

# City Council Agenda



**MARCH 24, 2015**

**6:00 p.m.**

**City of Turlock Yosemite Room**

**156 S. Broadway, Turlock, California**

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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](http://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. Presentation: California Water Environment Association P3S-Northern California Large Facility of the Year Award by Environmental Compliance Inspector Dan Frisch
- B. Presentation: Pit Crew CPR by Dr. Kevin Mackey and recognition of three Turlock Firefighters

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

**B. STAFF UPDATES:**

- 1. Board, Commission, and Committee Vacancies (*Weaver*)

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**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 (that is within the subject matter jurisdiction of the City Council) and to address the Council on any item on tonight's agenda, including Consent items. You will be allowed five (5) 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 2/26/15 in the amount of \$763,640.43
- B. Motion: Accepting Minutes of Special Meeting of March 3, 2015; Minutes of Regular Meeting of March 10, 2015
- C.
  1. Motion: Making the determination that City Project No. 13-61, "Drew Ave. Improvements - Pedras Rd. to W. Tuolumne Rd.," is exempt from the provisions of CEQA in Section 15301 of the California Environmental Quality Act (CEQA)
  2. Motion: Awarding bid and approving an agreement in the amount of \$299,680 (Fund 410) with Rolfe Construction, Atwater, California for City Project No. 13-61, "Drew Ave. Improvements - Pedras Rd. to W. Tuolumne Rd."
  3. Resolution: Appropriating \$368,000 to account number 410-51-534.51270 "Construction Project" to be funded via a transfer of \$109,000 from account number 410-51-534.51300 "Construction Repairs/ Improvements" and an appropriation of \$259,000 from Fund 410/534 "Capital Repair/Replacement" reserve balance for City Project No. 13-61, "Drew Ave. Improvements - Pedras Rd. to W. Tuolumne Rd."
- D. Motion: Accepting improvements for City Project No. 15-30, "Emergency Repair on Golf Road," and authorizing the City Engineer to file a Notice of Completion
- E. Resolution: Appointing the Disadvantaged Business Enterprise (DBE) Liaison Officer and setting the Disadvantaged Business Enterprise Goal for Fiscal Years 2014/15 through 2016/17
- F. Motion: Authorizing the City Manager or his designee to execute a Sub-Recipient Public Transit Agreement with the Stanislaus Council of Governments (StanCOG) as a prerequisite to receiving Federal Transit Administration funds
- G. Resolution: Authorizing the City Manager to sign all documents, assurances and statements in regard to the purchase of five (5) transit buses from A-Z Bus Sales utilizing the California Association for Coordinated Transportation (CalACT) competitive bid award without compliance to the formal bid procedure, having found that the criteria listed in Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-08(b)(5) have been satisfied
- H. Motion: Approving a four (4) year retainer agreement with Stantec Consulting Services, Inc., of Phoenix, Arizona, for City Project No., 14-72, "RFQ for Airport Planning/Environmental and Engineering/Architectural Services Retainer Agreement," for Fiscal Years 2014/15 through 18/19, in an amount not to exceed \$200,000

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- I. Motion: Approving the purchase of filter media and associated hardware from Aqua-Aerobics Systems, Inc., for the tertiary filters at the Turlock Regional Water Quality Control Facility, in an amount not to exceed \$49,732 from Fund 410-51-534.44030\_038 "Tertiary Filter Media" without compliance to the formal bid procedure, having found that the criteria listed in Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-08(b)(2) and (b)(6) have been satisfied
  - J. Motion: Approving the service agreement with Presort Center of Stockton, Inc., for laser printing of utility billing, mailing services, and business licenses, for a period of twelve (12) months, in an amount not to exceed \$127,000
  - K. Resolution: Accepting monetary donations of \$566.46 received from January through March, Fiscal Year 2014-15, to be deposited for a variety of Parks, Recreation & Public Facilities Department programs, scholarships, and activities
  - L. Resolution: Re-appropriating \$9,525 in unspent funds from Fiscal Year 2013-14 to account number 269-60-614-373.51270 "Dog Park Construction Project" from Fund 269 "Parks & Public Facilities Grants-Dog Park" reserve balance for completion of City Project No., 14-20 "Swanson-Centennial Dog Park"
  - M. Motion: Rejecting Claim for Damages filed by Ronald West
  - N. Motion: Rejecting Claim for Damages filed by James Woo
  - O. Motion: Rejecting Claim for Damages filed by Ninef A. Karam
  - P. Motion: Rejecting Claim for Damages filed by Katie Borrelli
  - Q. Motion: Rejecting Claim for Damages filed by Kevin McGrath

**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 authorize the closure of Center Street, between East Main Street and Crane Avenue, for the Found in Turlock Bridal Showcase on April 19, 2015; the closure of East Main Street, between Thor Street and Palm Street, for the Main StrEAT Food Rally on May 1, 2015, June 5, 2015, July 3, 2015, August 7, 2015, and September 4, 2015; the closure of East Main Street, between Center Street and Palm Street, for the Turlock Certified Farmer's Market every Saturday beginning May 2, 2015, through October 31, 2015; and authorize the City Manager to apply appropriate conditions and restrictions.  
(Pitcock)

**Recommended Action:**

Resolution: Authorizing the closure of Center Street, between East Main Street and Crane Avenue, for the Found in Turlock Bridal Showcase on April 19, 2015 from 8:00 a.m. to 6:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions

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Resolution: Authorizing the closure of East Main Street, between Thor Street and Palm Street, for the Main StrEAT Food Rally on May 1, 2015, June 5, 2015, July 3, 2015, August 7, 2015, and September 4, 2015, from 4:30 p.m. to 11:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions

Resolution: Authorizing the closure of East Main Street, between Center Street and Palm Street, for the Turlock Certified Farmer's Market every Saturday beginning May 2, 2015, through October 31, 2015, from 6:00 a.m. to 2:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions

- B. Request to authorize the reclassification of the current Payroll Coordinator to Administrative Analyst/Admin Services, the reclassification of the existing 30/70 split Account Tech to Payroll Coordinator, the reclassification of the existing 30/70 split Account Tech position to an 80/20 split Executive Assistant to the City Manager/City Clerk Trainee position, and the hiring of an Executive Assistant to the City Manager/City Clerk Trainee position through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed, effective May 1, 2015.  
(Wasden)

**Recommended Action:**

Resolution: Authorizing the creation of an Administrative Analyst/Admin Services job description.

Resolution: Authorizing the reclassification of Audrey Cray from Payroll Coordinator to Administrative Analyst/Admin Services, effective May 1, 2015, and the reclassification of Esmeralda Villalobos from Account Tech to Payroll Coordinator, effective May 1, 2015

Resolution: Authorizing the reclassification of the existing 30/70 split Account Tech position to an 80/20 split Executive Assistant to the City Manager/City Clerk Trainee position funded by General Fund 110

Resolution: Authorizing the hiring of one (1) "reclassified" 80/20 split Executive Assistant to the City Manager/City Clerk Trainee through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed, effective May 1, 2015

- C. Request to approve the service agreement with Homeland Security & Management Solutions, Inc., Dba Dantli Corp for Temporary Personnel Services, for various City departments as needed, in an annual amount not to exceed \$25,000, for a period of twelve (12) months. (Jacobs-Hunter)

**Recommended Action:**

Motion: Approving the service agreement with Homeland Security & Management Solutions, Inc., Dba Dantli Corp for Temporary Personnel Services, for various City departments as needed, in an annual amount not to exceed \$25,000, for a period of twelve (12) months

**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**

3B1



**KELLIE E. WEAVER**  
CITY CLERK  
[kweaver@turlock.ca.us](mailto:kweaver@turlock.ca.us)

**OFFICE OF THE CITY CLERK**  
ADMINISTRATION

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 EXT 1110 | FAX 209-668-5668

**MEMORANDUM**

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** KELLIE WEAVER  
**DATE:** March 24, 2015  
**RE:** Board, Commission, and Committee Vacancies

The following information is provided based upon Council request to receive notification of vacancies on various boards, commissions, and committees in order that we might tap into the reservoir of talent that exists within our community.

Listed below are current and/or upcoming board, commission, and committee vacancies that require appointment by the Turlock City Council.

BOARD/COMMISSION/COMMITTEE	DATE OF VACANCY	NUMBER OF VACANCIES
Parks, Recreation and Community Programs Commission	03/11/15	1

Interested citizens may use the attached “Citizens Desiring to Serve Their City” application form or may request one from City Hall – Administration at 668-5540.

It should also be noted that pursuant to California Government Code Section 54970-54974 (commonly referred to as the Maddy Act), the Local Appointments List for the City of Turlock was prepared and posted at the Turlock Branch of the Stanislaus County Library prior to December 31, 2014 as required by the Act.

Any questions regarding serving on any of our regular and ongoing boards, commissions, and committees should be directed to my attention at (209) 668-5540, Ext. 1110 or [kweaver@turlock.ca.us](mailto:kweaver@turlock.ca.us).

Attachment (1)

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



OFFICE OF THE CITY CLERK  
ADMINISTRATION

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

## CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

\_\_\_\_\_ Parks, Arts & Recreation  
Commission

\_\_\_\_\_ Stanislaus County Airport Advisory  
Committee

\_\_\_\_\_ Planning Commission

\_\_\_\_\_ Stanislaus County Local Task Force  
on Solid Waste

\_\_\_\_\_ Development Collaborative Advisory  
Committee

\_\_\_\_\_ Turlock Mosquito Abatement District  
Board of Trustees

\_\_\_\_\_ Other \_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_

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

How long have you lived in Turlock? \_\_\_\_\_

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: \_\_\_\_\_

Business Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Employment Highlights: \_\_\_\_\_

Prior Public Service, if any: \_\_\_\_\_

Present and past community activities and organizations: \_\_\_\_\_

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

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

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

**Please return to:**

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

\_\_\_\_\_  
Signature Date

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS }  
OF 2/26/15 IN THE AMOUNT OF \$763,640.43 }  
\_\_\_\_\_ }

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:
2/26/15	\$763,640.43

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24<sup>th</sup> 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

# Payment Register

From Payment Date: 2/20/2015 - To Payment Date: 2/26/2015



Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
101221	02/20/2015	Open			Accounts Payable	FARIA, JAMIE	\$242.00		
		Paying Fund		Cash Account					
101222	02/20/2015	Open		104.11000 (Cash)	Accounts Payable	MOORE WALLACE DBA RR DONNELLY	\$429.36		
		Paying Fund		Cash Account					
101223	02/20/2015	Open		110.11000 (Cash)	Accounts Payable	STANISLAUS CTY SHERIFF	\$412.28		
		Paying Fund		Cash Account					
101224	02/20/2015	Open		104.11000 (Cash)	Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
		Paying Fund		Cash Account					
101225	02/20/2015	Open		104.11000 (Cash)	Accounts Payable	VISION SERVICE PLAN CA	\$1,497.23		
		Paying Fund		Cash Account					
101226	02/20/2015	Open		511.11000 (Cash)	Accounts Payable	State of California	\$63.96		
		Paying Fund		Cash Account					
101227	02/25/2015	Open		104.11000 (Cash)	Utility Management Refund	AVALOS, LIBRADO, D	\$18.00		
		Paying Fund		Cash Account					
101228	02/25/2015	Open		420.11000 (Cash)	Utility Management Refund	BRENNAN, DIANNE	\$145.73		
		Paying Fund		Cash Account					
101229	02/25/2015	Open		420.11000 (Cash)	Utility Management Refund	CAVIGLIA, MIKE	\$309.82		
		Paying Fund		Cash Account					
101230	02/25/2015	Open		420.11000 (Cash)	Utility Management Refund	CEMEX INC	\$2,835.89		
		Paying Fund		Cash Account					
101231	02/25/2015	Open		110.11000 (Cash)	Utility Management Refund	RODRIGUEZ, MARIAN	\$200.00		
		Paying Fund		Cash Account					
101232	02/25/2015	Open		420.11000 (Cash)	Utility Management Refund	WRIGHT, BRANDI, L	\$208.94		
		Paying Fund		Cash Account					

# Payment Register

From Payment Date: 2/20/2015 - To Payment Date: 2/26/2015

101233	420 - WATER	02/26/2015	Open	420.11000 (Cash)	Accounts Payable	A-Z BUS SALES INC	\$208.94
	Paying Fund			Cash Account			Amount
101234	425 - Transit - Dial-A-Ride	02/26/2015	Open	425.11000 (Cash)	Accounts Payable	AIRGAS NCN	\$589.99
	Paying Fund			Cash Account			Amount
101235	410 - WATER QUALITY CONTROL (WQC)	02/26/2015	Open	410.11000 (Cash)	Accounts Payable	ALL VALLEY SMOG INC	\$742.41
	Paying Fund			Cash Account			Amount
101236	205 - Sports Facilities	02/26/2015	Open	205.11000 (Cash)	Accounts Payable	ALTA PLANNING + DESIGN, INC.	\$9,482.50
	Paying Fund			Cash Account			Amount
101237	217 - Streets - Gas Tax	02/26/2015	Open	217.11000 (Cash)	Accounts Payable	AMERICAN ALARM CO INC	\$9,482.50
	Paying Fund			Cash Account			Amount
101238	410 - WATER QUALITY CONTROL (WQC)	02/26/2015	Open	410.11000 (Cash)	Accounts Payable	AMERICAN WATER WORKS ASSOCIATION	\$1,479.00
	Paying Fund			Cash Account			Amount
101239	420 - WATER	02/26/2015	Open	420.11000 (Cash)	Accounts Payable	AMERINATN'L COMM SERVICE	\$270,000.00
	Paying Fund			Cash Account			Amount
101240	255 - CDBG	02/26/2015	Open	255.11000 (Cash)	Accounts Payable	APPLIED PEST MANAGEMENT INC	\$270,000.00
	Paying Fund			Cash Account			Amount
101241	110 - General Fund	02/26/2015	Open	110.11000 (Cash)	Accounts Payable	ARMOR FIRE EXTINGUISHER	\$745.39
	Paying Fund			Cash Account			Amount
101242	410 - WATER QUALITY CONTROL (WQC)	02/26/2015	Open	410.11000 (Cash)	Accounts Payable	AT & T	\$987.08
	Paying Fund			Cash Account			Amount
101243	110 - General Fund	02/26/2015	Open	110.11000 (Cash)	Accounts Payable	AT&T MOBILITY	\$987.08
	Paying Fund			Cash Account			Amount
101244	410 - WATER QUALITY CONTROL (WQC)	02/26/2015	Open	410.11000 (Cash)	Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	\$46.27
	Paying Fund			Cash Account			Amount

# Payment Register

From Payment Date: 2/20/2015 - To Payment Date: 2/26/2015

101245	110 - General Fund 02/26/2015 Paying Fund	Open	Accounts Payable	AVID IDENTIFICATION INC	110.11000 (Cash)	\$651.69	\$708.75
101246	110 - General Fund 02/26/2015 Paying Fund	Open	Accounts Payable	BALSWICK'S TIRE SHOP INC	110.11000 (Cash)	\$708.75	\$2,124.20
101247	110 - General Fund 205 - Sports Facilities 410 - WATER QUALITY CONTROL (WQC) 425 - Transit - Dial-A-Ride 02/26/2015 Paying Fund	Open	Accounts Payable	BLUELINE RENTAL LLC	110.11000 (Cash)	\$689.68	\$929.94
101248	410 - WATER QUALITY CONTROL (WQC) 02/26/2015 Paying Fund	Open	Accounts Payable	BOLLINGER INC	410.11000 (Cash)	\$929.94	\$300.00
101249	110 - General Fund 02/26/2015 Paying Fund	Open	Accounts Payable	BONANDER TRUCKS	110.11000 (Cash)	\$300.00	\$303.23
101250	110 - General Fund 02/26/2015 Paying Fund	Open	Accounts Payable	CA-NV SECTION AWWA	110.11000 (Cash)	\$303.23	\$180.00
101251	420 - WATER 02/26/2015 Paying Fund	Open	Accounts Payable	CAROLLO ENGINEERS	420.11000 (Cash)	\$180.00	\$30,496.34
101252	420 - WATER 02/26/2015 Paying Fund	Open	Accounts Payable	CENTRAL SANITARY SUPPLY	420.11000 (Cash)	\$30,496.34	\$646.14
101253	410 - WATER QUALITY CONTROL (WQC) 02/26/2015 Paying Fund	Open	Accounts Payable	CENTRAL VALLEY BUSINESS FORMS	410.11000 (Cash)	\$646.14	\$2,502.71
101254	420 - WATER 02/26/2015 Paying Fund	Open	Accounts Payable	CHAMPION INDUSTRIAL	420.11000 (Cash)	\$2,502.71	\$1,889.82
101255	110 - General Fund 301 - Capital Improvements 410 - WATER QUALITY CONTROL (WQC) 02/26/2015 Paying Fund	Open	Accounts Payable	CHARTER COMMUNICATIONS	110.11000 (Cash)	\$1,128.89	\$299.98
101256	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 501 - Information Technology 02/26/2015 Paying Fund	Open	Accounts Payable	COMBINED BENEFITS ADMIN C	410.11000 (Cash)	\$92.48	\$50,466.71

# Payment Register

From Payment Date: 2/20/2015 - To Payment Date: 2/26/2015

101257	511 - Health Care	02/26/2015	Open	511.11000 (Cash)	Accounts Payable	CULLIGAN INC	\$50,466.71	\$209.87
	Paying Fund			Cash Account			Amount	
101258	420 - WATER	02/26/2015	Open	420.11000 (Cash)	Accounts Payable	CUMMINS PACIFIC LLC	\$209.87	\$4,072.41
	Paying Fund			Cash Account			Amount	
101259	426 - Transit - Fixed Route	02/26/2015	Open	426.11000 (Cash)	Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	\$4,072.41	\$51.40
	Paying Fund			Cash Account			Amount	
101260	410 - WATER QUALITY CONTROL (WQC)	02/26/2015	Open	410.11000 (Cash)	Accounts Payable	CWEA	\$51.40	\$468.00
	Paying Fund			Cash Account			Amount	
101261	410 - WATER QUALITY CONTROL (WQC)	02/26/2015	Open	410.11000 (Cash)	Accounts Payable	DELTA WIRELESS & NETWORK	\$468.00	\$12,507.92
	Paying Fund			Cash Account			Amount	
101262	110 - General Fund	02/26/2015	Open	110.11000 (Cash)	Accounts Payable	DENAIR FENCING INC	\$115.00	\$5,172.28
	Paying Fund			Cash Account			Amount	
101263	112 - GF Reserve for Capital Purchases	02/26/2015	Open	112.11000 (Cash)	Accounts Payable	DLT SOLUTIONS LLC	\$12,392.92	\$4,070.52
	Paying Fund			Cash Account			Amount	
101264	410 - WATER QUALITY CONTROL (WQC)	02/26/2015	Open	410.11000 (Cash)	Accounts Payable	ECONOMIC & PLANNING INC	\$5,172.28	\$62.50
	Paying Fund			Cash Account			Amount	
101265	502 - Engineering	02/26/2015	Open	502.11000 (Cash)	Accounts Payable	EQUIFAX	\$4,070.52	\$28.14
	Paying Fund			Cash Account			Amount	
101266	411 - Storm Drainage Construction	02/26/2015	Open	411.11000 (Cash)	Accounts Payable	FASTENAL COMPANY INC	\$62.50	\$583.63
	Paying Fund			Cash Account			Amount	
101267	110 - General Fund	02/26/2015	Open	110.11000 (Cash)	Accounts Payable	FEDERAL EXPRESS	\$28.14	\$468.49
	Paying Fund			Cash Account			Amount	
101268	110 - General Fund	02/26/2015	Open	110.11000 (Cash)	Accounts Payable	FIRST TRANSIT INC	\$575.06	\$44,965.76
	Paying Fund			Cash Account			Amount	
101269	425 - Transit - Dial-A-Ride	02/26/2015	Open	425.11000 (Cash)	Accounts Payable	FRESNO CITY COLLEGE	\$8.57	\$506.00
	Paying Fund			Cash Account			Amount	
	240 - Small Equipment Replacement			240.11000 (Cash)			\$373.76	
	420 - WATER			420.11000 (Cash)			\$34.98	
	02/26/2015	Open					\$59.75	
	426 - Transit - Fixed Route			426.11000 (Cash)			\$14,372.52	
	02/26/2015	Open					\$30,593.24	

# Payment Register

From Payment Date: 2/20/2015 - To Payment Date: 2/26/2015

Paying Fund	Cash Account	Accounts Payable	Amount
101270	110 - General Fund 02/26/2015 Open	GARTON TRACTOR INC	\$506.00
	Paying Fund		\$1,746.27
101271	110 - General Fund 205 - Sports Facilities 410 - WATER QUALITY CONTROL (WQC) 02/26/2015 Open	GCR TIRES & SERVICE	\$90.00
	Paying Fund		\$819.03
101272	410 - WATER QUALITY CONTROL (WQC) 02/26/2015 Open	GRAINGER INC, W W	\$90.00
	Paying Fund		\$819.03
101273	410 - WATER QUALITY CONTROL (WQC) 02/26/2015 Open	GUY & JOAN GARDNER PARTNERSHIP	\$819.03
	Paying Fund		\$695.00
101274	110 - General Fund 02/26/2015 Open	HILMAR LUMBER INC	\$695.00
	Paying Fund		\$103.69
101275	410 - WATER QUALITY CONTROL (WQC) 02/26/2015 Open	HILMAR READY MIX	\$103.69
	Paying Fund		\$45.74
101276	410 - WATER QUALITY CONTROL (WQC) 02/26/2015 Open	HUNTINGTON COURT REPORTER	\$45.74
	Paying Fund		\$906.00
101277	110 - General Fund 02/26/2015 Open	INDEPENDENT ELECTRIC INC	\$906.00
	Paying Fund		\$807.72
101278	246 - Landscape Assessment 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 02/26/2015 Open	INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE INC	\$360.07 \$7.51 \$440.14
	Paying Fund		\$150.00
101279	110 - General Fund 02/26/2015 Open	ITRON INC	\$150.00
	Paying Fund		\$12,219.52
101280	420 - WATER 02/26/2015 Open	JARVIS FAY & DOPORTO LLP	\$12,219.52
	Paying Fund		\$342.00
101281	110 - General Fund 02/26/2015 Open	KELLY'S BACKFLOW SERVICES, PAUL, HOWARD	\$342.00
	Paying Fund		\$581.18

# Payment Register

From Payment Date: 2/20/2015 - To Payment Date: 2/26/2015

101282	420 - WATER	02/26/2015	Open	420.11000 (Cash)	Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC	\$581.18	\$180.00
	Paying Fund			Cash Account			Amount	
101283	425 - Transit - Dial-A-Ride	02/26/2015	Open	425.11000 (Cash)	Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	\$180.00	\$1,155.41
	Paying Fund			Cash Account			Amount	
	110 - General Fund			110.11000 (Cash)			\$678.15	
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)			\$28.00	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$152.06	
	420 - WATER			420.11000 (Cash)			\$237.63	
	502 - Engineering			502.11000 (Cash)			\$59.57	
101284	02/26/2015	Open		Accounts Payable		NAPA AUTO PARTS		\$36.15
	Paying Fund			Cash Account			Amount	
	110 - General Fund			110.11000 (Cash)		NEVER BORING DESIGN INC	\$36.15	\$57.29
101285	02/26/2015	Open		Accounts Payable				
	Paying Fund			Cash Account			Amount	
	266 - Police Services Grants			266.11000 (Cash)		NEW FLYER INDUSTRIES CANADA ULC	\$57.29	\$884.71
101286	02/26/2015	Open		Accounts Payable				
	Paying Fund			Cash Account			Amount	
	426 - Transit - Fixed Route			426.11000 (Cash)		NEXT LEVEL PARTS INC	\$884.71	\$81.29
101287	02/26/2015	Open		Accounts Payable				
	Paying Fund			Cash Account			Amount	
	110 - General Fund			110.11000 (Cash)		P G & E	\$81.29	\$8,478.75
101288	02/26/2015	Open		Accounts Payable				
	Paying Fund			Cash Account			Amount	
	110 - General Fund			110.11000 (Cash)			\$321.14	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,393.96	
	505 - Fleet			505.11000 (Cash)			\$5,763.65	
101289	02/26/2015	Open		Accounts Payable		PACE SUPPLY CORPORATION		\$1,553.67
	Paying Fund			Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		PAUL'S PAINT COMPANY	\$1,553.67	\$1,028.68
101290	02/26/2015	Open		Accounts Payable				
	Paying Fund			Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		PLATT ELECTRIC SUPPLY	\$1,028.68	\$4,334.58
101291	02/26/2015	Open		Accounts Payable				
	Paying Fund			Cash Account			Amount	
	246 - Landscape Assessment			246.11000 (Cash)			\$34.22	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,850.89	
	420 - WATER			420.11000 (Cash)			\$2,449.47	
101292	02/26/2015	Open		Accounts Payable		PROTECH SECURITY/ELEC INC		\$410.00
	Paying Fund			Cash Account			Amount	
	110 - General Fund			110.11000 (Cash)			\$410.00	

# Payment Register

From Payment Date: 2/20/2015 - To Payment Date: 2/26/2015

Account Number	Payment Date	Payment Type	Account Name	Account Type	Amount
101293	02/26/2015	Open	Cash Account	Amount	
	Paying Fund		305.11000 (Cash)	Accounts Payable	\$10,626.22
				QUAD KNOFF INC	
101294	02/26/2015	Open	Cash Account	Amount	
	Paying Fund		410.11000 (Cash)	Accounts Payable	\$1,097.78
				RAMONT'S TOW SERVICE	
101295	02/26/2015	Open	Cash Account	Amount	
	Paying Fund		426.11000 (Cash)	Accounts Payable	\$472.50
				RANDIK PAPER CO	
101296	02/26/2015	Open	Cash Account	Amount	
	Paying Fund		410.11000 (Cash)	Accounts Payable	\$564.90
				ROLAND PHD.,JOCELYN E	
101297	02/26/2015	Open	Cash Account	Amount	
	Paying Fund		110.11000 (Cash)	Accounts Payable	\$1,850.00
				SAFE SOFTWARE INC	
101298	02/26/2015	Open	Cash Account	Amount	
	Paying Fund		501.11000 (Cash)	Accounts Payable	\$900.00
				SAN JOAQUIN VALLEY	
101299	02/26/2015	Open	Cash Account	Amount	
	Paying Fund		420.11000 (Cash)	Accounts Payable	\$479.00
				SECURE DELIVERY	
101300	02/26/2015	Open	Cash Account	Amount	
	Paying Fund		420.11000 (Cash)	Accounts Payable	\$122.00
				SHAPE INC	
101301	02/26/2015	Open	Cash Account	Amount	
	Paying Fund		410.11000 (Cash)	Accounts Payable	\$23,236.22
				SHELL FLEET PLUS	
101302	02/26/2015	Open	Cash Account	Amount	
	Paying Fund		110.11000 (Cash)	Accounts Payable	\$282.87
				SIERRA CHEMICAL CO	
101303	02/26/2015	Open	Cash Account	Amount	
	Paying Fund		410.11000 (Cash)	Accounts Payable	\$6,144.10
				SIERRA FOOTHILL LAB INC	
101304	02/26/2015	Open	Cash Account	Amount	
	Paying Fund		410.11000 (Cash)	Accounts Payable	\$275.00
				SOUTHWEST SCHOOL &	
101305	02/26/2015	Open	Cash Account	Amount	
	Paying Fund		270.11000 (Cash)	Accounts Payable	\$982.64
				T I D	
101306	02/26/2015	Open	Cash Account	Amount	
	Paying Fund		110.11000 (Cash)	Accounts Payable	\$960.80
			205.11000 (Cash)	Accounts Payable	\$121.44

# Payment Register

From Payment Date: 2/20/2015 - To Payment Date: 2/26/2015

101307	216 - Streets - Local Transportation	216.11000 (Cash)							\$12,240.33
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)							\$4,145.14
	420 - WATER	420.11000 (Cash)							\$17,027.85
	426 - Transit - Fixed Route	426.11000 (Cash)							\$210.98
	505 - Fleet	505.11000 (Cash)							\$1,260.44
	02/26/2015 Open	Accounts Payable	TEICHERT CONSTRUCTION INC						\$117,985.25
	Paying Fund	Cash Account						Amount	
	215 - Streets - Grant Funded Projects	215.11000 (Cash)							\$33,815.25
101308	305 - Capital Facility Fees	305.11000 (Cash)							\$84,170.00
	02/26/2015 Open	Accounts Payable	TG HYDRAULICS						\$888.48
	Paying Fund	Cash Account						Amount	
101309	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)							\$888.48
	02/26/2015 Open	Accounts Payable	TOWER ENTERPRISE						\$519.64
	Paying Fund	Cash Account						Amount	
101310	110 - General Fund	110.11000 (Cash)							\$519.64
	02/26/2015 Open	Accounts Payable	TURLOCK CHAMBER COMMERCE						\$850.00
	Paying Fund	Cash Account						Amount	
101311	110 - General Fund	110.11000 (Cash)							\$850.00
	02/26/2015 Open	Accounts Payable	TURLOCK CITY TOW INC						\$145.00
	Paying Fund	Cash Account						Amount	
101312	110 - General Fund	110.11000 (Cash)							\$145.00
	02/26/2015 Open	Accounts Payable	TURLOCK JOURNAL						\$375.00
	Paying Fund	Cash Account						Amount	
101313	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)							\$375.00
	02/26/2015 Open	Accounts Payable	UNIVAR USA INC						\$4,194.55
	Paying Fund	Cash Account						Amount	
101314	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)							\$4,194.55
	02/26/2015 Open	Accounts Payable	UTILITY TELEPHONE, INC.						\$710.01
	Paying Fund	Cash Account						Amount	
101315	110 - General Fund	110.11000 (Cash)							\$710.01
	02/26/2015 Open	Accounts Payable	VERIZON WIRELESS						\$111.94
	Paying Fund	Cash Account						Amount	
101316	110 - General Fund	110.11000 (Cash)							\$26.68
	405 - Building	405.11000 (Cash)							\$85.26
	02/26/2015 Open	Accounts Payable	VINE & SONS INC, ER						\$814.73
	Paying Fund	Cash Account						Amount	
	110 - General Fund	110.11000 (Cash)							\$289.81
	205 - Sports Facilities	205.11000 (Cash)							\$43.46
	217 - Streets - Gas Tax	217.11000 (Cash)							\$58.12
	246 - Landscape Assessment	246.11000 (Cash)							\$50.80
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)							\$124.88
	420 - WATER	420.11000 (Cash)							\$80.11
	425 - Transit - Dial-A-Ride	425.11000 (Cash)							\$146.08

# Payment Register

From Payment Date: 2/20/2015 - To Payment Date: 2/26/2015

101317	502 - Engineering	Open	502.11000 (Cash)	Accounts Payable	WALKER ASSOC INC, LARRY	\$21.47
	Paying Fund		Cash Account			\$18,180.70
101318	410 - WATER QUALITY CONTROL (WQC)	Open	410.11000 (Cash)	Accounts Payable	WEST STEEL & PLASTIC	\$25.83
	Paying Fund		Cash Account			\$12,718.59
101319	410 - WATER QUALITY CONTROL (WQC)	Open	410.11000 (Cash)	Accounts Payable	WILLEY PRINTING CO	\$10,000.00
	Paying Fund		Cash Account			\$17,494.28
101320	110 - General Fund	Open	110.11000 (Cash)	Accounts Payable	ZALREICH CHEMICAL CO INC	\$841.30
	Paying Fund		Cash Account			\$200.00
101321	410 - WATER QUALITY CONTROL (WQC)	Open	410.11000 (Cash)	Accounts Payable	AMERICAN FAMILY DENTISTRY	\$176.00
	Paying Fund		Cash Account			\$489.00
101322	413 - WQC-Capital Expansion Reserve	Open	413.11000 (Cash)	Accounts Payable	GENESIS FAMILY	\$176.00
	Paying Fund		Cash Account			\$50.00
101323	414 - Sewer Line/Trunk Construction	Open	414.11000 (Cash)	Accounts Payable	GONZALEZ, GABRIEL	\$200.00
	Paying Fund		Cash Account			\$200.00
101324	02/26/2015	Open	02/26/2015	Accounts Payable	HARCKSEN, MICHAEL	\$200.00
	Paying Fund		Cash Account			\$200.00
101325	110 - General Fund	Open	110.11000 (Cash)	Accounts Payable	MALLORY, DAVID	\$200.00
	Paying Fund		Cash Account			
101326	110 - General Fund	Open	110.11000 (Cash)	Accounts Payable		
	Paying Fund		Cash Account			
101327	110 - General Fund	Open	110.11000 (Cash)	Accounts Payable		
	Paying Fund		Cash Account			
101328	420 - WATER	Open	420.11000 (Cash)	Accounts Payable		
	Paying Fund		Cash Account			
101329	02/26/2015	Open	02/26/2015	Accounts Payable		
	Paying Fund		Cash Account			

# Payment Register

From Payment Date: 2/20/2015 - To Payment Date: 2/26/2015

101330	110 - General Fund	02/26/2015	Open	Accounts Payable	PICCIANO, ERIC	\$200.00	\$273.08
101331	405 - Building	02/26/2015	Open	Accounts Payable	VOLVO CONSTRUCTION EQUIPMENT RENTS INC	\$273.08	\$77.00
							<b>\$763,640.43</b>

Type Check Totals:

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	111	\$763,640.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>111</b>	<b>\$763,640.43</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	111	\$763,640.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>111</b>	<b>\$763,640.43</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	111	\$763,640.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>111</b>	<b>\$763,640.43</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	111	\$763,640.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>111</b>	<b>\$763,640.43</b>	<b>\$0.00</b>

MARCH 3, 2015  
6:00 p.m.  
City of Turlock Yosemite Room  
156 S. Broadway, Turlock, California

DRAFT

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

2. **PUBLIC PARTICIPATION:**

Vernon Price spoke regarding homelessness including that shelters will be closing on April 15, 2015, the homeless will have no other place to go, and that the homeless have a right to police services.

John Miles requested information about why the shelters are closing. City Manager Roy Wasden provided information that current shelters are not year-round shelters and only operate as emergency shelters.

3. **PUBLIC SAFETY DISCUSSION** – City Council will receive an update on the past, present and future of Police and Fire Services in Turlock. The update is informational and will include a discussion about future service directions and any other matters that may fall within the jurisdiction of Police and Fire Services.

Fire Chief Tim Lohman presented information about the Turlock Fire Department including their Mission/Vision Statements, a historical review of the department, services they provide to the community, development of Emergency Medical Services (EMS), growth of the department, station locations, response times and related issues, staffing and associated statistics, and ISO National Rating/Ranking information.

Vernon Price spoke regarding calls he has witnessed and thanked the fire department for providing excellent response times.

Chief Lohman provided information about current challenges including call volume increases, securing additional training/funding for special operations, future considerations related to increased staffing, Affordable Care Act opportunities, providing Advanced Life Support services and related reimbursement opportunities, Station 5 location, dispatch services, and developing partnerships with agencies such as the Red Cross and the Office of Emergency Services.

Council and staff discussion included fire extrication equipment, fire department radios/batteries, radio systems, new home construction requirements, fire department staffing, necessary equipment, and challenges related to Engine 32.

Milt Trieweiler spoke regarding sprinkler systems and inquired about associated requirements and benefits.

John Miles spoke regarding funding and inquired as to the percentage of General Fund monies allocated for public safety.

Vernon Price spoke regarding staging and response times.

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Miscellaneous discussion included the benefits of having a fully staffed truck company, and the need and importance of quality training grounds for Turlock firefighters.

Fire Chief Lohman spoke regarding Neighborhood Services including services they provide, department statistics, upcoming events, and the newly created RESTORE (Reestablishing Everyone's Safety through Oversight and Responsible Efforts) Committee.

Robert Allen spoke regarding the billing process for the required clean-up of nuisance properties and evictions after the clean-up has occurred.

Council and staff discussion included processes involved in restoring nuisance properties and successes of the RESTORE program.

Vernon Price spoke regarding homeless issues, including becoming part of the solution to the problem and volunteerism.

*Mayor Soiseth recessed the meeting at 7:40 p.m.*

*Mayor Soiseth reconvened the meeting at 7:49 p.m.*

Police Chief Robert Jackson presented information about Turlock Police Department their Mission Statement, 2006-2014 historical information, department growth between 2006-2009, impacts of staffing reductions/vacancies/budget limitations, and present staffing levels of sworn and non-sworn personnel.

Council and staff discussion included savings related to previous staffing cuts, staffing issues related to officers being off due to short-term and long-term injuries, and recruitment hardships.

Chief Jackson spoke regarding external influences of the passage of AB 109 (State Prison Realignment) and Proposition 47 (Safe Schools Act).

Chief Jackson also spoke about the future of police services regarding staffing and a related 3-phase approach that includes staffing and non-staffing costs for each phase. He listed non-staffing requests as Canine Unit, Street Crime Unit, victim rescue vehicle, personal video recording systems (body cameras), license plate readers, and associated equipment for the additional staffing requested. He also provided information about critical infrastructure needs including replacement of the current radio system and a computer aided dispatch/records management system upgrade or replacement.

Additional Council and staff discussion included a potential regional approach for Animal Control facilities, potential use of MRAP and armored rescue vehicles, automated license plate readers, current police department investments related to weapons and vehicles, and proactive community policing.

Mayor Soiseth asked for public participation.

John Miles spoke regarding potential use of military armored rescue vehicles.

Russell Holeman spoke regarding the opportunity to provide input into the 3-phased approach presented by Chief Jackson, the importance of filling positions, and the ability to attract quality applicants.

Miscellaneous discussion included attempts to recruit women, the need for additional staffing to lower response times, and safety concerns related to burglaries.

Mayor Soiseth closed public participation.

Additional Council discussion included concerns over gangs/criminals and the need for additional firepower, budget constraints in relation to staffing, and employing marketing tactics to increase attraction of quality employees.

**4. ADJOURNMENT:**

Mayor Soiseth adjourned the meeting 9:00 p.m.

RESPECTFULLY SUBMITTED

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Kellie E. Weaver  
City Clerk

- 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:**

- A. Mayor Soiseth presented a Proclamation to Staff Services Technician Toni Cordell in recognition of Go Green Week, March 16-20, 2015. Ms. Cordell presented information on the City of Turlock’s Environmental Education Campaign including an overview of the program, accomplishments, and program partners including the Parks, Arts & Public Facilities Department, BLAST, and Turlock Scavenger and Recycling. She also thanked mascot “Recycle Man” for making an appearance.

- B. Mayor Soiseth recommended that Anokeen Varani, Abe Rojas, Jennifer Carter, Gerardo Rodriguez Jr., and Esther Castro be appointed as Community Member Representatives to the CDBG Grant Selection Committee.

**Action:** Motion by Councilmember Bublak, seconded by Councilmember DeHart, appointing Anokeen Varani, Abe Rojas, Jennifer Carter, Gerardo Rodriguez Jr., and Esther Castro as Community Member Representatives to the CDBG Grant Selection Committee. Motion carried 5/0 by the following vote:

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

- C. Mayor Soiseth recommended that Councilmembers Bublak and Jacob be appointed as Council Representatives to the CDBG Grant Selection Committee.

**Action:** Motion by Councilmember DeHart, seconded by Councilmember Nascimento, appointing Councilmembers Bublak and Jacob as Council Representatives to the CDBG Grant Selection Committee. Motion carried 5/0 by the following vote:

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

- D. Mayor Soiseth presented a Proclamation to Coach Gabriel Bolton recognizing Coach Bolton, Assistant Coaches Jessica Schob, Dave DeHart, Emmett Bennett, and Matt Frazee, and the California State University Stanislaus Warriors Women’s Soccer Team for winning the 2014 NCAA West Region Championship. Coach Bolton thanked the Council, community, and his wife for their support. Mayor Soiseth requested a group photo of the coaches, players, Council, City staff, and Congressman Jeff Denham.

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3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

1. Development Services Director Mike Pitcock provided an update on Capital Projects and Building Activity including the Diane Drive Realignment project, Fosberg and Christoffersen Traffic Signal project, contract traffic counters project, and building permit activity for February showing an increase.

*Mayor Soiseth asked that the Public Participation portion of the meeting be handled at this time.*

C. PUBLIC PARTICIPATION

Congressman Jeff Denham welcomed new Councilmembers and spoke regarding activities he is involved with in Washington, D.C., including the recently passed Passenger Rail Bill that will help the ACE Train move further into the Valley, new Transportation Bill that will address major needs related to bridges, overpasses and highway expansion, his work on the Resources Committee with an emphasis on a getting a water solution, and efforts to lift caps on the number of visas that can be obtained by those suffering persecution in the Middle East. Congressman Denham also answered questions about his work in relation to Bakken crude oil and related transportation concerns.

Vernon Price spoke regarding SB608 "Right to Rest Act" and thanked the City Attorney for staying up on things in Turlock.

Milt Trieweiler spoke regarding the drought situation, planning for the future, and climate change.

Manuel Drumonde and Major Strum spoke regarding the history and purpose of Turlock Together and the services they provide, including collection of toys for needy children, food boxes, and activities. Major Strum provided statistical information from this year's activities, including that Turlock Together helped 1,800 families, 1,100 people in community received food boxes, 2,400 children were provided with Christmas presents, and Christmas dinner was served to 800 people.

Brady Anderson of Solar City spoke regarding TID solar rate and net energy metering (NEM) changes and requested Council's support in asking TID to reconsider the changes.

*Mayor Soiseth returned to the Staff Update portion of the meeting.*

**Staff Updates continued:**

2. Fire Chief Tim Lohman provided information on Bakken Crude Oil Transportation including increases in Bakken Shale oil being imported into California, dramatic increases in the number of rail accidents in recent years, uses of the oil, and California recommendations to improve emergency prevention, preparedness and programs.

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- 3. Assistant to the City Manager for Economic Development/Housing Program Services Manager Maryn Pitt provided information on economic development in Turlock including a general overview of sales tax growth, a Quarterly Business Activity Performance Analysis, 3<sup>rd</sup> Quarter 2014 Sales Tax Capture & Gap Analysis information, and a list of the top 25 sales tax & use generators.

Mayor Soiseth reopened Public Participation.

**C. PUBLIC PARTICIPATION**

Mayor Soiseth noted two noise complaints received from Ken DeMartini of 1251 N. Mitchell Avenue, Turlock, California, and Larry Murray of 630 Stevenot Court, Turlock, California.

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

**5. CONSENT CALENDAR:**

**Action:** Motion by Councilmember DeHart, seconded by Councilmember Nascimento, 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. 2015-040** 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 No. 2015-041** 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 No. 2015-042** 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 No. 2015-043** 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

8. **SCHEDULED MATTERS:**

- A. Development Services Director Mike Pitcock presented the staff report on the 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.

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

**Action:** Motion by Councilmember DeHart, seconded by Councilmember Bublak, 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 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 Bublak, 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 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 Bublak, 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." 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. 2015-044** 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, was introduced by Councilmember Nascimento, seconded by Councilmember Bublak, 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 Mike Pitcock presented the staff report on the 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.

Council and staff discussion included concerns over potential safety concerns and impacts of bicyclists using Crowell Road in relation to the project.

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

**Action:** Motion by Councilmember DeHart, seconded by Councilmember Bublak, 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 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 Jacob, 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." Motion carried 5/0 by the following vote:

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

- C. Fire Chief Tim Lohman presented the staff report on the 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.

Council and staff discussion included future plans for staffing should grant funding not be awarded and staffing concerns related to coverage of the city in the event of a major fire incident.

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

**Action:** **Resolution No. 2015-045** 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 was introduced by Councilmember Bublak, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

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

- D. Assistant to the City Manager for Economic Development/Housing Program Services Manager Maryn Pitt presented the staff report on the request to appoint an existing City of Turlock Committee from either the Parks, Arts & Recreation Commission or CDBG Grants Committee, to administer the 2015 Community Grants Program formerly administered by the Convention and Visitors Bureau.

City Manager Roy Wasden made Council aware of at least two grant requests that were time sensitive and needed swift consideration. CSUS Associate Athletic Director Kim Duyst provided information about grant funding requests for the CSUS Softball Tournament of Champions and the CSUS Soccer Tournament of Champions.

Council and staff discussion included the urgency request, possible solution of the urgent grant requests through an emergency provision in the Brown Act, the CVB's authority to continue processing community grant applications during the 90 day transition period, options for handling the various grant funding requests including handling the urgent grant requests at special City Council meeting, Council oversight in final approval and associated duplication of efforts/time concerns.

