

WHEREAS, the updated process includes a new form which provides a way to recognize individuals or organizations that have made significant contributions to the Turlock community, by naming or possibly renaming parks or facilities in their; and

WHEREAS, requests are completed using the attached form and are forwarded to the Parks, Recreation and Community Programs Commission for review and recommendation; and

WHEREAS, the City Council will make the final determination on facility naming or renaming requests.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2008-154 and accept the Parks, Recreation and Community Programs Commission's recommendation to update the Public Facilities and Parks Naming Nomination process.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of March, 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

March 11, 2014

SB

From: Allison Van Guilder, Parks, Recreation & Public Facilities,
Department Director

Prepared by: Erik Schulze, Parks, Recreation and Public Facilities
Superintendent

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Renaming Sunnyview Park to "Quaile Rand Norton Park" in honor and recognition of the late Mayor for his commitment and contributions to the City of Turlock

2. DISCUSSION OF ISSUE:

Several months ago Mrs. Donna Pierce approached staff with a request to name a City facility after the late Mayor Quaile Norton, in recognition of the many contributions he made to the community. After considering multiple locations and evaluating conformance with City policies and practices, staff, Mrs. Pierce and the late Mayor's widow, Mrs. Norton, mutually identified Sunnyview Park as the recommended project location. Mrs. Norton believes this park would best represent her late husband's efforts within the community.

On February 12, 2014, the Parks, Recreation and Community Programs Commission was asked to consider renaming Sunnyview Park, "Quaile Rand Norton Park" with a recommendation to City Council. The motion passed unanimously and is now before Council for consideration. If approved, Mrs. Norton will be responsible for the cost of the new park sign. Attached is a copy of the Naming of City Owned Facilities request marked as Exhibit "A".

3. BASIS FOR RECOMMENDATION:

- A) The Role of the Parks, Recreation and Community Programs Commission is to advise the City Council and staff in matters pertaining to parks, recreation, community programs and related facilities.
- B) This project meets the objective set forth in the City Council's Strategic Plan. Policy Initiative Community Programs, Facilities and Infrastructure: Goal a-iv) Community Infrastructure: Provide safe, well designed and attractively maintained park facilities for the citizens of Turlock to enjoy recreation activities and socialize.

C) Resolution 2008-154 directs the Parks, Recreation and Community Programs Commission to recommend the naming of City facilities with final approval given by the City Council.

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

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

\$3,551.63 Estimated Cost

Mrs. Norton has agreed to pay for the cost of the new park sign.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could reject the Parks, Recreation and Community Programs Commission's recommendation that Sunnyview Park be renamed, "Quaile Rand Norton Park".

EXHIBIT A

CITY OF TURLOCK

Naming of City Owned Facilities to recognize an Individual or Organization

NOMINATION FORM

Nomination for consideration in the naming of a City-owned facility. Please type or print clearly and submit to the office of

Park, Recreation & Community Commission, Chair
City of Turlock
144 S. Broadway, Turlock CA 95380
Telephone: 668-5594
Fax: 668-5619

Date 10-15-2013

I. Individual/organization submitting name: DONNA PIERCE
Address: 2111 STATE ST Telephone: 668-7224 ^{CELL} Fax: 534-2522

II. Nominee: (circle one) Individual Organization Club
1. Name: QUAILE RAND NORTON (DECEASED) Telephone: 634-4108
ESTHER NORTON - WIDOW
2. Mailing Address: 2255 EL CAPITAN Zip Code: 95380
Number of Years in Turlock area 60 YEARS

Recommended Name of Facility QUAILE RAND NORTON PARK
Location of Facility SUNNYVIEW PARK

Explanation of why this individual/organization should be considered. (This information will be used by the Commission to determine the basis for their decision.) (Use additional paper if needed).

QUAILE NORTON WAS AN INVOLVED CITIZEN IN TURLOCK FOR OVER 60 YEARS. HE AND HIS WIFE ESTHER MOVED HERE 1947 WHEN THEY BOUGHT THE NORTON MORTUARY, RETIRING IN 1979.

QUAILE SERVED AS PRESIDENT OF SEVERAL CIVIC ORGANIZATIONS INCLUDING TURLOCK ROTARY, A MEMBER OF THE HORSEMAN CLUB FC+CC, MASONIC LODGE + EASTERN STAR, HE WAS FIRST CHAIR OF THE TURLOCK UNITED WAY.

QUAILE ALSO SERVED TURLOCK AS A TUSD BOARD MEMBER & CITY COUNCILMAN. HE WAS MAYOR FROM 1957-60.

