

City Council Agenda

MARCH 10, 2015

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



Mayor
Gary Soiseth

Council Members

William DeHart, Jr. **Steven Nascimento**
Matthew Jacob **Amy Bublak**
 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 Go Green Week, March 16-20, 2015
- B. Appointment CDBG Grant Selection Committee (Community Members)
- C. Appointment CDBG Grant Selection Committee (Council Representative)
- D. Proclamation: CSU Stanislaus Warriors Women's Soccer – 2014 NCAA West Region Champions

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

B. STAFF UPDATES

- 1. Capital Projects and Building Activity (*Pitcock*)
- 2. Bakken Crude Oil Transportation (*Lohman*)
- 3. Economic Development Update (*Pitt*)

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 2/12/15 in the amount of \$1,013,617.85; Demands of 2/19/15 in the amount of \$633,664.91
- B. Motion: Accepting Minutes of Special Meeting of February 12, 2015; Special Meeting of February 17, 2015; Regular Meeting of February 24, 2015
- C.
 - 1. Motion: Accepting notification of Contract Change Order No. 1 (Final) in the amount of \$8,612.07 (Fund 215) for City Project No. 12-49, "Walnut Rd. Median Improvements," bringing the contract total to \$298,705.07
 - 2. Motion: Accepting improvements for City Project No. 12-49, "Walnut Rd. Median Improvements," and authorizing the City Engineer to file a Notice of Completion
- D.
 - 1. Motion: Accepting notification of Contract Change Order No. 3 (Final) for a credit in the amount of \$9,873.92 (Fund 426) for City Project No. 12-59, "CNG Slow Fill Station Upgrade," bringing the contract total to \$333,657.62
 - 2. Motion: Accepting improvements for City Project No. 12-59, "CNG Slow Fill Station Upgrade," and authorizing the City Engineer to file a Notice of Completion
- E.
 - 1. Motion: Making the determination that City Project No. 15-29, "Turlock Municipal Airport Pole Barn Demolition," is exempt from the provisions of CEQA in accordance with Section 15301
 - 2. Motion: Awarding bid and approving an agreement in the amount of \$3,000 with Modesto Sand and Gravel of Modesto, California, for City Project No. 15-29, "Turlock Municipal Airport Pole Barn Demolition"
- F.
 - 1. Motion: Approving Contract Change Order No. 1 (Final) for a credit in the amount of \$1,388.96 (Fund 410) for City Project No. 14-33, "Storm Drain Improvements on Dianne Drive," bringing the contract total to \$13,871.04
 - 2. Motion: Accepting improvements for City Project No. 14-33, "Storm Drain Improvements on Dianne Drive," and authorizing the City Engineer to file a Notice of Completion
- G. Resolution: Authorizing the filing of an application, acceptance of an allocation of funds, and execution of a grant agreement for Land and Water Conservation Fund, Swanson Centennial Park Development Project
- H. Motion: Approving a maintenance agreement with XC2 Software, LLC to provide software maintenance and support on a Backflow Prevention Program for the Municipal Services Department, for a period of twelve (12) months, in an amount not to exceed \$2,000 annually

-
- I. Resolution: Affirming the City Manager's action of having signed and submitted a letter authorizing the Stanislaus County Department of Environmental Resources to submit a regional application for a Waste Tire Amnesty Grant to the California Department of Resources Recycling and Recovery (CalRecycle) on behalf of the City of Turlock, and authorizing the City Manager to submit future letters of authorization without annual reauthorization
 - J. Resolution: Authorizing the Turlock Fire Department to accept a grant from the United States Department of Homeland Security to pay for two (2) Fire Captains to attend Hazardous Materials Specialist training, in an amount not to exceed \$21,000
 - K. Motion: Rejecting Claim for Damages filed by Veber A. Caetano

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 make the determination that City Project No.15-30, "Emergency Repair of Golf Road," is exempt from the provisions of CEQA in accordance with Section 15301; reaffirm the declaration of emergency made by the City Manager and declare that there is a need to continue with the repair of the embankment, roadway and installation of drainage facilities; award bid and approve an agreement in the amount of \$28,300 with Ross F Carroll, Inc. of Oakdale, CA, for City Project No.15-30, "Emergency Repair of Golf Road"; and appropriate \$38,130 to account number 217-50-511.51270 "Construction Project" to be funded from unappropriated Section 2103 Gas Tax reserves in Fund 217 "Gas Tax" for City Project No. 15-30, "Emergency Repair of Golf Road," to complete the necessary funding required for the project. (*Pitcock*)

Recommended Action:

Motion: Making the determination that City Project No.15-30, "Emergency Repair of Golf Road," is exempt from the provisions of CEQA in accordance with Section 15301

Motion: Reaffirming the declaration of emergency made by the City Manager and declaring that there is a need to continue with the repair of the embankment, roadway and installation of drainage facilities

Motion: Awarding bid and approving an agreement in the amount of \$28,300 with Ross F Carroll, Inc. of Oakdale, CA, for City Project No.15-30, "Emergency Repair of Golf Road"

Resolution: Appropriating \$38,130 to account number 217-50-511.51270 "Construction Project" to be funded from unappropriated Section 2103 Gas Tax reserves in Fund 217 "Gas Tax" for City Project No. 15-30, "Emergency Repair of Golf Road," to complete the necessary funding required for the project

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- B. Request to make the determination that City Project No. 12-53, "Crowell Road Pedestrian Improvements," is exempt from the provisions of CEQA in accordance with Section 15301, and to award bid and approve an agreement with FBD Vanguard Construction in the amount of \$60,014.11 for the project. (*Pitcock*)

Recommended Action:

Motion: Making the determination that City Project No.12-53, "Crowell Road Pedestrian Improvements," is exempt from the provisions of CEQA in accordance with Section 15301

Motion: Awarding bid and approving an agreement in the amount of \$60,014.11 (Fund 217) with FBD Vanguard Construction of Livermore, California, for City Project No.12-53, "Crowell Road Pedestrian Improvements"

- C. Request to authorize Turlock Fire Department to submit a grant application with the United States Department of Homeland Security for staffing for the Adequate Fire and Emergency Response (SAFER) grant to hire line firefighter positions in the amount of \$585,627.16. (*Lohman*)

Recommended Action:

Resolution: Authorizing the Turlock Fire Department to submit a grant application with the United States Department of Homeland Security for staffing for the Adequate Fire and Emergency Response (SAFER) grant to hire line firefighter positions in the amount of \$585,627.16

- D. Request to appoint an existing City of Turlock Committee, from either the CDBG Grants Committee or the Parks, Arts & Recreation Commission, to administer the 2015 Community Grants Program formerly administered by the Convention and Visitors Bureau. (*Pitt*)

Recommended Action:

Option 1

Motion: Appointing the Parks, Arts & Recreation Commission, to administer the 2015 Community Grants Program formerly administered by the Convention and Visitors Bureau

OR

Option 2

Motion: Appointing the CDBG Grants Committee to administer the 2015 Community Grants Program formerly administered by the Convention and Visitors Bureau

- E. Request to authorize the creation and recruitment of a Staff Services Assistant position within the Development Services Department - Building Division through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed. (*Pitcock*)

Resolution: Authorizing the creation and recruitment of a Staff Services Assistant position within the Development Services Department - Building Division through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed

9. **COUNCIL ITEMS FOR FUTURE CONSIDERATION**

10. **COUNCIL COMMENTS**

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

11. **CLOSED SESSION**

A. **Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)**

"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."

Agency Negotiators: Roy W. Wasden/Dave Young

Employee Organization: Turlock Associated Police Officers

12. **ADJOURNMENT**

IN RECOGNITION OF

GO GREEN WEEK

MARCH 16–20, 2015

WHEREAS, the Turlock City Council is committed to partnering with our schools to provide educational enrichment opportunities for Turlock's children; and

WHEREAS, Go Green Week provides an opportunity for students, educators, government, industry, environmental organizations, and residents to work together for a prosperous and sustainable Turlock; and

WHEREAS, Go Green Week will help produce the next generation of engaged citizens, committed to preserving natural resources and enhancing the quality of life in Turlock.

NOW, THEREFORE, I, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire City Council and all our citizens, do hereby proclaim March 16-20, 2015 as "**GO GREEN WEEK**" in Turlock and urge all students, residents, educators, and businesses in Turlock to participate in local educational and celebratory activities.

IN WITNESS WHEREOF, I, GARY SOISETH, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 10th day of March, 2015.

GARY SOISETH, MAYOR
City of Turlock, County of Stanislaus,
State of California

CDBG GRANT SELECTION COMMITTEE

Term Expiration:

December 31, 2015

5 applicants: (Select 5)

Anokeen Varani

Abe Rojas

Jennifer Carter

Gerardo Rodriguez Jr.

Esther Castro

The CDBG Grant Selection Committee screens applications from community groups seeking CDBG grant funds and selects which applicants will receive funding each year. It is estimated the Committee will fund approximately \$50,000 in grants this year.

The filing deadline for applications to serve on the CDBG Community Grant Selection Committee is February 6, 2015 at 5:00 p.m.

RECEIVED

JAN 15 2015

Office of the
City Clerk



ANOKEEN VARANI

156 S. Broadway, Suite 230 | Turlock, California 95380 | phone 209-668-5540 | fax 209-668-5668

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

- Arts Commission
(please include a one page statement of interest and a letter of recommendation)
- Parks, Recreation & Community Commission
- Planning Commission
- Development Collaborative Advisory Committee

_____ Stanislaus County Airport Advisory Committee

_____ Stanislaus County Local Task Force
on Solid Waste

_____ Turlock Mosquito Abatement District Board of Trustees

X **Other: CDBG Grant Selection Committee**

CDBG Grant Selection Committee: If you are appointed by Council to the committee, they will meet all day on March 18, 2015 for the grant selection process.

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

Name: Anokeen Varani

Address: 2000 N. ... Zip Code: _____

Telephone: Home: _____ Work: _____

Do you live within the City limits? yes Are you registered to vote?
no

How long have you lived in Turlock?
10 yrs

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

Occupation: Business owner, Dental Spa

Business Address:
Code:

Zip

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

BA Early Childhood Education

Employment Highlights:

2006 - 2015 Dental Spa, Antoinette Verani DDS

Prior Public Service, if any:

Turlock Education Foundation, Executive Board

Economic Development Task Force

Assyrian Scholarship Competition

Present and past community activities and organizations:

Leadership Turlock Steering Committee

Leadership Turlock Nonprofit Day Chair

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

I have an understanding of the existing nonprofits in Turlock

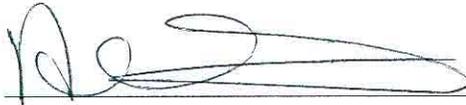
I have dedicated time, money and energy in improving the lives of people around me.

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

Please return to:

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

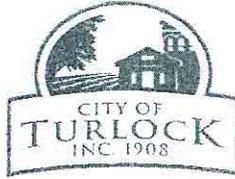
1/13/15



Signature

Date

The filing deadline for applications to serve on the CDBG Community Grant Selection Committee is **February 6, 2015** at 5:00 p.m.



RECEIVED

FEB - 2 2015

Office of the City Clerk FAX 209-668-5668

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

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

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

_____ Stanislaus County Airport Advisory Committee

_____ Parks, Recreation & Community Commission

_____ Stanislaus County Local Task Force on Solid Waste

_____ Planning Commission

_____ Turlock Mosquito Abatement District Board of Trustees

_____ Development Collaborative Advisory Committee

Other: CDBG Grant Selection Committee

CDBG Grant Selection Committee: If you are appointed by Council to the committee, they will meet all day on March 18, 2015 for the grant selection process.

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

Name: ABE ROJAS

Address: _____ Zip Code: _____

Telephone: Home: _____ Work: _____

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

How long have you lived in Turlock? 75 YEARS

Are you, or are you related to, a current City employee? YES If yes, please indicate the person's name and relationship, if not yourself. RAYMOND GARCIA, SON-IN-LAW

Occupation: RETIRED

Business Address: _____ Zip Code: _____

Education (highest school year complete, degrees, etc.): MJD 2 1/2 yrs, Cal Poly, Pomona 1 yr
CSUS, Turlock 2 yrs

Employment Highlights: DIRECTOR PARKS & RECREATION 25 yrs

Prior Public Service, if any: TRUSTEE, Turlock Unified School District 12 1/2 yrs.

TRUSTEE, Yosemite Community College District 22 yrs.

Member, CAL. Community College League of Cities, Legislative Advisory
Committee

Present and past community activities and organizations: SEE ATTACHED LIST

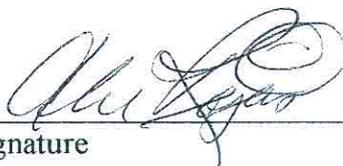
YOUTH, TEENS, ADULTS, SENIOR CITIZENS

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? EDUCATIONAL, GOVERNMENT, AND COMMUNITY ADVOCATE

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

Please return to:

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


Signature

1/29/15
Date

PAST AND CURRENT VOLUNTEER EXPERIENCE - ABE ROJAS

1996 + ELECTED TO THE YOSEMITE COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES:

1. Represented the Board as a member of the Stanislaus County School Board Association Advisory Committee Chair 98 & 99
2. Represent the Board as a Committee Member of the Valley Insurance Program/Joint Power Agency on District excessive insurance
3. Past member of the Advisory Committee on Legislation for the California Community College League of Cities. Chair '03
4. Served as Chair of the Board
5. Certificate of Recognition MJC Americans With Disabilities
6. City of Turlock RDA Oversight Committee
7. City of Hughson RDA Oversight Committee

Member and Past Chair of the Advisory Committee for the Turlock Salvation Army

Member TUSD Strategic Plan Committee

Steering Committee and Day Chair for Higher Education, Leadership Turlock, Turlock Chamber of Commerce

For 10 years sponsored Scholarship at Turlock High School for Mexican-American Student

Member Ad-Hoc Selection Committee, City of Turlock Community Development Block Grants for Charity Organizations (HUD)

Past volunteer Judge for Stanislaus County Office of Education Occupations Olympics

Past member CSUS Athletic Fund Raising Scholarship Committee

Helped organize Turlock High School Advisory Committee on Drug Abuse

Volunteer City of Turlock Play Park Development

Volunteer Coach for Slam & Jam Basketball Program at Modesto Christian School

Leadership Steering Committee Turlock Chamber of Commerce

Past member Hispanic Boarder Leadership Institute

Past member Hispanic Leadership Committee

CPR and First Aid Certificate of Completion

Member of Amateur Softball Association of Umpires

Member of National Softball Association of Umpires

Member of Northern California Officials Association for Basketball and Girls Fast Pitch Softball

Past Member of Sons In Retirement

Volunteer Sober Grad Nite for Turlock & Pitman High Schools

Past Recognition & Honored Contributor THS Annual Election Committee

Distinguished Service as A Member of The Career Presenter Team 5-20-96, Stanislaus County Office of Education

Member of Stanislaus County Senior Softball Association, and Northern California Senior Softball Association

*** My legacy was the coordination and development of Pedretti Softball & Baseball Sports Complex from 1977 to 1982. The site was tumble weeds and puncture vines and through monetary donations, donations of material, three State Recreation State Bonds and, evenings and weekends, a Dream Came True. What once was country is now across the Freeway from the Monte Vista Shopping Center

Softball Field named Abe Rojas at the Turlock Regional Sports Complex

40 years plus Volunteer CSUS Basketball Scoring Table

Hall of Fame Member CSUS for Volunteer Service to Athletic Programs

Member CSUS Presidents Citizens Advisory Committee

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



RECEIVED

OFFICE OF THE CITY CLERK
FEB 28 2015
ADMINISTRATION

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

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

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

Stanislaus County Airport Advisory Committee

Parks, Recreation & Community Commission

Stanislaus County Local Task Force on Solid Waste

Planning Commission

Turlock Mosquito Abatement District Board of Trustees

Development Collaborative Advisory Committee

Other CDBG

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

Name: Jennifer R. Carter

Address: _____ Zip Code: _____

Telephone: Home: (209) Work: (209)

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

How long have you lived in Turlock? 34 years

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

Occupation: Director of Administrative Services, Merced ID

Business Address: _____ Zip Code: C

Education (highest school year complete, degrees, etc.): BA in Criminal Justice from CSU Stanislaus.

Employment Highlights: Poster Farms for 22 years in HR, Risk Management & Investigations. Senior Professional in HR and in charge of all Administration, IT, HR, Risk management at Merced Irrigation District.

Prior Public Service if any: _____

Current Trustee for Turlock USD.

Present and past community activities and organizations: Pitman Band Booster officer, CVA Board member, PTA, Girl Scout Troop Leader, DWTTIS Committee, Soccer coach & many others. Board member of United Way of Merced County.

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

I have a strong business sense and have ability to collaboratively work with all sides to find resolution. Willing to ask the right questions to determine what is best for the City of Turlock.

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

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

Please return to:

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

Jennette R. G.
Signature

12-12-2014
Date

The filing deadline for applications to serve on the CDBG Community Grant Selection Committee is **March 3rd, 2015** at 12:00 p.m.



MAR 3 2015

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

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

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

Stanislaus County Airport Advisory Committee

Parks, Recreation & Community Commission

Stanislaus County Local Task Force on Solid Waste

Planning Commission

Turlock Mosquito Abatement District Board of Trustees

Development Collaborative Advisory Committee

Other: CDBG Grant Selection Committee

CDBG Grant Selection Committee: If you are appointed by Council to the committee, they will meet all day on March 18, 2015 for the grant selection process.

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

Name: Gerardo Rodriguez Jr. (charlie)

Address: _____ Zip Code: _____

Telephone: Home: (209) _____ Work: (209) _____

Do you live within the City limits? Yes Are you registered to vote? (in process)

How long have you lived in Turlock? 1 year

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

Occupation: Minister

Business Address: _____ Zip Code: _____

Education (highest school year complete, degrees, etc.): Leadership Degree (Bethany University)

Employment Highlights: Creating a budget to feed 10,000 individuals on a weekly basis. Graduating 100 individuals with Parenting Certificates (Chris Educational Services)

Prior Public Service, if any: Community Food Bank of San Benito County, Youth Alliance, First 5, Chris Educational Services (Anger management, Parenting, Domestic Violence instructor)

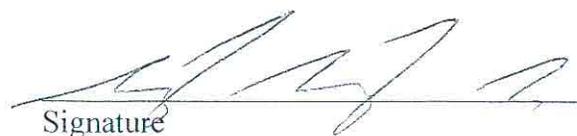
Present and past community activities and organizations: Community Food Bank of San Benito County, L.E.A.D. Management program, Various after school programs

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? Understanding current needs of community through: Integrity, Character, Education and Service.

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

Please return to:

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


Signature

2/26/15
Date

Although, I'm fairly new to Turlock, I do have knowledge with CDBG. During my time with the Community Food Bank of San Benito County I wrote a yearly grant and received funds through CDBG. I understand the process and feel that I can be an asset to the committee if chosen.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'Charlie Rodriguez', written in a cursive style.

Charlie Rodriguez

The filing deadline for applications to serve on the CDBG Community Grant Selection Committee is **March 3rd, 2015** at 12:00 p.m.



MAR 9 2015

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

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

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

Stanislaus County Airport Advisory Committee

Parks, Recreation & Community Commission

Stanislaus County Local Task Force on Solid Waste

Planning Commission

Turlock Mosquito Abatement District Board of Trustees

Development Collaborative Advisory Committee

Other: CDBG Grant Selection Committee

CDBG Grant Selection Committee: If you are appointed by Council to the committee, they will meet all day on March 18, 2015 for the grant selection process.

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

Name: Esther Warda Castro

Address: _____ Zip Code: _____

Telephone: Home: 209- _____ Work: 209- _____

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

How long have you lived in Turlock? 25 years

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

Occupation: Music Instructor

Business Address: _____ Zip Code: _____

Education (highest school year complete, degrees, etc.): Graduate level work
for Master's Degree in Multilingual Education, B.A. in Music

Employment Highlights: Music Teacher, Highlands Academy,
San Bruno CA. Director of Conservatory of Music, Highlands
Academy. Director of Choral Music, Turlock Christian Schools
Choirs have sang for many community events in Turlock & in Stanislaus County
Prior Public Service, if any: _____

Present and past community activities and organizations: Church Choirs
CMEA-Cal. Music Educ. Assoc., Turlock High School Band Booster -
Vice Pres. Turlock Academy of Gymnastics - Booster Officer

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? Experience being director of music events
utilizing budgets to accomplish public performances
and events which benefit the students, their
families and our community as well.

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

Please return to:

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

Erthel Kaida Castro
Signature

3 March 2015
Date

2D

**IN HONOR OF
CSU STANISLAUS WARRIORS WOMEN'S SOCCER
2014 NCAA WEST REGION CHAMPIONS**

WHEREAS, the California State University, Stanislaus Warrior Women's Soccer Team won the 2014 NCAA West Region Championship; and

WHEREAS, 2014 was an exciting, hard-fought, and successful soccer season for the Warriors; and

WHEREAS, special commendation is due all team members, Coach Gabriel Bolton, and Assistant Coaches Jessica Schob, Dave DeHart, Emmett Bennett and Matt Frazee for their achievement of being the first NCAA West Region Champions in program history; and

WHEREAS, the excellent performance, dedication, and commitment of these young women, along with their coaching staff, have proven to be a source of admiration and inspiration to the citizens of Turlock; and

WHEREAS, the team's accomplishments are consistent with Head Coach Bolton's dedication to academic excellence, personal growth, and team unity; and

WHEREAS, our City is proud of the record the Warriors have earned and the fine publicity they have brought to our community by their good sportsmanship and inspired team play; and

WHEREAS, as the Warriors begin a new year of spirited competition, it is fitting that we send our best wishes and encouragement for another successful soccer season.

NOW, THEREFORE, I, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby honor the **California State University, Stanislaus Women's Soccer Team and Coaching Staff** for their outstanding achievement and commend them for their exceptional display of sportsmanship and leadership.

IN WITNESS WHEREOF, I, GARY SOISETH, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 10th day of March, 2015.

GARY SOISETH, MAYOR
City of Turlock, County of Stanislaus,
State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
DEMANDS OF 2/12/15 IN THE AMOUNT }
OF \$1,013,617.85; DEMANDS OF 2/19/15 }
IN THE AMOUNT OF \$633,664.91 }
_____ }

RESOLUTION NO. 2015-

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:
2/12/15	\$1,013,617.85
2/19/15	\$633,664.91

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of February, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City of Turlock

Payment Register

From Payment Date: 2/6/2015 - To Payment Date: 2/12/2015

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
101037	02/12/2015	Open			Cash Account	ADVANCED PUBLIC SAFETY	\$4,249.20		
		Paying Fund			110.11000 (Cash)				
		Amount							
101038	02/12/2015	Open			Cash Account	AFLAC	\$5,500.49		
		Paying Fund			104.11000 (Cash)				
		Amount							
101039	02/12/2015	Open			Cash Account	AFLAC GROUP INSURANCE	\$5,419.11		
		Paying Fund			104.11000 (Cash)				
		Amount							
101040	02/12/2015	Open			Cash Account	AIRGAS NCN	\$772.18		
		Paying Fund			410.11000 (Cash)				
		Amount							
101041	02/12/2015	Open			Cash Account	AT&T/SBC	\$67.59		
		Paying Fund			110.11000 (Cash)				
		Amount							
101042	02/12/2015	Open			Cash Account	CENTRAL SANITARY SUPPLY	\$371.85		
		Paying Fund			410.11000 (Cash)				
		Amount							
101043	02/12/2015	Open			Cash Account	CENTRAL VALLEY CONCRETE	\$273.51		
		Paying Fund			410.11000 (Cash)				
		Amount							
101044	02/12/2015	Open			Cash Account	CHARTER COMMUNICATIONS	\$103.91		
		Paying Fund			410.11000 (Cash)				
		Amount							
101045	02/12/2015	Open			Cash Account	CINCINNATI LIFE INS INC	\$711.56		
		Paying Fund			110.11000 (Cash)				
		Amount							
101046	02/12/2015	Open			Cash Account	COMBINED BENEFITS ADMIN C	\$124,630.39		
		Paying Fund			410.11000 (Cash)				
		Amount							
101047	02/12/2015	Open			Cash Account	COMBINED BENEFITS ADMIN-	\$4,570.15		
		Paying Fund			511.11000 (Cash)				
		Amount							
101048	02/12/2015	Open			Cash Account	COMBINED BENEFITS ADMIN/	\$1,169.62		
		Paying Fund			511.11000 (Cash)				
		Amount							
101049	02/12/2015	Open			Cash Account	COMBINED BENEFITS ADMIN=	\$132,417.34		
		Paying Fund			511.11000 (Cash)				
		Amount							

Payment Register

From Payment Date: 2/6/2015 - To Payment Date: 2/12/2015

Paying Fund	Cash Account	Amount
101050	511 - Health Care 02/12/2015 Open Paying Fund	\$132,417.34 COUNTRY FORD TRUCKS INC Amount \$785.00
101051	410 - WATER QUALITY CONTROL (WQC) 426 - Transit - Fixed Route 02/12/2015 Open Paying Fund	\$784.75 \$0.25 CUMMINS PACIFIC LLC Amount \$176.44
101052	217 - Streets - Gas Tax 02/12/2015 Open Paying Fund	\$176.44 CWEA Amount \$183.00
101053	410 - WATER QUALITY CONTROL (WQC) 02/12/2015 Open Paying Fund	\$183.00 D C VIENT INC Amount \$4,500.00
101054	305 - Capital Facility Fees 02/12/2015 Open Paying Fund	\$4,500.00 DAVIDSON'S TRAINING Amount \$500.00
101055	420 - WATER 02/12/2015 Open Paying Fund	\$500.00 DEPT RESOURCE RECYCLING & RECOVERY Amount \$46.20
101056	204 - AB 939 Integrated Waste Mgmt 02/12/2015 Open Paying Fund	\$46.20 DOWNTOWN FORD SALES INC Amount \$23,266.25
101057	241 - Asset Replacement 02/12/2015 Open Paying Fund	\$23,266.25 ECONOMIC & PLANNING INC Amount \$2,332.50
101058	110 - General Fund 305 - Capital Facility Fees 02/12/2015 Open Paying Fund	\$1,062.50 \$1,270.00 EDWARDS, TROY J Amount \$2,016.00
101059	110 - General Fund 02/12/2015 Open Paying Fund	\$2,016.00 EQUIFAX Amount \$24.33
101060	255 - CDBG 02/12/2015 Open Paying Fund	\$24.33 FASTENAL COMPANY INC Amount \$117.10
101061	410 - WATER QUALITY CONTROL (WQC) 02/12/2015 Open Paying Fund	\$117.10 FRAZIER MASONRY CORP Amount \$6,020.10
101062	305 - Capital Facility Fees 02/12/2015 Open Paying Fund	\$6,020.10 GCR TIRES & SERVICE Amount \$1,964.19

Payment Register

From Payment Date: 2/6/2015 - To Payment Date: 2/12/2015

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$804.85
405 - Building	405.11000 (Cash)	\$19.36
505 - Fleet	505.11000 (Cash)	\$19.37
02/12/2015	Accounts Payable	
101073	LEHIGH HANSON INC	\$132.19
Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	\$132.19
02/12/2015	Accounts Payable	
101074	LIEBERT CASSIDY & WHITMORE	\$1,500.00
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$1,500.00
02/12/2015	Accounts Payable	
101075	MACHADO BACKHOE INC	\$2,750.00
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$2,750.00
02/12/2015	Accounts Payable	
101076	MOTION INDUSTRIES INC - CA82	\$64.89
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$64.89
02/12/2015	Accounts Payable	
101077	NAPA AUTO PARTS	\$141.46
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$37.30
420 - WATER	420.11000 (Cash)	\$64.91
426 - Transit - Fixed Route	426.11000 (Cash)	\$39.25
02/12/2015	Accounts Payable	
101078	NEXT LEVEL PARTS INC	\$151.86
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$102.38
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$16.55
426 - Transit - Fixed Route	426.11000 (Cash)	\$32.93
02/12/2015	Accounts Payable	
101079	NITRO SOFTWARE, INC	\$2,759.60
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$2,125.37
405 - Building	405.11000 (Cash)	\$48.66
502 - Engineering	502.11000 (Cash)	\$585.57
02/12/2015	Accounts Payable	
101080	O'REILLY AUTO PARTS	\$32.29
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$32.29
02/12/2015	Accounts Payable	
101081	OMNI-MEANS INC	\$18,898.95
Paying Fund	Cash Account	Amount
305 - Capital Facility Fees	305.11000 (Cash)	\$18,898.95
02/12/2015	Accounts Payable	
101082	P G & E	\$280.08
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$280.08
02/12/2015	Accounts Payable	
101083	PAUL'S PAINT COMPANY	\$148.05
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$148.05

Payment Register

From Payment Date: 2/6/2015 - To Payment Date: 2/12/2015

Accounts Payable PLATT ELECTRIC SUPPLY \$1,414.78

Account Number	Payment Date	Open	Paying Fund	Cash Account	Accounts Payable	Amount
101084	02/12/2015	Open	110 - General Fund	110.11000 (Cash)	PROTECH SECURITY/ELEC INC	\$16.53
			205 - Sports Facilities	205.11000 (Cash)		\$370.34
			246 - Landscape Assessment	246.11000 (Cash)		\$769.46
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$174.32
			420 - WATER	420.11000 (Cash)		\$67.60
			505 - Fleet	505.11000 (Cash)		\$16.53
101085	02/12/2015	Open	Paying Fund	Cash Account	Accounts Payable	\$70.00
101086	02/12/2015	Open	Paying Fund	Cash Account	Accounts Payable	\$70.00
			110 - General Fund	110.11000 (Cash)	PROVOST AND PRITCHARD ENGINEERING GROUP	\$2,902.20
101087	02/12/2015	Open	Paying Fund	Cash Account	Accounts Payable	\$365.93
			420 - WATER	420.11000 (Cash)	R & B COMPANY	\$740.33
101088	02/12/2015	Open	Paying Fund	Cash Account	Accounts Payable	\$740.33
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	RANDIK PAPER CO	\$365.93
101089	02/12/2015	Open	Paying Fund	Cash Account	Accounts Payable	\$740.33
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	RAY MORGAN COMPANY	\$3,547.03
101090	02/12/2015	Open	Paying Fund	Cash Account	Accounts Payable	\$7,167.83
			110 - General Fund	110.11000 (Cash)	RECOLOGY GROVER	\$2,650.94
			205 - Sports Facilities	205.11000 (Cash)		\$15.27
			217 - Streets - Gas Tax	217.11000 (Cash)		\$2.30
			246 - Landscape Assessment	246.11000 (Cash)		\$2.31
			405 - Building	405.11000 (Cash)		\$36.06
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$365.97
			420 - WATER	420.11000 (Cash)		\$66.56
			502 - Engineering	502.11000 (Cash)		\$407.62
101091	02/12/2015	Open	Paying Fund	Cash Account	Accounts Payable	\$7,167.83
			228 - Park Development Tax	228.11000 (Cash)	SAFE-T-LITE CO INC	\$7,167.83
101092	02/12/2015	Open	Paying Fund	Cash Account	Accounts Payable	\$3,654.90
			110 - General Fund	110.11000 (Cash)	SAFETY-KLEEN CORPORATION	\$148.80
101093	02/12/2015	Open	Paying Fund	Cash Account	Accounts Payable	\$11,167.61
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	SIEMENS INDUSTRY INC	\$148.80
101094	02/12/2015	Open	Paying Fund	Cash Account	Accounts Payable	\$11,167.61
			216 - Streets - Local Transportation	216.11000 (Cash)	SIERRA CHEMICAL CO	\$6,720.50