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

Councilmember Bublak introduced an "Option 3" motion, appointing the Parks, Arts & Recreation Commission to administer the 2015 Community Grants Program formerly administered by the Convention and Visitors Bureau, with the exception of a few that will be heard before that. Motion died for lack of a second.

Councilmember Bublak introduced a restated motion, Appointing the Parks, Arts & Recreation Commission to administer the 2015 Community Grants Program formerly administered by the Convention and Visitors Bureau, excluding a certain urgent requests that will come forward at the March 17, 2015 special meeting of the Turlock City Council. Councilmember DeHart seconded the motion.

Councilmember Jacob introduced an amendment to the motion, adding the language, "with final approval by City Council." Councilmember Bublak seconded/accepted the amendment.

**Action:** Motion by Councilmember Jacob, seconded by Councilmember Bublak, adding the language, "with final approval by City Council" to amend the motion on the floor, Appointing the Parks, Arts & Recreation Commission to administer the 2015 Community Grants Program formerly administered by the Convention and Visitors Bureau, excluding certain urgent requests that will come forward at the March 17, 2015 special meeting of the Turlock City Council. Motion carried 4/1 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	No	Yes	Yes	Yes

Motion by Councilmember Bublak, seconded by Councilmember DeHart, Appointing the Parks, Arts & Recreation Commission to administer the 2015 Community Grants Program formerly administered by the Convention and Visitors Bureau, excluding certain urgent requests that will come forward at the March 17, 2015 special meeting of the Turlock City Council, with final approval by the City Council. Motion carried 5/0 by the following vote:

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

- E. Development Services Director Mike Pitcock presented the staff report on the 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.

Council and staff discussion included the importance of providing good customer service, how the position would function, potential plans for a "Permit Tech" mid-level position, and funding sources for the requested position.

Mayor Soiseth asked for public comment.

Milt Trieweiler spoke in favor of the item.

Mayor Soiseth closed public comment.

**Action:**           **Resolution No. 2015-046** 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 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

**9. COUNCIL ITEMS FOR FUTURE CONSIDERATION**

Councilmember Nascimento asked for consideration that an ad hoc committee be established to discuss the needs of Public Safety. He requested two Councilmembers be appointed to the ad hoc committee to meet with the Police Chief, Fire Chief, and representatives from employee groups to discuss issues and ways that Council can help them meet their objectives.

Councilmember Bublak asked for consideration that the community grant requests deemed to be under urgent time constraints as directed in Item 8D be agendized for a Special Meeting on March 17, 2015.

**10. COUNCIL COMMENTS:** None

**11. CLOSED SESSION:**

City Attorney Phaedra Norton indicated the Closed Session item would not be heard.

- 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

**Action:** None. Item was not heard.

**12. ADJOURNMENT:**

Motion by Councilmember Nascimento, seconded by Councilmember Jackson, to adjourn at 7:49 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

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Kellie E. Weaver  
City Clerk



# Council Synopsis

5c

March 24, 2015

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

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

Agendized by: Roy W. Wasden, City Manager

## 1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 13-61, "Drew Ave. Improvements - Pedras Rd. to W. Tuolumne Rd." is exempt from the provisions of CEQA in Section 15301 of the California Environmental Quality Act (CEQA)

Motion: Awarding bid and approving an agreement in the amount of \$299,680 (Fund 410) with Rolfe Construction, Atwater, California for City Project No. 13-61, "Drew Ave. Improvements - Pedras Rd. to W. Tuolumne Rd."

Resolution: Appropriating \$368,000 to account number 410-51-534.51270 "Construction Project" to be funded via a transfer of \$109,000 from account number 410-51-534.51300 "Construction Repairs/Improvements" and an appropriation of \$259,000 from Fund 410/534 "Capital Repair/Replacement" reserve balance for City Project No. 13-61, "Drew Ave. Improvements - Pedras Rd. to W. Tuolumne Rd."

## 2. DISCUSSION OF ISSUE:

On February 17, 2015, four (4) bids were received for City Project No. 13-61, "Drew Ave. Improvements - Pedras Rd. to W. Tuolumne Rd." Rolfe Construction of Atwater, California, was the lowest responsible bidder with a bid in the amount of \$299,680.

Bid Summary:

COMPANY NAME	BID AMOUNT
Rolfe Construction	\$299,680
Roger Cook General Contractor	\$330,169
George Reed, Inc.	\$383,779
Ross F. Carroll, Inc.	\$411,755

This project includes the replacement of a failing section of sewer main pipe, removal of intersection cross drain facilities that had constant standing water,

installation of storm drainage improvements, removal and replacement of frontage improvements, grading changes to intersections along Drew Ave. and the replacement of surface improvements.

**3. BASIS FOR RECOMMENDATION:**

A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.

B) This project will resolve safety concerns related to existing sewer, storm drainage, and roadway surface hazards

**Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE**

**Goal(s):** b Address growth related issues (current and future)  
iii. Wastewater  
vi. Storm water management

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

**Fiscal Impact:**

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
\$368,000	\$299,680	\$29,968	\$25,181	\$13,171

This project was not anticipated when the 2014-15 budget was prepared. Therefore Staff is requesting the appropriation of \$368,000 to expenditure account number 410-51-534.51270 "Construction Project" to be funded via a transfer of \$109,000 from account number 410-51-534.51300 "Construction Repair / Improvements," and the appropriation of \$259,000 from unappropriated reserves in Fund 410/534 WQC Capital Repair/ Replacement.

No General Fund money will be used for this project.

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

This project consists of rehabilitation to an existing sewer pipe line, the installation of storm drainage improvements and roadway resurfacing that does not involve expansion of use beyond that which currently exists. In accordance with Section 15301 (b, c and d) of the California Environmental Quality Act

(CEQA), this project has been determined to not have an effect on the environment and is categorical exempt from the provisions in CEQA.

**7. ALTERNATIVES:**

- A. Reject all bids submitted for this project. Staff does not recommend this alternative because funding is available to make the necessary proposed repairs and improvements.

City Project No. 13-61  
Drew Ave. Improvements - Pedras Rd. to W. Tuolumne Rd.



# CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Drew Ave. Improvements  
PROJECT NUMBER: 13-61  
BID OPENING: February 17, 2015  
11:00 A.M

ANTICIPATED COUNCIL AWARD DATE: March 10, 2015

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.			1 Rolfe Construction			2 Roger Cook General Cont.			3 George Reed, Inc.			4 Ross F. Carroll, Inc.		
				Unit Price	Total	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	Mobilization	LS	1	\$20,000.00	\$20,000.00	\$5,000.00	\$28,000.00	\$28,000.00	\$35,000.00	\$35,000.00	\$16,700.00	\$16,700.00						
2	Traffic Control	LS	1	\$3,000.00	\$3,000.00	\$3,000.00	\$4,200.00	\$4,200.00	\$5,000.00	\$5,000.00	\$7,600.00	\$7,600.00						
3	Sheeting and Shoring	LS	1	\$0.00	\$0.00	\$3,000.00	\$10,500.00	\$10,500.00	\$8,000.00	\$8,000.00	\$9,200.00	\$9,200.00						
4	Remove Existing Improvements	LS	1	\$34,642.00	\$34,642.00	\$8,000.00	\$12,000.00	\$12,000.00	\$2,500.00	\$2,500.00	\$32,000.00	\$32,000.00						
5	Clearing and Grubbing	LS	1	\$2,500.00	\$2,500.00	\$8,000.00	\$5,300.00	\$5,300.00	\$29,000.00	\$29,000.00	\$2,050.00	\$2,050.00						
6	Earthwork	LS	1	\$70.00	\$70.00	\$4,000.00	\$5,000.00	\$5,000.00	\$29,000.00	\$29,000.00	\$12,200.00	\$12,200.00						
7	Hot Mix Asphalt (PG. 70-10)	TON	397	\$70.00	\$27,790.00	\$115.00	\$45,655.00	\$127.00	\$50,419.00	\$88.00	\$34,936.00	\$140.00	\$55,580.00					
8	Aggregate Base (Class 2 AB)	CY	260	\$60.00	\$15,600.00	\$40.00	\$10,400.00	\$45.00	\$11,700.00	\$50.00	\$13,000.00	\$75.00	\$19,500.00					
9	Minor Concrete (Curb and Gutter)	LF	405	\$30.00	\$12,150.00	\$35.00	\$14,175.00	\$38.00	\$15,390.00	\$29.00	\$11,745.00	\$30.00	\$12,150.00					
10	Minor Concrete (Sidewalk)	SF	1,485	\$5.00	\$7,425.00	\$14.00	\$20,790.00	\$12.00	\$17,820.00	\$5.00	\$7,425.00	\$7.50	\$11,137.50					
11	Access Ramp (Labor Only)	EA	6	\$1,000.00	\$6,000.00	\$3,800.00	\$22,800.00	\$600.00	\$3,600.00	\$500.00	\$3,000.00	\$750.00	\$4,500.00					
12	Adjust Frames and Covers to Grade	EA	10	\$500.00	\$5,000.00	\$2,000.00	\$2,000.00	\$520.00	\$520.00	\$500.00	\$500.00	\$825.00	\$825.00					
13	18" PVC SDR 26 Sewer Pipe	LF	294	\$60.00	\$17,640.00	\$50.00	\$14,700.00	\$48.00	\$14,112.00	\$74.00	\$21,756.00	\$83.00	\$24,402.00					
14	Connect Existing 48" Sewer Manhole	EA	2	\$1,770.00	\$3,540.00	\$2,000.00	\$4,000.00	\$2,850.00	\$5,700.00	\$1,500.00	\$3,000.00	\$1,725.00	\$3,450.00					
15	12" Ductile Iron Casing Pipe	LF	20	\$120.00	\$2,400.00	\$60.00	\$1,200.00	\$80.00	\$1,600.00	\$100.00	\$2,000.00	\$115.00	\$2,300.00					
16	18" Storm Pipe	LF	1,161	\$68.00	\$78,948.00	\$60.00	\$69,660.00	\$28.00	\$32,508.00	\$97.00	\$112,617.00	\$110.00	\$127,710.00					
17	48" Storm Manhole (Details S-3)	EA	8	\$3,000.00	\$24,000.00	\$3,000.00	\$24,000.00	\$5,850.00	\$46,800.00	\$2,700.00	\$21,600.00	\$3,100.00	\$24,800.00					
18	60" Storm Separation Manhole	EA	2	\$5,000.00	\$10,000.00	\$4,200.00	\$8,400.00	\$6,320.00	\$12,640.00	\$8,000.00	\$16,000.00	\$9,200.00	\$18,400.00					
19	Connect Existing 60" Storm Manhole	EA	1	\$1,171.00	\$1,171.00	\$1,000.00	\$1,000.00	\$3,100.00	\$3,100.00	\$1,100.00	\$1,100.00	\$1,275.00	\$1,275.00					
20	Catch Basin (Detail SD-3)	EA	3	\$2,500.00	\$7,500.00	\$3,000.00	\$9,000.00	\$3,470.00	\$10,410.00	\$2,200.00	\$6,600.00	\$2,500.00	\$7,500.00					
21	Connect Existing Catch Basin	EA	3	\$1,000.00	\$3,000.00	\$1,200.00	\$3,600.00	\$700.00	\$2,100.00	\$550.00	\$1,650.00	\$650.00	\$1,950.00					
22	Monument Wells	EA	9	\$520.00	\$4,680.00	\$500.00	\$4,500.00	\$1,500.00	\$13,500.00	\$450.00	\$4,050.00	\$500.00	\$4,500.00					
23	Landscaping	LS	1	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$4,370.00	\$4,370.00	\$1,000.00	\$1,000.00	\$1,350.00	\$1,350.00					
24	Irrigation	LS	1	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$1,350.00	\$1,350.00					
25	Thermoplastic Striping, Markings and Pave	LS	1	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$2,950.00	\$2,950.00	\$1,300.00	\$1,300.00	\$900.00	\$900.00					
26	Storm Water Pollution Prevention	LS	1	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$4,800.00	\$4,800.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00					
Total =				\$312,856.00	\$312,856.00	\$299,680.00	\$330,169.00	\$330,169.00	\$383,779.00	\$383,779.00	\$411,754.50	\$411,754.50						

# AGREEMENT

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## FOR PUBLIC IMPROVEMENT

Project No. 13-61

**Drew Ave. Improvements  
Pedras Rd. to W. Tuolumne Rd.**

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

Rolfe Construction Inc  
3573 Southern Pacific Avenue  
Atwater, CA 95301

hereinafter called "Contractor" on this 24<sup>th</sup> 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 24, 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: mobilization, traffic control, demolition, excavation, shoring, dewatering, trenching, pipe placement, manholes, catch basins, minor concrete, paving, 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. 13-61, "Drew Ave. Improvements Pedras Rd. to W. Tuolumne Rd."**

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 **Two Hundred Ninety Nine Thousand Six Hundred Eighty and NO/100ths Dollars (\$299,680.00)**. 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 **Sixty (60)** working days beginning on the first day of

work or no later than the tenth day after the "Notice to Proceed" has been issued.

**7. RIGHTS OF CITY TO INCREASE WORKING DAYS:**

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

**8. OPTION OF CITY TO TERMINATE AGREEMENT IN EVENT OF FAILURE TO COMPLETE WORK:**

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

**9. LIQUIDATED DAMAGES:**

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **One Thousand Nine Hundred and no/100ths Dollars (\$1900.00)** 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: 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.

**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:

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

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**31. INTERPRETATION:**

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

**32. ANTITRUST CLAIMS:**

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

**33. USE OF CITY PROJECT NUMBER:**

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

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

(Attach Contractor's Seal Here)

**CONTRACTOR**

\_\_\_\_\_

Print Name

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Tax ID or

Social Security Number: \_\_\_\_\_

**CITY OF TURLOCK, a municipal corporation**

\_\_\_\_\_

Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

\_\_\_\_\_

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

APPROVED AS TO FORM:

\_\_\_\_\_

Phaedra A. Norton, City Attorney

ATTEST:

\_\_\_\_\_

Kellie E. Weaver, City Clerk

**BOND FOR FAITHFUL PERFORMANCE**

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**KNOW ALL BY THESE PRESENTS:**

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "**Agreement for City Project No. 13-61, "Drew Ave. Improvements Pedras Rd. to W. Tuolumne Rd.,"**" 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**

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**KNOW ALL BY THESE PRESENTS:**

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "**Agreement for City Project No. 13-61, "Drew Ave. Improvements Pedras Rd. to W. Tuolumne Rd.,"**" 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** \_\_\_\_\_

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(Surety)

**By: X** \_\_\_\_\_

**By: X** \_\_\_\_\_

Address: \_\_\_\_\_

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(Zip)

Phone: \_\_\_\_\_

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

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }  
\$368,000 TO ACCOUNT NUMBER }  
410-51-534.51270 "CONSTRUCTION PROJECT" }  
TO BE FUNDED VIA A TRANSFER OF \$109,000 }  
FROM ACCOUNT NUMBER 410-51-534.51300 }  
"CONSTRUCTION REPAIRS/IMPROVEMENTS" }  
AND AN APPROPRIATION OF \$259,000 FROM }  
FUND 410/534 "CAPITAL REPAIR/ }  
REPLACEMENT" RESERVE BALANCE FOR }  
CITY PROJECT NO. 13-61, "DREW AVE. }  
IMPROVEMENTS – PEDRAS RD. TO W. }  
TUOLUMNE RD." }

RESOLUTION NO. 2015-

**WHEREAS**, 294 feet of sewer main in Drew Ave. requires replacement; and

**WHEREAS**, the storm drainage facilities along Drew Ave. are insufficient causing standing water in the cross gutter and have contributed to the deterioration of street improvements along Drew Ave.; and

**WHEREAS**, the City wishes to make repairs to the sewer main, improvements to the storm drainage facilities and repair of street improvements along Drew Ave.; and

**WHEREAS**, the current budget does not contain funds for the necessary repairs and improvements.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby appropriate \$368,000 to account number 410-51-534.51270 "Construction Project" to be funded via the transfer of \$109,000 from account number 410-51-534.51300 "Construction Repair/Improvements and the appropriation of \$259,000 from Fund 410/534 "Capital Repair/ Replacement" reserve for Project No. 13-61, "Drew Ave. Improvements-Pedras Rd. to W. Tuolumne Rd."

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 24<sup>th</sup> 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

50

March 24, 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 improvements for City Project No. 15-30, "Emergency Repair on Golf Road," and authorizing the City Engineer to file a Notice of Completion

### 2. DISCUSSION OF ISSUE:

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 March 10, 2015 Council reaffirmed the emergency declaration as declared by the City Manager on February 25, 2015. In accordance with Resolution 2010-028 the City Council determined, by 4/5ths vote, there is a need to continue the emergency action.

The emergency work has been completed and the road is open to traffic. All items of work have been completed in a manner that is acceptable to the City Engineer.

### 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) 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)
  - v. Impact on current transportation system

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

**Fiscal Impact:**

There is not any additional impact to the already appropriated budget.

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 March 10, 2015, and therefore no determination is needed

**7. ALTERNATIVES:**

- A. 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.

**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. 15-30  
EMERGENCY REPAIR OF GOLF ROAD**

Notice is hereby given that work on the above-referenced project located on City right-of-way on Golf Road just north of the SR-99 overcrossing, was completed by the undersigned agency on March 24, 2015. The contractor of work is Ross F. Carroll, Inc., P O Box 1308, Oakdale, CA 95361, 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 25, 2015 at Turlock, California, Stanislaus County



## Council Synopsis

March 24, 2015

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

Prepared by: Roger K. Fall  
Development Services / Engineering Division

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Appointing the Disadvantaged Business Enterprise (DBE) Liaison Officer and setting the Disadvantaged Business Enterprise Goal for Fiscal Years 2014/15 through 2016/17

### 2. DISCUSSION OF ISSUE:

Background:

Effective 2010, the Department of Transportation (DOT) Disadvantaged Business Enterprise (DBE) program rules were amended to change how often recipients are required to make goal submissions documenting the methodology and process used to establish the annual overall goal to be implemented each fiscal year. Under the new rules, DBE goal submissions will be made at three-year intervals. All recipients will no longer submit for approval of their annual DBE goal methodology and process on September 1 of each year.

City staff anticipates submitting for the federal fiscal years 2014/15 to 2016/17 at an Annual Anticipated DBE Participation Level (AADPL) of 4.23 %.

Discussion:

The budgeting and statistical breakdown used to derive this dollar amount can be found in Attachment A of this report. This goal does not include Federal Transit Administration (FTA) funds to be used for the purchase of transit vehicles. Approved FTA funding to date for FY 2014/15 – 2016/17 will be provided by 49 CFR § 5307, 49 CFR § 5309, 49 CFR § 5310, 49 CFR § 5311, 49 CFR § 5316, and 49 CFR § 5317 in the amount of \$1,288,800 in FTA funding.

Three project contracts with federal funding have been identified to have subcontracting opportunities.

Staff is recommending that the City Council appoint the Director of Development Services\City Engineer as the DBE Liaison Officer, since a close relationship is necessary between the project engineers and the DBE Liaison Officer to ensure proper compliance to federal DBE regulations.

**METHOD:**

The amount of the adjusted Annual Anticipated DBE Participation Level (AADPL) and methodology are presented herein, in accordance with Title 49 of the code of Federal Regulations, Part 26.

Turlock staff has established an adjusted DBE goal base figure of AADPL of 4.23% for FYs 2014/15 – 2016/17, beginning on October 1, 2014 and ending on September 30, 2017.

1. Staff determined applicability for the annual DBE goal and that the City of Turlock will award amounts over \$250,000 in FTA funds in FYs 2014/15 – 2016/17.
2. Staff determined the list of projects that are federally funded and their dollar amounts. NAICS Codes (North American Industry Classification System) and/or Licenses were determined for each project including those projects without subcontracting opportunities.
3. Staff developed a base figure for the relative availability of DBEs by using the Caltrans Certified DBE database ([www.dot.ca.gov](http://www.dot.ca.gov)) to determine the total number of ready DBE firms in Calaveras, Stanislaus, San Joaquin, Tuolumne, Sacramento, Madera, Fresno and Merced Counties divided by the total number of all firms from the County Census ([www.factfinder.census.gov](http://www.factfinder.census.gov)) for the types of contract anticipated to be awarded.
4. Staff used weighting to develop a base figure:  
The percentage of total contract funding in the NAICA Work Category was used as a weighted amount.

**3. BASIS FOR RECOMMENDATION:**

- A. The Federal Transit Administration requires a resolution appointing the Disadvantage Business Enterprise (DBE) Liaison Officer and setting the Disadvantaged Business Goal for Federal Fiscal Years 2014/15-2016/17.
- B. The adoption of the resolution will facilitate the delivery of FTA projects and ensure that a proper DBE goal has been adopted.

**Strategic Plan Initiative:**

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

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

**Fiscal Impact:** None

**Budget Amendment:** None

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. Not approving the resolution would make the City non-eligible to receive Federal Transit Administration (FTA) funding for a number of federal programs. The loss to the City could be over a million dollars in federal funds. An alternative to passing this resolution could be to establish a different resolution adopting a different DBE percentage other than 4.23% or to appoint a different DBE Liaison Officer other than the Director of Development Services/City Engineer. Staff does not recommend this alternative due to the fact a close relationship is necessary between the project engineers and the DBE Liaison Officer to ensure proper compliance to federal DBE regulations.

**City of Turlock - Turlock Transit System**

**DBE Program Goal Setting For Federal Transit Administration (FTA) Assisted Contracts**

**Analysis and Methodology for Fiscal Year 2014 to Fiscal Year 2017**

**1. DOT-Assisted Contracting Program for (FTA) FFY 2014-17**

The City of Turlock anticipates five federally funded projects being allocated through the FTA during the 2014-17 federal fiscal years. Table A below shows the projects, their funding source and the federal funds available for each project.

**Table A (FTA Planned Projects)**

<b>Project</b>	<b>Total Estimated Cost</b>	<b>Estimated Federal Funds Available</b>	<b>Federal Funding Source</b>
Transit Transfer Construction	\$720,000	\$576,000	5307 FTA Transit Funds
Facility Support Equipment	\$720,000	\$576,000	5307 FTA Transit Funds
A&E Consultant Services	\$171,000	\$136,800	5307 FTA Transit Funds
<b>Total:</b>	<b>\$1,611,000</b>	<b>\$1,288,800</b>	

In order to arrive at the final determination of the appropriate Annual Anticipated (FTA) DBE Participation Level (AADPL), the work items of the projects shown above must be analyzed and proportioned to see what trades will have opportunities to perform services.

The Preliminary Engineering and Construction Engineering portions of most of the projects will be completed with City Staff.

The Transit Transfer Center project structure is the construction of an off street shaded transit bus transfer facility for the City's fixed route bus system. The transfer facility will consist of a concrete bus parking area bus shelters, benches sidewalks and landscaping areas. The PS&E will be completed by the City of Turlock Engineering Department with help from an outside firm for architectural and structure design.

All other projects are self-explanatory with the bus washer project being designed by an outside architectural and structure design firm.

The table in Attachment No FTA-1 shows the projects broken into bid item groups and the relative total cost of each type of work that would be typical for this kind of construction. This table further determines the percentage that each bid item group represents of the combined projects.

## **Goal Setting Methodology OVERALL GOAL**

### **Base Line**

In accordance with 49 Code of Federal Regulations (CFR) part 26.45 the following goal was established. The process used to determine this goal as stated in 49 CFR 26 is as follows:

#### **Step One: Base Line**

To establish the City of Turlock's Base Figure of the relative availability of DBE firms in relation to all comparable firms available for Turlock FFY 2014-17 FTA funded program, Turlock has elected to use the California Unified Certification Program (CUCP) of certified firms within our market area for calculating the numerator and the Census Bureau's Business Pattern Database (CBP) that perform work within the same North American industry Classification System (NAICS) Codes within the same geographical market area to calculate the denominator. Turlock will use the California Department of Transportation District 10 boundary as its market area. The percentage of total contract funding in the NAICA Work Category was used as a weighted amount.

The California Unified Certification Program (CUCP) was queried for the NAICS codes indicated in Attachment FTA-1 and the results account for all Disadvantaged Business Enterprise (DBE) in the geographic market area. The Census Bureau's County Business Pattern information is located on the Census Bureau's web site at [www.census.gov/epcd](http://www.census.gov/epcd). Located at the top of Attachment No FTA-1 is the number of businesses for each of the ten (10) surrounding counties that serve as the City of Turlock's market area.

#### **Step Two: Weighting the Base Figure**

Upon establishing the Base Figure, the City of Turlock reviewed and assessed other known relevant evidence to determine what adjustments, if any, were needed to narrowly tailor the Base Figure to the City's market area, in accordance with the prescribed narrow tailoring provisions set forth under 49 CFR Part 26 DBE Goal Adjustment provisions.

Evidence considered in making an adjustment to the Base Figure included the City of Turlock Past DBE Goal Attainments on Similar Type Projects, Bidders List, Disparity Studies, and other Cities DBE Goals from previous years and attainments within the City of Turlock area. A summary of these considerations follows:

##### **A. Demonstrated Capacity of DBEs Measured by Actual Attainment**

In FY 2010/11 the City of Turlock awarded the construction contract for the transit agency's BusTransfer-Hub Center project. As a result of ARRA program funds, the successful contractor performing the construction was able to sub-contract with area builders. This construction work included several builders, heavy equipment operators, Excavation Masonry Irrigation, Water line installation, and electrical contractors. At project completion, the final construction cost of this ARRA work effort resulted in a 3.35% DBE participation. Also in FY 2012/13, Turlock completed FTA 5307 funded consultant agreement for \$60,548 with a 100% DBE participation.

## **B. City of Turlock Bidders List**

While a Bidders List would serve as quantifiable evidence of DBEs demonstrated interest and capacity, the City of Turlock does not have sufficient data to date to merit consideration for an adjustment. However, the City of Turlock will continue to capture such information from all bidders at the time of bid/proposal submission and will utilize such information in future goal-setting analysis.

## **Overall Resultant Goal Adjustment**

The Base Figure reflects the absence of certified DBEs in the trades in our market area. Considering all information available specific to Turlock's projects, **the City of Turlock concludes the DBE Goal 4.23% for FTA funded projects, and shall provide this goal on all contracts or agreements with other consultants/contractors for its AADPL for federal fiscal years 2014-17.**

**FTA  
Calculation Sheet**

	Commercial Constr		Steel&Concrete		Electrical		Plumbing HVAC		Site Prep		Architectural		Interior Design		Security Systems	
	236220	238120	238210	238220	238910	541310	541410	561621								
<b>(A)</b> Total Establishments Located in Market Area (from CBP table)	177	15	256	401	131	27	10	28								
ALL DBE FEMALE firms working in Market Area (from CUJCP database)	33	7	11	3	26	33	35	4								
DBE FEMALE located in Market Area	0	2	0	0	1	1	0	0								
ALL DBE MALE firms working in Market Area (from CUJCP database)	80	33	68	24	81	33	23	7								
DBE MALE located in Market Area	6	0	0	0	7	0	0	0								
Total DBE firms located in Market Area	6	2	11	0	8	1	0	0								
<b>(B)</b> Total DBE firms working in Market Area (from CUJCP database)	113	40	79	27	107	65	58	11								
Total DBE firms located in Market Area (from CUJCP database)	6	3	0	1	12	1	0	0								
<b>(C)</b> Weight	31.79%	12.97%	1.38%	1.32%	3.59%	6.07%	9.44%	1.93%								
<b>(D)</b> Nacis Codes	236220	238120	238210	238320	238910	541310	541410	561621								

$$\begin{aligned}
 & \frac{C}{A} \times D + \frac{C}{A} \times X \times D \\
 & \frac{6}{177} \times X \times 31.79\% + \frac{3}{15} \times X \times 12.97\% + \frac{0}{256} \times X \times 1.38\% + \frac{1}{401} \times X \times 1.32\% + \frac{12}{131} \times X \times 3.59\% + \frac{1}{27} \times X \times 6.07\% + \frac{0}{10} \times X \times 9.44\% + \frac{0}{28} \times X \times 1.93\% \\
 & 0.0108 + 0.0259 + 0.0000 + 0.0000 + 0.0033 + 0.0023 + 0.0000 + 0.0000 \\
 & \text{RACE NEUTRAL \%} = 4.23\%
 \end{aligned}$$

100.00%

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPOINTING THE }  
DISADVANTAGED BUSINESS }  
ENTERPRISE (DBE) LIAISON OFFICER }  
AND SETTING THE DISADVANTAGED }  
BUSINESS ENTERPRISE GOAL FOR }  
FISCAL YEARS 2014/15 THROUGH 2016/17 }  
\_\_\_\_\_ }

RESOLUTION NO. 2015-

**WHEREAS**, agencies receiving Federal-Transit Administration Funds are required to follow Disadvantaged Enterprise Program DBE rule (49 CFR Part 26) when involved with Department of Transportation (DOT) assisted contracts; and

**WHEREAS**, since the City receives Federal-aid funds directly from other U.S. DOT agencies, the City is required to submit a new DBE program to the Federal Transit Administration (FTA) prior to awarding new FTA funded contract projects for federal fiscal years 2014/15 to 2016/17; and

**WHEREAS**, for the Federal Fiscal Years 2014/15 to 2016/17 an Annual Anticipated DBE Participation Level (AADPL) of 4.23% annual goal is based upon the type of construction projects anticipated; and

**WHEREAS**, the Director of Development Services is the appropriate individual to administer and act as the DBE Liaison Officer.

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

1. Appoint the Director of Development Services/City Engineer as the DBE Liaison officer; and
2. Approve the Disadvantaged Enterprise Program (DBE) Policy Statement for federal fiscal years 2014/15 through 2016/17, and
3. Establish an Annual Anticipated DBE Participation Level (AADPL) of 4.23% for federal fiscal years 2014/15 to 2016/17.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 24<sup>th</sup> 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 24, 2015

5F

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

Prepared by: K. Fall, Development Services\Engineering Division

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Authorizing the City Manager or his designee to execute a Sub-Recipient Public Transit Agreement with the Stanislaus Council of Governments (StanCOG) as a prerequisite to receiving Federal Transit Administration funds

### 2. DISCUSSION OF ISSUE:

The Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA), as a condition of allocation of federal transportation planning funds, requires Stanislaus Council of Governments (StanCOG) to annually develop a comprehensive Overall Work Plan (OWP) as a planning, programming, and budgeting tool for the fiscal year. The City of Turlock staff, along with the other agencies in Stanislaus County, work closely with StanCOG to develop the OWP and identify transportation planning needs that are eligible uses of the federal planning funds.

StanCOG uses the bulk of the funds to develop regional plans, traffic modeling, federal project programming, and administration/accounting of FHWA and FTA funds allocated to the region. However, some funds are provided by StanCOG to the local agencies as pass-through funds for eligible uses.

StanCOG's recent interaction with the FTA brought their attention for the need for a Public Transit Agreement between StanCOG and the City of Turlock.

For this reason, StanCOG is requesting that the attached Public Transit Agreement be approved by both parties. The purpose of the agreement is to set forth the basic structure for cooperative planning and decision making and for the purpose of distributing and utilizing transit funds by the City.

### 3. BASIS FOR RECOMMENDATION:

A) Authorize the City Manager or his designee to execute the Sub-Recipient Public Transit Agreement with StanCOG. This will allow the City to be eligible for Federal Transit Administration transportation funding activities. The Agreement has been approved as to form by the City Attorney

**Strategic Plan Initiative:**

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

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

**NOTE:** No General Fund money is used for transit capital projects or operational activities.

The StanCOG-adopted Federal Transportation Improvement Program includes roughly \$1,200,000/yr. in federal money allocated to the City of Turlock. Execution of the Public Transit Agreement will allow eligible FTA expenses to be reimbursed to the City of Turlock. Without the Agreement, staff will still be required by state and federal law to conduct many of the same transit activities without reimbursement by the FTA.

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

Do not authorize the City Manager to execute the Sub-Recipient Public Transit Agreement with StanCOG. Without execution of the Public Transit Agreement, the City will not be eligible for FTA transportation planning, operational or capital project activities. Other local and state funding would be necessary to maintain the same level of transit operation.

## PUBLIC TRANSIT AGREEMENT

This Public Transit Agreement ("Agreement") entered into in the City of Turlock, County of Stanislaus, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 2015, is by and between the CITY OF TURLOCK, a municipal corporation of the State of California, hereinafter referred to as CITY, and the Stanislaus Council of Governments, a joint powers authority established under California Government Code section 6500 et seq., hereinafter referred to as STANCOG.

### RECITALS

- A. STANCOG has been designated by the Federal Transit Administration (FTA) to receive federal transit funds, which are made available to the Turlock Urbanized Area.
- B. CITY wishes to make application for such funds for use in its transit program.
- C. CITY must enter into an agreement with STANCOG to become a recipient for such funds.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto mutually agree as follows:

### AGREEMENT

1. Purpose. The purpose of this Agreement is to set forth the basic structure for cooperative planning and decision making between the CITY and STANCOG for the purpose of distributing and utilizing federal transit funds in Stanislaus County. It does not apply to the apportionment, allocation, and payment of Transportation Development Act (TDA) revenues, which are addressed in other documents.
2. Term. Upon execution, this document shall remain in effect until modified by agreement of both parties.
3. Regional Transportation Plan. STANCOG agrees to prepare, adopt, and maintain, as required, a Regional Transportation Plan (RTP). STANCOG and CITY agree to work cooperatively in the preparation and refinement of the RTP through the conduct of, and participation in, multi-modal strategies, monitoring, and transportation studies and the development of policies and performance criteria. The CITY agrees to be primarily responsible for the refinement of transit corridors identified in the RTP and within its area of jurisdiction. The CITY agrees to adopt by reference the relevant portions of the RTP.
4. Short Range Transit Plan. The CITY agrees to prepare, adopt, and maintain, as required, a Short Range Transit Plan consistent with the Regional Transportation Plan. This document will provide the planning basis for projects submitted by the City of Turlock to StanCOG for inclusion in the Federal Transportation Improvement Program (FTIP).
5. Overall Work Program.
  - a. In accordance with state and federal requirements, STANCOG annually prepares, adopts, and updates an Overall Work Program (OWP) describing regional planning activities and studies. The OWP relates regionally significant planning activities of the state, STANCOG, the CITY and other participating local government agencies in an integrated, comprehensive program document.

OK for Agenda  
JAM

b. The CITY agrees to annually prepare and submit to STANCOG for inclusion in the OWP the description of regionally significant, transportation-related planning work intended to be carried out by the CITY.

6. Federal Transportation Improvement Program. STANCOG is responsible for the periodic development, adoption, and amendment of a Federal Transportation Improvement Program (FTIP). STANCOG agrees that the FTIP will be prepared cooperatively on a fair and equitable basis with the CITY and all public agencies eligible to receive funding. STANCOG agrees to include in the FTIP those projects recommended by the CITY which relate to discretionary transit funds made available directly to the CITY subject to a finding by STANCOG of consistency with the Regional Transportation Plan. STANCOG shall not endorse any CITY transit projects to which the CITY is opposed. As described by FTA Circular 9030.1E, STANCOG's FTIP public participation and approval process will satisfy the requirements for public participation under Section 5307.

7. Regional Transit Coordination. STANCOG and the CITY agree to work cooperatively with each other and with the other transit operators and participating local government agencies in ensuring the provision of coordinated, region-wide transit-wide transit services. Such coordination should include transfer and pass policies, transit information and marketing, schedule and service coordination, data needs to meet periodic reporting and collection requirements, and other activities as required.

8. Allocation Disputes. If a dispute regarding the allocation of funds arises between the CITY and STANCOG, the two agencies shall negotiate in good faith to resolve the dispute. If such negotiation does not result in resolving the differences, the STANCOG Policy Board shall resolve the dispute and allocate the funds accordingly.

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

**CITY OF TURLOCK, a municipal corporation**

**STANISLAUS COUNCIL OF GOVERNMENTS**

By: \_\_\_\_\_  
Roy W. Wasden, City Manager

By: \_\_\_\_\_  
Carlos P. Yamzon,  
StanCOG Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Kellie E. Weaver, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Phaedra A. Norton, City Attorney



## Council Synopsis

March 24, 2015

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

Prepared by: Roger K. Fall, Development Services\ Engineering Division

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Authorizing the City Manager to sign all documents, assurances and statements in regard to the purchase of five (5) transit buses from A-Z Bus Sales utilizing the California Association for Coordinated Transportation (CalACT) competitive bid award without compliance to the formal bid procedure, having found that the criteria listed in Turlock Municipal Code Title 2, Chapter 7, Section 08(b)(5) have been satisfied

### 2. DISCUSSION OF ISSUE:

The City has five older 2003 para-transit buses with over 150,000 miles. Because of the wear on the older city transit vehicles, staff is recommending replacement due to higher maintenance costs associated with these older buses. Funds for replacement transit vehicles have been obtained through a grant from the Public Transportation Modernization, Improvement and Service Enhancement Account, which is included in the Proposition 1B bond act. The funds (\$900,000) have been received and may only be spent on public transit rolling stock.

Using Proposition 1B funds in lieu of Local Transportation Funding (LTF) to purchase the buses provides for additional LTF being available county wide for "Other" purposes this year.

Staff recommends purchasing five (5) ARBOC, "Spirit of Mobility" gas engine buses using California Association for Coordinated Transportation competitive bid award. The total cost of five (5) vehicles with options and equipment specified is \$869,737.50. The proposed five (5) buses will replace five model year 2003 buses. The new buses are expected to be delivered by August 2015.

#### Bus Purchase:

California Association for Coordinated Transportation has conducted Caltrans approved vehicle procurements for the past few years. It is a competitive process for many various types and sizes of transit vehicles. The various types of equipment available are reviewed and input was received from various staff, trainers, and maintenance personnel prior to bidding.

The proposed five buses will be procured through a "piggyback" of the California Association for Coordinated Transportation (CalACT) and Morongo Basin Transit Authority (MBTA) Cooperative RFP and Contract. The Cooperative Contract was competitively bid and approved by the Federal Transit Administration and Caltrans for "piggyback" purchases by municipalities and other public agencies. A-Z Bus Sales was the lowest responsive bidder for class "G" bus award on the CalACT/MBTA contract.

The five buses will be Model 2015; 26' ARBOC, 17-passenger/1-wheelchair position buses equipped with gas engines. Two additional wheelchair positions may be provided by folding the seats at specific locations, (Refer to Exhibit 1) All vehicles will have required ADA equipment; will be fitted with fareboxes, destination signs, bicycle racks and other options specified by Turlock. The main feature of these vehicles over any current equipment is that the bus has a "kneeling feature" and uses a wheelchair ramp instead of a lift. The kneeling feature uses an air-suspension system to lower the bus for boarding and disembarking. This allows for one step entry (our buses currently have 3 or 4 steps to enter the bus) which is safer and easier for seniors and disabled.

**3. BASIS FOR RECOMMENDATION:**

- A. Replacement of five (5) aging transit buses will upgrade the fleet and reduce expensive repairs on aging equipment. The new equipment's kneeling feature will improve passenger safety and ADA compliance.

Pursuant to the Turlock Municipal Code:

**2-7-08 Bidding requirements.**

- (b) *Bidding procedures are not required under the following circumstances regardless of the amount involved:*
- 5) *When engaged in joint purchasing plans with the State and/or other units of government that have been approved by the Council*

**Strategic Plan Initiative:**

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

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

**Fiscal Impact**

Pricing for the recommended purchase is as follows:

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• Proposed 2015 26' ARBOC Bus (including tax)	\$171,542.98
per unit including options:	
• CalACT Procurement Fee 1.5%	2,404.52
Subtotal for Unit:	173,947.50
<b>Total for 5 Vehicles:</b>	<b>\$869,737.50</b>

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The proposed purchase will utilize PTMISEA, (Prop. 1B Transit) grant. PTMISEA funds may only be used for public transit vehicle procurement and cannot be used for any other purpose. For FY 14-15, City budget the PTMISEA grant funds (\$900,000) is located under 425-40-415.51220 for capital purchases. (See Exhibit 2 for further breakdown of cost of buses.)

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. The City Council could choose not to purchase the ARBOC Buses; or reduce the number of buses purchased
- B. The City Council could decide not to use the CalACT bus contract and obtain the buses by administering the procurement through the City own process. Could possibly result in higher bid prices and considerable delay with obtaining proper buses.

REV	DATE	DESCRIPTION	BY	CHKD	DATE	REMARKS
1	10/29/13	REVISED AFTER DESIGN REVIEW	FS			
2	10/31/2013	REVISED AFTER SALES REVIEW	FS			
3	11/27/2013	SALES REVIEW ADDED TRUSS	FS			
4	12/13/2013	DEALER REQUESTED CHANGES	FS			

**A-Z BUS SALES**

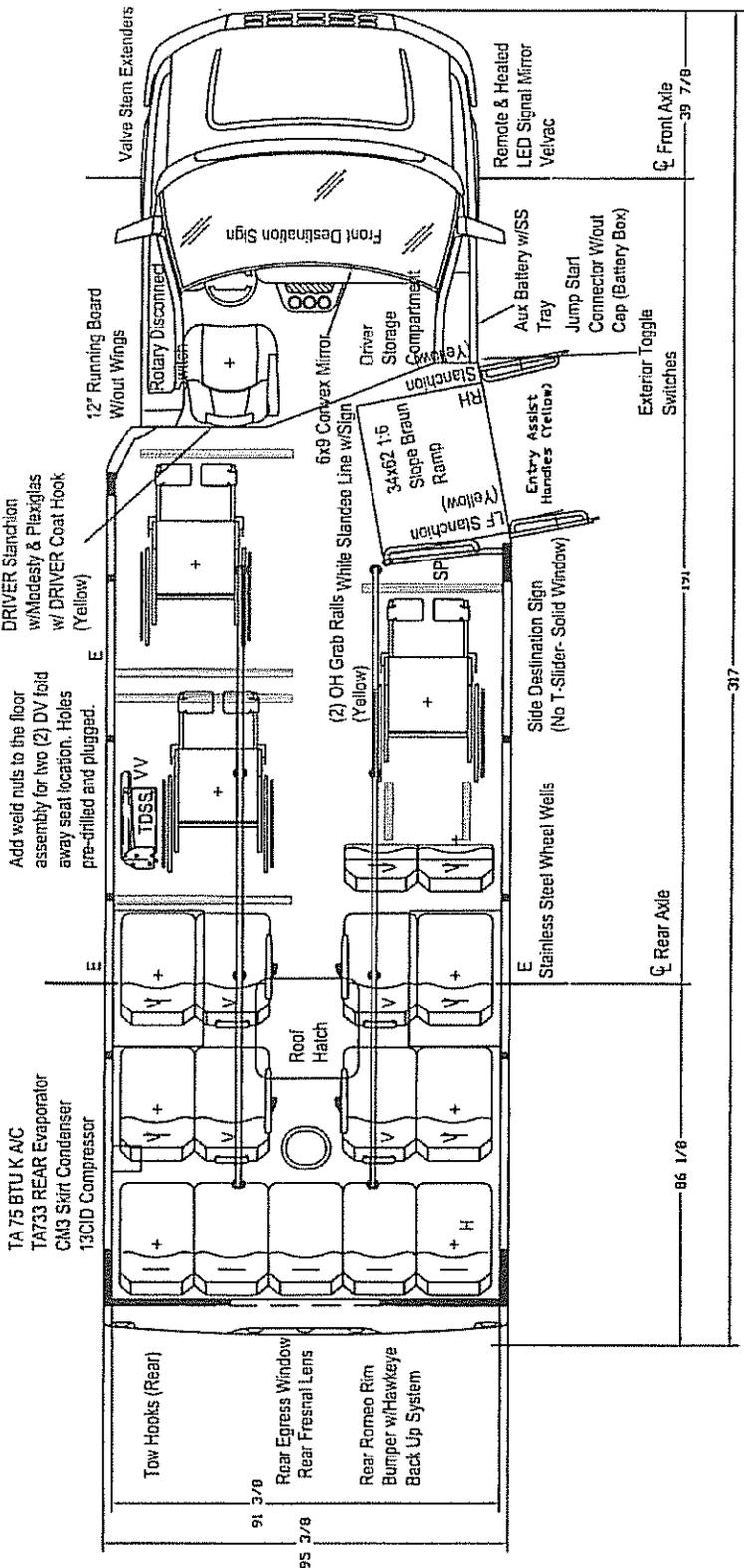
**NOTE:**

1. T-Slider Windows
2. E-Egress Window Location
3. H- 35K BTU Heater Low Profile
4. USR Seat Belts.
5. V-Grab Handia Location.
6. TDSS - L-Track Wheel Chair Restraint Storage.
7. SP- SP Belt Storage Pouch. (1 Mounted, 2 Shipped Loose.)

