City Council Agenda

JUNE 24, 2014
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

Mayor
John S. Lazar

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

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

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

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

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

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

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

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

A. *Proclamation*: Parks & Recreation Month, July 2014, accepted by Allison Van Guilder.

3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

1. Police Department Mid-Year Update. *(Jackson)*

C. PUBLIC PARTICIPATION

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

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

4. A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. CONSENT CALENDAR

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

A. *Resolution*: Accepting Demands of 5/29/14 in the amount of $1,286,163.43; Demands of 6/5/14 in the amount of $671,613.27

B. *Motion*: Accepting Minutes of Regular Meeting of June 10, 2014

C. 1. *Motion*: Making the determination that City Project No. 12-49, "Walnut Rd. Median Improvements," is exempt from the provisions of CEQA in accordance with Section 15301, "Existing Facilities"

2. *Motion*: Awarding bid and approving an agreement in the amount of $290,093 with F. Loduca Company of Stockton, California, for City Project No. 12-49, "Walnut Rd. Median Improvements"

3. *Resolution*: Appropriating $18,912 to account number 215-40-420.51210 "Federal Street Projects" via a transfer from Fund 305 "Capital Facility Fees (Roadways)" reserve for City Project No. 12-49, "N. Walnut Rd. Median Improvements"

D. *Motion*: Approving Contract Change Order No. 1 in the amount of $5,832.97 (Fund 305) for City Project No. 13-25B, "Public Safety Training Facility Utilities and Site Improvements," bringing the contract total to $113,051.77

E. *Motion*: Accepting improvements for City Project No. 13-47, "Columbia Park Restrooms," and authorizing the City Engineer to file a Notice of Completion

F. 1. *Motion*: Making the determination that City Project No. 13-48, "Roadway Widening at 1338 and 1344 East Ave.," is exempt from the provisions of CEQA in accordance with Section 15301, "Existing Facilities"

2. *Motion*: Awarding bid and approving an agreement in the amount of $51,666 (Fund 217) with Hensley's Paving & General Engineering, Inc., of Hickman, California, for City Project No. 13-48, "Roadway Widening at 1338 and 1344 East Ave."

G. 1. *Motion*: Accepting notification of Contract Change Order No. 3 (Final) in the decreased amount of ($10,982.80) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 01 – General Construction and Specialties," bringing the contract total to $2,283,172.20

2. *Motion*: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 01 – General Construction and Specialties, and authorizing the City Engineer to file a Notice of Completion

H. 1. *Motion*: Accepting notification of Contract Change Order No. 3 (Final) in the decreased amount of ($15,859.31) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 02 – Demolition, Grading and Site Paving, bringing the contract total to $1,016,621

2. *Motion*: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 02 – Demolition, Grading and Site Paving, and authorizing the City Engineer to file a Notice of Completion

I. 1. *Motion*: Accepting notification of Contract Change Order No. 1 (Final) in the decreased amount of ($25,501.86) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 03 – Structural Concrete, bringing the contract total to $1,370,498.14

2. *Motion*: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 03 – Structural Concrete, and authorizing the City Engineer to file a Notice of Completion

J. 1. *Motion*: Accepting notification of Contract Change Order No. 5 (Final) in the decreased amount of ($14,250) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 04 - Landscaping, bringing the contract total to $218,934

2. *Motion*: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 04 - Landscaping, and authorizing the City Engineer to file a Notice of Completion

K. 1. *Motion*: Accepting notification of Contract Change Order No. 4 (Final) in the decreased amount of ($6,020.10) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 05 - Masonry, bringing the contract total to $1,316,861.29

2. *Motion*: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 05 - Masonry, and authorizing the City Engineer to file a Notice of Completion

L. 1. *Motion*: Accepting notification of Contract Change Order No. 6 (Final) in the decreased amount of ($4,653.29) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 06 – Structural Steel, bringing the contract total to $3,504,925.71

2. *Motion*: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 06 – Structural Steel, and authorizing the City Engineer to file a Notice of Completion

M. 1. *Motion*: Accepting notification of Contract Change Order No. 6 (Final) in the decreased amount of ($12,750) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 09 – Doors and Windows, bringing the contract total to $1,136,694.42

2. *Motion*: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 09 – Doors and Windows, and authorizing the City Engineer to file a Notice of Completion

N. 1. *Motion*: Accepting notification of Contract Change Order No. 4 (Final) in the decreased amount of ($4,500) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 11 – Painting and Wall Coverings, bringing the contract total to $293,150

2. *Motion*: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 11 – Painting and Wall Coverings, and authorizing the City Engineer to file a Notice of Completion

O. *Motion*: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, and authorizing the City Engineer to file a Notice of Completion

P. *Resolution*: Authorizing the appointment of the retired annuitant Roger Fall to a temporary part-time position for the purposes of assisting Engineering Division staff in the preparation of a speed study required by law in order for law enforcement to use radar for speed enforcement

Q. *Resolution*: Rescinding Resolution No. 2007-268 and adopting a new resolution authorizing the Turlock Unified School District (TUSD) to close N. Berkeley Ave., between Marshall St. and E. Canal Dr., for school related activities and all special events at Turlock High School as further conditioned

R. *Motion*: Approving the agreements between the City of Turlock and each of the seven (7) funded nonprofit public service agencies in the amount of $62,000

S. *Motion*: Approving a special services agreement with Itron for water analytics software and service related to the automatic meter reading system, at no cost to the City

T. *Motion*: Approving an agreement with Root Tamers for chemical root control of sewer lines for the Municipal Services Utilities Division for a period of twelve (12) months, in an amount not to exceed $8,000

U. *Motion*: Approving multiple agreements with Pace Supply, HD Supply, and R & B Company for the purchase of pipe and pipe fittings for the Municipal Services Utilities Division for a period of twelve (12) months each, with an aggregate value of $87,000, in accordance with the terms and conditions set within each agreement

V. *Resolution*: Accepting donations received from April through June Fiscal Year 2013-14 to be deposited for a variety of Parks, Recreation & Public Facilities Department programs, scholarships, and activities

W. *Motion*: Approving an agreement between the City of Turlock Police Department and Jocelyn E. Roland, PH.D., to provide counseling/psychotherapy services to all sworn officers, dispatchers, and community service officers of the Turlock Police Department at no cost to the covered employee, for the period of July 1, 2014, through June 30, 2015, in an amount not to exceed $12,000

X. *Motion*: Approving an agreement between the City of Turlock and the Turlock Unified School District for Police Officer Services at Turlock High School

Y. *Motion*: Approving the agreement between the City of Turlock and the Turlock Unified School District for Police Officer Services at Pitman High School

Z. *Motion*: Approving Amendment No. 1 to the agreement with Protech Security & Electronics, Inc., to include Turlock Public Safety Facility and Turlock Training Building for inspection and maintenance services in a monthly amount of $410 for the Public Safety Facility and $55 for the Turlock Training Building, increasing the annual amount from $840 to $6,420

AA. *Resolution*: Authorizing the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the Federal Aviation Administration for an Airport Layout Plan (ALP) Update including an additional allocation of funds in the amount of $12,000 to account number 401-10-125-51000 “Capital Improvements” from Fund 401 “Airport” reserve balance to cover related expenses

AB. *Resolution*: Authorizing the creation of one (1) new job classification for an Information Technology Technician

AC. *Resolution*: Rescinding Resolution No. 2012-182 and adopting an amended Conflict of Interest Code for the City of Turlock and the list of “Designated Employees” and their reporting categories for filing their Conflict of Interest Statement (Form 700)

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 submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the State Department of Water Resources (DWR) for the 2014 Integrated Regional Water Management Drought Grant, pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. *(Cooke)*

***Recommended Action*:**
Resolution: Authorizing the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the State Department of Water Resources (DWR) for the 2014 Integrated Regional Water Management Drought Grant, pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code section 75001 et seq.)

B. Request to accept donations from Mann Electric Inc., B&B and Bergman Landscape in the amount of $1,500 to be deposited into account number 270-61-635-399.37200_004 "Donation Recreation on Wheels" and appropriating said funds to account number 270-61-635-399.47132 "Recreation on Wheels Expenses" for a recreation program at Denair Park. *(Van Guilder)*

Recommended Action:
Resolution: Accepting donations from Mann Electric Inc., B&B and Bergman Landscape in the amount of $1,500 to be deposited into account number 270-61-635-399.37200_004 "Donation Recreation on Wheels" and appropriating said funds to account number 270-61-635-399.47132 "Recreation on Wheels Expenses" for a recreation program at Denair Park

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 Legal Counsel – Anticipated Litigation*, Cal. Gov't Code §54956.9(d)(4)**
"For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation."
Potential Cases: (1 case)

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

C. ***Conference with Labor Negotiators*, Cal. Gov't Code §54957.6**
"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 Negotiator: City Council
Unrepresented Employees: City Manager, City Attorney

12. ADJOURNMENT

2A

IN HONOR OF

PARKS & RECREATION MONTH

Parks Make Life Better!SM

July 2014

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock do hereby proclaim the month of July, 2014 as **"PARKS & RECREATION MONTH"** and acknowledge that ***Parks Make Life Better!***, and in so doing, urge all citizens to use and enjoy our parks and recreational opportunities.

IN WITNESS WHEREOF, I, JOHN LAZAR,
Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 24th day of June, 2014.