Payment Register

From Payment Date: 2/6/2015 - To Payment Date: 2/12/2015

Paying Fund	Cash Account	Amount
101095	410 - WATER QUALITY CONTROL (WQC) 02/12/2015 Open	\$6,720.50
	Accounts Payable	
	SOUTHWEST SCHOOL &	\$280.34
101096	270 - Recreation Grants 02/12/2015 Open	\$280.34
	Accounts Payable	
	STANISLAUS CO ENV RES	\$9,883.68
101097	204 - AB 939 Integrated Waste Mgmt 02/12/2015 Open	\$9,883.68
	Accounts Payable	
	T I D	\$150,030.66
101098	110 - General Fund 216 - Streets - Local Transportation 410 - WATER QUALITY CONTROL (WQC) 420 - WATER	\$5,094.72 \$3,108.76 \$117,785.47 \$24,041.71
	Accounts Payable	
	TAYLOR BACKHOE SERVICE, INC.	\$1,169.44
101099	426 - Transit - Fixed Route 02/12/2015 Open	\$1,169.44
	Accounts Payable	
	THE SHALLECK COLLABORATIVE INC	\$4,808.75
101100	240 - Small Equipment Replacement 02/12/2015 Open	\$4,808.75
	Accounts Payable	
	TOWNSEND PUBLIC AFFAIRS INC	\$5,000.00
101101	410 - WATER QUALITY CONTROL (WQC) 420 - WATER	\$2,500.00 \$2,500.00
	Accounts Payable	
	TURLOCK SCAVENGER CO INC	\$400,000.00
101102	110 - General Fund 02/12/2015 Open	\$400,000.00
	Accounts Payable	
	UTILITY TELEPHONE, INC.	\$62.78
101103	110 - General Fund 02/12/2015 Open	\$62.78
	Accounts Payable	
	VISION SERVICE PLAN CA	\$3,522.23
101104	511 - Health Care 02/12/2015 Open	\$3,522.23
	Accounts Payable	
	WALKER ASSOC INC, LARRY	\$2,440.00
101105	410 - WATER QUALITY CONTROL (WQC) 02/12/2015 Open	\$2,440.00
	Accounts Payable	
	WEST COAST SAND & GRAVEL	\$1,678.95
101106	205 - Sports Facilities 02/12/2015 Open	\$1,678.95
	Accounts Payable	
	WEST STEEL & PLASTIC	\$356.83
101106	410 - WATER QUALITY CONTROL (WQC) 420 - WATER	\$146.48 \$210.35

Payment Register

From Payment Date: 2/6/2015 - To Payment Date: 2/12/2015

Check Number	Check Date	Check Status	Check Account	Payee	Amount
101121	02/12/2015	Open	Cash Account	REID, RON	\$60.00
			110 - General Fund		\$60.00
101122	02/12/2015	Open	Accounts Payable	RIBEIRO, MANUEL	\$10.00
			110 - General Fund		\$10.00
101123	02/12/2015	Open	Accounts Payable	RIVERSIDE COUNTY SHERIFF/BEN CLARK TRAINING CENTER	\$331.00
			110 - General Fund		\$331.00
101124	02/12/2015	Open	Accounts Payable	SANGHEZ, CANDELANIA	\$76.00
			110 - General Fund		\$76.00
101125	02/12/2015	Open	Accounts Payable	SEATON, ALAN	\$3,160.00
			511 - Health Care		\$3,160.00
101126	02/12/2015	Open	Accounts Payable	SOUSA, MARY	\$152.00
			110 - General Fund		\$152.00
101127	02/12/2015	Open	Accounts Payable	STAPLER, MICHAEL	\$620.00
			110 - General Fund		\$620.00
101128	02/12/2015	Open	Accounts Payable	SURINDER, JOHAL	\$660.00
			110 - General Fund		\$660.00
101129	02/12/2015	Open	Accounts Payable	THREE KINGS PROPERTIES LLC	\$3,630.00
			110 - General Fund		\$3,630.00
101130	02/12/2015	Open	Accounts Payable	TOSTA, JASON	\$216.00
			110 - General Fund		\$216.00
Type Check Totals:					
AP - Accounts Payable Totals					
					\$1,013,617.85

Type Check Totals:

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	\$1,013,617.85	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	94	\$1,013,617.85	\$0.00

All Status Count Transaction Amount Reconciled Amount

Payment Register

From Payment Date: 2/6/2015 - To Payment Date: 2/12/2015

Open	94	\$1,013,617.85	\$0.00
Reconciled	0	\$0.00	\$0.00
Voided	0	\$0.00	\$0.00
Stopped	0	\$0.00	\$0.00
Total	94	\$1,013,617.85	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	\$1,013,617.85	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	94	\$1,013,617.85	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	\$1,013,617.85	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	94	\$1,013,617.85	\$0.00

Payment Register

From Payment Date: 2/13/2015 - To Payment Date: 2/19/2015

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
101131	02/18/2015	Open			Utility Management Refund	AZIZ, JOHN	\$1,524.92		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)				\$1,524.92	
101132	02/18/2015	Open			Utility Management Refund	BLUE MOUNTAIN AIR	\$26.49		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)				\$26.49	
101133	02/18/2015	Open			Utility Management Refund	BROWN, MILTON, D	\$73.15		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)				\$73.15	
101134	02/18/2015	Open			Utility Management Refund	CENTRAL VALLEY PROP MGMT	\$36.05		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)				\$36.05	
101135	02/18/2015	Open			Utility Management Refund	COLE, VIRGINIA, M	\$17.48		
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)				\$17.48	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$0.95	
	420 - WATER			420.11000 (Cash)				\$15.38	
101136	02/18/2015	Open			Utility Management Refund	DONALDSON, LANCE	\$128.85		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)				\$128.85	
101137	02/18/2015	Open			Utility Management Refund	GREG NUNES REALTY	\$132.06		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)				\$132.06	
101138	02/18/2015	Open			Utility Management Refund	HENSLEY, MADISSON, D	\$126.30		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)				\$126.30	
101139	02/18/2015	Open			Utility Management Refund	HERNANDEZ, JUAN, SANCHEZ	\$158.39		
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)				\$4.18	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$4.83	
	420 - WATER			420.11000 (Cash)				\$149.38	
101140	02/18/2015	Open			Utility Management Refund	KELLY, TERI	\$148.12		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)				\$148.12	

Payment Register

From Payment Date: 2/13/2015 - To Payment Date: 2/19/2015

Account Number	Payment Date	Open	Utility Management Refund	Person Name	Amount
101141	02/18/2015	Open	420 - WATER		\$148.12
			Utility Management Refund	KISNER, DALE	\$78.63
101142	02/18/2015	Open	110 - General Fund	PARK, SOO	\$99.75
			Utility Management Refund		\$43.44
101143	02/18/2015	Open	420 - WATER	PARKSIDE MANAGEMENT	\$217.54
			Utility Management Refund	PEYOUR, NINEF	\$114.13
101144	02/18/2015	Open	420 - WATER	RAKKAR, MANJOT	\$143.69
			Utility Management Refund		\$37.03
101145	02/18/2015	Open	110 - General Fund	ROSS, TRAVIS	\$226.09
			Utility Management Refund	THOUKIS, GERARD	\$162.55
101146	02/18/2015	Open	420 - WATER	TOMA, KLOUDIA	\$146.71
			Utility Management Refund		
101147	02/18/2015	Open	420 - WATER	TORRES, COLBY	
			Utility Management Refund		
101148	02/18/2015	Open	420 - WATER		
			Utility Management Refund		
101149	02/18/2015	Open	420 - WATER		
			Utility Management Refund		
101150	02/18/2015	Open	420 - WATER		
			Utility Management Refund		

Payment Register

From Payment Date: 2/13/2015 - To Payment Date: 2/19/2015

Account Number	Payment Date	Payment Type	Vendor Name	Account	Amount
101151	02/18/2015	Open	UTILITY MANAGEMENT TURM INVESTMENTS LLC	420.11000 (Cash)	\$146.71
				Cash Account	
				420.11000 (Cash)	\$53.62
101152	02/18/2015	Open	UTILITY MANAGEMENT WELCH, GRADY	420.11000 (Cash)	\$147.47
				Cash Account	
				420.11000 (Cash)	\$141.87
101153	02/18/2015	Open	UTILITY MANAGEMENT ZHU, ZHIFAN	420.11000 (Cash)	\$79.76
				Cash Account	
				420.11000 (Cash)	\$141.87
101154	02/19/2015	Open	ACCOUNTS PAYABLE A & A PORTABLES INC	420.11000 (Cash)	\$79.76
				Cash Account	
				420.11000 (Cash)	\$79.76
101155	02/19/2015	Open	ACCOUNTS PAYABLE AT&T/SBC	246.11000 (Cash)	\$32.29
				Cash Account	
				110.11000 (Cash)	\$32.29
101156	02/19/2015	Open	ACCOUNTS PAYABLE BALSWICK'S TIRE SHOP INC	110.11000 (Cash)	\$1,057.30
				Cash Account	
				110.11000 (Cash)	\$1,057.30
101157	02/19/2015	Open	ACCOUNTS PAYABLE BLX GROUP LLC	110.11000 (Cash)	\$2,250.00
				Cash Account	
				621.11000 (Cash)	\$2,250.00
101158	02/19/2015	Open	ACCOUNTS PAYABLE BURTON'S FIRE APPARATUS	621.11000 (Cash)	\$24,351.51
				Cash Account	
				110.11000 (Cash)	\$24,351.51
101159	02/19/2015	Open	ACCOUNTS PAYABLE CAB AIR SYSTEMS INC.	110.11000 (Cash)	\$1,303.39
				Cash Account	
				110.11000 (Cash)	\$1,303.39
101160	02/19/2015	Open	ACCOUNTS PAYABLE CAPPO	110.11000 (Cash)	\$130.00
				Cash Account	
				410.11000 (Cash)	\$130.00
101161	02/19/2015	Open	ACCOUNTS PAYABLE CHARTER COMMUNICATIONS	410.11000 (Cash)	\$613.99
				Cash Account	
				110.11000 (Cash)	\$49.99
				410.11000 (Cash)	\$110.00
				501.11000 (Cash)	\$454.00
101162	02/19/2015	Open	ACCOUNTS PAYABLE CLARK PEST CONTROL INC	501.11000 (Cash)	\$3,261.00
				Cash Account	
				217.11000 (Cash)	\$469.00
				410.11000 (Cash)	\$2,517.00
				420.11000 (Cash)	\$275.00

Payment Register

From Payment Date: 2/13/2015 - To Payment Date: 2/19/2015

101173	420 - WATER	02/19/2015	Open	420.11000 (Cash)	Accounts Payable	JUSTUS LAWNMOWER SHOP INC	\$468.18	\$659.67
	Paying Fund			Cash Account			Amount	
101174	205 - Sports Facilities	02/19/2015	Open	205.11000 (Cash)	Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.	\$659.67	\$584.48
	Paying Fund			Cash Account			Amount	
101175	110 - General Fund	02/19/2015	Open	110.11000 (Cash)	Accounts Payable	LANGUAGE LINE SERVICES	\$91.12	\$18.27
	Paying Fund			Cash Account			Amount	
101176	240 - Small Equipment Replacement	02/19/2015	Open	240.11000 (Cash)	Accounts Payable	LITTLER MENDELSON P.C.	\$493.36	\$177.00
	Paying Fund			Cash Account			Amount	
101177	512 - Casualty Insurance	02/19/2015	Open	512.11000 (Cash)	Accounts Payable	LONG, ROBERT	\$177.00	\$1,750.00
	Paying Fund			Cash Account			Amount	
101178	512 - Casualty Insurance	02/19/2015	Open	512.11000 (Cash)	Accounts Payable	MELLO TRANSMISSION CO INC	\$1,750.00	\$1,759.02
	Paying Fund			Cash Account			Amount	
101179	110 - General Fund	02/19/2015	Open	110.11000 (Cash)	Accounts Payable	MGT OF AMERICA INC	\$1,759.02	\$4,600.00
	Paying Fund			Cash Account			Amount	
101180	110 - General Fund	02/19/2015	Open	110.11000 (Cash)	Accounts Payable	MISSION LINEN SUPPLY INC	\$4,600.00	\$2,961.74
	Paying Fund			Cash Account			Amount	
	110 - General Fund			110.11000 (Cash)			\$735.67	
	205 - Sports Facilities			205.11000 (Cash)			\$81.88	
	217 - Streets - Gas Tax			217.11000 (Cash)			\$106.17	
	246 - Landscape Assessment			246.11000 (Cash)			\$208.02	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,266.78	
	420 - WATER			420.11000 (Cash)			\$156.92	
	505 - Fleet			505.11000 (Cash)			\$406.30	
101181	02/19/2015	Open			Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.		\$771.32
	Paying Fund			Cash Account			Amount	
101182	110 - General Fund	02/19/2015	Open	110.11000 (Cash)	Accounts Payable	NAPA AUTO PARTS	\$771.32	\$55.86
	Paying Fund			Cash Account			Amount	
	110 - General Fund			110.11000 (Cash)			\$6.44	
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			\$6.39	
	426 - Transit - Fixed Route			426.11000 (Cash)			\$43.03	
101183	02/19/2015	Open			Accounts Payable	OMNI-MEANS INC		\$22,612.19
	Paying Fund			Cash Account			Amount	

Payment Register

From Payment Date: 2/13/2015 - To Payment Date: 2/19/2015

101184	305 - Capital Facility Fees	02/19/2015	Open	Accounts Payable	P G & E	\$22,612.19	\$11,273.60
	Paying Fund			Cash Account		Amount	
	110 - General Fund			110.11000 (Cash)		\$8,672.82	
	217 - Streets - Gas Tax			217.11000 (Cash)		\$8.65	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$307.76	
	426 - Transit - Fixed Route			426.11000 (Cash)		\$2,114.36	
	505 - Fleet			505.11000 (Cash)		\$170.01	
101185	02/19/2015	Open	Accounts Payable	PACE SUPPLY CORPORATION		\$335.79	
	Paying Fund			Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$335.79	
101186	02/19/2015	Open	Accounts Payable	PATRIAS ELEC CONT, DARRAL		\$287.00	
	Paying Fund			Cash Account		Amount	
	305 - Capital Facility Fees			305.11000 (Cash)		\$287.00	
101187	02/19/2015	Open	Accounts Payable	PIRES, LIPOMI & NAVARRO ARCHITECTS		\$41,522.60	
	Paying Fund			Cash Account		Amount	
	426 - Transit - Fixed Route			426.11000 (Cash)		\$41,522.60	
101188	02/19/2015	Open	Accounts Payable	PRESORT CTR STOCKTON INC		\$9,303.24	
	Paying Fund			Cash Account		Amount	
	110 - General Fund			110.11000 (Cash)		\$3,101.08	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,101.08	
	420 - WATER			420.11000 (Cash)		\$3,101.08	
101189	02/19/2015	Open	Accounts Payable	PRIME SHINE INC		\$35.00	
	Paying Fund			Cash Account		Amount	
	110 - General Fund			110.11000 (Cash)		\$35.00	
101190	02/19/2015	Open	Accounts Payable	RAY'S RADIO SHOP INC		\$3,330.10	
	Paying Fund			Cash Account		Amount	
	240 - Small Equipment Replacement			240.11000 (Cash)		\$3,330.10	
101191	02/19/2015	Open	Accounts Payable	ROMEO MEDICAL CLINIC		\$840.00	
	Paying Fund			Cash Account		Amount	
	110 - General Fund			110.11000 (Cash)		\$444.00	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$297.00	
	505 - Fleet			505.11000 (Cash)		\$99.00	
101192	02/19/2015	Open	Accounts Payable	T I D		\$37,363.71	
	Paying Fund			Cash Account		Amount	
	110 - General Fund			110.11000 (Cash)		\$5,767.25	
	216 - Streets - Local Transportation			216.11000 (Cash)		\$24,418.80	
	256 - Stanislaus Housing Consortia			256.11000 (Cash)		\$34.54	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$5,249.50	
	420 - WATER			420.11000 (Cash)		\$1,893.62	
101193	02/19/2015	Open	Accounts Payable	TBA AUTO PARTS		\$3,245.21	
	Paying Fund			Cash Account		Amount	
	110 - General Fund			110.11000 (Cash)		\$1,510.65	

Payment Register

From Payment Date: 2/13/2015 - To Payment Date: 2/19/2015

205 - Sports Facilities	205.11000 (Cash)		\$66.95
217 - Streets - Gas Tax	217.11000 (Cash)		\$31.25
246 - Landscape Assessment	246.11000 (Cash)		\$38.17
405 - Building	405.11000 (Cash)		\$7.53
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$930.22
420 - WATER	420.11000 (Cash)		\$249.08
425 - Transit - Dial-A-Ride	425.11000 (Cash)		\$54.34
426 - Transit - Fixed Route	426.11000 (Cash)		\$320.68
502 - Engineering	502.11000 (Cash)		\$36.34
101194	02/19/2015 Open	Accounts Payable	\$60,677.50
	Paying Fund	TEICHERT CONSTRUCTION INC	Amount
215 - Streets - Grant Funded Projects	215.11000 (Cash)		\$60,677.50
101195	02/19/2015 Open	Accounts Payable	\$180.00
	Paying Fund	TURLOCK JOURNAL	Amount
110 - General Fund	110.11000 (Cash)		\$180.00
101196	02/19/2015 Open	Accounts Payable	\$200,000.00
	Paying Fund	TURLOCK SCAVENGER CO INC	Amount
110 - General Fund	110.11000 (Cash)		\$200,000.00
101197	02/19/2015 Open	Accounts Payable	\$51,740.22
	Paying Fund	US BANK-VISA	Amount
110 - General Fund	110.11000 (Cash)		\$23,503.89
204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)		\$1,166.33
205 - Sports Facilities	205.11000 (Cash)		\$3,253.43
216 - Streets - Local Transportation	216.11000 (Cash)		\$982.82
217 - Streets - Gas Tax	217.11000 (Cash)		\$1,172.80
225 - Transportation Tax	225.11000 (Cash)		\$526.29
226 - Traffic Tax	226.11000 (Cash)		\$368.16
246 - Landscape Assessment	246.11000 (Cash)		\$2,225.15
266 - Police Services Grants	266.11000 (Cash)		\$4,255.72
270 - Recreation Grants	270.11000 (Cash)		\$1,570.86
405 - Building	405.11000 (Cash)		\$64.58
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$9,065.93
420 - WATER	420.11000 (Cash)		\$1,423.31
425 - Transit - Dial-A-Ride	425.11000 (Cash)		\$19.40
426 - Transit - Fixed Route	426.11000 (Cash)		\$1,378.10
502 - Engineering	502.11000 (Cash)		\$741.95
602 - Downtown Improvement Project	602.11000 (Cash)		\$21.50
101198	02/19/2015 Open	Accounts Payable	\$574.02
	Paying Fund	VAN DE POL ENTERPRISE INC	Amount
110 - General Fund	110.11000 (Cash)		\$574.02
101199	02/19/2015 Open	Accounts Payable	\$17,680.02
	Paying Fund	ZALREICH CHEMICAL CO INC	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$17,680.02
101200	02/19/2015 Open	Accounts Payable	\$1,280.89
	Paying Fund	ZAP MFG INC	Amount

Payment Register

From Payment Date: 2/13/2015 - To Payment Date: 2/19/2015

Paying Fund		Cash Account	Amount
101201	225 - Transportation Tax	225.11000 (Cash)	\$1,280.89
	02/19/2015 Open	Accounts Payable ANJOS, FRANK	\$80.00
101202	110 - General Fund	110.11000 (Cash)	\$513.30
	02/19/2015 Open	Accounts Payable AYRES HOTEL AND SPA MORENO VALLEY	\$513.30
101203	110 - General Fund	110.11000 (Cash)	\$513.30
	02/19/2015 Open	Accounts Payable AYRES HOTEL AND SPA MORENO VALLEY	\$513.30
101204	110 - General Fund	110.11000 (Cash)	\$18.00
	02/19/2015 Open	Accounts Payable BALCOM, DON	\$18.00
101205	203 - Animal Fee Forfeiture	203.11000 (Cash)	\$1,800.00
	02/19/2015 Open	Accounts Payable CSTI	\$1,800.00
101206	265 - Fire Department Grants	265.11000 (Cash)	\$118.00
	02/19/2015 Open	Accounts Payable DHAMI, JESSIE	\$118.00
101207	110 - General Fund	110.11000 (Cash)	\$907.92
	02/19/2015 Open	Accounts Payable DISNEYLAND HOTEL	\$907.92
101208	110 - General Fund	110.11000 (Cash)	\$45.00
	02/19/2015 Open	Accounts Payable DISNEYLAND HOTEL	\$45.00
101209	110 - General Fund	110.11000 (Cash)	\$492.61
	02/19/2015 Open	Accounts Payable EDDY, SARAH	\$492.61
101210	110 - General Fund	110.11000 (Cash)	\$5,500.00
	02/19/2015 Open	Accounts Payable HARRIS BUILDERS INC.	\$5,500.00
101211	110 - General Fund	110.11000 (Cash)	\$120.00
	02/19/2015 Open	Accounts Payable HERNANDEZ, DOMINIC	\$120.00
101212	110 - General Fund	110.11000 (Cash)	\$318.06
	02/19/2015 Open	Accounts Payable HOLIDAY INN EXPRESS NAPA VALLEY - AMERICAN CANYON	\$318.06
101213	110 - General Fund	110.11000 (Cash)	\$318.06
	02/19/2015 Open	Accounts Payable HOLIDAY INN EXPRESS NAPA VALLEY - AMERICAN CANYON	\$318.06

Payment Register

From Payment Date: 2/13/2015 - To Payment Date: 2/19/2015

All	Status	Count	Transaction Amount	Reconciled Amount
Total		90	\$633,664.91	\$0.00
	Open	90	\$633,664.91	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	90	\$633,664.91	\$0.00

5B1

FEBRUARY 12, 2015
7:00 a.m.
War Memorial
247 E. Canal, Turlock, California



DRAFT

MINUTES
Special Meeting

-
1. **CALL TO ORDER** - Mayor Soiseth called the meeting to order at approximately 7:30 a.m.
PRESENT: Councilmembers Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Gary Soiseth.
ABSENT: Councilmember Amy Bublak

 2. **PUBLIC PARTICIPATION:** None.

 3. **PRESENTATION:**

Mayor Soiseth presented the State of the City Address.

City of Turlock employee Dan Louis spoke regarding roads and transportation infrastructure in the State of California.

 4. **ADJOURNMENT:**

Mayor Soiseth adjourned the meeting at 8:01a.m.

RESPECTFULLY SUBMITTED

Stacey Tonarelli
Deputy City Clerk



DRAFT



FEBRUARY 17, 2015
 6:00 p.m.
 City of Turlock Yosemite Room
 156 S. Broadway, Turlock, California

MINUTES
 Special Meeting
 Turlock City Council

1. A. **CALL TO ORDER** –Mayor Soiseth called the meeting to order at 6:00 p.m.
 PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento,
 and Mayor Soiseth.
 ABSENT: None

B. SALUTE TO THE FLAG

2. PUBLIC PARTICIPATION:

3. **ROADWAYS, INTERCHANGES AND CORRIDORS DISCUSSION** – Council will receive an update on the future of Turlock's transportation network including corridors, interchanges, and the surface conditions of our existing streets. The update will include discussion of existing and proposed improvements on major corridors and Hwy 99 interchanges. Further, the Council will consider and discuss the various long-term options for funding street maintenance and any other matter that may fall within the jurisdiction of Development Services.

Development Services Director Mike Pitcock spoke regarding corridors, interchanges and road conditions including providing information about roadway classifications, collectors, arterials and expressways.

Mr. Pitcock also provided information regarding local developer funding of new roads, reviewed existing interchanges related to Taylor Road, Monte Vista Avenue, Fulkerth Road, West Main Street and Lander Avenue. He reviewed future interchanges, existing flyovers identified as Canal Drive and Linwood Avenue, and provided information about future flyovers.

Mr. Pitcock provided information related to the layout and design of interchanges, specifics related to Highway 99, and the role and responsibility of CalTrans.

Mr. Pitcock provided information from a 2013 study of the entire street network in Turlock by Nichols Consulting Engineers, reviewed the ratings based on the Pavement Condition Index (PCI), along with three scenarios related to maintaining current funding levels, enhancing funding with a ½ cent sales tax or other equal source of funds, and funding necessary to achieve a higher PCI rating. In addition, he reviewed the types of pavement distresses including patches, block cracking, distortions, rutting, weathering and raveling.

Council and staff discussion included additional revenue funding for maintaining roads and future building of new roads, county-wide sales tax initiatives and associated pros and cons, and the City's current pothole maintenance program and funding.

Citizen participation included questions and comments by Lloyd Blackman, Jim Theis, Elizabeth Claes, Jim Reape, Ann Strahm, Milt Trieweiler, James Pequeros and Mark Serpa regarding issues related to current road conditions and their necessary repair, potential revenue sources through either a ½ cent sales tax, county-wide sales tax or gas tax, bicycle and pedestrian paths, the current pothole repair program, and the continuing need for workshops and community discussion related to the infrastructure of roads and bike paths.





DRAFT

*MINUTES
Turlock City Council
February 17, 2015
Page 2*

4. ADJOURNMENT:

Mayor Soiseth adjourned the meeting 8:00 p.m.

RESPECTFULLY SUBMITTED

Stacey Tonarelli
Deputy City Clerk



DRAFT

FEBRUARY 24, 2015
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Regular Meeting
Turlock City Council

1. A. **CALL TO ORDER** –Mayor Soiseth called the meeting to order at 6:01 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Soiseth.
ABSENT: None

B. SALUTE TO THE FLAG

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

Mayor Soiseth advised he would be continuing Items 2A and 2B, "CDBG Grant Selection Committee" appointments, to the March 10, 2015 City Council meeting.

Assistant to the City Manager for Economic Development/Housing Program Services Manager Maryn Pitt provided information about the grant committee and the selection process.

- A. **Continued to the March 10, 2015 City Council meeting.** CDBG Grant Selection Committee (Community Members)
- B. **Continued to the March 10, 2015 City Council meeting.** CDBG Grant Selection Committee (Council Representative)

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

- B. **STAFF UPDATES:** None

C. PUBLIC PARTICIPATION:

Turlock Librarian Diane Bartlett provided an update on current programs including a Dr. Seuss celebration, In-N-Out Burger "Cover to Cover" event, Dr. Seuss story and craft time, kite making class, St. Patrick's Day event, Lego day, and family game day.

Vernon Price spoke regarding the Five Faces of Oppression & Empowerment: Self in Community, and marginalization/powerlessness of the homeless.

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

Action: Motion by Councilmember DeHart, seconded by Councilmember Jacob, to waive reading of all ordinances on the agenda, except by title. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

5. CONSENT CALENDAR:

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

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

- A. **Resolution No. 2015-029** Accepting Demands of 1/15/15 in the amount of \$1,261,902.53; Demands of 1/22/15 in the amount of \$997,479.35; Demands of 1/29/15 in the amount of \$316,100.84
- B. Motion: Accepting Minutes of Special Meeting of February 3, 2015; Minutes of Regular Meeting of February 10, 2015
- C. Motion: Approving Amendment No. 1 to the agreement with Pires, Lipomi + Navarro Architects and increasing the total compensation in the amount of \$14,780 (Fund 426-40-415.51260) for City Project No. 12-60B, "Turlock Regional Transit Center Phase 2 Design and Master Plan"
- D. **Resolution No. 2015-030** Authorizing the refund of \$1,265 to the State of California Department of Housing and Community Development for program income funds as agreed to in the Neighborhood Stabilization Program and Program Income Reuse Plan and appropriating \$1,265 to account number 258-41-496.47312 "Reimbursement to HCD"
- E. **Resolution No. 2015-031** Appropriating \$27,200 from account number 256-41-486.47225_001 "Affordable Housing Development -Current" to account number 256-41-486.43060_000 "Contract Services" to provide funding for the City of Turlock's obligation with regard to the MOU with the County of Stanislaus for the Development of the 2015-2020 Consolidated Plan and 2015 Annual Action Plan
- F.
 - 1. Motion: Approving an agreement with CNC Environmental, LLC, for a Granular Activated Adsorption System for the Municipal Services Department for a period of thirty six (36) months, in an amount not to exceed \$50,000, from Water Fund 420-52-550-435040 "PCE Monitoring & Remediation"
 - 2. **Resolution No. 2015-032** Appropriating \$20,000 to account 420-52-550-43504 "PCE Monitoring and Remediation" to be funded by revenue received in account 420-52-550-35507 "PCE Recovery" from an award of funds from the Cleanup and Abatement Account by the State Water Resources Control Board for the purpose of PCE Remediation System Optimization and Groundwater Monitoring and Reporting in Downtown Turlock
- G. Motion: Approving an amendment to Contract No. 11-929, regarding a name change from Terra Renewal West, LLC to Denali Water Solutions of Russellville, AR
- H. Motion: Approving an agreement with Condor Earth Technologies, Inc. to provide Environmental Consulting Services to assist with a three (3) Year Compliance Audit for the California Accidental Release Prevention (CalARP) Program for the Chlorine Facility at the City of Turlock Regional Water Quality Control Facility in an amount not to exceed \$6,820 from Fund 410-51-530.43336 "CalARP Compliance Audit"
- I. Motion: Approving the Memorandum of Understanding between the City of Turlock and Stanislaus Men's Senior Baseball League for the use of Pedretti Park for adult baseball programs within the community

- J. Motion: Approving the Memorandum of Understanding between the City of Turlock and the Turlock American Little League for the use of Pedretti Park for youth baseball programs within the community
- K. Motion: Authorizing the City Manager or his designee to execute an agreement between Turlock Police Department and California State University Stanislaus Police Department agreeing to conform to all the California Law Enforcement Telecommunication Systems (CLETS) policies
- L. Motion: Rejecting Claim for Damages filed by Brandon Lee Wilson

6. FINAL READINGS:

- A. **Ordinance No. 1206-CS**, Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2014-02 (Potter's Landing)] as Introduced on January 25, 2005 was passed and adopted 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

Resolution No. 2015-033 Establishing Conditions of Approval for Planned Development District No. 271 (PD 271), Rezone 2014-02 [Potter's Landing], was introduced by Councilmember DeHart, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

7. PUBLIC HEARINGS

- A. Sr. Accountant Marie Lorenzi presented the staff report on the request to authorize the issuance by the Colorado Health Facilities Authority of its Revenue Refunding Bonds, Series 2015 (Covenant Retirement Communities, Inc.) in one or more series in an aggregate principal amount not to exceed \$125,000,000 (the "Series 2015 Bonds"), of which not more than \$23,000,000 shall be for the benefit of Covenant Village of Turlock, Covenant Village Care Center, Sequoia Place and Covenant Village of Turlock Care Center; and Related Matters.

Covenant Village Assistant Executive Director Chuck Johnson provided information about Covenant Village and the services they provide.

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

Action: **Resolution No. 2015-034** Authorizing the Issuance by the Colorado Health Facilities Authority of its Revenue Refunding Bonds, Series 2015 (Covenant Retirement Communities, Inc.) in one or more series in an aggregate principal amount not to exceed \$125,000,000 (the "Series 2015 Bonds"), of which not more than \$23,000,000 shall be for the benefit of Covenant Village of Turlock, Covenant Village Care Center, Sequoia Place and Covenant Village of Turlock Care Center; and Related Matters was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

8. SCHEDULED MATTERS:

- A. City Manager Roy Wasden presented the staff report on the request to accept and endorse the City Manager's appointment of Kellie Jacobs-Hunter to the position of Administrative Services Director effective March 2, 2015.

Kellie Jacobs-Hunter thanked Council for the reception honoring her appointment.

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

Action: **Resolution No. 2015-035** Accepting and endorsing the City Manager's appointment of Kellie Jacobs-Hunter to the position of Administrative Services Director effective March 2, 2015 was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

- B. Development Services Director Mike Pitcock presented the staff report on the request to approve an agreement with Stott Outdoor Advertising of Chico, California, to sell and maintain advertising on the exteriors of Turlock's "Blast" and "Dart" urban services and remit a portion of the sales revenue to the City in the form of purchased transit tickets to be distributed to recognized charitable organizations and the Turlock Unified School District.

Council and staff discussion included Councilmember Bublak's role in bringing this idea forward, future sign ordinance review and related enhanced revenue opportunities, and fare box recovery procedures.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, Approving an agreement with Stott Outdoor Advertising of Chico, California, to sell and maintain advertising on the exteriors of Turlock's "Blast" and "Dart" urban services and remit a portion of the sales revenue to the City in the form of purchased transit tickets to be distributed to recognized charitable organizations and the Turlock Unified School District. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

C. Deputy Director of Development Services/Planning Debbie Whitmore presented the staff report on the request to authorize the City Manager to enter into a sole source professional services agreement with Dyett & Bhatia Urban and Regional Planners without following formal bidding procedures; approve the award of a professional services agreement to Dyett & Bhatia Urban and Regional Planners for the 5th Cycle update to the City of Turlock Housing Element for an amount not to exceed \$48,840; and appropriate \$48,840 to account number 110-40-400.43753 "Contract Services Housing Element Update" to be funded from Fund 110 "General Fund" reserve balances to prepare the State-mandated update to the City of Turlock Housing Element.

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

Sophie Martin of Dyett & Bhatia spoke regarding Dyett & Bhatia's ability to serve the Turlock community well due to their familiarity with Turlock's goals, policies and programs.