TA 75 BTU K A/C  
 TAT33 REAR Evaporator  
 CM3 Skirt Condenser  
 13CID Compressor

Add weld nuts to the floor assembly for two (2) DV fold away seat location. Holes pre-drilled and plugged.

DRIVER Stanchion w/Midesty & Flexiglas w/ DRIVER Coat Hook (Yellow)



ARBOC SPECIALTY VEHICLES CLAIMS PRESENT ANY RIGHTS IN THE MATERIAL DISCLOSED HEREON. NEITHER THIS DRAWING NOR ANY REPRODUCTION THERE OF MAY BE USED TO MANUFACTURE ANYTHING SHOWN HEREON WITHOUT PERMISSION FROM ARBOC. THE DRAWINGS, INFORMATION CONTAINED HEREON MAY BE THE EXPRESS PROPERTY OF ARBOC SPECIALTY VEHICLES AND PROTECTED IN THE FORM OF A U.S. PATENT.

NAME:	Floor Plan, A-Z Bus Sales INC, City of Roseville (17FS-3VC-191G-SDR263)
DRAWN BY:	FS
DATE:	10/28/2013
DRAWING NUMBER:	1306B41
REVISION:	D
SHEET:	1 of 2

QTY		Option Description	Contract Price		
<b>ARBOC, TYPE G, 26' length (GM4500)</b>					
1	Gas - Low Floor Cutaway	ARBOC	Chassis, GM4500, 191", 6.0L V-8		
<b>Sub-Total Base Unit</b>				<b>120,582.00</b>	
<b>PUBLISHED OPTIONS</b>					
1	34" - 36" Freedman Flip Seat			790.00 790.00	
1	Roof Vent			382.00 382.00	
1	Additional Mobility Aid Position w/ tie downs (std is 2 w/c positions)			1,010.00 1,010.00	
4	Credit for seat delete, per passenger			(163.00) (652.00)	
1	Removable diamond plate fuel access in floor (std)			- -	
1	USSC G2E Drivers Seat			943.00 943.00	
1	Telma Drive Line Retarder			8,413.00 8,413.00	
1	Stop Request System w/ lighted sign			892.00 892.00	
1	KEI SC-240 Amp Alternator			969.00 969.00	
1	Sportworks Bike Rack, black			1,886.00 1,886.00	
1	High Quality AM FM CD Radio (standard)			- -	
1	Cruise Control (standard on the ARBOC)			- -	
1	Adnik Power Seat Base for Drivers Seat			433.00 433.00	
1	Thermo King SLR roof mount A/C			2,957.00 2,957.00	
<b>Sub-Total Published Options</b>				<b>18,023.00</b>	
<b>NON PUBLISHED OPTIONS</b>					
1	Yellow, All stanchions and grab handles			325.00 325.00	
1	Helm Manuals, 1 set per 5 bus order			80.00 80.00	
1	Prewire Customer supplied Two Way Radio Antenna			225.00 225.00	
1	Interior Decals in Spanish and English			125.00 125.00	
1	Two Way Radio, installed by Delta Wireless, Allowance			3,000.00 3,000.00	
1	Altro Flooring, Storm Gray			925.00 925.00	
1	PA System with Int & Ext speakers (requires std radio)			189.00 189.00	
1	Graphics & Paint Allowance			4,500.00 4,500.00	
2	Delete a 3 step foldaway seat			(816.00) (1,632.00)	
10	Overhead Interior Parcel Racks, LH & RH side, per ft.			66.00 660.00	
1	Drivers Overhead Storage Box			663.00 663.00	
1	Hanover Front and Side Destination Sign set 54N32 & 44N32, DG3 Console (Software & Training Included)			4,818.00 4,818.00	
1	Key switch in lieu of toggle, exterior, for either ramp or door operation.			108.00 108.00	
12	Thermoplastic Seat Backs, per passenger			108.00 1,296.00	
2	Extra set of rear cups or 1 extra length of L track for rear position of w/c, set back from standard set			97.00 194.00	
1	Diamond XV Fare box with 2 vaults			1,377.00 1,377.00	
1	Security Camera View Hardware, 1 per 5 bus order			250.00 250.00	
1	Hard Drive, 1TB, one per 5 bus order			110.00 110.00	
1	REI Buswatch DVR system (8 cameras) 1TB, GPS.			4,483.00 4,483.00	
<b>Sub-Total Non-Published Options</b>				<b>21,696.00</b>	
<b>SUMMARY</b>					
<b>SPECIFICATION SUMMARY</b>					
Model Year	2013	Make	Chevy	Wheelchair Lift Model	Braun 1,000lb
Type	G - Low Floor	Chassis	4500	Wheelchair Lift Location	Front
Passenger Capacity	17 + 3	Wheelbase	191	Number of Tie Downs	3
Seat Fabric	Two tone up to level 4	Engine	6.0L Gasoline GM	Alternator	OEM
Air Conditioning System	Thermo King	GVWR	14,200	Tie Down Type	Q-Straint
Exterior Color/Graphics	Graphics & Paint Allowance	Body Length	26	Estimated Delivery	150 days ARO



**MBTA CalACT Cooperative RFP 11-03**

Customer: City of Turlock Quote Date: 2/27/2015  
 Address: 156 S. Broadway Suite 150 County: Stanislaus Expires: 2/23/2015  
 City: Turlock Zip Code: 95380  
 Contact: Scott Medeiros Office Phone: 209-668-5589 x 4427 DSI Account: \_\_\_\_\_  
 Email Address: smedeiros@turlock.ca.us Cell Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Sales Representative: Clay Hartman Type: Type G Prop1B: \_\_\_\_\_

		<b>MBTA CalACT Cooperative RFP 11-03</b>	
Customer: <u>City of Turlock</u>		Quote Date: <u>2/27/2015</u>	
Address: <u>156 S. Broadway Suite 150</u>		Expires: <u>2/23/2015</u>	
City: <u>Turlock</u>	County: <u>Stanislaus</u>		
Contact: <u>Scott Medeiros</u>	Zip Code: <u>95380</u>		
Email Address: <u>smedeiros@turlock.ca.us</u>	Office Phone: <u>209-668-5599 x 4427</u>	DSI Account: _____	
Sales Representative: <u>Clay Hartman</u>	Cell Phone: _____	Fax Number: _____	
	Type: <u>Type G</u>	Prop: <u>1B</u>	
QTY	Option Description	Contract Price	
SUMMARY/STANDARD/BID FEATURES & EQUIPMENT			
	Steel Cage Construction FRP Exterior Skins - Vacuum Laminated Body Construction One Piece FRP Roof Assembly Electric Entry Door Ergonomic Driver Control Panel Driver Side Running Board Remote control & heated Exterior Mirrors, Velvac Full Air suspension Dual Entry Grab Rails Engineered wood Subfloor, sealed top and bottom Individual seat securments designed into floor system Drivers floor level storage compartment Daytime Running Lights Poly Urea Flooring, and up lower interior side walls Q-Straint Deluxe w/c Tiedowns belts 5 YEAR / 100,000 Mile Limited Body Warranty	Fully Insulated Body Assembly Process ALL LED Exterior and Interior Lighting Filon FRP Interior Sidewalls, Roof, Rear Walls Number, function, and color coded wiring USSC Drivers Seat with power seat base Side Mounted Battery on Slide Out Tray w/High Amp Circuit Breakers Thermo King Roof Top A/C 96" Body Width Seating: two-Tone upholstery, Aisle arm rests, Grab Handles, USR's ISO Quality Manufacturing Process Double T-Slider tinted side passenger windows Back Up Alarm, Anti-ride Rear Help Bumper w/Hawkeye Front Mud Flaps Altoona 7 Year/200,000 Mile Tested Stanchion and Modesty Panel Behind Driver, with Plexiglass Meets All Applicable FMVSS Requirements in Effect at time of Manufacture	
CONTRACT PRICING SUMMARY			
	Base Unit as Specified	120,582.00	
	Published Options	18,023.00	
	Non-Published Options	21,696.00	
	Sub-total per Unit	160,301.00	
	Doc Fee (non taxable)	80.00	
	ADA Portion that is non taxable	14,075.00	
	Taxable Amount (subtotal less non taxable)	146,226.00	
	Sales Tax	11,149.73	7.625% Turlock
	Tire Recycle Fee	12.25	
	CalACT MBTA fee of 1.5% of subtotal	2,404.52	
	Delivery (first 100 miles free)		
	Grand Total, Each	173,947.50	
	Qty	5	
	Grand Total	\$ 869,737.49	
_____ Signature		_____ Signature	
_____ Print Name		_____ Date	
_____ COMPANY/AGENCY			

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING }  
THE CITY MANAGER TO SIGN ALL }  
DOCUMENTS, ASSURANCES AND }  
STATEMENTS IN REGARD TO THE }  
PURCHASE OF FIVE (5) TRANSIT BUSES }  
FROM A-Z BUS SALES UTILIZING }  
THE CALIFORNIA ASSOCIATION FOR }  
COORDINATED TRANSPORTATION }  
(CALACT) COMPETITIVE BID AWARD }  
WITHOUT COMPLIANCE TO THE FORMAL }  
BID PROCEDURE, HAVING FOUND THAT }  
THE CRITERIA LISTED IN TURLOCK }  
MUNICIPAL CODE TITLE 2, CHAPTER 7, }  
SECTION 08(b)(5) HAVE BEEN SATISFIED }

RESOLUTION NO. 2015-

**WHEREAS**, the City of Turlock has a desire and commitment to purchase five (5) para-transit vehicles through a grant from the Public Transportation Modernization, Improvement and Service Enhancement Account, which is included in the Proposition 1B Bond Act; and

**WHEREAS**, funding for the purchase of this transit buses has been approved by the Stanislaus Council of Governments (StanCOG) and included within the City of Turlock fiscal year 2014/2015 budget; and

**WHEREAS**, the City of Turlock desires to receive advantageous lower costs of buying these vehicles through the California Association for Coordinated Transportation and Morongo Basin Transit Authority competitive bid award; and

**WHEREAS**, the vehicles will be procured through a "piggyback" of the California Association for Coordinated Transportation (CalACT) and Morongo Basin Transit Authority (MBTA) Cooperative RFP and Contract; and

**WHEREAS**, the Cooperative Contract was competitively bid and approved by the Federal Transit Administration and Caltrans for "piggyback" purchases by municipalities and other public agencies;

**WHEREAS**, the criteria listed in Turlock Municipal Code Title 2, Chapter 7, Section 08(b)(5) have been satisfied.

**NOW, THEREFORE, BE IT RESOLVED. RESOLVED** that the City Council of the City of Turlock does hereby authorize the Procurement of five (5) ARBOC buses from the CalACT contract which was awarded to A-Z Bus Sales.

**BE IT FURTHER RESOLVED** that the City Manager or his representative is hereby authorized to sign all documents, assurances and statements in connection therewith for and on behalf of the City of Turlock.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 24<sup>th</sup> day of March, 2015, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



## Council Synopsis

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March 24, 2015

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

Prepared by: Allison Van Guilder  
Director of Parks, Recreation and Public Facilities

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving a four (4) year retainer agreement with Stantec Consulting Services, Inc., of Phoenix, Arizona, for City Project No., 14-72, "RFQ for Airport Planning/Environmental and Engineering/Architectural Services Retainer Agreement," for Fiscal Years 2014/15 through 18/19, in an amount not to exceed \$200,000

### 2. DISCUSSION OF ISSUE:

The City of Turlock has an occasional need for airport consulting services throughout the year. These professional services require skills and certifications beyond that which the City of Turlock supplies or has the ability to provide. These services are often related to planning/environmental or engineering/architectural activities associated with capital improvements at the airport.

On December 19, 2014, Staff received five proposals in response to the advertised RFQ. The proposal from Stantec Consulting Services, Inc., met all of the RFQ requirements and is being recommended by staff for execution of a retainer agreement.

Staff is recommending an agreement in an amount not to exceed \$200,000, paid on a per project basis with the funds associated with that project. This amount is an estimate based on past costs and future needs but does not entitle the consultant any compensation if their services are not necessary.

### 3. BASIS FOR RECOMMENDATION:

- A) Per City Municipal Code, City Council approval of the agreement is required prior to execution of the contract with the consultant.
- B) Staff will be able to call on a consultant for airport consulting services without having to go through a separate, competitive advertising period for each project.

**Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE**

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

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

**Fiscal Impact:** Not to exceed \$200,000 per agreement. The exact cost is project dependent and will be paid for with funds associated with that project either through Federal/State grants or revenue generated by the Turlock Regional Aviation Association. This amount is an estimate based on past costs and future needs but does not entitle the consultant any compensation if their services are not necessary. No General Fund monies will be used for this project.

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. Reject the award of the consultant agreement. Staff does not recommend this alternative due to the fact that airport consulting services are necessary for many airport capital improvement projects that the City has an interest in.



**RETAINER AGREEMENT  
for Airport Consulting Services  
between  
the CITY OF TURLOCK  
and  
STANTEC CONSULTING SERVICES, INC.  
for  
Planning/Environmental and/or Engineering/Architectural Services  
City Project No. 14-72**

**THIS AGREEMENT** is made this 24th day of March, 2015, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **STANTEC CONSULTING SERVICES, INC.**, hereinafter referred to as "CONSULTANT."

**WITNESSETH:**

**WHEREAS**, CITY has a need for airport consulting services; and

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

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

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

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

*OK for Agenda*  
*[Signature]*

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

**4. COMPENSATION:** CITY agrees to pay CONSULTANT in accordance with Exhibit C (Schedule of Fees), attached hereto, as full remuneration for performing all Services and furnishing all staffing and materials called for and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Two Hundred Thousand and no/100ths Dollars (\$200,000). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

**5. TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect beginning March 25, 2014 and ending June 30, 2019, subject to CITY's availability of funds.

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

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

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

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

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

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

restricts the insurance coverage afforded to CITY under this Agreement, the insurer, broker/producer, or CONSULTANT 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: CONSULTANT shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT's obligation to provide them. CITY reserves the right, 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, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by CONSULTANT, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

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

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

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

CONSULTANT shall determine the method, details and means of performing the work

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

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

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

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

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

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

**10. TERMINATION OF STATED EVENT:**

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

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

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

include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

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

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

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

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

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

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

**13. ENTIRE AGREEMENT AND MODIFICATION:** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or

alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents. Notwithstanding the foregoing, CITY'S right to inspect, copy and audit shall not extend to the composition of the CONSULTANT'S rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

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

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

**26. COMPLIANCE WITH LAWS:** CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations, permits and FAA assurances as outlined in Exhibit "D".

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

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

**29. RECORD INSPECTION AND AUDIT:** CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

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

**31. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE:** CONSULTANT shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee

of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

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

**for CONSULTANT: STANTEC CONSULTING SERVICES  
ATTENTION: BILL HARVEY  
8211 SOUTH 48<sup>TH</sup> STREET  
PHOENIX, AZ 85044  
PHONE: (602) 707-4769  
FAX: (602) 431-9562**

**for CITY: CITY OF TURLOCK  
ATTENTION: ALLISON VAN GUILDER, DIRECTOR  
PARKS, RECREATION AND PUBLIC FACILITIES DEPARTMENT  
144 S. BROADWAY  
TURLOCK, CALIFORNIA 95380-5461  
PHONE: (209) 668-5594 Ext. 4601  
FAX: (209) 668-5619**

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

**34. EXTENSION OF AGREEMENT:** CITY may not elect to extend this Agreement beyond the five (5) year term based on FAA guidelines. On each anniversary date, CONSULTANT will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONSULTANT's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

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

**CITY OF TURLOCK, a municipal corporation**

**STANTEC CONSULTING SERVICES, INC.**

By: \_\_\_\_\_  
Roy W. Wasden, City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO SUFFICIENCY:

Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Allison Van Guilder, Director of

Federal Tax ID \_\_\_\_\_

Date: \_\_\_\_\_

Parks, Recreation and Public Facilities

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Phaedra A. Norton, City Attorney

ATTEST:

By: \_\_\_\_\_  
Kellie E. Weaver, City Clerk

**SERVICE REQUEST NO. \_\_\_\_-\_\_\_\_**

**CONSULTANT:** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

**THIS SERVICE REQUEST** dated \_\_\_\_\_, is an addendum to the Retainer Agreement for Airport Consulting Services ("Agreement") dated \_\_\_\_\_ between the City of Turlock ("City") and \_\_\_\_\_ ("Consultant").

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

**WHEREAS**, this Service Request establishes the Scope of Work and compensation amounts for specific Airport Consulting Services and authorizes Consultant to proceed with the project.

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

**SCOPE OF WORK**

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

**CITY OF TURLOCK**, a municipal corporation

**PLACE CONSULTANT NAME HERE**

By: \_\_\_\_\_  
Allison Van Guilder, Director of  
Parks, Recreation and Public Facilities

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_



**Parks, Recreation and Public Facilities Department**  
***Request for Qualifications***

City Contract No. 14-101  
Retainer for Airport Engineering/Architectural Services  
And  
Planning/Environmental Services  
At The  
Turlock Municipal Airport

The City of Turlock is requesting qualifications for the performance of consulting aviation professional services at the Turlock Municipal Airport to perform planning/environmental and/or engineering/architectural airport consulting services within a multi-year contract.

**Submit Proposals to:**

City of Turlock  
Parks, Recreation and Public Facilities  
Attention: Allison Van Guilder, Director  
144 S. Broadway  
Turlock, CA 95380

**Request for Proposals Due Date**

December 19, 2014  
5:00pm PST

Questions with regard to submissions, process or proposals can be directed to:

Allison Van Guilder, Director  
Parks, Recreation and Public Facilities  
144 S. Broadway  
Turlock, CA 95380  
(209) 668-5594  
[avanguilder@turlock.ca.us](mailto:avanguilder@turlock.ca.us)

**Deadline to submit questions is December 12, 2014**  
**5:00pm PST**



PARKS, RECREATION AND PUBLIC FACILITIES  
Department

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144 S. Broadway | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5594 | FAX 209-668-5619

The City of Turlock is accepting Statement of Qualifications from qualified airport consulting firms to assist the City in the performance of multiple projects and services for the Turlock Municipal Airport (015) related to planning, environmental, architectural, and engineering as well as construction management for the period of February 11, 2015 through June 30, 2019.

Anticipated projects and services include but are not limited to the following:

- Assist in the preparation and development of Airport Capital Improvement Programs (ACIPs)
- Coordination with the Federal Aviation Administration (FAA) in grant proposals, performance, and closeout.
- Runway safety area (RSA) improvements
- Widening of runway 12/30 and its potential relocation
- Taxiway extension
- Construction administration
- Upgrade of runway lighting, airfield lighting system and utilities
- Rehabilitate aircraft parking aprons
- Drainage improvements
- Airport Layout Plan (ALP) update
- Airport Master Plan update and Comprehensive Land Use Studies
- Environmental studies, assessments and reports, to include the requirements of CEQA, NEPA, and all associated regulations.

All interested parties are required to submit statement of qualifications in accordance with the conditions and dates outlined in this Request for Qualifications (RFQ).

## **BACKGROUND**

The City of Turlock maintains several different types of annual professional retainer agreements for use on an as needed basis. The retainer agreement allows the various city departments to request services of the retained consultant on an individual project basis as the need arises. Prior to any work completed under the retainer agreement, a specific service request must be issued for each project specifically delineating the requested services with fees for said services based upon

rates identified in the retainer agreement and in conjunction with a jointly agreeable, negotiated maximum fee for said services.

## **PROJECT SUMMARY**

Consultant shall provide professional airport consulting services to the City of Turlock on an as needed basis.

## **SCOPE OF SERVICES**

The proposed scope of services include, but are not limited to the following:

- Provide consulting and/or professional services upon the request of the City of Turlock for projects related to the City's airport properties and/or structures.
- Requested services may involve any one, or a combination of, the following professional service areas:
  - Review the City's requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same.
  - Assist the City's Engineering Division with presentations and/or recommendations to the City staff or administration.
  - Provide surveying, concepts, engineering, drafting, cost estimates and/or specifications necessary to bid and accomplish projects in support of the City's Engineering Division.
  - Professional services during the bid process and project construction.
  - Third party review consultation related to documents prepared by the City's Engineering Division or other consultants retained by the City.
  - Design.
  - Construction administration.

## **ASSUMPTIONS**

With City Council approval, the successful Consultant may be awarded a retainer agreement for Airport Consulting services. At the discretion of the City, work shall be provided to the City in the form of hard copies as well as electronic copies in the format of .dwg for all drawings (2013 drawing format or newer) and .docx for all specifications, reports, and all documents including but not limited to, plans, analysis and specifications and any necessary technical data.

The Parks, Recreation and Public Facilities Director will be the main point of contact to facilitate the various services requested.

The City will screen and evaluate proposals primarily on the basis of demonstrated professional expertise. The Consultant shall be chosen on the basis of the firm's demonstrated competence, abilities and overall professional qualifications.

The response to this RFQ for engineering/architectural and/or planning/environmental services should include detailed information regarding the consultant's interest, qualifications, current relevant experience with the planning, environmental, design/engineering and architecture of airports, airfield facilities and airfield improvements project funded by the FAA airport Improvement Program (AIP Grants). Services will be divided into two different disciplines, the first being engineering/architectural, and the second being planning/environmental. Respondents are invited to respond to either one or both disciplines. Selection criteria contained in FAA Advisory Circular 150/5100-14E, as amended, will be considered in the following order of importance:

1. Understanding of the project(s)
2. Recent experience with similar projects and with the Federal Aviation Administration
3. Familiarity with the Turlock Municipal Airport's projects and location
4. Qualifications of the project manager and technicians assigned to the project
5. Ability to meet schedules and keep work within budget
6. References
7. Interest shown

## **INFORMATION REQUESTED**

The City of Turlock Parks, Recreation and Public Facilities Department is seeking a qualified consultant that demonstrates extensive knowledge and experience in dealing with general aviation airports. Each proposal must contain a statement of qualifications that includes the following information:

1. Background – Provide background and history of the company's consulting experience which specifically addresses the organization's knowledge and experience. Use of a resume attachment is acceptable.
2. Services and History– Provide a list of available services as well as a listing and description of work completed.
3. References – Provide two or more references that can supply information on the quality of your services during the past two years.

## **PROPOSAL CONTENT**

The City requires each Consultant to submit a proposal clearly addressing all of the requirements outlined in the RFQ. The proposal shall be limited to 10 pages and must include a minimum of two recent or current client references, which include the

address and telephone number of each reference. Resumes and a company qualification brochure may be added to the 10-page proposal, provided they are located in an Appendix at the back of the proposal.

Should the Consultant have concerns about meeting any requirements of this RFQ, the Consultant shall include a clearly labeled subsection with individual statements specifically identifying their concerns and exceptions.

Though the Consultant may submit a proposal organized according to their preference, it must be clear and concise.

Fee information will not be considered in the selection process and must not be submitted with the Statement of Qualifications. Fees will be negotiated after a consultant has been selected.

### **CONTRACTUAL REQUIREMENTS/SAMPLE RETAINER AGREEMENT**

A Retainer Agreement for Airport Consulting Services between the City of Turlock and Consultant will serve as basic document, in conjunction with a Service Request issued by the City for each requested service for the period of February 11, 2015 through June 30, 2019.

On each anniversary date, the consultant will be allowed to propose fee updates for the City's consideration. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Consultant's published prices, whichever is lower. In all cases, City of Turlock may cancel the contract if a requested price increase is not acceptable.

For your use in assessing your proposal, please review the attached agreement paying special attention to the City's insurance requirements delineated in Section 6, "Insurance".

### **SUBMISSION OF PROPOSAL**

1. The consultant shall provide the information requested within the RFQ. The consultant's proposal to this RFQ consists of your response to the information requested.
2. Hand deliver or mail to the City of Turlock, Development Services Department at the address listed on the front page of the RFQ so that the proposal is received no later than the date and time specified within this RFQ. Any proposals submitted after the time due will be returned unopened.

3. Consultants may attach relevant information and documentation not specifically requested.
4. All proposals and any other materials submitted in response to this RFQ will become the property of the City of Turlock, returned only at the City's option.

### **SUBMITTAL DATE**

Proposals are due at this office no later than 5:00 PM, December 19, 2014. This time and date is fixed and extensions will not be granted. The City does not recognize the U.S. Postal Service, its postmarks or any other organization as its agent for purposes of receiving proposals. All proposals received after the deadline shown will be rejected and returned.

### **PROPOSAL EVALUATION**

In order to be considered, one hard copy of the proposal must be submitted.

Proposals should provide a straight forward and concise presentation adequate to satisfy the requirements of this RFQ.

### **PROPOSAL SELECTION**

It is the City's intention to select at least one firm that has sufficient expertise to handle the variety of projects the City undertakes thereby minimizing the involvement of other firms. However, the City of Turlock reserves the right to select and contract with more than a single firm for the specified annual retainer agreement.

The City of Turlock reserves the right, without qualification, to:

- a. Reject all proposals.
- b. Exercise discretion and apply its judgment with respect to any proposals submitted.
- c. Select proposals which qualify based on the following factors, with a maximum potential score of 50 points:
  - i. Experience of the Consultant and staff selected to provide the specified services (10 pts),
  - ii. Record of the Consultant in accomplishing work within any required time, and within any established budget (10 pts),
  - iii. Record of the Consultant being responsive to the client's requests (8 pts),

- iv. Record of the Consultant to utilize "value engineering" practices within their previous projects in order to provide their clients with a cost effective use of available funds for their project (8 pts),
  - v. Ability to work with City staff (5 pts)
  - vi. Financial responsibility (years in business, number of projects completed, annual volume of work in dollars, etc.) (4 pts)
  - vii. Present staff availability (5 pts),
- d. City staff will review and rank all of the proposals received from consultants and recommend the most highly qualified consultant(s) to begin negotiations on a consultant retainer agreement. Upon selection, discussions will be initiated with that firm to finalize the scope of services and negotiate a consultant agreement. If agreement cannot be reached with the selected firm, then negotiations with that firm will be terminated and discussions initiated with the second ranked firm. This process will be followed until a consultant retainer agreement is reached for the work type specified within this RFQ.
- e. A City contract for Airport consultant services will be brought to the City Council for its approval. Parks, Recreation and Public Facilities Department staff shall notify the selected Consultant(s) of the final approval of the contract by the City Council.

All proposals become the property of the City. Final disposition will be made according to the policies thereof, including the right to reject all proposals.

### **ANTICIPATED RFQ SCHEDULE OF AWARD**

City Council Approval

February 10, 2015



Stantec Consulting Services Inc.  
8211 South 48th Street, Phoenix, Arizona 85044  
Stantec.com

December 19, 2014

EXHIBIT "B"

Ms. Allison Van Guilder, Director  
Parks, Recreation, and Public Facilities  
144 South Broadway  
Turlock, California 95380

RE: City Contract No. 14-101: Retainer for Airport Engineering/Architectural and Planning/Environmental Services at the Turlock Municipal Airport

Dear Ms. Van Guilder,

Stantec Consulting Services Inc. (Stantec) is pleased to submit this Statement of Qualifications (SOQ) to provide Professional Airport Engineering/Architectural Services and Planning/Environmental Services for the City of Turlock and the Turlock Municipal Airport. We have enclosed one copy for your review and consideration.

Stantec has been proud to provide airport engineering and related services for Turlock Municipal Airport since 2005. As you know, we are a full service Architectural and Engineering consulting firm with extensive resources and substantial experience in providing the type of Services outlined in the Request for Qualifications, as well as in your Airport Capital Improvement Program (ACIP).

The team members identified for this assignment include both local and national experts in airport development, led by our Project Principal Mark Koester, PE. Each of our proposed team members has personally committed to this effort. We sincerely want to continue in the role as your airport consultant for all of your airport development needs and appreciate the opportunity to continue serving you as the best qualified team to help you accomplish your goals.

Please contact us with any questions.

Sincerely,  
Stantec Consulting Services Inc.

A handwritten signature in black ink that reads "Bill Harvey". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Bill Harvey  
Senior Associate  
Cell Phone (602) 363-5992  
Bill.Harvey@stantec.com

# Firm Qualifications

## History

Stantec Consulting Services Inc. (Stantec) is a 14,000 person consulting engineering company that has been providing knowledge-based solutions for infrastructure and facilities projects through our professional services and technologies since 1954. By combining company wide experience and skills in management, planning, design, and implementation, we support our local clients with the best in professional services at every stage, from initial concept and financial feasibility, to project completion, and beyond.

## Stantec by the numbers:



**6** Top 34 Terminal Sector Architecture Firms – BD&C, August 2014

**24** Top 225 Internation Design Firms – ENR, July 2014

**17** Top 150 Global Design Firms – ENR, July 2014

**1** Top 300 Architecture/Engineering Firms – BD&C, July 2014

**1** Southwest Top 63 Design Firms – FNR, May 2013

As a multi-disciplinary engineering consulting firm, Stantec has performed business in California since 1985 and specialize in all aspects of planning, design, and construction services for public and private sector clients. We believe that as clients continue to search for solutions in an increasingly complex world, they will seek sources of knowledge that add value across a project's life cycle – Stantec is just such a source, with the capability to efficiently and creatively respond to the needs of communities and clients locally, regionally, and globally.

## Aviation Services

Stantec has been continuously providing services for airport engineering and development of general aviation and commercial service airports over the last 50 years.

With projects completed at more than 200 airports worldwide, and client relationships lasting over 20 years, our airport specialists have a comprehensive understanding of airport operations and the expertise necessary to deliver successful airport projects.

Successful airport facilities balance function, operation, and practical financial solutions. To meet these challenges, our wide range of services are available as a comprehensive, integrated package for airport and aviation projects. Our services include

- ✓ Airport Master Plans
- ✓ Pavement Evaluation/Design
- ✓ Environmental Studies (EA, EIR, EIS)
- ✓ Navigation Aid (NAVAID) Implementation
- ✓ Surveys and Mapping
- ✓ Access Roads and Parking Design
- ✓ Signage (Way Finding/Airfield)
- ✓ Construction Administration
- ✓ Grant Administration
- ✓ Terminal Planning/Design
- ✓ Layout Design
- ✓ Pavement Management Programs
- ✓ Airport Lighting
- ✓ Hangars/T-Shades/Tie-Downs
- ✓ Global Information Systems (GIS)
- ✓ On-Site Circulation Planning
- ✓ Utility Design/Relocation
- ✓ Site Selection

- ✓ Runways/Taxiways/Apron Design
- ✓ FAA/State Agency Coordination

# Stantec's Understanding and Approach to Performing Project Services

It is important that the airport be developed with safe and operationally efficient facilities that meet FAA airport development criteria. In order to receive federal and state funding, it is also a requirement that the airport development projects be identified in the Airport Master Plan (AMP), the Airport Layout Plan (ALP), and the Airport Capital Improvement Program (ACIP), and that the projects comply with the latest Federal Aviation Administration (FAA) design and construction standards. Anticipated projects and services include the following

- A. Assist in the preparation and development of ACIPs
- B. Coordination with the FAA in grant proposals, performance, and closeout.
- C. Runway safety area (RSA) improvements
- D. Widening of runway 12/30 and its potential relocation
- E. Taxiway extension
- F. Construction administration
- G. Upgrade of runway lighting, airfield lighting system and utilities
- H. Rehabilitate aircraft parking aprons
- I. Drainage improvements
- J. ALP update
- K. AMP update and Comprehensive Land Use Studies
- L. Environmental studies, assessments and reports, to include the requirements of CEQA, NEPA, and all associated regulations

## Overall Project Goals And Success Factors

Stantec's approach to the design and construction of the identified projects will be to initially meet with Airport and City staff to determine ultimate goals for the project(s) development and the anticipated costs. Economies of scale and financial leverage will be considered to maximize available funding and minimize cost without compromising the goals of the intended development or any of the projects elements.

All projects will be designed and constructed in accordance with applicable FAA Advisory Circulars (AC's), standards, and technical guidance with consideration given to costs and existing constraints of the facility. It is our intent, once selected, to meet with City and Airport staff to establish a clear understanding of each project's elements, including

design parameters, environmental determinations, identification of operational impacts, and review of priorities for construction activities (safety, phasing, closures, etc.). The basic goals every airport typically consider as important when projects are constructed include

- Safety of Aircraft, People and Property
- Minimizing Operational Impacts
- Security of the Facility
- Integrity of the New Construction or Rehabilitation
- Cost
- Long-term Maintenance

## Recent Project Experience

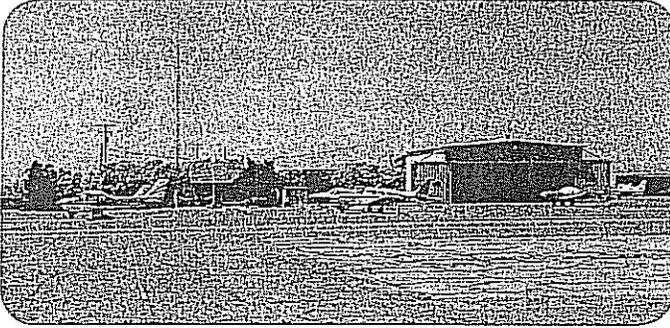
We're taking airport design to the next level. From roadway to runway, from full terminal design to retail tenant, our deep understanding of airport operations drives us to create airport destinations that are more efficient, more memorable, and safer than ever before.

Stantec maintains offices across North America, including over 20 offices in California. Our western regional airport design expertise resides in our Reno, Phoenix, and Tucson offices with support disciplines from the local offices. In this way, Stantec provides the most qualified expertise to each assignment depending on specific project requirements.

Keeping airports open and safe during any aviation project is essential. Working with airport operators and users, we create logical and realistic phasing plans that reduce impacts to airport operations, making safety a priority.

Stantec's airport design experience is reflected in our recently completed or on-going projects. This experience is similar to the anticipated projects at Turlock Municipal Airport, as presented on the next few pages.

### Turlock Municipal Airport Rehabilitation and Perimeter Fence; Turlock, California



Stantec's team provided numerous services for the rehabilitation of the airport and installation of the perimeter fence including civil and electrical engineering services for rehabilitation of the airport's apron, taxiway, and runway. The improvements included a reconstruction of the apron pavement surrounding the airport hangars and a drainage system to carry run-off from the airport to an adjacent detention basin. Additionally, the runway and parallel taxiway were rehabilitated with a slurry seal and the perimeter fence has been upgraded and/or replaced with a six-foot chain link fence. The project also included a fire suppression system, which includes an 85,000-gallon water tank and fire pump system.

Stantec recently completed the design to widen the runway to 60 feet to meet FAA standards. The project included the design of RSA drainage improvements, upgrade of the airfield lighting system, runway signage, and utility infrastructure upgrades.

### Tuolumne County — Columbia Airport & Pine Mountain Lake Airport; Columbia & Groveland, California



Stantec was selected by Tuolumne County, through a multi-year contract, to provide design and construction support services for improvements to Columbia and Pine Mountain Lake Airports.

Projects completed at Columbia Airport include design and construction of the extension of Taxiway "C" (approx. 1,550-LF), the relocation of an 8-inch waterline (approx. 1,225-LF), and an ALP Update.

A follow-on project consisted of the design of an extension of the existing Tuolumne Utilities District (TUD) water main to provide for a looped fire protection system at the airport.

Stantec, in association with Coffman Associates, completed preparation of an Airport Master Plan for Pine Mountain Lake Airport.

### Reno Stead Airport West Flight Line Taxilanes; Reno, Nevada



Stantec provided professional services for the planning and design for new taxilanes and hangars at the Reno Stead Airport. The project included six lanes of two separate hangar bays served by three taxilanes as feeders and two perpendicular connectors. Site constraints included drainage features on the east and west side, the Stead solvent site remediation areas on the east side, utility extensions, and relocation of the access road to the Army National Guard site. The most demanding constraints were the drainage features. The area is part of a drainage basin that has significant 100-year event flows.

### H.A. Clark Memorial Field Airport; Williams, Arizona

The Stantec's aviation team has significant experience at H.A. Clark Memorial Field through our on-call contracts with the City of Williams. These projects demonstrate the breadth of our services, as well as our ability to meet deadlines and manage budgets. Some of those projects include:

#### Commercial Apron Crack Repairs

This project involved rehabilitation of the original 11,000-square yard commercial apron



and crack repair portions of the fuel apron. The work included strengthening of the pavements by 3-inch milling and 3-inch overlay after 10,900-LF of crack repairs and the installation of stress absorbing membrane. Stantec also replace all pavement markings.

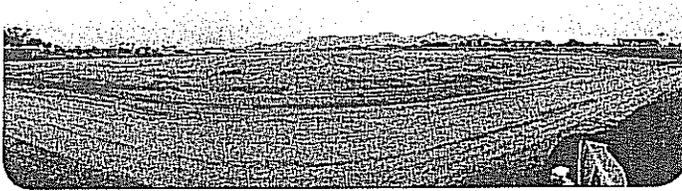
### Design and Construct Airport Perimeter Road

Under the on-call services agreement, Stantec was contracted by the City of Williams to provide design and construction administration services for the construction of an airport perimeter road (approximately 18,000-linear feet in length).

### Stantec General Services To H.A. Clark Memorial Field

In the past 20 years, Stantec has provided H.A. Clark Memorial Field with airport planning, engineering, construction administration, and management services for airport development including General Aviation Apron Reconstruction and Expansion, AWOS and PAPI Upgrades, Drainage Master Study, Fire Suppression System Upgrade Study, Runway and Taxiway Extension projects, as well as working with the City to support new hangar development.

### Scottsdale Airport Runway Safety Area; Scottsdale, Arizona



Stantec provided construction administration services for the Runway Safety Area (RSA) Improvements for Runway 3 at Scottsdale Airport in 2013. These improvements included erosion control mitigation consisting of the drainage basin located in the Runway 3 Safety Area. This allowed expansion of the Safety Area to the extent practical and increased the capacity of the drainage basin by approximately 2-acre feet.

Since the project involved work in the RSA, much of the construction was performed during night closures to allow the airport to maintain flight operations during the day.

### Laughlin/Bullhead International Airport; Bullhead City, Arizona

Stantec has performed numerous projects for Laughlin/Bullhead International Airport over the years. These projects include the following contracts.

#### Runway 16-34 Threshold Relocation and Runway Shift

Stantec was retained to provide engineering, design, construction administration, and inspection services for the rehabilitation of Runway 16-34, safety area

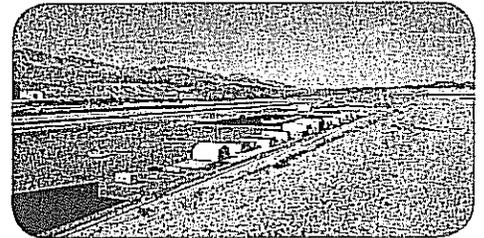
improvements, signage, and lighting upgrades at Laughlin/Bullhead International Airport. The project consisted of shifting the 7,500-foot long runway, including the threshold, 500 feet south of its original location to ensure safety area compliance.



The existing pavement was milled out (removed) and replaced with new bituminous pavement. Other project elements included grading, installation of pipe for drainage, runway and taxiway markings, airfield lighting, signage, and visual NAVAIDS replacement/relocation.

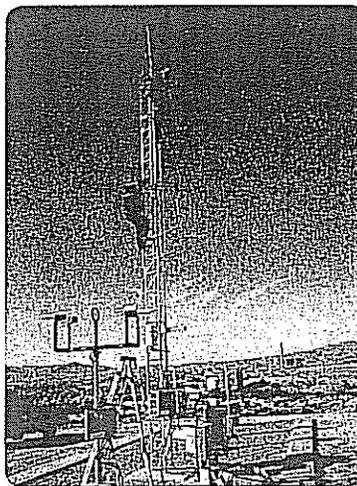
### Aircraft Parking Apron, Access Road, and Parking Lot Rehabilitation

Under an On-Call contract with the Mohave County Airport Authority (MCAA), Stantec



provided engineering design, construction administration, and inspection services for the rehabilitation of the general aviation parking apron, airport and apron access roads, rehabilitation and expansion of the airport parking lot, and construction of Taxiway A5. The project consisted of crack repair/sealing of the aircraft parking apron and access road; rehabilitation and realignment of the airport access road; rehabilitation and expansion of the airport parking lot from 94 to 365 parking spaces to accommodate increased traffic; and construction of a new connector taxiway (approx. 350-foot x 50-foot) meeting ADG III standards. The new connector will alleviate conflicts between aircraft taxiing on Taxiway A. The project included significant drainage design elements to remediate potential drainage issues.

### Automated Weather Observing System (AWOS)



Stantec provided design and construction administration services for the installation of an AWOS at Laughlin/Bullhead International Airport. The project included a site selection study to determine if the location selected for the AWOS complied with FAA siting criteria. The AWOS unit designed for the airport was

an AWOS III P/T which, in addition to standard weather sensors, provides both lightning and thunderstorm sensing and reporting capability. Rather than have data from the sensor system transmitted to a computer processing unit, a UHF transmitter was provided to transmit the data to both the ATC and the terminal receivers. Installation of the AWOS may also allow the application of lower visibility and ceiling minimums due to the availability of local altimeter settings.

## Experience with FAA Funded Projects

Nearly all aviation projects that have been completed by our firm have included the use of FAA and state grant funds. Our project team's knowledge and experience with FAA, and state procedures and standards, will ensure that the airport development projects are completed within development guidelines. Our staff often serves as an extension of the airport's staff in the preparation and administration of FAA and state grants, as well as with project close out documents.

We have established a close working relationship with the Western Pacific Region of the FAA, which allows for close coordination during all phases of a project from planning through to final construction.

The Stantec Team has extensive knowledge of FAA policies, procedures, regulations, and requirements. Our team members remain up-to-date on all FAA Advisory Circulars that outline federal requirements. Furthermore, we also stay up-to-date with new federal legislative, regulatory, and policy changes that may affect airport development as they occur.

Stantec's airport electrical engineers are recognized for their expertise and experience in airfield lighting, electrical vault design/upgrade, approach lighting systems, NAVAIDs, and airfield lighting control and monitoring systems. And we don't stop there. We've assisted in the update and revisions of various FAA Advisory Circulars pertaining to airfield electrical design standards, and have provided similar services to US Department of Defense officials in related military design manuals, design circulars, and airfield lighting circulars.

# Familiarity with Turlock

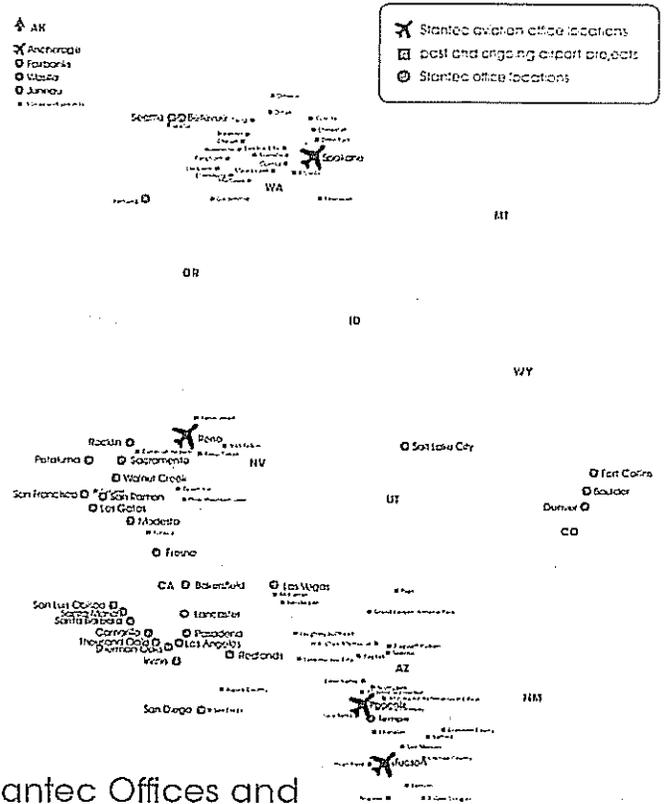
Stantec's relationship with the City of Turlock and their airport management group, Turlock Regional Aviation Association (TRAA), dates back to 2005 when Stantec was selected to provide airport engineering services for the Turlock Municipal Airport. Since then Stantec has

been proud to partner with the City and TRAA on the airport improvement projects previously mentioned in our proposal.

Most recently, Stantec prepared a report for the City and the FAA addressing the use of airport property to help generate revenue for the airport. The report identified airport property that could support non-aeronautical activities such as agricultural uses, as well as equipment storage. While agricultural uses are still being considered by the FAA, the City has obtained concurrence from the FAA for the interim use of an area within the airport property identified for equipment storage. Such storage could potentially add significant revenue to the airport for maintenance and development.