_____

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

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS OF 5/29/14 IN THE AMOUNT OF $1,286,163.43; DEMANDS OF 6/5/14 IN THE AMOUNT OF $671,613.27	**RESOLUTION NO. 2014-**

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

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

Demands of:	In the Amount of:
5/29/14	$1,286,163.43
6/5/14	$671,613.27

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of June, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City of Turlock

Payment Register

From Payment Date: 5/23/2014 - To Payment Date: 5/29/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
97849	05/28/2014	Open			Utility Management Refund	ALVARES, ROSIE	$73.94		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$73.94			
97850	05/28/2014	Open			Utility Management Refund	BEGOS GOLANI, DONALD	$114.41		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$114.41			
97851	05/29/2014	Open			Accounts Payable	A & G SALES PROMOTION LTD	$248.18		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$248.18			
97852	05/29/2014	Open			Accounts Payable	AT&T INFO SYSTEM	$359.68		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$359.68			
97853	05/29/2014	Open			Accounts Payable	AT&T MOBILITY	$844.92		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$844.92			
97854	05/29/2014	Open			Accounts Payable	CALIF DEPT OF TRANS	$3,374.19		
	Paying Fund			Cash Account		Amount			
	216 - Streets - Local Transportation			216.11000 (Cash)		$3,374.19			
97855	05/29/2014	Open			Accounts Payable	CAROLLO ENGINEERS	$43,271.18		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$43,271.18			
97856	05/29/2014	Open			Accounts Payable	CHARTER COMMUNICATIONS	$244.98		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$92.48			
	420 - WATER			420.11000 (Cash)		$42.50			
	501 - Information Technology			501.11000 (Cash)		$110.00			
97857	05/29/2014	Open			Accounts Payable	CITY OF PATTERSON	$50.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$50.00			
97858	05/29/2014	Open			Accounts Payable	CITY OF TURLOCK - CASH	$173.35		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$58.92			

Payment Register

From Payment Date: 5/23/2014 - To Payment Date: 5/29/2014

	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)		$46.96	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$20.47	
	420 - WATER	420.11000 (Cash)		$6.00	
	502 - Engineering	502.11000 (Cash)		$41.00	
97859	05/29/2014 Open		Accounts Payable	COMBINED BENEFITS ADMIN C	$103,157.31
	Paying Fund	Cash Account		Amount	
	511 - Health Care	511.11000 (Cash)		$103,157.31	
97860	05/29/2014 Open		Accounts Payable	DAVID KEITH TODD CONSULTING ENGINEERS	$6,355.75
	Paying Fund	Cash Account		Amount	
	420 - WATER	420.11000 (Cash)		$6,355.75	
97861	05/29/2014 Open		Accounts Payable	HORIZON WATER & ENVIR LLC	$1,953.75
	Paying Fund	Cash Account		Amount	
	415 - Sewer Bond Projects	415.11000 (Cash)		$1,953.75	
97862	05/29/2014 Open		Accounts Payable	KID TIME FITNESS COMPANY	$864.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$864.00	
97863	05/29/2014 Open		Accounts Payable	MICROBIZ SECURITY COMPANY	$4,505.04
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$4,505.04	
97864	05/29/2014 Open		Accounts Payable	OVERAA & CO INC, C	$498,436.72
	Paying Fund	Cash Account		Amount	
	415 - Sewer Bond Projects	415.11000 (Cash)		$498,436.72	
97865	05/29/2014 Open		Accounts Payable	P G & E	$154.10
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$154.10	
97866	05/29/2014 Open		Accounts Payable	PATRIAS ELEC CONT, DARRAL	$419,457.47
	Paying Fund	Cash Account		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$419,457.47	
97867	05/29/2014 Open		Accounts Payable	QUICKSCORES LLC	$576.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$576.00	
97868	05/29/2014 Open		Accounts Payable	SAFE-T-LITE CO INC	$128.69
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$128.69	
97869	05/29/2014 Open		Accounts Payable	SIEMENS INDUSTRY INC	$5,247.50
	Paying Fund	Cash Account		Amount	

Payment Register

From Payment Date: 5/23/2014 - To Payment Date: 5/29/2014

	216 - Streets - Local Transportation	216.11000 (Cash)			$5,247.50	
97870	05/29/2014	Open	Accounts Payable	SOUTHWEST SCHOOL &		$666.80
	Paying Fund	Cash Account			Amount	
	270 - Recreation Grants	270.11000 (Cash)			$666.80	
97871	05/29/2014	Open	Accounts Payable	STANISLAUS CO PLANNING		$2,308.69
	Paying Fund	Cash Account			Amount	
	256 - Stanislaus Housing Consortia	256.11000 (Cash)			$2,308.69	
97872	05/29/2014	Open	Accounts Payable	T I D		$73,961.47
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$1,251.55	
	205 - Sports Facilities	205.11000 (Cash)			$4,254.58	
	216 - Streets - Local Transportation	216.11000 (Cash)			$13,257.35	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$4,441.43	
	420 - WATER	420.11000 (Cash)			$49,438.45	
	426 - Transit - Fixed Route	426.11000 (Cash)			$204.94	
	505 - Fleet	505.11000 (Cash)			$1,113.17	
97873	05/29/2014	Open	Accounts Payable	THE MECHANICS BANK		$26,233.51
	Paying Fund	Cash Account			Amount	
	415 - Sewer Bond Projects	415.11000 (Cash)			$26,233.51	
97874	05/29/2014	Open	Accounts Payable	TURLOCK CONVENTION BUREAU		$80,144.26
	Paying Fund	Cash Account			Amount	
	120 - Tourism	120.11000 (Cash)			$80,144.26	
97875	05/29/2014	Open	Accounts Payable	UNITED SAMARITANS FDT INC		$2,385.04
	Paying Fund	Cash Account			Amount	
	255 - CDBG	255.11000 (Cash)			$2,385.04	
97876	05/29/2014	Open	Accounts Payable	WALKER ASSOC INC, LARRY		$9,877.50
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$9,877.50	
97877	05/29/2014	Open	Accounts Payable	DISNEYLAND HOTEL		$819.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$819.00	
97878	05/29/2014	Open	Accounts Payable	JOE SOUSA		$176.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$176.00	
Type Check Totals:			30 Transactions			$1,286,163.43
AP - Accounts Payable Totals						

City of Turlock

Payment Register

From Payment Date: 5/23/2014 - To Payment Date: 5/29/2014

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	30	$1,286,163.43	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	30	$1,286,163.43	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	30	$1,286,163.43	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	30	$1,286,163.43	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**30**	**$1,286,163.43**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**30**	**$1,286,163.43**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**30**	**$1,286,163.43**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**30**	**$1,286,163.43**	**$0.00**

City of Turlock

Payment Register

From Payment Date: 5/30/2014 - To Payment Date: 6/5/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable										
Check										
97879	06/02/2014	Open			Accounts Payable	SAFARILAND LLC		$6,037.83		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$6,037.83			
97880	06/02/2014	Open			Accounts Payable	EMBASSY SUITES		$2,904.28		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$2,904.28			
97881	06/02/2014	Open			Accounts Payable	JAMES BREWER		$440.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$440.00			
97882	06/02/2014	Open			Accounts Payable	CITY OF RIVERBANK		$90.00		
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$75.00			
	502 - Engineering			502.11000 (Cash)			$15.00			
97883	06/03/2014	Open			Utility Management Refund	DILLON, ANDREW		$77.80		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$77.80			
97884	06/03/2014	Open			Utility Management Refund	GOMEZ, TRACY		$195.24		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$195.24			
97885	06/03/2014	Open			Utility Management Refund	LEHMAN, JUSTIN, M		$183.90		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$183.90			
97886	06/03/2014	Open			Utility Management Refund	MACHADO, CHELSEA		$177.83		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$177.83			
97887	06/03/2014	Open			Utility Management Refund	MARQUEZ, CLARESSA, E		$181.90		
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$181.90			
97888	06/03/2014	Open			Utility Management Refund	MILSTEAD, LELAND, H		$49.80		

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	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$26.65	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$1.25	
	420 - WATER		420.11000 (Cash)			$21.90	
97889	06/03/2014	Open		Utility Management Refund	SANDOVAL-MARTINEZ, SANTIAGA		$99.80
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$99.80	
97890	06/03/2014	Open		Utility Management Refund	SEE, CHYRLE		$46.74
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$46.74	
97891	06/03/2014	Open		Utility Management Refund	VACA, JASZMEERA		$125.90
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$25.84	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$1.90	
	420 - WATER		420.11000 (Cash)			$98.16	
97892	06/03/2014	Open		Utility Management Refund	WALKER, JANEL		$90.20
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$90.20	
97893	06/05/2014	Open		Accounts Payable	A & A PORTABLES INC		$516.87
	Paying Fund		Cash Account			Amount	
	301 - Capital Improvements		301.11000 (Cash)			$516.87	
97894	06/05/2014	Open		Accounts Payable	ABS DIRECT INC		$4,257.98
	Paying Fund		Cash Account			Amount	
	420 - WATER		420.11000 (Cash)			$4,257.98	
97895	06/05/2014	Open		Accounts Payable	ALL VALLEY SMOG INC		$24.75
	Paying Fund		Cash Account			Amount	
	425 - Transit - Dial-A-Ride		425.11000 (Cash)			$24.75	
97896	06/05/2014	Open		Accounts Payable	AMERICAN MESSAGING		$33.79
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$33.79	
97897	06/05/2014	Open		Accounts Payable	AMERICAN MESSAGING		$76.79
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$76.79	
97898	06/05/2014	Open		Accounts Payable	AT & T		$781.37
	Paying Fund		Cash Account			Amount	

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	110 - General Fund	110.11000 (Cash)			$781.37	
97899	06/05/2014 Open		Accounts Payable	AT&T / CALNET 2		$5,342.77
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$4,665.18	
	205 - Sports Facilities	205.11000 (Cash)			$42.45	
	255 - CDBG	255.11000 (Cash)			$13.04	
	405 - Building	405.11000 (Cash)			$12.70	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$276.56	
	420 - WATER	420.11000 (Cash)			$66.75	
	426 - Transit - Fixed Route	426.11000 (Cash)			$66.66	
	501 - Information Technology	501.11000 (Cash)			$86.40	
	502 - Engineering	502.11000 (Cash)			$13.39	
	505 - Fleet	505.11000 (Cash)			$99.64	
97900	06/05/2014 Open		Accounts Payable	AT&T MOBILITY		$3,235.83
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$2,419.99	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$583.54	
	501 - Information Technology	501.11000 (Cash)			$192.31	
	502 - Engineering	502.11000 (Cash)			$39.99	
97901	06/05/2014 Open		Accounts Payable	AVAYA INC		$282.43
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$282.43	
97902	06/05/2014 Open		Accounts Payable	BILSON'S SPORT SHOP INC		$3,103.32
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$3,103.32	
97903	06/05/2014 Open		Accounts Payable	CALIF DEPT OF TRANS		$464.06
	Paying Fund	Cash Account			Amount	
	216 - Streets - Local Transportation	216.11000 (Cash)			$464.06	
97904	06/05/2014 Open		Accounts Payable	CAROLLO ENGINEERS		$224,153.63
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$46,647.08	
	415 - Sewer Bond Projects	415.11000 (Cash)			$119,916.32	
	420 - WATER	420.11000 (Cash)			$57,590.23	
97905	06/05/2014 Open		Accounts Payable	CENTRAL VALLEY BUSINESS		$8,206.41
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$2,736.03	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,735.19	