Action: Motion by Councilmember Nascimento, seconded by Councilmember DeHart, Authorizing the City Manager to enter into a sole source professional services agreement with Dyett & Bhatia Urban and Regional Planners without following formal bidding procedures, having found that the circumstances listed in Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-08(b)(2), (b)(3), and (b)(4) have been satisfied. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

Motion by Councilmember Nascimento, seconded by Councilmember DeHart, Approving the award of a professional services agreement to Dyett & Bhatia Urban and Regional Planners for the 5th Cycle update to the City of Turlock Housing Element for an amount not to exceed \$48,840. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

Resolution No. 2015-036 Appropriating \$48,840 to account number 110-40-400.43753 "Contract Services Housing Element Update" to be funded from Fund 110 "General Fund" reserve balances to prepare the State-mandated update to the City of Turlock Housing Element was introduced by Councilmember Nascimento, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

- D. Parks, Recreation & Public Facilities Director Allison Van Guilder introduced Carnegie Arts Center Director Lisa McDermott who presented the Carnegie Arts Foundation Annual Report 2014 and approve a new fee schedule for the Carnegie Arts Center and amendment number 3 to the lease agreement between the City of Turlock and The Carnegie Arts Center Foundation, a California non-profit corporation, for the City owned area and building located at 250 North Broadway, Turlock, California.

Mayor Soiseth asked for public comment.

Jeannie Ferrari spoke regarding free programs offered by the Carnegie Arts Center, including Family Friday and the Sunday Lecture Series.

Mayor Soiseth closed public comment.

Council and staff discussion included the proposed fee schedule and the importance of creating an adjustable fee structure due to the varying nature of events that occur at the Center.

Mayor Soiseth reopened public comment.

Robert Allen, a representative of a new group for the homeless named "Fired Up," spoke regarding availability at the Carnegie for talent shows, beauty pageants, and street entertainment for the homeless population.

Mayor Soiseth closed public comment.

Council discussion included support for the work that has been done at the Center, including praise for the youth participation that was envisioned.

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, Accepting the Carnegie Arts Foundation Annual Report 2014. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, Approving a new fee schedule ("Exhibit A") for the Carnegie Arts Center and amendment number 3 ("Exhibit B") to the lease agreement between the City of Turlock and The Carnegie Arts Center Foundation, a California non-profit corporation, for the City owned area and building located at 250 North Broadway, Turlock, California (Carnegie Arts Center). Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

Mayor Soiseth handled Scheduled Matters Item 8F prior to Item 8E.

Mayor Soiseth advised that City Council Scheduled Matters Item 8F and Successor Agency to the Redevelopment Agency Scheduled Matters Item 6A would be handled concurrently.

- F. Sr. Accountant Marie Lorenzi presented the staff report on the request to approve a Loan Agreement for Avena Bella Phase II project costs between the Successor Agency of the Turlock Redevelopment Agency and the City of Turlock; approve a Loan Agreement for Public Safety Facility's contracts costs between the Successor Agency to the Turlock Redevelopment and the City of Turlock; approve a Loan Agreement for City advance for ROPS 14-15A Enforceable Obligations between the Successor Agency of the Turlock Redevelopment Agency and the City of Turlock.

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

Action: **Resolution No. 2015-037** Approving a Loan Agreement for Avena Bella Phase II project costs between the Successor Agency to the Turlock Redevelopment Agency and the City of Turlock was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

Resolution No. 2015-038 Approving a Loan Agreement for Public Safety Facility's contracts costs between the Successor Agency to the Turlock Redevelopment Agency and the City of Turlock was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

Resolution No. 2015-039 Approving a Loan Agreement for City advance for ROPS 14-15A Enforceable Obligations between the Successor Agency to the Turlock Redevelopment Agency and the City of Turlock was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

- E. Assistant to the City Manager for Economic Development/Housing Program Services Maryn Pitt presented the staff report on the request to approve a multifamily rehabilitation loan and any necessary tenant relocation of the property located at 1480 Lambert Way, Turlock, California, in the amount of \$270,000 and approve the sale of the property located at 1480 Lambert Way, Turlock, California (APN 061-040-004-000), to be sold to We Care, a non-profit organization, in the amount of \$350,000, subject to the terms and conditions.

Maris Sturtevant, We Care Board of Directors member, spoke in favor of the item for reasons that it would be a wonderful opportunity for them to own and operate family transitional units.

Council and staff discussion included potential use of VASH vouchers for the property.

Mayor Soiseth asked for public comment.

Vernon Price spoke in favor of the project and VASH vouchers.

Mayor Soiseth closed public comment.

Action: Motion by Councilmember Jacob, seconded by Councilmember DeHart, Approving a multifamily rehabilitation loan and any necessary tenant relocation of the property located at 1480 Lambert Way, Turlock, California, in the amount of \$270,000 as outlined in Attachment A. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

Motion by Councilmember Jacob, seconded by Councilmember DeHart, Approving the sale of the property located at 1480 Lambert Way, Turlock, California (APN 061-040-004-000), to be sold to We Care, a non-profit organization, in the amount of \$350,000, subject to the terms and conditions as outlined in Attachment B. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION: None

10. COUNCIL COMMENTS:

Councilmember Nascimento thanked We Care Facility staff for a recent tour they provided for him and commended them for their excellent work.

Councilmember DeHart commended Sr. Accountant Marie Lorenzi for her excellent work associated with the Successor Agency, including keeping track of the ROPS and working with the Department of Finance.

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session items.

- A. **Conference with Legal Counsel – Pending Litigation, Cal. Gov't Code §54956.9(d)(4)**
"For purposes of this section, litigation shall be considered pending when any of the following circumstances exist... Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation."

Potential Case: (1 case)

Action: No reportable action.

- B. **Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)**
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."

Agency Negotiators: Roy W. Wasden/Dave Young

Employee Organization: Turlock Associated Police Officers

Action: No reportable action.

12. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to adjourn at 7:45 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk



Council Synopsis

March 10, 2015

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

Prepared by: Nathan Bray, P.E.
Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 1 (Final) in the amount of \$8,612.07 (Fund 215) for City Project No. 12-49, "Walnut Rd. Median Improvements," bringing the contract total to \$298,705.07

Motion: Accepting improvements for City Project No. 12-49, "Walnut Rd. Median Improvements," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On June 24, 2014, Council awarded a contract in the amount of \$290,093 to F. Loduca Company of Stockton, California for City Project No. 12-49 "Walnut Rd. Median Improvements."

Change Order History	Amount	City Council Meeting
Original Contract	\$290,093.00	June, 24, 2014
Change Order No. 1 (Final)	\$8,612.07	March 10, 2015
Adjusted Contract Total	\$298,705.07	

Change Order No. 1 (Final) includes the following:

1. Waterline Repair – (\$2,384.34)

During the course of construction the contractor hit and damaged a city-owned water line that needed to be repaired by City Staff. City Staff tracked their time and materials and charged the project. This item is to recoup those costs from the contractor.

2. Hand Watering Delay - \$4,804.41

There was a period of time from which the plants on this project were planted and the irrigation system was not functioning until the irrigation system was fully automated. Normally, the contractor is responsible for this process;

however there were some difficulties in establishing the electrical connection that resulted in delay. It was more cost effective to hand water the plants then to take the risk of not watering the plants and replacing the dead plants.

3. Striping Remobilization - \$1,530.00

Additional striping was needed due to the proximity of the school (TJHS) that was identified after the striping company performed the contract work. This item covers the cost to remobilize the striping company in order to perform the work.

4. Irrigation Electrical Connection - \$11,322.00

The contractor was directed to make the electrical point of connection in a spot different than on the plans due to location changes. This resulted in the contractor having to remobilize and bore under the street and sidewalk. This contributed to the delay associated with item 2 – Hand Watering delay above.

5. Adjustment of Bid Quantities – (\$6,660.00)

During the course of construction the contractor was directed to not install the fire hydrant and associated sidewalk due to underground conflicts. The City could not identify a location that was accessible and free of conflicts. The adjustment of quantities also includes the additional striping needed as identified in item 3 – Striping Remobilization. All items have been measured and the quantities that were paid are the actual quantities installed.

All items have been installed per the contract documents and per the City Engineer's direction. A one year warranty will go into effect after the issuance of the Notice of Completion.

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

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:

Sufficient funds have been encumbered and appropriated in fund number 215-50-511.51270 "Construction Project" for the adjusted contract total of \$298,705.07.

No General Fund monies will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

- A. Not approve Change Order No. 1 (Final). This option is not recommended by Staff as the changes were necessary to install the proposed improvements.
- B. Deny acceptance of completed work. Staff does not recommend this as the contractor completed the work according to the approved plans and specifications.

CITY OF TURLOCK

FINAL QUANTITIES

North Walnut Road Median Improvements Project No. 12-49

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization and Demobilization	LS	\$12,300.00	1.00	\$12,300.00	1.00	\$12,300.00	\$0.00
2	Demolition and Remove Improvements	LS	\$18,000.00	1.00	\$18,000.00	1.00	\$18,000.00	\$0.00
3	Storm Drain BMP's	LS	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	\$0.00
4	Construction Project Sign	EA	\$500.00	2.00	\$1,000.00	2.00	\$1,000.00	\$0.00
5	Remove Pavement Markings and Striping	LS	\$4,708.00	1.00	\$4,708.00	1.00	\$4,708.00	\$0.00
6	Earthwork	LS	\$7,500.00	1.00	\$7,500.00	1.00	\$7,500.00	\$0.00
7	Minor Concrete (Vertical Curb)	LF	\$17.00	2840.00	\$48,280.00	2,840.00	\$48,280.00	\$0.00
8	Minor Concrete (Sidewalk)	SF	\$20.00	0.00	\$0.00	18.00	\$360.00	(\$360.00)
9	Minor Concrete (Median Flatwork)	LS	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	\$0.00
10	Install Monument Well	EA	\$500.00	1.00	\$500.00	1.00	\$500.00	\$0.00
11	Install Eccentric Cone, Frame and Lid	LS	\$4,000.00	1.00	\$4,000.00	1.00	\$4,000.00	\$0.00
12	Install Wrought Iron Fence	LF	\$41.78	1375.00	\$57,447.50	1,375.00	\$57,447.50	\$0.00
13	Install Fire Hydrant and Water Line	LS	\$7,500.00	0.00	\$0.00	1.00	\$7,500.00	(\$7,500.00)
14	Import and Place Median Topsoil	LS	\$20,000.00	1.00	\$20,000.00	1.00	\$20,000.00	\$0.00
15	Landscaping Improvements	LS	\$40,000.00	1.00	\$40,000.00	1.00	\$40,000.00	\$0.00
16	Irrigation System	LS	\$50,000.00	1.00	\$50,000.00	1.00	\$50,000.00	\$0.00
17	Install R81 Sign	EA	\$210.00	4.00	\$840.00	4.00	\$840.00	\$0.00
18	Install R4-7 Sign with Type K Marker	EA	\$250.00	2.00	\$500.00	2.00	\$500.00	\$0.00
19	Install R6-1 Sign	EA	\$210.00	3.00	\$630.00	3.00	\$630.00	\$0.00
20	Detail 10	LF	\$0.45	3006.00	\$1,352.70	3,006.00	\$1,352.70	\$0.00
21	Detail 26	LF	\$0.10	2818.00	\$281.80	2,818.00	\$281.80	\$0.00
22	Detail 39	LF	\$1.10	1980.00	\$2,178.00	1,980.00	\$2,178.00	\$0.00
23	Detail 39A	LF	\$1.00	800.00	\$800.00	800.00	\$800.00	\$0.00
24	Detail 38	LF	\$2.00	194.00	\$388.00	194.00	\$388.00	\$0.00
25	Detail 30	LF	\$2.00	16.00	\$32.00	16.00	\$32.00	\$0.00
26	12" White Thermoplastic	SF	\$5.00	11.00	\$55.00	11.00	\$55.00	\$0.00
27	Traffic Signal Detector System.	LS	\$4,850.00	1.00	\$4,850.00	1.00	\$4,850.00	\$0.00
28	Thermoplastic Pavement Markings	SF	\$10.00	152.00	\$1,520.00	32.00	\$320.00	\$1,200.00
29	Paint Red Curb	LF	\$0.90	2800.00	\$2,520.00	2,800.00	\$2,520.00	\$0.00
30	Temporary Traffic Control Plan	LS	\$750.00	1.00	\$750.00	1.00	\$750.00	\$0.00
	SUB-TOTAL CONTRACT ITEMS =				\$283,433.00		\$290,093.00	(\$6,660.00)
	CHANGE ORDERS							
1	Waterline Repair	LS	\$2,384.34	1	(\$2,384.34)	0	\$0.00	(\$2,384.34)
2	Hand Watering - Delay	LS	\$4,804.41	1	\$4,804.41	0	\$0.00	\$4,804.41
3	Striping Remobilization	LS	\$1,530.00	1	\$1,530.00	0	\$0.00	\$1,530.00
4	Irrigation Electrical Connection	LS	\$11,322.00	1	\$11,322.00	0	\$0.00	\$11,322.00
	SUB-TOTAL CHANGE ORDER ITEMS =				\$15,272.07		\$0.00	\$15,272.07
	TOTAL PROJECT =				\$298,705.07		\$290,093.00	\$8,612.07

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

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

**NOTICE OF COMPLETION
CITY PROJECT NO. 12-49
WALNUT ROAD MEDIAN IMPROVEMENTS**

Notice is hereby given that work on the above-referenced project located within the City right-of-way in the median on North Walnut Road from Christoffersen Parkway to just south of Winter Haven Drive, was completed by the undersigned agency on March 10, 2015. The contractor of work F. Loduca Co., P O Box 690111, Stockton, CA 95269, 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, Development Services Director/ 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
DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER
OWNER'S AGENT

Executed on March 11, 2015 at Turlock, California, Stanislaus County



Council Synopsis

March 10, 2015

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

Prepared by: Stephen Fremming, Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 3 (Final) for a credit in the amount of \$9,873.92 (Fund 426) for City Project No. 12-59, "CNG Slow Fill Station Upgrade," bringing the contract total to \$333,657.62

Motion: Accepting improvements for City Project No. 12-59, "CNG Slow Fill Station Upgrade," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

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

Change Order History	Amount	City Council Meeting
Original Contract	\$ 330,000.00	October 22, 2013
Change Order No. 1	\$ 4,000.00	January 14, 2014
Change Order No. 2	\$ 9,531.54	July 8, 2014
Change Order No. 3 (Final)	\$ (9,873.92)	March 10, 2015
Adjusted Contract Total	\$ 333,657.62	

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

A. \$10,126.08 – Demobilization/Mobilization costs due to delayed utilities

Before the project was bid, City staff informed Pacific Gas and Electric (PG&E) of the volume and pressure requirements of equipment planned to be installed with this project. PG&E did not communicate the need to replace certain gas infrastructure upstream of the meter until after the construction project was awarded. The contractor was compensated to provide trenching, backfill, and minor concrete flat work to support the infrastructure changes required by PG&E as part of Contract Change Order No. 2. This change order item no. 3A is for mobilization and

demobilization costs resulting from a lapse in time between the end of regular contract work and this added PG&E infrastructure work. The contractor's base of operations is Valencia, California. Mobilization and demobilization costs are those costs such as travel, lodging, and subsistence, to move personnel, equipment, supplies, and incidentals to and from the project site. Due to the sequencing of PG&E's operations, two separate mobilization/demobilization cycles were required which were not included in the original bid cost. The contractor's costs included with the original change order request proposal included many items and costs which were either non applicable or exorbitant. City staff commented on validity of proposed costs and contractor re-submitted an amount of \$10,126.08 which was reviewed to be acceptable by City staff. In addition to cost, the schedule was impacted by these changes. Twenty two working days are to be added for this change order which is equivalent to a calendar month, or the lead time required to schedule start up training by the manufacturer after utility hook ups are completed. City staff recommends approval of this change order based on the resubmitted backup documentation.

B. (\$20,000.00) – Liquidated Damages

The adjusted contract time with this Contract Change Order No. 3 is one hundred forty seven (147) working days. The manufacturer held a station start up and training session with City staff on August 7, 2014, or the 135th working day of the contract. The compressor successfully ran for about two hours at that time. The station sat idle for a time until the contractor completed punch list items at the site. The second fueling cycle of the compressor was initiated on August 27, 2014, but the compressor faulted after a short amount of time and displayed an error, preventing further operation of the compressor. Though the compressor had run successfully a few weeks prior, the station had not been accepted as substantially complete and working days were counted against the contract for each day following the initial startup and training when the compressor faulted and could not complete a fueling cycle. On days when the compressor completed a fueling cycle without issue, the contract was not charged a working day. Due to continued compressor faulting, multiple errors, contractor's negligence in communicating with the manufacturer of ongoing issues, and the manufacturer's inability to troubleshoot and correct the issues encountered, a total of one hundred sixty seven (167) working days were required to attain substantial completion on January 22, 2015. A letter with an analysis and narration of contract time, supported by documentation in the Virtual Project Manager online construction documentation system, was sent to the contractor on January 27, 2015 showing that one hundred sixty seven (167) working days were required to attain substantial completion, or twenty (20) days over the approved contract time. The contract provides for the assessment of \$1,000 per day in liquidated damages, or \$20,000.

The contractor and manufacturer were unsuccessful in identifying and correcting any of the compressor fault error codes that prevented the City utilizing the station. City maintenance staff ultimately identified and corrected each of the errors causing compressor faults, though they were under no obligation to do so. It is impossible to calculate the actual monetary and non-monetary damages experienced by the City as a result of a delay in project delivery. For this purpose, liquidated damages are a standard inclusion in public works contracts.

3. BASIS FOR RECOMMENDATION:

- A. City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.
- B. The proposed change order reimburses the contractor for demobilization and mobilization costs which were not part of the original scope of work and assesses contractual liquidated damages for delays in completing the contract work within the approved contract time.
- C. The contract allows for the assessment of liquidated damages at the rate of \$1,000 per day.
- D. City Municipal Code requires that the City Council authorize the City Engineer to sign the Notice of Completion.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

- Goal(s):**
- b Address growth related issues (current and future)
 - i. Impact on current transportation system:
The transit system provides transportation to Turlock's residents. Providing the infrastructure for fueling stations is an important part of making sure the system runs smoothly.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The adjusted contract amount of \$343,531.54 will be decreased in the amount of \$9,873.92, bringing the contract total to \$333,657.62.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Not approve Change Order No. 3 (Final). This option is not recommended by City Staff because it reimburses the contractor for demobilization and mobilization costs which were not part of the original scope of work and provides for the assessment of liquidated damages for late completion of the work due to contractor's negligence in addressing equipment errors.
- B. Deny acceptance of completed work. Staff does not recommend this as the contractor completed the work according to the approved plans and specifications.

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





CONTRACT CHANGE ORDER

Date issued: 10-Mar-15 **Change Order No.:** 3 (FINAL)
Project Name: CNG Slow Fill Station Upgrade - Design Build Project

EFS West
 28472 Constellation Road
 Valencia, CA 91355
 661-705-8200

Project No.: 12-59
Original Contract: \$330,000
Contract Award Date: October 3, 2013

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
Actual Amount Paid to Contractor for Bid Items (Attached)	---	---	---	\$330,000.00
Contractor's Bid Amount for Bid Items	---	---	---	\$330,000.00
Subtotal of Difference				\$0.00
A. Demobilization/Mobilization costs due to delayed utilities	LS	1	\$10,126.08	\$10,126.08
B. Liquidated Damages	LS	1	(\$20,000.00)	(\$20,000.00)
Total this CCO=				(\$9,873.92)
<i>The original contract sum =</i>				\$330,000.00
<i>Net change by previous change orders =</i>				\$13,531.54
<i>The contract sum will be (decreased) by this Change Order =</i>				(\$9,873.92)
<i>The new contract sum including this change order will be =</i>				\$333,657.62
The contract time will be increased by twenty two (22) working days				

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

CNG Slow Fill Station Upgrade - Design Build Project Project No. 12-59

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
GENERAL CONDITIONS								
1	PM/Site Supervision/Admin Labor	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
2	Office PM Admin Safety	LS	\$11,000.00	1.00	\$11,000.00	1.00	\$11,000.00	\$0.00
3	Mobilization	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	\$0.00
4	Site Expenses(Bonds, Fuel, Equipment)	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	\$0.00
DESIGN/ENGINEERING/SUBMITTALS								
5	30% Design	LS	\$15,000.00	1.00	\$15,000.00	1.00	\$15,000.00	\$0.00
6	90% Design	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	\$0.00
7	Permits	LS	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00	\$0.00
8	Equipment Submittals	LS	\$45,000.00	1.00	\$45,000.00	1.00	\$45,000.00	\$0.00
EQUIP /PROCUREMENT								
9	Compressor @ 50% Finish	LS	\$35,000.00	1.00	\$35,000.00	1.00	\$35,000.00	\$0.00
10	Dryer @ 50% Finish	LS	\$15,000.00	1.00	\$15,000.00	1.00	\$15,000.00	\$0.00
11	Electrical/Piping Material Delivery	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	\$0.00
12	Compressor @ 100% Finish	LS	\$35,000.00	1.00	\$35,000.00	1.00	\$35,000.00	\$0.00
13	Dryer @ 100% Finish	LS	\$15,000.00	1.00	\$15,000.00	1.00	\$15,000.00	\$0.00
14	Wiring Material delivery	LS	\$8,500.00	1.00	\$8,500.00	1.00	\$8,500.00	\$0.00
15	Tubing Package	LS	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00	\$0.00
16	Suction Line	LS	\$1,000.00	1.00	\$1,000.00	1.00	\$1,000.00	\$0.00
MECHANICAL								
17	Compressor Piping to MSA	LS	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	\$0.00
18	Compressor Piping to TF	LS	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	\$0.00
19	Demo Existing Equipment	LS	\$9,000.00	1.00	\$9,000.00	1.00	\$9,000.00	\$0.00
ELECTRICAL								
20	Electrical Conduits	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	\$0.00
21	Set Switch Gear	LS	\$8,000.00	1.00	\$8,000.00	1.00	\$8,000.00	\$0.00
22	Pull Wire/Connect Equipment	LS	\$3,000.00	1.00	\$3,000.00	1.00	\$3,000.00	\$0.00
23	Electrical sign Off /Green Tag	LS	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00	\$0.00

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
EQUIPMENT INSTALLATION								
24	Set/Anchor Dryer & Compressors	LS	\$15,000.00	1.00	\$15,000.00	1.00	\$15,000.00	\$0.00
25	Set/Anchor Dispensers	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	\$0.00
EQUIPMENT STARTUP/TESTING								
26	Nitrogen Testing of High Pres Tubing	LS	\$1,000.00	1.00	\$1,000.00	1.00	\$1,000.00	\$0.00
27	Startup Compressors/Dryer	LS	\$9,500.00	1.00	\$9,500.00	1.00	\$9,500.00	\$0.00
28	Test Safety Systems	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	\$0.00
29	Final Inspections/Signoffs	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	\$0.00
	SUB-TOTAL CONTRACT ITEMS =				\$330,000.00		\$330,000.00	\$0.00
CHANGE ORDERS								
C.O.#								
1	Upgrade CNG compressor motor to 50 horsepower	LS	\$4,000.00	1.00	\$4,000.00	0.00	\$0.00	\$4,000.00
2	Sawcut, excavate, backfill PG&E trench and pour concrete pad for natural gas meter set assembly	LS	\$9,531.54	1.00	\$9,531.54	0.00	\$0.00	\$9,531.54
3A	Demobilization/Mobilization costs due to delayed utilities	LS	\$10,126.08	1.00	\$10,126.08	0.00	\$0.00	\$10,126.08
3B	Liquidated Damages	LS	(\$20,000.00)	1.00	(\$20,000.00)	0.00	\$0.00	(\$20,000.00)
	SUB-TOTAL CHANGE ORDER ITEMS =				\$3,657.62		\$0.00	\$3,657.62
	TOTAL PROJECT =				\$333,657.62		\$330,000.00	\$3,657.62

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

**NOTICE OF COMPLETION
CITY PROJECT NO. 12-59
CNG SLOW FILL STTION UPGRADE**

Notice is hereby given that work on the above-referenced project located on the City property located at 701 South Walnut Road, Turlock, CA, was completed by the undersigned agency on March 10, 2015. The contractor of work EFS West, 28472 Constellation Road, Valencia, CA 91355, 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, Development Services Director/ 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
DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER
OWNER'S AGENT

Executed on March 11, 2015 at Turlock, California, Stanislaus County

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
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MICHAEL G. PITCOCK, PE
DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER
OWNER'S AGENT

Executed on March 11, 2015 at Turlock, California, Stanislaus County



Council Synopsis

March 10, 2015

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. 15-29, "Turlock Municipal Airport Pole Barn Demolition," is exempt from the provisions of CEQA in accordance with Section 15301

Motion: Awarding bid and approving an agreement in the amount of \$3,000 with Modesto Sand and Gravel of Modesto, California, for City Project No. 15-29, "Turlock Municipal Airport Pole Barn Demolition"

2. DISCUSSION OF ISSUE:

Staff solicited two contractors to provide bids to perform the work of razing the existing pole barns located at the Turlock Municipal Airport. Modesto Sand and Gravel submitted the lowest bid and Staff felt their bid was the best value. Pursuant to Turlock Municipal Code, Title 2, Chapter 9, Section §2-9-03(b), the City Engineer is authorized to negotiate with a minimum of two contractors capable of performing the work and selecting the best value contract when public projects are less than \$45,000. This process is also consistent with the Public Contract Code Section 22030-22045 known as "Public Projects: Alternative Procedure."

3. BASIS FOR RECOMMENDATION:

- A. Per the Turlock Municipal Code Section §2-9-03(b) the City Engineer is authorized to negotiate with a minimum of two contractors capable of performing the work and selecting the best value contract when public projects are less than \$45,000.
- B. This funding for this project will be paid for by the Turlock Regional Aviation Association (TRAA) prior to the City commencing with the work.

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 Engineering & Inspection	Merced County Demolition Permit
\$3,400.00	\$3,000.00	\$300.00	\$100.00

This project is funded by the TRAA and the funds will be deposited into line number 401-10-125.51000 "Capital Improvements." While the City will front the money to get the project process started, the project will not start until the City has received the funds from the TRAA. The TRAA president, Todd Smith, has confirmed this in writing with Staff.

No General Fund monies will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project consists of demolition and removal of individual small structures. In accordance with Section 15301 (l)(4) 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 funding is available specifically for this project.

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 15-29

Turlock Municipal Airport Pole Barn Demolition

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

Modesto Sand & Gravel
6137 Hammett Court
Modesto, CA 95358

hereinafter called "Contractor" on this 10th day of March, 2015 (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 10, 2015, 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: razing the three existing pole barns and smashing the trusses to make disassembly safe 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, 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.15-29, "Turlock Municipal Airport Pole Barn Demolition."**

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 **Three Thousand and NO/100ths Dollars (\$3000.00)**. Said amount shall be paid in installments as hereinafter provided.

6. TIME FOR PERFORMANCE:

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **TEN (10)** 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 **Two Hundred Fifty** and no/100ths Dollars (**\$250.00**) for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. **DISPUTES PERTAINING TO PAYMENT FOR WORK:**

Should any dispute arise respecting the true value of any work done, of any work omitted, or of any

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

11. PERMITS, COMPLIANCE WITH LAW:

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

12. SUPERINTENDENCE BY CONTRACTOR:

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

13. INSPECTION BY CITY:

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

14. EXTRA AND/OR ADDITIONAL WORK AND CHANGES:

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

15. CHANGE OF CONTRACT PRICE:

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

- (a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.05, "Changes and Extra Work", 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 above in either 16 (a) or 16 (b), the change order will be determined on the basis of force account in accordance with the provisions below.

FORCE ACCOUNT

For work paid by force account, the Engineer compares the City's records to the Contractor's daily force account work report. When the Engineer and the Contractor agree on the contents of the daily force account work reports, the Engineer accepts the report and the City pays for the work. If the records differ, the City pays for the work based only on the information shown on the City's records.

If a subcontractor performs work at force account, accept an additional 2 percent markup to the total cost of that work paid at force account, including markups specified as below, as reimbursement for additional administrative costs.

The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit.

If an item's unit price is adjusted for work-character changes, the City excludes the Contractor's cost of determining the adjustment.

Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

Labor

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 5 percent markup. Force account labor payment consists of:

1. Employer payment to the worker for:
 - 1.1. Basic hourly wage
 - 1.2. Health and welfare
 - 1.3. Pension
 - 1.4. Vacation
 - 1.5. Training
 - 1.6. Other State and federal recognized fringe benefit payments
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
 - 2.1. Workers' compensation insurance
 - 2.2. Social security
 - 2.3. Medicare
 - 2.4. Federal unemployment insurance
 - 2.5. State unemployment insurance
 - 2.6. State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 5 percent markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

1. Home office overhead
2. Field office overhead
3. Bond costs
4. Profit
5. Labor liability insurance

6. Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

Materials

Material payment is full compensation for materials the Contractor furnishes and uses in the work. The Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. A 5 percent markup is added
2. Supplier discounts are subtracted whether the Contractor takes them or not
3. If the Engineer believes the material purchase prices are excessive, the City pays the lowest current wholesale price for a similar material quantity
4. If the Contractor procured the materials from a source the Contractor wholly or partially own, the determined cost is based on the lower of the:
 - 4.1. Price paid by the purchaser for similar materials from that source on Contract items
 - 4.2. Current wholesale price for those materials
5. If the Contractor does not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:
 - 5.1. During that period
 - 5.2. In the quantities used

Equipment Rental

Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 5 percent markup.

If the Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If the Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, obtain authorization for the equipment rental's original location.

The Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
 - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
 - 1.2. Current during the work paid by force account.
 - 1.3. Regardless of equipment ownership; but the City uses the rental document rates or minimum rental cost terms if:
 - 1.3.1. Rented from equipment business the Contractor does not own.
 - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the Engineer for equipment not listed in *Labor Surcharge and*

Equipment Rental Rates. The Contractor may submit cost information that helps the Engineer establish the rental rate; but the City uses the rental document rates or minimum rental cost terms if:

- 2.1. Rented from equipment business the Contractor does not own.
- 2.2. The Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

- | | |
|---|----------------------------|
| 1. Fuel | 7. Repairs and maintenance |
| 2. Oil | 8. Depreciation |
| 3. Lubrication | 9. Storage |
| 4. Supplies | 10. Insurance |
| 5. Small tools that are not consumed by use | 11. Incidentals |
| 6. Necessary attachments | |

The City pays for small tools consumed by use. The Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

The Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. The Contractor submits a request to use rented equipment
2. Equipment is not available from the Contractors normal sources or from one of the Contractors subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. The Engineer authorizes the equipment source and the rental rate before the Contractor uses the equipment

Equipment on the Job Site

For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
 - 3.1. Hourly rates are paid in 1/2-hour increments
 - 3.2. Daily rates are paid in 1/2-day increments

Equipment Not On the Job Site Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated 4 hours or less is paid as 1/2 day
3. Operated 4 hours or more is paid as 1 day

If the minimum total time exceeds 8 hours and if hourly rates are listed, the City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

**Equipment Rental
Hours**

Hours operate d	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

Equipment Not On the Job Site Not Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

Non-Owner-Operated Dump Truck Rental

Submit the rental rate for non-owner-operated dump truck rental. The Engineer determines the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. 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 5-1.13, "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. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

16. CHANGE OF CONTRACT TIME:

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

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

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

17. INSPECTION AND TESTING OF MATERIALS:

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

Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing

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

18. PERMITS AND CARE OF THE WORK:

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

19. OTHER CONTRACTS:

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

20. PAYMENTS TO CONTRACTOR:

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

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

21. HOLD-HARMLESS AGREEMENT AND CONTRACTOR'S INSURANCE:

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

22. CONTRACTOR'S INSURANCE:

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

procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

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

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with 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) Insurance Service Office Form CP 00 20 with Causes of Loss – Special Form CP 10 30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.
- (5) Surety bonds as described below.
- (6) Errors and Omissions/Professional Liability Insurance (if *Design/Build*).

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

- (1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.
- (3) Workers' Compensation: As statutorily required by the State of California.
- (4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- (5) Builder's Risk: Completed value of the project with no coinsurance penalty provisions.
- (6) Errors and Omissions/Professional Liability: \$1,000,000 per claim as needed for design/build.

- (c) Deductibles and Self-Insured Retentions: Upon request of City, 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) Builder's Risk (Course of Construction) Insurance: City shall be named as loss payee.
- (f) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.
- (g) Verification of Coverage: Consultant shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

- (h) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
- (i) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- (j) Surety Bonds: Contractor shall provide a Performance Bond and a Payment Bond.

23. PROOF OF CARRIAGE OF INSURANCE:

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

24. WAGES & HOURS OF EMPLOYMENT:

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

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

25. EMERGENCY - ADDITIONAL TIME FOR PERFORMANCE - PROCUREMENT OF MATERIALS:

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

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

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

agreement.

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

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

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

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

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

26. PROVISIONS CUMULATIVE:

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

27. 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>

28. 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:

29. INTERPRETATION:

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

30. 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.