We have been in contact with the City and TRAA on a continuous basis and have provided input on the airport's development, as well as the ACIP, so we are very familiar with the proposed projects as outlined.

Our familiarity with the geographic area, and location of the proposed projects and our prior experience working with the City on Turlock Municipal Airport projects, makes us well suited to provide the City with the requested services.



Stantec Offices and Aviation Projects (Western US)

# Professional Qualifications of Key Personnel

Stantec's Aviation group includes more than 75 full-time aviation professionals, including experts in planning, engineering, architecture, and construction administration.

## Organization Chart

The organization chart on the following page illustrates our team's structure by role, key individual, and task. The organization was created to serve all of the City's needs.

## The Stantec Team

The Stantec team brings together a group of aviation professionals and support staff who are capable of providing the City of Turlock and TRAA with the planning, project management, engineering design capability, quality control, and construction management services the City is seeking for the performance of the tasks referenced in the Request for Qualifications. This team is led by Mark Koester, PE, Principal-In-Charge, who is authorized to negotiate contract terms and render binding decisions. Mark will be assisted by Joe Mactutis, located in our Reno, Nevada office, during design and by Dave Carr, located in our Rocklin, California office, who will provide construction support services during construction.



# Our Partners

Although Stantec is a diversified company with many capabilities, there are occasions when we find it beneficial to supplement our staff's efforts with those of subconsultants. This may be as a result of specialized requirements of a particular project, expertise and knowledge offered by a particular firm or individual, or the need to provide the services of a firm or individual in meeting the requirements of a Disadvantaged Business Enterprise (DBE). The following firms have been added to our team to provide additional support for projects at the Turlock Municipal Airport because of their experience and expertise working on projects similar to those identified in the City's Request for Qualifications. Other services, such as geotechnical, will be added as project requirements are established.

## Coffman Associates



Coffman Associates (Coffman) was founded in March 1979 as a professional consulting firm specializing exclusively in airport planning. This specialization has allowed them to concentrate their knowledge, experience, technology, and capabilities on the details of airport and aviation needs as well as the most beneficial solutions to today's problems and tomorrow's challenges. The proper application of Coffman's capabilities on any assignment will result in benefits to clients that more than pay the costs of planning and their services.

Coffman has continuously built upon their capabilities and experience in undertaking larger and more complex assignments. Some of these assignments were the result of the previous reputation established by senior staff members prior to the organization of the firm. Today more than 70% of past clients have hired Coffman Associates firm again. 60% of the clients who hired Coffman a second time have also hired them a third time. These statistics do not include their continuing advisory and FAA coordination services to every client, which are provided at no fee. Since 1979, Coffman's project listing has grown to more than 800 separate assignments, all successfully completed to the absolute satisfaction of their clients.

### Relevant Project Experience

- Pine Mountain Lake Airport Master Plan, Groveland, California
- Redding Municipal Airport Master Plan; Redding, California
- Modesto City - County Airport Master Plan Update, Modesto, California
- San Luis Obispo County Regional Airport Master Plan Update; San Luis Obispo County, California
- Palm Springs International Airport; Palm Springs, California

- Laughlin/Bullhead International Airport – Environmental Assessment for a 1,000 foot Runway Extension; Bullhead City, Arizona
- H.A. Clark Memorial Field – Airport Master Plan Update, Williams, Arizona

## NorthStar Engineering



NorthStar Engineering Group, Inc. (NorthStar) was founded in 2002 and employs a staff of 26 full time professionals (five licensed Professional Engineers, four licensed Land Surveyors, and a support staff of 18) under the direction of five working principals. NorthStar is a California corporation and a California Registered Small Business, and performs all services out of one office located in downtown Modesto. NorthStar has established a stellar list of successful projects and loyal clients throughout California. Our staff is committed to client satisfaction and dedicated to providing our clients with quality and value. We have become leaders in our industry and our community by providing innovative solutions and value for our clients. Our teamwork philosophy and industry experience allows us to provide our clients with a unique combination of professional benefits and exceptional service for the following disciplines: Civil Engineering, Land Planning, and Land Surveying.

### Relevant Project Experience

- City of Modesto Airport Tree Obstruction Survey
- Modesto Northwest Terminal Apron Reconstruction
- City of Oakdale Airport Survey
- Stockton Metropolitan Airport, General Aviation Apron and Tee Hanger Taxiway Reconstruction
- Travis Air Force Base, Parking Aprons
- Stockton Metropolitan Airport Runway Overlay and Extension
- Phoenix Skyharbor Runway Reconstruction
- Salt Lake City Airport, Miscellaneous Taxiway Projects
- Castle Air Force Base, Runway Reconstruction
- El Toro Marine Base Parking Apron
- Camp Pendleton Parking Apron
- Sacramento Airport Runway Reconstruction
- McClellan Air Force Base, Runway Reconstruction
- Tustin Marine Base, Parking Apron
- El Centro Naval Air Station, Parking Apron
- San Clemente Naval Air Station, Shore Bombardment Observation Post
- Point Mugu Taxiways
- Indian Springs Naval Air Station, Runway Extension

# Scheduling & Budgets — Ability to Meet Schedules and Keep Work Within Budgets

Our Aviation Group and support staff has the capacity to accept substantial new engagements at this time and we are available to begin work immediately upon notice to proceed. Our team members' time commitments to current projects are such that we can give top priority to projects as they are identified.

Time is money, especially for today's aviation industry. Airport owners and operators make enormous commitments in capital, staff, and equipment based on preliminary project and construction schedules. Accordingly, it is paramount to closely monitor all aspects of a project constantly to maintain established schedule milestones. On each assignment, Stantec implements established procedures to maintain the project schedule, provide quality control of project documents, and deliver cost-effective design and construction services.

Stantec's Project Manager ensures that the work product is delivered on-time by planning, scheduling, and tracking each project phase and its relationship to the overall time constraints of the project. Project monitoring reviews current progress and simultaneously assesses the project's schedule status.

Stantec uses comprehensive real-time project scheduling software and internal computerized budgeting software to constantly update expended fees and percentage complete statuses. If challenges arise, these tools provide quick alterations to keep the project on track. Stantec has the depth of staff to meet the project's schedule requirements and we can provide resource flexibility over the life of the program.

This is evidenced by the number of repeat clients that Stantec has provided engineering services to for the past 25 years.

## Our Clients

We at Stantec take great pride in conducting our business in a professional manner and with an emphasis on customer satisfaction. We invite you to contact the following individuals for confirmation of Stantec's reputation for quality service, responsiveness to client needs, and the timely completion of similar projects.

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### Harrison Gibbs, Vice President

Turlock Regional Aviation Association, Turlock Airport  
805 Country Club Circle  
Ripon, CA 95366  
(209) 985-2441  
harrisongibbs@gmail.com

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### Brandon Buchanan, City Manager

City of Williams  
113 South 1st Street  
Williams, AZ 86046  
(928) 635-4451  
bbuchanan@williamsAZ.gov

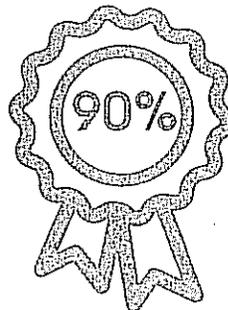
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### Jeremy Keating, Airport Director

Mohave County Airport Authority  
2550 Laughlin View Drive, Suite  
Bullhead City, AZ 86429  
(928) 754-2134  
jkeating@laughlinbullheadintlairport.com

## Our Interest

Stantec is very interested in continuing to provide our expertise and services to the City of Turlock as needed and to support continued development of Turlock Municipal Airport as funding becomes available.



of Stantec's  
Airport clients  
are repeat  
customers...  
some with  
over 20 years  
of continuous  
service.

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Mark is a Principal in the Airports Sector and has over 35 years of airport consulting experience. He is responsible for many of the aviation projects undertaken in the US West. His experience includes design of runways, taxiways, and aprons; rural highways and urban arterial streets; storm water hydrology and hydraulic systems; and utilities. Mark is also responsible for project management, design elements, and the constructability for airport designs and construction projects.

Mark has extensive experience working with clients and contractors to successfully complete projects in Air Operations Areas (AOAs), and has a full knowledge of FAA regulations, programs, policies and requirements. He has worked at over 30 airport facilities in the United States, Canada, the South Pacific, and the eastern Caribbean.

#### EDUCATION

Airport Planning and Design Workshop, University of California, Berkeley, California, 1994

BS, Civil Engineering, Colorado State University, Fort Collins, Colorado, 1978

#### REGISTRATIONS

Professional Engineer #C45886, State of California

Professional Engineer #22520, State of Arizona

Professional Engineer #22363, State of Colorado

#### MEMBERSHIPS

Member Representative, Society of American Military Engineers, Phoenix Post

Corporate Representative, American Association of Airport Executives and SWAAAE

Executive Member, Airport Consultants Council

Corporate Member, Arizona Airports Association

#### PROJECT EXPERIENCE

##### **Airport Terminal Planning and Design**

Laughlin/Bullhead International Airport Terminal Renovation, Bullhead City, Arizona (Principal)

*Rehabilitation and expansion program included the modification of the existing terminal building to upgrade the facility. The programmed changes consisted of conversion to in-line baggage screening, ticket/arrivals lobby remodel, TSA security checkpoint relocation and 5,100-foot expansion, and rental car counter relocation using federal funds.*

Crown Point International Airport - Terminal Addition and Apron Expansion, Tobago, Trinidad (Project Manager)

*The Crown Point International Airport will be modified and expanded to facilitate the increase in passenger traffic to the island. The modifications will incorporate the serene tropical ambience of the island doubling its size with first class facilities and state-of-the-art navigational aides.*

Phoenix Sky Harbor International Airport - West Terminal Development Study, Phoenix, Arizona (Principal)

*Work entailed the research, coordination, and preparation of the current inventory of utilities and infrastructure within the West Terminal Development Study corridor. This work included the verification of existing facilities with local and airport utility companies, as well as the FAA. Services provided include a level of magnitude cost estimate, review of the construction phasing plan and schedule, and assistance in the preparation of final contract documents.*

# Mark T. Koester PE

Principal, Transportation (Aviation)

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## Airports & Aviation

Papua New Guinea Greenfield Airport, Papua New Guinea (Senior Airport Engineer)

*Performing expert airport design oversight for a \$400 million USD greenfield airport in Papua New Guinea. This airport is being designed to serve one of the largest aircraft in the world, an Antonov AN - 124, and will include a new ILS Category I, 3200-meter runway capable of supporting this aircraft. It also includes runway end turnarounds, a connector taxiway, and apron sized to fit. Besides the airfield, which will cost in excess of \$200 million USD, the project also includes a terminal building, ARFF building, fueling facilities, entrance road and internal roadway network, and security fencing/measures, as well as all utilities necessary to operate the airport.*

Port of Oakland Midfield Aircraft Parking Apron, Oakland, California (Project Manager)

*Provided the design and construction support services for the development of a Remain Overnight (R.O.N.) Aircraft Parking Apron at Oakland International Airport. The Portland Cement Concrete (PCC) Apron covers an area of approximately 209,500 sf and is composed of a 15" PCC Pavement section on top of cement treated base and taxiway asphalt pavement mill and repave, conforming to the FAA specifications for P-501 and P-401 pavement and P-304 base. Other project features include storm drain pipe system, storm water pumping station, semi-flush taxiway edge lighting, apron lighting, 400Hz in-pavement power outlets, and pavement markings.*

Turlock Municipal Airport Rehabilitation and Perimeter Fence, Turlock, California (Project Manager)

*The project included services for the rehabilitation of various pavements and the installation of a perimeter fence, including civil and electrical engineering. Pavement rehabilitation included the airport's apron, taxiway, and runway. The perimeter fence was upgraded and/or replaced with a six-foot chain link fence. Also provided was a fire suppression system, including an 85,000-gallon water tank and fire pump system.*

San Diego International Airport - Commuter Terminal Apron, San Diego, California (Project Manager)

*Provided pavement consulting and design services for the Commuter Terminal Apron Reconstruction and Taxiway B Concrete Rehabilitation.*

*The project included evaluating Portland Cement Concrete Pavement (PCCP) distresses; design of new PCCP, PCC repairs including partial-depth spall repairs with quick cure materials, and grade adjustment of previous asphalt overlays within the Commuter Terminal Apron; reconstruction to PCCP of an overnight aircraft parking position E4; expansion of a trash compactor facility; and storm drainage repairs.*

Columbia Municipal Airport Taxiway "C" Extension and Waterline Relocation, Columbia, California (Project Manager)

*The County of Tuolumne retained Stantec to provide design for the extension of partial parallel Taxiway "C". The project consisted of a new 1,600 foot by 35 foot asphalt surfaced taxiway, as well as relocation of an 8-inch waterline within the vicinity of the taxiway. In addition, Stantec provided full time construction administrative and inspection services, as well as FAA coordination.*

Laughlin/Bullhead International Airport - Runway Widening and Overlay (Phase V) Terminal, Bullhead City, Arizona (Project Manager)

*Design and construction phase services for the widening of Runway 16-34 (7,500' x 100') to a 150-foot width during active airport operations and planned closures. Other improvements constructed were the relocation of the MIREL system, erosion control, new airport rotating beacon, and miscellaneous security fencing improvements at the terminal.*

Lake Havasu Airport - Runway and Taxiway Extensions, Lake Havasu, Arizona (Principal)

*Designed and prepared contract documents for runway (500' x 100'); taxiway extension (2,500' x 50'); and drainage retention basin (1,000' x 100'), drainage structures and piping. Earthwork involved 800,000 yd<sup>3</sup>. Structural upgrades of existing 5,500-foot runway and taxiway soil cement shoulder regrading and associated lighting.*

\* denotes projects completed with other firms

# Mark T. Koester PE

Principal, Transportation (Aviation)

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Laughlin/Bullhead International Airport - Phase 1 and 2, Eastside Improvements, and Air Traffic Control Tower, Bullhead City, Arizona (Project Manager)

*This project involved the design and construction administration of a completely new air carrier airport. Design and construction administration for grading of nearly 6,000,000 yd<sup>3</sup> of earthwork, a 150-foot wide by 7,500-foot long runway with a full length 75-foot wide parallel taxiway, NAVAIDS (PAPI, wind cone, segmented circle, REILs, fixed distance marking, lighting, guidance signs) and 26,000 sq. yd. of Portland Cement Concrete Pavement (PCCP) aircraft parking apron for Design Group III aircraft. Landside elements included 100-vehicle parking facility; site civil for Terminal 1; and the new ARFF buildings, access roadway, and electrical vault.*

Tucson International Airport: Terminal Apron Expansion, Tucson, Arizona (Project Manager – Study / Principal)

*The project involved the reconstruction of 182,000 square yards of structural Portland Cement Concrete Pavement (PCCP) to correct pavement distress, extend the pavement service life and to resolve/enhance drainage issues for the airfield pavement in proximity to the terminal Concourses A and B. Additional work includes; SIDA Gate reconstruction, airfield drainage, apron utility modifications, 400 Hz power system modifications, hydrant fuel system modifications and a fuel truck loading facility to include lighting, fencing, and a blast wall.*

*The Main Terminal Apron Reconstruction was designed and documented in a master set of construction documents (denoted as Part A) that demonstrates the design intent of the entire project. Deliverables included technical specifications, Engineer's Design Report, construction plans, Engineer's Opinion of Probable Construction Cost, and master phasing plan. A second package was developed at the end of the Part A effort to provide construction documentation and detailing of the construction work area that was suitable for Construction Manager at Risk (CMAR) implementation for the first year's construction. This package was denoted as Part B and was dependent on available grant funding for the upcoming federal fiscal year (2012 and 2013). The total project is estimated at \$43.5 million.*

*Key Issues:*

- 1. Work packaged in 23 separate phases.*
- 2. Only two gates out-of-service at a time (12 Work Zones)*
- 3. Constructing 2 GMP's concurrently.*

Phoenix Sky Harbor International Airport - Taxiway D Reconstruction at S2 Concourse, Phoenix, Arizona (Project Manager)

*Design, construction administration, and inspection services for this \$8 million, 24-hours a day, seven days per week, fast track project. The reconstruction of this project and two connector taxiways with Taxiway E included 30,000 sy of 18-inch and 19½ inches of Portland Cement Concrete Pavement (PCCP), asphaltic pavement shoulders, new edge lighting, and illuminated signage for 1,550 linear feet of taxiway in 60 accelerated days.*

Phoenix Sky Harbor International Airport - S2 Concourse Apron Development and Hydrant Fueling System, Phoenix, Arizona (Project Manager)

*Civil design services for the Terminal 4 - Concourse S2 site/apron development and hydrant fueling system. Services included an existing utility analysis, evaluating service connections for the new concourse, and site/apron grading within the existing elevation constraints. The project included 8" waterline loop, sanitary sewer, storm drain, mass grading, 41,400 sy of 18" and 19-1/2" of PCCP apron, asphalt pavement for shoulders and service road, and a 12" jet fuel hydrant system for refueling eight aircraft.*

Tucson International Airport: Reconstruction of Runway 3-21 and Taxiway Reconstruction, Tucson, Arizona (Principal)

*This rehabilitation project restored the airfield pavement surface to correct pavement distress, extend the pavement's service life, and resolve drainage issues. Stantec provided design and construction administration and inspection services associated with runway and taxiway reconstruction. Runway 3-21 included milling and replacing 3 inches of asphalt pavement (approximately 117,000 SY), removal and replacement of a 25-foot asphalt shoulder to a depth of 3 inches (approximately 33,700 SY), and replacement of 25-foot erosion control to a depth of 2 inches (approximately 35,200 SY); as well as elevated and in-pavement edge light adjustments, grooving, pavement marking, relocation of culvert pipes beyond the Runway Safety Area, and the reconstruction of Taxiway A2 (approximately 10,000 SY). The taxiway reconstruction task included milling and replacing 4 inches of asphalt pavement for portions of Taxiways A, A7, A10, D, and the Air freight connector. Stantec also designed and oversaw the reconstruction of 4 inches of asphalt pavement for the General Aviation Customs apron (approximately 220,000 SY).*

\* denotes projects completed with other firms

# Mark T. Koester PE

Principal, Transportation (Aviation)

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*The contractor had over 8,000 man hours in one month utilizing 2 - 12 hour shifts and multiple disciplines work over many locations of the airfield.*

*The contractor had over 8,000 man hours in one month utilizing 2 - 12 hour shifts and multiple disciplines work over many locations of the airfield.*

*Work included a 30 day runway closure of the cross-wind runway and a temporary displaced threshold of the main runway.*

## Tucson International Airport Terminal Apron Expansion, Tucson, Arizona (Principal)

*An \$8 million expansion of the commercial aircraft parking apron at Tucson International Airport. The project included the addition of 52,000 square yards of Portland Cement Concrete Pavement (PCCP) for aircraft maneuvering on the east end of the existing terminal ramp, re-alignment of the service road between the terminal and air freight complex, and enhanced security fencing and other improvements.*

## Reno Stead Airport, Taxiway E, Reno, Nevada (Project Manager)

*Provided design services for the south extension of Taxiway "E" (50' x 4800').*

## Winnipeg International Airport - Runway 13/31 Rehabilitation, Winnipeg, Manitoba (Project Consultant)

*Assisted in the detailed design of the 7,000 foot runway reconstruction, including pavement rehabilitation, pavement markings, opinions of probable cost and review of alternative runway alignment.*

## Tucson International Airport, Rehab a Portion of Runway 11L-29R, Tucson, Arizona (Principal)

*This rehabilitation project restored the airfield pavement surface to correct pavement distress and extend the pavement's service life. Stantec provided design and construction administration and inspection services associated with runway reconstruction. Runway 11L-29R included milling and replacing 3 inches of asphalt pavement (approximately 13,500 SY) of the center section from the 11L threshold, approximately 40 feet wide for approximately 3,000 linear feet.*

*Work included a three day shutdown of the main runway that accommodated the placement of temporary pavement airfield marking. This work came in under budget at \$462,000.*

## Deer Valley Airport, Runway and Taxiway Safety Area Enhancements, Phoenix, Arizona (Principal/Engineer of Record)

*This project involved the regrading of the airfield infields to correct the infield slopes and grades and resolve drainage issues within the runway and taxiway safety areas.*

*Project design elements of work include; Evaluation of the existing runway and taxiway safety areas, Drainage analysis of the existing system and of the designed system, Regrade the infields to meet FAA criteria, Provide an enhanced grading and drainage plan for the airport, Provide airfield light, sign and physical structures adjustments, Coordinate with previous electrical projects, Modify plans for subsequent project construction to the plan completion, Placing a graded rock to provide a "stabilized" infield surface.*

*Stantec completed this project early and under budget. This work is estimated at \$16.5 mil.*

## Phoenix Sky Harbor International Airport Security Checkpoint Development and Expansion Projects - T2, T3, and T4, Phoenix, Arizona (Civil Project Manager)

*Provided Civil design services for the Security Checkpoint Development and Expansion Projects for the Phoenix Sky Harbor International Airport. This includes development and expansion of the existing facilities to improve the capacity, efficiency and reduce the wait time for the passenger security screening facilities for the entire airport.*

*These projects included the Civil site work for a passenger screening facilities including grading, drainage, paving, utility conflict resolution and geotechnical evaluation.*

*A major coordination issue was to provide a corridor, design around and include components of the Automated Train Facilities, by others, so the infrastructure was either in place to minimize future redesign or included within the design of both facilities.*

*Two critical issues within this project were the utility impacts and conflicts and working around, above and within high traffic areas.*

*Stantec utilized the current inventory of utilities and infrastructure to evaluate and resolve any and all conflicts and impacts. This work included the verification of existing facilities with local and airport utility companies as well as the FAA. It was determined that this project impacted many critical airport utilities and required the relocation of numerous existing utilities.*

\* denotes projects completed with other firms

# Mark T. Koester PE

Principal, Transportation (Aviation)

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## Phoenix Sky Harbor International Airport - N1 Concourse Apron and Hydrant Fuel System, Phoenix, Arizona (Project Manager)

*This project consisted of approximately 49,000 sq. yd. of a new Portland Cement Concrete Pavement (PCCP) aircraft parking apron and hydrant fueling system to serve the new 14-gate, N1 Concourse at Terminal 4. The design included demolition and utility relocation documents; earthworks grading and drainage improvements; paving and electrical lighting plans; construction phasing and staging documentation/coordination; and final construction documents and cost estimates.*

## Phoenix Sky Harbor International Airport - S2 Concourse Apron Development and Hydrant Fueling System, Phoenix, Arizona (Project Manager)

*Managed the civil design services for the Terminal 4 - Concourse S2 site/apron development and hydrant fueling system for this project. Services included an existing utility analysis and evaluating service connections for the new concourse and site/apron grading within the existing elevation constraints.*

## Williams Gateway Airport - Taxiway B Extension (Taxiway V to H), Mesa, Arizona (Principal-in-Charge)

*Mr. Koester served as Principal-in-Charge for this project in which Stantec provided design and construction inspection services to the Williams Gateway Airport Authority for the construction of a 75-foot by 1,500-foot Portland cement concrete (PCC) taxiway extension of Taxiway B from Taxiway V northwest to Taxiway G. The project also included construction of the storm drainage outfall system. The taxiway was designed to accommodate Boeing 777 aircraft and included paving, grading, drainage, pavement markings, and medium intensity taxiway lights (MITL).*

## H.A. Clark Memorial Field - Airport Rescue and Fire Fighting Vehicle and Building, Williams, Arizona (Principal)

*Reviewed the vehicle selection and building requirements. This resulted in a set of specifications for a small rapid response vehicle, which could respond to an aircraft accident on the airport within three minutes, and can provide both fire fighting and passenger rescue capability.*

## Chandler Municipal Airport - New Parallel Runway and Taxiway System, Chandler, Arizona (Project Manager)

*Led the team through a variety of challenges in the design and construction administration of this project. Specific components were the design and construction administration of a parallel runway (4,850' x 75') with a parallel Taxiway "B" (2,350' x 40'), parallel Taxiway "C" (4,850' x 40'), 10 connecting taxiways, marking, PAPI, NAVAIDS, MIRL, taxiway lighting systems, electrical vault and emergency generator, beacon, fencing, and guidance signs. Included in the project were several Portland Cement Concrete (PCC) hangar access taxi lanes with underground utilities for the hangars, airport perimeter road, NDB, AWOS, security gates, MITL, and miscellaneous drainage provisions.*

## Grand Canyon National Park - Airport Lighting and Signage Upgrade, Tusayan, Arizona (Project Manager)

*Provided design and construction phase services for the complete replacement of the Medium Intensity Runway Lighting (MIRL) system, reconstruction of the electrical vault for the airfield, installation of approximately 24 new taxiway guidance signs, and replacement of the diesel powered generator system. The airport is the second busiest airport in Arizona during the summer months.*

## Benson Municipal Airport, Benson, Arizona (Principal)

*Design and construction administration services for the construction of the first "new" airport in Arizona since 1959. The airport consists of a paved and lighted 4,000-foot by 75-foot runway with runway end identifier lights and precision approach path indicators. The airport also has a parking apron with 21 tie-down spaces and is completely fenced. The Arizona Department of Transportation - Aeronautics Division recognized the Benson Municipal Airport as the "2000 Arizona Airport of the Year".*

\* denotes projects completed with other firms

# Mark T. Koester PE

Principal, Transportation (Aviation)

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## **Pavement Maintenance / Rehabilitation**

Phoenix Sky Harbor International Airport - Pavement Management Program, Phoenix, Arizona (Principal)

*This project consisted of a pavement inventory (records review) for over 8,000,000 sq. ft. of asphaltic concrete pavements, including air traffic analysis. The completed Pavement Management Plan (PMP) satisfied the requirements of the FAA, and provided a baseline of information for future pavement maintenance and reconstruction programs, including construction cost estimates and remaining life analysis. The results also provided a strong foundation for scheduling conversion or reconstruction of all airside pavements to Portland Cement Concrete (PCC) over the next decade.*

Reno/Tahoe International and Reno-Stead Airports - Pavement Management Program, Nevada (Principal)

*Reviewed existing documents, drawings, files, and as-built surveys to re-establish baseline data. Conducted both cursory and detailed pavement inspections to validate existing condition and identify seriously distressed areas for replacement or immediate repair. Updated the CAD files and MicroPAVER databases (including GIS links) for each airport with data collected. Created a separate MicroPAVER database and GIS link to display slab by slab condition. Updated the overall Pavement Management Program (PMP) for each airport, including revised maintenance and reconstruction strategies, construction cost estimates, and schedule for implementation.*

Phoenix Sky Harbor International Airport - Runway Reconstruction (8R/26L), Phoenix, Arizona (Project Manager)

*Project manager for this project, which included the reconstruction of the center 96 feet of Runway 8R-26L (10,300' x 150'), reconstruction of high-speed exit centerline lighting, and reconstruction of the west threshold.*

Phoenix Sky Harbor International Airport - Runway Reconstruction (8L/26R), Phoenix, Arizona (Project Manager)

*Project manager for the reconstruction and overlay of the 11,000' x 150' Runway 8L-26R, 75' x 3,150' Taxiway B, new construction of a 9-acre holding apron adjacent to Runway 8L, 2 high-speed exits, and blastfence.*

Phoenix Sky Harbor International Airport - Pavement Reconstruction Program Management, Phoenix, Arizona (Principal)

*Project principal for an airfield pavement reconstruction program. This program included the development of design and construction schedules and phasing, standard construction specifications, organizing and chairing a working group of representatives from airlines, airport operations, ATCT, FAA, airport engineering, properties, and more, to establish replacement priority and phasing for reconstructing more than one million square yards of existing AC pavement to Portland Cement Concrete Pavement (PCCP).*

\* denotes projects completed with other firms

# William C. Harvey

Associate, Transportation (Aviation)



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Bill joined Stantec after serving nine years as Airport Program Manager with the Arizona Department of Transportation (ADOT) Aeronautics Division. Prior to working at ADOT, he spent 18 years working for an aviation firm in the roles of sales and customer/client services administrator.

Bill's expertise in program management and customer relations, along with his knowledge of FAA and State organizations programs and processes, compliments the skill sets offered by Stantec and the Transportation (Aviation) group. He is committed to providing quality, cost effective services predicated on a thorough understanding of the client's goals, objectives and budget, and through the application of sound business decisions.

## EDUCATION

BA, Management, University of Phoenix, Phoenix, Arizona/US, 1997

## MEMBERSHIPS

Member, Association of California Airports

Member, Arizona Airports Association

Member, Nevada Airport Managers Association

Member, Colorado Airport Operators Association

Member, Utah Airport Operators Association

Member, New Mexico Airport Managers' Association

Member, American Association of Airport Executives

## PROJECT EXPERIENCE

### Airports & Aviation

Columbia Municipal Airport Taxiway "C" Extension and Waterline Relocation, Columbia, California  
*The County of Tuolumne retained Stantec to provide design for the extension of partial parallel Taxiway "C". The project consisted of a new 1,600 foot by 35 foot asphalt surfaced taxiway, as well as relocation of an 8-inch waterline within the vicinity of the taxiway. In addition, Stantec provided full time construction administrative and inspection services, as well as FAA coordination.*

Columbia Airport - Perimeter Road and Taxiway Extension Design, Columbia, California (Project Manager)

*Assumed project manager role when original project manager resigned from company. Provided coordination with subconsultants, federal, state and local agencies relative to environmental issues, completed Airport Layout Plan Update, provided contract and budget management and control, assisted client with presentations and oversaw preparation of final plans and specifications.*

Pine Mountain Lake Airport Master Plan, Groveland, California (Project Manager)

*Served as project manager and coordinated with federal, state and local agencies and sub consultants. Reviewed project deliverables and invoices to assure project remained within budget.*

Turlock Municipal Airport Rehabilitation and Perimeter Fence, Turlock, California

Greenlee County Airport - Parallel Taxiway, AWOS, and PAPI, Clifton, Arizona (Associate)

*Responsible for project administration including preparation of grant applications, reimbursement applications, coordination with FAA, FCC, and ADOT Aeronautics personnel; also provided contract and budget management as well as review of plans and specifications.*

Greenlee County Airport Master Plan, Clifton, Arizona (Associate)

*Assisted client with preparation of grant applications, ACIP program, and reimbursement applications. Bill also provided project administration and management; including, plans and specifications, and coordination with federal and state agencies.*

\* denotes projects completed with other firms

# William C. Harvey

Associate, Transportation (Aviation)

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Greenlee County Airport - Runway Turnaround Construction; Relocated Beacon, and Windcone, Clifton, Arizona (Associate)

*Provided construction administration for the construction of runway turnarounds; relocation of the airport beacon and windcone for Greenley County Airport.*

Laughlin/Bullhead International Airport - Apron & Terminal Holdroom Expansion, Bullhead City, Arizona (Associate)

*Prepared and reviewed project contracts, grant applications, reimbursement applications, and proposals. Provided budget control and project QA/QC. Project included architectural and engineering services for the design and construction of a 9,400-square-foot Remote Terminal Holdroom. This terminal addition is necessary to accommodate an increase in passenger enplanements and airline operations by providing a secure area for passengers to wait prior to their departure from the Airport.*

Phoenix Sky Harbor International Airport, Phoenix, Arizona (Associate)

*Responsible for various projects associated with the Phoenix Sky Harbor International Airport. Tasks include: contract/project administration, budget control, preparation of project proposals, and project management support.*

Nogales International Airport Master Plan Update, Nogales, Arizona (Associate)

*Performed project administration, served as assistant project manager, provided coordination with FAA and ADOT, grant administration, and ACIP development. Project included runway extension, apron expansion, and an updated master plan. The goal of the master plan update was to enable Santa Cruz County to make aviation investment plans and ensure that airport facilities remain viable in providing long-term aviation benefits to the community.*

Benson Municipal Airport - Parallel Taxiway & Taxilanes, Benson, Arizona (Associate)

*Provided contract and budget administration services as well as ACIP preparation and coordination. He also assisted with project management duties such as coordinating with FAA, ADOT, and other agencies. Stantec is provided the design and construction expertise necessary to develop Arizona's first new airport in 40 years.*

H.A. Clark Memorial Field - Safety Area Improvements, Williams, Arizona (Project Management)

*Provided project management support including preparation of plans and specifications, contracts and grant funding documents. Responsibilities included coordination with FAA and ADOT, project budget control, and project inspections.*

H.A. Clark Memorial Field, Williams, Arizona (Project Manager)

*Provided contract and project administration including preparation of federal and state grant applications and grant reimbursement requests. This included preparation of contracts, project work scopes, and fee proposals. He also assisted the client with preparation of annual Airport Capitol Improvement Program and project management support.*

Grand Canyon National Park Airport, Tusayan, Arizona (Project Coordinator)

*This project included runway, taxiway, apron reconstruction; water supply and treatment facility upgrade; and a fire protection system upgrade and it resulted in the need to prepare multiple FAA and State grant applications. It required extensive project administration relative to preparation of project documents, budget tracking, and grant reimbursement requests. Close coordination between the State, FAA, various consultants and contractors was required to ensure the work was being accomplished in accordance with all contracts, grant assurance and funding requirements. Project administration included establishing and maintaining a clear line of communication between the owner and the numerous participants to insure all project objectives were being met.*

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John is a jack of all trades in the engineering industry. He has found creative design solutions for airports, streets, highways, utilities, storm drainage, sanitary sewer, flood control structures, mass grading, pavements, and development projects across the western US, most notably for his clients in Nevada.

John's 39 years of diverse engineering experience include many years working with the Reno-Tahoe Airport Authority, the City of Reno, and the Regional Transportation Commission. He lends his leadership and project management expertise to transportation projects large and small, with the ultimate goal of improving the traveling experience for his community. In addition to managing a project's design elements, John spends time cultivating collaborative relationships with his clients, because he knows they depend on him to keep their schedule and budget intact and to make sure that communication and quality are always at the forefront of any activity.

#### EDUCATION

BS, Civil Engineering, University of Nevada, Reno, Nevada, 1975

#### REGISTRATIONS

Professional Engineer #30991, State of California

Professional Land Surveyor #30991, State of California

Professional Engineer #5498, State of Nevada

Registered Water Rights Surveyor #642, State of Nevada

#### MEMBERSHIPS

Member, Associated General Contractors of America, Inc.

Member and Past President (1998-1999), Truckee Meadows Branch, American Society of Civil Engineers

Member and Past President (2003), Nevada Chapter, American Public Works Association

Member, National Society of Professional Engineers

#### AWARDS

2011 Civil Engineer of the Year, American Society of Civil Engineers (ASCE)

#### PROJECT EXPERIENCE

##### **Airports & Aviation**

Reno-Tahoe International Airport Landside Pavement Repairs and Rehabilitation, Reno, Nevada (Project Manager)

*Responsible for several pavement repair and rehabilitation projects at Reno-Tahoe International Airport. Projects have included parking lots, access roads, and the terminal loop road. Work involved crack sealing, patching, reconstructed pavements, new asphalt pavement, and minor curb and gutter replacement.*

Reno-Tahoe International Airport Taxiway Q Rehabilitation, Reno, Nevada (Project Manager)

*Responsible for preliminary and final design on this runway rehabilitation which consisted of 162,000 square feet of Portland concrete cement. The scope of work included geometric design; layout; grading; plan and profiles; paving design; demolition; jointing plan; phasing/staging/construction access plans; and rectifying drainage problems within an infield area.*

Reno-Tahoe International Airport Runway Safety Area Improvements, Reno, Nevada (Project Manager)

*Mr. Welsh was responsible for this project to provide areas clear of obstacles adjacent to runways. Design work involved relocating perimeter road fencing, a parking lot, and buildings, runway lighting modifications; installation of new culverts and extending existing culverts; regrading on the south end of runway 16R/34L; and miscellaneous repairs within the safety areas. The project scope included topographic surveys, boundary survey, legal documents, property acquisition, geotechnical investigation, pavement design, utility location and relocation, civil design, electrical design, environmental permitting, construction document preparation, bidding, construction support, and project closeout.*

# John J. Welsh PE

Quality Assurance/Quality Control

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## Reno Stead Airport West Flight Line Taxilanes, Reno, Nevada (Project Manager)

*Mr. Welsh was responsible for this airport improvement project which included six lanes of two separate hangar bays served by three feeders and two perpendicular connectors. Stantec provided a full range of services including planning, civil engineering, utilities, geotechnical investigations, surveying, hydrology/hydraulics, plans and specifications, bid documents, and all FAA reports and documentation. Drainage issues were a major challenge as the area is part of a larger drainage basin with significant 100-year event flows.*

## Reno Stead Airport, Taxiway E, Reno, Nevada (Project Manager)

*Project manager for the south extension of Taxiway E (50' x 4,800'). The project included 26 inches of crushed aggregate base and 4 inches of plantmix bituminous pavement. The scope of work included design, geotechnical investigation, surveying, grading and drainage, striping, bidding, and construction phase services.*

## Reno Airports Pavement Management, Reno, Nevada (Project Manager)

*Mr. Welsh provided pavement management and pavement maintenance program services for all airside and landside pavements at both Reno-Tahoe International and Reno-Stead airports. The Pavement Management Program (PMP) was updated including cursory and detailed pavement inspections, updating CAD and MicroPAVER databases, creating a new MicroPAVER database and GIS link, and updating the overall PMP for each airport including revised maintenance and reconstruction strategies, cost estimates, and schedules for implementation.*

## Reno-Tahoe International Airport Airside Pavement Repairs and Rehabilitation, Reno, Nevada (Project Manager)

*Mr. Welsh was responsible for multiple projects to repair pavements around various areas of the airport. Repair work included joint and crack sealing, patching partial depth PCC panels, PCC panel full replacement, and spall repairs on runways, taxiways, and aprons.*

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Joe specializes in roadways and pavement engineering/management. He has been responsible for several pavement management system implementations including field data collection coordination, project management, training, and council presentations. He has performed pavement engineering activities including field evaluations, Falling Weight Deflectometer testing and back-calculation, forensic investigations, pavement rehabilitation strategy selections, and pavement thickness design. Joe has taken part in several research projects involving pavement materials, construction alternative selection, and weigh-in-motion instrumentation. He is skilled in Highway Capacity Software, Synchro, PAS-5, EVERCALC, EVERFE, Vissim, AutoCAD, MTC PMS, and MicroPAVER.

#### EDUCATION

MS, Civil Engineering, University of Texas, El Paso, Texas, 1997

BS, Civil Engineering, University of Texas, El Paso, Texas, 1995

#### REGISTRATIONS

Professional Engineer #59768, State of California

Professional Engineer #15799, State of Nevada

Certified Professional Traffic Operations Engineer,  
Professional Traffic Operations Engineer

#### MEMBERSHIPS

Member, American Public Works Association

Member, Institute of Transportation Engineers

Member, American Society of Civil Engineers

#### PROJECT EXPERIENCE

##### Airports & Aviation

Reno-Tahoe International Airport Airside Pavement Repairs and Rehabilitation, Phase 5, Reno, Nevada (Project Engineer)

*Provided design services for the repairs of PCC pavement on Runway 16L/34R and Taxiways C, L, N, and P. Repairs included joint and crack sealing, spall repair, patching, and complete restriping.*

Reno-Tahoe International Airport Taxiway Q

Rehabilitation, Reno, Nevada (Project Engineer)

*Provided preliminary and final design on this runway rehabilitation which consisted of 162,000 square feet of Portland concrete cement. The scope of work included geometric design; layout; grading; plan and profiles; paving design; demolition; jointing plan; phasing/staging/construction access plans; and rectifying drainage problems within an infield area.*

Reno-Tahoe International Airport Landside

Pavement Repairs and Rehabilitation, Phase 3, Reno, Nevada (Project Engineer)

*Joe was responsible for the development of a PS&E package for the maintenance of the long term parking lot and reconstruction of a warehouse facility front parking lot including correction of drainage deficiencies.*

Reno-Tahoe International Airport Airside Pavement Repairs and Rehabilitation, Phase 4, Reno, Nevada (Project Engineer)

*Joe developed maintenance and repair strategies and a PS&E package for maintenance and repair work of approximately 1.4 million square feet of runway and taxiway pavement and correction of localized drainage deficiencies.*

Reno-Tahoe International Airport Landside Pavement Repairs and Rehabilitation, Phase 2 (Project Engineer)

*Joe was responsible for the design, preparation of project specifications, and development of opinion of probable cost for the reconstruction of a parking lot, roadway, and maintenance plans for the terminal loop road.*

Joseph Mactutis PE, PTOE

Design Engineer, Transportation (Aviation)

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Reno-Tahoe International Airport Landside  
Pavement Repairs and Rehabilitation, Phase 1  
(Project Engineer)

*Joe was responsible for the design, preparation of project specifications, and development of the opinion of probable cost for the reconstruction of two parking lots, construction of a new airside access road, and maintenance plans for the terminal access road.*

Reno-Tahoe International Airport Airside Pavement  
Repairs and Rehabilitation, Phase 3, Reno, Nevada  
(Project Engineer)

*Joe developed maintenance and repair strategies and a PS&E package for maintenance and repair work of approximately 428,000 square feet of apron area.*

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Dave has more than 30 years of airport experience in the state of Arizona. He has successfully served as project manager for on-call, multi-year engagements, and individual projects at general aviation airports throughout the state of Arizona. His involvement has included the design and construction administration of both air and landside projects as well as preparation of special studies and technical reports. Dave has been involved with ADOT's Airport Pavement Preservation Program since its inception.