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	420 - WATER	420.11000 (Cash)		$2,735.19	
97906	06/05/2014 Open		Accounts Payable	CENTRAL VALLEY CONCRETE	$492.38
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$246.19	
	217 - Streets - Gas Tax	217.11000 (Cash)		$246.19	
97907	06/05/2014 Open		Accounts Payable	CHARTER COMMUNICATIONS	$73.83
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$73.83	
97908	06/05/2014 Open		Accounts Payable	CITY OF TURLOCK - CASH	$115.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$15.00	
	305 - Capital Facility Fees	305.11000 (Cash)		$26.00	
	420 - WATER	420.11000 (Cash)		$45.00	
	502 - Engineering	502.11000 (Cash)		$29.00	
97909	06/05/2014 Open		Accounts Payable	CODE PUBLISHING COMPANY	$244.50
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$244.50	
97910	06/05/2014 Open		Accounts Payable	COMBINED BENEFITS ADMIN C	$78,071.65
	Paying Fund	Cash Account		Amount	
	511 - Health Care	511.11000 (Cash)		$78,071.65	
97911	06/05/2014 Open		Accounts Payable	DOWNEY BRAND ATTORNEYS	$65.00
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$65.00	
97912	06/05/2014 Open		Accounts Payable	EZ TEES INC	$2,260.00
	Paying Fund	Cash Account		Amount	
	420 - WATER	420.11000 (Cash)		$2,260.00	
97913	06/05/2014 Open		Accounts Payable	G3 ENGINEERING, INC.	$2,010.06
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,010.06	
97914	06/05/2014 Open		Accounts Payable	GARTON TRACTOR INC	$33.47
	Paying Fund	Cash Account		Amount	
	205 - Sports Facilities	205.11000 (Cash)		$22.94	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$10.53	
97915	06/05/2014 Open		Accounts Payable	GOMES & SONS INC, JOE M	$25,145.20
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$13,472.97	
	205 - Sports Facilities	205.11000 (Cash)		$531.13	

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	217 - Streets - Gas Tax	217.11000 (Cash)			$1,371.36	
	246 - Landscape Assessment	246.11000 (Cash)			$2,067.82	
	255 - CDBG	255.11000 (Cash)			$91.36	
	405 - Building	405.11000 (Cash)			$266.89	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$3,342.47	
	420 - WATER	420.11000 (Cash)			$1,935.81	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$1,341.21	
	426 - Transit - Fixed Route	426.11000 (Cash)			$637.03	
	502 - Engineering	502.11000 (Cash)			$87.15	
97916	06/05/2014 Open		Accounts Payable	GRAINGER INC, W W		$3,700.36
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$40.75	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$3,659.61	
97917	06/05/2014 Open		Accounts Payable	HOLT OF CALIFORNIA INC		$1,159.04
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$571.84	
	217 - Streets - Gas Tax	217.11000 (Cash)			$587.20	
97918	06/05/2014 Open		Accounts Payable	HSQ INC		$8,843.55
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$4,421.77	
	420 - WATER	420.11000 (Cash)			$4,421.78	
97919	06/05/2014 Open		Accounts Payable	HUB INT'L OF CA INS SVC		$1,181.12
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$1,181.12	
97920	06/05/2014 Open		Accounts Payable	INDEPENDENT ELECTRIC INC		$1,824.39
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$157.65	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$110.41	
	420 - WATER	420.11000 (Cash)			$1,556.33	
97921	06/05/2014 Open		Accounts Payable	KLEINFELDER INC		$4,905.75
	Paying Fund	Cash Account			Amount	
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$4,905.75	
97922	06/05/2014 Open		Accounts Payable	LEHIGH HANSON INC		$1,092.56
	Paying Fund	Cash Account			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$1,092.56	
97923	06/05/2014 Open		Accounts Payable	NAPA AUTO PARTS		$131.25
	Paying Fund	Cash Account			Amount	

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	217 - Streets - Gas Tax	217.11000 (Cash)		$30.91	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$68.00	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)		$32.34	
97924	06/05/2014 Open		Accounts Payable	NEW WORLD SYSTEM CORP	$1,842.82
	Paying Fund	Cash Account		Amount	
	227 - Public Safety Tax	227.11000 (Cash)		$1,842.82	
97925	06/05/2014 Open		Accounts Payable	NEXT LEVEL PARTS INC	$153.86
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		($7.98)	
	217 - Streets - Gas Tax	217.11000 (Cash)		$161.84	
97926	06/05/2014 Open		Accounts Payable	OTIS ELEVATOR CO INC	$1,563.50
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$1,563.50	
97927	06/05/2014 Open		Accounts Payable	P G & E	$8.65
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$8.65	
97928	06/05/2014 Open		Accounts Payable	POSM SOFT LLC	$3,500.00
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$3,500.00	
97929	06/05/2014 Open		Accounts Payable	PRESORT CTR STOCKTON INC	$9,278.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$3,092.66	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$3,092.67	
	420 - WATER	420.11000 (Cash)		$3,092.67	
97930	06/05/2014 Open		Accounts Payable	RANDIK PAPER CO	$1,407.05
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,407.05	
97931	06/05/2014 Open		Accounts Payable	REED INC, GEORGE	$209,185.26
	Paying Fund	Cash Account		Amount	
	215 - Streets - Grant Funded Projects	215.11000 (Cash)		$79,828.50	
	305 - Capital Facility Fees	305.11000 (Cash)		$129,356.76	
97932	06/05/2014 Open		Accounts Payable	SHELL FLEET PLUS	$50.97
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$50.97	
97933	06/05/2014 Open		Accounts Payable	SIERRA FOOTHILL LAB INC	$3,050.00
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$3,050.00	

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97934	06/05/2014	Open	Accounts Payable	SOUTHWEST SCHOOL &	$15.80
	Paying Fund		Cash Account	Amount	
	270 - Recreation Grants		270.11000 (Cash)	$15.80	
97935	06/05/2014	Open	Accounts Payable	STANISLAUS AUDITOR CONTR	$9,366.69
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$9,366.69	
97936	06/05/2014	Open	Accounts Payable	T I D	$7,820.33
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$1,142.89	
	205 - Sports Facilities		205.11000 (Cash)	$121.44	
	216 - Streets - Local Transportation		216.11000 (Cash)	$53.41	
	420 - WATER		420.11000 (Cash)	$6,464.66	
	505 - Fleet		505.11000 (Cash)	$37.93	
97937	06/05/2014	Open	Accounts Payable	TURLOCK UNIFIED	$1,126.59
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$1,126.59	
97938	06/05/2014	Open	Accounts Payable	UNIVAR USA INC	$3,369.94
	Paying Fund		Cash Account	Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$3,369.94	
97939	06/05/2014	Open	Accounts Payable	VIRTUAL PROJECT MANAGER LLC	$500.00
	Paying Fund		Cash Account	Amount	
	502 - Engineering		502.11000 (Cash)	$500.00	
97940	06/05/2014	Open	Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE	$970.00
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$970.00	
97941	06/05/2014	Open	Accounts Payable	ZUMAR INDUSTRIES INC	$356.76
	Paying Fund		Cash Account	Amount	
	225 - Transportation Tax		225.11000 (Cash)	$356.76	
97942	06/05/2014	Open	Accounts Payable	ALCALA, FRANCISCO	$75.00
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$75.00	
97943	06/05/2014	Open	Accounts Payable	EDDY, SARAH	$600.00
	Paying Fund		Cash Account	Amount	
	110 - General Fund		110.11000 (Cash)	$600.00	
97944	06/05/2014	Open	Accounts Payable	ERICKSON, JILL	$18.00
	Paying Fund		Cash Account	Amount	

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	203 - Animal Fee Forfeiture	203.11000 (Cash)			$18.00	
97945	06/05/2014 Open		Accounts Payable	FULTZ, RICH		$600.00
	Paying Fund	Cash Account			Amount	
	502 - Engineering	502.11000 (Cash)			$600.00	
97946	06/05/2014 Open		Accounts Payable	GARCIA, RAY		$178.00
	Paying Fund	Cash Account			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$178.00	
97947	06/05/2014 Open		Accounts Payable	MC CLELLAN, JUDY		$20.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$20.00	
97948	06/05/2014 Open		Accounts Payable	PACHECO, MIGUEL		$600.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$600.00	
97949	06/05/2014 Open		Accounts Payable	ROMERO, KIMBERLY		$18.00
	Paying Fund	Cash Account			Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$18.00	
97950	06/05/2014 Open		Accounts Payable	TAYLOR, RICHARD , SCOTT		$178.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$178.00	
97951	06/05/2014 Open		Accounts Payable	THE CONSULTING TEAM, LLC		$5,500.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$5,500.00	
97952	06/05/2014 Open		Accounts Payable	TIDWELL, KEVIN		$100.00
	Paying Fund	Cash Account			Amount	
	265 - Fire Department Grants	265.11000 (Cash)			$100.00	
97953	06/05/2014 Open		Accounts Payable	TONARELLI, STACEY		$500.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$500.00	
97954	06/05/2014 Open		Accounts Payable	ZAVALZA, GERMAN		$18.00
	Paying Fund	Cash Account			Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$18.00	
97955	06/05/2014 Open		Accounts Payable	AFLAC		$5,316.05
	Paying Fund	Cash Account			Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)			$5,316.05	
97956	06/05/2014 Open		Accounts Payable	AFLAC GROUP INSURANCE		$2,979.70
	Paying Fund	Cash Account			Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)			$2,979.70	

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97957	06/05/2014	Open	Accounts Payable	COMBINED BENEFITS ADMIN-	$4,502.77
	Paying Fund	Cash Account		Amount	
	511 - Health Care	511.11000 (Cash)		$4,502.77	
97958	06/05/2014	Open	Accounts Payable	COMBINED BENEFITS ADMIN/	$1,508.90
	Paying Fund	Cash Account		Amount	
	511 - Health Care	511.11000 (Cash)		$1,508.90	
97959	06/05/2014	Open	Accounts Payable	FARIA, JAMIE	$242.00
	Paying Fund	Cash Account		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$242.00	
97960	06/05/2014	Open	Accounts Payable	ING LIFE INSURANCE AND	$26.00
	Paying Fund	Cash Account		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$26.00	
97961	06/05/2014	Open	Accounts Payable	STANISLAUS CTY SHERIFF	$1,077.17
	Paying Fund	Cash Account		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$1,077.17	
97962	06/05/2014	Open	Accounts Payable	SUPPORT PAYMENT CLEARING	$439.13
	Paying Fund	Cash Account		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$439.13	
97963	06/05/2014	Open	Accounts Payable	WAVE SYSTEMS CORP	$1,020.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$911.20	
	501 - Information Technology	501.11000 (Cash)		$27.20	
	502 - Engineering	502.11000 (Cash)		$81.60	
Type Check Totals:			85 Transactions		$671,613.27

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	$671,613.27	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	85	$671,613.27	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	$671,613.27	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00

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	Stopped	0	$0.00	$0.00
	Total	85	$671,613.27	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	$671,613.27	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	85	$671,613.27	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	$671,613.27	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	85	$671,613.27	$0.00

DRAFT 5B

JUNE 10, 2014
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Regular Meeting
Turlock City Council

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1. A. **CALL TO ORDER** –Mayor Lazar called the meeting to order at 6:05 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Steven Nascimento, Forrest White, and Mayor John S. Lazar.
ABSENT: None

B. **SALUTE TO THE FLAG**

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

A. Mayor Lazar presented a Proclamation to Pitman High School student Brett Nichols in recognition of his Internet success as a result of winning his high school talent show with his rendition of the Michael Jackson "Billy Jean" dance video.