31. 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 17 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



Council Synopsis

March 10, 2015

5F

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

Prepared by: Alfonso Zepeda, Senior Engineering Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1 (Final) for a credit in the amount of \$1,388.96 (Fund 410) for City Project No. 14-33, "Storm Drain Improvements on Dianne Drive," bringing the contract total to \$13,871.04

Motion: Accepting improvements for City Project No. 14-33, "Storm Drain Improvements on Dianne Drive," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On September 09, 2014, staff awarded a contract in the amount of \$15,260.00 to Hensley's Paving & General Engineering Inc. of Hickman, California for "Storm Drain Improvements on Dianne Drive."

Contract Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$15,260.00	9/9/14
Change Order No. 1 (Final)	(\$1,388.96)	3/10/15
Adjusted Contract Total	\$13,871.04	

Change Order No. 1 (Final) consists of the following:

- Adjustment to item no. 6, Storm drain pipe (12")
During the course of work it was discovered that the existing Storm pipe (12") was in excellent condition and would remain in place. Therefore, a deduction in the amount of (\$2,000.00) will be made for item no. 6, Storm drain pipe (12"), of the original contract.
- Change Order No. 1 (Final) – Extra time to save existing improvements
The contractor spent additional time regarding the removal of the existing catch basin and preserving the existing facilities and conditions. The

contractor incurred additional fees associated with the work for a total of \$611.04.

The total credit due to the City of Turlock is \$1,388.96, bringing the adjusted contract total to \$13,871.04. All items of work have been completed in accordance with the City Standards, the Contract Documents and direction from the City Engineer. Staff brings forth a notice of completion for your approval.

3. BASIS FOR RECOMMENDATION:

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

Strategic Plan Initiative: 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:

Funds are available in the construction project line item 410-51-534.51300, "Construction Repairs/Improvements." No additional appropriation or budget amendment is needed.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This Action by Council does not modify the CEQA finding that Council made on September 09, 2014, and therefore no determination is needed.

7. ALTERNATIVES:

A. Not approve Contract Change Order No. 1 (Final). This option is not recommended by Staff because the City of Turlock will receive a credit and additional work was needed in order for the facilities to function as intended.

B. Not approve the Notice of Completion. This option is not recommended by Staff because the work was completed in accordance with the standards and specifications provided by the City.



CONTRACT CHANGE ORDER

Date issued: 10-Mar-15 Change Order No.: 1 (FINAL)
 Project Name: Storm Drain Improvements on Dianne Drive

Hensley's Paving & General Engineering Inc. Project No.: 14-33
 PO BOX 449 Contract For: \$15,260.00
 Hickman, CA. 95323 Contract Award Date: September 23, 2014

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)	--	--	--	\$13,260.00
2. Contractor's Bid Amount for Bid Items	--	--	--	\$15,260.00
Subtotal of Difference				-\$2,000.00
3. Extra time to save existing improvements	LS	1	\$611.04	\$611.04
Total this CCO=				(\$1,388.96)
The original contract sum =				\$15,260.00
Net change by previous change orders =				\$0.00
The contract amount will be decreased by the amount of =				(\$1,388.96)
The new contract sum including this change order will be =				\$13,871.04
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

Storm Drain Improvements on Dianne Drive

Project No. 14-33

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Best Management Practices (BMP's)	LS	\$400.00	1	\$400.00	1	\$400.00	\$0.00
2	Saw cutting	LS	\$800.00	1	\$800.00	1	\$800.00	\$0.00
3	Removal of Existing Improvements	LS	\$2,000.00	1	\$2,000.00	1	\$2,000.00	\$0.00
4	Earthwork	LS	\$1,500.00	1	\$1,500.00	1	\$1,500.00	\$0.00
5	Storm Drain Catch Basin	EA	\$2,900.00	1	\$2,900.00	1	\$2,900.00	\$0.00
6	Storm Drain Pipe (12")	LF	\$250.00	0	\$0.00	8	\$2,000.00	(\$2,000.00)
7	Minor Concrete (Driveway Approach)	LS	\$4,200.00	1	\$4,200.00	1	\$4,200.00	\$0.00
8	Minor Concrete (8' Sidewalk)	SQFT	\$20.00	65	\$1,300.00	65	\$1,300.00	\$0.00
9	Minor Concrete (6" Vertical Curb)	LF	\$40.00	4	\$160.00	4	\$160.00	\$0.00
	SUB-TOTAL CONTRACT ITEMS =				\$13,260.00		\$15,260.00	(\$2,000.00)
	CHANGE ORDERS							
C.O.# 1	Extra time to save existing improvements	LS	\$611.04	1	\$611.04	0	\$0.00	\$611.04
	SUB-TOTAL CHANGE ORDER ITEMS =				\$611.04		\$0.00	\$611.04
	TOTAL PROJECT =				\$13,871.04		\$15,260.00	(\$1,388.96)

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. 14-33
STORM DRAIN IMPROVEMENTS ON DIANNE DRIVE**

Notice is hereby given that work on the above-referenced project located in the City right of way located at 300 Dianne Drive, Turlock, CA, was completed by the undersigned agency on March 10, 2015. The contractor of work Hensley's Paving & General Engineering Inc., P O Box 449, Hickman, CA 95323, 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, Development Services Director/ 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
DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER
OWNER'S AGENT

Executed on March 11, 2015 at Turlock, California, Stanislaus County



Council Synopsis

March 10, 2015

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

Prepared by: Carla McLaughlin, Staff Service Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the filing of an application, acceptance of an allocation of funds, and execution of a grant agreement for Land and Water Conservation Fund, Swanson Centennial Park Development Project

2. DISCUSSION OF ISSUE:

The City of Turlock, Parks, Recreation and Public Facilities Department is requesting funding from the Land and Water Conservation Fund in the amount of \$125,000. If awarded, the funds will be used to purchase and construct an outdoor playground and exercise amenity at Swanson Centennial Park.

Swanson Centennial Park, developed in 2008, is currently completely void of any playground or fitness equipment. The Swanson Centennial Park Development Project will provide outdoor recreation play equipment that integrates physical activity and stimulates children's imaginations, enhancing the quality of life for residents and visitors. See attachment A.

3. BASIS FOR RECOMMENDATION:

A. City of Turlock policy requires City Council authorization for all applications, acceptance of allocations of funding and execution of grant agreements.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

The total cost for this project is \$250,000. The grant requires the City provide matching funds in the amount of \$125,000. These funds are available in Fund 228 (Park Development Tax).

Fiscal Impact: \$125,000

Budget Amendment

Revenues and Expenses will be accounted for in Fund 228 (Park Development Tax) with the City match coming from the reserve balance of this fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

- A. The Council may choose not to have staff apply for this grant funding. This alternative is not recommended since the funding is available and would provide recreational opportunities to a park that is underdeveloped and lacks youth focused recreational opportunities.



**APPLICATION
for the
Land and Water
Conservation Fund
2014**

*Submitted by
City of Turlock*

*Swanson-Centennial
Park Development*



Submitted February 3, 2015



City of Turlock
Swanson-Centennial Park Development
Land and Water Conservation Fund

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5.	<input checked="" type="checkbox"/>	<u>Waiver of Retroactivity</u>	Page 11
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7.	<input checked="" type="checkbox"/>	<u>6(f)(3) Boundary Map</u>	Page 15
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11.	<input checked="" type="checkbox"/>	<u>Project Location Map</u>	Page 23
12.	<input checked="" type="checkbox"/>	<u>Photos of the Project Site</u>	Page 26
13.	<input checked="" type="checkbox"/>	<u>LWCF Community Fact Finder Report</u>	Page 29
14.	<input checked="" type="checkbox"/>	<u>Project Summary</u>	Page 32
15.	<input checked="" type="checkbox"/>	<u>Project Selection Criteria</u>	Page 34
19.	<input checked="" type="checkbox"/>	<u>Evidence of Land Ownership</u>	Page 40
20.	<input checked="" type="checkbox"/>	<u>Concept Level Site Plan</u>	Page 54

1. Application Form



RECEIVED

OFFICE OF GRANTS
& LOCAL SERVICES

FEB -3 2015

PROJECT NAME Swanson-Centennial Park Development	TOTAL PROJECT COST \$150,000	
	Maximum GRANT Request \$125,000	Minimum GRANT Request \$100,000 (Match will be the difference between the approved grant amount and the above total project cost.)
PROJECT PHYSICAL ADDRESS (current or future park entrance including zip code) N. Countryside Drive, Turlock, CA 95380	Nearest Cross Street N. Countryside Drive & W. Tuolumne Road	County of Project Stanislaus
	GRANT APPLICANT (entity applying for the GRANT) City of Turlock	
Project Address Latitude and Longitude 37.514185, -120.876539	GRANT APPLICANT'S Mailing Address 156 S. Broadway, Turlock, CA 95380	
Project Address Latitude and Longitude Degrees: 37, 120 Minutes: 30, 52 Seconds: 51.0660 N, 35.5404 W		
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION		
<u>Roy Wasden, City Manager</u> Name (typed or printed) and Title	<u>rwasden@turlock.ca.us</u> Email address	<u>209-668-5540</u> Phone
DAY-TO-DAY CONTACT for ADMINISTRATION of the GRANT (if different from AUTHORIZED REPRESENTATIVE) <u>Allison Van Guilder, Parks, Recreation and Public Facilities Director</u> Name (typed or printed) and Title		
<u>avanguilder@turlock.ca.us</u> Email address		
<u>209-668-5594</u> Phone		
For ACQUISITION: Total land acquired will be _____ acres. Total acreage to be placed under 6(f)(3) Protection shown on the BOUNDARY MAP will be _____ acres:	For DEVELOPMENT: Total acreage to be placed under 6(f)(3) Protection shown on the BOUNDARY MAP will be 3.5 acres:	
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the attached GRANT SCOPE/Cost Estimate Form. I agree with the APPLICATION and procedural requirements described in the Application Guide. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.		
<u>Roy W Wasden</u> Signature AUTHORIZED REPRESENTATIVE as shown in Resolution		<u>2/2/15</u> Date
Print Name <u>Roy Wasden</u>		
Title: <u>City Manager</u>		

2. Authorizing Resolution



Authorizing Resolution

The City of Turlock has drafted the required authorizing resolution and will be presenting for approval in February 2015.

The resolution will be provided to the Department of Parks and Recreation prior to ***April 1, 2015***.

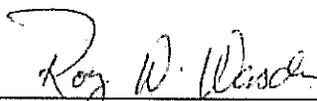
3. Grant Scope/ Cost Estimate



Grant Scope/Cost Estimate Form

GRANT SCOPE Items: ACQUISITIONS: List each parcel number, acreage, estimated date of purchase, cost. If multiple parcels are to be acquired, list this information for each separate parcel. DEVELOPMENT: List each RECREATION FEATURE and MAJOR SUPPORT AMENITY	Estimated Cost
Site Leveling	\$
Electrical Installation	\$
Plumbing Installation	\$
Parking Lot Construction	\$
Field Installation	\$
Restroom Construction	\$
Park Amenity Construction	\$ 140,000
	\$
	\$
Total Estimated Cost for the RECREATION FEATURES and MAJOR SUPPORT AMENITIES	\$ 110,000
Total PRE-AWARD PROJECT PLANNING COSTS (from the attached Pre-Award Project Planning Costs Form)	\$ 0
<p style="text-align: right;">TOTAL PROJECT COST</p>	\$ 250,000
<p style="text-align: right;">Maximum GRANT Request</p>	\$ 125,000
<p style="text-align: right;">Minimum GRANT Request</p>	\$ 100,000

The APPLICANT understands that this form will be used to establish the expected GRANT deliverables that must be completed before final GRANT payment is processed as specified in the "GRANT Process - End of GRANT PERFORMANCE PERIOD" section found in the GRANT ADMINISTRATION GUIDE. See the ELIGIBLE COSTS charts starting on page 68 before creating a cost estimate. The APPLICANT also understands that the remaining portion of the estimated TOTAL PROJECT COST not funded by a LWCF grant is the required MATCH.



 APPLICANT'S AUTHORIZED REPRESENTATIVE Signature

2/2/15

 Date

**4. Pre-Award
Project
Planning Cost**



Pre-Award Project Planning Costs Form

PRE-AWARD PROJECT PLANNING COSTS	Span of Months and Year Costs Were or Will Be Incurred	Estimated Cost
ACQUISITIONS: List the costs of site investigation and selection, site planning, feasibility studies, CEQA/NEPA environmental review, Section 106, and the PD/ESF Form.		
DEVELOPMENT: List the costs of site investigation and selection, site planning, feasibility studies, preliminary design, CEQA/NEPA environmental review, Section 106, and the PD/ESF Form, preparation of cost estimates, construction drawings and specifications, and similar items necessary for PROJECT preparation.		
a. Administrative and legal expenses		\$
b. Relocation expenses and payments (for ACQUISITION)		\$
c. Architectural and engineering fees (for DEVELOPMENT)		\$
d. CEQA/NEPA environmental review costs		\$
e. Section 106 preparation costs		\$
		\$
		\$
Total Estimated Cost for PRE-AWARD PROJECT PLANNING COSTS:		\$ 0

The APPLICANT understands that this form will be used to establish eligible PROJECT planning costs that were incurred within the past three years or will be incurred before the National Park Service approves the PROJECT. The APPLICANT understands that no other costs except for eligible PRE-AWARD PROJECT PLANNING COSTS can be incurred prior to National Park Service approval of the PROJECT, unless NPS approved a WAIVER OF RETROACTIVITY. See the ELIGIBLE COSTS charts starting on page 68 before creating a cost estimate.

NOT APPLICABLE

Applicant's Authorized Representative Signature

Date

5. Waiver of Retroactivity



Waiver of Retroactivity

The Waiver of Retroactivity is **not applicable** as the City of Turlock is not submitting any pre-award costs for reimbursement.

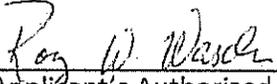
6. Funding Sources



Funding Sources Form

Funding Source (Identify all "cash-flow" sources and which will be reimbursed by LWCF)	Date Committed	Amount
<input checked="" type="checkbox"/> LWCF <input checked="" type="checkbox"/> Match	Local City General Funds—available for expenditure with reimbursement from LWCF	\$ 125,000
<input type="checkbox"/> LWCF <input checked="" type="checkbox"/> Match	Local City General Funds—available for expenditure	\$ 125,000
<input type="checkbox"/> LWCF <input checked="" type="checkbox"/> Match		
<input type="checkbox"/> LWCF <input checked="" type="checkbox"/> Match		
<input type="checkbox"/> LWCF <input checked="" type="checkbox"/> Match		
<input type="checkbox"/> LWCF <input checked="" type="checkbox"/> Match		
<input type="checkbox"/> LWCF <input checked="" type="checkbox"/> Match		
Grand Total All Funding Sources (Estimated Total Project Cost)		\$ 250,000

The Applicant understands that the Project cannot be funded unless the total amount of Committed Funds equals the estimated Total Project Cost. **The Applicant understands the definition of Committed Funds** and the Applicant certifies that they have eligible Match sources and can "cash-flow" 100 percent of the Project, which will be partially reimbursed at the Rate of Reimbursement.



 Applicant's Authorized Representative Signature

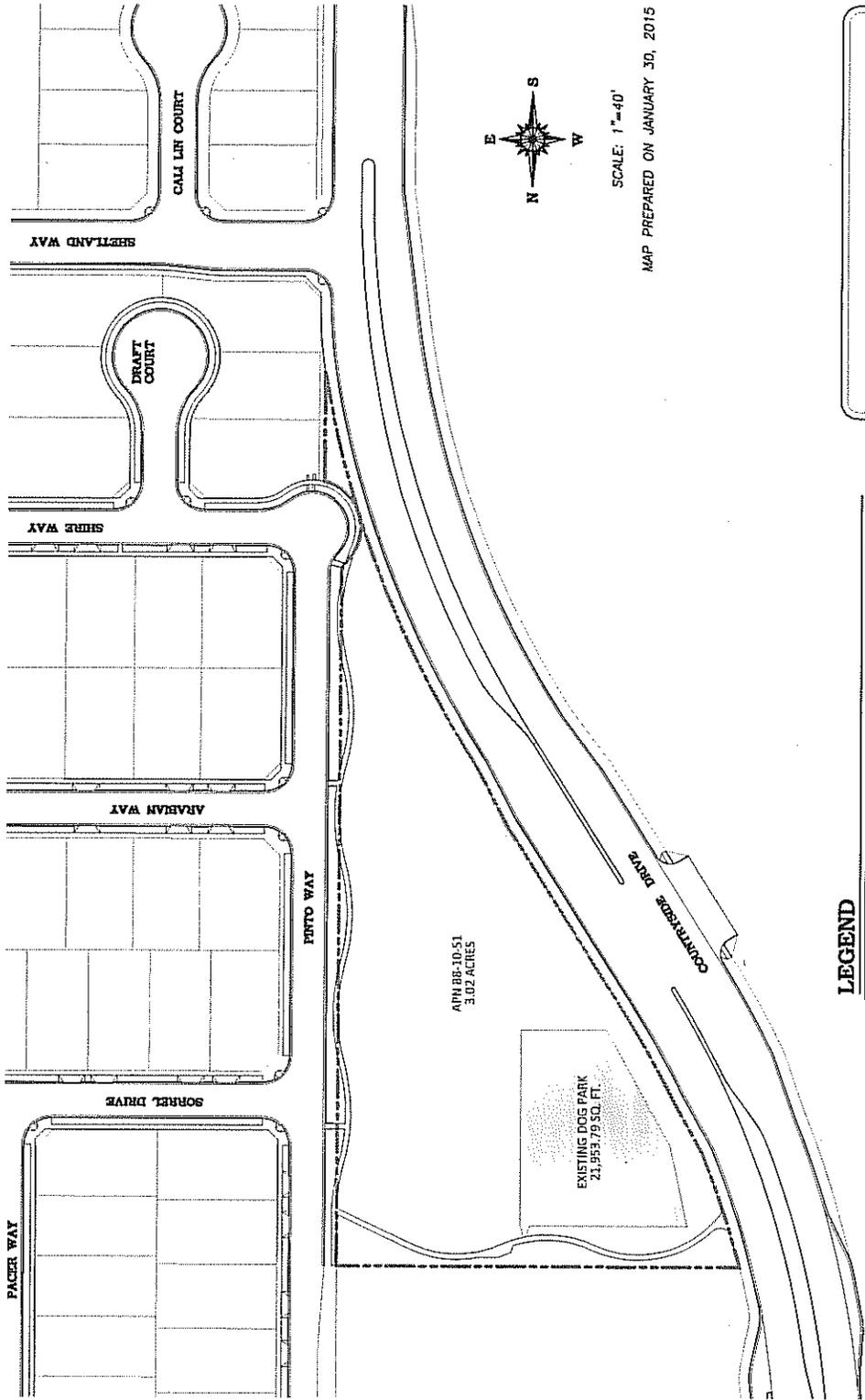
2/2/15

 Date

**7. 6(f)(3)
Boundary Map**



LWCF Section 6(f)(3) Boundary Map for Swanson-Centennial Dog Park, City of Turlock,
 LWCF XXXX, in the County of Stanislaus



MAP PREPARED ON JANUARY 30, 2015

(NAME OF APPLICANT AGENCY) AUTHORIZED REPRESENTATIVE	DATE
CA DEPT OF PARKS AND RECREATION	DATE
NATIONAL PARK SERVICE	DATE

LEGEND

-  BOUNDARY OF LAND TO BE PROTECTED 3.02 ACRES
-  EXISTING DOG PARK

THE ENTIRE PARK BOUNDARY IS CONSIDERED AN ENTRY POINT FOR PEDESTRIANS
 THIS MAP IS NOT BINDING UNTIL IT IS SIGNED BY NPS WHEN THE FINAL GRANT
 IS APPROVED BY THE STATE PARK SERVICE. THERE WAS A PREVIOUS LWCF
 PROJECT AT THE SAME PARK SITE. THE BOUNDARY MAPS ASSOCIATED WITH
 PREVIOUS PROJECT(S) FOR CONSISTENCY WITH THE SECTION 6(f)(3) BOUNDARY
 MAP FOR THE NEW LWCF PROJECT.

**8. Section 106
SHPO Packet**



Section 106 State Historic Preservation Office Packet

The City of Turlock will complete the Section 106 National Historic Preservation Act process as described in the application instructions.

The required information will be provided to the Department of Parks and Recreation prior to ***April 1, 2015.***

**9. California
Environmental
Quality Act (CEQA)
Compliance**



CEQA Compliance Certification Form

APPLICANT/GRANTEE: City of Turlock PROJECT Name: Swanson-Centennial Park Development

PROJECT Address: N. Countryside Drive, Turlock, CA 95380

When was CEQA analysis completed for this PROJECT? Date: Not applicable

The Swanson-Centennial Park Development Project is exempt from CEQA based on its status as an Existing Facility [CEQA Section 15301(d)] and the project being New Construction or Conversion of Small Structures [CEQA Section 15303(d)].

What documents were filed for this PROJECT'S CEQA analysis: (check all that apply)

- Initial Study Notice of Exemption Negative Declaration
- Mitigated Negative Declaration Environmental Impact Report
- Other _____

Lead Agency Contact Information:

Agency Name: City of Turlock Contact Person: Mike Pitcock

Mailing Address: 156 S. Broadway, Turlock, CA 95380

Phone: (209) 668-5520 Email: mpitcock@turlock.ca.us

Certification:

I hereby certify that the Lead Agency listed above has determined that it has complied with the California Environmental Quality Act (CEQA) for the PROJECT identified above and that the PROJECT is described in adequate and sufficient detail to allow the PROJECT'S construction or ACQUISITION.

I certify that the CEQA analysis for this PROJECT encompasses all aspects of the work to be completed with GRANT funds.

Roy W. Wasden 2/2/15
AUTHORIZED REPRESENTATIVE Date
(Signature)

ROY W. WASDEN 2/2/15
AUTHORIZED REPRESENTATIVE
(Printed Name and Title)

**10. Proposal
Description/
Environmental
Screening Form**



Proposal Description/Environmental Screening Form (PD/ESF)

The City of Turlock will complete the Proposal Description/Environmental Screening Form (PD/ESF) as described in the application instructions.

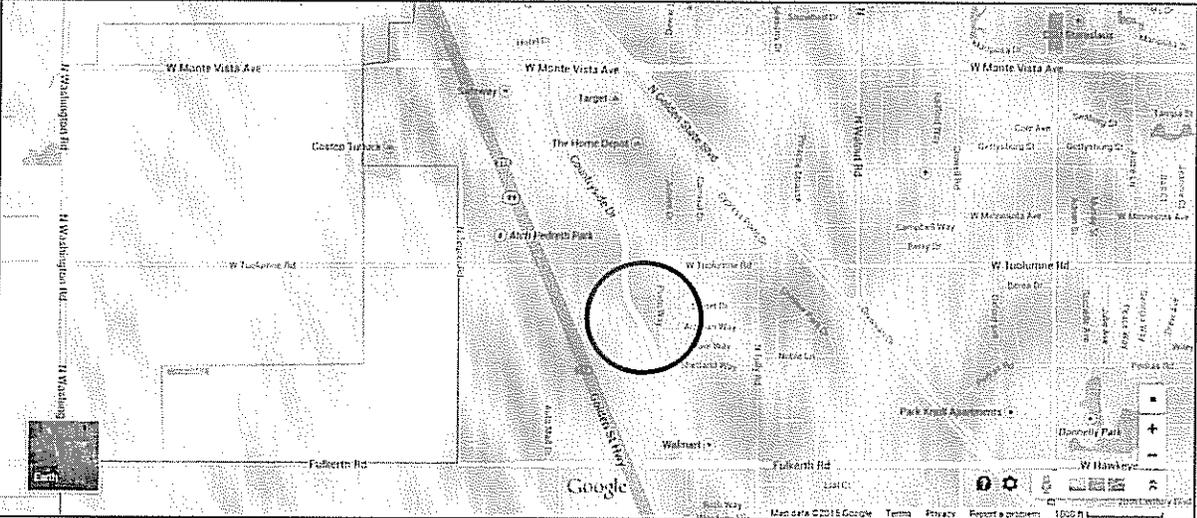
The required PD/ESF will be provided to the Department of Parks and Recreation prior to ***April 1, 2015***.

11. Project Location Map

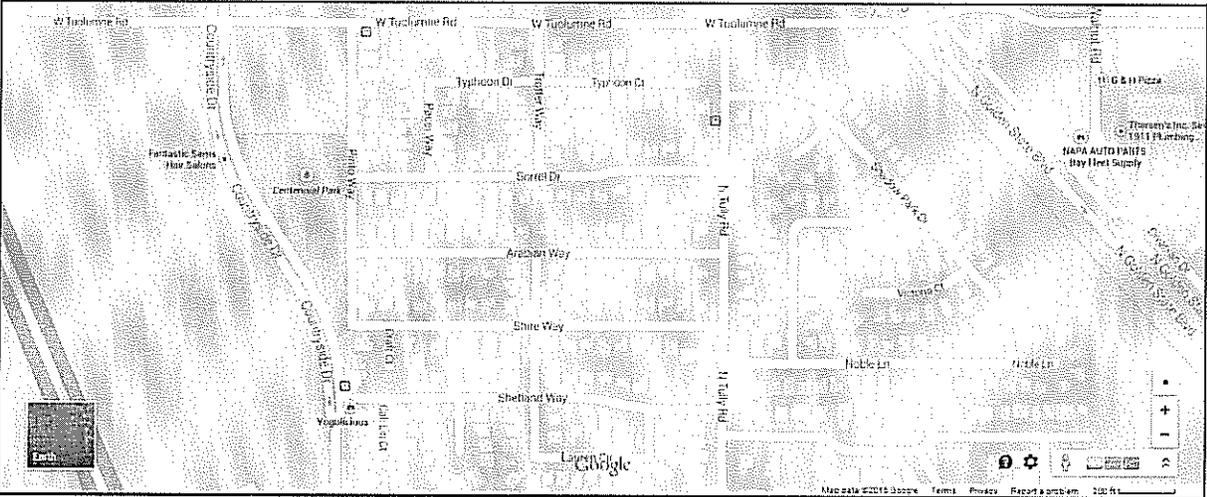


Map 1: Swanson-Centennial Park in relation to State Route 99 and access from the highway.

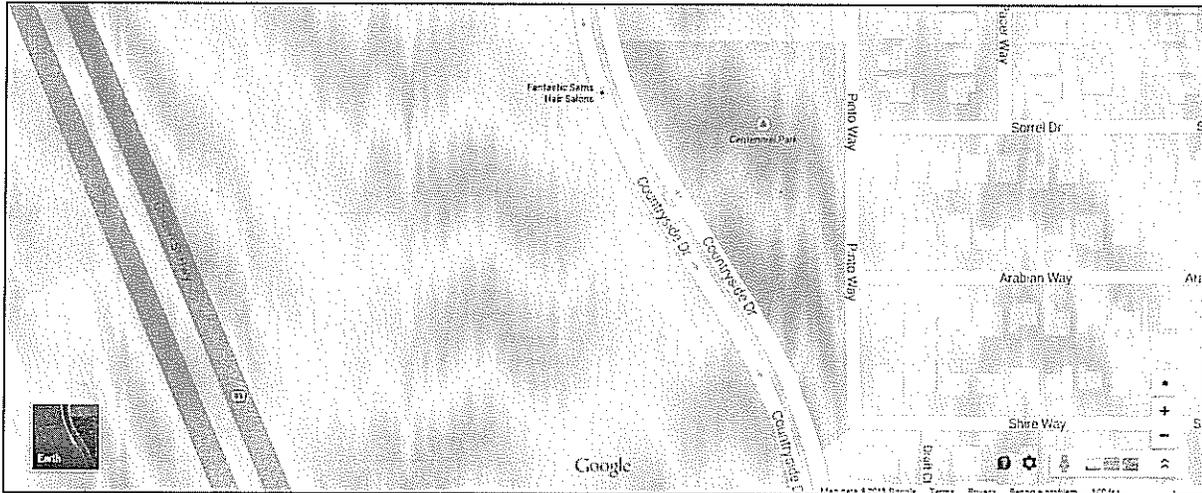
Swanson-Centennial Park on Countryside Drive in the City of Turlock can be reached from State Route 99 via either W. Monte Vista Avenue or Fulkerth Road. From the W. Monte Vista Avenue exit, proceed east to Countryside Drive, make a right turn and head south to the Park. From the Fulkerth Road exit, proceed east to Countryside Drive, make a left turn and head north to the Park.



Map 2: Swanson-Centennial Park in relation to State Route 99 to the east and neighborhoods to the west.



Map 3: Swanson-Centennial Park in relation to State Route 99 to the west and neighborhoods to the east.



Map 4: Swanson-Centennial Park in relation to State Route 99 to the west and neighborhoods to the east (aerial view).



12. Photos of Project Site



Photo 1: Swanson-Centennial Park viewed southeast from N. Countryside Drive on the north end of the park.



Photo 2: Swanson-Centennial Park viewed north from N. Countryside Drive near the south end of the park.

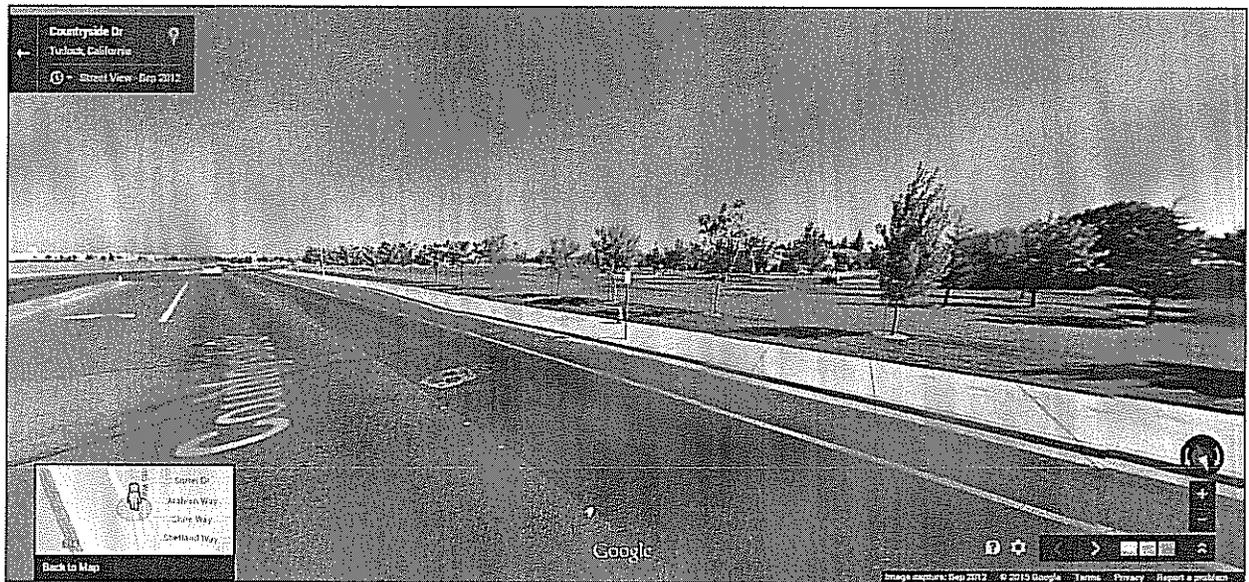


Photo 3: Swanson-Centennial Park viewed north from Pinto Way near the south end of the park.



Photo 4: Swanson-Centennial Park viewed southwest from Pinto Way near the location of the proposed park development.



**13. LWCF
Community
Fact Finder
Report**



LWCF Community Fact Finder Report

A brief narrative description of the Project Area follows the Report.

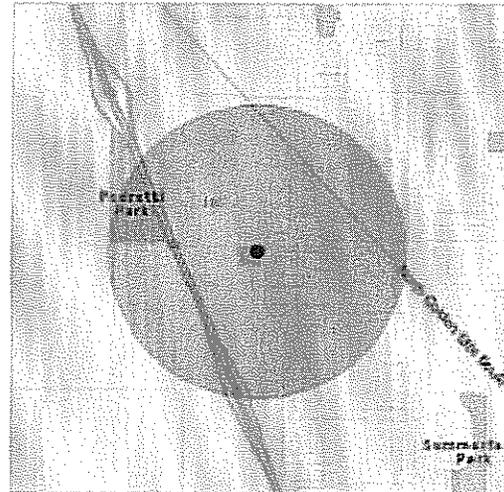
California State Parks LWCF Service Area Report	Project ID: 1668 Date Created: 01/24/2015 Coordinates: 37.514, -120.877
--	---

This is your LWCF Service Area report for the project you have defined. Please refer to your Project ID in any future communications about this project.