Name of Chair Reviewing Nomination: _____ Date _____

QUAILE VOLUNTEERED AT THE FOOTBALL GAMES AS AN ANNOUNCER. HE LOVED ALL OUTDOOR ACTIVITIES & HE LOVED PEOPLE. PLEASE CONSIDER HONORING HIM IN THIS WAY.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RENAMING }
SUNNYVIEW PARK TO "QUAILE RAND }
NORTON PARK" IN HONOR AND }
RECOGNITION OF THE LATE MAYOR FOR }
HIS COMMITMENT AND CONTRIBUTIONS }
TO THE CITY OF TURLOCK }
_____ }

RESOLUTION NO. 2014-

WHEREAS, several months ago Mrs. Donna Pierce approached staff with a request to name a City facility after the late Mayor Quaile Norton, in recognition of the many contributions he made to the community; and

WHEREAS, after considering multiple locations and evaluating conformance with City policies and practices, staff, Mrs. Pierce and the late Mayor's widow, Mrs. Norton, mutually identified Sunnyview Park as the recommended project location; and

WHEREAS, on February 12, 2014, the Parks, Recreation and Community Programs Commission was asked to consider renaming Sunnyview Park, "Quaile Rand Norton Park" with a recommendation to City Council; and

WHEREAS, the motion passed unanimously and is now before Council for consideration.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the renaming of Sunnyview Park to "Quaile Rand Norton Park" in honor and recognition of the late Mayor for his commitment and contributions to the City of Turlock.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of March, 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

80

March 11, 2014

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

Prepared by: Nathan Bray, PE
Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 12-35, "Various Road Rehabilitation," is exempt from the provisions of CEQA in accordance with Section 15301

Motion: Awarding bid and approving an agreement in the amount of \$836,841.40 with Teichert Construction, Inc., of Stockton, California, for City Project No. 12-35, "Various Road Rehabilitation"

Resolution: Appropriating \$264,349 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Section 2103 Gas Tax Monies from Fund 217 "Gas Tax Fund" for City Project No. 12-35, "Various Road Rehabilitation," to complete the necessary funding required for the project

2. DISCUSSION OF ISSUE:

On February 18, 2014 Staff received five bids for City Project No. 12-35, "Various Road Rehabilitation." Teichert Construction of Stockton, California, was the lowest responsible bidder with a bid in the amount of \$836,841.40.

Bid Summary:

COMPANY NAME	BID AMOUNT
Teichert Construction, Inc.	\$836,841.40
Knife River Construction	\$893,225.15
George Reed, Inc.	\$956,213.75
Granite Construction	\$1,054,599.00
Chester Bross	\$1,059,395.00

This project utilizes federal funds from the RSTP program that the City receives on an annual basis and will rehabilitate East Main from Canal to Berkeley; Colorado from Canal to Hawkeye; and Fulkerth from Fransil to SR-99. This

project will install a rubberized asphalt overlay and upgrade the access ramps to meet current ADA standards.

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. This funding for this project is comprised of a majority of federal funding (\$659,859) and these funds must be used for this project or the City will forfeit all of these funds.

Strategic Plan Initiative: D) MUNICIPAL INFRASTRUCTURE

Goal(s): a-iv Streets/Roadways – Identify avenues to address current deficiencies (general fund, grants, ballots initiatives, assessment district)

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering & Consultant
\$1,009,700	\$836,841.40	\$83,684.14	\$83,684.14	\$5,462.44

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

- RSTP \$659,859
- Section 2103 Gas Tax Funds \$349,841
 - The Construction Contingency and Construction Engineering & Inspection budgets are estimates. All unused funds will be returned to the Fund 217 "Section 2103 Gas Tax Fund."

When the 2013/14 budget was prepared, Staff estimated using \$85,492 in Section 2103 Gas Tax Funds for matching (to RSTP monies) and costs not covered by federal funds. Staff requests the transfer of \$264,349 in additional Section 2103 Gas Tax Funds from Fund 217 to complete the funding package for this project. The additional Gas Tax Funds sought after have already been approved for a street rehabilitation project and are available to support this request. With the approval of the transfer, sufficient funds will be appropriated in account number 215-40-420.51210 "Various Road Rehabilitation (#12-35)" for the anticipated project cost of \$1,009,700.

No General Fund monies will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

In accordance with 23 CFR 771.117 and based on an examination of this project and supporting information, the State of California Department of Transportation has determined this project does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment or Environmental Impact Statement. This project is categorical exempt under Section 6004 of 23 CFR 771.117(d): activity (d)(1).