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

B. **STAFF UPDATES**

1. Development Services Director Mike Pitcock provided an update on capital projects and building activity, including building permits and inspections for the months of April and May, Monte Vista Avenue Rehabilitation project completion, Columbia Park Restroom project completion, Fulkerth Road and West Main Street project, Dianne Drive Alignment project, Public Safety Facility project close-out phase, Monte Vista Avenue & Colorado Avenue Demolition project, and the Dog Park project at Swanson-Centennial Park.

2. Fire Chief Tim Lohman presented the Fire Department's 2013 Annual Report highlighting the department's ISO rating, staffing levels, response times and trends.

3. *Police Chief Robert Jackson's 1st Quarter Crime Statistics was removed from the agenda to be brought back at a future meeting.*

4. City Attorney Phaedra Norton provided information on current candidates for the upcoming November election and that candidate campaign statements are now available on the City Clerk's website.

C. **PUBLIC PARTICIPATION:**

Ken DeMartini spoke regarding the continuing noise nuisance on Mitchell Avenue.

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

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

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

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

5. CONSENT CALENDAR:
Mayor Lazar requested that Consent Calendar Item 5D be removed for separate consideration.

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

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

A. **Resolution No. 2014-087** Accepting Demands of 5/15/14 in the amount of $1,101,139.42; Demands of 5/22/14 in the amount of $1,770,055.37

B. *Motion*: Accepting Minutes of Regular Meeting of May 27, 2014

C. *Motion*: Accepting improvements for City Project No. 13-60, "Pedestrian Gate at Turlock Regional Transit Center," and authorizing the City Engineer to file a Notice of Completion

D. *Removed for separate consideration.*

E. 1. *Motion*: Accepting notification of Contract Change Order No. 5 (Final) in the decreased amount of ($5,645) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 7 – Framing, Drywall, and Plaster, bringing the contract total to $881,480

2. *Motion*: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 7 – Framing, Drywall, and Plaster, and authorizing the City Engineer to file a Notice of Completion

F. 1. *Motion*: Accepting notification of Contract Change Order No. 6 (Final) in the decreased amount of ($15,375) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 14 – Building and Site Plumbing, bringing the contract total to $881,480

2. *Motion*: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 14 – Building and Site Plumbing, and authorizing the City Engineer to file a Notice of Completion

G. **Resolution No. 2014-088** Considering intention to levy and collect assessments for Fiscal Year 2014/15 Assessment Districts in the City of Turlock

H. **Resolution No. 2014-089** Accepting a donation from Mrs. Norton in the amount of $3,551.63 to be deposited into account 269-60-614-380.37200_000 "Parks Donations-General" and appropriating said funds to account number 269-60-614-380.47124 "Parks Donation Expenses" for signage at the Quaile Rand Norton Park

I. **Resolution No. 2014-090** Authorizing the City Manager to provide a letter in opposition to AB 2188 (Muratsuchi), which would create a separate permitting and inspection process specifically for residental solar installation of less than 10 kilowatts

J. **Resolution No. 2014-091** Extending the City of Turlock's Military Leave Policy per Resolution No. 2008-139 for employees involuntarily called to active duty as a result of the nation's war on terrorism

K. 1. **Resolution No. 2014-092** Calling for the holding of a General Municipal Election to be held on Tuesday, November 4, 2014, for the election of certain officers as required by the provisions of the laws of the State of California relating to general law cities

2. **Resolution No. 2014-093** Requesting the Board of Supervisors of the County of Stanislaus to consolidate a General Municipal Election to be held on Tuesday, November 4, 2014, with the Statewide General Election to be held on the date pursuant to §10403 of the Elections Code

3. **Resolution No. 2014-094** Adopting regulations for candidates for elective office pertaining to candidate's statements submitted to the voters at a General Municipal Election to be held on Tuesday, November 4, 2014

4. **Resolution No. 2014-095** Setting the deposit fee which will be required of candidates who elect to have a Candidate's Statement of Qualifications printed in the ballot pamphlet for the City of Turlock General Municipal Election to be held on November 4, 2014

L. *Motion*: Rejecting Claim for Damages filed by Aprim Khodi dba Khodi Trucking

Item 5D Municipal Services Director Michael Cooke presented the staff report on City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion – Phase 1," itemizing decreased expenses and requesting approval on the Change Order No. 2.

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

Council discussion included funding and credits of the project, original funding source, and the project timeline.

Action: Motion by Councilmember DeHart, seconded by Councilmember White, Approving Contract Change Order No. 2 in the decreased amount of ($249,011.72) (Fund 415) for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion - Phase 1," bringing the contract total to $23,165,463.28. Motion carried 5/0 by the following vote:

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

6. FINAL READINGS:

A. **Ordinance No. 1196-CS**, Amending Turlock Municipal Code Title 8, Chapter 1, Section 1, Article 1 and Chapters 2, 5 and 6, regarding Building Regulations as introduced on May 27, 2014 was passed and adopted 5/0 by the following vote:

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

Resolution No. 2014-096 Adopting legislative findings supporting amendments and changes to the California State Building Standards Code as contained in the Turlock Municipal Code, Title 8, Chapters 1, 2, 5 and 6 was introduced by Councilmember White, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

B. **Ordinance No. 1197-CS**, Amending Turlock Municipal Code Title 2, Chapter 1, to establish electoral districts for election of members of the Turlock City Council by districts and election of the Mayor of Turlock at-large, subject to approval by a vote of the people as introduced on May 27, 2014 was passed and adopted 5/0 by the following vote:

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

Resolution No. 2014-097 Calling for and giving notice of the holding of a general municipal election to be held in the City of Turlock on Tuesday, November 4, 2014, for the purposes of submitting to the qualified voters a ballot measure establishing electoral districts for election of members of the Turlock City Council by districts and election of the Mayor of Turlock at-large as required by the provisions of the laws of the State of California relating to general law cities, requesting consolidation thereof with the statewide election to be held on the same date, and requesting the Stanislaus County Board of Supervisors to permit the Stanislaus County Clerk to render specific services to the City of Turlock relating to the conduct of the general municipal election was introduced by Councilmember DeHart, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

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

C. **Ordinance No. 1198-CS**, Amending the Turlock Municipal Code to Add Title 3, Chapter 11, Entitled "Local Road Transactions and Use Tax for Pothole Repair and Existing City Street Improvement and Maintenance" to be administered by the State Board of Equalization and authorizing the incurrence by the City of Turlock of indebtedness payable solely from such tax, subject to approval by a vote of the people as introduced on May 27, 2014 was passed and adopted 4/1 by the following vote:

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

Resolution No. 2014-098 Calling for and giving notice of the holding of a general municipal election to be held in the City of Turlock on Tuesday, November 4, 2014, for the purposes of submitting to the qualified voters a ballot measure establishing a one-half of one percent "Local Road Transactions and Use Tax for Pothole Repair and Existing City Street Improvement and Maintenance," requesting consolidation thereof with the statewide election to be held on the same date, and requesting the Stanislaus County Board of Supervisors to permit the Stanislaus County Clerk to render specific services to the City of Turlock relating to the conduct of the general municipal election was introduced by Councilmember White, seconded by Councilmember DeHart, and carried 4/1 by the following vote:

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

7. PUBLIC HEARINGS

A. City Manager Roy Wasden presented the staff report on the request to supersede and replace Council Resolution No. 2013-109 and adopt updated cost recovery percentages and the schedule of fees and charges for City services. Development Services Director Mike Pitcock provided information regarding the Temporary Use of Land Permit (TULP) fees charged by the Planning Division.

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

Action: **Resolution No. 2014-099** Superseding and replacing Council Resolution No. 2013-109 and adopting updated cost recovery percentages and the schedule of fees and charges for City services, to include City recreational services, pursuant to Turlock Municipal Code Section 3-3-301 et seq. was introduced by Councilmember White, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

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B. Sr. Accountant Marie Lorenzi and Chief Building Official Eric Picciano presented the staff report on the request to confirm the City Council's intent to maintain a separate fund to account for the revenues and expenditures for the City's Building and Safety Department; Discontinuing the 25% reduction in Building User Fees; and Appropriating General Fund monies to subsidize the 25% fee reduction for Fiscal Year 2013-14 and request to supersede and replace Council Resolution No. 2013-099 and adopt an updated Building Department Fee Structure for permits, inspections or other fees required per Title 8, Building Regulations, of the Turlock Municipal Code as set forth in the "Cost Recovery Fee Table."

Mayor Lazar opened the public hearing.

Building Industry Association Executive Officer John Beckman spoke against the request to eliminate the 25% building fee reduction for reasons including hindering economic stimulus and housing growth.

Mayor Lazar closed the public hearing.

Council discussion included the increase of home prices in relation to building fees, tiered building rates or deposit based fees for custom homes vs. production homes, and the impact to the General Fund for a subsidy if the elimination of the fee reduction is postponed.

Action: **Resolution No. 2014-100** Confirming the City Council's intent to maintain a separate fund to account for the revenues and expenditures for the City's Building and Safety Department; Discontinuing the 25% reduction in Building User Fees; and Appropriating General Fund monies to subsidize the 25% fee reduction for Fiscal Year 2013-14 was introduced by Councilmember White, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

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

Resolution No. 2014-101 Superseding and Replacing Council Resolution No. 2013-099 and Adopting an Updated Building Department Fee Structure for permits, inspections or other fees required per Title 8, Building Regulations, of the Turlock Municipal Code as set forth in the attached "Cost Recovery Fee Table" was introduced by Councilmember White, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

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

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8. SCHEDULED MATTERS:

A. Development Services Director Mike Pitcock presented the staff report on the request to award bid and approve an agreement in the amount of $218,540 (Fund 426-40-415.51260) with Pires, Lipomi + Navarro Architects, Modesto, California, for City Project No. 12-60B, "Turlock Regional Transit Center Phase 2 Design and Master Plan."

Council discussion included funding requirements of the FTA, LTF and Proposition 1B. Councilmember DeHart spoke on behalf of a disabled citizen regarding the location of the Transit Hub being better situated near Crane Park.