Project Area Statistics

County:	Stanislaus
City:	Turlock
Total Population:	2,177
<i>Margin of Error:</i>	<i>(+/- 270)</i>
Per Capita Income:	\$ 22,379
<i>Margin of Error:</i>	<i>(see table next page)</i>
# People Below Poverty:	312
Park Acres in Area:	20.91
Park Acres / 1,000 Population:	9.60

Project Area Map



Data Sources:
 American Community Survey (ACS) 5-year estimates
 Parks data from Calif. Protected Areas Database 2013i (Sept. 2013) - www.CAlands.org

Report Background

The project area statistics have been calculated based on the selected radius (in miles) from the point location of your project. The buffer is referred to as the project service area.

Population and people in poverty are calculated by determining the percent of any block groups that intersect with the service area. The service area is then assigned the sum of all the block group portions. An equal distribution in block groups is assumed.

Per capita income is calculated as a weighted average of the block group values that fall within the service area.

More information on the calculations, and a detailed description of the margin of error are available at:

http://www.mapsportal.org/lwcf/LWCF_Calculation_Documentation.pdf

Parks and park acres are based on best available source information but may not always contain exact boundaries or all parks in specific locations. Parks acreage does not include major lakes or ocean, and may not include recreation facilities where those occupy most of a site. Users can send update information on parks data to:

parkupdates@parks.ca.gov



LWCF Service Area Calculator
 is a service of the
 California Department of Parks and Recreation
www.parks.ca.gov

LWCF Service Area Calculator
 created by GreenInfo Network
www.greeninfo.org



Project Area Narrative

For the residents living near Swanson-Centennial Park—or those visiting the nearby shopping center and retail stores—there are very few park and recreation options. The LWCF Community Fact Finder Report developed for this project indicates a significant amount of acreage in park space (approximately 6.1 acres of the total 9.6 acres identified) that is part of Pedretti Park. Unfortunately, for residents on the east side of State Route 99—those who are most in need of nearby park space with recreational amenities—they must travel to either W. Monte Vista Avenue to the north or Fulkerth Road to the south to access overpasses to the west side of the highway where the larger park is located.

The neighborhoods and population on the east side of State Route 99 need recreational opportunities that are within walking and bicycling distance, avoiding the use of a vehicle, and encouraging a more active lifestyle.

14. Project Summary



Project Summary

Type of Park: Neighborhood/Pocket Park

Type of Park Explanation: A park that is generally five acres or less, and generally operated by a city agency or a local park district with the primary goal of serving residents living within walking distance.

CORP and LWCF Priorities:

CORP/LWCF Priority Citation	Explanation about how the Development meets this cited priority (approximately 25 words)
2.2	The Swanson-Centennial Park Development is located in an urban area, close to where people live and work and where current recreation opportunities are inadequate.
2.3	The Swanson-Centennial Park Development provides a new kind of outdoor recreation in a neighborhood with high-density housing.
2.6	The Swanson-Centennial Park Development provides alternative park elements.
3.1	The Swanson-Centennial Park Development provides areas where children can connect with the outdoors and engage in active outdoor activities, such as exploring and unstructured play.
3.2	The Swanson-Centennial Park Development provides outdoor recreation play equipment that integrates physical activity and stimulates children's imagination.

15. Project Selection Criteria



1. Unmet Need

C. Why is this development a high priority project to serve the region, city-wide public, or neighborhood residents (based on the type of park and the CORP/LWCF priorities described in the project summary).

The City of Turlock's Swanson-Centennial Park Development is a high priority for neighborhood residents in the north end of the City. This area of the City is experiencing growth in both housing and commercial activity, creating a distinct need for additional parks and recreation facilities. While the park, in its current state, is in a good location and condition for resident use, it lacks any amenities that would further encourage its utilization.

Though the Swanson-Centennial Park will most immediately impact residents within the closest walking distances, others around the City and nearby cities will benefit from the Park and its playground structure. Given the Park's location near a busy, growing commercial hub that includes retail and restaurant establishments, the Park has the potential of also attracting visitors from these locations, whether they are nearby residents or not.

The City of Turlock has tremendous needs with regard to providing park and recreation opportunities for its residents. The City has a population of 70,365 residents, many of whom are economically-disadvantaged. The City's per capita income is \$23,199 (compared to \$29,527 for the State), median household income is \$53,270 (compared to \$61,094 for the State), and persons below poverty is 17.2 percent (compared to 15.9 percent for the State).

The Swanson-Centennial Park will fulfill **five** CORP and LWCF priorities:

- **2.2 and 2.3**—The Park is located in an urban area, both close to where people live and work and where current recreation opportunities are not adequate. Besides the Swanson-Centennial Park, there is no other nearby park available to residents. Therefore, the City wants to provide better accessibility to recreation and outdoor activities; this Park will provide a new kind of outdoor recreation in a neighborhood with high-density housing (Oak Park Apartments) and that currently does not have immediate access to recreational facilities. The City's Recreation Services believes that outdoor activity strengthens the community's fabric, health and wellbeing, economic base, and security. Families, individuals, and youth who have access to outdoor programs are enhanced through the participation in fitness programs and sports. This combats obesity, stress, and helps to cultivate creativity and leadership.
- **2.6, 3.1, and 3.2**—The Swanson-Centennial Park will provide alternative park elements. The City is committed to placing a playground structure in the Park as well as some exercise equipment. This will increase the number of participants and visitors at the Park, support the City's mission, and fulfill the LWCF's priorities. In addition, the Park provides areas where children can connect with the outdoors and engage in active outdoor activities, such as exploring, tree climbing, and unstructured play.

Families and children will have access to both playground structures and unstructured play through the Swanson-Centennial Park Development. The Park will provide outdoor recreation play equipment that integrates physical activity and stimulates children's imagination. It is the City's intent to offer equal opportunity to outdoor recreation so residents can exercise, fight obesity, learn abstractly, learn the elements of play, and engage in sports activities.

D. If this proposed development is not completed in the next five years, what effect will the continued lack of this proposed recreational opportunity(s) have on the region, city-wide public, or neighborhood residents?

If the City of Turlock is unable to implement the development of additional amenities at Swanson-Centennial Park, a total of 2,177 direct neighborhood residents in the Project Area identified through the LWCF Community Fact Finder Tool will be negatively impacted. Even greater than this radius of persons is the number of residential units and higher density housing that will be negatively impacted.

Because of the residents' lower economic status, many families are unable to enjoy outside activities that cost money, such as gyms, and play parks with fees attached to them. In order to encourage residents to get outside, the City must provide adequate access to facilities, especially parks with playground structures.

The City of Turlock is placing a strong emphasis on active transportation, consistent with the priorities at the State and federal level. Active transportation choices, including walking and bicycling, require destinations that are in close proximity to where the residents live, work and go to school. By delaying the further development of Swanson-Centennial Park, efforts to address the health and well-being of neighborhood residents is hampered.

2. Type of Project

Use the following format to identify the type of PROJECT by checking the appropriate field below based on what will be accomplished with the GRANT and MATCH.

Type of PROJECT	Check appropriate field	Points
ACQUISITION to create a NEW PARK	<input type="checkbox"/>	10
DEVELOPMENT to create a NEW PARK	<input type="checkbox"/>	8
ACQUISITION to EXPAND an existing PARK	<input type="checkbox"/>	6
DEVELOPMENT to improve an existing PARK	<input checked="" type="checkbox"/>	4

3. New acreage placed under 6(f)(3) protection

Type of PROJECT	Parcel Number(s) shown on 6(f)(3) BOUNDARY MAP	Number of acres to be placed under new 6(f)(3) protection shown on the 6(f)(3) BOUNDARY MAP
ACQUISITION to create a new PARK		
ACQUISITION to EXPAND an existing PARK (can include existing PARK'S acreage only if it is not already under 6(f)(3) protection.)		
DEVELOPMENT to create a new PARK		
DEVELOPMENT to improve an existing PARK (can include existing PARK'S acreage only if it is not already under 6(f)(3) protection.)	APN #088010051000	3.5

4. Population Density

Type of PARK	Fact Finder Population – Based on Type of PARK'S Radius
County-wide/Regional Park or Wildlife Area	
City-wide/Community Park	
Neighborhood/Pocket Park	2,177 (+/- 270)

5. Underserved Population

A. Per Capita Income

Type of PARK Consistent with PROJECT Summary and Criteria #4	Per Capita Income
County-wide/Regional Park or Wildlife Area	
City-wide/Community Park	
Neighborhood/Pocket Park	\$22,379

B. Project Benefits for Seniors, At Risk Youth, or People with Disabilities

UNDERSERVED POPULATION	PROJECT Benefit(s) for this group
Seniors	Seniors will have the opportunity to frequent the park—given its close proximity to housing—and rest under the shade structure.
At Risk Youth	At risk youth in the area will have a place to exercise and participate in creative free play in a positive environment.
Persons with Disability	Youth with disabilities can access several of the playground components despite their disabilities.

6. Public Input

Per the application instructions, a response is not needed in this Project Selection Criteria section for this item. However, the required information will be included in the PD/ESF documentation provided by **April 1, 2015**.

7. Project Readiness

Milestone	If completed, provide Month/Year	Points for completion	If not yet completed, provide future Month/Year
Schematic/concept level	December 2014	2	
Engineer Cost Estimate for further design DEVELOPMENT.		2	November 2015
Construction documents		2	November 2015
Construction permits		2	November 2015
Bid package prepared or employee services for construction has been determined		2	December 2015

8. Applicant's Eligibility

Answer A below for local agencies that have administered a GRANT with OGALS since the 2000 Bond Act (Prop. 12), 2002 Bond Act (Prop. 40), 2006 Bond Act (Prop. 84), Recreational Trails Program, Habitat Conservation Fund or Land and Water Conservation Fund.

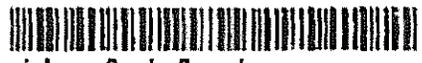
A. Are any of the ineligibility criteria listed below applicable? (If there is a reason to believe the ineligibility criteria listed below are applicable, contact your OGALS PROJECT OFFICER for confirmation before applying.)

None of the ineligibility criteria contained in the application instructions apply to the City of Turlock.

19. Evidence of Land Ownership



10



RECORDING REQUESTED BY
First American Title Company

Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2004-0186122-00

AND WHEN RECORDED MAIL TO:
The City of Turlock
Attn: Brad Klavano, City Engineer,
156 S. Broadway, #150
Turlock, CA 95380

Acct 583-First American Title Co
Wednesday, NOV 10, 2004 08:00:00
TLI Pd \$417.98 Nbr-0001632357
JEL/R3/1-14

Space Above This Line for Recorder's Use Only

A.P.N.: 088-010-003

SURVEY MONUMENT FEE \$10

File No.: 1004-1525822 (DE)

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$361.90, based on value less gift to city in
SURVEY MONUMENT FEE \$ the amount of \$640,442.88.

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; City of Turlock, and

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Golden Triangle Investments,
a California General Partnership

hereby GRANTS to The City of Turlock, a Municipal Corporation

the following described property in the City of Turlock, County of Stanislaus, State of California:

AS DESCRIBED AT EXHIBITS "A" AND "A-1" AND DEPICTED ON EXHIBITS "B" AND "B-1"

**AND AN EASEMENT IN AND TO THE PROPERTY DESCRIBED AT EXHIBIT "A-2" AND
DEPICTED AS EXHIBIT "B-2."**

EXH.

Mail Tax Statements To: SAME AS ABOVE

10
no 5)

5/14

A.P.N.: 088-010-003

Grant Deed - continued

File No.: 1004-1525822

(DE)

Date: 08/09/2004

Date: 08/09/2004

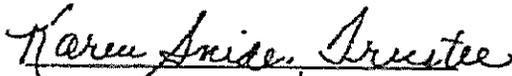
Golden Triangle Investments, a California
General Partnership

By: Snider, Snider & Buchanan, Inc., a
California Corporation



By: Dennis Buchanan, President

By: Karen Snider Separate Property Trust



By: Karen Snider, Trustee



By: Robin Snider, Trustee

A.P.N.: 088-010-003

Grant Deed - continued

File No.: 1004-1525822

(DE)

Date: 08/09/2004

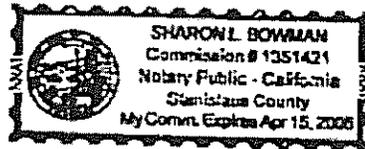
STATE OF California
COUNTY OF Stanislaus

On 8-10-04, before
me, Sharon L. Bowman personally appeared
Dennis Bugaban, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature

*This area for official
notarial seal*



My Commission Expires: 4-15-06

Notary Name: Sharon L. Bowman Notary Phone: 209-669-4503
Notary Registration Number: 1351421 County of Principal Place of Business: Stanislaus

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Stanislaus }

On 8-16-04 before me, Sharon L. Bowman
Notary Public

personally appeared Robin Snyder
Witness of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Sharon L. Bowman
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant Deed

Document Date: 8-9-04 Number of Pages: 3

Signer(s) Other Than Named Above: Dennis Buchanan & Karen Snyder

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles

On August 20, 2004 before me, Bertha Valdez Notary Public
DATE NAME, TITLE OF OFFICER - E.G., JUDGE, NOTARY PUBLIC

personally appeared Karen Snider
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Bertha Valdez
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Grant Deed
TITLE OR TYPE OF DOCUMENT

3
NUMBER OF PAGES

8/9/04
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON OR ENTITY(ES)

Dennis Buchanan
Robin Snider
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A
PARK
Dedication

DESCRIPTION

All that certain real property situate in a portion of the southwest quarter of Section 9, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, in the City of Turlock, County of Stanislaus, State of California, described as follows:

COMMENCING at the northeast corner of said southwest quarter of Section 9; thence South $0^{\circ}08'48''$ West along the east line of said southwest quarter of Section 9 a distance of 395.94; thence North $89^{\circ}59'12''$ West 16.00 feet to the TRUE POINT OF BEGINNING; thence continuing North $89^{\circ}59'12''$ West 364.70 feet to a point on the northeasterly right-of-way line of Countryside Drive as described in Instrument No. 0139270, recorded August 25, 2004, Stanislaus County Records said point being on a non-tangent curve to which a radial line bears South $75^{\circ}52'52''$ West from the center; thence along the said northeasterly right-of-way of Countryside Drive the following 8 courses; thence

- (1) Southeasterly 109.41 feet along said non-tangent curve concave to the east, having a radius of 800.00 feet and a central angle of $7^{\circ}50'09''$;
- (2) South $29^{\circ}12'49''$ East 53.73 feet to the beginning of a non-tangent curve to which a radial line bears South $64^{\circ}12'05''$ West from the center;
- (3) Southeasterly 88.21 feet along said non-tangent curve concave to the east, having a radius of 795.00 and a central angle of $6^{\circ}21'26''$;
- (4) South $32^{\circ}09'23''$ East 205.82 feet;
- (5) South $27^{\circ}23'34''$ East 60.20 feet;
- (6) South $32^{\circ}09'23''$ East 7.69 feet to the beginning of a non-tangent curve to which a radial line bears North $57^{\circ}50'37''$ East from the center;
- (7) Southeasterly 362.03 feet along the arc of said non-tangent curve concave to the west, having a radius of 960.00 feet and a central angle of $21^{\circ}36'25''$ to the beginning of a compound curve;

(8) Southeasterly 21.28 feet along the arc of said compound curve concave to the west, having a radius of 500.00 feet and a central angle of $2^{\circ}26'17''$ to the said east line of the southwest quarter of Section 9;

thence North $0^{\circ}08'48''$ East along the said east line of the southwest quarter of Section 9 a distance of 101.22 feet to a point on the existing south right-of-way of Shire Way as shown on map of Countryside Estates No. 2 recorded in Book 38 of Maps, at Page 56, Stanislaus County Records, said point being on a non tangent curve to which a radial line bears South $14^{\circ}49'42''$ West from the center; thence northerly 91.94 feet along the arc of said non-tangent curve concave to the east, having a radius of 44.00 feet and a central angle of $119^{\circ}43'17''$ to a point of reverse curve; thence 11.62 feet along the arc of said reverse curve concave to the west, having a radius of 15.00 feet and a central angle of $44^{\circ}24'11''$; thence North $0^{\circ}08'48''$ East along a line 16.00 feet west of and parallel with the said east line of the southwest quarter of Section 9, a distance of 633.17 feet to the point of beginning.

Containing 3.02 Acres.



EXHIBIT A-1
PINTO WAY
Dedication

DESCRIPTION

All that certain real property situate in a portion of the southwest quarter of Section 9, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, in the City of Turlock, County of Stanislaus, State of California, described as follows:

COMMENCING at the northeast corner of said southwest quarter of Section 9; thence South $0^{\circ}08'48''$ West along the east line of said southwest quarter of Section 9 a distance of 40.01 feet to the TRUE POINT OF BEGINNING; thence continuing South $0^{\circ}08'48''$ West along the said east line of the southwest quarter of Section 9 a distance of 1072.07 feet to a point on the existing south right-of-way of Shire Way as shown on map of Countryside Estates No. 2 recorded in Book 38 of Maps, at Page 56, Stanislaus County Records, said point being on a non tangent curve to which a radial line bears South $14^{\circ}49'42''$ West from the center; thence northerly 91.94 feet along the arc of said non-tangent curve concave to the east, having a radius of 44.00 feet and a central angle of $119^{\circ}43'17''$ to a point of reverse curve; thence 11.62 feet along the arc of said reverse curve concave to the west, having a radius of 15.00 feet and a central angle of $44^{\circ}24'11''$; thence North $0^{\circ}08'48''$ East along a line 16.00 feet west of and parallel with the said east line of the southwest quarter of Section 9, a distance of 972.94; thence North $46^{\circ}34'44''$ West 21.84 feet; thence North $86^{\circ}41'43''$ East 3.66 feet; thence North $89^{\circ}58'00''$ East 28.25 feet to the point of beginning.

Containing 0.41 Acres.



EXHIBIT A -2
SANITARY SEWER LIFT STATION
Easement

DESCRIPTION

All that certain real property situate in a portion of the southwest quarter of Section 9, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, in the City of Turlock, County of Stanislaus, State of California, described as follows:

COMMENCING at the northeast corner of said southwest quarter of Section 9; thence South 89°58'00" West along the north line of said southwest quarter of Section 9 a distance of 338.65 feet; thence South 0°02'00" East 55.00 feet to the south right-of-way line of Tuolumne Road as described in Instrument No. 0139270, recorded August 25, 2004, Stanislaus County Records said point being the TRUE POINT OF BEGINNING; thence continuing South 0°02'00" East 34.00 feet; thence South 89°58'00" West along a line parallel with and 34.00 feet south of the said south right-of-way line of Tuolumne Road a distance of 28.00 feet; thence North 0°02'00" West 34.00 feet to the said south right-of-way line of Tuolumne Road; thence North 89°58'00" East along the said south right-of-way line of Tuolumne Road a distance of 28.00 feet to the point of beginning.

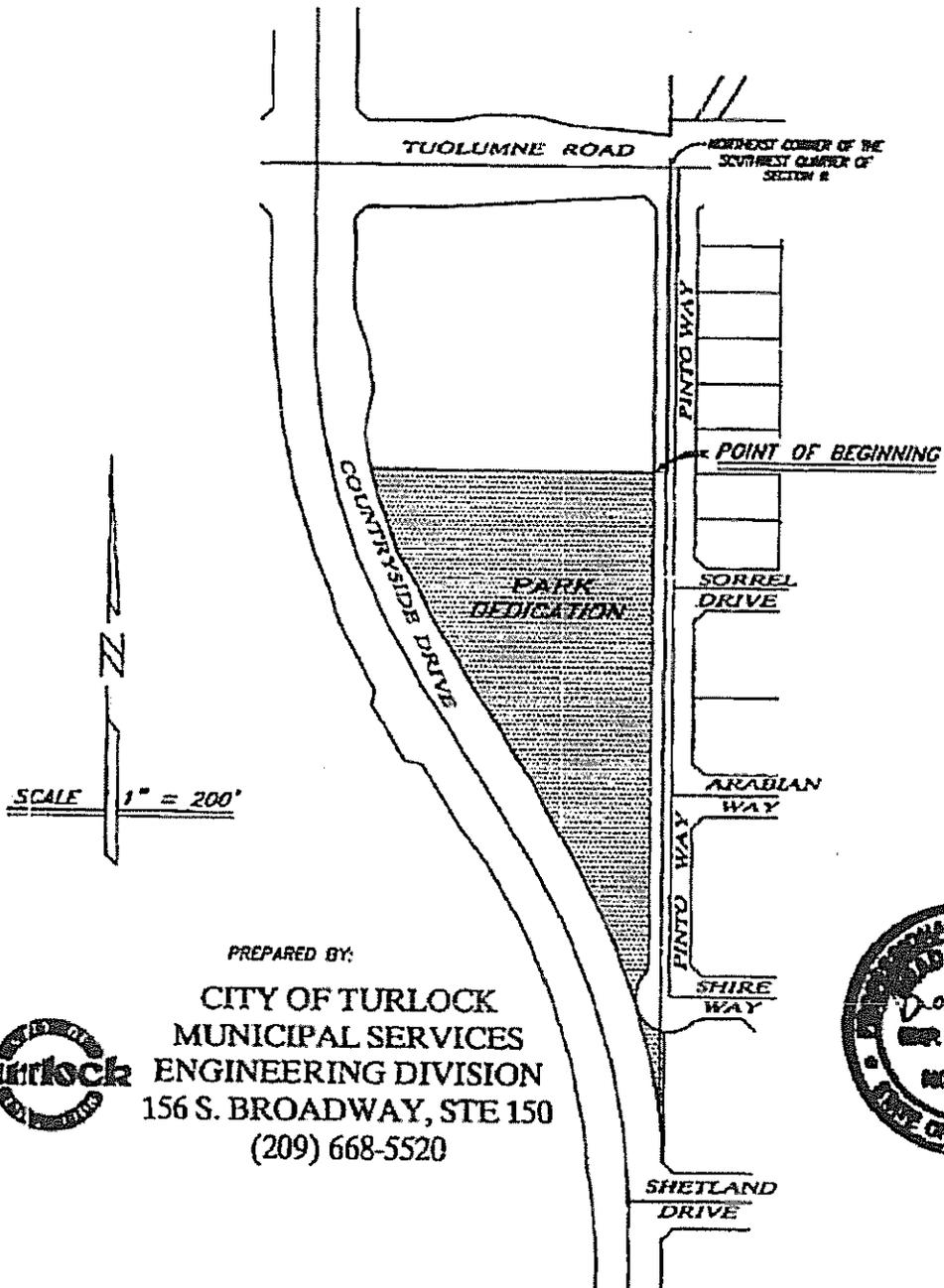
Containing 952 Square Feet.



EXHIBIT "B"

PARK DEDICATION

BEING A PORTION OF THE SOUTHWEST QUARTER
OF SECTION 9, T. 5 S., R. 10 E., M.D.B. & M.
CITY OF TURLOCK, COUNTY OF STANISLAUS, CALIFORNIA
SCALE: 1" = 200' AUGUST 2004.

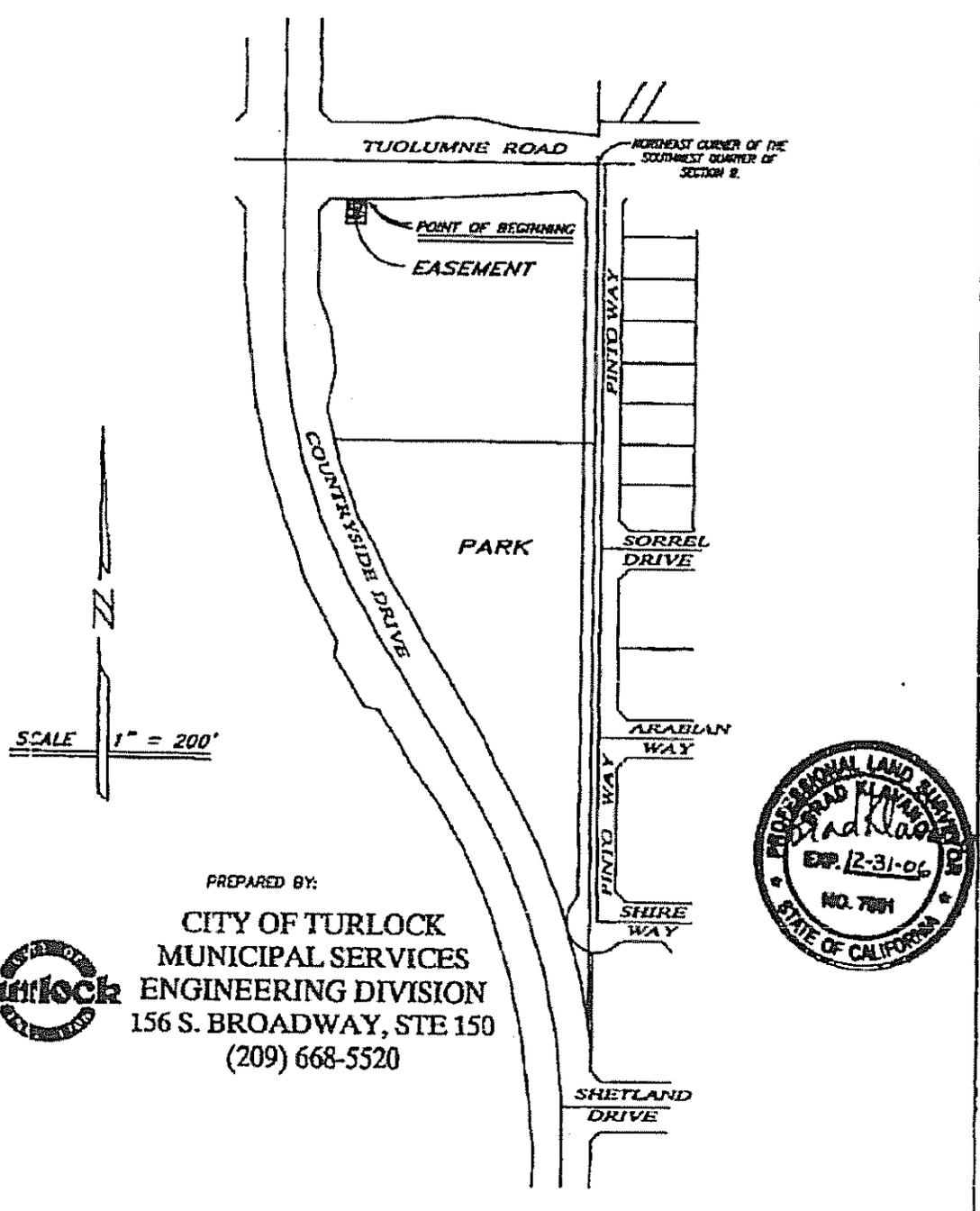


PREPARED BY:
CITY OF TURLOCK
MUNICIPAL SERVICES
ENGINEERING DIVISION
156 S. BROADWAY, STE 150
(209) 668-5520

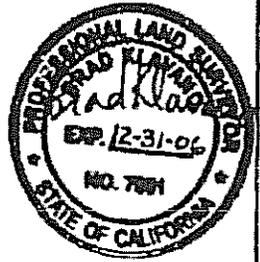


EXHIBIT "B-2"
SANITARY SEWER LIFT STATION
EASEMENT

BEING A PORTION OF THE SOUTHWEST QUARTER
 OF SECTION 8, T. 5 S., R. 10 E., M.D.B. & M.
 CITY OF TURLOCK, COUNTY OF STANISLAUS, CALIFORNIA
 SCALE: 1" = 200' AUGUST 2004.



PREPARED BY:
CITY OF TURLOCK
MUNICIPAL SERVICES
ENGINEERING DIVISION
 156 S. BROADWAY, STE 150
 (209) 668-5520



CERTIFICATE OF ACCEPTANCE and RECORDATION CONSENT

This is to certify that the interest in real property conveyed by this Grant Deed dated 08/09/04 from Golden Triangle Investments, a California General Partnership, to the City of Turlock, a Municipal Corporation, is hereby accepted by the undersigned officer on behalf of the City of Turlock, pursuant to authority conferred by Resolution No. 68-42 of the City Council of the City of Turlock, adopted on April 2, 1968, and the grantee consents to recordation thereof by its duly authorized officer.

Rhonda Greenlee, Deputy for
Rhonda Greenlee, City Clerk
City of Turlock, County of Stanislaus
State of California

10/13/04
Date

Mail future tax statements to the City of Turlock, 156 S. Broadway, Suite 110, Turlock CA 95380

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$340,000.00 TO LINE NUMBER 165/464-7-57 }
NP 21 TUOLUMNE/COUNTRYSIDE PARK }
LAND FOR THE PURCHASE OF PROPERTY }
TO BE FUNDED IN PART BY A LOAN }
OF \$143,520.18 FROM THE CAPITAL }
FACILITY FEE PROGRAM (CFF) }
TRANSPORTATION RESERVE TO FUND }
165 AND THE BALANCE TO BE FUNDED }
FROM FUND 165-NP 21 TUOLUMNE/ }
COUNTRYSIDE PARK RESERVE }

RESOLUTION NO. 2004-123

WHEREAS, the City has a Park Master Plan that identifies the location of City Parks throughout the Community; and

WHEREAS, the Park Master Plan has identified a park to be located at the southeast corner of Countryside Drive and Tuolumne Road called Countryside Park; and

WHEREAS, the owner of the property that Countryside Park has been located has approached the City regarding the purchase 3.42 acres for the Park; and

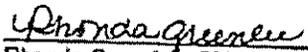
WHEREAS, the Real Property Agreement outlines the points of settlement between the City and the property owner for the acquisition of said property.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate to the Fiscal Year 2004/2005 Budget \$340,000.00 to Line item 165/464-7-57 NP 21 Tuolumne/Countryside Park Land to be funded in part by a loan of \$143,520.18 from the Capital Facility Fee Program Transportation Reserve, and the balance to be funded by Fund 165 – NP 21 Tuolumne/Countryside Park Reserve.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of June, 2004, by the following vote:

AYES:	Councilmembers Hatcher, Lazar, Wallen, Yerby and Mayor Andre
NOES:	None
ABSTAIN:	None
NOT PARTICIPATING:	None
ABSENT:	None

ATTEST:


Rhonda Greenlee, CMC
City Clerk, City of Turlock, County
of Stanislaus, State of California

20. Concept Level Site Plan





BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
FILING OF AN APPLICATION, }
ACCEPTANCE OF AN ALLOCATION OF }
FUNDS, AND EXECUTION OF A GRANT }
AGREEMENT FOR LAND AND WATER }
CONSERVATION FUND, SWANSON }
CENTENNIAL PARK DEVELOPMENT }
PROJECT }
_____}

RESOLUTION NO. 2015-

WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing matching funds to the State of California and its political subdivisions for acquiring lands and developing facilities for public outdoor recreation purposes; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing applications by local agencies under the program; and

WHEREAS, the City of Turlock certifies by resolution the authorization of the application and the availability of eligible matching funds prior to submission of the application to the State.

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

1. Authorize the filing of an application , acceptance of an allocation of funds, and execution of a grant agreement for Land and Water Conservation Fund assistance for the proposed, Swanson Centennial Park Development Project ; and
2. Agrees to abide by SECTION 6(F)(3) of Public Law 88-578 which states "No property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversation only if he finds it to be in accord with the existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location"; and
3. Certifies that said agency has matching funds from eligible source(s) and can finance 100 percent of the Project, which up to half may be reimbursed; and

4. Appoints Roy Wasden, City Manager, as agent of the City of Turlock to conduct all negotiations and execute and submit all documents, including, but not limited to, applications, contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of March, 2015, 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 10, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Jennifer Land, Executive Administrative Assistant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a maintenance agreement with XC2 Software, LLC to provide software maintenance and support on a Backflow Prevention Program for the Municipal Services Department, for a period of twelve (12) months, in an amount not to exceed \$2,000 annually

2. DISCUSSION OF ISSUE:

A backflow prevention program is a requirement of the City's permit to operate its drinking water system as regulated by the State Department of Water Resources (Division of Drinking Water). The purpose of a backflow device is to protect the public potable water supply from the possibility of contamination or pollution by cross-connection of a customer's internal distribution system or non-potable water system.

XC2 Software, LLC has been providing software maintenance and support for the Municipal Service Department's Backflow Prevention Program since 2000. Staff recommends that the existing maintenance agreement be renewed. The program manages the inventory of private and public backflow devices installed within City limits. The program tracks annual test results, device numbers, installs and replacements. Maintenance and support services include on-going updates, technical support, and data management tools. XC2 Software has performed very well over the years and the renewal of the maintenance contract will allow for the continued use of the software. At this point, it will be more efficient to continue using XC2 Software rather than rebidding the entire contract, implementing a new software program, and migrating all files over to a new software platform.

3. BASIS FOR RECOMMENDATION:

A. The program is a requirement of the City's permit to operate its drinking water system as regulated by the State Department of Water Resources (Division of Drinking Water).

- B. Staff recommends the approval of the maintenance agreement with XC2 Software, LLC. The software is very beneficial and provides staff with the necessary tools to effectively manage the backflow prevention program.