This project consists of rehabilitation to an existing roadway that does not involve expansion of use beyond that which currently exists. In accordance with Section 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. Not make a determination in regards to CEQA. Staff does not recommend this alternative as a CEQA determination needs to be made in order move forward with the project.
- B. Reject all bids submitted for this project. Staff does not recommend this alternative because the work needs to be completed and the federal grant funding is available specifically for this project.

CITY OF TURLOCK

BIDDER'S SUMMARY

PROJECT TITLE: Various Road Rehabilitation
 PROJECT NUMBER: 12-35
 BID OPENING: February 18, 2014

ANTICIPATED COUNCIL AWARD DATE: March 11, 2014

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		1		2		3		4		4	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization & Demobilization	LS	1	\$15,000.00	\$15,000.00	\$41,950.00	\$41,950.00	\$66,700.00	\$66,700.00	\$26,000.00	\$26,000.00	\$50,000.00	\$50,000.00	\$78,130.70	\$78,130.70
2	Construction Project Sign	EA	6	\$850.00	\$5,100.00	\$1,000.00	\$6,000.00	\$1,000.00	\$1,000.00	\$3,300.00	\$3,300.00	\$450.00	\$2,700.00	\$950.00	\$5,700.00
3	Soil Disturbance Lead Compliance Plan	LS	1	\$3,500.00	\$3,500.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,700.00	\$1,700.00	\$1,500.00	\$1,500.00
4	Remove Existing Improvements	LS	1	\$47,500.00	\$47,500.00	\$16,500.00	\$16,500.00	\$35,050.00	\$35,050.00	\$17,150.00	\$17,150.00	\$22,000.30	\$22,000.30	\$5,000.00	\$5,000.00
5	Remove Thermoplastic Traffic Stripes/Markings and Pavement Markers	LS	1	\$1,500.00	\$1,500.00	\$12,000.00	\$12,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$11,400.00	\$11,400.00	\$11,385.00	\$11,385.00
6	Clearing and Grubbing	LS	1	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$9,200.00	\$9,200.00	\$6,000.00	\$6,000.00	\$8,300.00	\$8,300.00	\$15,000.00	\$15,000.00
7	Remove Trees	LS	1	\$12,500.00	\$12,500.00	\$5,500.00	\$5,500.00	\$4,700.00	\$4,700.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
8	Earthwork	LS	1	\$21,500.00	\$21,500.00	\$2,900.00	\$2,900.00	\$10,000.00	\$10,000.00	\$6,720.00	\$6,720.00	\$2,500.00	\$2,500.00	\$20,000.00	\$20,000.00
9	Minor Concrete (Sidewalk)	SF	2,905	\$4.25	\$12,346.25	\$6.00	\$17,430.00	\$5.75	\$16,703.75	\$9.40	\$27,307.00	\$12.00	\$34,860.00	\$9.00	\$26,145.00
10	Minor Concrete (Curb and Gutter)	LF	612	\$20.00	\$12,240.00	\$28.00	\$17,136.00	\$35.00	\$21,420.00	\$44.00	\$26,928.00	\$55.00	\$33,660.00	\$40.00	\$24,480.00
11	Pedestrian Refuge Island	LS	1	\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00	\$9,500.00	\$9,500.00	\$7,300.00	\$7,300.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
12	Access Ramp	EA	20	\$780.00	\$15,600.00	\$750.00	\$15,000.00	\$1,025.00	\$20,500.00	\$760.00	\$15,200.00	\$850.00	\$17,000.00	\$4,500.00	\$90,000.00
13	Signaling	SY	19,013	\$1.25	\$23,766.25	\$2.70	\$51,335.10	\$2.70	\$51,335.10	\$1.70	\$32,322.10	\$2.00	\$38,026.00	\$1.00	\$19,013.00
14	216" HMA Leveling Course	TON	250	\$85.00	\$21,250.00	\$40.00	\$10,000.00	\$81.50	\$20,375.00	\$118.00	\$29,500.00	\$110.00	\$27,500.00	\$125.00	\$31,250.00
15	RHMA-G	TON	4,700	\$110.00	\$517,000.00	\$89.00	\$418,300.00	\$89.00	\$413,600.00	\$105.00	\$493,500.00	\$115.00	\$540,500.00	\$100.00	\$470,000.00
16	Adjusting Frames and Covers to Grade (S)	EA	22	\$650.00	\$14,300.00	\$800.00	\$17,600.00	\$575.00	\$12,650.00	\$480.00	\$10,560.00	\$850.00	\$18,700.00	\$850.00	\$18,700.00
17	Adjusting Frames and Covers to Grade (S)	EA	18	\$650.00	\$11,700.00	\$800.00	\$14,400.00	\$575.00	\$10,350.00	\$480.00	\$8,640.00	\$950.00	\$17,100.00	\$850.00	\$15,300.00
18	Adjusting Frames and Covers to Grade (W)	EA	61	\$375.00	\$22,875.00	\$425.00	\$25,925.00	\$470.00	\$28,670.00	\$480.00	\$29,280.00	\$650.00	\$39,650.00	\$850.00	\$51,650.00
19	Adjust Storm Drain Catch Basin to Grade	EA	0	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	Adjust Monument Well to Grade	EA	4	\$375.00	\$1,500.00	\$475.00	\$1,900.00	\$470.00	\$1,880.00	\$480.00	\$1,920.00	\$580.00	\$2,320.00	\$850.00	\$3,400.00
21	Storm Drain Pipe	LF	50	\$50.00	\$2,500.00	\$100.00	\$5,000.00	\$57.00	\$2,850.00	\$217.00	\$10,850.00	\$200.00	\$10,000.00	\$225.00	\$11,250.00
22	Storm Drain Catch Basin	EA	3	\$3,500.00	\$10,500.00	\$3,000.00	\$9,000.00	\$2,400.00	\$7,200.00	\$5,675.00	\$17,025.00	\$6,200.00	\$18,600.00	\$5,000.00	\$15,000.00
23	Storm Drain Manhole	EA	0	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24	Shoring	LS	1	\$5,000.00	\$5,000.00	\$100.00	\$100.00	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00