#### EDUCATION

BS, Civil Engineering, University of North Dakota, Grand Forks, North Dakota, 1967

MS, Civil Engineering, Arizona State University, Tempe, Arizona, 1979

#### REGISTRATIONS

Professional Engineer #10277, State of Arizona

Registered Land Surveyor #17228, State of Arizona

#### MEMBERSHIPS

Member, Arizona Airports Association

Member, American Society of Civil Engineers

#### PROJECT EXPERIENCE

##### **Airports & Aviation**

Coolidge Municipal Airport Taxiway A Extension\*, Coolidge, Arizona (Project Manager)

*This was a 1,800-foot extension of Taxiway A and A-1. The project will improve grading, drainage, and paving improvements totaling approximately 13,450 square yards. This portion of the airfield surface system was designed to accommodate the full spectrum of aircraft using the airport including the Lockheed C-130.*

Show Low Regional Airport Runway 6/24 Safety Area Improvements\*, Show Low (Project Manager)

*Worked to construct standard runway safety areas at both ends of Runway 6/24 consistent with a FAA Safety Area Evaluation and the project's approved environmental assessment. Approximately 200,000 cubic yards of fill was placed, lighting was relocated and a displaced threshold removed. The work was accomplished under budget.*

Show Low Regional Airport Install Guidance Signs, Pavement Markings and Airport Drainage Improvements\*, Show Low, Arizona (Project Manager)

*This project was initiated in response to a Runway Safety Action Plan (RSAP) prepared for Show Low Regional Airport by the FAA. The RSAP items were addressed in two phases. Phase I included grading and drainage improvements between Runway 3/21 and parallel Taxiway B. These improvements involved the construction of approximately 1,100 feet of storm drain, 18,000 square feet of pavement markings, a physical separation of Runways 21 and 24 and approximately 21,000 square yards of Safety Area grading. Construction of Phase I was completed in October 2007. Phase 2 included the preparation of an Airport Sign and Marking System Plan to depict all proposed airfield marking and signage in compliance with FAA Standards as part of the airport's certification manual. This construction phase added 25 new signs to the airport's surface system.*

Show Low Regional Airport Security Fencing and Access Control\*, Show Low, Arizona (Project Manager)

*Project for the installation of a 28,680 foot long chain link fence around the perimeter of the airport which included a fabric height of eight feet with a one-foot, three-strand barbed wire extension. Also included in the project were five swing gates which were installed along the fence line to provide access to areas of future development. Access control improvements included the installation of four automatic vehicle gates and four personnel swing gates linked by an access control system wired directly to the airport terminal building. The construction of this fence will help the airport obtain Part 139 certification and provide a deterrent for large, herding wildlife that present a threat to air operations.*

\* denotes projects completed with other firms

# Dave Gilbertson PE, RLS

Senior Airport Engineer – Design

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## Show Low Regional Airport ARFF Facility\*, Show Low, Arizona (Project Manager)

*Project for the construction of an ARFF facility at the Show Low Regional Airport. Phase I of this project included the construction of a 5,200 square foot ARFF facility; a snow removal equipment storage facility; and the acquisition of a new, small rapid response dual agent fire-fighting vehicle. The final phase of this project involved establishing a full time fire station at Show Low Regional Airport. Included in this phase was the development of office space, living quarters and vehicle bays totaling 6,327 square feet. The facility was certified for occupancy in December 2005. The project was funded by FAA and Aeronautics grants.*

## Show Low Regional Airport AWOS Installation\*, Show Low, Arizona (Project Manager)

*Work for the installation of an AWOS III-P-T type automated weather observing system with present weather and lightning detection options. A bid alternative to provide an automatic download link of information through the National Airspace Data Interchange Network (NADIN) was included in this system which makes local weather information available to the National Weather Service. Data from the weather station is transmitted to the operator terminal via radio link. The system was commissioned in March 2005.*

## Yuma International Airport Air Carrier Pavement Rehabilitation\*, Yuma, Arizona (Project Manager)

*Responsible for the design and construction administration to repair 3,030 square yards of the Portland Cement Concrete Pavement on the west end of the Terminal Apron. Work on this project included full depth slab removal and replacement, partial depth PCC repair, and installation of new silicone joint sealant filler and pavement markings.*

## Chandler Municipal Airport Perimeter Road\*, Chandler, Arizona (Project Manager)

*This project involved a 5,000 foot paved perimeter road that was constructed to accommodate internal service, operations and maintenance vehicular traffic from north to south sides of the airport consistent with the recommendations of the FAA's Runway IncurSION Action Team. This was a federally funded project.*

## Scottsdale Airport Runway 3/21 Safety Area Erosion Protection\*, Scottsdale, Arizona (Project Manager)

*Work to accomplish the stabilization of all non-surfaced graded areas within 400 feet of Runway 3/21 center line and extended north to the airport property line and south of Runway 3, a distance of 300 feet. A unique composite gradation of crushed aggregate was placed on a prepared subgrade of over 420,000 square yards resulting in superior dust control and erosion protection and vastly reducing maintenance within the Runway safety Area. This project was constructed in two phases with night time closures limited to off peak seasonal operation activity. The initial phase of the project was constructed from October to November 2004 and the second phase from July to August 2005. The project was funded by multiple FAA and ADOT Aeronautics grants and was completed on time and within budget.*

## Yuma International Airport General Aviation Apron Development\*, Yuma, Arizona (Project Manager)

*Work on the construction of a primary airfield pavement infrastructure for expansion of the Vest General Aviation area of Yuma International Airport operated by the U.S. Department of the Navy and the Yuma County Airport Authority. This development will provide for the relocation of a prime FBO currently adjacent to the civilian Terminal and maximize capacity for General Aviation within the current Airport boundaries. Improvements constructed include 42,700 square yards of aircraft parking apron pavement; 1,120 lineal feet of perimeter security fencing; drainage improvements consisting of 830 lineal feet of storm drain pipe and on site storm water retention for the developed area; and 64 new aircraft tie down locations.*

## Arizona Airports Pavement Preservation Program, Arizona Department of Transportation\* (Engineer)

*Provided design services including pavement evaluations, program recommendations, preparation of plans and specifications for multiple airports throughout the state under ADOT's statewide pavement maintenance program. Other services include bidding support set-vices and construction administration. To date, more than 6,000,000 square yards of pavement rehabilitation improvements such as overlays, slurry seals, seal coats, and paint striping have been designed under the program.*

\* denotes projects completed with other firms

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Mr. Paul Mullins brings to the team more than 30 years of planning, design and construction experience. His experience includes program management, design architecture, construction administration, field inspections, site studies and oversight for municipal, public works, and private companies.

His recent experience includes the project manager or project architect for several airport projects, including the Renovation of the Terminal Building and New Holdroom at Laughlin/Bullhead International Airport; New FBO and Hangar Development at Lake Havasu City Municipal Airport; and Development of New Hangars at Mesa Falcon Field. This unique blend of design and field knowledge can save time during construction, which ultimately saves the client money.

Paul is a very practical architect who brings a wealth of experience in 'real world' construction issues and resolution for successful implementation on any assignment in which he is involved.

#### EDUCATION

BA, Architecture, Arizona State University, Tempe, Arizona, 1979

#### REGISTRATIONS

Registered Architect #14362, State of Arizona

Registered Architect #C21642, State of California

#### PROJECT EXPERIENCE

##### **Airports & Aviation**

Laughlin Bullhead International Airport, Bullhead City, Arizona (Planning)

*Provided phasing plan and temporary relocation planning for airport administration, security, and ticketing during construction remodel.*

*Provided master planning for facilities such as AIRCARGO, CAREFlight, fueling, offices and general aviation 10 acre site.*

Havasu Air Center - Hangar Development, Lake Havasu City, Arizona (Project Architect/Planning)

*Served as project architect for this 4.3-acre hangar development. Havasu Air Center has several different hangar ownership options including executive hangars as well as managed group hangar facilities. Aircraft owners have the option to lease or purchase hangars for private or commercial use.*

*Provided overall masterplan for 115,000 sf of building on this site.*

Falcon Field Airport - Hangar Development, Mesa, Arizona (Project Architect)

*Project architect for this 5.25-acre hangar development. Development plans include 47 hangars totaling about 70,000 to 80,000 sq. ft. for individual and corporate aviation use.*

Luke Air Force Base - Building 26, Glendale, Arizona (Project Architect)

*Served as project architect and team leader for the review and report on the current condition of Building 26 at Luke AFB. Included were structural analysis, mechanical, plumbing and electrical inspections, compliance with ADA requirements, and general overall landscape, drainage and architectural appearances. Also included were archival reports from previous environmental assessments for contaminants.*

Luke Air Force Base - Building 1540 Roof Replacement, Glendale, Arizona (Construction Administrator)

*Solar panels were integrated into the roof design for this 140,000 sq. ft. roof replacement. Project architect for the review and concept drawings and specifications for the Building 1540 roof condition. The building had been experiencing water damage to the interior of the structure, and were looking to an outside resource to analyze and make recommendations for the current conditions. The roof was removed and replaced with a new EPDM system and included one of the nations largest self generating photo voltaic roofing applications, designed by Honeywell.*

# Paul Mullins RA

Senior Architect, Transportation (Aviation)

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H.A. Clark Memorial Field - Airport Rescue and Fire Fighting Vehicle and Building, Williams, Arizona (Architect)

*Project architect on this 3,000 sq. ft. air rescue and fire fighting station. The ARFF building has been designed to match and complement the architecture of the existing terminal building as well as blend with the aesthetic appeal of the local environment.*

Laughlin Bullhead City International Airport - Remote Terminal Holdroom, Bullhead City, Arizona (Construction Administrator)

*Reviewed field conditions, shop drawings, pay applications, and change orders. This project included a 10,000 sq. ft. passenger holdroom with 3 gates, seating for 240, security, and furnishings.*

Laughlin/Bullhead International Airport Terminal Renovation, Bullhead City, Arizona (Construction Administration)

*Responsible for the construction administration on the 10,500 sq. ft. existing terminal with a 1,500 sq. ft. expansion. The project also included security, ticketing, rental car, and other offices within the site location.*

Luke Air Force Base - Air Traffic Control Simulator Facility, Glendale, Arizona (Project Architect)

*Architect for the new Control Training Facility located on the flight line at the training base for the Air Force's F-16 fighter jets. Design perimeter included sound attenuation, thermal and moisture control for the offices and training facilities.*

Phoenix Sky Harbor International Airport - Residential Sound Mitigation Program, Phoenix, Arizona (Project Manager)

*Served as construction administrator and field inspector during Phases IIA and IIB for the retrofitting of 100 homes in the aviation corridor. Duties included preparation of documents for public forums and daily interaction with homeowners.*

Phoenix Sky Harbor International Airport - North and South Concourses, Terminal 3 Expansion\*, Phoenix, Arizona (Project Manager)

*Project manager, project architect, and construction administrator for this project. The Terminal 3 expansion added 9 gates to the south concourse and 4 gates to the north concourse. The total floor expansion was 47,500 sq. ft. The total project expansion was 95,000 sq. ft. This \$4 million project included new jetway locations, modifications to existing gates, new aircraft parking and coordination of lighting, telecommunications, paging, and security, while the existing facility remained operational.*

Phoenix Sky Harbor International Airport - Northwest Orient Airlines Services Facility\*, Phoenix, Arizona (Project Designer)

*Northwest Orient Airlines added 10,000 sq. ft. to their flight operations and airport services facility, located below Terminal 3 gates. Responsible for the project development, programming, and design. Included within the facility was gate security, ground crew facilities, locker rooms, maintenance, and baggage handling. Additionally, there were remodels to the baggage and ticketing counters within the airport terminal.*

Phoenix Sky Harbor International Airport - America West Airlines Services Facility\*, Phoenix, Arizona (Project Designer)

*America West Airlines added 30,000 sq. ft. to their flight operations and airport services facility located below Terminal 3 gates. Responsible for the project development, programming, and design. Included within the facility were airline crew lounges, gate security, ground crew facilities, locker rooms, maintenance, and baggage handling.*

McDonnell Douglas Helicopter Company\*, Mesa, Arizona (Model Building)

*Model building for Advance Development Center Complex.*

\* denotes projects completed with other firms

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Ken has more than 28 years of experience in electrical engineering design and project management, including interior and exterior lighting and lighting control systems, communications, lightning protection, security and intrusion detection systems, fire detection and alarm systems, CCTV systems, programmable controller systems, standby generation systems, electrical systems for pumping plants, and grounding and substation design.

He also has substantial experience in the repair and upgrade of high-voltage distribution systems. His work has included 115-kV to 12.47-kV substations, 60-kV to 12.47-kV substations, 12.47-kV electrical power distribution systems, 60-Hz and 415-Hz UPS systems.

#### EDUCATION

BS, Electrical Engineering, California Polytechnic State University, San Luis Obispo, California, 1983

#### REGISTRATIONS

Professional Engineer #E012527, State of California

#### PROJECT EXPERIENCE

##### **Airports & Aviation**

Mather Airport, Runway 22L MALSR, County of Sacramento, California

*Electrical Engineer for the installation of new Medium Approach Lighting System and Runway Alignment Indication Lights(MALSR). Project involved modifications to the existing runway threshold lights and circuits, new approach threshold fixtures, Medium Approach Lighting System(MALS) stations, Runway Alignment Indicator Lights Stations, MALSR control cabinets, air-to-ground controllers, air-to-ground receivers, distribution panelboard transformer assembly, and an incoming service 25kVA 2.4kV-240/120V pad mounted transformer.*

Mather Airport, Runway 7R-22L HIRL and Dedicated 5kV Feeder, County of Sacramento, California (Electrical Engineer)

*Installation of new 6000-foot-long 2.4/5KV feeder from the lighting vault to the MALSR system at the start of Runway 22L. Feeder was routed through the existing conduit system via 23 manholes.*

Mather Airport, Apron Floodlighting Analysis, County of Sacramento, California

*Electrical Engineer for a 86-page report, including recommendations and construction cost estimates of methods for lighting the air cargo apron (34 acres), maintenance apron (10 acres) and general aviation apron (83 acres). Report analyzed replacing existing fixtures versus the installation of various options of new fixtures and poles. Life cycle, maintenance, and operation costs were analyzed. In addition, for each alternative, detailed foot candle point-to-point and iso-foot candle plans were generated using AGI lighting software by Lighting Analysts. Report recommended the installation of 1000 watt MH fixtures mounted on 100-foot-high poles.*

Executive Airport, Airfield Pavement and Rehabilitation, Airfield Signs and Wind Cones, Security Gates, and North Wash Rack Facility, Sacramento, California (Electrical Engineer)

*Project upgraded 79 airfield signs and also involved the installation of 83 taxiway lights on taxiways J, K and M. Also included was the design of the south aircraft wash facility to allow the public to wash aircraft. During non-washing period, rainwater on the wash apron is routed to the city's storm drainage system via underground drainage piping. Project included controls to divert wash water to be diverted to the sanitary sewer when aircraft are being washed, including electrical motor actuated valves to switch between sanitary sewer and storm drainage systems. Controls also included timers and pilot lights to indicate various modes of operations. Project also included the installation of card reader activated motorized security gates at gates 2, 2A, 3, 5, 7, & 7W.*

# Kenneth M. Keating PE

Airfield Electrical Engineer

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## Mather Airport Automated Weather Operating System, Mather, California

*Electrical Engineer for the design of an automated weather system that can be accessed via a radio system, telephone or by a remote monitor located within the site's main terminal. Design included new incoming electrical services, foundation design and civil site design.*

## Executive Airport, Sacramento, California

*Electrical Engineer for the design of a wash facility to allow the public to wash aircraft. During non-washing period, rainwater on the wash apron is routed to the city's storm drainage system via underground drainage piping. Project included controls to divert wash water to be diverted to the sanitary sewer when aircraft are being washed, including electrical motor actuated valves to switch between sanitary sewer and storm drainage systems. Controls also included timers and pilot lights to indicate various modes of operations.*

## Open-End Contract, Aerojet General Corporation, Sacramento, California

*Electrical Engineer for projects involving relocation of manufacturing operations to new locations. Projects included renovation, repair and upgrade of existing facilities, in addition to project studies, building evaluations, and design of new projects. All projects involved field verifying and documenting electrical systems for relocation or to support new operations, with all documents produced in AutoCAD format. Work included Relocation of Minuteman and Tactical Manufacturing Inert Operations, Relocation of Composite, Component Manufacturing and X-ray, Delta Cell, and Armament Research and Development and Armament Manufacturing.*

## Electrical System Field Verification, Mather Airfield, Sacramento, California

*Electrical Engineer and Project Manager for the development of as-built drawings for electrical systems for the County of Sacramento, Department of Airports. Work included field verification, visual inspection and development of as-built drawings for airfield lighting, weather instrumentation systems, the Base Operations building, and 10 smaller buildings on the site, in addition to investigations of the existing control tower.*

## Long Beach Airport Standby Generator\*, Long Beach, California

*Project Manager for the installation of a 350-KW, 480/277-volt diesel generator to support the airport terminal and runway lighting. Included removal of existing 37- and 87-KW generators, modifying the existing service and installing a 600-amp automatic transfer switch.*

## Long Beach Airport Terminal Building Standby Generator\*, Long Beach, California

*Project Engineer for the installation of a 350-KW, 480/277-volt diesel generator to support the airport terminal and runway lighting. Included removal of existing 37 and 87-KW generators, modifying the existing service and installing a 600-amp automatic transfer switch.*

## Runway Rehabilitation; Long Beach Airport\*

*Electrical Engineer for the complete electrical design and specification services for the rehabilitation of Runway 7L/25R, which is 200 feet wide by 6,200 feet long. The work involved the removal of existing medium intensity runway lights and the installation of new high intensity quartz and incandescent lights, as well as the installation of new site signage, upgrade of the constant current regulator from 7 KW to 30 KW and the installation of an entirely new conduit system. The project included 19,000 feet of lighting cable, displaced threshold lighting, 88 high intensity runway lights, and 21 site signage signs.*

\* denotes projects completed with other firms

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Lucas joined Stantec after serving 13 years as an electrical engineer for USKH engineering. He has been a lead electrical engineer on aviation projects during the last eight years and completed 27 aviation projects. His work has included design engineering for new runway/taxiway lighting, airfield regulator building modifications, lighting control systems, airfield guidance signs, navigational aids, parking apron ground power units (GPUs), security/access control systems for perimeter security, and pilot-controlled vehicle traffic controls. Lucas is knowledgeable on current airfield lighting technologies including light-emitting diode (LED) lighting, remote fixture control and monitoring, and computer- and relay-based lighting control systems. He can also provide design and improvement to any other electrical systems such as nav aids and electrical/communications utilities.

## EDUCATION

BS, Architectural Engineering/Electrical and Structural Design Systems Specialties, Milwaukee School of Engineering, 2000

## Registrations

Professional Engineer #EE-11399, State of Alaska

## PROJECT EXPERIENCE

### Airports & Aviation

City & Borough of Juneau/Juneau Runway 8/26 Rehabilitation Design\*

*The project includes establishing a temporary runway on the parallel taxiway to allow airport operations to continue during the runway construction. Electrical work consists of replacing the runway edge and centerline lighting, installing additional runway guard lights on existing taxiways, replacing lighted signs, and installation of temporary REIL and LDIN systems for the temporary runway. Lucas worked with the airport to evaluate the existing light bases and conduit system for the runway centerline lights. It was determined that this portion of the system could be reused, which saved not only money, but valuable time in the limited construction schedule.*

State of Alaska, DOT & PF Central Region – DOT(CR)/Akiachak Airport Relocation\*

*The project involved relocation of the airport in Akiachak, including construction of a 3,300-foot by 60-foot runway with accompanying taxiway, apron, and access road. Electrical work included runway and taxiway lighting, and electrical equipment enclosure with lighting regulators and controls, a lighted wind cone and rotating beacon, and power service to two SREBs.*

State of Alaska, DOT & PE Central Region – DOT(CR)/Anchorage Remain-Over-Night Parking 12-14 Rehabilitation\*

*The project required reconstruction of remain-overnight hardstands 12-14 at the Anchorage International Airport. In addition to the reconfiguration and construction of the hardstands, the project included installation of ground power connections for the aircraft, requiring underground vaults with pop-up hatches and 480-volt receptacles for connection of mobile 400Hz frequency converters. The receptacles included control wiring to de-energize the receptacles when they weren't in use. The electrical design also included centerline and edge lighting for the hardstands and a new utility service and switchboard to serve the frequency converter receptacles.*

State of Alaska, DOT & PF Central Region – DOT(CR)/Takotna Airport Relocation\*

*The project required relocation of the airport in Takotna, including construction of a 3,300-foot by 60-foot runway with accompanying taxiway, apron, and access road. Electrical work included runway and taxiway lighting, and electrical equipment enclosure with lighting regulators and controls, a lighted wind cone and rotating beacon, power service to two SREBs, and provisions for future PAPI and REIL installations. The electrical work also included the extension of overhead power along the new access road to the new airport site.*

State of Alaska, DOT & PF Central Region – DOT(CR)/Unalaska Airport Improvements\*

*Reconstruction of a runway, expand the RSA, and reroute a road at the Unalaska Airport. The electrical work included replacement of all runway lighting, conduit, conductors, and wind cones, relocation of REILs and LDIN, and replacement of VASI feeders disturbed by earthwork associated with new drainage ditches. The new lighting was coordinated with existing light locations in areas where WWII-era concrete aprons were present under the surface asphalt to minimize the extent of concrete cutting required.*

\* denotes projects completed with other firms

# Lucas Schneller, PE

Electrical Engineer Transportation (Aviation)

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## State of Alaska, DOT & PR Central Region – DOT(CR)/Ted Stevens Anchorage International Airport Runway 7R/25L Rehabilitation\*

*Electrical design for the rehabilitation and extension of Runway 7R/25L. This project was completed in two phases with a total electrical cost of approximately \$9.5 million. The project included replacing the runway and taxiway lighting, guidance signs, and wind cone; upgrading the airfield lighting control system and weather/surface sensor system; adding wireless communications to the lighting controls; and installing the airport's first controlled stop bar. The project required coordination with FAA to facilitate the removal and replacement of the approach lighting and navigational aid systems by FAA during the construction of the runway. The project also included phase balancing of the regulator switchgear system and installation of paralleling switchgear for the regulator vault generators.*

## State of Alaska, DOT & PF Northern Region – DOT(NR)/Airport Security Fencing\*

*This project installed additional fencing and access gates to improve airport security at airports in Cordova, Nome, and Deadhorse, AK. As the electrical engineer, Lucas designed access control systems to control both vehicle and pedestrian gates, including power supplies to the gates, access control panels and card readers located near the gates, and communication between various portions of the system. Wireless communication was used at some location where underground hardwired communication was not practicable. Lucas worked extensively with the DOT to ensure that the system met their requirements as imposed by TSA, interfaced with their existing systems where needed, and provided additional features such as local wi-fi access for maintenance personnel.*

## State of Alaska, DOT & PR Northern Region – DOT(NR)/Northway Airport Permanent Repairs\*

*Lucas provided electrical engineering for this project to completely reconstruct the airport after damage sustained during the November 2002 Denali Fault Earthquake. Electrical work included the replacement of all runway and taxiway lighting, lighting regulators and controls, and lighted nav aids*

## State of Alaska, DOT & PR Northern Region – DOT(NR)/Cordova Airport Improvements\*

*This project was the first stage of several ongoing improvement projects being designed by USKH. During this stage, Lucas provided the electrical engineering and construction support to replace the existing runway lighting and signs, wind cone, rotating beacon, lighting controls, regulators, standby generator, and installation of provisions for future PAPIs and an RVR to be installed by FAA.*

## State of Alaska, DOT & PF Northern Region – DOT(NR)/Deadhorse Airport Rehabilitation\*

*Lucas was the electrical engineer on this project to reconstruct the runway and taxiways at the airport in Deadhorse, AK. A temporary runway was established on the parallel taxiway to maintain airport operations during the reconstruction of the runway, including installation of temporary MALSF and PAPI systems. Electrical work included replacement of all runway edge, runway centerline, and taxiway edge lights, lighted signs, and all conduit and conductors. The regulator/generator building was refurbished with a new electrical service, generator, transfer switch, and lighting regulators. The project was completed over several years with extensive phasing coordination in order to maintain operation of the airport during construction.*

## State of Alaska, DOT & PF Northern Region DOT(NR)/Nome Airport RSA Electrical Services\*

*Project for NR DOT to expand the RSA at the airport in Nome. The project included extension of runway 3/21, shifting of the runway thresholds, installing EMAS beyond the threshold at runway 10, and rerouting of the Snake River near the runway 10 threshold. The electrical portions of the project included extension and adjustment of the runway edge lights to accommodate the runway extension and shift, relocation of the REILs, removal of VASIs, and installation of infrastructure to support FAA-installed PAPIs and REILs. Additional electrical work included replacement of the medium-voltage power line under the Snake River that serves the localizer by using directional drilling.*

## State of Alaska, DOT & PF SE Region – DOT(SE)/Ketchikan International Airport Runway Safety Area Expansion and Runway Overlay\*

*Lucas provided electrical engineering design for this award-winning DOT&PF project that shifted the entire runway 750 feet east to expand the runway safety area and constructed the first highway tunnel under an active runway in Alaska. Electrical work included the replacement of the approach lighting systems, relocation of the localizer, glide slope, DME, RVR, ASOS, and NDB, and installation of a generator and reconfiguration of the primary power system to support the FAA-installed electronic navigational systems. Additional work included lighting, fire detection, and extension of existing utilities in the new roadway tunnel*

\* denotes projects completed with other firms

Sarah is a professional civil engineer who provides both engineering and environmental services. She specializes in environmental permitting, including projects involving water quality, hydrology and hydraulics.

Her experience includes providing erosion control and storm water management services in a variety of environments ranging from urban valleys to sensitive mountain watersheds. Sarah is a recognized expert in stormwater BMP analysis and implementation of stormwater controls for municipal and construction activities.

She has analyzed surface water runoff quantity and quality, dam safety, and hydraulic designs using numerous computer models. Much of her work has included extensive fieldwork and analysis on water samples to investigate sources of pollution.

#### EDUCATION

MS, Civil and Environmental Engineering, University of Utah, Salt Lake City, Utah, 1999

BA, Mathematics and Biology, DePauw University, Greencastle, Indiana, 1991

#### REGISTRATIONS

Professional Engineer #67235, State of California

Qualified Stormwater Pollution Prevention Plan Developer (QSD) #121, California Stormwater Quality Association

Certified Professional in Erosion and Sediment Control #5088, CPESC, Inc.

Envision™ Sustainability Professional (ENV SP), Institute for Sustainable Infrastructure

LEED Accredited Professional, U.S. Green Building Council

Professional Engineer #54182, State of Michigan

Professional Engineer #334368, State of Utah

#### MEMBERSHIPS

Board Member, Society of American Military Engineers, Sacramento Post

Board Member, Sacramento Chapter, Environmental & Water Resources Institute

Member, California Stormwater Quality Association

Member, Floodplain Management Association

#### PROJECT EXPERIENCE

##### Airports & Aviation

Ventura County Department of Airports, Camarillo and Oxnard Airports Storm Water Pollution Prevention Plan and Spill Control and Countermeasures Plan Assessment, Various Cities, California (Project Engineer)

*Performed data reconnaissance and site visits for the Camarillo and Oxnard Airports to identify current regulatory status with respect to the industrial SWPPPs and SPCC plans. Reviewed federal and state regulations and reviewed existing plans to identify compliance.*

Turlock Airport, Storm Drainage Review, Turlock, California

*Project Engineer responsible for reviewing and reevaluating the stormwater calculations for proposed infrastructure to alleviate the existing flooding at the airport. Computed hydraulic grade line and coordinated with the lead design engineer to develop a solution to alleviate the flooding.*

##### Environmental Assessments

Kirkwood Meadows PUD Environmental Scoping, Kirkwood, California

*Project Engineer responsible for the storm drainage analysis portion of the Study Plan for the Kirkwood Meadows PUD transmission line from Salt Springs Reservoir in Amador County approximately 28 miles east to Kirkwood Meadows.*

Ogden City Storm Drain Improvement Environmental Assessment; Ogden, Utah (Environmental Engineer)

*Assisted in the preparation of an Environmental Assessment to document impacts of urban infrastructure projects bundled into one EA. The Environmental Assessment was submitted to the EPA for determination and received a Finding of No Significant Impact (FONSI) determination.*

Sarah McIlroy PE, CPESC, ENV SP, LEED® AP

Drainage and Environmental Engineer

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**Stream Alteration Permit, Various Locations, Utah  
(Project Engineer)**

*Engineer involved with permitting requirements for Section 404 of the Clean Water Act. Projects included outfalls and stream improvements on Midas Creek, Rose Creek, Willow Creek, and numerous crossings at Snowbasin Resort in Weber County and The Colony Ski-in/Ski-out development in Summit County.*

**Aerojet Groundwater Extraction Treatment Project  
"L-A", Sacramento County, California**

*Stantec is assisting Aerojet with implementation of the Mitigation Monitoring and Reporting Program. Biological activities include conducting an elderberry plant survey with subsequent education, signage, and fencing; conducting field crew training on northern California turtles, including natural history, size, coloring, habitat, and characteristics; and conducting a preconstruction avian nest survey, including reporting through the California Department of Fish and Game.*

**Vallejo Transit Center, Vallejo, California  
(Environmental Engineer)**

*Responsible for the preparation of CEQA and NEPA documentation for the Vallejo Transit Center project. Tasks include the preparation of a Program EIR in compliance with CEQA Guideline 15168, and the preparation of the necessary documentation for the Program EIR and Mitigation Measure Monitoring Program.*

**Roadways**

**Copper Cove CEQA and NEPA Documentation,  
Calaveras County, California (Environmental  
Engineer)**

*Sarah is providing direction and leadership for the preparation of the preliminary environmental study (PES), technical studies, and final environmental documents. She is also providing supplemental project coordination, as needed, at every step in the environmental process to provide recommendations and ensure timely submittal of deliverables.*

**Mountain Ranch Road/State Route 49  
Improvement Project, San Andreas, California  
(Project Manager)**

*Project manager for preparation of the NEPA compliance documents for roadway improvements along Mountain Ranch Road from State Route 49 to the new Criminal Justice Facility. The primary NEPA technical studies will likely include a Natural Environment Study (NES), Historical Properties Survey Report (HPSR), and Archaeological Survey Report (ASR).*

**Ridge Road/New York Ranch Road Intersection  
Improvements, Amador County, California  
(Environmental Manager)**

*Responsible for overseeing the preparation of the Preliminary Environmental Studies for Caltrans. Technical studies that were identified included Visual Impact Assessment, Biological Assessment and Natural Environmental Study, Cultural Resources Survey, and an Air Quality Technical Memorandum. Also responsible for preparing the CEQA documentation, an Initial Study/Mitigated Negative Declaration. The main resource areas of importance included biological impacts due to an elderberry plant and wetland impacts, traffic, and aesthetics.*

**Water**

**Tuolumne Utility District Ditch System Sustainability  
Project, Tuolumne County, California (Project  
Manager)**

*Project manager for the Ditch System Sustainability Project, which consisted of a holistic review of the ~50 miles of ditches in the TUD water delivery system. Biological resources, cultural resources, and engineering improvements were identified along the length of the system and guidelines were developed for the ongoing maintenance of the ditch system.*

**Franklin Boulevard Water Treatment Plant, County  
of Sacramento, California**

*Water Resources Engineer for the preparation of a Storm Water Pollution Prevention Plan for the development of the 5 acre Franklin Boulevard water treatment site. The SWPPP identifies potential sources of stormwater pollution and corresponding best management practices to mitigate the potential impacts such as construction staging, perimeter protection, storm drain inlet protection, spill pollution prevention, and permanent site stabilization. In addition, the SWPPP outlines the recordkeeping requirements such as inspections and reporting.*

**Water Reuse System and Storm Detention Project,  
Mesquite, Nevada (Project Engineer)**

*HEC-1 was utilized to model drainage basins for existing and proposed conditions for Pulsipher and Abbott Washes. Proposed conditions included a sediment and detention pond for each Wash. Two precipitation events were modeled; the 100-year, 6-hour storm and the probable maximum precipitation (PMP) events. PMPs were calculated for each of the drainage basins. HEC-1 was also used to determine stage-storage relationships for each of the detention basins. A Design Document Report was developed to discuss the hydrologic and hydraulic design elements.*

\* denotes projects completed with other firms

Bob manages the Environmental Planning and Archaeology group for Phoenix-Stantec and has over 16 years of experience performing and managing the preparation of Phase I and Phase II environmental site assessments. The assessments have all been performed to ASTM standards. His focus during this period of time has been providing a full range of due diligence services to companies proposing large commercial and residential developments

In 1991, Bob won a national contract with the Resolution Trust Corporation to perform Phase I assessments throughout the country. His experience includes managing over 70 Phase I environmental site assessments for ADOT projects, the environmental overview for SR303, participating in the recent Four Corners EA for ADOT, EISs for transportation projects, numerous NEPA EA's, and for obtaining many Section 404 permits. He has also managed a number of noise studies and transportation related environmental assignments.

Bob and his staff have extensive experience in Phase I environmental site assessments, as well as wetland issues and determinations. He is an adjunct faculty member at the University of Phoenix and Ashland University, teaching environmental science (with a focus on alternative energy facilities), biology, and anthropology.

Bob managed the Minerals Section for six years while employed at the Arizona State Land Department. His responsibilities included the leasing of geothermal resources, oil and gas, minerals, and mineral materials on 10 million acres of state land.

#### EDUCATION

MA, Archaeology, Anthropology, Arizona State University, Tempe, Arizona, 1988

MS, Environmental Planning, University of Arizona, Tucson, Arizona, 1977

BA, Archaeology, University of Arizona, Tucson, Arizona, 1972

#### REGISTRATIONS

Certified Planner #100913, American Institute of Certified Planners

Registered Professional Archaeologist #11302, Register of Professional Archaeologists

#### MEMBERSHIPS

Member, American Institute of Certified Planners

Member, American Planning Association

Member, Arizona Historical Advisory Commission

Member, Society for American Archaeology

Member, Arizona Archaeological Council

Member, United Nations Educational, Scientific and Cultural Organization

#### PROJECT EXPERIENCE

##### Airports & Aviation

Lake Havasu City Airport Runway Extension Project, Lake Havasu City, Arizona (Environmental Scientist)  
*Required extensive mitigation efforts, as the acreage of impact was high. Negotiations with the Corps produced an acceptable level and type of mitigation for the clients.*

Lake Havasu City Airport 404, Lake Havasu City, Arizona (Environmental Scientist)  
*Prepared individual Section 404 permits, including mitigation plans for the Lake Havasu City Airport runway extension project and the new Benson Airport. Both of these projects required extensive mitigation efforts, as the acreage of impact was high.*

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Jim is a Senior Associate with Stantec and has over 39 years of Construction Management experience including Project Manager, Construction Manager, Resident Engineer, Special Inspector and material testing, on a variety of projects in size, type, location and complexity including airports commercial/general aviation, commercial/industrial/infrastructure developments, infrastructure water/sanitary/drainage facilities, fueling facilities for jet/ diesel/ LNG fuels, bus maintenance facilities, copper processing facilities, power plants including Solar/ Nuclear/Coal/Hydro, mid-rise buildings, hospitals, transit including light rail/heavy-rail/truck inspection/tunnels/ bridges, highways, arterial roadways, residential subdivisions, parks, security up grades, and marine locks/dams/barge unloading/dry-docks.

Jim's materials testing experience includes: Portland Cement Concrete Paving, reinforced concrete, structural masonry, structural steel, mass soils fill control, asphalt paving, roof construction, concrete batch plants, asphalt batch plants, pre-stressed concrete, electrical, mechanical, fireproofing, structural welding, high-strength bolted connections, structural slabs, piling, continuous, and isolated spread footings. He has also performed numerous projects using alternative delivery methods including Construction Manager at Risk, Design Build and Job Order Contracting as well as the traditional design-bid build process. Jim's extensive knowledge of all types of construction, a thorough knowledge of material testing, plus having worked on the contractor side of projects for 18 years provides clients with un-paralleled level of expertise during any project.

#### EDUCATION

BS, Civil Engineering, University of Missouri, Rolla, Missouri, 1974

#### REGISTRATIONS

Professional Engineer #33063, State of Arizona

Professional Engineer #10898, State of Nevada

#### MEMBERSHIPS

Member, American Society of Civil Engineers

Member, Chi Epsilon National Civil Engineering Honor Society

Level III Testing Technician, American National Standards Institute

Level II & III Field Inspector, American National Standards Institute

#### PROJECT EXPERIENCE

##### **Airports & Aviation**

Phoenix Sky Harbor International Airport - Arizona  
Fueling Facility, Phoenix, Arizona (Resident Engineer, Construction Administration)

*Provided full-time, on-site resident engineer, construction administration, and inspection services during construction of 2,650 linear feet of 20-inch jet fuel piping to provide a loop for Terminal 3 and Terminal 4.*

Phoenix Sky Harbor International Airport - Taxiway D  
Reconstruction at S2 Concourse, Phoenix, Arizona  
(Construction Administration)

*Provided full construction administration and inspection services on this 10-week/24 hours-a-day/7 days-a-week reconstruction project including a new 60-inch storm drain and structures, PCCP, new edge lighting, signage, and striping.*

Phoenix Sky Harbor International Airport - Yuma  
Street Entrance Road and Tonto West Parking Lot,  
Phoenix, Arizona (Construction Administration)

*Provided construction administration and inspection services for the 13-acre car parking lot, along with the reconstruction and rerouting of the west entrance roads into the airport.*

# Jim H. Van Houten PE

Construction Manager. Transportation

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Phoenix Sky Harbor International Airport - S2  
Concourse Apron Development and Hydrant  
Fueling System, Phoenix, Arizona (Project Manager)

*Provided full construction administration and inspection services for the new S2 Concourse Apron on-site improvements. Project included 8-inch waterline loop, sanitary sewer, storm drain, mass grading, PCCP, asphalt pavement, and a 12-inch jet fuel hydrant system for refueling eight jet aircrafts.*

Arizona Air National Guard Fuel Storage Distribution  
Facilities, Phoenix, Arizona (Construction  
Administration)

*Provided full-time on-site resident & design engineer services for a 420,000 gallon fuel storage tank, pump house, underground stainless steel pipe hydrant fuel system for refueling seven air tankers, commercial truck off-load stand, on-site fuel testing lab, operations building, driveways, and fuel containment.*

Reno-Tahoe International Airport Taxiway Q, Reno,  
Nevada (Project Coordinator)

*Coordinated and directed all material testing and inspection to reconstruct Taxiway Q in 19 inches of PCCP.*

Reno-Tahoe International Airport Parking Garage,  
Reno, Nevada (Project Coordinator)

*Coordinated three full-time inspectors performing all material testing, inspections, and special structural inspections for this five-story post tension cast-in place parking garage with 2000 parking spaces.*

Reno-Tahoe International Airport Baggage Claim,  
Reno, Nevada (Project Coordinator)

*Coordinated all material testing, inspections, and special inspections.*

Reno-Tahoe International Airport Air Cargo Facility,  
Reno, Nevada (Project Coordinator)

*Coordinated all material testing, inspections, and special inspection for this project.*

Reno Stead Airport - Vehicle Maintenance Facility,  
Reno, Nevada (Project Coordinator)

*Responsible for full material testing, inspection, and special inspections during construction of this new vehicle maintenance facility.*

Phoenix Sky Harbor International Airport - N1  
Concourse Apron and Hydrant Fuel System,  
Phoenix, Arizona (Resident Engineer)

*Provided full-time resident engineer, construction administration, inspection, testing, and construction stakeout services for this project. The project included the mass grading, utility relocations, 20-inch PCCP paving of a new apron for this 13 gate concourse, and a 16-inch hydrant fuel system.*

Phoenix Sky Harbor International Airport - Mohave  
Parking Lot, Phoenix, Arizona (Construction  
Administration)

*Provided full construction administration, inspection, and construction stakeout services for two parking lots with more than 4,000 parking spaces including; security buildings, bus canopies, infrastructure improvements, landscaping, irrigation CCTU security, revenue control, concrete, and a standby emergency generator.*

Elko Municipal Airport Repaving, Elko, Nevada  
(Project Coordinator)

*Coordinated material testing and inspections during the reconstruction of the runway at this airport in new ACP P401.*

\* denotes projects completed with other firms

---

David has 27 years of experience managing and inspecting construction projects. He has provided project management, construction management, and inspection services on multiple complex municipal projects. David's excellent communication skills and broad experience have been instrumental in making these projects a success for the owner agencies.

## PROJECT EXPERIENCE

### **Drainage and Irrigation**

City of Stockton Airport Way and Union Street Storm Drain Project, Stockton, California (Project Manager/Construction Manager)

*This project combined box culvert and RCP to provide drainage system in an area within downtown Stockton, CA. Project also included pavement restoration per Caltrans specifications.*

### **Roadways**

O'Byrnes Ferry Bridge Emergency Repairs, Copperopolis, California (Resident Inspector)

*Inspector on emergency guard rail replacement project on bridge over Lake Tulloch. Work included review of anchorage and traffic control systems, observed and reported deficiencies for follow up.*

### **Water**

Copper Cove Water Treatment Plant, Copperopolis, California (Resident Inspector)

*This 4.0 mgd treatment plant featured ozone-generating facilities for pre filter disinfection supplied by liquid oxygen storage and gaseous oxygen conveyance systems. The US Filter Trident water filter system fed a .5 mg welded steel clearwell and backwash waste fed new washwater recovery basins. The treatment plant was supplied raw water from an 8 mgd pump station located on the shore of Lake Tulloch. The pump station control system was integrated into the treatment plant SCADA system to provide real time control and communication.*

Bear Valley Water District Bloods Creek Outfall Project, Bear Valley, California (Construction Manager)

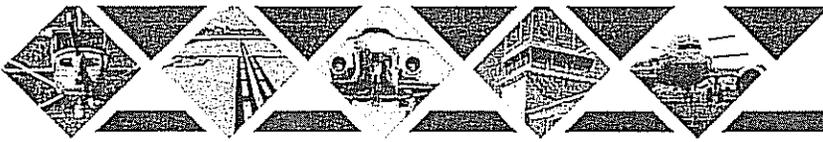
*This critical path project consisted of 2500 feet of various process and outfall piping for treated effluent discharge to Bloods Creek, associated effluent monitoring, reservoir level monitoring and complete electrical control system. Project also included modification to state sized storage reservoir dam and coordination with DSOD.*

Jenny Lind Water Treatment Plant Expansion (Resident Inspector/Liaison)

*The US Filter Trident packaged water treatment plant was upgraded from 3.0 mgd to 5.0 mgd capacity. The upgrade incorporated an ozone generating facility for pre-disinfection and a .25 mg welded steel clearwell. Also included was expansion of the existing washwater recovery basins and complete SCADA system. Construction commenced without delay and in conjunction with unearthing of Native American artifacts.*

Calaveras County Water District - Copper Cove Water System Master Plan Update, Calaveras County, California (Resident Inspector)

*Resident Inspector for this 4.0 mgd treatment plant featuring ozone-generating facilities for pre filter disinfection supplied by liquid oxygen storage and gaseous oxygen conveyance systems. The US Filter Trident water filter system fed a .5 mg welded steel clearwell and backwash waste fed new washwater recovery basins. The treatment plant was supplied raw water from an 8 mgd pump station located on the shore of Lake Tulloch. The pump station control system was integrated into the treatment plant SCADA system to provide real time control and communication.*



## JAMES M. HARRIS, P.E.

### Personal Information:

- President
- 36 Years of Experience Exclusively in Airport Planning
- B.S. Civil Engineering University of Nebraska
- Registered Professional Engineer: Arizona, New Mexico

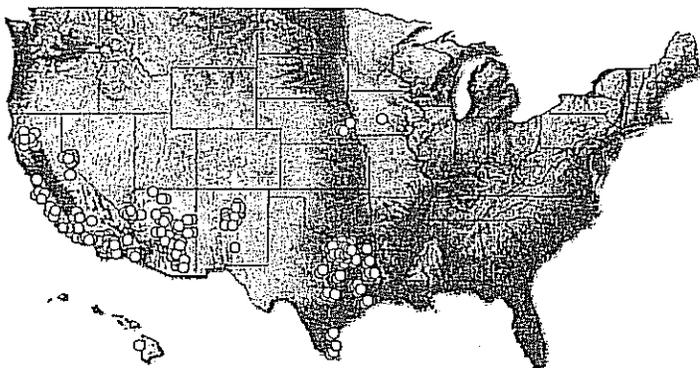


### Member:

- American Association of Airport Executives
- S.W. Chapter A.A.A.E.
- Arizona Airports Association
- American Society of Civil Engineers
- Aircraft Owners & Pilots Association
- Association of California Airports

Jim, a Principal with Coffman Associates and President of the firm, has been with the firm for over 32 years. A registered professional engineer, Jim has extensive airport planning and development experience, including preparation of airport master plans and layout plans, airport facilities design, navigational aid planning, site selection studies, environmental assessments, airspace evaluations, and Part 150 Noise Compatibility Plans for both air carrier and general aviation airports. Jim has been involved in more than 200 airport planning assignments and has served as the project manager on more than 120 airport master plans.

### Planning Experience at Coffman Associates



#### LEGEND

- Master Plan/Site Selection
- ◐ Environmental Study/Part 150
- ◑ Special Study

### Summary of Experience

	Air Carrier	General Aviation	Reliever	Total
Master Plans/ Site Selections	60	36	36	132
Environmental/ Part 150s	26	10	17	53
Special Studies	37	20	21	78

### Recent Projects

#### Master Plans

- Albuquerque International Sunport - NM
- French Valley Airport - CA
- Glendale Municipal Airport - AZ
- Grand Canyon National Park Airport - AZ
- Hayward Airport - CA
- Kona International Airport - HI
- Laughlin-Bullhead International Airport - AZ
- Marina Municipal Airport - CA
- Meadows Field Airport - Bakersfield, CA
- Mesa-Falcon Field - AZ
- Modesto City-County Airport - CA
- Monterey Regional Airport - CA
- Phoenix Deer Valley Airport - AZ
- Phoenix Goodyear Airport - AZ
- Phoenix-Mesa Gateway Airport - AZ
- Pine Mountain Lake Airport - CA
- Redding Municipal Airport - CA
- Salinas Municipal Airport - CA
- San Luis Obispo County Regional Airport - CA
- Santa Barbara Airport - CA
- Scottsdale Airport - AZ
- Tucson-Ryan Airfield - AZ

#### Part 150 Studies

- Bob Hope Airport - CA
- Hawthorne Municipal Airport - CA
- Laughlin-Bullhead Int'l Airport - AZ
- Monterey Regional Airport - CA
- Santa Barbara Airport - CA
- Scottsdale Airport - AZ

#### Environmental Studies

- Albuquerque International Sunport - NM
- French Valley Airport - CA
- Grand Canyon National Park Airport - AZ
- Laughlin/Bullhead International Airport - AZ
- Monterey Regional Airport - CA
- Tucson-Ryan Airfield - AZ

Kent A. Hysell, L.S.