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

Action: Motion by Councilmember Nascimento, seconded by Councilmember White, Awarding bid and approving an agreement in the amount of $218,540 (Fund 426-40-415.51260) with Pires, Lipomi + Navarro Architects, Modesto, California, for City Project No. 12-60B, "Turlock Regional Transit Center Phase 2 Design and Master Plan." Motion carried 5/0 by the following vote:

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

B. Development Services Director Mike Pitcock presented the staff report on the request to approve a retainer agreement in an amount not to exceed $100,000 (Fund 405) with Bureau Veritas North America, Inc., approve a retainer agreement in an amount not to exceed $50,000 (Fund 405) with Interwest Consulting Group, and approve a retainer agreement in an amount not to exceed $50,000 (Fund 405) with 4Leaf, Inc., for plan check services related to various building permit applications throughout the City of Turlock for Fiscal Years 2014-16.

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

Action: Motion by Councilmember Nascimento, seconded by Councilmember DeHart, Approving a retainer agreement for Fiscal Years 2014-2016 in an amount not to exceed $100,000 (Fund 405) with Bureau Veritas North America, Inc., for plan check services related to various building permit applications throughout the City of Turlock. Motion carried 5/0 by the following vote:

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

Motion by Councilmember Nascimento, seconded by Councilmember DeHart, Approving a retainer agreement for Fiscal Years 2014-2016 in an amount not to exceed $50,000 (Fund 405) with Interwest Consulting Group for plan check services related to various building permit applications throughout the City of Turlock. Motion carried 5/0 by the following vote:

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

Motion by Councilmember Nascimento, seconded by Councilmember DeHart, Approving a retainer agreement for Fiscal Years 2014-2016 in an amount not to exceed $50,000 (Fund 405) with 4Leaf, Inc., for plan check services related to various building permit applications throughout the City of Turlock. Motion carried 5/0 by the following vote:

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

C. Municipal Services Director Michael Cooke presented the staff report on the request to approve a Cost Sharing Agreement with the City of Modesto and Del Puerto Water District for expenses associated with the Phase III Feasibility Study for the North Valley Regional Recycled Water Project in an amount not to exceed $666,810, from Fund 410-51-530.43340 "North Valley Regional Recycled Water Project."

Mayor Lazar asked for public comment.

Brad Hawn spoke in favor of approving the cost sharing agreement with the City of Modesto and Del Puerto Water District for the Phase III Feasibility Study for reasons including continued advancement of the project, economic benefits to the farming industry, effective cost sharing, the State's allocation of funds for this project, and positive attention received from the White House, Congress and the State of California.

Anthea Hansen, Water Conservation Coordinator of Del Puerto Water District, spoke in favor of the cost sharing agreement for reasons including the benefits of continuing the efforts of the project, the positive partnerships and dialogue that have been established, the importance of wastewater management and availability of recycled water for agriculture and the west side farming communities.

Dan Madden spoke in favor of the cost sharing agreement for reasons including advancement of the project and the long-term benefits for local and surrounding communities. Mr. Madden commended the Council for having the foresight to encourage these types of projects that benefit Turlock and surrounding cities.

Mayor Lazar closed public comment.

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Council discussion included the potential for alternatives to Phase III and pipeline construction. Council noted the positive feedback received as a result of previous meetings in Washington, D.C.

Action: **Resolution No. 2014-102** Approving a Cost Sharing Agreement with the City of Modesto and Del Puerto Water District for expenses associated with the Phase III Feasibility Study for the North Valley Regional Recycled Water Project in an amount not to exceed $666,810, from Fund 410-51-530.43340 "North Valley Regional Recycled Water Project" was introduced by Councilmember White, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

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

D. City Manager Roy Wasden presented the staff report on the request to adopt the City of Turlock General and Non-General Fund Budgets covering Fiscal Year 2014-15 and projected budgets for Fiscal Year 2015-16; appropriating funding in the amount of $192,176 for Economic Development activity (Fund 121); and adopting placement and alignment of personnel.

Council discussion included concerns over adding new positions in light the upcoming November sales tax measure, the realignment of IT to Police services, and deficit spending.

Additional Council discussion included capital equipment replacement requirements and needs, discontinuing the Business Incentive Program, the request to act conservatively when considering the addition of new positions, and revisiting the proposed Fiscal Year 2015/16 budget during the mid-year budget amendment.

Mr. Wasden reviewed the need for succession planning in the areas of payroll/finance and the City Clerk's office, as well as consideration in other positions nearing retirement. He noted the Auditor's caution on segregation of duties, resulting in the recommendation of the additional FTEs to the budget.

Mayor Lazar asked for public comment.

Tracy Sunde spoke in favor of Council and staff budget preparation and progress over the last five years.

Mayor Lazar closed public comment.

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Action: **Resolution No. 2014-103** Adopting the City of Turlock General Fund Budget covering Fiscal Year 2014-15 and a projected budget for Fiscal Year 2015-16 was introduced by Councilmember White, seconded by Councilmember Nascimento, and carried 4/1 by the following vote:

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

Resolution No. 2014-104 Adopting the City of Turlock Non-General Fund Budget covering Fiscal Year 2014-15 and a projected budget for Fiscal Year 2015-16 was introduced by Councilmember DeHart, seconded by Councilmember White, and carried 5/0 by the following vote:

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

Resolution No. 2014-105 Appropriating $192,176 to 121-10-122.48001_216 "Transfers Out-Fund 121 Economic Development" from Fund 121 "Tourism-City Share" reserve balance and adding $192,176 to 121-10-123.38001_216 "Transfers In For Economic Development" in Fiscal Year 2013-14 to cover Economic Development activity in Fund 121 was introduced by Councilmember DeHart, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

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

Motion by Councilmember Bublak, seconded by Councilmember Nascimento, Adopting the placement and alignment of personnel as proposed by staff. Motion carried 4/1 by the following vote:

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

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

Councilmember Nascimento requested the creation of a legislative procedure policy to enable a timely response on letters of support or opposition requests by the League of California Cities.

Councilmember Bublak requested recognition of the CSUS Men's Golf team on their successful season.

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10. COUNCIL COMMENTS:

Mayor Lazar noted his recent lunch with Texas Governor Rick Perry as he was passing through Turlock.

Adjourn to the Successor Agency to the Turlock Redevelopment Agency.

Reconvene Turlock City Council Meeting.

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Item.

A. ***Conference with Legal Counsel – Anticipated Litigation*, Cal. Gov't Code §54956.9(d)(4)**
"For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation."
Potential Cases: (1 case)

Action: No action taken.

12. ADJOURNMENT:

Motion by Councilmember Nascimento, seconded by Councilmember White, to adjourn at 8:25 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____
Stacey Tonarelli
Deputy City Clerk

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5C

Council Synopsis

June 24, 2014

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 12-49, "Walnut Rd. Median Improvements," is exempt from the provisions of CEQA in accordance with Section 15301, "Existing Facilities"

Motion: Awarding bid and approving an agreement in the amount of $290,093 with F. Loduca Company of Stockton, California, for City Project No. 12-49, "Walnut Rd. Median Improvements"

Resolution: Appropriating $18,912 to account number 215-40-420.51210 "Federal Street Projects" via a transfer from Fund 305 "Capital Facility Fees (Roadways)" reserve for City Project No. 12-49, "N. Walnut Rd. Median Improvements"

2. DISCUSSION OF ISSUE:

On June 5, 2014, Staff received five bids for City Project No. 12-49, "Walnut Rd. Median Improvements." F. Loduca Company of Stockton, California, was the lowest responsible bidder with a bid in the amount of $290,093.

Bid Summary:

COMPANY NAME	BID AMOUNT
F. Loduca Company	$290,093.00
MCI Engineering	$319,980.10
Taylor Backhoe	$326,843.00
George Reed, Inc.	$339,650.00
Knife River Construction	$394,432.00

This project utilizes state funds from the Safe Routes to Schools program and matching funding from the Capital Facility Fees (CFF) program. This project will install a landscaped median island on N. Walnut Road. from Christoffersen Parkway to just south of Winter Haven Drive. The median will contain a four foot high wrought iron fence that should deter Turlock Jr. High School students from

crossing N. Walnut Road at random locations; forcing them to use the marked crosswalk at Christoffersen and Walnut.

This project complies with the State Water Efficient Landscape Ordinance and the standard specifications and plans. Staff anticipates a majority of the construction to be completed before school resumes in mid-August.

3. BASIS FOR RECOMMENDATION:

A. Per the Public Contract Code, the City Council must authorize an award of bid to the lowest responsible bidder.

B. This funding for this project is comprised of a majority of state funding ($319,300) and these funds must be used for this project or the City will forfeit all of these funds.

Strategic Plan Initiative: D) MUNICIPAL INFRASTRUCTURE

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
$368,212.00	$290,093	$29,009.30	$29,009.30	$20,100.40

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

- Fund 215 - Safe Route to School grant $319,300
- Fund 305 – Capital Facility Fees (Transportation) - $48,912

The FY 14/15 budget already reflects a transfer of $30,000 from Fund 305 for this project. Therefore, an additional appropriation from the same fund in the amount of $18,912 is necessary to meet the difference between the budgeted project amount and the estimated total project costs.