25	Traffic Signal Detector System	LS	1	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00	\$26,200.00	\$26,200.00	\$26,200.00	\$26,000.00	\$26,000.00	\$26,000.00	\$28,558.00
26	Temporary Traffic Control Plan	LS	1	\$75,000.00	\$75,000.00	\$39,900.00	\$39,900.00	\$33,000.00	\$33,000.00	\$33,000.00	\$74,550.00	\$68,000.00	\$68,000.00	\$40,000.00
27	Temporary Traffic Control Plans-Slate ROW	LS	1	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$10,234.00	\$1,700.00	\$1,700.00	\$8,000.00
28	Minor Concrete (Vertical Curb)	LF	67	\$21.00	\$1,407.00	\$40.00	\$2,680.00	\$53.00	\$3,551.00	\$45.00	\$3,015.00	\$45.00	\$3,015.00	\$4,690.00
29	Shoulder Backfill	LS	1	\$5,500.00	\$5,500.00	\$12,500.00	\$12,500.00	\$8,800.00	\$8,800.00	\$11,000.00	\$11,000.00	\$10,000.00	\$5,000.00	\$5,000.00
30	Install Roadside Sign	EA	13	\$250.00	\$3,250.00	\$250.00	\$250.00	\$235.00	\$3,055.00	\$230.00	\$2,990.00	\$2,115.00	\$2,795.00	\$2,808.00
31	V-Ditch	LS	1	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$4,650.00	\$4,550.00	\$1,200.00	\$1,200.00	\$10,300.00
32	Rebar/Electrolier	EA	2	\$8,250.00	\$12,500.00	\$4,000.00	\$4,000.00	\$5,000.00	\$10,000.00	\$4,800.00	\$9,600.00	\$4,000.00	\$4,000.00	\$8,000.00
33	Detail 23	LF	5,626	\$2.00	\$11,252.00	\$1.10	\$6,189.60	\$1.10	\$6,188.60	\$1.20	\$6,751.20	\$1.00	\$5,676.00	\$6,188.60
34	Detail 38	LF	591	\$1.50	\$886.50	\$1.20	\$709.20	\$1.20	\$709.20	\$1.30	\$768.30	\$1.20	\$709.20	\$709.20
35	Detail 39	LF	4,238	\$1.50	\$6,357.00	\$0.65	\$2,754.70	\$0.65	\$2,754.70	\$0.70	\$2,966.60	\$0.65	\$2,754.70	\$2,754.70
36	Detail 39A	LF	1,012	\$1.25	\$1,265.00	\$0.60	\$607.20	\$0.60	\$607.20	\$0.65	\$657.80	\$0.60	\$607.20	\$607.20
37	Detail 41A	LF	150	\$1.00	\$150.00	\$1.00	\$150.00	\$1.00	\$150.00	\$1.05	\$157.50	\$1.00	\$150.00	\$150.00
38	Detail 40A	LF	85	\$1.00	\$85.00	\$1.00	\$85.00	\$1.00	\$85.00	\$1.05	\$89.25	\$1.00	\$85.00	\$85.00
39	Detail 27B	LF	2,510	\$1.25	\$3,137.50	\$0.50	\$1,255.00	\$0.50	\$1,255.00	\$0.55	\$1,380.50	\$0.50	\$1,255.00	\$1,255.00
40	Detail 19	LF	1,031	\$1.00	\$1,031.00	\$1.00	\$1,031.00	\$1.00	\$1,031.00	\$1.05	\$1,082.55	\$1.00	\$1,031.00	\$1,031.00
41	Detail 10	LF	1,436	\$1.00	\$1,436.00	\$0.50	\$718.00	\$0.50	\$718.00	\$0.55	\$789.80	\$0.50	\$718.00	\$718.00
42	Detail 26	LF	28	\$0.75	\$21.00	\$0.20	\$5.60	\$0.20	\$5.60	\$0.25	\$7.00	\$0.20	\$5.60	\$5.60
43	Detail 33	LF	495	\$0.75	\$326.25	\$1.00	\$435.00	\$1.00	\$435.00	\$1.05	\$456.75	\$1.00	\$435.00	\$435.00
44	12" White Thermoplastic	LF	811	\$3.00	\$2,433.00	\$3.00	\$2,433.00	\$3.00	\$2,433.00	\$3.20	\$2,595.20	\$3.00	\$2,433.00	\$2,433.00
45	12" Yellow Thermoplastic	LF	621	\$3.00	\$1,863.00	\$3.00	\$1,863.00	\$3.00	\$1,863.00	\$3.20	\$1,987.20	\$3.00	\$1,863.00	\$1,863.00
46	Thermoplastic Pavement Markings	SF	940	\$5.00	\$2,820.00	\$5.00	\$4,700.00	\$5.00	\$4,700.00	\$5.30	\$4,992.00	\$5.00	\$4,700.00	\$4,700.00
Total =				\$990,397.75	\$936,841.40	\$893,225.15	\$856,213.75	\$1,054,599.00	\$1,059,396.00					