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:

Annual renewal fees for the maintenance agreement are currently budgeted in Fund 420-52-550.44010_001 "Computer Software Maintenance"

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Council may elect not to approve this agreement. This alternative is not recommended; ongoing maintenance and support for the backflow program is necessary to ensure compliance with the City's drinking water permit and to achieve optimal functionality of the program.

EXHIBIT A
SOFTWARE LICENSE AGREEMENT AND WARRANTY

THIS LICENSE AND WARRANTY IS A LEGAL AGREEMENT BETWEEN YOU ("LICENSEE", EITHER AS AN INDIVIDUAL OR ENTITY) AND XC2 SOFTWARE LLC ("LICENSOR"). BY USING THE PRODUCT SHIPPED WITH THIS LICENSE AND WARRANTY, YOU ACCEPT AND AGREE TO THE TERMS HEREOF. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS LICENSE AND WARRANTY, YOU SHOULD RETURN THE PRODUCT TO LICENSOR IN ITS ORIGINAL PACKAGING AND REMOVE ANY PORTION OF THE SOFTWARE INSTALLATION FROM ANY AND ALL DRIVES WITHIN FIFTEEN (15) DAYS OF PURCHASE, AND YOU WILL RECEIVE A REFUND OF YOUR MONEY.

1. Definition of Product and Software. As used herein, "Software" means the XC2 software shipped with this License and Warranty.

2. General. UNDER THE TERMS OF THIS LICENSE AND WARRANTY, THE SOFTWARE IS LICENSED (AND NOT SOLD) TO YOU. LICENSOR IS WILLING TO LICENSE THE SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENSE AND WARRANTY.

3. License Grant. Licensor hereby grants to you, and you hereby accept from Licensor, a non-exclusive, nontransferable license to install, execute, and use the Software either (i) if for a "single-user" system, on the single computer only for which Licensor has provided you a license, or (ii) on a Multi-User (Client/Server) system for which the Licensor has provided a multi-user license. Multi-User systems may install the XC2 Client Software on as many computer workstations as desired. Concurrent users are limited by the license provided, including "One Concurrent User systems". Concurrent Users is defined as users accessing the software at the same time. All rights in the Software shall remain the property of Licensor or its licensors, if any. You shall not make any modifications to the Software without Licensor's prior written consent. You shall not reproduce the Software except to the extent strictly necessary for proper use of the Product; provided, however, that you may make an archive copy of the Software. YOU SHALL KEEP THE SOFTWARE AND ANY OPERATING MANUALS OR USER DOCUMENTATION ASSOCIATED THEREWITH IN CONFIDENCE AND SHALL NOT DISCLOSE OR PROVIDE ANY ASPECTS, SCREEN SHOTS, VIEWS OR FUNCTIONS OF THE SOFTWARE, MANUALS OR DOCUMENTATION TO ANY OTHER PARTY WITHOUT SPECIFIC WRITTEN CONSENT BY LICENSOR. You may not cause, permit or suffer the Software to be reverse engineered, disassembled or decompiled, rented, or offered for sale or other means of transfer or disposition, nor shall you develop software that performs the functions of the Software in the identical manner as the Software. So long as you comply with all terms of this License and Warranty, the license granted hereunder shall be perpetual. The license shall, however, in all events automatically terminate upon the sale or other transfer of the Software and/or in the event of the permanent discontinuance of the use of the Software by you, and the use of the Software by any purchaser or other transferee from you will be conditioned upon the grant of a new license in respect thereof by Licensor.

4. U.S. Government Restricted Rights. The Software and related documentation are "restricted computer software" as defined in the Commercial Computer Software Restricted Rights clause at 48 CFR 52.227-19 provided with "Restricted Rights." Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraphs (c)(1) and (2) of that clause.

5. Licensor's Rights. You acknowledge and agree that the Software is a proprietary product of Licensor protected under U.S. copyright law. You further acknowledge and agree that all right, title, and interest in and to the Software, including associated intellectual property rights, are and shall remain with Licensor. This License and Warranty does not convey to you an interest in or to the Software, but only a limited right of use revocable in accordance with the terms of this License and Warranty.

OK for Agents


6. Limited Warranty. Licensor warrants that the Software will substantially conform to the applicable Licensor published specifications provided Customer has a current maintenance and support contract in place. This limited warranty extends only to Customer as the original licensee. LICENSOR AND ITS LICENSORS DO NOT BY VIRTUE OF THIS AGREEMENT, AND HEREBY EXPRESSLY DISCLAIM, ANY REPRESENTATION OR WARRANTY TO ANY LICENSEE OR OTHER THIRD PARTY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER LICENSEE NOR ANY THIRD PARTY SHALL HAVE THE RIGHT TO MAKE OR PASS ON ANY SUCH WARRANTY OR REPRESENTATION ON BEHALF OF LICENSOR TO ANY END USER OR THIRD PARTY. In no event does Licensor warrant that the Software is error free, that Licensee will be able to operate the Software without problems or interruptions, or that it will be compatible with the Licensee's own equipment and software configuration. During the limited warranty period you will be entitled to receive software fixes and updates to the software that Licensor releases and makes commercially available and for which it does not charge separately, subject to the procedures for delivery to purchasers of Licensor's products generally. This warranty does not apply if the software (a) has been altered, except by Licensor, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Licensor, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident, or (d) is used in ultra hazardous activities. Some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. This warranty gives Licensee specific legal rights. You may have other rights which vary from state to state. The foregoing warranty shall not apply to defects resulting from improper or inadequate maintenance by you, or software supplied by you, or interfacing, or unauthorized modifications, or misuse, or any component comprising the Software, has been altered in any way from its original installation. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability. LICENSEE AGREES THAT LICENSOR AND/OR ITS LICENSORS SHALL NOT IN ANY EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC LOSS ARISING IN CONNECTION WITH LICENSEE 'S USE OF OR INABILITY TO USE THE DERIVATIVE PRODUCTS. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE AND INDEPENDENT OF ANY FAILURE OF ESSENTIAL PURPOSE OF THE REMEDIES PROVIDED HEREUNDER. THIS DISCLAIMER SHALL APPLY WHETHER OR NOT LICENSOR OR ITS LICENSORS HAVE BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Indemnification. Licensor agrees to defend, indemnify and hold Licensee harmless from and against any claim, suit, demand, or action alleging that the Software or any component thereof infringes a copyright, trade secret, or any other proprietary right of any third party recognized under the laws of the United States, and Licensor shall indemnify you against all costs, expenses, (including reasonable attorney's fees), and damages arising from any such claim, suit, demand, or action; provided, however, that: (i) you shall have given Licensor prompt written notice of such claim, suit, demand, or action; (ii) you shall cooperate with Licensor in the defense and settlement thereof; and, (iii) Licensor shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof. If a temporary or a final injunction is obtained against your use of the Software or any portion thereof by reason of an infringement of a U.S. copyright, trade secret, or other proprietary right, Licensor will, at its option and expense, either (i) procure for you the right to continue using the Software or (ii) replace or modify the Software or such infringing portion thereof so that it no longer is infringing, so long as the utility or performance of the Software is not adversely affected by such replacement or modification. Licensor shall have no liability to Licensee for any infringement action or claim that is based upon or arises out of the use of the Software or any component thereof in combination with any other system, equipment, or software in the event that, but for such use, the claim of infringement would not lie.

9. No Assignment. This Agreement shall not be assigned in whole or in part by either party without the prior consent of the other, that shall not be reasonably withheld, and any attempt by either party to so assign this Agreement shall be invalid. However, either party may assign this entire Agreement to a parent, subsidiary or affiliated company of that party without the consent of the other party.

10. Termination.

The term of this Agreement shall remain in force for the duration of the licensing period. This Agreement may be terminated with 30 days written notice by **XC2 Software LLC** if Customer breaches or fails to comply with any of the terms and conditions of this Agreement. Customer will have 30 days from receipt of written notice to cure any terms or conditions that are in breach of or out of compliance with this agreement. Upon termination, Customer shall immediately remove and destroy all copies of the Software or any part thereof. Upon **XC2 Software LLC** request, Customer will certify to **XC2 Software LLC** that all complete and partial copies of the Software have been destroyed or returned to **XC2 Software LLC**. The provisions of this Agreement, other than the license grant contained in Section 3 ("License Grant") shall survive termination.

11. Terms, Pricing, Payment

All prices quoted are in United States Dollars. All payments to be in United States Dollars. For initial installations, Customer shall be invoiced upon delivery of software and services. For maintenance and support contracts, Customer shall be invoiced upon receipt of purchase order or contract for the entire period of the contract, including multi-year contracts that include discounts. Customer agrees to pay the entire amount of the invoiced contract at the beginning of the contract period. Customer agrees to pay all invoices according to the following terms: _

12. Cancellations.

If Customer chooses to cancel any portion of the purchase order they may do so according to the following conditions: 1) Cancellations of software products purchased must be made within 30 days of delivery. 2) Customer agrees to pay for any services performed for or on behalf of customer including but not limited to data conversion, consulting and analysis. 3) Customer agrees to pay for any purchases made by Licensor that were made in order to fulfil the contracted items on the purchase order, including but not limited to any hardware or 3rd party software, deposits for rental of facilities that were to be used to fulfill any portion of the contracted services, such as training. 4) Customer agrees to pay \$500 for cancellation of confirmed on-site training dates, where airline tickets have been purchased by Licensor.

13. Tax Liability.

Unless Customer is specifically exempted and provides necessary documentation, Customer is responsible for paying any sales or use tax imposed at any time whatsoever on this transaction, including any penalties due for non-payment or late payment. Reporting of taxes due and tax payments shall be made directly to the taxing authority.

NOTE: For State of Washington customers ONLY: XC2 Software LLC is required to collect and remit WA sales tax.

14. Governing Law. This Agreement shall be construed in accordance with the State of California without giving effect to California's conflict of law principles.

15. General. Any term of this Agreement may be waived in writing by the party entitled to the benefits thereof. No waiver of any condition or breach shall be deemed to be a further or continuing waiver of such condition of breach. Delay or failure to exercise any right or remedy shall not be deemed the waiver of that right or remedy. Any provision of this Agreement, which shall be determined by a court of competent jurisdiction to be invalid or unenforceable, shall be severed from this Agreement without invalidating the remaining provisions thereof. This Agreement represents the entire agreement between the parties with respect to the Software and supersedes any prior agreement between the parties. Any modifications of this Agreement shall be in writing and signed by the parties. No agent or employee of Licensor is authorized to make any representation binding on Licensor unless the representation is in writing and signed by an authorized officer.

16. Inclusion of Support and Maintenance Agreement. Unless otherwise specifically stated, signing of this agreement includes acknowledgment and acceptance of the current XC2 Maintenance and Support Agreement.

City of Turlock, CA

Date

XC2 Software LLC

Date

Print Name:

Print Name

Title

Title



EXHIBIT B
XC2 Software

XC2 Maintenance/Support Agreement

(rev. 2014-04-02)

Maintenance (Software Updates) and Support is provided on a contract basis.

Maintenance and Support is available for terms of 1 to 5 years.

XC2® Software Maintenance/Support Includes:

Basic XC2 Maintenance/Support will be made available to Customer throughout the contracted term at the price quoted.

Basic Technical Support for the use of XC2 will be provided by XC2 Software, LLC technical staff between the hours of 7:00 AM and 4:00 PM Pacific Time. In the event that a technical support staff member is not immediately available, a technical staff member will respond within 24 hours. This time is usually much less and averages between 1 and 4 hours.

Technical support is available by telephone (Toll-Free in U.S.), fax, email and Webex remote support.

The basic XC2 Technical Support program provides technical assistance regarding the direct use of XC2 to manage the customer's programs, e.g., backflow prevention, FOG management, hydrant management, valve maintenance, meter testing, etc. This includes all standard functions and features listed in the XC2 Documentation, including:

Installation and updates to Software

Adding/modifying records: (examples)

Backflow: Devices, Facilities, Tests, Surveys, Testers, Test Kits, etc.

FOG: Interceptor records, Inspections, Inspectors, Waste haulers, manifests, etc.

Hydrant, Meter, Valve, Reclaimed, etc.

Searches (Query) for lists of records

Creating and Sending Notices, Follow-up Notices, Notices of Violation

Printing: Test Forms, Envelopes, Labels, Reports, etc., including "Quick Reports" and Exporting

Administrator Setup and Functions, Preferences and Resource/Lookup Lists Setup

Creating and modifying merge letters, setting up automatic notices

Creating Scheduled, Exports, Saved Searches, List Views.

Initial installation on servers and workstations

Setting up the embedded XC2 backup procedures

Installing updates from our web site

Note:

Updates are available on an on-going basis

We recommend installing the updates every 3-4 months to take advantage of the new enhancements, features and functions that are constantly being added to XC2

Moving XC2 from one server and/or workstations to another

Setting up XC2 DataSync (for licensed systems)

Recovering the data file from an "XC2 Backup" file

Assistance with your "Update from Billing" process (for licensed systems)

Includes updates to XC2 Software, and the embedded database engine, available by web download only.

Continued on next page



Maintenance and Support agreement, continued.

Updates to the XC2 program:

NOTE: Updates to XC2 Software will ONLY be available via a download from the XC2 Website:

Exception: This does not apply to any U.S. Government Agencies needing an update CD due to security restrictions for downloading from websites.

California Customers will no longer be charged Sales Tax for the maintenance portion of their contract provided no tangible material, e.g. CDs, written manuals, etc. are provided to customer.

California customers needing an update CD may be subject to sales tax.

Importing XC2 Data into external systems:

The standard XC2 maintenance/support contract does not include assistance with importing or interfacing XC2 data with other programs or systems unless specifically stated in this contract or an additional specific service contract.

3rd Party Web Users:

The standard XC2 maintenance/support contract does not include assistance to 3rd Party users of the web based functions of XC2 Web, e.g. Testing Contractors using your XC2 Web interface for Backflow Test Entry.

Accessing XC2 data from external systems, databases, GIS, applications:

XC2 Software provides a free ODBC driver for XC2 Server (requires XC2 Server version).

Standard XC2 support does not include assistance with accessing XC2 data from other systems beyond assistance with providing and installing the ODBC driver. It is assumed that Customer staff is familiar with ODBC data sources and SQL language.

XC2 Staff can answer table and field specific questions regarding the data structure of XC2 and locations of specifically requested data. A data structure document is available on-line via the XC2 Knowledge Base. This is an html document with a list of all tables, field names, field data types, triggers, relationships, indices and field attributes.

Assistance with items not included in the standard support contract may be available with an additional specific service contract.

Expired Maintenance/Support Contract:

XC2 Staff will not be able to provide assistance without a current maintenance/support contract.

This includes any type of assistance including but not limited to, moving the program to another computer, downloading the installers, re-installing the program, lost data, forgot user log-in or password.

However, assistance may be available on a per incident basis, for a fee, depending upon the nature of the request.

In some cases, XC2 Staff may not be able to provide assistance with older, non-supported versions.

Updates to the current version are available for a fee without an ongoing support contract. These types of updates are available with limited time support, determined at the time of the purchase of the update.



EXHIBIT C

MAINTENANCE / TECHNICAL SUPPORT

Renewal Form

Your Renewal Date is: **03/01/15**

City of Turlock, CA

Includes: 1-800 Live/Toll-Free (800.761.4999) Telephone Support - WebEx Remote Support
All program Updates to **XC2@ Software available by download from our website**
Exception: This does not apply to any U.S. Government Agencies needing an update CD.

XC2 Software LLC 122 Taylor Drive Fairfax CA 94930

Return Completed Renewal Form via E-Mail (sara.enge@xc2software.com), Mail, or Fax: 415.258.9561

Your Products:

Code	Name	Qty Recs	Qty Users
XC2-02-BFP-UNL	XC2® Backflow Prevention Software 2 Concurrent Users - Unlim	8,000,000	2

	Price BEFORE	Price AFTER
Please indicate length of contract:	03/01/15	03/01/15
* 1 Year Maintenance/Tech Support/Updates	\$1,220	\$1,475
* 2 Years Maintenance/Tech Support/Updates	\$2,225	\$2,475
* 3 Years Maintenance/Tech Support/Updates	\$3,050	\$3,300

Save \$215 on a 2 Year Contract!

Save \$610 on a 3 Year Contract!

Customer shall be invoiced upon receipt of purchase order or contract for the entire period of the contract, including multi-year contracts that include discounts. Customer agrees to pay the entire amount of the invoiced contract at the beginning of the contract period.

State of Washington Customers: Include Applicable Sales Tax on 50% of Renewal Cost on your purchase order (Maintenance is 50% of Cost - Support is 50% of Cost - Support is Non-Taxable)

$$\begin{array}{ccccccc}
 \$ & & \div 2 = & \$ & \times & \% = & \$ \\
 \textcircled{1} \text{ Contract Amt.} & & & \textcircled{2} \text{ Amt. of Maint.} & & \textcircled{3} \text{ Tax Rate} & = & \textcircled{4} \text{ Tax Amount} & & \textcircled{5} \text{ TOTAL LINE 1 + 4}
 \end{array}$$

Name: (Designated Contact Person) _____ Phone: _____

Authorized Signature _____ Purchase Order# _____ Date _____

If you would like to pay by Credit Card, please include Credit Card Information below

Credit Card # _____ Name On Card _____ Exp. Date _____

Security # (3 digit number) _____ Billing Street Address _____ Zip Code _____

*** Please Sign and Return Attached License and Warranty Agreement with Order**

Customer is responsible for and agrees to pay any and all sales or use taxes or any penalties due to late or non-payment of those taxes imposed at any time whatsoever on this transaction. The exhibits and schedules referred to in this agreement are to be included and constitute an integral part of this agreement and are deemed to be included in any purchase order resulting from this proposal.

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

XC2 SOFTWARE LLC ("SUPPLIER")

Dated: March 10, 2015

City Contract No. 15-014

Page 1 of 5

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with additional insured endorsements (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

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

(3) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

(c) **Deductibles and Self-Insured Retentions:** Upon request of CITY, 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

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

XC2 SOFTWARE LLC ("SUPPLIER")

Dated: March 10, 2015

City Contract No. 15-014

Page 2 of 5

respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) SUPPLIER shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under this Agreement, the insurer, broker/producer, or SUPPLIER 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: SUPPLIER shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive SUPPLIER's obligation to provide them. CITY reserves the right,

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

XC2 SOFTWARE LLC ("SUPPLIER")

Dated: March 10, 2015

City Contract No. 15-014

Page 3 of 5

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

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

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

3. TERM: The term of this Agreement shall be for a period of twelve (12) months beginning March 15, 2015 and ending March 14, 2016, subject to CITY's availability of funds.

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

5. CONFLICT: Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

6. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to SUPPLIER thirty (30) days prior to the expiration of this Agreement. On each anniversary date, SUPPLIER will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in SUPPLIER's published prices, whichever is lower. In all cases, CITY

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

XC2 SOFTWARE LLC ("SUPPLIER")

Dated: March 10, 2015

City Contract No. 15-014

Page 4 of 5

may cancel the contract if a requested price increase is not acceptable.

7. COMPENSATION: CITY agrees to pay SUPPLIER in accordance with Exhibit C as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit B and for performance by SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed two thousand and 00/100^{ths} Dollars (\$2,000.00) annually. SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

XC2 SOFTWARE LLC ("SUPPLIER")

Dated: March 10, 2015

City Contract No. 15-014

Page 5 of 5

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by and through their respective officer's thereunto duly authorized.

CITY OF TURLOCK, a municipal corporation

XC2 SOFTWARE LLC, supplier

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

By: _____
Michael Cooke, Municipal Services Director

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk



Council Synopsis

51

March 10, 2014

From: Michael Cooke, Municipal Services Director

Prepared by: Toni Cordell, Staff Services Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Affirming the City Manager's action of having signed and submitted a letter authorizing the Stanislaus County Department of Environmental Resources to submit a regional application for a Waste Tire Amnesty Grant to the California Department of Resources Recycling and Recovery (CalRecycle) on behalf of the City of Turlock, and authorizing the City Manager to submit future letters of authorization without annual reauthorization

2. DISCUSSION OF ISSUE:

Through a partnership with the Stanislaus County Department of Environmental Resources the City has been successful in receiving grant funding for waste tires since 2001. The funds are used to conduct a City-wide "free disposal" day (Take Pride in Turlock Event) that is coordinated with Turlock Scavenger and Recycling Company. The grant funding is generated from the County and State fees established by State Law (AB 939). Specifically, the funds are derived from a repayment grant issued by the Department of Resources Recycling and Recovery and is supported by the \$1.75 consumers are charged when purchasing a new tire. Due to application deadlines, the City Manager submitted a letter authorizing Stanislaus County Department of Environmental Resources to pursue this grant on Turlock's behalf.

The "Take Pride in Turlock" event is a highly popular event with residents. Each year the event averages approximately 600 vehicles. The event has typically run concurrent with the County's Household Hazardous Waste Mobile Collection Event, providing convenience to customers by offering alternative disposal options as well. The program also assists in the reduction of illegal dumping, which can be a nuisance and expense for both the City as well as property owners.

Since authorization is required bi-annually, staff is seeking Council's approval for the City Manager to submit the application without annual reauthorization.

3. BASIS FOR RECOMMENDATION:

- A) The Stanislaus County Department of Environmental Resources conducts inspections and enforcement activities in and around Turlock at tire-related facilities.
- B) The Take Pride In Turlock event discourages the illegal dumping of waste tires which can be a problem for property owners and the City alike.
- C) There is no cost to the City of Turlock. Mandatory fees paid by consumers are returned to the community and used for the purpose for which they were established.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): B. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.

4. FISCAL IMPACT / BUDGET AMENDMENT:

None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Withdraw the letter of authorization signed by the City Manager. This alternative is not recommended because the community will not benefit from waste tire disposal and enforcement activities conducted in Turlock and the surrounding area.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AFFIRMING THE }
CITY MANAGER’S ACTION OF HAVING }
SIGNED AND SUBMITTED A LETTER }
AUTHORIZING THE STANISLAUS COUNTY }
DEPARTMENT OF ENVIRONMENTAL }
RESOURCES TO SUBMIT A REGIONAL }
APPLICATION FOR A WASTE TIRE }
AMNESTY GRANT TO THE CALIFORNIA }
DEPARTMENT OF RESOURCES }
RECYCLING AND RECOVERY }
(CALRECYCLE) ON BEHALF OF THE CITY }
OF TURLOCK, AND AUTHORIZING THE }
CITY MANAGER TO SUBMIT FUTURE }
LETTERS OF AUTHORIZATION }
WITHOUT ANNUAL REAUTHORIZATION }

RESOLUTION NO. 2015-

WHEREAS, the California Department of Resources Recycling and Recovery (CalRecycle) offers grant funding to local agencies to conduct activities that encourage the proper disposal of waste tires; and

WHEREAS, this grant program has assisted with funding for the City of Turlock’s annual Take Pride in Turlock free disposal day for City of Turlock utility customers; and

WHEREAS, the Take Pride in Turlock event discourages the illegal dumping of waste tires which can be a problem for property owners and the City alike; and

WHEREAS, the program also supports regional efforts conducted by the Stanislaus County Department of Environmental Resources which include inspections and enforcement activities at tire-related facilities located in and around Turlock.

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

1. Affirm the City Manager’s action of having signed a letter authorizing the Stanislaus County Department of Environmental Resources to submit a regional application for a Waste Tire Amnesty Grant to the California Department of Resources Recycling and Recovery (CalRecycle) on behalf of the City of Turlock; and
2. If awarded, authorize the City Manager to execute the Grant Agreement and all other necessary documents; and
3. Authorize the City Manager to submit future letters of authority with reauthorization; and

4. Appropriate grant revenues to the appropriate revenue and expenditure accounts to Fund 204-50-505.34158 "Tire Grant" when the specific amount is awarded.

BE IT FURTHER RESOLVED, that the City Council of the City of Turlock does hereby appoint the City Manager of the City of Turlock, or his designee, to conduct all future negotiations, execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so on which may be necessary to secure grant funds and to implement approved grant projects or events.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of March, 2015, 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 10, 2015

From: Tim Lohman, Fire Chief

Prepared by: Tim Lohman, Fire Chief

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the Turlock Fire Department to accept a grant from the United States Department of Homeland Security to pay for two (2) Fire Captains to attend Hazardous Materials Specialist training, in an amount not to exceed \$21,000

2. DISCUSSION OF ISSUE:

The Turlock Fire Department is seeking the City Council's approval to apply for funding reimbursement from the Department of Homeland Security (DHS) to upgrade two (2) of our Fire Captains training from a Hazardous Materials Technician to a Hazardous Materials Specialist level.

Homeland Security Grant money is made available from the Federal to the State governments and then allocated to the counties to manage the funding. It provides funding for first responder preparedness training to enhance their capabilities to respond to emergencies. The grant will reimburse tuition, per diem, and overtime costs for the attendee as well as backfill overtime for the member who is covering the attendees work schedule.

Turlock Fire Department utilized these same grant funds about five (5) years ago to provide Hazardous Materials Technician training for five (5) members of the department. We are now seeking to increase their level of training for two (2) Captains to the Hazard Materials Specialist Level. This is two (2) weeks of additional training to attain the Specialist level. The cost of tuition, per diem, and overtime will not exceed \$21,000 dollars for both individuals attending the training.

The Turlock Fire Department currently has five (5) members who participate on a Stanislaus County Hazardous Materials Team. In addition, these team members help train our department members to the First Responder Operational level and Decontamination training to meet the minimum fire department requirements as set forth in the Stanislaus County Hazardous Materials Area Plan. The City of Turlock has many businesses that have ammonia, chlorine, or other types of

hazardous materials on site, and this is a valuable level of training for our team members to have. This increased level of training would also help them attain the same level of training as all other Stanislaus County Team members and give them the ability to fully integrate into the teams operations during a hazardous materials emergency.

3. BASIS FOR RECOMMENDATION:

A) City of Turlock policy requires City Council to approve all agreements.

B) Essential fire department services will be enhanced through the utilization of grant funds.

C) A savings to the Turlock Fire Department budget.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The grant funds will fully cover the training expense for the two (2) individuals attending the training.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None.

7. ALTERNATIVES:

A. Council could decline the request to accept the DHS Grant funds.

B. Determine other alternatives for funding this type of training.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
TURLOCK FIRE DEPARTMENT TO ACCEPT }
A GRANT FROM THE UNITED STATES }
DEPARTMENT OF HOMELAND }
SECURITY TO PAY FOR TWO (2) FIRE }
CAPTAINS TO ATTEND HAZARDOUS }
MATERIALS SPECIALIST TRAINING , IN }
AN AMOUNT NOT TO EXCEED \$21,000 }
_____ }

RESOLUTION NO. 2015-

WHEREAS, the United States Department of Homeland Security Grant is available to first responders to enhance their capabilities; and

WHEREAS, the grant funding will cover all costs for the Hazardous Materials Specialist training; and

WHEREAS, the Turlock Fire Department has a need to increase the level of our team members training; and

WHEREAS, the total value of the grant for two (2) members will not exceed \$21,000; and

WHEREAS, the Turlock Fire Department has two (2) team members ready to attend the enhanced training; and

WHEREAS, no local match is required in connection with the expenditure of these funds.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby authorize the Turlock Fire Department to sign all documents required to accept a grant from the United States Department of Homeland Security to pay for two (2) Fire Captains to attend Hazardous Materials Specialist training, in an amount not to exceed \$21,000.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of March, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5K

RECEIVED

FEB 17 2015

CITY ATTORNEY



CLAIM FORM

Please type or print and return via personal delivery or U.S. Mail. Electronic copies (fax or e-mail) will not be accepted.

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

CLAIM AGAINST: City of Turlock Roads Department (Name of Entity)

Claimant's name: Neber A Caetano

SS#: [redacted] DOB: 04-11-1967 Gender: Male [checked] Female

Claimant's address: 20342 Amethyst Dr

Claimant's Telephone Number(s): 209-669-3752 / 209-604-6314 - cell

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

Date of incident/accident: 1-26-15

Date injuries, damages, or losses were discovered: 1-26-15

Location of incident/accident: 2600 Spangler Way Turlock CA

What did entity or employee do to cause this loss, damage, or injury? see Attached

(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? Rear window on Chevy S10 was shattered

(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: \$ 156,888

If the amount of your claim exceeds \$10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed \$25,000 it is treated as a limited civil case) please check one box:

- DOES NOT EXCEED \$25,000 EXCEEDS \$25,000 [see Government Code 910(f)]

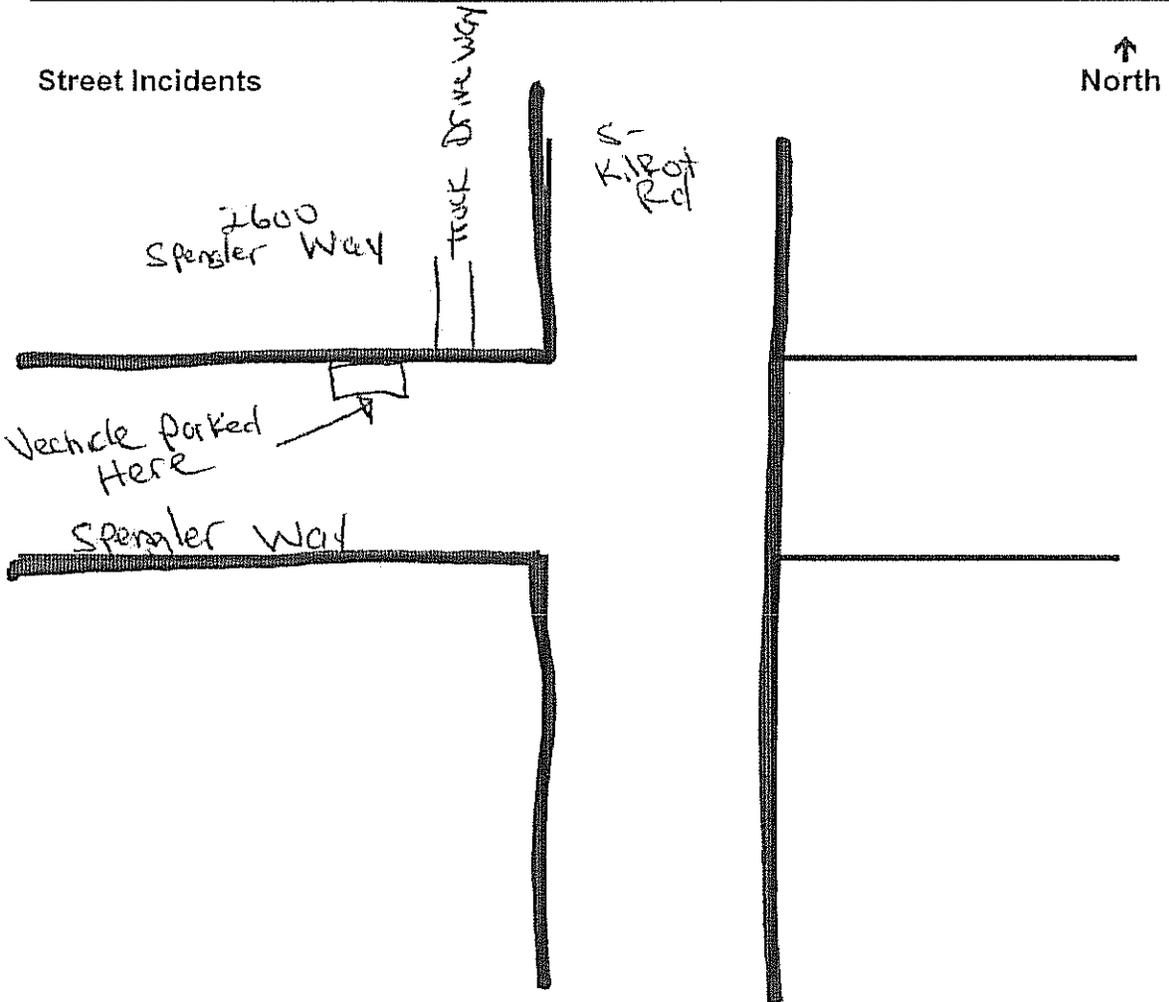
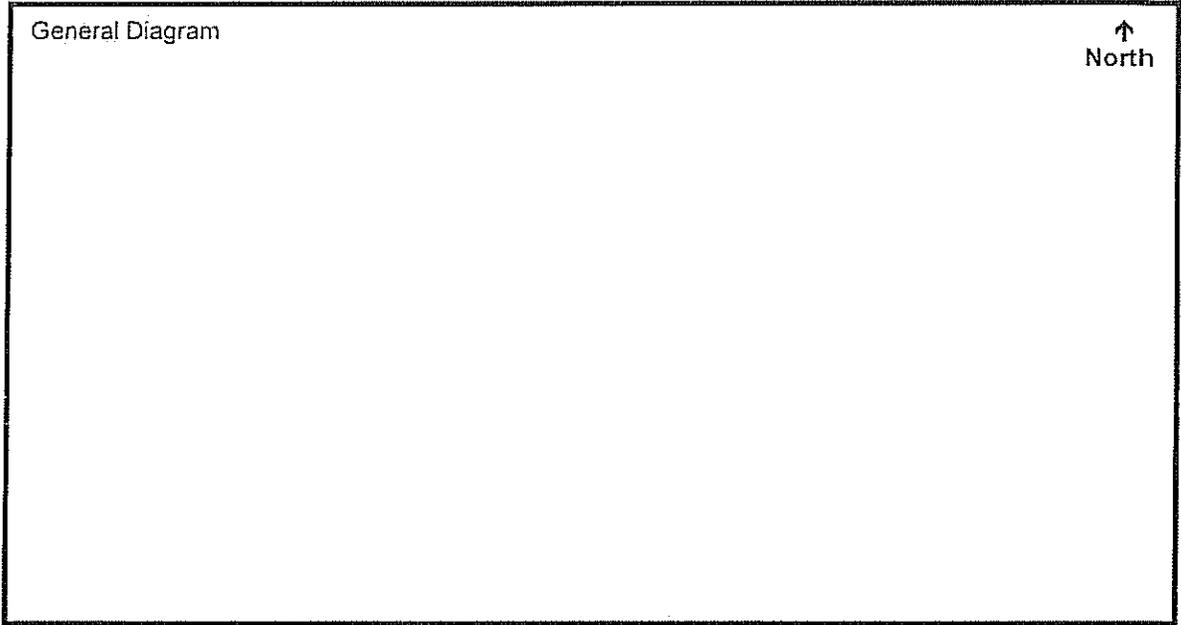
How was this amount calculated (please itemize)? Replacement of window Invoice Attached

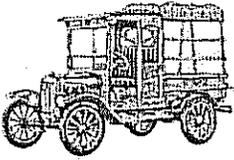
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 2-13-15 Signature: Dela a Caetano

If signed by representative: Print Representative's Name Telephone Address Relationship to Claimant

DIAGRAMS





DON'S

MOBILE GLASS

375316-C17

Federal Tax ID: 94-1631634

State License: AB006607

Remit To: 3800 Finch Rd, MODESTO, CA 95357

P/O#: _____
 Taken By: stacym
 Installer: _____
 Manual Invoice#: _____
 SalesRep: _____

Cust State Tax ID: _____
 Cust Fed Tax ID: _____
 Ship Via: _____
 Adv. Code: RC

Workorder: WTUR106074

Date: 1/29/2015

Time: 10:15 AM

Bill To: CASH-TURLOCK

Sold To: CASH-TURLOCK

VERBER CAETANO
 2600 SPENGLER WAY
 KILROY
 TURLOCK, CA 95380

VERBER CAETANO
 2600 SPENGLER WAY
 KILROY
 TURLOCK, CA 95380

(209) 604-6314

Vehicle Information

Make: Chevrolet Model Style: S10 Pickup 2 Door Extended Cab Year: 1998
 Odometer: _____ VIN: _____ License: _____
 Fleet Number: _____ Unit Number: _____ Color: RED

Qty	Part Number	Description	List	Disc%	Sell	Total
1	DB08426YPYNCOM	Back Window-(Stationary,Solar Controlled)	\$209.55	64	\$75.00	\$75.00
	PO# TUR12218 4039					
1	100F	100 Flat (Flat Rate)	\$100.00	40	\$60.00	\$60.00
1	HAH000004	Adhesive-(1.5,Urethane,Dam,Primer)	\$15.00	0	\$15.00	\$15.00

Please let us know how we did! <https://www.surveymonkey.com/r/TELLDMG>

Thank You for your patronage

Install Date: 01/29/15 01:00 PM, Required Date 01/29/15 02:00 PM, Mobile Install

Location: TURLOCK

Instructions:

WILL BE IN PLANT..IF NEEDED THEY CAN GO GET HIM.. THE CAR WILL BE PARKED IN THE VISITORS PARKING LOT (KEYS IN TRUCK) . CC ON FILE

AUTHORIZATION TO PAY

I hereby authorize and empower the above-named insurance company to pay this invoice in full settlement, satisfaction and discharge of all loss under the above policy. Upon such payment, all rights I may have for claim and demand for loss and damage described above against the above named insurance company shall be thereby forever discharged. In the event that the above named insurance company does not make timely and/or full payment of this invoice according to its terms, I hereby accept responsibility for such payment and agree to pay all charges reflected on this invoice to the above named glass company subject to and according to all terms and conditions on this invoice.