*Principal*



**Education:** California State University, Stanislaus

**Registrations:** Licensed Land Surveyor – California, Oregon, Utah

Mr. Hysell is a Principal with NorthStar Engineering Group, Inc. He has over 30 years of experience in Land Surveying. Mr. Hysell's thorough understanding of a project, starting with the boundary and topographic survey, through design, and during construction is a valuable benefit to his clients. Throughout his career he has actively participated in surveying, design, project management, and construction oversight of various public and private projects. He is proficient in all aspects of field surveys, office mapping, and survey calculations. The following projects are representative of Mr. Hysell's surveying experience:

#### **Surveying Experience**

Mr. Hysell started his career in surveying in 1983. He specializes in various public works and private development projects overseeing tasks which include office calculations, research, control surveys, GPS surveys, boundary surveys, construction staking, and management of construction projects. Projects include residential, commercial, retail, and industrial developments, airport runways and taxiways, airfield parking aprons, highway interchanges, highway reconstruction, highway bridges, prisons, water and waste water treatment plants, dams, power plants, railroad systems, and several schools. Mr. Hysell's surveying expertise was developed in the Modesto office of Thompson-Hysell Engineers between 1983 and 2007. Mr. Hysell orchestrated a survey department having up to twelve survey crews and eight office surveyors at one time. Mr. Hysell also acted as the principal in charge of survey geomatics and helped grow the office to a 100 man firm prior to his departure in 2007. Mr. Hysell currently oversees up to four field crews and a mapping staff of four.

#### **Representative projects include:**

##### **Industrial:**

- Patterson WQCF Improvements
- Modesto Water Treatment Plant and Transmission Pipeline Project
- Fink Road Landfill
- Delta Water Treatment Plant, Intake & Pump Station Projects
- Ironhouse Wastewater Treatment Plant
- Modesto Wastewater Treatment Plant
- Weston Ranch Pump Stations
- Ione Prison
- Avenal Prison
- Lodi Memorial Hospital
- Pacific Ethanol Plant-Stockton

**Representative projects Continued on page 2.**

Transportation:

- Highway 101 Widening Project
- Milnes Road at Albers Road Widening
- Highway 680 Widening Project
- Albers Road at Dusty Lane Widening
- Sacramento International Airport Runway and Taxiway
- Geer Road at Service Road Widening

Bridges (Topography & mapping):

- Santa Fe Road Bridge at the Tuolumne River
- 9th Street Bridge at the Tuolumne River
- Downey Avenue Bridge at French Camp Slough
- Carpenter Road Bridge at the Tuolumne River
- Phoenix Lake Road Bridge
- Geer Road Bridge at the Tuolumne River
- Thornton Road Bridge at Bear Creek

Mapping:

- Western Aggregate Control and Mapping- Yuba City
- KRC Aggregate Aerial Control and Mapping- Clements
- City of Lodi GPS Control Network
- Modesto Water Treatment Plant and Transmission Pipeline.
- Oakdale Airport
- Modesto Wastewater Treatment Plant.
- Santa Lucia Preserve

**STANTEC SCHEDULE OF FEES**  
**January 30, 2015**

**Fee Schedule** - The following schedule of fees are the maximum rates that shall be utilized for all services provided under this Agreement and shall remain in effect until December 31, 2015 at which time new rates will be established:

<u>Employee Classification</u>	<u>Hourly Rate</u>
Principal	\$227.00
Project Manager/Construction Administrator	\$169.00
Project Architect	\$139.00
Project Engineer or RLS	\$139.00
Electrical Engineer	\$139.00
Senior Designer	\$125.00
Technician/CADD Designer	\$111.00
Resident Engineer	\$139.00
Inspector	\$118.00
Clerical	\$ 87.00
2-Man Survey Crew	TBA

**Expenses** – All expenses will be billed at cost.

**Subconsultants** – All subconsultants will be billed at cost. Administration of sub-consultants will be billed as the actual time that Stantec personnel spend coordinating sub-consultant work.

## EXHIBIT "D"

### SUPPLEMENTAL FEDERAL CONTRACT PROVISIONS AND CONDITIONS FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

The following supplemental conditions/provisions shall be read in conjunction with and constitute part of this Agreement/Contract and will be included in all AGREEMENTS, SUB AGREEMENTS and SUB CONTRACTS as applicable.

#### ACCESS TO RECORDS AND REPORTS.

(Reference: 2 CFR § 200.326, 2 CFR § 200.333)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### BUY AMERICAN PREFERENCE.

(Reference: 49 USC § 50101)

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

#### Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

\*\*\*\*\*

## ATTACHMENT "D"

### SUPPLEMENTAL FEDERAL CONTRACT PROVISIONS AND CONDITIONS FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

#### Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
  - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

ATTACHMENT "D"

SUPPLEMENTAL FEDERAL CONTRACT PROVISIONS AND CONDITIONS FOR  
PROFESSIONAL SERVICES (A/E) CONTRACTS

Required Documentation

**Type 3 Waiver** - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

---

Date

---

Signature

---

Company Name

---

Title

\* \* \* \* \*

## ATTACHMENT "D"

### SUPPLEMENTAL FEDERAL CONTRACT PROVISIONS AND CONDITIONS FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

#### Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements.

These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
  - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**ATTACHMENT "D"**

**SUPPLEMENTAL FEDERAL CONTRACT PROVISIONS AND CONDITIONS FOR  
PROFESSIONAL SERVICES (A/E) CONTRACTS**

**Required Documentation**

**Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

**CIVIL RIGHTS - GENERAL  
(Reference: 49 USC § 47123)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

## ATTACHMENT "D"

### SUPPLEMENTAL FEDERAL CONTRACT PROVISIONS AND CONDITIONS FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

#### CIVIL RIGHTS – TITLE VI ASSURANCES

Appropriate clauses from the Standard DOT Title VI Assurances must be included in all contracts and solicitations. The clauses are as follows:

- 1) Title VI Solicitation Notice
- 2) Title VI Clauses for Compliance with Nondiscrimination Requirements.
- 3) Title VI Required Clause for Land Interests Transferred from the United States
- 4) Title VI Required Clause for Real Property Acquired Or Improved by the sponsor subject to the nondiscrimination Acts and Regulations.
- 5) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program
- 6)

#### Title VI Solicitation Notice

(Source: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

#### Title VI Solicitation Notice:

The CITY OF TURLOCK, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged

## ATTACHMENT "D"

### SUPPLEMENTAL FEDERAL CONTRACT PROVISIONS AND CONDITIONS FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### Title VI Clauses for Compliance with Nondiscrimination Requirements

(Reference: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

## ATTACHMENT "D"

### SUPPLEMENTAL FEDERAL CONTRACT PROVISIONS AND CONDITIONS FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
  
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI Clauses for Deeds Transferring United States Property**

(Source: Appendix B of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

#### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

**NOW, THEREFORE,** the Federal Aviation Administration as authorized by law and upon the condition that the CITY OF TURLOCK will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights

## ATTACHMENT "D"

### SUPPLEMENTAL FEDERAL CONTRACT PROVISIONS AND CONDITIONS FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **CITY OF TURLOCK** all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto **CITY OF TURLOCK** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **CITY OF TURLOCK**, its successors and assigns.

The **CITY OF TURLOCK**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the **CITY OF TURLOCK** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

#### **Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program**

(Source: Appendix C of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

## ATTACHMENT "D"

### SUPPLEMENTAL FEDERAL CONTRACT PROVISIONS AND CONDITIONS FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

#### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **CITY OF TURLOCK** pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **CITY OF TURLOCK** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **CITY OF TURLOCK** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **CITY OF TURLOCK** and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**

(Source: Appendix D of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

## ATTACHMENT "D"

### SUPPLEMENTAL FEDERAL CONTRACT PROVISIONS AND CONDITIONS FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

#### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **CITY OF TURLOCK** pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, **CITY OF TURLOCK** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, **CITY OF TURLOCK** will there upon revert to and vest in and become the absolute property of **CITY OF TURLOCK** and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **Title VI List of Pertinent Nondiscrimination Authorities**

(Reference: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

## ATTACHMENT "D"

### SUPPLEMENTAL FEDERAL CONTRACT PROVISIONS AND CONDITIONS FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take

**ATTACHMENT "D"**

**SUPPLEMENTAL FEDERAL CONTRACT PROVISIONS AND CONDITIONS FOR  
PROFESSIONAL SERVICES (A/E) CONTRACTS**

reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)**- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

(Reference: 29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

## ATTACHMENT "D"

### SUPPLEMENTAL FEDERAL CONTRACT PROVISIONS AND CONDITIONS FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

#### LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

(Reference: 49 CFR part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

## ATTACHMENT "D"

### SUPPLEMENTAL FEDERAL CONTRACT PROVISIONS AND CONDITIONS FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

#### RIGHT TO INVENTIONS.

(Reference 2 CFR § 200 Appendix II(F))

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

#### TRADE RESTRICTION

(Reference: 49 CFR part 30)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

## ATTACHMENT "D"

### SUPPLEMENTAL FEDERAL CONTRACT PROVISIONS AND CONDITIONS FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### **Additional Federal Provisions Required for A/E Contracts exceeding \$10,000**

##### **TERMINATION OF CONTRACT** (Reference 2 CFR § 200 Appendix II(B))

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations.

Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

## ATTACHMENT "D"

### SUPPLEMENTAL FEDERAL CONTRACT PROVISIONS AND CONDITIONS FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **Additional Federal Provisions Required for A/E Contracts exceeding \$25,000**

##### **DEBARMENT AND SUSPENSION (NON-PROCUREMENT)**

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

##### **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

##### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified

## ATTACHMENT "D"

### SUPPLEMENTAL FEDERAL CONTRACT PROVISIONS AND CONDITIONS FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

#### **Additional Federal Provisions Required for A/E Contracts exceeding \$100,000**

#### **BREACH OF CONTRACT TERMS** (Reference 2 CFR § 200 Appendix II(A))

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

(Reference: 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G))

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

## ATTACHMENT "D"

### SUPPLEMENTAL FEDERAL CONTRACT PROVISIONS AND CONDITIONS FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

#### CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.

(Reference: 2 CFR § 200 Appendix II (E))

##### 1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

##### 2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

##### 3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

## ATTACHMENT "D"

### SUPPLEMENTAL FEDERAL CONTRACT PROVISIONS AND CONDITIONS FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

#### 4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

#### TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.



## Council Synopsis

March 24, 2015

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From: Michael Cooke, Director of Municipal Services

Prepared by: Wayne Clay, WQC Division Manager

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving the purchase of filter media and associated hardware from Aqua-Aerobics Systems, Inc., for the tertiary filters at the Turlock Regional Water Quality Control Facility, in an amount not to exceed \$49,732 from Fund 410-51-534.44030\_038 "Tertiary Filter Media" without compliance to the formal bid procedure, having found that the criteria listed in Turlock Municipal Code Title 2, Chapter 7, Section 08(b)(2) and (b)(6) have been satisfied

### 2. DISCUSSION OF ISSUE:

The media on the tertiary filters at the City's Regional Water Quality Control Facility is losing its removal efficiency and is in need of replacement. The tertiary filters enable the City to meet stringent limits for Total Suspended Solids (TSS) and Nephelometric Turbidity Units for the Regional Water Quality Control Facility's effluent. Effective, efficient media is crucial to the removal of these contaminants and the ability to meet effluent limits.

Staff requests the purchase of the filter media and associated hardware from Aqua-Aerobics Systems, Inc without compliance to the formal bid procedure, having found that the criteria listed in the following Turlock Municipal Code sections have been satisfied:

***TMC 2-7-08(b)(2): Commodity can be obtained from only one vendor.***

Aqua-Aerobics Systems is the Sole Supplier of this media. The City purchased the original filter equipment from Aqua-Aerobics Systems; therefore, they are the only supplier of the replacement filter media.

***TMC 2-7-08(b)(6): The Council shall have adopted a resolution by at least four (4) affirmative votes determining that the best interests of the City require that the purchased be made without compliance with the formal bid procedure.*** At its regularly scheduled meeting of November 18, 2008, the Turlock City Council approved Resolution No. 2008-223 authorizing the sole source procurement of filter media from Aqua-Aerobics Systems without compliance to the formal bid procedure.

**3. BASIS FOR RECOMMENDATION:**

Staff recommends the authorization to purchase filter media to restore the existing filters back to as new conditions. The filter media is replaced every two years due to wear.

**Strategic Plan Initiative:**

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

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

Fiscal Impact: \$49,732 currently budgeted in fund 410-51-534-44030\_038  
"Tertiary Filter Media"

There is \$50,000 budgeted in this account. Purchase of the media and hardware will leave a balance of \$268 for fiscal year 2014-2015.

There is no impact to the General Fund.

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

A. Do not approve the purchase of the filter media. This alternative is not recommended; failure of the tertiary filters to operate efficiently could place the City at risk of exceeding its wastewater permit limits on a regular basis. The City can be assessed \$3,000 for each separate instance of failing to comply with the permit limits.

source procurement of filter media from Aqua-Aerobics Systems without compliance to the formal bid procedure.

**3. BASIS FOR RECOMMENDATION:**

Staff recommends the authorization to purchase filter media to restore the existing filters back to as new conditions. The filter media is replaced every two years due to wear.

**Strategic Plan Initiative:**

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

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

Fiscal Impact: \$49,732 currently budgeted in fund 410-51-534-44030\_038  
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There is \$50,000 budgeted in this account. Purchase of the media and hardware will leave a balance of \$268 for fiscal year 2014-2015.

There is no impact to the General Fund.

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

A. Do not approve the purchase of the filter media. This alternative is not recommended; failure of the tertiary filters to operate efficiently could place the City at risk of exceeding its wastewater permit limits on a regular basis. The City can be assessed \$3,000 for each separate instance of failing to comply with the permit limits.



## Council Synopsis

March 24, 2015

53

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez / Presented by: Michael Cooke

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving the service agreement with Presort Center of Stockton, Inc., for laser printing of Utility Billing, Mailing Services, and Business Licenses, for a period of twelve (12) months, in an amount not to exceed \$127,000

### 2. DISCUSSION OF ISSUE:

Staff is recommending an authorization to award said Contract No. 15-012 with Presort Center of Stockton, the lowest response and responsible bidder meeting all specifications. Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-09 (c) (5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

The Purchasing Office solicited formal bids for laser printing, mailing services and business licenses on Request for Proposal (RFP) 15-309 by publishing the formal bid notice in the local newspaper, the City's website, City Hall's bulletin board, and contacting potential bidders by fax or email. Twenty-Two (22) vendors were solicited and no local vendors within the City limits submitted a bid. Four (4) vendors submitted bids.

The United States Postal Service has proposed a price increase and the implementation date will be on April 26, 2015. The increase for First-Class mail will be 1.949%; the increase for Standard Mail will be 1.886%. The proposed price increases will raise the annual cost of mailing for Utility billing, Business Licenses, and other notices by 4%.

Purchasing and Finance Supervisor evaluated the bids. Award bid recap is shown below:

Description	Presort of Stockton, CA	ABS Direct Modesto, CA	PIN Presort San Jose, CA	PGI Pacific Graphic, Inc. City of Industry
Monthly Utility Billing (based on 19,000 accounts)	\$1,520	\$1,995	\$2,850	\$7,934
Extended Price	\$18,240	\$23,940	\$34,200	\$95,202
Business License (Based on 2,500 licenses & 2 <sup>nd</sup> & 3 <sup>rd</sup> Notices)	\$3,517	\$5,412	7,176	\$22,562
Estimated Annual Postage	\$98,298	\$112,230	\$104,748	112,230
<b>Total Bid</b>	<b>\$121,575.00</b>	<b>\$143,577.00</b>	<b>\$148,974.00</b>	<b>\$237,928.00</b>
Postage Rate for Zip + 4 Route Sorting Per Item	0.381	0.435	0.406	0.435

**3. BASIS FOR RECOMMENDATION:**

City staff's recommendation is to award contract to the lowest responsive bidder meeting all specifications and requirements to Presort of Stockton, in an amount not to exceed \$127,000. Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-09 (c) (5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

**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:**

Currently budgeted at line numbers listed below and will be split equally:

110-10-106.44020	Finance Forms
110-10-106.44015_003	Forms Utility Billing
410-51-530.44020	WQC Forms Finance Billing
420-52-550.44020	Water Forms Finance Billing
110-10-106.44015_002	Finance Utility Billing Postage
410-51-530.44015_002	WQC Utility Billing Postage
420-52-550.44015_002	Water Utility Billing Postage
110-10-106.44040_000	Finance Postage General

Fiscal impact to above line numbers: \$127,000

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

A. Do not approve the agreement. This alternative is not recommended, the City does not have the staff or the resources to perform these specialized services.



**AGREEMENT FOR SPECIAL SERVICES**  
between  
**CITY OF TURLOCK**  
and  
**PRESORT CENTER OF STOCKTON INC**  
for  
**LASER PRINTING, MAILING SERVICES AND BUSINESS LICENSES**  
CONTRACT NO. 15-012

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**THIS AGREEMENT** is made this 24<sup>th</sup> day of March, 2015, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **PRESORT CENTER OF STOCKTON, INC.**, a California Corporation, hereinafter referred to as "CONTRACTOR."

**WITNESSETH:**

**WHEREAS**, CITY has a need for laser printing, mailing services and business licenses for Municipal Services Finance A/R Division; and

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

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

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

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

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

4. **COMPENSATION:** CITY agrees to pay CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Section I and for performance by CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed One Hundred Twenty Seven Thousand and No/100<sup>ths</sup> Dollars (\$127,000.00). CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

**5. TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning April 1, 2015 and ending March 31, 2016, subject to CITY's availability of funds.

**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 CONTRACTOR thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONTRACTOR will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONTRACTOR's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (at least as broad as CG 20 10

for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

(c) Deductibles and Self-Insured Retentions: 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 (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

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

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

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

(e) Automobile Insurance: CONTRACTOR shall furnish CITY with proof of

automobile liability coverage and a valid California driver license.

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

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

(h) Waiver of Subrogation: 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.

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

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

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

CONTRACTOR shall determine the method, details and means of performing the work and services to be provided by CONTRACTOR under this Agreement. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement.

CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period service are provided to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

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

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

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

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

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

**11. TERMINATION OF STATED EVENT:**

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

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

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

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to

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

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

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

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

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

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

**14. TIME:** Time is of the essence in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**31. RECORD INSPECTION AND AUDIT:** CONTRACTOR shall maintain adequate records to permit inspection and audit of CONTRACTOR's time and material charges under this Agreement. CONTRACTOR shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

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

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

**34. NOTICE:** Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days

after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

**for CONTRACTOR: PRESORT OF STOCKTON, INC.**  
**ATTN: MICHAEL GUTTERRES**  
**3806 CORONADO AVENUE**  
**STOCKTON, CA 95204**  
**PHONE: (209) 941-2467 OR (209) 940-6815**  
**FAX: \*(209) 941-0380**  
**EMAIL: Michael@pre-sort.com**

**for CITY: CITY OF TURLOCK**  
**ATTN: BETH MORGAN,**  
**MUNICIPAL SERVICES ADMINISTRATION DIVISION**  
**156 SOUTH BROADWAY, SUITE 270**  
**TURLOCK, CALIFORNIA 95380-5454**  
**PHONE: (209) 668-5542 Ext. 1311**  
**FAX: (209) 668-5565**  
**EMAIL: bmorgan@turlock.ca.us**

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

**CITY OF TURLOCK, a municipal corporation**

**PRESORT OF STOCKTON, INC.**

By: \_\_\_\_\_  
Roy W. Wasden, City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO SUFFICIENCY:

Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Cooke, Director of  
Municipal Services Department

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Phaedra A. Norton, City Attorney

ATTEST:

By: \_\_\_\_\_  
Kellie E. Weaver, City Clerk

**SECTION 1  
LASER PRINTING, MAILING SERVICES AND BUSINESS LICENSES  
SPECIFICATIONS AND SCOPE OF WORK**

**1.1 SCOPE OF WORK**

The Contractor will provide laser printing and mailing services for the City of Turlock Monthly Utility Billings and Business License Renewal Billings.

**1.2 UTILITY BILLINGS**

Approximately: 19,000 accounts billed monthly to be mailed as soon as printed.

a) Delinquent Notices: Approximately 2,500 per month uses 2 colors on form, as being in addition to the regular Utility Bills (approximately 19,000 per month).

**1.3 BUSINESS LICENSES**

Approximately: 4,000 Business License Renewals Billed semi-annually for January and July and mailed on the last working day of December and June.

Approximately: 900 Business License Second Notices Billed semi-annually late February and August.

**1.4 CITY'S BILLING SOFTWARE FOR UTILITY BILLING & BUSINESS LICENSES**

The City's software is New World System and the data file format is XML.

**1.5 WAREHOUSE**

Contractor will be required to warehouse all forms and envelopes, for at least twelve (12) months supplies and also to warehouse all inserts as needed on a monthly basis.

Contractor will be responsible for all warehouse inventory control report of City's supplies to City on a monthly basis to the Finance Office, via fax at (209) 668-5565, within 10 working days after mailings.

The City will provide all envelopes. Envelopes are a separate bid process and not included in this RFP.

● See attached for form samples.

**1.6 POSTAGE**

Postage at best current first rate by United States Postal Service using Zip + 4 Route Sorting.

Postal Report to be faxed monthly to Finance Office's Fax 209-668-5565 within 10 days after mailings.

## 1.7 PRINTING SPECIFICATIONS

Contractor shall provide laser printing ***double-sided, forms to be perforated, folding,*** inserting and metering for the City's Utility bills and business licenses. All utility bills must have a bar code readable with City of Turlock's current "Bar Code Readers." Both of the Utility bill forms (regular and delinquent) have a perforation for the remittance stub.

### a) **Utility Bills**

8 ½ x 11 White Paper, 24# Bond Paper  
Perforated; at the top of page (approximately 3-3/4")  
Double-sided form  
Bid for 2 color ink – Cost per form  
Bid for 3 color ink – Cost per form  
Bid for 4 color ink – Cost per form

### b) **Business Licenses**

Form size 8 ½ –11 White Paper, 24# Bond Paper  
Perforated; at the top of page (approximately 3-3/4")  
Double-sided form  
Bid for 2 color ink – Cost per form

### c) **Inserts**

Three (3) inserts per envelope (Standard is Utility Bill, Return Envelope and City Inserts.

*The printing of inserts is a separate bid process. The City will not pay shipping to Contractor's location and expects the Contractor to pick-up the inserts from the City location at no cost to the City.*

### d) **Pick-Up & Delivery Costs**

Contractor shall not charge the City for any pickup or delivery cost per trip.

## 1.8 ADDITIONAL SERVICES

Contractor shall provide form set-up & City's logo cost and any other form changes after original set-up has been provided.

ORIGINAL

**BID PROPOSAL EXHIBIT 'A'**

**CITY OF TURLOCK  
BID PROPOSAL FORM**

**BID NO RFP 15-309**

**BID DUE DATE: JANUARY 28, 2015 AT 3:00 P.M.**

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

**“LASER PRINTING, MAILING SERVICES AND BUSINESS LICENSES”**

1) Return original bid to:

**City of Turlock  
Municipal Services Department Purchasing  
156 S. Broadway, Ste 270  
Turlock, CA 95380-5454**

- 2) Price shall be F.O.B. Destination or for the service rendered.
- 3) Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.
- 4) Bid must be on this bid form and signed by vendors authorized representative.

**BIDDER TO READ**

**NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL  
BLANKS ARE FILLED IN.**

**Company:** Pre-Sort Center of Stockton, Inc.

**Address:** 3806 Coronado Avenue, Stockton, CA 95204-2314

**Telephone Number** 209-941-2467 **Fax Number** 209-941-0380

**E-Mail Address** Michael@Pre-Sort.com

**Authorized Representative (print)** Michael Gutterres

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for laser printing, mailing services and business licenses dated January 28, 2015, at the prices indicated herein.

## Bid Sheet

<b>LASER PRINTING AND MAILING SERVICES</b>				
Proposal should include laser printing, folding, inserting, metering and presorting for postage discount and USPS Move Update Compliance must be also included in the rate. (Three (3) inserts per envelope – Utility bill, and return envelope)				
Quantity	DESCRIPTION	Monthly Rate	X	Extended Price
<b>Utility Billing</b>				
19,000	Monthly Utility Account	\$ 1520.00	12	\$ 18,240.00
2,500	Monthly Delinquent Utility Account	\$ 200.00	12	\$ 2400.00
<b>Business Licenses</b>				
Quantity	DESCRIPTION	Semi-Annually	x	Extended Price
4,000	Business License Renewal	\$ 477.42	2	\$ 954.84
900	Business License Second Notice	\$ 81.00	2	\$ 162.00
Postage best current rate for Zip + 4 Route Sorting per item \$ <u>0.381</u> for qualifying mail				
Cost for 4 insert per envelope				\$ -0-
Cost for each additional insert				\$ 0.01/each
Cost for 2 Color Ink per Form				\$ N/C - Black plus 1
Cost for 3 Color Ink per Form				\$ 0.0004/ea
Cost for 4 Color Ink per Form				\$ 0.0008/ea

List any extra charges not described above: Custom programming at \$100.00 per hour, billed in fifteen (15) minute increments.

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

**Early Pay Discount**

A -0- % discount is offered for payment within -0- days.

(Note: Discount period must be fifteen days, or greater, to be considered.)

**City Business License:** Contractor will have a City of Turlock business license.

Does your firm hold a City of Turlock Business Tax Certificate? Yes  No

If yes, list business license number: 71371

**"Piggyback" Contracting**

Will your firm extend the same prices, terms and conditions to other public agencies?

Yes  No

**Contact Information for Service**

Provide the following information about the City's contact for services.

Name:	Michael Gutterres
Phone Number:	209-941-2467
Fax Number:	209-941-0380
Cell Number:	209-403-6025
Email Address:	Michael@Pre-Sort.com

**Compliance**

Bidder, have you complied with the specifications, terms and conditions of this bid?

Yes  X  NO \_\_\_\_\_

A "NO" answer requires a detailed explanation giving reference to all deviations.

**Addendums (if applicable):**

Bidder acknowledges receipt of ADDENDUM NO.  NONE , \_\_\_\_\_

**Terms**

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

**Nondiscrimination Clause**

- a) In connection with the execution of this agreement, CONTRACTOR shall not discriminate against any employee for applicant for employment because of age, race, religion, color, and sex or nation origin. CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regards to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall also comply with requirement of Title VII of the Civil Rights Act of 1964 (P.L.88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.
- b) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.
- c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.



The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

Pre-Sort Center of Stockton, Inc.

\_\_\_\_\_  
Company Name



\_\_\_\_\_  
Signature of Authorized Representative

68-0279380

\_\_\_\_\_  
Federal Tax ID Number

***\*Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.***

# EXHIBIT 'G'

## CITY OF TURLOCK REQUEST FOR PROPOSAL AND SPECIFICATIONS NO.15-309 LASER PRINTING, MAILING SERVICES AND BUSINESS LICENSES

### PARTICIPATION

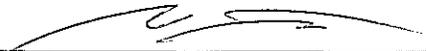
#### BIDDER TO COMPLETE THE FOLLOWING:

City of Turlock is requesting that you indicate on this form, Exhibit G, if your company will extend the pricing, terms and conditions of this bid to other government agencies, if the vendor is the successful vendor. If the successful vendor agrees to this provision, to other supported agencies co-op (piggyback) may enter into a contract with the successful vendor for the services described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City of Turlock for this bid.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the term of the original contract, all the while holding the City of Turlock harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies as you are proposing to extend to the City of Turlock.

Yes, we will extend contract terms and conditions to all qualified agencies within the San Joaquin Valley Purchasing Group and other tax-supported agencies.

No, we will not extend contract terms to any agency other than the City of Turlock.



(Authorized Signature)

Executive Vice President

Title



## Council Synopsis

March 24, 2015

5K

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

Prepared by: Carla McLaughlin, Staff Services Technician

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Accepting monetary donations of \$566.46 received from January through March, Fiscal Year 2014-15, to be deposited for a variety of Parks, Recreation & Public Facilities Department programs, scholarships, and activities

### 2. DISCUSSION OF ISSUE:

Staff has received donations for many programs and activities implemented by the Parks, Recreation & Public Facilities Department as per Exhibit A. Through the development and promotion of the "People, Program and Partnerships" program, staff has successfully engaged private businesses, non-profit agencies and individuals in creating community by supporting a variety of recreation, sports, and art activities. Monies received through donations assist in offsetting City resources typically provided by General Funds.

### 3. BASIS FOR RECOMMENDATION:

A) City policy requires that the City Council accepts all donations.

**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:

**Fiscal Impact:** Increases to account numbers as attached in Exhibit A of the resolution.

Total amount donated \$566.46

**5. CITY MANAGER'S COMMENTS:**

Recommend Approval

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

A). The Council may choose not to accept this funding. Staff does not recommend this alternative, as these donations were solicited from the community to support programs, scholarships and recreational activities.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }  
MONETARY DONATIONS OF \$566.46 }  
RECEIVED FROM JANUARY THROUGH }  
MARCH, FISCAL YEAR 2014-15, TO BE }  
DEPOSITED FOR A VARIETY OF PARKS, }  
RECREATION & PUBLIC FACILITIES }  
DEPARTMENT PROGRAMS, }  
SCHOLARSHIPS, AND ACTIVITIES }  
\_\_\_\_\_ }

RESOLUTION NO. 2015-

**WHEREAS**, the Parks, Recreation & Public Facilities Department receives donations from the community to support a variety of programs, scholarships and activities; and

**WHEREAS**, through the development and promotion of the "People, Program and Partnerships" program, staff has successfully engaged private businesses, non-profit agencies and individuals in creating community by supporting a variety of recreation, sports, and art activities; and

**WHEREAS**, monies received through donations assist in leveraging City resources which are then deposited to various accounts as indicated on the attached Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby accept monetary donations of \$566.46 received from January through March, Fiscal Year 2014-15, to be used for a variety of Parks, Recreation & Public Facilities Department programs and activities.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 24<sup>th</sup> 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

RECREATION PROGRAM DONATIONS & IN KIND CONTRIBUTIONS								
Date	Donor	Address	City	State	Zip Code	Account Number	Amount	
12/9/2014	City of Turlock Employees		CA	95380	270-61-635-399.37200_000	\$	180.00	
1/29/2015	Save Mart Shares Program	P O Box 4664	Modesto	CA	95352	270-61-635-399.37200_000	\$	176.46
2/19/2015	Rotary Club of Turlock	P O Box 1713	Turlock	CA	95381	270-61-635-399.37200_000	\$	150.00

In Kind  
 2/18/2015 Secret Donor

Donation Total \$ 506.46  
 Used X-Box unit \$ 60.00  
 In Kind Total \$ 60.00  
 Grand Total \$ 566.46

Taken to City Council March 24, 2015 for acceptance.



## Council Synopsis

5L

March 24, 2015

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From: Julie Burke, Senior Accountant

Prepared by: Julie Burke, Senior Accountant

Agendized by: Roy Wasden, City Manager

**1. ACTION RECOMMENDED:**

Resolution: Re-appropriating \$9,525 in unspent funds from Fiscal Year 2013-14 to account number 269-60-614-373.51270 "Dog Park Construction Project" from Fund 269 "Parks & Public Facilities Grants-Dog Park" reserve balance for completion of City Project No. 14-20, "Swanson-Centennial Dog Park"

**2. DISCUSSION OF ISSUE:**

On May 27, 2014 the City Council approved the appropriation of \$66,526.00 for City Project No. 14-20, "Swanson-Centennial Dog Park".

**3. BASIS FOR RECOMMENDATION:**

Work to complete the project has continued on in to fiscal year 2014-15. There was \$9,525.00 available from the original funding of \$66,526.00 at 6/30/14 to complete the project. Staff is requesting that the remaining funding for this project be appropriated in to the current fiscal year to complete the dog park.

**Strategic Plan Initiative: B. POLICY INITIATIVE – FISCAL RESPONSIBILITY**

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

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

**Fiscal Impact:** \$9,525

Re-appropriate \$9,525 to account number 269-60-614-373.51270 "Dog Park Construction Project" from Fund 269 "Parks & Public Facilities Grants-Dog Park" reserve balance for completion of City Project No. 14-20, "Swanson-Centennial Dog Park".

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N. A.

**7. ALTERNATIVES:**

Deny re-appropriation of the funds to complete the project. Staff does not recommend this alternative as the majority of the funds for the Swanson-Centennial Dog Park were donated.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING }  
\$9,525 IN UNSPENT FUNDS FROM }  
FISCAL YEAR 2013-14 TO ACCOUNT }  
NUMBER 269-60-614-373.51270 "DOG }  
PARK CONSTRUCTION PROJECT" FROM }  
FUND 269 "PARKS & PUBLIC FACILITIES }  
GRANTS-DOG PARK" RESERVE BALANCE }  
FOR COMPLETION OF CITY PROJECT }  
NO. 14-20, "SWANSON-CENTENNIAL DOG }  
PARK" }

RESOLUTION NO. 2015-

**WHEREAS**, the City of Turlock previously accepted donations to construct a dog park at Swanson-Centennial Park; and

**WHEREAS**, on May 27, 2014, the City Council approved the appropriation of \$66,526 for City Project No. 14-20, "Swanson-Centennial Dog Park"; and

**WHEREAS**, a portion of the funding was available on 6/30/14 and must be re-appropriated in Fiscal Year 2014-2015 in order to complete the construction of the dog park.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby re-appropriate \$9,525 in unspent funds from Fiscal Year 2013-2014 to account number 269-60-614-373.51270 "Dog Park Construction Project" from Fund 269 "Parks & Public Facilities Grants-Dog Park" reserve balance for completion of City Project No. 14-20, "Swanson-Centennial Dog Park".

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 24<sup>th</sup> 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

5M

MAR 8 2015

**CLAIM AGAINST THE CITY OF TURLOCK  
CLAIM AGAINST THE PUBLIC EMPLOYEES OF THE CITY OF TURLOCK  
(Pursuant to Section 910, et. seq., Government Code)**

**NAME, ADDRESS AND TELEPHONE NUMBER OF CLAIMANT:**

Ronald West  
1317 Myrtle Street #1  
Turlock, California 95380  
(209) 262-7721

**NAME AND ADDRESS OF PERSON TO WHOM ANY NOTICES CONCERNING CLAIM SHOULD BE SENT:**

Mark S. Nelson, Esq.  
LAW OFFICES OF MARK S. NELSON  
215 McHenry Avenue  
Modesto, California 95354  
Telephone: (209) 529-0995  
Facsimile: (209) 529-6207

**DATE AND TIME WHEN DAMAGE OR INJURY OCCURRED:**

December 2, 2014

**LOCATION OR OCCURRENCE:**

The sidewalk at the premises located at 1211 Myrtle Street Turlock, California. Attached hereto, and incorporated herein by reference, are copies of the sidewalk, and the condition of the sidewalk, where the incident occurred.

**CIRCUMSTANCES OF OCCURRENCE.**

Claimant, Ronald West, tripped on the defective sidewalk at the premises located at 1211 Myrtle Street, Turlock, California. The claimant contends, among other things, that the sidewalk is improperly raised and uneven, with a substantial gap in the cement, as is evidenced by the photographs attached to said claim. The claimant contends the City of Turlock owns the public property on which the dangerous condition existed. The public entity had actual and/or constructive notice of the existence of the dangerous condition in sufficient time prior to the injury to have corrected it.

Claimant further alleges that public employees, in the discharge of their duty, should have recognized the dangers and remedied said dangers and that the failure to do so was negligence. This occurred within the course and scope of their employment, thus, the City of Turlock is liable as their employer.

**DESCRIPTION OF LOSS, DAMAGE OR INJURY.**

Claimant sustained injuries to his right knee which required surgery.

**NAME(S) OF CITY EMPLOYEE(S) CAUSING INJURY, DAMAGE OR LOSS IF KNOWN.**

Unknown.

**AMOUNT CLAIMED AT PRESENT INCLUDING, ESTIMATED AMOUNT OF ANY PROSPECTIVE LOSSES.**

This action will be pursued in the Superior Court and will not be a limited civil case. We do not state an amount in the claim because the amount of the claim exceeds that amount set forth in Government Code Section 910(f).

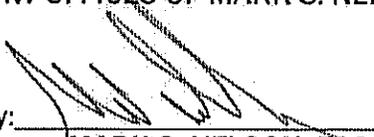
**NAME(S) AND ADDRESS(ES) OF WITNESS(ES), DOCTOR(S), AND/OR HOSPITAL(S).**

Emanuel Medical Center, 825 Delbon Avenue, Turlock, California.  
Mitchell Cohen, M.D. – 800 Delbon Avenue, Turlock, California.  
Turlock Imaging – 3900 Geer Road Turlock, California.  
Doctors Medical Center – 1441 Florida Avenue Modesto, California.  
Golden Bear Physical Therapy – 3800 Geer Rd. #101 Turlock, California.

Dated: February 26, 2015

LAW OFFICES OF MARK S. NELSON

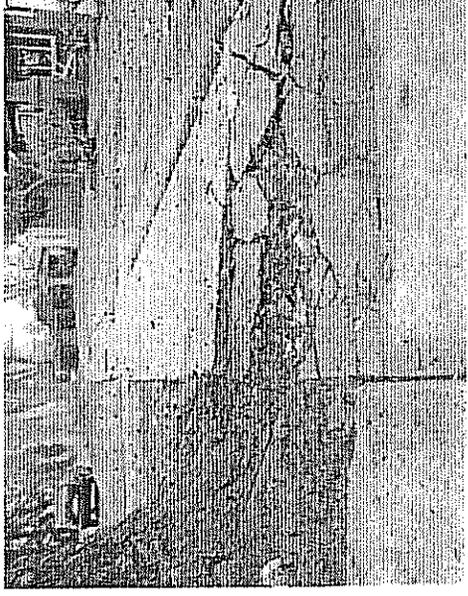
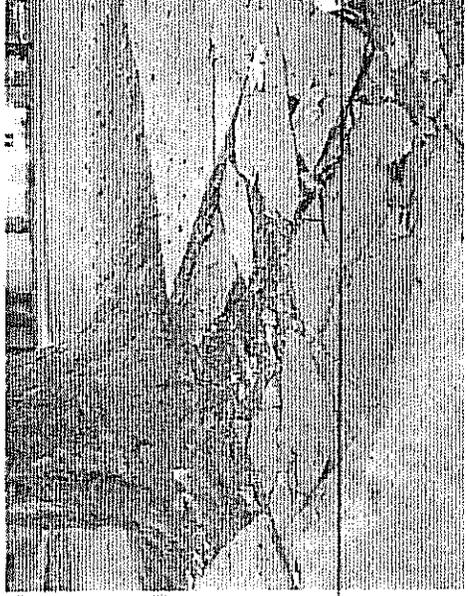
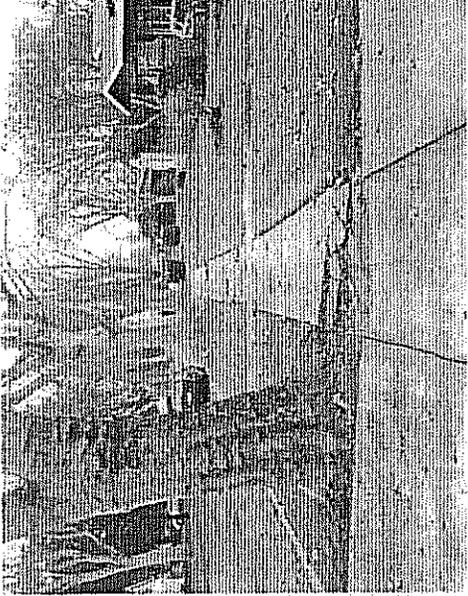
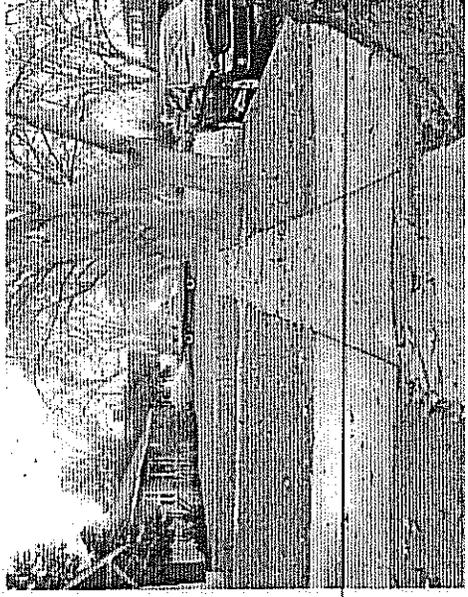
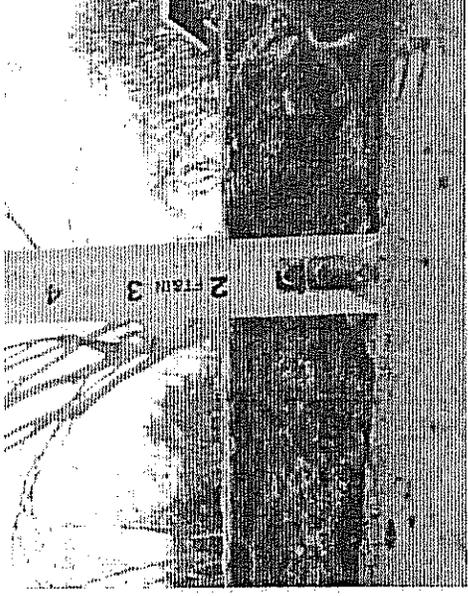
By: \_\_\_\_\_

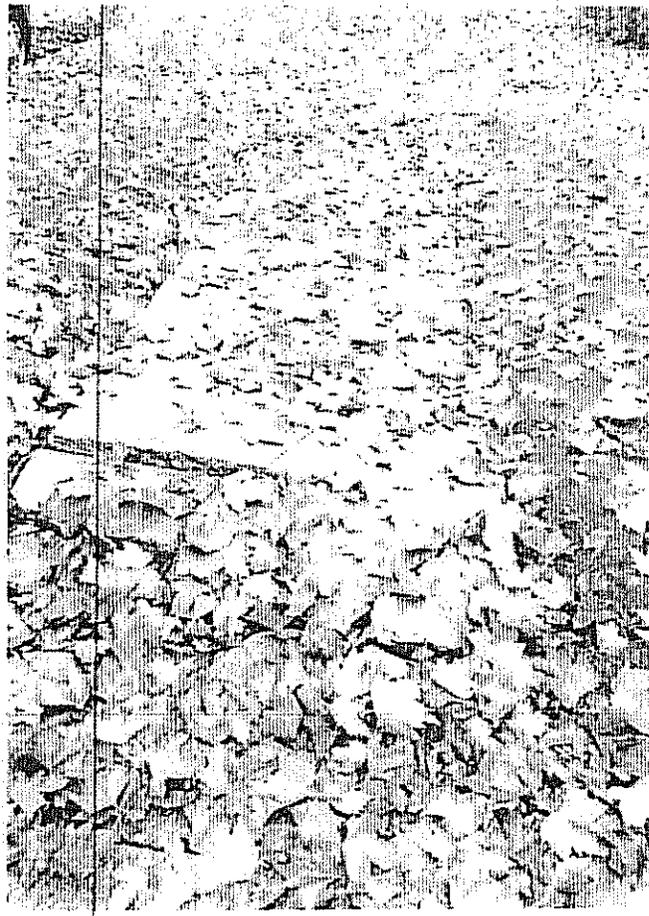
  
MARK S. NELSON, ESQ.  
Attorney for Claimant

**CLAIM TO BE DELIVERED TO:**

Kellie E. Weaver, City Clerk  
City of Turlock  
156 S. Broadway, Suite 230  
Turlock, CA 95380







5N

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: TURLOCK POLICE DEPT / JOEY RODRIGUEZ, CORPORAL (Name of Entity)

Claimant's name: JAMES WOOD

SS#: \_\_\_\_\_ DOB: \_\_\_\_\_ Gender: Male \_\_\_\_\_ Female \_\_\_\_\_

Claimant's address: 185 N TULLY ROAD, TURLOCK, CA 95350

Claimant's Telephone Number(s): (209) 634 2944

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

Date of incident/accident: 12-03-14

Date injuries, damages, or losses were discovered: 12-03-14

Location of incident/accident: DAYS INN MOTEL. SAME ADDRESS. ROOM 118.

What did entity or employee do to cause this loss, damage, or injury? FORCE ENTRY / SWAT TEAM.

CASE # 0114008124 (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)?

JOEY RODRIGUEZ - CORPORAL.

What specific injuries, damages, or losses did claimant receive? DAMAGED DOOR + DOOR LOCK.

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

If the amount of your claim does not exceed \$10,000, state the total amount claimed: \_\_\_\_\_

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

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

How was this amount calculated (please itemize)? TEMP. DOOR 5160.36. LOCK \$322.63

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

Date Signed: 12/4/14 Signature: [Signature]

If signed by representative:

Print Representative's Name DARREN PHILLIPS / MANAGER Telephone 209 634 2944

Address 185 N TULLY RD. TURLOCK, CA 95380

Relationship to Claimant PROPERTY MANAGER.