No General Fund monies will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

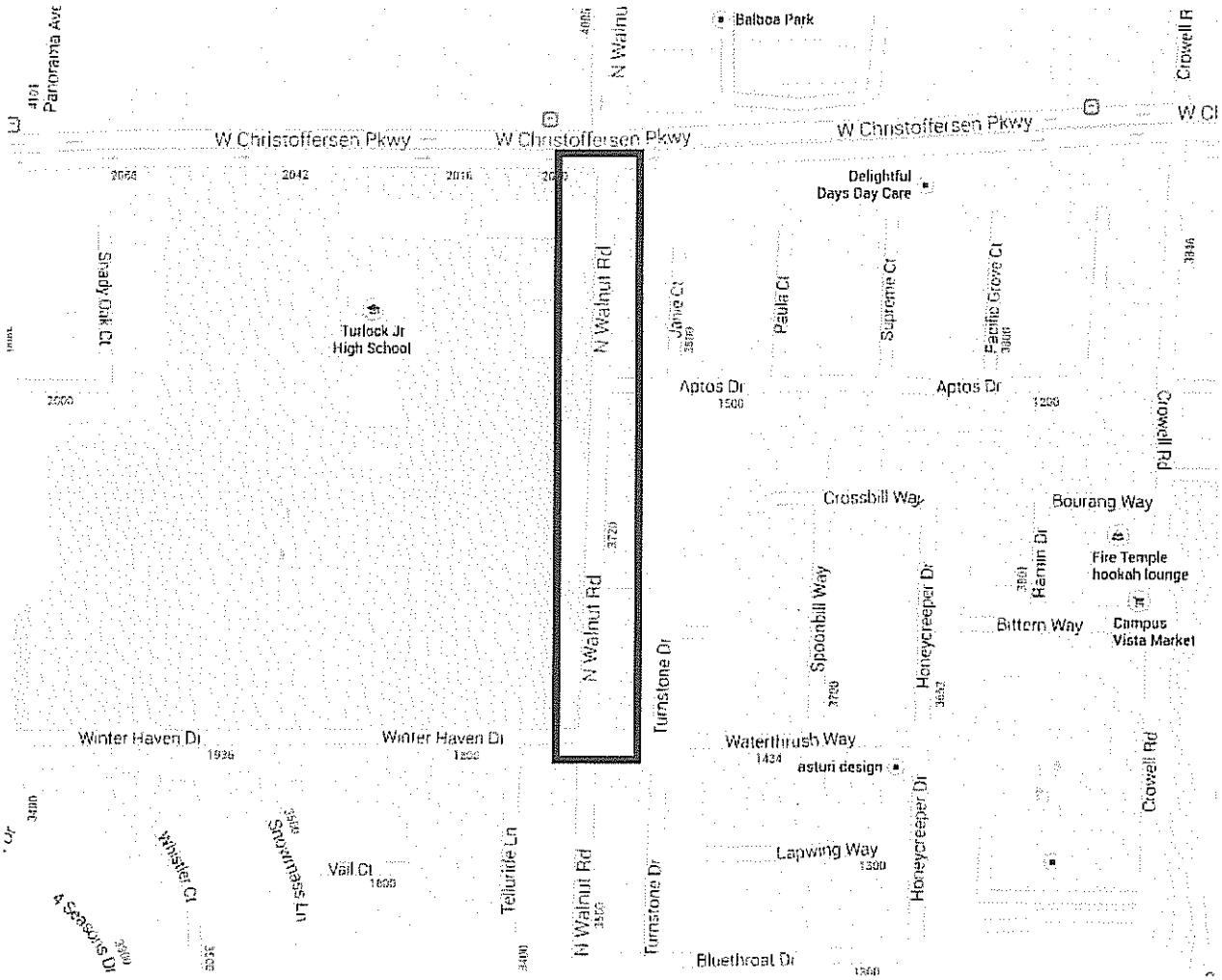
This project consists of adding a landscaped median to an existing roadway that does not involve expansion of use beyond that which currently exists. In accordance with Section 15301 of the California Environmental Quality Act (CEQA), this project has been determined to not have an effect on the environment and is categorical exempt from the provisions in CEQA.

7. ALTERNATIVES:

A). Not make a determination in regards to CEQA. Staff does not recommend this alternative as a CEQA determination needs to be made in order move forward with the project.

B). Reject all bids submitted for this project. Staff does not recommend this alternative because the work needs to be completed and the funding is available specifically for this project.

Map of Project Location
City Project No. 12-49, "N. Walnut Rd. Median Improvements"



CITY OF TURLOCK
BIDDER'S SUMMARY

PROJECT TITLE: North Walnut Road Median Improvements
PROJECT NUMBER: 12-49
BID OPENING: June 5, 2014

ANTICIPATED COUNCIL AWARD DATE: June 24, 2014

						1		2		3		4		5	
				ENGINEER'S EST.		F. Loduca Company		MCI Engineering		Taylor Backhoe		George Reed		Knife River	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	$10,000.00	$10,000.00	$12,300.00	$12,300.00	$7,500.00	$7,500.00	$4,760.00	$4,760.00	$16,000.00	$16,000.00	$19,000.00	$19,000.00
2	Demolition and Remove Improvements	LS	1	$6,500.00	$6,500.00	$18,000.00	$18,000.00	$14,000.00	$14,000.00	$20,417.60	$20,417.60	$16,500.00	$16,500.00	$35,150.00	$35,150.00
3	Storm Drain BMP's	LS	1	$750.00	$750.00	$1,500.00	$1,500.00	$2,500.00	$2,500.00	$1,915.20	$1,915.20	$800.00	$800.00	$1,100.00	$1,100.00
4	Construction Project Sign	EA	2	$750.00	$1,500.00	$500.00	$1,000.00	$1,500.00	$3,000.00	$1,400.00	$2,800.00	$550.00	$1,100.00	$1,100.00	$2,200.00
5	Remove Pavement Markings and Striping	LS	1	$250.00	$250.00	$4,708.00	$4,708.00	$2,700.00	$2,700.00	$2,969.10	$2,969.10	$2,700.00	$2,700.00	$2,700.00	$2,700.00
6	Earthwork	LS	1	$6,500.00	$6,500.00	$7,500.00	$7,500.00	$25,000.00	$25,000.00	$14,140.00	$14,140.00	$16,850.00	$16,850.00	$55,600.00	$55,600.00
7	Minor Concrete (Vertical Curb)	LF	2,840	$35.00	$99,400.00	$17.00	$48,280.00	$10.00	$28,400.00	$22.50	$63,900.00	$19.50	$55,380.00	$15.50	$44,020.00
8	Minor Concrete (Sidewalk)	SF	18	$35.00	$630.00	$20.00	$360.00	$80.00	$1,440.00	$38.58	$694.44	$9.50	$171.00	$125.00	$2,250.00
9	Minor Concrete (Median Flatwork)	LS	1	$2,500.00	$2,500.00	$1,500.00	$1,500.00	$7,000.00	$7,000.00	$5,577.60	$5,577.60	$2,700.00	$2,700.00	$2,250.00	$2,250.00
10	Install Monument Well	EA	1	$300.00	$300.00	$500.00	$500.00	$800.00	$800.00	$1,999.20	$1,999.20	$775.00	$775.00	$375.00	$375.00
11	Install Eccentric Cone, Frame and Lid	LS	1	$1,750.00	$1,750.00	$4,000.00	$4,000.00	$7,600.00	$7,600.00	$2,906.40	$2,906.40	$2,800.00	$2,800.00	$4,650.00	$4,650.00
12	Install Wrought Iron Fence	LF	1,375	$60.00	$82,500.00	$41.78	$57,447.50	$54.00	$74,250.00	$57.17	$78,608.75	$44.00	$60,500.00	$52.00	$71,500.00
13	Install Fire Hydrant and Water Line	LS	1	$3,200.00	$3,200.00	$7,500.00	$7,500.00	$14,000.00	$14,000.00	$7,324.80	$7,324.80	$9,000.00	$9,000.00	$8,700.00	$8,700.00
14	Import and Place Medain Topsoil	LS	1	$11,500.00	$11,500.00	$20,000.00	$20,000.00	$12,000.00	$12,000.00	$9,520.00	$9,520.00	$14,580.00	$14,580.00	$12,500.00	$12,500.00
15	Landscaping Improvements	LS	1	$31,250.00	$31,250.00	$40,000.00	$40,000.00	$45,500.00	$45,500.00	$28,784.00	$28,784.00	$42,650.00	$42,650.00	$69,000.00	$69,000.00
16	Irrigation System	LS	1	$45,000.00	$45,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$53,760.00	$53,760.00	$61,500.00	$61,500.00	$48,000.00	$48,000.00
17	Install R81 Sign	EA	4	$100.00	$400.00	$210.00	$840.00	$250.00	$1,000.00	$308.00	$1,232.00	$255.00	$1,020.00	$260.00	$1,040.00
18	Install R4-7 Sign with Type K Marker	EA	2	$100.00	$200.00	$250.00	$500.00	$275.00	$550.00	$364.00	$728.00	$280.00	$560.00	$280.00	$560.00
19	Install R6-1 Sign	EA	3	$100.00	$300.00	$210.00	$630.00	$250.00	$750.00	$317.33	$951.99	$255.00	$765.00	$260.00	$780.00
20	Detail 10	LF	3,006	$1.25	$3,757.50	$0.45	$1,352.70	$0.65	$1,953.90	$0.77	$2,314.62	$0.66	$1,983.96	$0.65	$1,953.90
21	Detail 26	LF	2,818	$0.80	$2,254.40	$0.10	$281.80	$0.40	$1,127.20	$0.49	$1,380.82	$0.41	$1,155.38	$0.45	$1,268.10
22	Detail 39	LF	1,980	$1.25	$2,475.00	$1.10	$2,178.00	$0.75	$1,485.00	$0.90	$1,782.00	$0.76	$1,504.80	$0.80	$1,584.00
23	Detail 39A	LF	800	$1.25	$1,000.00	$1.00	$800.00	$0.75	$600.00	$0.84	$672.00	$0.76	$608.00	$0.80	$640.00
24	Detail 38	LF	194	$1.25	$242.50	$2.00	$388.00	$1.00	$194.00	$1.12	$217.28	$1.02	$197.88	$1.05	$203.70
25	Detail 30	LF	16	$1.00	$16.00	$2.00	$32.00	$5.00	$80.00	$5.60	$89.60	$5.09	$81.44	$5.30	$84.80
26	12" White Thermoplastic	SF	11	$5.00	$55.00	$5.00	$55.00	$2.00	$22.00	$2.24	$24.64	$2.04	$22.44	$2.10	$23.10
27	Traffic Signal Delector System.	LS	1	$2,500.00	$2,500.00	$4,850.00	$4,850.00	$5,000.00	$5,000.00	$5,940.00	$5,940.00	$5,000.00	$5,000.00	$5,100.00	$5,100.00
28	Thermoplastic Pavement Markings	SF	32	$5.00	$160.00	$10.00	$320.00	$4.00	$128.00	$4.48	$143.36	$4.07	$130.24	$4.20	$134.40
29	Paint Red Curb	LF	2,800	$1.25	$3,500.00	$0.90	$2,520.00	$0.50	$1,400.00	$0.56	$1,568.00	$0.51	$1,428.00	$0.55	$1,540.00
30	Temporary Traffic Control Plan	LS	1	$15,500.00	$15,500.00	$750.00	$750.00	$10,000.00	$10,000.00	$9,721.60	$9,721.60	$21,186.86	$21,186.86	$525.00	$525.00
Total =					$335,890.40		$290,093.00		$319,980.10		$326,843.00		$339,650.00		$394,432.00

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 12-49

North Walnut Road Median Improvements
SR2S-5165(072)

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

F. Loduca Co.
P.O. Box 690111
Stockton, CA 95269

hereinafter called "Contractor" on this 24th day of June, 2014 (hereinafter called the "Agreement").

RECITALS

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

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

C On June 9, 2014, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

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

IT IS AGREED AS FOLLOWS:

1. Scope Of Work:

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: demolition of existing roadway, installation of raised concrete median, irrigation, landscaping and thermoplastic striping and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

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

2. **The Contract:**

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

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

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

3. **Schedule:**

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

4. **Equipment & Performance Of Work:**

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 12-49, "North Walnut Road Median Improvements SR2S-5165(072)."**

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 Thousand Ninety Three and NO/100ths Dollars ($290,093.00).** Said amount shall be paid in installments as hereinafter provided.