Collect From Customer \$156.88

Sub Total: \$150.00

Tax: \$6.88

Customer's Signature: _____

COD

Total: \$156.88

Turlock 326 S Center St TURLOCK, CA 95380 PH:(209) 667-1222 FAX:(209) 667-1247

RECEIVED

FEB 17 2015

CITY ATTORNEY

Veber Caetano
20342 Amethyst Drive
Hilmar, CA 95324
209-669-3752 Home
209-604-6314 Mobile

February 13, 2015

Kellie E. Weaver, City Clerk
City of Turlock
156 South Broadway, Suite 230
Turlock, CA 95380-5456

Dear Kellie,

It was a pleasure to talk to you and thank you for your help.

I am filing a claim against the City of Turlock due to my shattered window on my Chevy S-10 Truck. When I arrived at work before 6:00am on January 26th, I parked on the street just west of the truck driveway on Spengler Way. At 12:30pm when one of my associates came to work he told me that my rear window has been shattered.. I was not able to go to my truck until about 3:30pm. I noticed that there was a hole in the window where something broke through. I looked closely and saw a rock in the bed of my truck.

I believe that the city of Turlock is responsible for the replacement of my window due to the lack of street sweeping on Spengler Way. All city streets are swept regularly, but for some unknown reason I cannot remember the last time that street was swept. There is a layer of rocks along the north side of the street. The lack of street sweeping allowed a rock to hit and shatter my window when a vehicle drove by. The city of Turlock is fortunate that if a rock can be kicked up with enough force to shatter a window, what harm could it have caused if a rock struck someone who was walking by.

I have attached an invoice for the replacement window.

I also have included pictures of the broken window, the rock that was in the bed of my truck and the street with all of the rocks.

If you need any more information, please do not hesitate to contact me. The original digital photos that can show more detail are available. I also can give you the contacts of the associates that came to work with me that will state that my window was not broken, and the associates that left with me at 4:30 and saw the damage.

Sincerely


Veber Caetano



Council Synopsis

8A

March 10, 2015

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

Prepared by: Nathan Bray, P.E.
Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No.15-30, "Emergency Repair of Golf Road" is exempt from the provisions of CEQA in accordance with Section 15301

Motion: Reaffirming the declaration of emergency made by the City Manager and declaring that there is a need to continue with the repair of the embankment, roadway and installation of drainage facilities

Motion: Awarding bid and approving an agreement in the amount of \$28,300 with Ross F Carroll, Inc. of Oakdale, CA for City Project No.15-30, "Emergency Repair of Golf Road"

Resolution: Appropriating \$38,130 to account number 217-50-511.51270 "Construction Project" to be funded from unappropriated Section 2103 Gas Tax reserves in fund 217 "Gas Tax" for City Project No. 15-30, "Emergency Repair of Golf Road" to complete the necessary funding required for the project

2. DISCUSSION OF ISSUE:

On February 13, 2015, Staff was notified of the washout and undermining of the east side of Golf Road just north of the SR-99 overcrossing. Runoff from the roadway has caused undermining of the northbound lane and, with recent rains, has worsened. Staff had placed cones and signs around the area to divert traffic away from the area, but still within the travel way, and over the weekend of 2/20/15 those cones and signs were stolen. In order to safely and effectively minimize and risks of driving over the undermined area, Staff has closed the road to all traffic.

Golf Road serves as an important route for emergency services as well as for the public in crossing over SR-99. With the road being closed, delay has been added to all vehicles desiring to utilize this route. The formal bid process takes nearly 2 months from the date of advertisement of a project until the construction commences. Golf Road serves too many vehicles to be allowed to stay closed for

this duration. For this reason, time is of the essence and addressing this project by the formal bid procedure is not feasible.

In accordance with the Turlock Municipal Code Section 2-9-6 and Section 8558 of the State Government Code and Section 22050 of the Public Contract Code and City of Turlock Resolution No. 2010-028, the City Manager declared City project no. 15-30 an emergency and ordered repair of the affected facilities.

On February 24, 2015 Staff meet with three local contractors to discuss the scope of the work, the process of submitting bids as it differs from the standard bid process and the time line of the project. Although three bids are not required when a project is declared an emergency, Staff felt it would be the best use of public funds and time allowed for the solicitation.

On February 27, 2015, three bids were received for City Project No. 15-30, "Emergency Repair on Golf Road." Ross F Carroll, Inc. of Oakdale, CA was the lowest responsible bidder with a bid in the amount of \$28,300.

Bid Summary:

COMPANY NAME	BID AMOUNT
Ross F Carroll, Inc	\$28,300
Teichert Construction	\$34,000
George Reed, Inc.	\$37,530

The project scope includes removing the failed drainage facilities, failed roadway and embankment, installing new drainage facilities and elements to detour eroding in the future and new pavement. As this project affects the traveling public and emergency vehicles the road will stay closed for the duration of the project. Once the contractor has a fully executed agreement work will begin immediately.

3. BASIS FOR RECOMMENDATION:

- A) Per Council Resolution 2010-028, the City Manager has been delegated authority to declare an emergency and order repair of or replacement of public facilities forgoing the formal bid process.
- B) Left unfixed, this situation presents an eminent threat to public safety and leaving the road closed until the formal bid process is not feasible due to the amount of traffic this road receives.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Engineering, Inspection and Materials Testing
\$38,130	\$28,300	\$2,830	\$7,000

This project is not included in the City's budget for 2014-15; therefore, Staff is requesting the appropriation of \$38,130 to account number 217-50-511.51270 "Construction Project" to be funded from unappropriated Section 2103 Gas Tax money reserves to finance the costs of this project.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project is the emergency repair of existing drainage facilities and the embankment of Golf Road located within the existing City ROW and failure to address these hazards will result in eminent danger. In accordance with Section 15301(c) of the California Environmental Quality Act (CEQA), this project has been determined to not have a significant effect on the environment and is categorical exempt from the provisions of CEQA.

7. ALTERNATIVES:

- A. Reject the CEQA determination made. Staff does not recommend this as the project scope is consistent with Section 15301 (c) of CEQA and therefore categorically exempt from the provisions in CEQA.
- B. Reject the affirmation of the declaration of emergency declared by the City Manager. Staff does not recommend this alternative as Council has given the City Manager the authority to declare emergencies with City Resolution No. 2010-028 and the project is needed to correct an eminent hazard.
- C. Reject all bids submitted for this project. Staff does not recommend this alternative because the project is needed to correct an eminent hazard and re-advertising for new bids will delay the process.
- D. Not approve the appropriation of un-appropriated reserves of Section 2103 Gas Tax Monies. Staff does not recommend this and there is money available for this purpose and this project has been declared an emergency.

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Project Title
 PROJECT NUMBER: 15-30
 BID OPENING: February 27, 2015
 10:00 AM
 ANTICIPATED COUNCIL AWARD DATE: March 10, 2015

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.			1		2		3	
				Unit Price	Total							
1	Embankment Repair	LS	1	\$50,000.00	\$50,000.00	\$28,300.00	\$28,300.00	\$34,000.00	\$34,000.00	\$58,530.00	\$58,530.00	
Total =				\$50,000.00	\$50,000.00	\$28,300.00	\$28,300.00	\$34,000.00	\$34,000.00	\$58,530.00	\$58,530.00	



OFFICE OF THE CITY ENGINEER
DEVELOPMENT SERVICES

156 S. BROADWAY, SUITE 150 | TURLOCK, CALIFORNIA 95380 | PHONE (209)668-5520 | FAX (209)668-5563 | TDD (800)735-2929

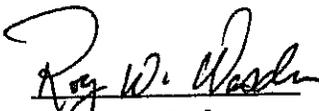
February 25, 2015

DECLARATION OF EMERGENCY FOR PROJECT 15-30, "EMERGENCY REPAIR ON GOLF ROAD"

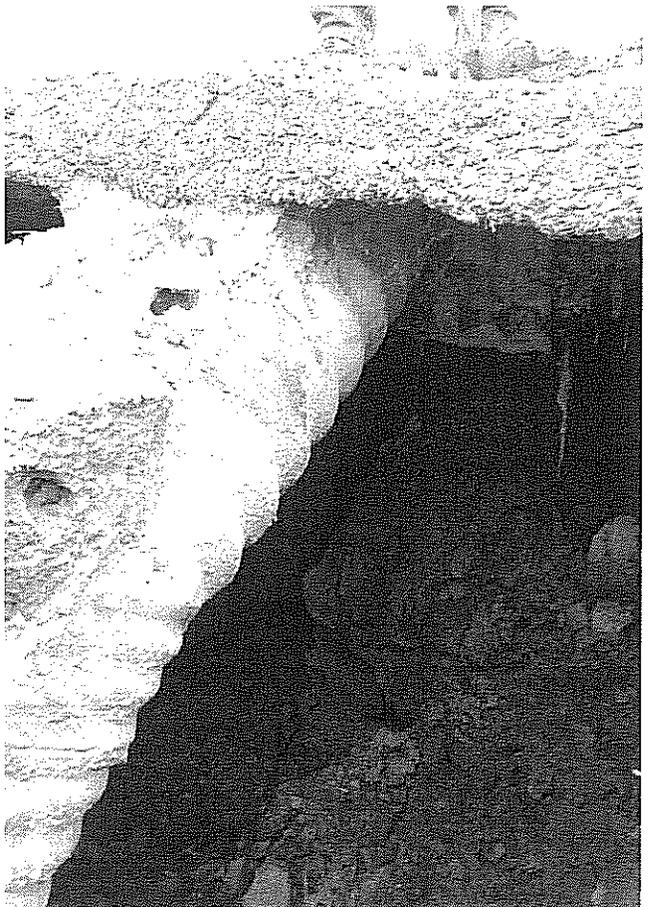
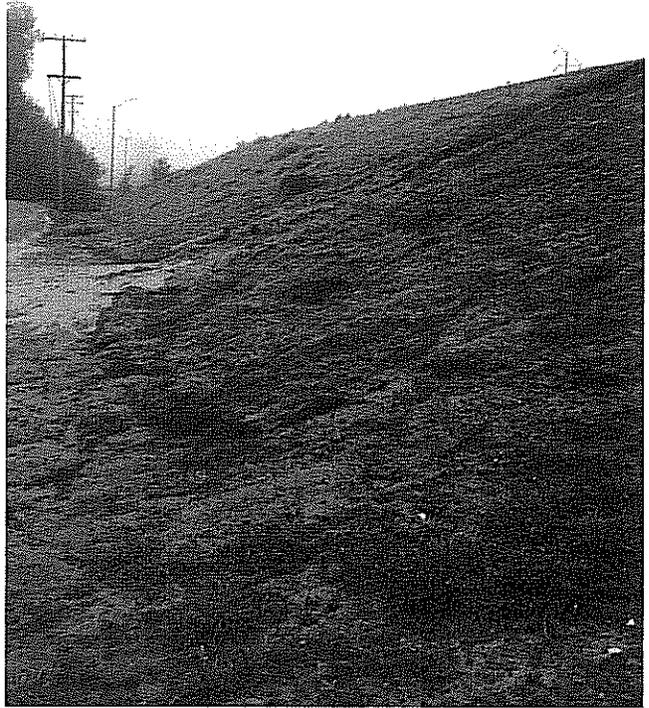
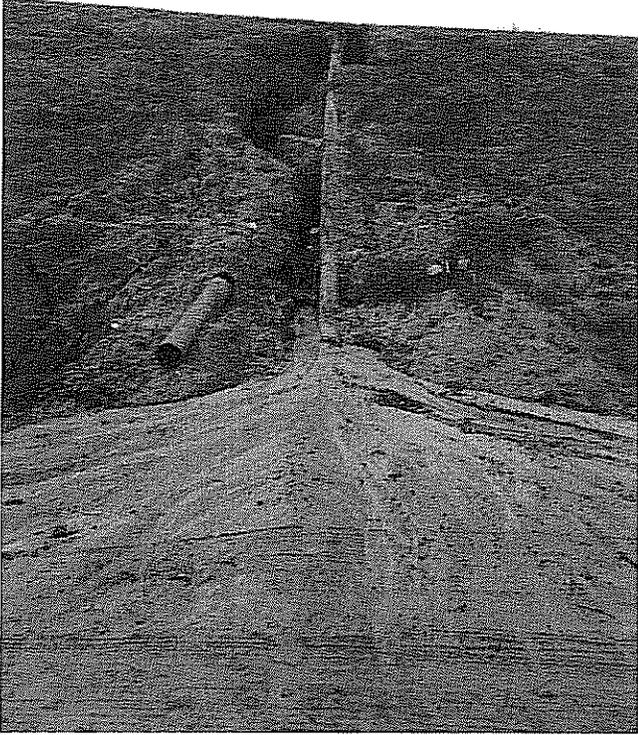
On February 13, 2015, Development Services Department, Engineering Division, was notified of the washout and undermining of the east side of Golf Road just north of the SR-99 overcrossing. Runoff from the roadway has caused undermining of the northbound lane and, with recent rains, has worsened. Staff had placed cones and signs around the area to divert traffic away from the area, but still within the travel way, and over the weekend of 2/20/15 those cones and signs were stolen. In order to safely and effectively minimize and risks of driving over the undermined area, Staff has closed the road to all traffic.

Golf Road serves as an important route for emergency services as well as for the public in crossing over SR-99. With the road being closed, delay has been added to all vehicles wishing to utilize this route. The formal bid process it takes nearly 2 months from the date of advertisement of a project until the construction commences. Golf Road serves too many vehicles to be allowed to stay closed for this duration. By this reason, time is of the essence and addressing this project by the formal bid procedure is not feasible.

In accordance with the Turlock Municipal Code Section 2-9-6 and Section 8558 of the State Government Code and Section 22050 of the Public Contract Code and City of Turlock Resolution No. 2010-028, I, Roy W. Wasden, as City Manager of the City of Turlock hereby declare City project no. 15-30 an emergency and order repair of the affected facilities in accordance with the scope of work attached.


Roy W. Wasden
City Manager


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





OFFICE OF THE CITY ENGINEER
DEVELOPMENT SERVICES

156 S. BROADWAY, SUITE 150 | TURLOCK, CALIFORNIA 95380 | PHONE (209)668-5520 | FAX (209)668-5563 | TDD (800)735-2929

February 25, 2015

SCOPE OF WORK FOR PROJECT 15-30, "EMERGENCY REPAIR ON GOLF ROAD"

The City would like to solicit bids from the contractors that we invited to the pre-bid onsite meeting, Teichert Construction, Ross F. Carroll, Inc. and George Reed, Inc. In accordance with Turlock Municipal Code Section 2-9-06 and Section 8558 of the State Government Code and City of Turlock Resolution No. 2010-028, the City Manager has declared this project as an emergency. In doing so, the City is forgoing the formal bid procedures and is seeking to enter into a contract to repair the facilities as identified in the field meeting and as specified below. Time is of the essence and the Contractor selected shall start immediately.

SCOPE:

- Remove the existing road section to the centerline for a width of 20' centered on the easterly drain inlet to the native material,
- Remove the existing CMP drain pipe and inlet on the easterly slope of Golf Road,
- Import necessary material to repair easterly slope and roadway,
- Install catch basin (City standard SD-1) at the same location of the drain inlet on the easterly side,
- Install 12" HDPE from easterly catch basin down easterly slope to the toe of the slope with 6" cover,
- Install and compact class 2 AB from 6" below pipe to the pipe spring line,
- Install a RSP 3' x 3' x 1' with geotextile fabric,
- Place structural section of 5"HMA/6"AB and roll HMA with 3 passes of each vibratory and non-vibratory,
- HMA shall be either PG 64-10 or 70-10, and either ¾" or ½",
- Remove drain inlet and necessary pavement for the drain inlet on the westerly side of Golf Road,
- Install catch basin (City standard SD-1) at the same location of the drain inlet on the westerly side,
- Reconnect existing CMP to newly installed catch basin on westerly side,
- Install AC Dike as needed

CLARIFICATIONS:

- Existing Traffic control can remain in place. The City is not precluding the Contractor from adding additional traffic control to make the work area safe. Making the work area safe shall be the responsibility of the Contractor. TTCP will not be required to be submitted.
- Contractor shall ensure best practices are implemented to minimize the storm water impact during the time of construction, including cleaning up track out. The City will not require the contractor to submit a SWPPP or a WPCP.
- Existing centerline striping shall remain.
- HMA shall be placed in 2 separate lifts and compacted independently.

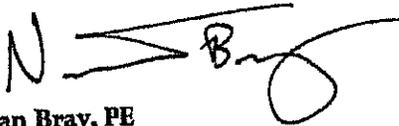
- Compaction under roadway and AB under/around pipe shall be 95% and other embankment compaction shall be 90%.
- City will provide material testing through Kleinfelder.
- City will provide surveying and staking and will establish the ROW.
- Contractor shall provide 1 year warranty on all work.
- Contractor will be required to enter into the City's standard public works agreement and provide insurance and bonds.

BIDS DUES:

Please submit your companies bid to me by Friday, February 27, 2015 by 10:00 AM. Bids shall be in the format of 1 Lump Sum price to complete all the work necessary in a manner that is acceptable to the Engineer. Bids will be publicly read out loud. Please list all subcontractors in accordance with the Public Contract Code. All contractors shall be duly licensed with the Division of Industrial Relations for prevailing wage purposes.

If you have any questions, I can be reached at (209)668-5599 ext 4435.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nathan Bray', with a large, stylized flourish at the end.

Nathan Bray, PE
Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DELEGATING AUTHORITY } RESOLUTION NO. 2010-028
TO THE CITY MANAGER TO DECLARE AN }
EMERGENCY AND ORDER REPAIR OF OR }
REPLACEMENT OF PUBLIC FACILITIES, }
TAKE ANY DIRECTLY RELATED AND }
IMMEDIATE ACTION REQUIRED BY THAT }
EMERGENCY, AND PROCURE THE }
NECESSARY EQUIPMENT, SERVICES, AND }
SUPPLIES FOR THOSE PURPOSES, WITHOUT }
GIVING NOTICE FOR BIDS TO LET }
CONTRACTS PURSUANT SECTION 22050(a)(1) }
AND 22050(b)(1) OF THE PUBLIC CONTRACT }
CODE }

WHEREAS, there are times when sudden, unexpected occurrences pose a clear and imminent danger requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services (hereinafter "emergency"); and

WHEREAS, during an emergency, time is of the essence and correcting these failures by formal bid processes is not feasible; and

WHEREAS, Section 22050(a)(1) of the Public Contract Code provides in the case of an emergency, a public agency pursuant to a 4/5ths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and

WHEREAS, Section 22050 (b) (1) of the Public Contract Code provides that the governing body by a 4/5ths vote may delegate by resolution to the City Manager the authority to order any action pursuant to 22050(a)(1).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby, pursuant to section 22050(b)(1) of the Public Contract Code, delegate to the City Manager the authority to determine when an emergency exist and may repair or replace a public facility, take any directly related and immediate action required by the emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts, pursuant to Public Contract Code section 22050(a)(1).

Pursuant to section 22050(b)(3) of the Public Contract Code, if the City Manager orders any action specified in the preceding paragraph, s/he shall report to the City Council

at its next meeting the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

The City Council shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by 4/5ths vote, that there is a need to continue the action, unless the City Manager has terminated that action prior to the City Council reviewing the emergency action and making a determination

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of January 2010, by the following vote:

AYES:	Councilmembers Bublak, Howze, Jackson, Spycher and Mayor Lazar
NOES:	None
ABSTAIN:	None
NOT PARTICIPATING:	None
ABSENT:	None

ATTEST:

Rhonda Greenlee
Rhonda Greenlee, MMC
City Clerk, City of Turlock, County of Stanislaus, State of California

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 15-30

Emergency Repair on Golf Road

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

Ross F. Carroll, Inc.
P O Box 1308
Oakdale, CA 95361

hereinafter called "Contractor" on this 10th day of March, 2015 (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 10, 2015, 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: embankment repair, installation of drain pipe and repair to roadway 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, 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. 15-30, "Emergency Repair on Golf Road ."**

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

5. **CONTRACT PRICE:**

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Twenty Eight Thousand Three Hundred and NO/100ths Dollars (\$28,300.00)**. Said amount shall be paid in installments as hereinafter provided.

6. **TIME FOR PERFORMANCE:**

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Ten (10)** 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 **Two Hundred Fifty** and no/100ths Dollars **(\$250.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. DISPUTES PERTAINING TO PAYMENT FOR WORK:

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

11. PERMITS, COMPLIANCE WITH LAW:

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

12. SUPERINTENDENCE BY CONTRACTOR:

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

13. INSPECTION BY CITY:

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

14. EXTRA AND/OR ADDITIONAL WORK AND CHANGES:

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

15. CHANGE OF CONTRACT PRICE:

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

- (a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.05, "Changes and Extra Work", 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 above in either 16 (a) or 16 (b), the change order will be determined on the basis of force account in accordance with the provisions below.

FORCE ACCOUNT

For work paid by force account, the Engineer compares the City's records to the Contractor's daily force account work report. When the Engineer and the Contractor agree on the contents of the

daily force account work reports, the Engineer accepts the report and the City pays for the work. If the records differ, the City pays for the work based only on the information shown on the City's records.

If a subcontractor performs work at force account, accept an additional 2 percent markup to the total cost of that work paid at force account, including markups specified as below, as reimbursement for additional administrative costs.

The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit.

If an item's unit price is adjusted for work-character changes, the City excludes the Contractors cost of determining the adjustment.

Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

Labor

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 5 percent markup. Force account labor payment consists of:

1. Employer payment to the worker for:
 - 1.1. Basic hourly wage
 - 1.2. Health and welfare
 - 1.3. Pension
 - 1.4. Vacation
 - 1.5. Training
 - 1.6. Other State and federal recognized fringe benefit payments
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
 - 2.1. Workers' compensation insurance
 - 2.2. Social security
 - 2.3. Medicare
 - 2.4. Federal unemployment insurance
 - 2.5. State unemployment insurance
 - 2.6. State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 5 percent markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

1. Home office overhead
2. Field office overhead
3. Bond costs
4. Profit
5. Labor liability insurance
6. Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

Materials

Material payment is full compensation for materials the Contractor furnishes and uses in the work. The Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. A 5 percent markup is added
2. Supplier discounts are subtracted whether the Contractor takes them or not
3. If the Engineer believes the material purchase prices are excessive, the City pays the lowest current wholesale price for a similar material quantity
4. If the Contractor procured the materials from a source the Contractor wholly or partially own, the determined cost is based on the lower of the:
 - 4.1. Price paid by the purchaser for similar materials from that source on Contract items
 - 4.2. Current wholesale price for those materials
5. If the Contractor does not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:
 - 5.1. During that period
 - 5.2. In the quantities used

Equipment Rental

Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 5 percent markup.

If the Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If the Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, obtain authorization for the equipment rental's original location.

The Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
 - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
 - 1.2. Current during the work paid by force account.
 - 1.3. Regardless of equipment ownership; but the City uses the rental document rates or minimum rental cost terms if:
 - 1.3.1. Rented from equipment business the Contractor does not own.
 - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. The Contractor may submit cost information that helps the Engineer establish the rental rate; but the City uses the rental document rates or minimum rental cost terms if:

- 2.1. Rented from equipment business the Contractor does not own.
- 2.2. The Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

- | | |
|---|----------------------------|
| 1. Fuel | 7. Repairs and maintenance |
| 2. Oil | 8. Depreciation |
| 3. Lubrication | 9. Storage |
| 4. Supplies | 10. Insurance |
| 5. Small tools that are not consumed by use | 11. Incidentals |
| 6. Necessary attachments | |

The City pays for small tools consumed by use. The Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

The Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. The Contractor submits a request to use rented equipment
2. Equipment is not available from the Contractors normal sources or from one of the Contractors subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. The Engineer authorizes the equipment source and the rental rate before the Contractor uses the equipment

Equipment on the Job Site

For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
 - 3.1. Hourly rates are paid in 1/2-hour increments
 - 3.2. Daily rates are paid in 1/2-day increments

Equipment Not On the Job Site Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated 4 hours or less is paid as 1/2 day
3. Operated 4 hours or more is paid as 1 day

If the minimum total time exceeds 8 hours and if hourly rates are listed, the City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

**Equipment Rental
Hours**

Hours operate d	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

Equipment Not On the Job Site Not Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

Non-Owner-Operated Dump Truck Rental

Submit the rental rate for non-owner-operated dump truck rental. The Engineer determines the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-

operated dump truck is rental equipment and the owner is a subcontractor.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. 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 5-1.13, "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. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

16. CHANGE OF CONTRACT TIME:

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

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

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

17. INSPECTION AND TESTING OF MATERIALS:

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

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

mill test reports upon request.

18. PERMITS AND CARE OF THE WORK:

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

19. OTHER CONTRACTS:

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

20. PAYMENTS TO CONTRACTOR:

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

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

21. HOLD-HARMLESS AGREEMENT AND CONTRACTOR'S INSURANCE:

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

22. CONTRACTOR'S INSURANCE:

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

maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

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

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with 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.

(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: Upon request of City, 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.

23. PROOF OF CARRIAGE OF INSURANCE:

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

24. WAGES & HOURS OF EMPLOYMENT:

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

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

25. EMERGENCY - ADDITIONAL TIME FOR PERFORMANCE - PROCUREMENT OF MATERIALS:

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

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

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

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

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

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

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

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

26. PROVISIONS CUMULATIVE:

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

27. 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>

28. 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:

29. INTERPRETATION:

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

30. 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.

31. 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 16 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$38,130 TO ACCOUNT NUMBER 217- }
50-511.51270 "CONSTRUCTION }
PROJECT" TO BE FUNDED FROM }
UNAPPROPRIATED SECTION 2103 GAS }
TAX RESERVES IN FUND 217 "GAS }
TAX" FOR CITY PROJECT NO. 15-30, }
"EMERGENCY REPAIR OF GOLF ROAD," }
TO COMPLETE THE NECESSARY }
FUNDING REQUIRED FOR THE PROJECT }

RESOLUTION NO. 2015-

WHEREAS, the City Manager declared this project an emergency; and

WHEREAS, by separate action the City Council has awarded a bid for the project to Ross F Carroll, Inc. in the amount of \$28,300; and

WHEREAS, due to the nature of the project it was not included in the City's 2014-15 budget; and

WHEREAS, the Gas Tax Section 2103 monies are specifically available for roadway rehabilitation and there are sufficient unappropriated reserves to finance this project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$38,130 to account number 217-50-511.51270 "Construction Project" to be funded with unappropriated Section 2103 Gas Tax reserves in Fund 217 "Gas Tax" for City Project No. 15-30, "Emergency Repair of Golf Road," 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 10th day of March, 2015, 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**

SB

March 10, 2015

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

Prepared by: Randall Jones, Assistant Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No.12-53, "Crowell Road Pedestrian Improvements," is exempt from the provisions of CEQA in accordance with Section 15301

Motion: Awarding bid and approving an agreement in the amount of \$60,014.11 (Fund 217) with FBD Vanguard Construction of Livermore, California, for City Project No.12-53, "Crowell Road Pedestrian Improvements"

2. DISCUSSION OF ISSUE:

On February 12, 2015, seven (7) bids were received for City Project No. 12-53, "Crowell Road Pedestrian Improvements." FBD Vanguard Construction of Livermore, CA was the lowest responsible bidder with a bid in the amount of \$60,014.11.

Bid Summary:

COMPANY NAME	BID AMOUNT
FBD Vanguard Construction	\$60,014.11
McFadden Construction	\$60,982.00
George Reed, Inc.	\$65,763.00
Taylor Backhoe Services	\$70,875.95
United Pavement Maintenance, Inc.	\$71,387.00
Sinclair General Engineering	\$72,566.00
BC Construction	\$87,687.84

On February 10, 2015, the City Council approved the purchase of the necessary equipment required for this project. Part of the scope of work for this project is to have the contractor install the previously purchased equipment.

Project scope includes installing pedestrian push activated beacons and concrete road bulb outs at two locations along Crowell Road by CSUS. The project will help increase pedestrian safety.

On May 14, 2013, the Council agreed to a partnership with CSUS on this project. CSUS has agreed to pay sixty percent of the costs (\$64,808.93) with the City of Turlock paying the remaining forty percent (\$43,205.95).