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 12-35

Various Road Rehabilitation
STPL-5165(067)

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

A. Teichert & Son Inc,
dba Teichert Construction
P.O. Box 1118
Stockton, CA 95201-1118

hereinafter called "Contractor" on this 11th day of March, 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 March 11, 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: demolition of existing hardscape improvements, earthwork, relocation of street lights, construction of minor concrete improvements,

RHMA-G overlay, grinding, storm drain installation, installation of thermoplastic striping, traffic signal detectors 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 notice to contractors, the contractor's accepted proposal, general conditions, 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. 12-35, "Various Road Rehabilitation STPL-5165(067)."**

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 **Eight Hundred Thirty Six Thousand Eight Hundred Forty One and 40/100ths Dollars (\$836,841.40)**. 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 **Sixty (60)** 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 **One Thousand Nine Hundred and no/100ths Dollars (\$1,900.00)** 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. 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 additional insured endorsements (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.

(4) Surety bonds as described below.

(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 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: 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, 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.

(i) 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 20 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. 12-35, "Various Road Rehabilitation STPL-
5165(067),"**" 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. 12-35, "Various Road Rehabilitation STPL-5165(067),"** 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 }
\$264,349 TO ACCOUNT NUMBER 215- }
40.420.51210 "FEDERAL STREET }
PROJECTS" TO BE FUNDED VIA A }
TRANSFER OF SECTION 2103 GAS TAX }
MONIES FROM FUND 217 "GAS TAX }
FUND" FOR CITY PROJECT NO. 12-35, }
"VARIOUS ROAD REHABILITATION," }
TO COMPLETE THE NECESSARY }
FUNDING REQUIRED FOR THE PROJECT }

RESOLUTION NO. 2014-

WHEREAS, The City secured federal RSTP funds for the rehabilitation of East Main Street from Canal Drive to Berkeley Avenue; Colorado Avenue from Canal Drive to Hawkeye Avenue; and Fulkerth Road from Fransil Lane to SR-99; and

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

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

WHEREAS, the Gas Tax Fund is specifically for the use of roadway rehabilitation; and

WHEREAS, these Gas Tax monies are available for use.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$264,349 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Section 2103 Gas Tax Monies from Fund 217 "Gas Tax Fund" for City Project No. 12-35, "Various Road Rehabilitation," to complete the necessary funding required for the project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of March 2014, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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