6. **Time For Performance:**

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Thirty Five (35)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

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

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

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

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

9. **Liquidated Damages:**

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Thousand One Hundred** and no/100ths Dollars **($2,100.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an

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

10. Performance By Sureties:

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

11. Disputes Pertaining To Payment For Work:

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

12. Permits, Compliance With Law:

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

13. Superintendence By Contractor:

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

14. Inspection By City:

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

15. Extra And/Or Additional Work And Changes:

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

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

16. Change Of Contract Price:

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

(a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities", of the Caltrans Standard Specifications; or

(b) If the work performed is not included on the engineers estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or

(c) If the change order is not determined as described in either 1.24.A.1 or 1.24.A.2, the change order will be determined on the basis of Force Account in accordance with the provisions in Section 9-1.03, "Force Account Payment", of the Caltrans Standard Specifications, plus a contractor's fee for overhead and profit as determined by 1.24.B.

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

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

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

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

17. Change Of Contract Time:

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

(a) Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and Engineer; or

(b) Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:

a. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within 15 days from the beginning of that delay; or

b. where the delay is caused by actions beyond the control of Contractor; or

c. where the delay is caused by actions or failure to act by Engineer.

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

18. Inspection And Testing Of Materials:

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

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

19. Permits And Care Of The Work:

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

20. Other Contracts:

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

21. Payments To Contractor:

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

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

22. Contract Security:

Concurrently with the execution hereof, Contractor shall furnish on the forms provided (1) a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of this contract; and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Sureties on each of said bonds thereof shall be satisfactory to the City.

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

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

24. Contractor's Insurance:

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 and CG 20 37 or their equivalent), to be approved by the City of Turlock.

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

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

(4) Surety bonds as described below.

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

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

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

(3) Workers' Compensation: As statutorily required by the State of California.

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

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

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

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (CG 20 10 for ongoing operations and CG 20 37 for products/completed operations, or their equivalent), or as a separate owner's policy that is at least as broad as the ISO Form CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor.

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

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

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

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

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

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

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

(i) Surety Bonds: Contractor shall provide a Performance Bond and a Payment Bond.

25. Proof Of Carriage Of Insurance:

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

26. Wages & Hours Of Employment:

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

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

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

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

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

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

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

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

If this agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the agreement may have been suspended, as herein above provided, City Council may further suspend this agreement, or either party hereto may, without incurring any liability, elect to declare this agreement terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof

within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed, or

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

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

28. Provisions Cumulative:

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

29. Taxes:

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

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

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

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

30. Notices:

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

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

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

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

_____
_____
_____

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

_____
_____
_____
_____

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

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

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

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 19 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

(Attach Contractor's Seal Here)

CONTRACTOR

_____

_____

Print Name

Address: _____

_____

_____

Phone: _____

Date: _____

Federal Tax ID or
Social Security Number: _____

CITY OF TURLOCK, a municipal corporation

_____

Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

_____

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

APPROVED AS TO FORM:

_____

Phaedra A. Norton, City Attorney

ATTEST:

_____

Kellie E. Weaver, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 12-49, "North Walnut Road Median Improvements SR2S-5165(072),"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

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Dated this _____day of _____, 20__.

_____

(Principal)

By: X_____

By: X_____

_____

(Surety)

By: X_____

By: X_____

Address:_____

_____

(Zip)

Phone:_____

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

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 12-49, "North Walnut Road Median Improvements SR2S-5165(072),"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said contract or in said plans and specifications agreed to between the Principal and

the City, and no forbearance on the part of the City, shall operate to release the Surety from liability on this bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated this _____ day of _____, 20__.

_____
(Principal)

By: X_____

By: X_____

_____
(Surety)

By: X_____

By: X_____

Address:_____

_____
(Zip)
Phone:_____

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

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $18,912 TO ACCOUNT NUMBER 215-40-420.51210 "FEDERAL STREET PROJECTS" VIA A TRANSFER FROM FUND 305 "CAPITAL FACILITY FEES (ROADWAYS)" RESERVE FOR CITY PROJECT NO. 12-49 "N. WALNUT RD. MEDIAN IMPROVEMENTS"	}	**RESOLUTION NO. 2014-**

WHEREAS, the City secured state grant funds under the Safe Routes to School Program for the installation of a landscaped median island along N. Walnut Rd. between Christoffersen Pkwy. and Winter Haven Dr.; and

WHEREAS, the City must provide a funding match and any cost overages in accordance with the grant program guidelines; and

WHEREAS, the City has previously budgeted $30,000 from Fund 305, "Capital Facility Fees (Roadways)" for this project in the FY 2014-15 budget; and

WHEREAS, an additional appropriation of $18,912 from the same fund is required to complete the necessary funding required for the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $18,912 to account number 215-40-420.51210 "Federal Street Projects" via a transfer from Fund 305 "Capital Facility Fees (Roadways)" reserves for City Project No. 12-49, "N. Walnut Rd. Median Improvements".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of June, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____

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

5D

Council Synopsis

June 24, 2014

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1 in the amount of $5,832.97 (Fund 305) for City Project No. 13-25B, "Public Safety Training Facility Utilities and Site Improvements," bringing the contract total to $113,051.77

2. DISCUSSION OF ISSUE:

On February 25, 2014, staff awarded a contract in the amount of $107,218.80 to Marko Construction Group, Inc. of Fresno, California for "Public Safety Training Facility Utilities and Site Improvements."

Change Order History	Amount	City Council Meeting
Original Contract	$107,218.80	February 25, 2014
Change Order No. 1	$5,832.97	June 24, 2014
Adjusted Contract Total	$113,051.77	

Change order No. 1 includes the following:

1) An additional Sewer lateral in the amount of $1,798.18 was required to provide service to a plumbing fixture that was not identified on the project plans.

2) The Contractor provided a credit in the amount of ($1,211.93) for plumbing materials including a 4" double check valve and the FDC.

3) During the installation of the underground utilities, a 25 pair copper communication line was discovered below the building footprint. The Contractor was directed to reroute this communication line through the new building to allow future use. The cost of this work is $3,367.13

4) The Contractor was directed to install the City furnished fire riser in the amount of $1,585.55. This item was removed from the building by City forces during the relocation portion of this project.

5) Contractor needed to remobilize to complete asphalt demolition work in the amount of 294.05 after being delayed when the 25 pair copper line was discovered.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

B) The changes were needed to complete all work in accordance with the project plans and City Standards.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in line item number 305-40-441.51270 and are available for contingencies such as this Contract Change Order No. 1. The original contract amount of $107,218.80 will be increased in the amount of $5,832.97, for an increase of 5.4%, bringing the total contract to $113,051.77.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

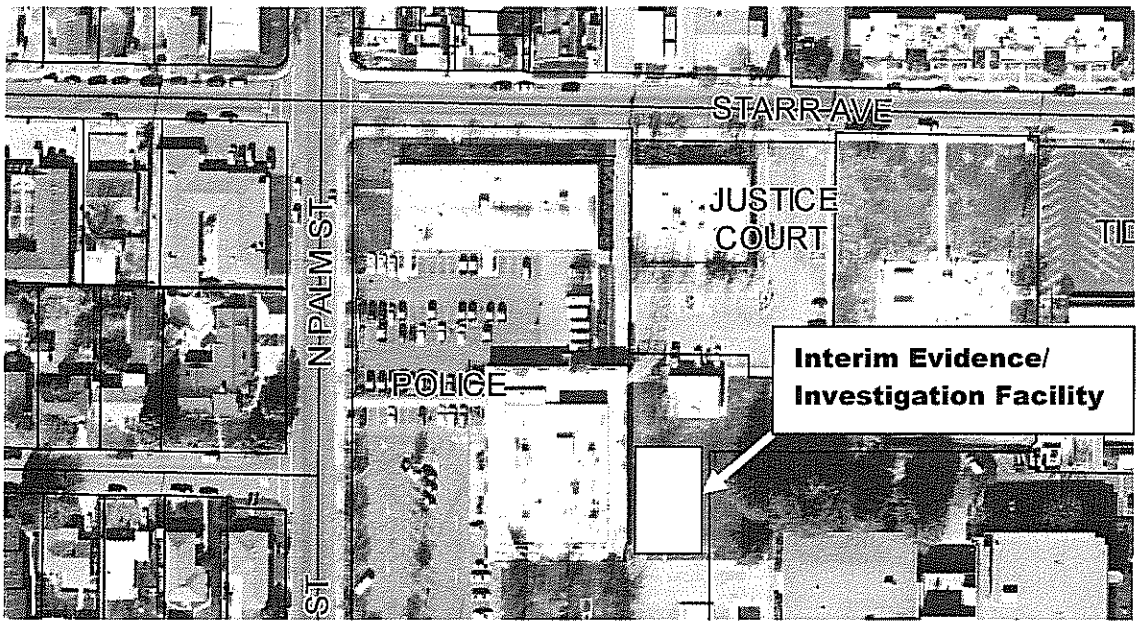
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Not approve Change Order No. 1. This option is not recommended by City Staff because the extra work specified was needed to comply with City standards, as well as the project plans and specifications.

PUBLIC SAFETY TRAINING FACILITY
(Not to scale)



The Interim Evidence/Investigation Facility will be relocated to the City Corporation Yard at 801 S. Walnut and utilized as the Public Safety Training Facility

CONTRACT CHANGE ORDER

Date issued: 24-Jun-14 **Change Order No.:** 1
Project Name: Public Safety Training Facility Utilities and Site Improvements

Marko Construction Group, Inc.
3675 Jensen Ave.
Fresno, CA 93725

Project No.: 13-25B
Contract For: $107,218.80
Contract Award Date: February 25, 2014

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

	ITEM	Unit:	Quantity:	Unit Price:	Total:
1	Additional Sewer Lateral	LS	1	$1,798.18	$1,798.18
2	Credit for City provided 4"douple chack valve and FDC	LS	1	($1,211.93)	($1,211.93)
3	Additional repair to existing Phone Cable	LS	1	$3,367.13	$3,367.13
4	Install City Provided Fire Riser	LS	1	$1,585.55	$1,585.55
5	Remobilization for asphalt demo	LS	1	$294.05	$294.05
			Total this CCO=		$5,832.97

The original contract sum =	**$107,218.80**
Net change by previous change orders =	**$0.00**
The contract sum will be (increased) by this Change Order =	**$5,832.97**
The new contract sum including this change order will be =	**$113,051.77**
The contract time will be increased by (0) working days.	

Accepted: _____ **Date:** _____
Contractor

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

Approved: _____ **Date:** _____
City Manager

5E

Council Synopsis

June 24, 2014

From: Michael G. Pitcock, PE
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: Accepting improvements for City Project No. 13-47, "Columbia Park Restrooms," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On December 10, 2013, staff awarded a contract in the amount of $203,820.33 to BC Construction of Ceres, California, for City Project No. 13-47, "Columbia Park Restrooms."