3. BASIS FOR RECOMMENDATION:

- A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.
- B) The pedestrian improvements identified will increase visibility of pedestrians to motorists and likely reduce the potential for vehicle versus pedestrian accidents.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering	Equipment Purchased by City
\$108,014.88	\$60,014.11	\$6,001.41	\$6,601.55	\$9,159.51	\$26,238.30

Funding is available for this project from the following sources:

CSUS has agreed to pay sixty percent of the project costs. CSUS' total costs are \$64,808.93.

City Council agreed to pay forty percent of the project costs. City's cost is \$43,205.95 and is accounted for budget line item number 217-50-511.51270, "Constructions Projects."

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

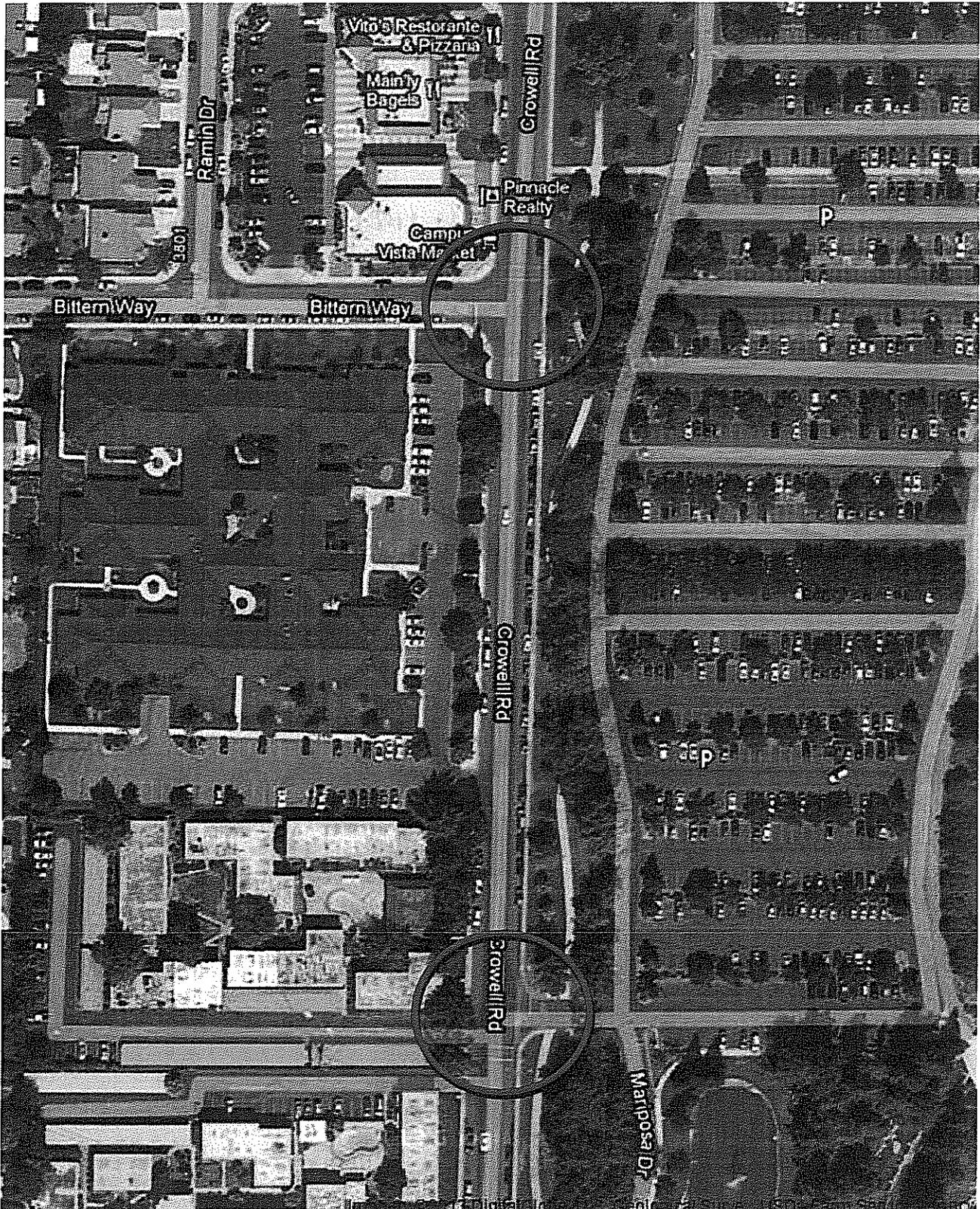
This project is the installation of two pedestrian push button activated beacons on concrete bulb outs.

Staff feels this project is exempt per Section 15303 – New Construction or Conversion of Small Structures. Section 15303 Class 3 includes the installation of small new equipment and facilities in small structures. Section 15303 (d) includes "...electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction. "

7. ALTERNATIVES:

- A. Reject all bids submitted for this project. Staff does not recommend this alternative because pedestrian improvements would not be installed and the opportunity to partner with CSUS for the proposed improvements may not be available again in the future.

City Project No. 12-53, "Crowell Rd. Pedestrian Improvements"



AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 12-53

Crowell Rd. Pedestrian Improvements

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

FBD Vanguard Construction Inc.
651 Enterprise Court
Livermore, CA 94550

hereinafter called "Contractor" on this 10th day of March, 2015 (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 10, 2015, 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: install rectangular rapid flash beacon solar system at two locations, furnish and install type 1-A poles, construct concrete curb, gutter and sidewalk,

minor hot mix paving and fog seal and minor striping 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. 12-53, "Crowell Rd. Pedestrian Improvements ."**

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 **Sixty Thousand Fourteen and 11/100ths Dollars (\$60,014.11)**. 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 **Twenty (20)** 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 **Two Hundred Fifty** and no/100ths Dollars (**\$250.00**) 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 4-1.05, "Changes and Extra Work", 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 above in either 16 (a) or 16 (b), the change order will be determined on the basis of force account in accordance

with the provisions below.

FORCE ACCOUNT

For work paid by force account, the Engineer compares the City's records to the Contractor's daily force account work report. When the Engineer and the Contractor agree on the contents of the daily force account work reports, the Engineer accepts the report and the City pays for the work. If the records differ, the City pays for the work based only on the information shown on the City's records.

If a subcontractor performs work at force account, accept an additional 2 percent markup to the total cost of that work paid at force account, including markups specified as below, as reimbursement for additional administrative costs.

The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit.

If an item's unit price is adjusted for work-character changes, the City excludes the Contractors cost of determining the adjustment.

Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

Labor

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 5 percent markup. Force account labor payment consists of:

1. Employer payment to the worker for:
 - 1.1. Basic hourly wage
 - 1.2. Health and welfare
 - 1.3. Pension
 - 1.4. Vacation
 - 1.5. Training
 - 1.6. Other State and federal recognized fringe benefit payments
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
 - 2.1. Workers' compensation insurance
 - 2.2. Social security
 - 2.3. Medicare
 - 2.4. Federal unemployment insurance
 - 2.5. State unemployment insurance
 - 2.6. State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 5 percent markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

1. Home office overhead
2. Field office overhead
3. Bond costs
4. Profit
5. Labor liability insurance
6. Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

Materials

Material payment is full compensation for materials the Contractor furnishes and uses in the work. The Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. A 5 percent markup is added
2. Supplier discounts are subtracted whether the Contractor takes them or not
3. If the Engineer believes the material purchase prices are excessive, the City pays the lowest current wholesale price for a similar material quantity
4. If the Contractor procured the materials from a source the Contractor wholly or partially own, the determined cost is based on the lower of the:
 - 4.1. Price paid by the purchaser for similar materials from that source on Contract items
 - 4.2. Current wholesale price for those materials
5. If the Contractor does not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:
 - 5.1. During that period
 - 5.2. In the quantities used

Equipment Rental

Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 5 percent markup.

If the Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If the Contractor uses the equipment for

work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, obtain authorization for the equipment rental's original location.

The Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
 - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
 - 1.2. Current during the work paid by force account.
 - 1.3. Regardless of equipment ownership; but the City uses the rental document rates or minimum rental cost terms if:
 - 1.3.1. Rented from equipment business the Contractor does not own.
 - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. The Contractor may submit cost information that helps the Engineer establish the rental rate; but the City uses the rental document rates or minimum rental cost terms if:
 - 2.1. Rented from equipment business the Contractor does not own.
 - 2.2. The Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

- | | |
|---|----------------------------|
| 1. Fuel | 7. Repairs and maintenance |
| 2. Oil | 8. Depreciation |
| 3. Lubrication | 9. Storage |
| 4. Supplies | 10. Insurance |
| 5. Small tools that are not consumed by use | 11. Incidentals |
| 6. Necessary attachments | |

The City pays for small tools consumed by use. The Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

The Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. The Contractor submits a request to use rented equipment
2. Equipment is not available from the Contractors normal sources or from one of the Contractors subcontractors
3. Rented equipment is from an independent rental company

4. Proposed equipment rental rate is reasonable
5. The Engineer authorizes the equipment source and the rental rate before the Contractor uses the equipment

Equipment on the Job Site

For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
 - 3.1. Hourly rates are paid in 1/2-hour increments
 - 3.2. Daily rates are paid in 1/2-day increments

Equipment Not On the Job Site Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated 4 hours or less is paid as 1/2 day
3. Operated 4 hours or more is paid as 1 day

If the minimum total time exceeds 8 hours and if hourly rates are listed, the City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50

3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

Equipment Not On the Job Site Not Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

Non-Owner-Operated Dump Truck Rental

Submit the rental rate for non-owner-operated dump truck rental. The Engineer determines the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. 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 5-1.13, "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. 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) Insurance Service Office Form CP 00 20 with Causes of Loss – Special Form CP 10 30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

(5) Surety bonds as described below.

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

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

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

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

(3) Workers' Compensation: As statutorily required by the State of California.

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

- (5) **Builder's Risk:** Completed value of the project with no coinsurance penalty provisions.
- (6) **Errors and Omissions/Professional Liability:** \$1,000,000 per claim as needed for design/build.
- (c) **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) **Other Insurance Provisions:** The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:
- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or 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) Builder's Risk (Course of Construction) Insurance: City shall be named as loss payee.
- (f) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.
- (g) Verification of Coverage: Consultant shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.
- (h) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
- (i) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- (j) Surety Bonds: Contractor shall provide a Performance Bond and a Payment Bond.

25. Proof Of Carriage Of Insurance:

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

26. Wages & Hours Of Employment:

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

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

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

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

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

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

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

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

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

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

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

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

28. Provisions Cumulative:

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

29. Taxes:

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

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

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

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

30. Notices:

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

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

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

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

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

31. Interpretation:

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

32. Antitrust Claims:

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

33. USE OF CITY PROJECT NUMBER:

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

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 13 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

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. 12-53, "Crowell Rd. Pedestrian Improvements ,"** 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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AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 12-53

Crowell Rd. Pedestrian Improvements

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

FBD VANGUARD CONSTRUCTION INC.
651 Enterprise Court
Livermore, CA 94550

hereinafter called "Contractor" on this 10th day of March, 2015 (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 10, 2015, 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: install rectangular rapid flash beacon solar system at two locations, furnish and install type 1-A poles, construct concrete curb, gutter and sidewalk,

minor hot mix paving and fog seal and minor striping 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. 12-53, "Crowell Rd. Pedestrian Improvements ."**

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 **Sixty Thousand Fourteen Dollars and 11/100ths Dollars (\$60,014.11)**. 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 **Twenty (20)** 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 **Two Hundred Fifty** and no/100ths Dollars (**\$250.00**) 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 4-1.05, "Changes and Extra Work", 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 above in either 16 (a) or 16 (b), the change order will be determined on the basis of force account in accordance

with the provisions below.

FORCE ACCOUNT

For work paid by force account, the Engineer compares the City's records to the Contractor's daily force account work report. When the Engineer and the Contractor agree on the contents of the daily force account work reports, the Engineer accepts the report and the City pays for the work. If the records differ, the City pays for the work based only on the information shown on the City's records.

If a subcontractor performs work at force account, accept an additional 2 percent markup to the total cost of that work paid at force account, including markups specified as below, as reimbursement for additional administrative costs.

The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit.

If an item's unit price is adjusted for work-character changes, the City excludes the Contractors cost of determining the adjustment.

Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

Labor

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 5 percent markup. Force account labor payment consists of:

1. Employer payment to the worker for:
 - 1.1. Basic hourly wage
 - 1.2. Health and welfare
 - 1.3. Pension
 - 1.4. Vacation
 - 1.5. Training
 - 1.6. Other State and federal recognized fringe benefit payments
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
 - 2.1. Workers' compensation insurance
 - 2.2. Social security
 - 2.3. Medicare
 - 2.4. Federal unemployment insurance
 - 2.5. State unemployment insurance
 - 2.6. State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 5 percent markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

1. Home office overhead
2. Field office overhead
3. Bond costs
4. Profit
5. Labor liability insurance
6. Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

Materials

Material payment is full compensation for materials the Contractor furnishes and uses in the work. The Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. A 5 percent markup is added
2. Supplier discounts are subtracted whether the Contractor takes them or not
3. If the Engineer believes the material purchase prices are excessive, the City pays the lowest current wholesale price for a similar material quantity
4. If the Contractor procured the materials from a source the Contractor wholly or partially own, the determined cost is based on the lower of the:
 - 4.1. Price paid by the purchaser for similar materials from that source on Contract items
 - 4.2. Current wholesale price for those materials
5. If the Contractor does not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:
 - 5.1. During that period
 - 5.2. In the quantities used

Equipment Rental

Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 5 percent markup.

If the Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If the Contractor uses the equipment for

work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, obtain authorization for the equipment rental's original location.

The Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
 - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
 - 1.2. Current during the work paid by force account.
 - 1.3. Regardless of equipment ownership; but the City uses the rental document rates or minimum rental cost terms if:
 - 1.3.1. Rented from equipment business the Contractor does not own.
 - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. The Contractor may submit cost information that helps the Engineer establish the rental rate; but the City uses the rental document rates or minimum rental cost terms if:
 - 2.1. Rented from equipment business the Contractor does not own.
 - 2.2. The Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

- | | |
|---|----------------------------|
| 1. Fuel | 7. Repairs and maintenance |
| 2. Oil | 8. Depreciation |
| 3. Lubrication | 9. Storage |
| 4. Supplies | 10. Insurance |
| 5. Small tools that are not consumed by use | 11. Incidentals |
| 6. Necessary attachments | |

The City pays for small tools consumed by use. The Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

The Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. The Contractor submits a request to use rented equipment
2. Equipment is not available from the Contractors normal sources or from one of the Contractors subcontractors
3. Rented equipment is from an independent rental company

4. Proposed equipment rental rate is reasonable
5. The Engineer authorizes the equipment source and the rental rate before the Contractor uses the equipment

Equipment on the Job Site

For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
 - 3.1. Hourly rates are paid in 1/2-hour increments
 - 3.2. Daily rates are paid in 1/2-day increments

Equipment Not On the Job Site Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated 4 hours or less is paid as 1/2 day
3. Operated 4 hours or more is paid as 1 day

If the minimum total time exceeds 8 hours and if hourly rates are listed, the City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50

3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

Equipment Not On the Job Site Not Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

Non-Owner-Operated Dump Truck Rental

Submit the rental rate for non-owner-operated dump truck rental. The Engineer determines the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. 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 5-1.13, "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. 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) Insurance Service Office Form CP 00 20 with Causes of Loss – Special Form CP 10 30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.
- (5) Surety bonds as described below.
- (6) Errors and Omissions/Professional Liability Insurance (if *Design/Build*).

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

- (1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.
- (3) Workers' Compensation: As statutorily required by the State of California.
- (4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

- (5) Builder's Risk: Completed value of the project with no coinsurance penalty provisions.
- (6) Errors and Omissions/Professional Liability: \$1,000,000 per claim as needed for design/build.
- (c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:
- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or 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) Builder's Risk (Course of Construction) Insurance: City shall be named as loss payee.
- (f) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.
- (g) Verification of Coverage: Consultant shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.
- (h) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
- (i) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- (j) Surety Bonds: Contractor shall provide a Performance Bond and a Payment Bond.

25. Proof Of Carriage Of Insurance:

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

26. Wages & Hours Of Employment:

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

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

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

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

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

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

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

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

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

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

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

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

28. Provisions Cumulative:

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

29. Taxes:

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

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

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

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

30. Notices:

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

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

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

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

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

31. Interpretation:

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

32. Antitrust Claims:

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

33. USE OF CITY PROJECT NUMBER:

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

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 13 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

CITY OF TURLOCK, a municipal corporation

Print Name

Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

Address: _____

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

Phone: _____

APPROVED AS TO FORM:

Date: _____

Federal Tax ID or
Social Security Number: _____

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. 12-53, "Crowell Rd. Pedestrian Improvements ,"** 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. 12-53, "Crowell Rd. Pedestrian Improvements ,"** 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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Council Synopsis

March 10, 2015

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From: Tim Lohman, Fire Chief

Prepared by: Tim Lohman, Fire Chief

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the Turlock Fire Department to submit a grant application with the United States Department of Homeland Security for staffing for the Adequate Fire and Emergency Response (SAFER) grant to hire line firefighter positions in the amount of \$585,627.16

2. DISCUSSION OF ISSUE:

The Turlock Fire Department is seeking the City Council's approval to apply for the Staffing for Adequate Fire and Emergency Response Grants (SAFER).

SAFER was created to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities. The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the National Fire Protection Agency (NFPA). This grant is issued by the US Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Assistance to Firefighters Grant Program (AFG), and is issued in the fiscal year 2014.

A total of \$340,000,000.00 has been appropriated for the FY 2014 SAFER Grants. Grant applications will be accepted only from 8:00 a.m., Monday, February 9, 2015, until 5:00 p.m. Eastern Standard Time (EST) on Friday, March 6, 2015.

Grants for hiring firefighters provide fire departments with funding to pay one hundred percent (100%) of the salaries and benefits (exclusive of overtime) over a two (2) year period of performance. There is no requirement for rehiring grantees to retain the SAFER funded firefighters after a two (2) year period of performance. Grantees must maintain their staffing at the level that existed at the time of award as well as the SAFER funded staffing for the two (2) year period of performance unless the grantee has been afforded a waiver of this

requirement. Laying off firefighters during the two (2) year period of performance will result in the termination of the grant award.

Federal funds must be used to supplement existing City funds for program staffing levels, and must not replace those funds that have been appropriated for the same purpose. No local match is required in connection with the expenditure of these funds. The total value of the grant for salary and benefits for three (3) firefighters over two (2) years is \$585,627.16. This amount includes a roll up for the second year that includes a step raise and incentive pay.

The Turlock Fire Department line roster is currently at forty-two (42) personnel. We are seeking authorization to hire three (3) firefighters to fill vacancies at fire station 3. The fire department has been filling the current vacancies with dedicated supplemental staffing overtime approved by the City Council in 2013. This dedicated overtime amount in the current fiscal year is \$210,000 dollars. If the fire department is awarded the SAFER grant for three (3) firefighter positions, we will be able to reduce this overtime allocation in the first year and eliminate this overtime allocation in future budgets.

The table below shows the salary and benefit totals that Turlock Fire Department would apply for reimbursement through the two (2) year cycle of the SAFER grant. Awards for the SAFER grant extend over several months and it is unknown if or when we would be awarded a grant, so for the purpose of projecting correct salary and benefits, we will use a tentative start date of November 1, 2015, for our projections:

3 Fire Fighters	First 12 Months	Second 12 Months	Total
Salary	\$151,229.46	\$163,478.52	\$314,707.98
Benefits	\$127,137.39	\$135,251.85	\$262,389.24
Incentive Pay		\$8,529.94	\$ 8,529.94
Total			\$585,627.16

3. BASIS FOR RECOMMENDATION:

- A) City of Turlock policy requires City Council to approve all agreements.
- B) Essential fire department services will be restored through the utilization of grant funds.
- C) A savings to the overtime budget.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The estimated costs to hire three (3) new firefighters would be an estimated \$20,000.00 dollars to cover:

- a) The costs associated with the hiring process, background investigations, medical and psychological evaluations.
- b) New personal protective clothing.
- c) Academy costs for instructors.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None.

7. ALTERNATIVES:

- A. Council could decline the request to accept the SAFER Grant funds.
- B. Continue to pay overtime to backfill positions.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
TURLOCK FIRE DEPARTMENT TO SUBMIT }
A GRANT APPLICATION WITH THE UNITED }
STATES DEPARTMENT OF HOMELAND }
SECURITY FOR STAFFING FOR THE }
ADEQUATE FIRE AND EMERGENCY }
RESPONSE (SAFER) GRANT TO HIRE }
LINE FIREFIGHTER POSITIONS IN THE }
AMOUNT OF \$585,627.16 }

RESOLUTION NO. 2015-

WHEREAS, the United States Department of Homeland Security – Staffing for Adequate Fire and Emergency Response (SAFER) Grant is a competitive grant that provides funding directly to fire departments to help them increase the number of trained, frontline firefighters available in their communities; and

WHEREAS, the SAFER Grant provides one hundred percent (100%) funding for approved entry-level salaries and benefits for two (2) years for newly hired, full time line firefighter positions; and

WHEREAS, the Turlock Fire Department has a need to fill three (3) line firefighter positions; and

WHEREAS, the total value of the grant for two (2) years is \$585,627.16; and

WHEREAS, the Turlock Fire Department intends to allocate the SAFER Grant funds toward the hiring of three (3) line firefighter positions; and

WHEREAS, no local match is required in connection with the expenditure of these funds.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby authorize the Turlock Fire Department to sign all documents required to apply for the SAFER Grant administered by the Federal Emergency Management Agency to pay for two (2) years of salary and benefits for three (3) line firefighter positions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of March, 2015, 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 10, 2015

From: Allison Van Guilder, Director of Parks Recreation
and Public Facilities

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Option 1

Motion: Appointing the Parks, Arts & Recreation Commission, to administer
the 2015 Community Grants Program formerly administered by the
Convention and Visitors Bureau

OR

Option 2

Motion: Appointing the CDBG Grants Committee to administer the 2015
Community Grants Program formerly administered by the
Convention and Visitors Bureau

2. DISCUSSION OF ISSUE:

The Turlock Chamber of Commerce provided a ninety day notice to the Turlock
City Council of its intent to withdraw from the contract for Convention and Visitors
Bureau Services as of May 3, 2015. Under the 2015 contract, work has already
begun with regard to the solicitation of community organizations seeking grant
funds to help host community events. All the applications for 2015 funding have
been received and need to be reviewed and funding decision made.

The City of Turlock has two existing committees that can step in to handle the
review of applications, hear the presentations and award the funds for these
community events. The first group is the Community Development Block Grant
(CDBG) Committee that reviews grant applications for CDBG funds and makes

The second potential group is the Parks, Arts & Recreation Commission which is designated by Council to encourage, stimulate, promote and foster programs for the enrichment of the City and to contribute to the quality of life in Turlock. They advise staff and Council on a variety of City sponsored community projects/events and represent a diverse range of experience in the arts, sports, youth engagement and business sectors. Currently, the Parks, Arts & Recreation Commission meets on a monthly basis which could allow for recipients of the community event grants to follow up with the Commission on the success of their event and to report back on how the funds were used to promote Turlock and support CVB efforts. This follow up has the potential to provide the opportunity to inform the broader community on how the public funds were used, elevating the level of transparency of the program.

The CDBG Committee could meet as needed or the Parks and Recreation Commission does meet on a regular, ongoing basis. Either group could meet as needed to address opportunities for new events to be considered outside of the normal funding period should the need arise. Assigning this program to the Parks, Arts & Recreation Commission could potentially enrich their existing role and responsibilities as an advisory board and could provide them with a more comprehensive perspective on how the City can partner with other organizations to enhance the quality of life for residents and visitors in Turlock.

Staff seeks direction from Council in selecting which group to assume this grants review task for 2015.

3. BASIS FOR RECOMMENDATION:

The City Council, in a November vote approving the bureau's 2015 budget, which included funding for \$80,000 in grants to the community for community based events such as the Fourth of July fireworks and downtown parade as well as special events at CSU Stanislaus, and the Stanislaus County Fair. The grant applications have already been submitted to the CVB for the 2015 and it is the intent of the City to move ahead in reviewing and awarding these grant funds. Events such as the Tournament of Champions at CSU Stanislaus have requested funds to help offset their event costs.

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

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact – Funds have already been allocated in budget for these activities and grant funds.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

- A. The Council could choose to forgo any kind of community funding. Staff does not recommend this option as the City is assuming this grant program after the program year has begun and applications have already been received.



Council Synopsis

March 10, 2015

From: Michael G. Pitcock, PE
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:

Resolution: Authorizing the creation and recruitment of a Staff Services Assistant position within the Development Services Department - Building Division through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed

2. DISCUSSION OF ISSUE:

Along with the general decline in permit activity and associated staffing cuts in August of 2009, the public counter hours of the Building and Planning Divisions was reduced to only serving walk in customers Monday through Thursday, 1:00 pm to 5:00 pm.

With the past few years of progressively significant growth in building permits issued, along with the desire to open the Building/Planning Division counter to public service on a full time basis, it is apparent that a Staff Services Assistant is required to adequately serve our present and future customer's needs. The position need is directly related to the substantial customer service nature that the public counter requires. The additional time being expended at the counter assisting our customers with general questions, application submissions and permit issuance, as well as the increase in permit activity, necessitates the addition of one clerical staff position.

Currently, the counter only is open on a part time basis. Despite the partial closure, staff is still having significant difficulties processing the volume of permits that are being administered through the Division. With our current staffing level, periodic delays in processing have occurred in the time of the year that the volume of permit issuance is generally at its lowest. Therefore, the Division's level of service is already showing that the current staffing level is inadequate for the current volume of permits presently being issued.

Per the following table, it can be seen that significant growth occurred in the volume of permits issued in 2013. At the same time, 2014 appears to be show a slower rate of permits issued growth. However, when looking at permits applied for, what cannot be seen is how the overall complexity of permits has risen significantly in 2014.

Year	Permits applied for	Percent Change of Permits applied for	Total Valuation	Percent Change of Total Valuation
2012	1061		\$38,938,000	
2013	1417	34%	\$43,379,000	11%
2014	1515	7%	\$78,252,000	81%

In 2012 and 2013, many permits issued were related to smaller projects such as needed repairs or minor additions, or what would be considered relatively low cost changes to existing facilities. The current types of permits being processed can be classified as major commercial, industrial or residential projects. When reviewing the percent change of total valuation, it can be noted that the minor growth in permit volume is actually a major growth in project valuation. The major growth in total valuation directly equates to a substantial growth in construction complexity and the amount of time that staff utilizes to process the permits.

Finally, the income stream of the Building Division can generally be considered to be weighted toward the first half of the calendar year. Therefore, the Building Division can anticipate that half way through the fiscal year, less than 50% of the income is should be derived. Therefore, it is notable that as of January 1, 2015, the Division achieved an income that equates to 72% of this fiscal year's projected revenue. A simple projection of the remainder of the year indicates that the Division revenue will clearly exceed the projected revenue found in this Fiscal Year's budget. Therefore the projected additional revenue will more than outpace the cost of the additional staffing costs.

In addition to the additional expected revenue, in December 31, 2014, the Building Division's Senior Plan Checker retired which reduced the expected staffing expenditures. Therefore, funding for this new position will come from cost savings due to the retirement and currently unfilled position, as well as from an increase in anticipated total revenues in excess of those originally approved with the Building Division Budget.

This classification performs a variety of moderately complex clerical duties related to the activities of the Building Division in providing application assistance and processing of building permits for the public. The new position for Staff Services Assistant will report to the Chief Building Official and is assigned to the

Turlock City Employees Association for labor relations purposes and is subject to overtime assignment.

The complete job description is included as attachment "A".

Recruitment will be conducted in-house and will be open to existing full-time, part-time and volunteer/intern staff. The in-house and external recruitment process will be conducted one time and open to all. However, the interview process will be segmented as follows:

1. Conduct interviews of full-time staff. If no full time candidate is selected from the interview process; then
2. Conduct interviews of part-time staff. If no part time candidate is selected from the interview process; then
3. Conduct interviews of volunteer/intern staff. If no volunteer/intern candidate is selected from the interview process; then
4. Conduct interviews of outside applicants and fill this position with a candidate external to the City.

3. BASIS FOR RECOMMENDATION:

A) In order to expeditiously process building permits and supply quality customer service, it is essential to refill this indispensable position.

A. Strategic Plan Initiative Policy Initiative- Effective Leadership

Goal 1. C. Hire, develop and retain the best most qualified employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact 405-40-405.41001 Full Time salaries

Funding for this position is not currently allocated in the FY14-15 budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject the request to staff this currently unfunded position.

Job Descriptions

STAFF SERVICES ASSISTANT

DEFINITION

Under general supervision, the Staff Services Assistant will provide a wide range of routine clerical, technical and administrative support to assigned Department. Responsibilities will include assisting in tracking departmental projects and activities, researching and compiling information, record keeping, and providing computer support to assigned department. This position is assigned to the miscellaneous bargaining unit for labor relations purposes and is subject to overtime assignments.

DISTINGUISHING CHARACTERISTICS

The Staff Services Assistant is distinguished from the Staff Services Technician in that the Technician performs more technical/analytical assignments with a greater level of independence than the Staff Services Assistant. The Staff Services Assistant provides administrative and technical support to supervisory and management staff, including computer support on various programs for department staff.

ESSENTIAL FUNCTIONS: - Duties may include, but are not limited to the following:

- Assist supervisory and management staff in tracking departmental projects and/or program activities.
- Learn to prepare written reports incorporating research and data presentation in charts and graphs.
- Assist others in the use of computer applications in office operations.
- Assist in responding to requests for information from other departments, agencies and the public.
- Investigate issues related to departmental operations and reports findings to supervisor or others in written or oral reports.
- Compile information and data for statistical and financial reports.
- May monitor budget accounts as directed by supervisor.
- Process records, data or material as required.
- Perform other duties as assigned.

MINIMUM QUALIFICATIONS:

Knowledge Of:

- Principles of general inventory control procedures
- Principles of public administration; record keeping and filing practices; and government practices and requirements.
- Word processing and spreadsheet applications.
- City Codes and regulations relating to departmental activities.

Ability To:

- Operate a computer and other office machines.
- Utilize various computer software programs.
- Meet deadlines on time while maintaining smooth day to day operation of job duties.
- Learn and apply government practices, procedures and codes in the completion of assignments.
- Communicate clearly and concisely, both orally and in writing.
- Understand and carry out oral and written instructions.
- Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND EDUCATION**Experience:**

Two years of experience performing duties that include clerical work, financial or statistical record keeping, records maintenance, computer applications, and contact working with the general public.

Education:

Equivalent to completion of the twelfth grade, supplemented by related college coursework

LICENSE OR CERTIFICATE

Possession of an appropriate, valid California Drivers License at the time of appointment, to be maintained as a condition of continued employment.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: See well enough to read instructions; read fine print and view computer screens; hear well enough to converse on the telephone and in person; use of hands and finger for use of computer keyboard, filing, writing and answering telephones; capable of clear speech; able to lift and carry objects weighing up to 40 pounds; climb stairs and ladders; stamina to work long hours and attend night meetings.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
CREATION AND RECRUITMENT OF A }
STAFF SERVICES ASSISTANT POSITION }
WITHIN THE DEVELOPMENT SERVICES }
DEPARTMENT- BUILDING DIVISION }
THROUGH AN IN-HOUSE RECRUITMENT }
OF FULL-TIME, PART-TIME AND }
VOLUNTEER/INTERN STAFF, AND }
OUTSIDE RECRUITMENT IF NEEDED }
_____ }

RESOLUTION NO. 2015-

WHEREAS, the City Council of the City of Turlock passed and adopted Personnel Resolution No. 89-38 on February 28, 1989, as directed under the provisions of Section 2-4-504 of the Turlock Municipal Code to adopt rules and regulations for the administration of the personnel system; and

WHEREAS, the Building Division has experienced progressively significant growth in building permits issued; and

WHEREAS, in order to best serve our customer's needs, the Building Division has determined that the public service counter needs to be open to the public on a full time basis; and

WHEREAS, due to the substantial customer service based nature of the public service counter, prior to opening the counter, the Building Division needs to create and staff a position to allow for the additional time expenditures and processing of permits; and

WHEREAS, on December 31, 2014, the Building Division's Senior Plan Checker retired providing a salary expenditure savings of approximately 4 months; and

WHEREAS, due to the significant volume in permits issued and revenue collected, the Building Division is anticipating a budget surplus at the end of this fiscal year; and

WHEREAS, funding for this new position will come from cost savings due to the retirement and subsequently unfilled position of four months, while the remainder of the costs are borne on the increase in anticipated total revenues in excess of those originally approved with the Building Division's budget; and

WHEREAS, the Staff Services Assistant reports to the Chief Building Official and performs a variety of moderately complex clerical duties related to the activities of the Building Department.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the creation and recruitment of a Staff Services Assistant position for the Development Services Department – Building Division through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of March, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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