BEYOND SECURITY

ILCOSTORE

Welcome James Woo,  
if not James please click here



1 item(s)

SEARCH Search by Keyword or Item

LOGIN

Order Placed By: diturlock@gmail.com

ORDER SUMMARY

SHIPPING

Shipping Address

Required Fields

Shipping Method

EIN #: 20-5915281

Standard Ground Service \$47.14

Please update First name and Last name on address instead of adding a duplicate address.

2nd Day Service \$136.90

Address Book: CA - 185 N Tully Rd - (95380)

Overnight Service \$198.77

Country: United States

Ship On My Account (Kindly specify service and carrier name in carrier name field like UPS-Expedited) \$0.00

First Name: James

Last Name: Woo

Property Name: Days Inn Turlock

Address 1: 185 N Tully Rd

Address 2:

Phone: (209) 634-2944

EXT:

City: Turlock

State: California

Zip: 95380

Allow Partial Shipments (additional charges may be applicable)

PAYMENT

**710-II Complete Lock - AMM**  
 Mortise 1 1/4" (32mm) face plate -  
 Long levers - Mechanical key  
 override, removable Ilco cylinder -  
 Left handing - For 1 3/8" to 1 1/2"  
 (35-40 mm) door thickness - Ultra  
 Plated - Satin brass finish  
 - Standard mortise - 1 1/4" (32 mm)  
 face plate, deadbolt operated by the  
 thumbturn  
 - Long Levers  
 - Ilco cylinder (keyed alike)  
 - Right hand lock  
 - For door thickness of 1 5/8" to 1 3/4"  
 (41-46 mm)  
 - Ultra plated  
 - Satin Chrome  
 Price \$352.63  
 Quantity 1  
 Item Total: \$352.63

SUMMARY OF CHARGES

Subtotal: \$352.63  
 Shipping: \$47.14  
 Tax: \$22.86  
 Order Total: **\$322.63**

APPLY COUPON

Apply Coupon

Coupon(s) may be removed if you make changes to your order after applying the coupon. In such cases, please reapply your coupon(s). It is usually best to apply the coupons in the end just before payment.



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[FAQs](#) | [Privacy Policy](#)

Powered by: Ignify eCommerce

Replacement Lock in # 118

VALLEY DISTRIBUTORS, INC.

VALLEY DISTRIBUTORS INC  
1900 S. PAULSON RD.  
TURLOCK, CA 95381

1806

PHONE (209) 667-2700 (800) 238-8300 FAX (209) 667-0345

www.valleydistinc.com



03/2014

16:03:04

CREDIT CARD  
VISA SALE

IRD # XXXXXXXXXXXX4055  
VOICE 0003  
Q # 0003  
sch # 000286  
approval Code: 005332  
Order Method: Manual  
Order Code: Online  
Order Code: NYZ

ORDER AMOUNT \$160.36

CUSTOMER NUMBER <i>Times</i> <u>3306</u>	JOB NUMBER 185 N. Tully
916-601-7760	LOCATION Turlock

CUSTOMER ORDER NO.	SALESMAN DU	DATE WANTED ASA
--------------------	----------------	--------------------

SIZE	L.H. R.H.	1% 1%	S.C. H.C.	TYPE	JB TYPE & SIZE	SILL	BORE	REMARKS
4 7/8	LH	1/4	1/4	1/4 R	-	-	1 1/2	149.00
off frame								
4 3/8			M	38 1/8	B	67 1/8		11.26
4 1/4				metal frame	thick	for		
Box				4 10 1/2	center			

\$160.36  
total due

Need to Collect

WINDOW STOOL & APRON

1 x 12

1 x 4

1 3/4

ROSETTS

S & R

BASE

CUSTOMER'S SIGNATURE X *[Signature]*

DATE COMPLETED  
12/3/14

FILLED BY

TERMS: All invoices are due and payable on the 10th of the month following date of delivery. Invoice balances which are unpaid on the 30th of the month following the date of delivery are delinquent and are subject to a LATE CHARGE of 1% per month (MINIMUM OF .50¢) which is an ANNUAL PERCENTAGE RATE of 18%

82032

ERRORS OR DAMAGE MUST BE NOTED AND CORRECTED ON RECEIPT OF GOODS



CLAIM FORM

MAR 5 2015

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: \_\_\_\_\_ (Name of Entity)

Claimant's name: NINEF A KARAM

SS#: \_\_\_\_\_ DOB: 05-11-77 Gender: Male X Female

Claimant's address: 1945 NOBLE LN. TURLOCK, CA- 95380

Claimant's Telephone Number(s): (209) 202-6954

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

Date of incident/accident: JAN 24, 2015

Date injuries, damages, or losses were discovered: JAN 25, 2015

Location of incident/accident: 12012 N. GOLDEN ST BLVD

What did entity or employee do to cause this loss, damage, or injury? BIG POT HOLES (3) ABOUT 23" DEEP 12" OR MORE IN LENGTH (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)? I DON'T KNOW

What specific injuries, damages, or losses did claimant receive? RIMS BENT (NOW Wobble WHEN DRIVING) & FLAT TIRES DUE TO IMPACT! SEE BACK -> (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: \$642.00

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)? 4 RIMS W/ NEW ADAPTERS

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

Date Signed: FEB 9, 2015 Signature: [Signature]

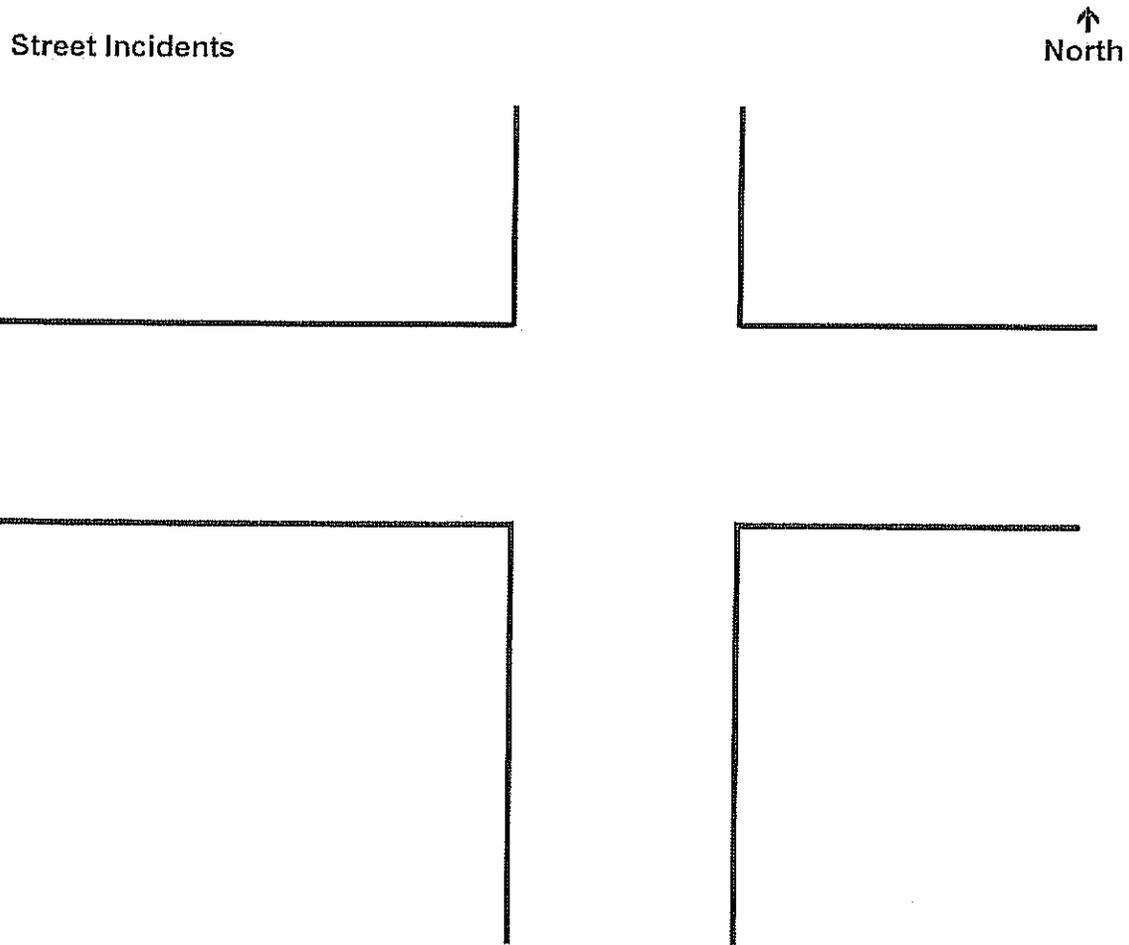
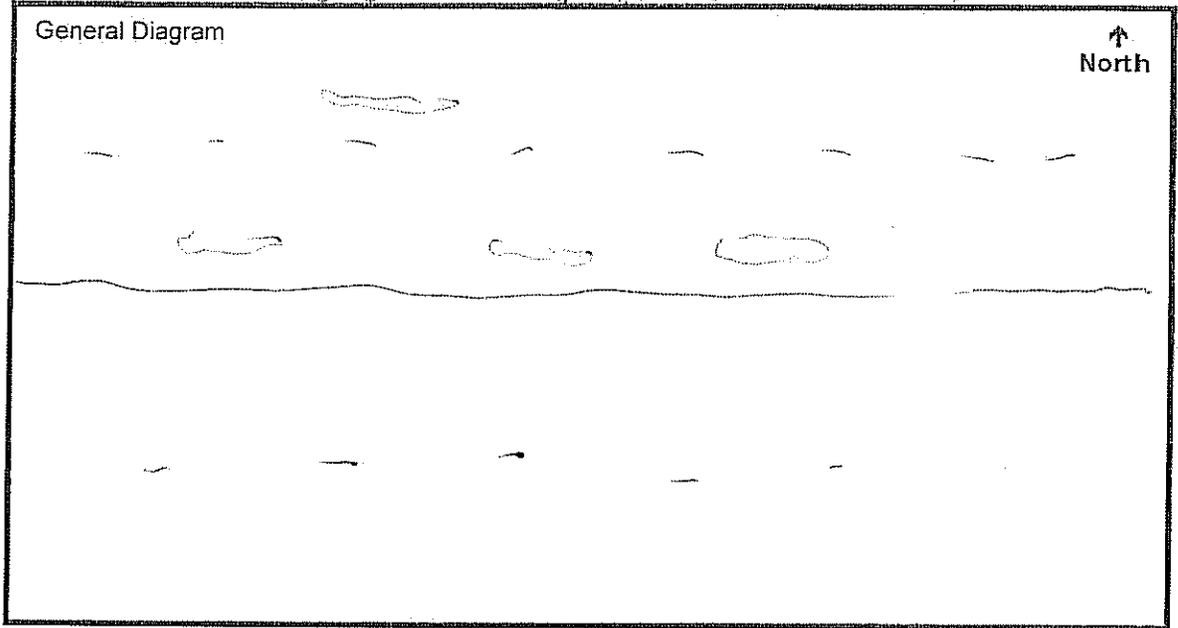
If signed by representative: Print Representative's Name Telephone Address Relationship to Claimant

Driving on N. Golden St. Blvd. I drove & hit 2 pot holes on (L) lane & switched over to (R) lane & hit another hole. I knew was big due to noise from inside the car. I got home & parked car in garage

The following day I was about to go wash my car. That's when I noticed front & rear driver side were flat & back passenger side low on air! I used my compressor to fill the tires & wasn't holding the air (kept going flat) removed air & took to tire shop they checked & found the bead blew out. & also said if I put them back on they will wobble due to being bent! & that the adapter will have to be replaced.

DIAGRAMS

1207 N. GOLDEN ST BLVD



5P



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.

RECEIVED

FEB 10 2015

CITY ATTORNEY

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

CLAIM AGAINST: City of Turlock (Name of Entity)

Claimant's name: Katie Borrelli

SS#: [redacted] DOB: 3/8/80 Gender: Male Female X

Claimant's address: 1725 Palmer Dr. Turlock

Claimant's Telephone Number(s): 632-7923 678-0548

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

Date of incident/accident: Dec. 26, 2014

Date injuries, damages, or losses were discovered: Dec. 26, 2014

Location of incident/accident: on Linwood between Tegner & Kilroy

What did entity or employee do to cause this loss, damage, or injury? Pot hole damaged my tire

(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)?

What specific injuries, damages, or losses did claimant receive? sliced tire

(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: \$ 1,114.19

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)? Quote from dealership & local tire shop

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

Date Signed: 2/5/15 Signature: Katie Borrelli

If signed by representative:

Print Representative's Name Telephone

Address

Relationship to Claimant

To Whom it May concern :

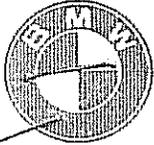
I was driving west on Linwood on Dec. 26, 2014 around 3 pm. Linwood is a very narrow road. A vehicle driving east on Linwood was approaching so I moved to the right side of my lane hitting this pothole on Linwood. There is no "shoulder" on this road. The pothole sliced my tire. I took it to the dealership the following business day to have repaired. They advised me that both front tires would need to be replaced. My car pulls to the right now and dealership told me that this was because one tire was new. That the other tire needed to be replaced and car needs to be aligned in order to run properly again. I decided to purchase the other tire from a local tire shop to save money. Here is the bill from BMW that was paid by me and a estimate from the tire shop for the other tire that needs to still be replaced. I have yet to buy the other tire and have the alignment done. Do to the cost. At the time of repair for the right passenger tire I had them fix a dent on the passenger side of my vehicle. This was damage done prior to hitting the pothole. NOT related to the claim I am submitting. The total cost for repair of the right passenger tire is \$ 557.15. The total cost to replace the front driver tire and have car aligned so that it drives properly again is \$ 556.99. Total claim of \$ 1,114.14.

Katie Borrelli

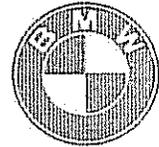
P.S.

I thought this was located in the county and I submitted a claim on 1/14/2015 to Stanislaus County. I was just advised today ( 2/6/2015 ) that this spot was in the city of turlock jurastiction. If you have any questions please call me.

*Katie Borrelli*



# VALLEY BMW



E.P.A. # CAL000216576 4369 McHenry Ave. P.O. Box 576548 Modesto, Ca. 95356-6548  
 B.A.R. # ARD211480 Phone (209) 575-0269

CELL 209-632-7923

CUSTOMER No. <b>48636</b>	ADVISOR <b>STEVEN VARNT</b>	TAG No. <b>233 G742</b>	INVOICE DATE <b>12/30/14</b>	INVOICE No. <b>BMCS111525</b>
KATIE BORRELLI 1725 PALMER DR TURLOCK, CA 95382  katie.borrelli@yahoo.com	LABOR RATE	LICENSE No.	MILEAGE <b>14,467</b>	COLOR <b>WHITE/</b>
	YEAR / MAKE / MODEL <b>13/BMW/7 SERIES/4DR SDN 750LI RWD</b>		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. No. <b>W R A Y E 8 C 5 6 D D 1 3 4 1 4 5</b>		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. No.	P.O. No.	R.O. DATE <b>12/29/14</b>	
RESIDENCE PHONE <b>209-678-0548</b>	BUSINESS PHONE	COMMENTS		
				MO: 14471

JOB# 1 CHARGES-----

LABOR-----  
 J# 1 46BMZ WHEELS/TIRES TECH(S):300 50.00  
 CLIENT STATES THE FLAT TIRE LIGHT IS ON, PLEASE INSPECT ALL  
 TIRES AND ADVISE  
 FOUND RF TIRE SIDEWALL WAS DAMAGED FROM IMPACT AND WILL  
 NO LONGER HOLD AIR PRESSURE. WILL NEED TO REPLACE TIRE,  
 SEE SPG.  
 REPLACED THE RF TIRE, BALANCED AND SET TIRE PRESSURES  
 RESET TPM AND TEST DROVE VEHICLE  
 THERE IS A SLIGHT PULL TO THE LEFT WHEN DRIVING ON A FLAT  
 ROAD, POSSIBLY FROM THE RF TIRE BEING NEW

← advised me to  
 replace LF tire.  
 didn't want to  
 go elsewhere to  
 save money.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	36-12-0-439-439	245/40 R20 PIRELLI	468.66	468.66
TOTAL - PARTS					468.66

MISC	CODE	DESCRIPTION	CONTROL NO	
	TD1	TIRE DISPOSAL 1		1.00
	TT1	STATE TIRE TAX(1 TIRE)		1.75
TOTAL - MISC				2.75

JOB# 1 TOTALS-----  
 LABOR 50.00  
 PARTS 468.66  
 MISC 2.75  
 JOB# 1 JOURNAL PREFIX BMCS JOB# 1 TOTAL 521.41

JOB# 2 CHARGES-----

LABOR-----  
 J# 2 00BMZTIRE TIRE SERVICE TECH(S):300 INTERNAL  
 PLEASE CHECK AND INFLATE TIRES TO FACTORY SPECIFICATIONS  
 TIRE PRESSURE CHECK AND INFLATED TO FACTORY SPECIFICATIONS  
 LF 35  
 RF 35  
 LR 38  
 RR 38

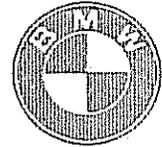
JOB# 2 TOTALS-----  
 JOB# 2 JOURNAL PREFIX BMCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES-----

LABOR-----  
 J# 3 40BMZ BRAKES TECH(S):300 WARRANTY  
 FRONT BRAKES ARE SHOWING DUE SOON-ADVISE  
 CHECKED BRAKE PAD THICKNESS, FOUND FRONT BRAKES AT 12MM AND  
 REAR AT 10MM. BRAKES ARE NOT DUE FOR SERVICE. FOUND  
 SIB 34 02 13, PERFORMED SHORT TEST AND NO FAULTS ARE STORED.  
 AS PER SIB PROGRAM VEHICLE AND PERFORM CBS BRAKE DATA  
 CONVERSION.



# VALLEY BMW



# CAL000216576  
R. # ARD211480

569 McHenry Ave. P.O. Box 576548 Modesto, Ca. 95356-6548  
Phone (209) 575-0269

CELL: 209-632-7973

CUSTOMER No. <b>48636</b>	ADVISOR <b>STEVEN VARNT</b>	TAG No. <b>233 G742</b>	INVOICE DATE <b>12/30/14</b>	INVOICE No. <b>BMCS111525</b>
KATIE BORRELLI 1725 PALMER DR TURLOCK, CA 95382  katie.borrelli@yahoo.com	LABOR RATE	LICENSE No.	MILEAGE <b>14,467</b>	COLOR <b>WHITE/</b>
	YEAR / MAKE / MODEL <b>13/BMW/7 SERIES/4DR SDN 750LI RWD</b>			DELIVERY DATE
	VEHICLE I.D. No. <b>W B A Y E 8 C 5 6 D D 1 3 4 1 4 5</b>			DELIVERY MILES
RESIDENCE PHONE <b>209-678-0548</b>	BUSINESS PHONE	COMMENTS	SELLING DEALER NO.	PRODUCTION DATE
			R.O. DATE <b>12/29/14</b>	
				MO: 14471

CONNECTED VEHICLE TO ISTA-P AND PERFORMED CBS BRAKE DATA CONVERSION. PROGRAMMED AND COMPLETE ENCODED VEHICLE. ALL PASSED. REINITIALIZED VEHICLE AND PERFORMED CBS DATA CORRECTION. TEST DROVE VEHICLE. ALL OK CBS DATA NOW SHOWS CORRECT MILEAGE.

JOB# 3 TOTALS-----  
JOB# 3 JOURNAL PREFIX BMCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES-----

LABOR-----  
J# 4 00BMZLOAN LOANER TECH(S):300 INTERNAL  
CLIENT REQUESTS ALTERNATE TRANSPORTATION  
ALTERNATIVE TRANSPORTATION PROVIDED. SEE SUBLET.

JOB# 4 TOTALS-----  
JOB# 4 JOURNAL PREFIX BMCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES-----

LABOR-----  
J# 5+70BMZ SUBLET TECH(S):99 0:00  
SUBLET TO CARMEDIC TO REMOVE DENT ON PASSENGER SIDE REAR  
COMPLETED

SUBLET-----PO#-----VEND INV#-INV.DATE-DESCRIPTION-----  
15846 12/30/14 LOANER 115.00  
TOTAL - SUBLET 115.00

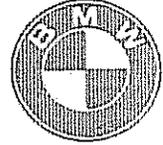
JOB# 5 TOTALS-----  
SUBLET 115.00

JOB# 5 JOURNAL PREFIX BMCS JOB# 5 TOTAL 115.00

ESTIMATE-----  
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING  
ORIGINAL ESTIMATE OF \$0.00 (+TAX)  
APPROVED REVISED ESTIMATE (# 1) OF \$115.00 (+TAX) ON 12/29/14 AT 02:31pm  
BY KATIE COMMENTS  
APPROVED REVISED ESTIMATE (# 2) OF \$165.00 (+TAX) ON 12/29/14 AT 03:00pm  
BY BMW TIRE WARRANTY COMMENTS 50 DEDUCT  
APPROVED REVISED ESTIMATE (# 3) OF \$675.00 (+TAX) ON 12/30/14 AT 04:18pm  
BY TIRE WARR COMMENTS  
RECOMMENDATIONS-----  
CLAIM 1889002



# VALLEY BMW



# CAL000216576 ~~4369~~ McHenry Ave. P.O. Box 576548 Modesto, Ca. 95356-6548  
 A.R. # ARD211480 Phone (209) 575-0269

CELL: ~~209-632-7923~~

CUSTOMER No. <b>48636</b>	ADVISOR <b>STEVEN VARNIT</b>	TAG No. <b>G742</b>	INVOICE DATE <b>12/30/14</b>	INVOICE No. <b>BMCS111525</b>	
KATIE BORRELLI 1725 PALMER DR TURLOCK, CA 95382  katie.borrelli@yahoo.com	LABOR RATE	LICENSE No.	MILEAGE <b>14.467</b>	COLOR <b>WHITE/</b>	
	YEAR/MAKE/MODEL <b>13/BMW/7 SERIES/4DR SDN 750LI RWD</b>			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. No. <b>W B A Y E 8 C 5 6 D D 1 3 4 1 4 5</b>			SELLING DEALER NO.	PRODUCTION DATE
	F. T. E. No.		P.O. No.	R.O. DATE <b>12/29/14</b>	
RESIDENCE PHONE <b>209-678-0548</b>	BUSINESS PHONE			COMMENTS <b>MO: 14471</b>	

ALL TENS  
 WE WANT YOU TO KNOW  
 AT VALLEY BMW  
 "GOOD" IS NOT GOOD ENOUGH  
 BMW OF NORTH AMERICA RATING SYSTEM  
 TRULY EXCEPTIONAL            10  
 GOOD                    9  
 FAIR                    8

TOTAL LABOR....	50.00
TOTAL PARTS....	468.66
TOTAL SUBLET...	115.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	2.75
TOTAL MISC DISC	0.00
TOTAL TAX.....	35.74
<b>TOTAL INVOICE \$</b>	<b>672.15</b>

IF YOU CAN'T ANSWER "ALL TENS/TRULY EXCEPTIONAL"  
 WHEN BMW ASKS YOU, PLEASE TELL US NOW !!  
 WE STRIVE FOR 100% CUSTOMER SATISFACTION !!  
 THANK YOU RUSS, STEVE, ROLAND AND FRED!

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

CUSTOMER SIGNATURE

**BIG J'S TIRES**  
 2940 GEER ROAD  
 TURLOCK, CA 95382  
 (209) 668-1286

*will take here  
 to buy LF tire.  
 It's cheaper than  
 dealership.*

WO# 1-88487 Page 1 of 1  
 Starting 1/8/2015 Emp: 1-9 / 1-9

\*\*\*\* WORK ORDER \*\*\*\*

**Sold To:**  
 RICK/DEBRA/JOSH/BRIA BORRELLI  
 SUN VALLEY  
 3319 SOUTH TEGNER ROAD  
 TURLOCK, CA 953807923  
 Bus: 209-667-8010 Hm: 209-667-6635

**Ship To:**

**Other Information:**

Vehicle: 14 BMW 750 SERIES  
 License: 3BOY4US  
 Mileage: In: 14,571 Out 0  
 Vin#:  
 PO#:  
 BAR ID: AF211490  
 EPA ID: CAL000020006

Salesman	Mechanic	Part	Qty	Description	Part	Labor	Tax	Total
9		TIPIRNST	1.00	PIRELLI 245/40R20 P-ZERO RUN FLAT OEM 750	421.13	0.00	0.00	421.13
9		LBTIPACKD1	1.00	PACKAGE DELUXE TIRE INSTALL PACKAGE	0.00	15.00	0.00	15.00
				THIS PACKAGE INCLUDES:				
				* BALANCING & RE-BALANCING*	*TIRE ROTATIONS*		*FLAT REPAIRS*	
MOUNT & DISMOUNT *								
* RUBBER VALVE STEM **								
9		ENVT	1.00	ENV. FEE FOR TIRES	1.75	0.00	0.00	1.75
9		DISPT	1.00	DISPOSAL FEE FOR TIRES	2.00	0.00	0.00	2.00
9		TORQUE SPECS.	1.00	VEHICLE TOROU 100	0.00	0.00	0.00	0.00
9		AIR PRESSURE	1.00	PSI DOOR SPEC	0.00	0.00	0.00	0.00
9		LBAL485	1.00	ALIGNMENT ALIGN 4 WHEEL AT S85	0.00	85.00	0.00	85.00
9		DATI	1.00	DATE & TIME	0.00	0.00	0.00	0.00
9		PROB	1.00	PROBLEM DESCRIBE THE PROBLEM	0.00	0.00	0.00	0.00

FOOT NOTES:

LEFT FRONT TIRE REPLACD TO PROMOTE PROPER DRIVABLY, CAR WAS PULLING AFTER REPLACEMENT AND ALIGNMENT WAS DONE.

CUSTOMER PAID CASH.

Parts: 424.88  
 Labor: 100.00  
 Subtotal: 524.88  
 Sales Tax: 32.11  
 Total: \$556.99

Signature: \_\_\_\_\_





MAR 3 2015

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 / Road Work Entity  
(Name of Entity)

Claimant's name: Kenia Mcbrath

SS#: [REDACTED] DOB: 5/9/1985 Gender: Male  Female

Claimant's address: 660 E Zeering Rd

Claimant's Telephone Number(s): (209) 678-8096

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

Date of incident/accident: 1/25/2015

Date injuries, damages, or losses were discovered: 1/26/2015

Location of incident/accident: E Zeering Rd Turlock, Ca 95382

What did entity or employee do to cause this loss, damage, or injury? Debris from road work left in road was hazardous to car tires  
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? Unknown

What specific injuries, damages, or losses did claimant receive? Tires punctured/sliced to the point that they were not repairable  
(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: \$454.00

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)? Tires replaced on vehicle at American Tire Company  
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 2/17/15 Signature: [Signature]

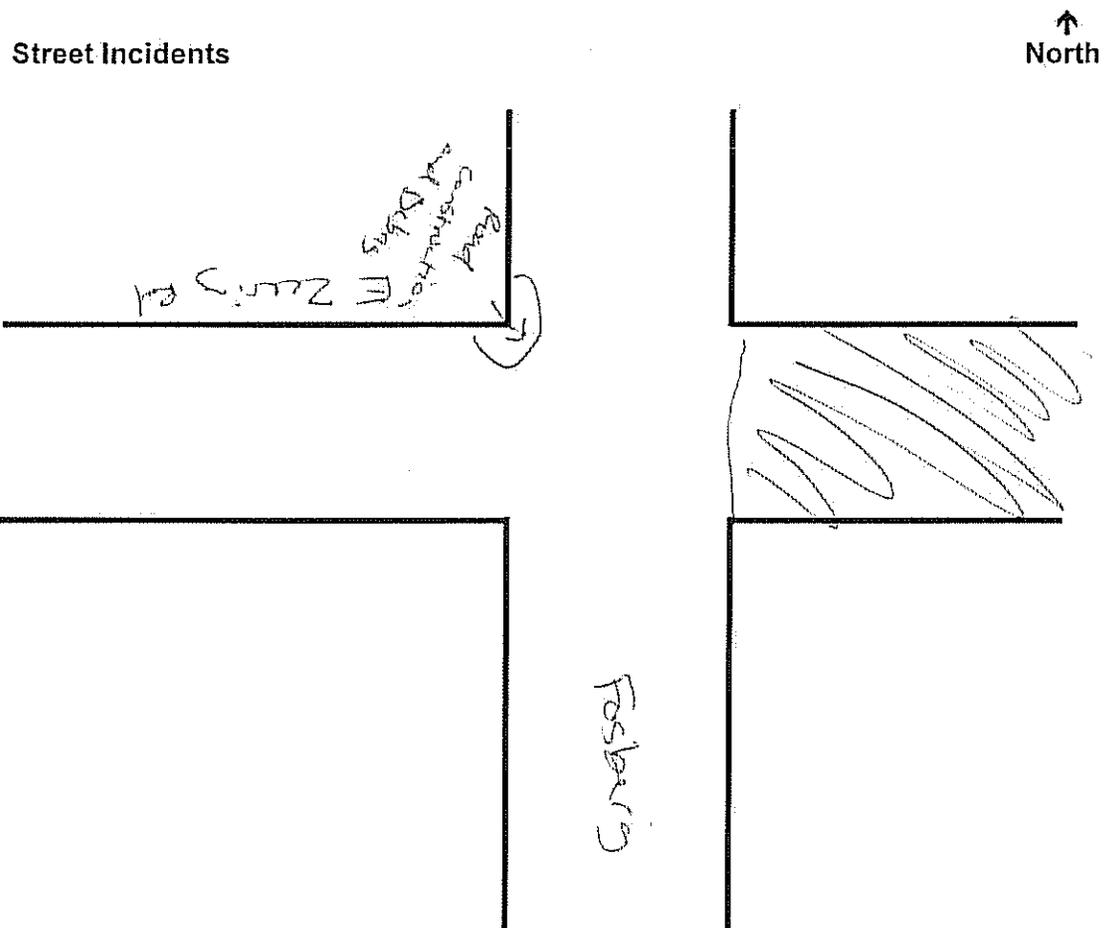
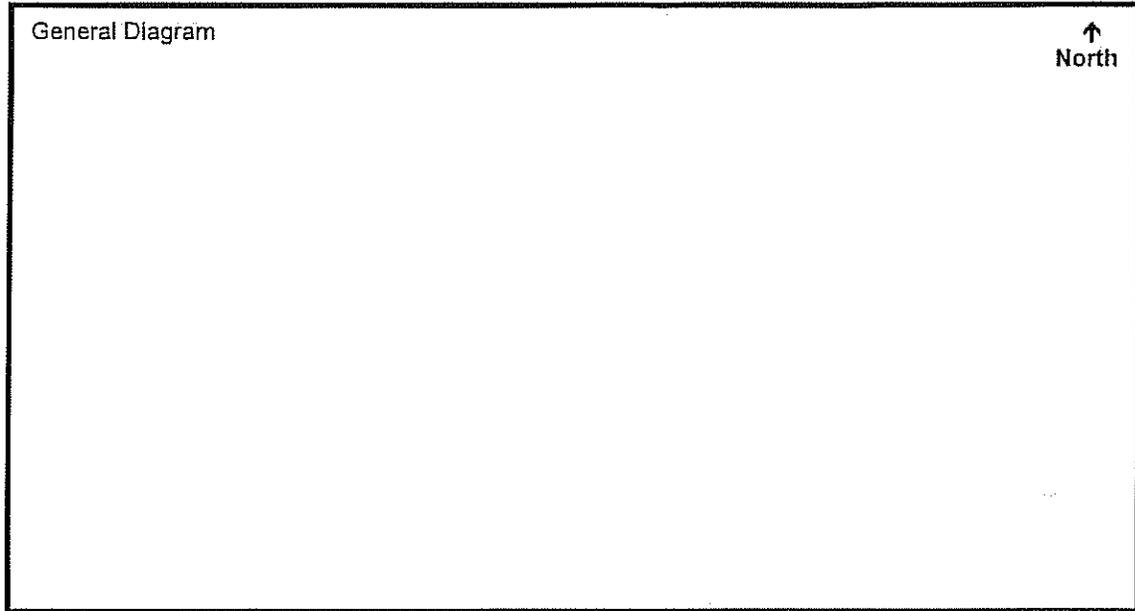
If signed by representative: \_\_\_\_\_

Print Representative's Name \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

Relationship to Claimant \_\_\_\_\_

DIAGRAMS



# AMERICA'S TIRE

americastire.com

1767304

REPRINT ORIG INV #1763218

ORIG DATE 01-26-2015

DATE: 03-02-2015 TIME: 3:08 PM

CUSTOMER INFORMATION	VEHICLE INFORMATION	STORE LOCATION
RICH MADDERN 300 TAMPA ST APT# 212 TURLOCK CA 95382 (H) 209-605-2831 (M) 209-678-8096	2006 CHEVROLET UPLANDER SPORTVAN LS/LT ALL MILEAGE: 131,321 PLATE # 5TWW721 TORQUE SPECS: 100	CAN 36 3500 W MONTE VISTA AVE TURLOCK CA 95380-9553 PHONE: 209-667-5933 004 CHRISTOPHER S COX WORK ORDER#

CODE	CC	QTY	SIZE	DESCRIPTION	FEET	PRICE	AMOUNT
27200	NRM	3	215 /65 R17	99T SL BSW ARZ ARIZONIAN SILVER EDITION	.00	95.00	285.00
WARRANTY: MILEAGE- 65,000 SEE REVERSE SIDE FOR WARRANTY DETAILS							
COMMENT: BOLT PATTERN: 6-115							
COMMENT: INFLATION F:35 R:35							
80017	NRM	3		CERTIFICATES FOR REFUND, REPLACEMENT	.00	14.50	43.50
80075	NRM	3		STATE REQUIRED ENVIRONMENTAL FEE - UNITS	.00	1.75	5.25
80224	NRM	3		WASTE TIRE DISPOSAL FEE	.00	2.50	7.50
80219	NRM	3		INSTALLATION & LIFETIME SPIN BALANCING	.00	16.00	48.00
80402	NRM	3		VALVES, ROTATIONS & REPAIRS INCLUDED FREE	.00	.00	.00
27200	CUS	-1	215 /65 R17	99T SL BSW ARZ ARIZONIAN SILVER EDITION	.00	70.00	-70.00
WARRANTY: MILEAGE- 65,000 SEE REVERSE SIDE FOR WARRANTY DETAILS							
27200	NRM	-1	215 /65 R17	99T SL BSW ARZ ARIZONIAN SILVER EDITION	.00	95.00	95.00
WARRANTY: MILEAGE- 65,000 SEE REVERSE SIDE FOR WARRANTY DETAILS							
COMMENT: INFLATION F:35 R:35							
80017	NRM	1		CERTIFICATES FOR REFUND, REPLACEMENT	.00	14.50	14.50
80075	NRM	1		STATE REQUIRED ENVIRONMENTAL FEE - UNITS	.00	1.75	1.75
80403	NRM	1		ADJUSTMENT/BAL & VAL LIFETIME	.00	.00	.00

The tire and/or wheel you have chosen is different from the original equipment provided with your vehicle and may change its handling or stability characteristics. Further information is available from your America's Tire salesperson.

SUBTOTAL: 430.50  
TAX: 29.56  
TAX (REFUND): -5.34  
TOTAL: 454.72

AVS MATCH: N

XXXXXXXXXXXX

MASTERCARD: 454.72

TENDERED: 454.72

READER UNAVAILABLE



100%  
recyclable paper

JA



## Council Synopsis

March 24, 2015

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

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Authorizing the closure of Center Street, between East Main Street and Crane Avenue, for the Found in Turlock Bridal Showcase on April 19, 2015, from 8:00 a.m. to 6:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions

Resolution: Authorizing the closure of East Main Street, between Thor Street and Palm Street, for the Main StrEAT Food Rally on May 1, 2015, June 5, 2015, July 3, 2015, August 7, 2015, and September 4, 2015, from 4:30 p.m. to 11:00 p.m. and authorizing the City Manager to apply appropriate conditions and restrictions

Resolution: Authorizing the closure of East Main Street, between Center Street and Palm Street, for the Turlock Certified Farmer's Market every Saturday beginning May 2, 2015, through October 31, 2015, from 6:00 a.m. to 2:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions

### 2. DISCUSSION OF ISSUE:

Staff has recently received notifications of interest in closing down portions of city streets within the downtown area for special events that vary in scope and duration. The details of these events are specified in the attached resolutions. The events have been presented to the Turlock Downtown Property Owner's Association (TDPOA) for their input and the TDPOA has not expressed any concerns.

The Council has previously delegated street closure authority to the City Manager and City Engineer for residential street closures, such as block parties, but no such delegation of authority exists for other areas. As such, closures within industrial and commercial areas require specific approval.

The events are designed to be positive in nature with a desire to bring people into the downtown area. Staff supports the closure of these street sections as

specified, with the appropriate conditions and restrictions. These conditions would include the provision of general liability insurance coverage and adherence to an approved, temporary traffic control plan, along with other standard conditions and requirements.

**3. BASIS FOR RECOMMENDATION:**

- A. Positive, community event that will attract people to the downtown area
- B. Only the City Council is empowered to approve the closure of public streets

**Strategic Plan Initiative:** E. Economic Development

- Goal(s):**
- a. Create and sustain value-added economic development
  - b. Create diversity of opportunity for business and community development
  - m. Explore valued-added opportunities and ensure a balanced community between restaurants, entertainment, housing, business, and special events

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

**Fiscal Impact:** No impact. All costs associated with these events shall be borne by the applicant or their associated third-party.

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. Deny approval of one, two or all three street closures. Staff does not recommend this alternative because the events provide an opportunity for local business owners to provide positive community events that will generate business within the downtown area.
- B. Change the location, date, time or other material facts associated with the events. Staff does not recommend this alternative because a lot of thought and planning has gone into these events already, with other permits and conditions tied to these plans, so changes to key points could result in additional expenses, as well as delay or cancellation of the event.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }  
CLOSURE OF CENTER STREET, BETWEEN }  
EAST MAIN STREET AND CRANE AVENUE, }  
FOR THE FOUND IN TURLOCK BRIDAL }  
SHOWCASE ON APRIL 19, 2015, FROM }  
8:00 A.M. TO 6:00 P.M., AND AUTHORIZING }  
THE CITY MANAGER TO APPLY }  
APPROPRIATE CONDITIONS AND }  
RESTRICTIONS }

RESOLUTION NO. 2015-

**WHEREAS**, Blown Away Salon, the applicant, has requested to close a portion of Center St., between E. Main St. and Crane Ave., on April 19, 2015, from 8:00 a.m. to 6:00 p.m. for a Found in Turlock Bridal Showcase event; and

**WHEREAS**, the applicant has confirmed that the Turlock Downtown Property Owner's Association (TDPOA) was notified of the event in a timely manner and has taken no exceptions to the event; and

**WHEREAS**, California Vehicle Code Section 21101(e) empowers local agencies to approve temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and

**WHEREAS**, as a condition of approval, the applicant shall agree to comply with all applicable conditions and restrictions associated with hosting such an event, to include, but not limited to: provision of proof of general liability insurance coverage acceptable to the City; obtaining, setting up, maintaining, and removal of traffic control devices as required through a temporary traffic control plan approved by the City; as well as other related conditions as shall be communicated by City staff.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the closure of Center Street, between East Main Street and Crane Avenue, for the Found in Turlock Bridal Showcase on April 19, 2015 from 8:00 a.m. to 6:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 24<sup>th</sup> 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }  
CLOSURE OF EAST MAIN STREET, }  
BETWEEN THOR STREET AND PALM }  
STREET, FOR THE MAIN STREET FOOD }  
RALLY ON MAY 1, 2015, JUNE 5, 2015, }  
JULY 3, 2015, AUGUST 7, 2015, AND }  
SEPTEMBER 4, 2015, FROM 4:30 P.M. }  
TO 11:00 P.M., AND AUTHORIZING THE }  
CITY MANAGER TO APPLY APPROPRIATE }  
CONDITIONS AND RESTRICTIONS }

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RESOLUTION NO. 2015-

**WHEREAS**, Kiwanis Club of Turlock Foundation, the applicant, has requested to close a portion of East Main Street, between Thor Street and Palm Street, on May 1, 2015, June 5, 2015, July 3, 2015, August 7, 2015, and September 4, 2015, from 4:30 p.m. to 11:00 p.m., for a Main StrEAT Food Rally event; and

**WHEREAS**, the applicant has confirmed that the Turlock Downtown Property Owner's Association (TDPOA) was notified of the event in a timely manner and has taken no exceptions to the event; and

**WHEREAS**, California Vehicle Code Section 21101(e) empowers local agencies to approve temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and

**WHEREAS**, as a condition of approval, the applicant shall agree to comply with all applicable conditions and restrictions associated with hosting such an event, to include, but not limited to: provision of proof of general liability insurance coverage acceptable to the City; obtaining, setting up, maintaining, and removal of traffic control devices as required through a temporary traffic control plan approved by the City; as well as other related conditions as shall be communicated by City staff.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the closure of East Main Street, between Thor Street and Palm Street, for the Main StrEAT Food Rally, on May 1, 2015, June 5, 2015, July 3, 2015, August 7, 2015, and September 4, 2015, from 4:30 p.m. to 11:00 p.m., and authorize the City Manager to apply appropriate conditions and restrictions.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 24<sup>th</sup> 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }  
CLOSURE OF EAST MAIN STREET, }  
BETWEEN CENTER STREET AND PALM }  
STREET, FOR THE TURLOCK CERTIFIED }  
FARMER'S MARKET EVERY SATURDAY }  
BEGINNING MAY 2, 2015, THROUGH }  
OCTOBER 31, 2015, FROM 6:00 A.M. }  
TO 2:00 P.M., AND AUTHORIZING THE }  
CITY MANAGER TO APPLY APPROPRIATE }  
CONDITIONS AND RESTRICTIONS }  
\_\_\_\_\_ }

RESOLUTION NO. 2015-

**WHEREAS**, the applicant, Derek Griffin, Market Manager for the Turlock Certified Farmer's Market, has requested to close a portion of East Main Street, between Center Street and Palm Street, each Saturday beginning May 2, 2015, through October 31, 2015, from 7:00 a.m. to 2:00 p.m. on each of those days, for the Turlock Certified Farmer's Market event; and

**WHEREAS**, the applicant has confirmed that the Turlock Downtown Property Owner's Association (TDPOA) was notified of the event in a timely manner and has taken no exceptions to the event; and

**WHEREAS**, California Vehicle Code Section 21101(e) empowers local agencies to approve temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and

**WHEREAS**, as a condition of approval, the applicant shall agree to comply with all applicable conditions and restrictions associated with hosting such an event, to include, but not limited to: provision of proof of general liability insurance coverage acceptable to the City; obtaining, setting up, maintaining, and removal of traffic control devices as required through a temporary traffic control plan approved by the City; as well as other related conditions as shall be communicated by City staff.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the closure of East Main Street, between Center Street and Palm Street, for the Turlock Certified Farmer's Market every Saturday beginning May 2, 2015, through October 31, 2015, from 6:00 a.m. to 2:00 p.m., and authorize the City Manager to apply appropriate conditions and restrictions.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 24<sup>th</sup> day of March, 2015, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



## Council Synopsis

March 24, 2015

SB

From: Roy W. Wasden, City Manager

Prepared by: Kellie Jacobs-Hunter, Administrative Services Director  
Diana Lewis, Technical Services Manager  
Kellie E. Weaver, Executive Assistant to City Manager/City Clerk

Agenized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Authorizing the creation of an Administrative Analyst/Admin Services job description.

Resolution: Authorizing the reclassification of Audrey Cray from Payroll Coordinator to Administrative Analyst/Admin Services, effective May 1, 2015, and the reclassification of Esmeralda Villalobos from Account Tech to Payroll Coordinator, effective May 1, 2015

Resolution: Authorizing the reclassification of the existing 30/70 split Account Tech position to an 80/20 split Executive Assistant to the City Manager/City Clerk Trainee position funded by General Fund 110

Resolution: Authorizing the hiring of one (1) "reclassified" 80/20 split Executive Assistant to the City Manager/City Clerk Trainee through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed, effective May 1, 2015

### 2. DISCUSSION OF ISSUE:

In order to meet the City Council's Strategic Plan requirements for effective leadership and succession planning, during the budget adoption process in June 2014, staff identified the need to prepare for anticipated retirements in key positions within the City. The budget adopted by Council included one (1) full-time employee classified as an Account Tech which would be shared during FY 2014-15 between the City Clerk (30%) and Payroll (70%), and then be reclassified during the FY 2015-16 year to an Executive Assistant to the City Manager/City Clerk Trainee position to be shared between the City Clerk (80%) and Payroll (20%). The person selected as the 30/70 split Account Tech during FY 2014-15 would eventually transition to a vacant position in payroll that would be left open through the retirement of the Technical Services Manager. That

transition would then lead to the reclassification of the 30/70 split Account Tech to the 80/20 split Executive Assistant to the City Manager/City Clerk Trainee position. **Diagram 1**

The May 5, 2015 retirement of the Technical Services Manager necessitates the transition of the split Account Tech to a vacant position in payroll. As a result of that transition, the City Clerk's office will experience staffing shortages due to the loss of the split hours, pre-existing short staffing, and pre-approved/scheduled vacations occurring in June 2015. Due to these reasons, staff recommends the following:

1. Create a job description of Administrative Analyst/Admin Services, Range 29.1. (*The Technical Services Manager position will not be filled upon retirement of the Technical Services Manager. The creation of the Administrative Analyst/Admin Services position allows for an appropriate classification into which the current Payroll Coordinator may transition as more analytical/managerial duties are assumed.*) **Attachment A.**
2. Reclassify the current Payroll Coordinator to Administrative Analyst/Admin Services to replace the reorganized Technical Services Manager's function/position, effective May 1, 2015.
3. Reclassify the 30/70 split Account Tech to Payroll Coordinator to fill the vacant Payroll Coordinator position, effective May 1, 2015.
4. Reclassify the existing 30/70 split Account Tech position to an 80/20 split Executive Assistant to the City Manager/City Clerk Trainee position, Range 26, effective May 1, 2015. **Attachment B.**

Pending Council approval, initial efforts to fill the Executive Assistant to the City Manager/City Clerk Trainee position will be conducted in-house and will be open to existing full-time, part-time and volunteer/intern staff, and outside recruitment if needed. The in-house recruitment process will be conducted one time and will be 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 a new recruitment through a formal process including outside candidates.

**3. BASIS FOR RECOMMENDATION:**

The reclassification of the Payroll Coordinator to Administrative Analyst/Admin Services was anticipated and is necessary as the current Payroll Coordinator moves into a more analytical/supervisory position in the Payroll area.

The reclassification of the Account Tech to Payroll Coordinator was anticipated when the 30/70 split position was created and is necessary as the current Account Tech transitions to the role currently held by the Payroll Coordinator.

A need exists for close interaction with the existing Executive Assistant to the City Manager/City Clerk relative to current operations and significant upcoming projects, as well as other functions critical to the department's operation and transition to a new Executive Assistant/City Clerk. The trainee position will help to ensure a smooth transition for City Council, City staff, and the community we serve.

All reclassifications ensure the City Council's Strategic Plan Initiatives are being met as identified below:

**Strategic Plan Initiative:**

**A) Policy Initiative- Effective Leadership**

**Goal 1.C.** Hire, develop and retain the best most qualified employees

**Goal 1.D.** Succession planning

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

**Fiscal Impact:** This will have no financial impact beyond what has already been approved in the current year's budget.

Estimated General Fund savings of approximately \$92,000 in FY 2015-16 and \$79,000 in FY 2016-17 identified through reclassifications and the elimination of the Technical Services Manager position in FY 2015-16 Budget.

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. Not approve reclassifications. Staff does not recommend this as it is critical that succession planning continue.

**FTE "SPLIT" POSITION**  
Council approved split position 30/70 between City Clerk/ Payroll in 2014 Budget.



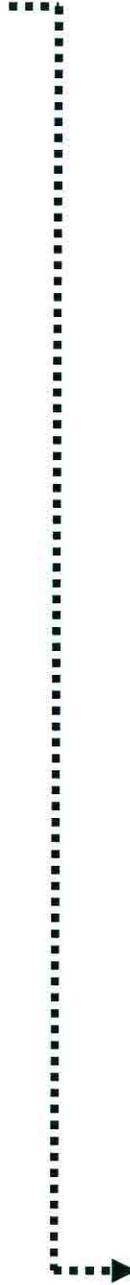
**FY 2014/15**  
Split position is identified as an Account Tech with 30% of time to City Clerk and 70% of time to Payroll.



Retirement of Technical Services Manager.



30/70 split position transitions to vacant full-time payroll position left open through the Technical Services Manager retirement.



**FY 2015/16**  
Existing split position is reclassified to Executive Assistant to City Manager/City Clerk Trainee position with 80% of time to City Clerk and 20% of time to Payroll.



Retirement of Executive Assistant to City Manager/City Clerk.



80/20 split position transitions to vacant position left open through Executive Assistant to City Manager/City Clerk retirement.



March, 2015

## **ADMINISTRATIVE ANALYST/ADMINISTRATIVE SERVICES**

### **DEFINITION**

Under the general administrative direction of the Service Area Director, the Administrative Analyst is responsible to provide administrative support by performing research, statistical and other analytical work; assisting in long range budget forecasting, preparing budgets, and to fulfill other assignments in functional areas such as computer systems, payroll systems, personnel, purchasing and audits. The Administrative Analyst may be required to represent the department in public activities, meetings and facilitate positive relationships with other service areas, agencies or organizations.

This position is designated as management for labor relations purposes and is considered exempt under FLSA.

### **DISTINGUISHING CHARACTERISTICS**

General administrative direction is provided by the Service Area Director. The incumbent in this classification is expected to work with minimal direct supervision or assistance as new or unusual situations arise. The incumbent is expected to demonstrate technical competence while working as a team member and be capable of exercising independent judgement and initiative in a number of confidential and sensitive assignments. The incumbent may, as part of their assignment, supervise others.

### **ESSENTIAL FUNCTIONS** - Duties may include, but are not limited to the following:

- Assist in preparation and review of all division operating, budgets.
- Assist in long range budget forecasting by utilizing spreadsheet software.
- Review and reconcile the department's monthly expenses accounts.
- Investigate, analyze, develop and prepare special studies or projects as requested.
- Research special issues, problems, and procedures; prepare various written and oral reports for the Service Area Director or division managers regarding special projects, problems and requests.
- Submit reports and recommendations for effective adjustment and implementation.
- Coordinate and submit recommendations for purchasing requests based upon need assessment and research activities.

- Alert Service Area Director and division managers to problems detected in department budget related to planned programs, projects or expenditures.
- Communicate with Finance and purchasing to maintain current data.
- Assist in audits, become familiar with audit requirements and maintenance of records.
- May supervise technical or clerical staff.
- Supervises complete payroll process; provides required employee notices related to payroll; assures payroll is accurate and timely and meets all legal requirements; processes electronic payroll deposits and oversees issuance of checks and statements.
- Generates and balances tax payments and tax reports, including processing W2's; provides financial submission of data to appropriate federal and state agencies.
- Oversees and processes payments for deferred compensation plans and other benefit and retirement related plans; negotiates and monitors contracts, changes and costs.
- Reviews and submits semi-monthly payroll variances, for department or assigned staff.
- Manages and processes payments and projections for all employee Insurance Trust Funds, TCEA, Management/Confidential, Fire, and Police. Works with actuarial on updates and changes for Trust Funds.
- Manages, sets up Plan Documents and processes all new Vantage Care, retiree health plans that are negotiated with MOU's by bargaining unit. Processes plan changes and keeps City abreast of IRS and plan changes. Processes semi monthly payments and updates document plans with employee changes and retirements. Decides if withdrawals are within plan document rules and approves withdrawal forms for those that are.
- Works closely with Human Resource department on employee policies, FMLA, Long Term Disability, PERS disability retirements, MOU implementation, active health insurance plans, retiree and Cobra health plans and Section 125 plans.
- Works closely with Human Resource department and employees on employee retirement and terminations. Provides reporting information for Supervisors when needed to assist with discipline processes.
- Models appropriate professional supervisory conduct; maintains appropriate confidentiality of sensitive information; complies with and supports City policies and procedures, labor laws, and MOU provisions.
- Perform related duties as assigned.

## **MINIMUM QUALIFICATIONS**

### **Knowledge of:**

- Principals and practices of organization, administration and personnel management.
- Principles and practices of budget preparation and administration.
- Statistical methods and methods of graphic presentation.
- Principles and practices of budgeting accounting in a municipal government.

- Modern office procedures, methods and computer equipment and word processing and software applications.
- Principles and procedures of financial record keeping and reporting.
- Technical report writing procedures and grant proposal development.

**Ability to:**

- Learn the process and structure of the City of Turlock
- Learn pertinent federal, state and local laws, codes and regulations.
- Analyze problems; identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Analyze facts and make sound recommendations.
- Prepare completed staff work for oral and written communications.
- Work with and control sensitive, confidential information.
- Estimate and project revenues and expenditures.
- Plan, initiate and complete work assignments with a minimum of direction.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative-working relationships in a team environment and with those contracted in the course work.
- Utilize word processing, spreadsheet and presentation computer software in an effective and efficient manner.

**EXPERIENCE AND EDUCATION**

**Experience:**

Two years of increasingly responsible technical, administrative or analytical experience in a public agency.

**Education:**

Possession of a Bachelor's degree from an accredited college or university with major course work in Business Administration, Accounting, Public Administration, Economics or a closely related field.

**LICENSE AND CERTIFICATION**

Possession of and the ability to maintain an appropriate, valid California Drivers License as a condition of continued employment.

## **PHYSICAL REQUIREMENTS**

Maintain the following physical abilities: see well enough to read instructions, read fine print, view computer screen, operate vehicles and equipment; hear well enough to converse on the telephone, on the radio and in person, assist customers and program supplies and equipment; use of hands and fingers for use of computer keyboard, copy machine, filing, writing, drive equipment and answering telephones; tolerate extreme fluctuation in temperature while performing essential functions and be able to lift equipment as necessary.

**Reviewed and Approved:**

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**Personnel Officer**

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**Date**



## **EXECUTIVE ASSISTANT TO THE CITY MANAGER / CITY CLERK TRAINEE**

### **DEFINITION**

Under administrative direction of the City Manager, the City Clerk Trainee will receive instruction, gain knowledge, and perform all duties of the City Clerk. The duties of the City Clerk are as follows: Plans, coordinates, manages and oversees the activities and operations of the City Clerk's Office including department administration, public information, election management, and City records management; coordinates assigned activities with other City departments and outside agencies; provides administrative support to the City Manager and City Council as assigned. Assumes management responsibility for City Clerk's office services; recommends and administers policies and procedures; prepares and presents staff reports and other necessary correspondence; prepares and distributes City Council, Redevelopment Agency and Public Financing Authority agendas and minutes; attends City Council, Redevelopment Agency and Public Financing Authority meetings and records all official proceedings; plans and conducts municipal elections; serves as filing officer for the Fair Political Practices Commission; administers the City's Conflict of Interest Code; maintains the City's Municipal Code; maintains custody of official records and archives of the City; researches and prepares data for the City Council, staff members, other governmental agencies, citizens, and news media; serves as the City's Public Information Officer; and other related duties as assigned.

This classification is assigned to the confidential group for labor relations purposes and is subject to overtime assignments.

### **SUPERVISION RECEIVED AND EXERCISED**

General supervision is provided by the City Clerk.

## **DISTINGUISHING CHARACTERISTICS**

The City Clerk is responsible for the supervision of discrete sub-divisional organizational component(s) and programs/functions within a department as determined by the City Manager or City Council. Exercises policy interpretation and application for assigned program/functional area. The incumbent is expected to demonstrate technical competence while working as a team member and exercise independent judgment in a number of confidential and sensitive assignments. Duties and responsibilities are performed in accordance with municipal codes, ordinances, City policy, and related regulating entities. The City Clerk Trainee will receive training and assist the City Clerk in all aspects of the incumbent City Clerk's duties.

**ESSENTIAL FUNCTIONS** Duties may include, but are not limited to:

- Plan, organize, control and direct the operations and activities of the City Clerk, City Manager and City Council offices; ensure smooth, timely and efficient office operations; relieve the City Manager and City Council of administrative duties; ensure Department activities comply with established policies and regulations.
- Facilitate the development of legislative policy by attending, recording and coordinating support for City Council meetings and other administrative proceedings. take and transcribe official minutes at City Council and other administrative meetings.
- Serve as the Elections Official; coordinate resources and communications with the County to ensure smooth and efficient election activities; oversee campaign disclosure and conflict of interest filings according to State law.
- Assist in the orientation of candidates for City Council and newly elected members of the City Council.
- Perform legally required duties regarding contracts, agreements, claims, legal notices, filings, Municipal Code publishing and lawsuits.
- Administer oaths of office; oaths of allegiance; affirmations and acknowledgements; maintain custody of the City Seal.
- Processing legal claims against the City, annexations and coordinating special events.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures.
- Coordinate, oversee and participate in the preparation and maintenance of public records for the City; update official records and related documents in response to administrative resolutions concerning City policies, procedures and administrative regulations; certify official legislative documents; verify signatures and affix City seal to ordinances, resolutions, agreements, deeds, bonds and other documents as necessary; index and file City records; oversee the Records Management program.

- Supervise the performance of assigned personnel; interview and select employees and recommend transfers, reassignment, termination and disciplinary actions.
- Coordinate the preparation of agenda packets for administrative meetings; review agenda items for compliance with legal requirements and inclusion of necessary exhibits and backup materials; edit, rewrite, or originate agenda items; coordinate changes to the agenda; supervise the distribution of agenda material to administrators, staff and other individuals and agencies.
- Serve as public relations representative for the City concerning administrative issues; respond to requests, complaints and questions from officials, staff and the public, representing the City by phone and written communication; serve as a liaison between City Council and the public; interpret plans, policies and regulation to officials, staff and the public.
- Assist in the development and administration of the budget for the City Manager, City Clerk and City Council; review and evaluate budgetary and financial data; monitor and control revenues and expenditures in accordance with established limitations.
- Research and compile a variety of information for studies and reports; conduct special research projects in response to requests from the public and other City departments; prepare and deliver oral presentations to administrators, staff and the community.
- Prepare and process legal documents and publications related to administrative actions and proceedings; oversee the codification, maintenance and distribution of the Turlock Municipal Code.
- Prepare and maintain a variety of records and reports related to administrative meetings, elections, legal documents, City policies and procedures, financial activity and assigned duties; establish and maintain filing systems.
- Coordinate and schedule various appointments and meetings; make travel arrangements; reserve facilities; prepare and ensure proper completion of reimbursement forms; maintain and coordinate administrative calendars.
- Compose correspondence independently on a variety of matters; compile and type various letters, reports, statistical data, agenda, memos, bulletins, lists and other materials as directed; prepare, format, edit and proofread written materials.
- Operate a variety of office equipment including a calculator, copier, fax machine, computer and assigned software; drive a vehicle to conduct work.
- Plan, organize and implement long and short-term programs and activities designed to enhance assigned programs and services.
- Performs research, compiles data, and conducts studies, as assigned.
- Reviews and submits bi-monthly payroll variances, for department or assigned staff.
- Provides, assists with or coordinates training to others, as needed.

- Supervises staff including provision of timely performance evaluations; recommends and implements approved discipline; provides staff development; and maintains high standards necessary for efficient, professional operations.
- Builds and maintains respectful, positive working relationships with staff, supervisors, outside agencies and the public using principles of good customer service; provides effective conflict resolution, as needed.
- Models appropriate professional supervisory conduct; maintains appropriate confidentiality of sensitive information; complies with and supports City policies and procedures, labor laws, and MOU provisions.
- Attends assigned meetings and training; interacts with outside agencies and commissions; participates in teams, or committees, as needed.
- Ensures staff works in a safe manner; follows safety requirements; monitors and ensures compliance with regulations and other legal requirements.
- Performs other duties, as assigned.

## **QUALIFICATIONS**

### **Knowledge of:**

- Records-management principles and practices including legal requirements for records retention and disclosure.
- Municipal structure and organization in a Mayor-Council/City Manager form of government.
- Required training and certification requirements related to assigned program area.
- Technical and operational aspects of assigned function or program area.
- Statistical methods and principles.
- Modern office procedures and methods including computer equipment, word processing, spread sheet, data base, graphic presentations and other needed specialized software applications, and internet and electronic communication usage and methods.
- Principles of financial record keeping and reporting; auditing; technical report writing and grant writing.
- Budgeting procedures and techniques.
- Principles and practices of supervision, staff selection, training and personnel management.
- Principles of effective record, file and archival management related to area of assignment.
- Principles of effective time management.

- Safe work practices and related regulations.
- Principles of conflict resolution and excellent customer service.
- Provisions, principles and practices of municipal structure and organization.
- Applicable federal, state and local laws, regulations and guidelines.
- Principles and practices of modern municipal management and administration.

**Ability to:**

- Understand and interpret the Political Reform Act, Brown Act, Maddy Act, Public Records Act, and the California Elections Code.
- Understand, interpret and explain Fair Political Practices Commission requirements for Statement of Conflicts of Interest and Campaign Disclosure documents.
- Oversee contracts and legal agreements for requirements and compliance.
- Understand and comply with complex state and federal regulations, laws, codes, policies as related to assigned program area.
- Perform research; compile and analyze data and prepare technical reports.
- Understand City processes and procedures and specific requirements of assigned program area.
- Diagnose and troubleshoot complex problems and provide and coordinate appropriate solutions.
- Work with and control sensitive and confidential information and ensure security for assigned program area.
- Create and maintain accurate and detailed record keeping systems.
- Facilitate and coordinate meetings or training.
- Develop and implement policies and procedures.
- Estimate, track and project revenues and expenditures.
- Plan, initiate, manage and complete complex and multiple simultaneous work assignments or projects with a minimum of direction.
- Research and write complex loan, grant and program documents and monitor processes, as assigned.
- Work irregular hours, which may include late night meetings.
- Lead, manage, evaluate and train personnel effectively and maintain discipline.
- Organize, implement and supervise assigned program goals and City objectives.
- Use computer and needed programs in a highly effective manner.

- Organize, analyze, manage and implement a variety of programs.
- Prepare, forecast and administer a budget.
- Establish and maintain respectful, effective and cooperative working relationships with those contacted in the course of work.
- Communicate effectively, orally, electronically and in writing.

## **EXPERIENCE AND EDUCATION**

### **Experience:**

Five years of increasingly responsible technical and clerical experience that includes performing administrative support tasks at the department director, management, and/or supervisory level; analyzing and interpreting complex documents, administrative procedures, and/or regulations; and displaying positive and professional contacts with the public. Supervisory experience is also desirable.

### **Education and Training:**

Possession of a Bachelor's degree from an accredited college or university with significant course work in the areas of Business Administration, Public Administration, or related fields or ability to obtain described degree within twelve (12) months of assuming City Clerk position.

## **LICENSE AND/OR CERTIFICATE**

Certification or ability to be a Notary Public is required. Commission must be obtained within twelve (12) months of appointment.

Possession of a valid California Driver's License in the category necessary to perform essential duties of the position may be required at the time of appointment. Maintenance of a valid California Driver's license and proof of automobile liability insurance is a condition of continued employment.

## **DESIREABLE QUALIFICATIONS**

Ability to obtain certification by the International Institute of Municipal Clerks as a Certified Municipal Clerk (CMC) is highly desirable.

**PHYSICAL REQUIREMENTS**

Vision adequate to operate vehicles and office equipment, read instructions and follow directions; hearing adequate to converse on telephone and in person; body mobility adequate to drive and perform required office duties including reaching and bending for files and related office items; use of hands and fingers adequate for operating vehicles, writing, typing, computer, copier, and fax machine and related functions; ability to lift office files, binders and small office equipment, as needed.

Reviewed and Approved:

\_\_\_\_\_  
Personnel Officer

\_\_\_\_\_  
Date

*March 2015*

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }  
CREATION OF AN ADMINISTRATIVE }  
ANALYST/ADMIN SERVICES JOB }  
DESCRIPTION }  
\_\_\_\_\_ }

RESOLUTION NO. 2015-

**WHEREAS**, the Technical Services Manager will retire effective May 5, 2015; and

**WHEREAS**, as a result of a reorganization of the duties/functions of the Technical Services Manager position, the Technical Services Manager position will not be filled upon her retirement; and

**WHEREAS**, the creation of the Administrative Analyst/Admin Services job description allows for an appropriate classification into which the current Payroll Coordinator may transition as more analytical/managerial duties are assumed; and

**WHEREAS**, the creation of this position meets the City Council's strategic plan for leadership and succession planning.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the creation of an Administrative Analyst/Admin Services job description.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 24<sup>th</sup> 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }  
RECLASSIFICATION OF AUDREY CRAY }  
FROM PAYROLL COORDINATOR TO }  
ADMINISTRATIVE ANALYST/ADMIN }  
SERVICES, EFFECTIVE MAY 1, 2015, AND }  
THE RECLASSIFICATION OF ESMERALDA }  
VILLALOBOS FROM ACCOUNT TECH }  
TO PAYROLL COORDINATOR, EFFECTIVE }  
MAY 1, 2015 }

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RESOLUTION NO. 2015-

**WHEREAS**, in order to meet the City Council's Strategic Plan requirements for effective leadership and succession planning, during the budget adoption process in June 2014, staff identified the need to prepare for anticipated retirements in key positions within the City; and

**WHEREAS**, at that time, the budget adopted by Council included one (1) full-time employee classified as an Account Tech which would be shared between the City Clerk (30%) and Payroll (70%), and then be reclassified during the FY 2015-16 year to an Executive Assistant to the City Manager/City Clerk Trainee position to be shared between the City Clerk (80%) and Payroll (20%); and

**WHEREAS**, the person selected as the 30/70 split Account Tech during FY 2014-15 would eventually transition to a vacant position in Payroll that would be left open through the retirement of the Technical Services Manager; and

**WHEREAS**, the Technical Services Manager will retire effective May 5, 2015; and

**WHEREAS**, as part of the succession planning strategy identified in 2014, there is a need for the reclassification of Payroll Coordinator Audrey Cray and Account Tech Esmeralda Villalobos due to increased job requirements as follows:

1. Reclassify the current Payroll Coordinator to Administrative Analyst/Admin Services to replace the reorganized Technical Services Manager's function/position, effective May 1, 2015.
2. Reclassify the 30/70 split Account Tech to Payroll Coordinator to fill the vacant Payroll Coordinator position, effective May 1, 2015.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the reclassification of Audrey Cray from Payroll Coordinator to Administrative Analyst/Admin Services, effective May 1, 2015, and the reclassification of Esmeralda Villalobos from Account Tech to Payroll Coordinator, effective May 1, 2015.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 24<sup>th</sup> 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }  
RECLASSIFICATION OF THE EXISTING }  
30/70 SPLIT ACCOUNT TECH POSITION }  
TO AN 80/20 SPLIT EXECUTIVE }  
ASSISTANT TO THE CITY MANAGER/CITY }  
CLERK TRAINEE POSITION FUNDED }  
FUNDED BY GENERAL FUND 110 }  
\_\_\_\_\_ }

RESOLUTION NO. 2015-

**WHEREAS**, in order to meet the City Council's Strategic Plan requirements for effective leadership and succession planning, during the budget adoption process in June 2014, staff identified the need to prepare for anticipated retirements in key positions within the City; and

**WHEREAS**, at that time, the budget adopted by Council included one (1) full-time employee classified as an Account Tech which would be shared between the City Clerk (30%) and Payroll (70%), and then be reclassified during the FY 2015-16 year to an Executive Assistant to the City Manager/City Clerk Trainee position to be shared between the City Clerk (80%) and Payroll (20%); and

**WHEREAS**, the person selected as the 30/70 split Account Tech during FY 2014-15 would eventually transition to a vacant position in Payroll that would be left open through the retirement of the Technical Services Manager; and

**WHEREAS**, the Technical Services Manager will retire effective May 5, 2015; and

**WHEREAS**, the transition of the 30/70 split Account Tech to a vacant position in Payroll now creates the need for the reclassification of the split Account Tech position to the 80/20 split Executive Assistant to the City Manager/City Clerk Trainee position; and

**WHEREAS**, this position meets the City Council's strategic plan for leadership and succession planning; and

**WHEREAS**, there is no financial impact beyond what has already been approved in the current year's budget; and

**WHEREAS**, the Executive Assistant to the City Manager/City Clerk Trainee position will allow for interaction and targeted training relative to current operations, significant upcoming projects, and other functions critical to the department's operation to ensure a smooth transition for City Council, City staff, and the community.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the reclassification of the existing 30/70 split Account Tech position to an 80/20 split Executive Assistant to the City Manager/City Clerk Trainee position funded by General Fund 110.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 24<sup>th</sup> 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }  
HIRING OF ONE (1) "RECLASSIFIED" 80/20 }  
SPLIT EXECUTIVE ASSISTANT TO THE }  
CITY MANAGER/CITY CLERK TRAINEE }  
THROUGH AN IN-HOUSE RECRUITMENT }  
OF FULL-TIME, PART-TIME AND }  
VOLUNTEER /INTERN STAFF, AND }  
OUTSIDE RECRUITMENT IF NEEDED, }  
EFFECTIVE MAY 1, 2015 }

RESOLUTION NO. 2015-

**WHEREAS**, the City Council authorized the reclassification of the 30/70 split Account Tech position to the 80/20 Executive Assistant to the City Manager/City Clerk Trainee position; and

**WHEREAS**, there is no financial impact beyond what has already been approved in the current year's budget; and

**WHEREAS**, in order to meet the City Council's strategic plan for leadership and succession planning and to ensure a smooth transition for City Council, City staff and the community, this position is warranted; and

**WHEREAS**, filling this position at this time will allow for interaction and targeted training relative to current operations, significant upcoming projects, and other functions critical to administrative operations.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the hiring of one (1) "reclassified" 80/20 split Executive Assistant to the City Manager/City Clerk Trainee through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed, effective May 1, 2015.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 24<sup>th</sup> 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

8C

March 24, 2015

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Betty Gonzalez, Purchasing Coordinator  
Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving the service agreement with Homeland Security & Management Solutions, Inc., Dba Dantli Corp for Temporary Personnel Services, for various City departments as needed, in an annual amount not to exceed \$25,000, for a period of twelve (12) months

### 2. DISCUSSION OF ISSUE:

The City utilizes temporary staffing services to fill short term staffing needs, mainly in the area of office administrative support. The positions most often needed includes: receptionists, office assistants, and account clerks. Duration of temporary staff assignment is usually from one (1) to four (4) weeks. The Purchasing Office and Human Resources solicited bids on behalf of many City departments for these services through RFP 14-299.

In the past when a City department needed temporary assistance, it has had to go through the bid process outlined in the City's Purchasing Policy before the needed assistance could be engaged. This process takes a while to complete while the need is usually immediate. In an effort to increase overall efficiency, the Purchasing Office and Human Resources solicited bids across the spectrum of typical needs so when a need arises, the ability to act quickly is available.

Formal Bid No. 14-299 has been solicited, received and evaluated by City staff for temporary personnel services for a period of twelve months. After reviewing all of the proposals, City staff is recommending the City Council reject Staffing Today, Inc. bid proposal. The reason for this recommendation is Staffing Today, Inc. proposed the same hourly rate from an Office Assistant classification to an Accountant classification, as listed below. Their bid proposal rate was a concern to the City in obtaining qualified and experienced personnel in providing quality of service under this process.

Staff is recommending authorization to award said Contract No. 15-019 with Homeland Security & Management Solutions, Inc., Dba Dantli Corp with a satellite office in Turlock, meeting all specifications and requirements. Pursuant to Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-09 (c) (5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

Award bid recap is shown below:

	Bidder Name	Item No.	Description	Agency Hourly Bill Rate		Percentage Markup
				Low	High	
1	Homeland Security & Management Solutions, Dba Dantli Corp Satellite office in Turlock	1	Office Assistant 1	11.20	12.24	1%
		2	Secretary	14.32	14.84	1%
		3	Accountant 1	21.88	22.14	1%
		4	Accounts Payable Clerk	14.84	15.89	1%
		5	Account Clerk 1	14.84	15.89	1%
		6	Account Technician	13.28	14.32	1%
2	Robert Half International Inc. Of Modesto	1	Office Assistant 1	16.00	19.20	60%
		2	Secretary	17.50	20.80	60%
		3	Accountant 1	27.20	30.40	60%
		4	Accounts Payable Clerk	17.60	20.80	60%
		5	Account Clerk 1	17.60	20.80	60%
		6	Account Technician	24.00	27.20	60%
3	Staff Today, Inc. Covina, CA	1	Office Assistant 1	11.94	21.22	32.65%
		2	Secretary	11.94	21.22	32.65%
		3	Accountant 1	11.94	21.22	32.65%
		4	Accounts Payable Clerk	11.94	21.22	32.65%
		5	Account Clerk 1	11.94	21.22	32.65%
		6	Account Technician	11.94	21.22	32.65%
4	Bara Infoware, Inc. San Ramon, CA	1	Office Assistant 1	32.37	36.76	8%
		2	Secretary	31.54	35.80	8%
		3	Accountant 1	46.93	53.66	8%
		4	Accounts Payable Clerk	26.61	30.08	8%
		5	Account Clerk 1	29.09	32.95	8%
		6	Account Technician	32.93	37.42	8%

The temporary employee is the employee of the Agency, not of the City, and no City-paid benefits shall accrue to the Agency employee. If the City offers a position to a temporary staff employee within the first 30 working days of temporary assignment, the agency shall be entitled to compensation (percentage make-up rate, as per above rate) for the full 30 working days from City.

**3. BASIS FOR RECOMMENDATION:**

Staff recommends the approval of the agreement with Homeland Security & Management Solutions, Inc., Dba Dantli Corp for Temporary Personnel Services for Human Resources, an annual amount not to exceed \$25,000 for a period of twelve (12) months

**Strategic Plan Initiative:**

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

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

Funds are based on the usage for temporary personnel services for each participating department and the expenses will be covered by each departments respective operating budget.

The Human Resources Division will monitor the contract to ensure the overall contract limits are not exceeded.

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. Council may reject the Agreement with Homeland Security & Management Solutions, Inc., Dba Dantli Corp with a satellite office in Turlock. This alternative is not recommended; the agreement will only be used to fill short-term staffing needs on an as needed basis and contract pricing is for a period of twelve (12) months.



**AGREEMENT FOR SERVICES**  
**between**  
**CITY OF TURLOCK**  
**and**  
**HOMELAND SECURITY & MANAGEMENT SOLUTIONS INC.**  
**DbA DANTLI CORP**  
**for**  
**TEMPORARY PERSONNEL SERVICES**  
**FOR THE DEPARTMENT OF HUMAN RESOURCES**  
**CONTRACT NO. 15-019**

**THIS AGREEMENT** is made this 24<sup>th</sup> day of **March, 2015**, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **Homeland Security & Management Solutions, Inc., DbA Dantli Corp.**, a Maryland Corporation provider, hereinafter referred to as "STAFFING FIRM."

**WITNESSETH:**

**WHEREAS**, CITY has a need for temporary personnel services; and

**WHEREAS**, STAFFING FIRM has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Service".

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

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

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

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

**4. COMPENSATION:** CITY agrees to pay STAFFING FIRM in accordance with Exhibit "A" as full remuneration for performing all Services and furnishing all staffing and materials called for in Section 1 and for performance by STAFFING FIRM of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Twenty Five Thousand and No/100<sup>ths</sup> Dollars (\$25,000.00). STAFFING FIRM agrees that compensation shall be paid in the manner and at the times set forth below:

*OK for Agenda*

*[Signature]*

(a) Invoices: STAFFING FIRM 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 STAFFING FIRM 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 STAFFING FIRM within five (5) working days of dispute settlement.

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

**5. TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning April 1, 2015 and ending March 31, 2016, subject to CITY's availability of funds.

**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 STAFFING FIRM thirty (30) days prior to the expiration of this Agreement. On each anniversary date, STAFFING FIRM 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 STAFFING FIRM's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

**7. INSURANCE:** STAFFING FIRM shall not commence work under this Agreement until STAFFING FIRM has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall STAFFING FIRM allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. STAFFING FIRM 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 STAFFING FIRM, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

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

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

(5) Fidelity Bond covering the loss of money and securities

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

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

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

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

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

(5) Fidelity Bond: \$1,000,000

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

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of STAFFING FIRM; and with respect to liability arising out of work or operations performed by or on behalf of STAFFING FIRM, 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 STAFFING FIRM's insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, STAFFING FIRM's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance

maintained by CITY shall be excess of STAFFING FIRM's insurance and shall not contribute with it.

(3) CITY is to be added as a Loss Payee to the Fidelity Bond.

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

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

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

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

**8. INDEMNIFICATION:** STAFFING FIRM 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 STAFFING FIRM, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

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

STAFFING FIRM, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as staffing firm and not as employees of CITY.

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

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

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

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

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

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

**11. TERMINATION OF STATED EVENT:**

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

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

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

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

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

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

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

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

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

**14. TIME:** Time is of the essence in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**29. CITY BUSINESS LICENSE:** STAFFING FIRM will have a City of Turlock business license.

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

**31. RECORD INSPECTION AND AUDIT:** STAFFING FIRM shall maintain adequate records to permit inspection and audit of STAFFING FIRM's time and material charges under this Agreement. STAFFING FIRM shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

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

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

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

**for STAFFING FIRM:** HOMELAND SECURITY AND MANAGEMENT SOLUTION, INC  
DbA DANTLI CORP  
ATTENTION: LA TRISHA PINCKNEY  
13178 LARCHDALE ROAD #1  
LAUREL, MD 20708  
PHONE: (301) 769-6933 EXT. 5  
FAX: 1-800-517-3350  
EMAIL: [tpinckney@dantlicorp.com](mailto:tpinckney@dantlicorp.com)

**SATELLITE OFFICE:** 3220- W. MONTE VISTA AVE.  
TURLOCK, CA 0649-

**for CITY:** CITY OF TURLOCK  
ATTN: SARAH EDDY  
156 SOUTH BROADWAY, SUITE 235  
TURLOCK, CALIFORNIA 95380-5454  
PHONE: (209) 668-5599 Ext. 1107  
FAX: (209) 668-5529  
EMAIL: [seddy@turlock.ca.us](mailto:seddy@turlock.ca.us)

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

**CITY OF TURLOCK, a municipal corporation**

**HOMELAND SECURITY & MANAGEMENT SOLUTIONS, INC.  
DbA Dantli Corp**

By: \_\_\_\_\_  
Roy W. Wasden, City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Phaedra A. Norton, City Attorney

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Kellie E. Weaver, City Clerk

## SECTION 1

### TEMPORARY PERSONNEL SERVICES FOR DEPARTMENT OF HUMAN RESOURCES

#### SPECIFICATIONS

##### 1.00 INTRODUCTION

The City has approximately 352 employees working within 6 major functional areas of responsibility: Administrative Services Department, Municipal Services Department, Police Department, Fire Department, Parks, Recreation and Public Facility Maintenance and Development Services Department.

The City utilizes temporary staffing services to fill short-term staffing needs, mainly in the area of office administrative support. The positions most often required include: receptionist, office assistant, and account clerk. Duration of temporary staff assignments is usually from 1 to 4 weeks.

##### 1.01 REQUIREMENTS

The City will enter into contracts with approximately the three lowest responsible/responsive bidders; and/or may award multiple contracts for each discipline required. When the need arises, designated departmental City staff may contact one or all three temporary agencies requesting resumes of potential candidates. City staff may determine to interview candidates prior to retaining the individual.

The City reserves the right to cancel or terminate a temporary employee immediately. The City offers no commitment to retain temporary employee past initial usage period agreed upon. If long term staffing needs arise, the City reserves the right to solicit for separate staffing bids. The temporary employee is the employee of the Agency, not of the City, and no City-paid benefits shall accrue to the Agency employee.

If the City offers a position to a temporary staff employee within the first 30 working days of temporary assignment, the agency shall be entitled to compensation (percentage mark-up rate) for the full 30 working days from the City. If the City offers a position to a temporary staff employee after the first 30 working days of temporary assignment, the agency shall not be entitled to any compensation from the City or its employee.

In addition to regular temporary staffing services, the City would have the occasional need to payroll individuals through the temporary staffing agency. In such an instance, the City would select an individual and send them to the agency for pay rolling.

Agency shall provide detailed monthly temporary staff report which shall include the employee name, the name of the department retaining/retained employee, start and end dates (or anticipated end date), and agency bill rates.

##### 1.02. POSITIONS

The City's fiscal year begins July 1<sup>st</sup> and ends June 30th. During the prior fiscal year, the City utilized temporary personnel to staff the positions listed below.

Position	Number of Times per Year	Estimate Length of Assignment (dates)
Office Assistant I	As Needed	Varies between 1 to 4 weeks
Secretary	As Needed	Varies between 1 to 4 weeks
Accountant I	As Needed	Varies between 1 to 4 weeks
Accounts Payable Clerk	As Needed	Varies between 1 to 4 weeks
Account Clerk I	1-2	Varies between 1 to 4 weeks
Account Technician	As Needed	Varies between 1 to 4 weeks

**1.03. MISCELLANEOUS**

- a). Invoices with proper documentation, which provides verification of the invoiced amount, shall be submitted to the City individual requesting the service. Our office is located at:

City of Turlock  
156 S. Broadway, Suite 112  
Turlock, CA 95380

- b) Travel time (trip charge) to and from agency site, or any other site, shall not be paid.
- c) Prices quoted shall remain firm for the entire contract period.
- d) Term: Contract term shall be for twelve (12) months. 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 Staffing Firm thirty (30) days prior to the expiration of the contract, subject to:
1. Monetary appropriations by the City.
  2. Staffing Firm's compliance with the terms and conditions as established by this bid document.
  3. A mutual written amendment, signed by both parties, to continue the Contract with:
    - a) Satisfactory compliance and extensions by the Staffing Firm with the established certificates of insurance, licensing, and City's Contract or other requirements, if any, of the Terms and Conditions;
    - b) Firm pricing for subsequent Contract terms as set forth herein;
    - c). Any extensions or modifications to the Contract shall be accomplished via written amendments signed by both parties;
    - d) No damages resulting if the Contract terminates on account of a lack of monetary appropriations.

**1.04 BACKGROUND INVESTIGATION**

At the discretion of the appointing authority and at the expense of the City of Turlock, temporary help employees (vendor employees) may be subjected to background checks.

**1.05 HOLIDAYS**

The City operates on a 5-day per week schedule with the exception of the following holidays:

Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday In November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25 † <b>Day before or day after</b>
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September

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

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

**1.06** The City's contract shall supersede all temporary agency terms and conditions, including those stated in the temporary employee time card.

CITY OF TURLOCK  
BID PROPOSAL FORM

BID NO RFP 14-299

BID DUE DATE: NOVEMBER 20, 2014

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

"TEMPORARY PERSONNEL SERVICES"  
for  
DEPARTMENT OF HUMAN RESOURCES

- 1) Return original bid to: City of Turlock  
Municipal Services Department Purchasing  
156 S. Broadway, Ste 270  
Turlock, CA 95380-5454
- 2) Price shall be F.O.B. Destination or for the service rendered.
- 3) Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.
- 4) Bid must be on this bid form and signed by vendors authorized representative.  
BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: Homeland Security and Management Solutions, Inc. dba Dantli Corp

Address: 13178 Larchdale Rd, #1, Laurel, MD 20708

Telephone Number 301-769-6933 ext. 5 Fax Number 1-800-577-3350

E-Mail Address tpinckney@dantlicorp.com

Authorized Representative (print) LaTrisha Pinckney

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for temporary personnel services dated November 20, 2014, at the prices indicated herein.

**Bid Sheet**

The City of Turlock will evaluate the various bids and will determine which bid it deems in its best interest. The determination of which bid is in its best interest is at the sole discretion of the City, and its decision shall be final. Based on pricing, availability and compliance with the specifications, it is understood that the City reserves the right to award the bid to one or more bidders, to award the bid on an item by item basis, or any other basis deemed by the City to be in its own best interest.

ITEM NO.	GENERAL POSITION TITLE	EMPLOYEE HOURLY PAY-RATE		AGENCY HOURLY BILL RATE		PERCENTAGE MARK-UP
		Low	High	Low	High	
1	Office Assistant I	\$ 10.94	\$ 11.72	\$ 11.20	\$ 12.24	1 %
2	Secretary	\$ 14.06	\$ 14.32	\$ 14.32	\$ 14.84	1 %
3	Accountant I	\$ 21.61	\$ 21.61	\$ 21.88	\$ 22.14	1 %
4	Accounts Payable Clerk	\$ 14.58	\$ 15.36	\$ 14.84	\$ 15.89	1 %
5	Account Clerk I	\$ 14.58	\$ 15.36	\$ 14.84	\$ 15.89	1 %
6	Account Technician	\$ 13.02	\$ 13.28	\$ 13.28	\$ 14.32	1 %
7	Provide markup percentage rate agency will utilize to negotiate prices for positions not listed above.					%

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

**Early Pay Discount**

A 0 % discount is offered for payment within 0 days.  
 (Note: Discount period must be fifteen days, or greater, to be considered.)

**City of Turlock Tax Certificate**

Does your firm hold a City of Turlock Business Tax Certificate? Yes  No  Business license is pending

If yes, number: \_\_\_\_\_

**"Piggyback" Contracting**

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

**Compliance**

Bidder, have you complied with the specifications, terms and conditions of this bid?  
 Yes  NO

A "NO" answer requires a detailed explanation giving reference to all deviations.

**Addendums (if applicable):**

Bidder acknowledges receipt of ADDENDUM NO. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
 Bidder acknowledges receipt of ADDENDUM NO. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
 Bidder acknowledges receipt of ADDENDUM NO. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**Nondiscrimination Clause**

- a) In connection with the execution of this agreement, CONTRACTOR shall not discriminate against any employee for applicant for employment because of age, race, religion, color, and sex or nation origin. CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regards to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall also comply with requirement of Title VII of the Civil Rights Act of 1964 (P.L.88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.
- b) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.
- c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

**Non-discrimination of the Handicapped:**  
**Policy Statement**

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Contractors and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped Individuals have the maximum opportunity for the same level of aid, benefit, or service as any other Individual.

**Drug Free Workplace**

Bidder/Contractor certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

**Offer and Acceptance**

Contractor represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Contractor agrees that Contractor's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Contractor constitutes written notification to Contractor of City's rejection of any and all of Contractor order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)

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

Contractor certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

Homeland Security + Management Solutions, Inc. dba Danti Corp  
Company Name

Rashida Pinkney  
Signature of Authorized Representative

32-0325926  
Federal Tax ID Number

**One original and one copy of the complete bid proposals is required**

***\*Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.***

**EXHIBIT 'E'**

**CITY OF TURLOCK  
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 14-299  
TEMPORARY PERSONNEL SERVICES**

**REQUEST FOR PREFERENCE**

For

**LOCAL BUSINESS**

The City Council may in its discretion, grant qualified local vendors a bidding preference of three percent (3%) not to exceed a limit of Three Thousand and no 100ths (\$3,000.00) Dollars. For purposes of this section, a qualified local vendor is defined as any individual, partnership, or corporation which regularly maintains a place of business and an inventory of merchandise for sale within the corporate limits of the City and has obtained a business license issued by the City of Turlock. In addition to price, in determining the lowest responsible bidder, consideration will be given to quality and performance of the commodity to be purchased or service provided by the seller

Request for 3% local preference

Company Name: Homeland Security + Management Solutions, Inc. dba Dantli  
Street Address: 3220 W. Monte Vista Ave., Turlock, CA 95380  
Telephone Number: (301) 769-6933 (ext. 5)  
Business License Number: In Process

The Undersigned declares that the foregoing information is true and correct:

Print/Type Name: La Trisha Pinckney  
Title: President  
Signature: La Trisha Pinckney  
Date: 11/14/2014

# EXHIBIT 'F'

## CITY OF TURLOCK REQUEST FOR PROPOSAL AND SPECIFICATIONS 14-299 TEMPORARY PERSONNEL SERVICES

### PARTICIPATION

#### BIDDER TO COMPLETE THE FOLLOWING:

City of Turlock is requesting that you indicate on this form, **Exhibit F**, if your company will extend the pricing, terms and conditions of this bid to other government agencies, if the vendor is the successful vendor. If the successful vendor agrees to this provision, to other supported agencies co-op (piggyback) may enter into a contract with the successful vendor for the services described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City of Turlock for this bid.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the term of the original contract, all the while holding the City of Turlock harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies as you are proposing to extend to the City of Turlock.

Yes, we will extend contract terms and conditions to all qualified agencies within the San Joaquin Valley Purchasing Group and other tax-supported agencies.

No, we will not extend contract terms to any agency other than the City of Turlock.

*Raisha Pinkney*

(Authorized Signature)

*President*

Title