All work has been completed in accordance with the project specifications and staff brings forth a notice of completion for your approval.

3. BASIS FOR RECOMMENDATION:

A) City Municipal Code requires that the City Council authorize the City Engineer to file the Notice of Completion upon completion of the project.

B) The installation of the restroom facility is consistent with the City of Turlock Strategic Plan 2011-2013.

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

Goal(s): b Community Infrastructure
iv) Provide safe, well designed and attractively maintained park facilities for the citizens of Turlock to enjoy recreation activities and socialize

4. FISCAL IMPACT / BUDGET AMENDMENT:

No additional funds are needed for the 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 December 10, 2013. Therefore, no determination is needed.

7. ALTERNATIVES:

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

City Project No. 13-47
"Columbia Park Restrooms "

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. 13-47
COLUMBIA PARK RESTROOM & SIDEWALK

Notice is hereby given that work on the above-referenced project located on City property at 595 High Street, Turlock, California, was completed by the undersigned agency on June 24, 2014. The contractor of work was BC Construction, 2204 Fairview Drive, Ceres, California 95307, 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 June 25, 2014 at Turlock, California, Stanislaus County

Council Synopsis

5F

June 24, 2014

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 13-48, "Roadway Widening at 1338 and 1344 East Ave.," is exempt from the provisions of CEQA in accordance with Section 15301, "Existing Facilities"

Motion: Awarding bid and approving an agreement in the amount of $51,666 (Fund 217) with Hensley's Paving & General Engineering, Inc., of Hickman, California, for City Project No. 13-48, "Roadway Widening at 1338 and 1344 East Ave."

2. DISCUSSION OF ISSUE:

On May 27, 2014, Four (4) bids were received for City Project No. 13-48, "Roadway Widening at 1338 and 1344 East Ave." Hensley's Paving & General Engineering, Inc. of Hickman, California, was the lowest responsible bidder with a bid in the amount of $51,666.

Bid Summary:

COMPANY NAME	BID AMOUNT
Hensley's Paving & General Engineering, Inc.	$51,666.00
Alaniz Construction, Inc.	$55,487.02
MCI Engineering, Inc.	$56,516.00
Serna Construction, Inc.	$476,550.00

This project includes the reconstruction and widening of the eastbound lane infront of 1338 and 1344 East Avenue. The roadway width in this area is extremely narrow compared to adjacent areas. The proposed improvements make the roadway safer to navigate for all modes of trasportation and improving roadside safety.

3. BASIS FOR RECOMMENDATION:

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

B) The proposed improvements will repair and widen this road segment, making the roadway safer to navigate for all modes of trasportation and improving roadside safety.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): a. Identify avenues to address current deficiencies (general fund, grants, ballot initiatives, assessment districts, water and sewer enterprise funds as funded by user fees) in:

iv. Streets/Roadways

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
$67,232.60	$51,666.00	$5,166.60	$5,200	$5,200

Funding is available in line item number 217-50-511.51270, "Construction Project" for the proposed work. These funds are specifically for capital projects that repair or improve the roadway.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

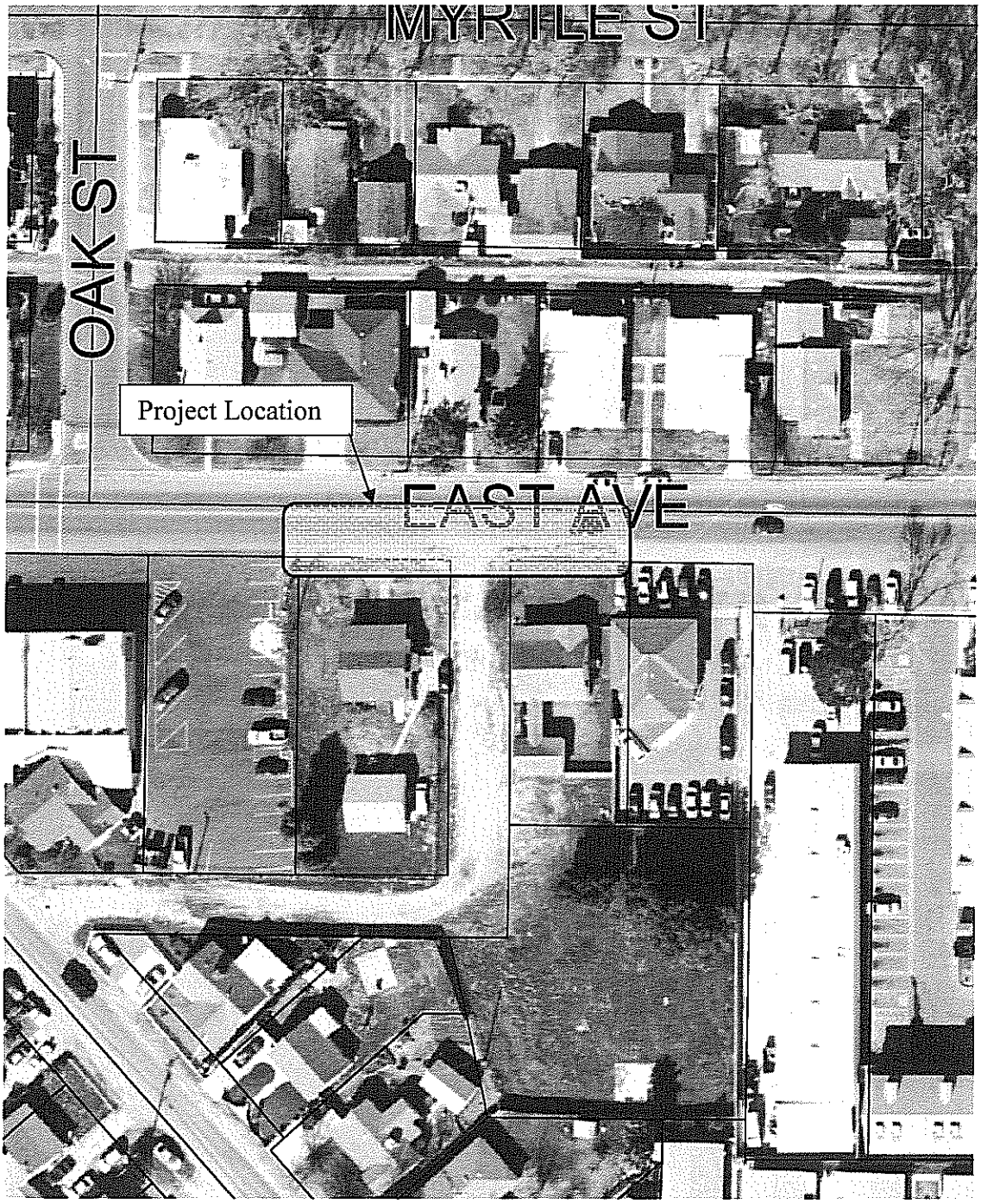
6. ENVIRONMENTAL DETERMINATION:

This project will include the reconstruction and minor widening of this small segment of roadway for the purpose of public safety. In accordance with Section 15301 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 the work needs to be completed and the funding is available specifically for this project.

City Project No. 13-48
Roadway Widening at 1338 and 1344 East Ave.



CITY OF TURLOCK
BIDDER'S SUMMARY

PROJECT TITLE: Roadway Widening at 1338 and 1344 East Ave.
PROJECT NUMBER: 13-48
BID OPENING: May 27, 2014
10:00 AM
ANTICIPATED COUNCIL AWARD DATE: June 24, 2014

						1		2		3		4	
				ENGINEER'S EST.		Hensley's Paving & General Engineering, Inc.		Alaniz Construction, Inc.		MCI Engineering, Inc.		Serna Construction, Inc.	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Traffic Control	LS	1	$3,000.00	$3,000.00	$1,000.00	$1,000.00	$6,250.00	$6,250.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00
2	Remove Existing Improvements	LS	1	$2,500.00	$2,500.00	$8,000.00	$8,000.00	$3,200.00	$3,200.00	$5,000.00	$5,000.00	$2,500.00	$2,500.00
3	Relocate Improvements	LS	1	$1,500.00	$1,500.00	$2,240.00	$2,240.00	$2,375.00	$2,375.00	$2,300.00	$2,300.00	$500.00	$500.00
4	Clearing and Grubbing	LS	1	$1,000.00	$1,000.00	$700.00	$700.00	$8,300.00	$8,300.00	$1,500.00	$1,500.00	$7,000.00	$7,000.00
5	Earthwork	LS	1	$3,000.00	$3,000.00	$8,700.00	$8,700.00	$2,480.00	$2,480.00	$7,500.00	$7,500.00	$3,500.00	$3,500.00
6	Aggregate Base	CY	62	$85.00	$5,270.00	$120.00	$7,440.00	$88.71	$5,500.02	$145.00	$8,990.00	$7,000.00	$434,000.00
7	Hot Mix Asphalt	TN	62	$260.00	$16,120.00	$190.00	$11,780.00	$275.00	$17,050.00	$183.00	$11,346.00	$210.00	$13,020.00
8	A.C. Dike	LF	114	$20.00	$2,280.00	$45.00	$5,130.00	$17.50	$1,995.00	$31.00	$3,534.00	$20.00	$2,280.00
9	Header Board (2"x4")	LF	163	$1.00	$163.00	$12.00	$1,956.00	$14.00	$2,282.00	$7.00	$1,141.00	$5.00	$815.00
10	Minor Concrete (Sidewalk)	SF	24	$35.00	$840.00	$10.00	$240.00	$60.00	$1,440.00	$55.00	$1,320.00	$20.00	$480.00
11	Minor Concrete (Residential Stairs)	EA	1	$1,000.00	$1,000.00	$1,100.00	$1,100.00	$900.00	$900.00	$1,350.00	$1,350.00	$800.00	$800.00
12	Adjust Frames and Covers to Grade	EA	2	$500.00	$1,000.00	$1,250.00	$2,500.00	$350.00	$700.00	$575.00	$1,150.00	$2,250.00	$4,500.00
13	Traffic Sign and Post [R28(S)]	EA	2	$250.00	$500.00	$275.00	$550.00	$600.00	$1,200.00	$280.00	$560.00	$500.00	$1,000.00
14	Traffic Striping (Detail 23)	LF	165	$1.50	$247.50	$2.00	$330.00	$11.00	$1,815.00	$5.00	$825.00	$7.00	$1,155.00
Total =					$38,420.50		$51,666.00		$55,487.02		$56,516.00		$476,550.00

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 13-48

Roadway Widening at
1338 and 1344 East Ave.

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

HENSLEY'S PAVING & GENERAL ENGINEERING INC.
P O BOX 449
HICKMAN, CA 95323

hereinafter called "Contractor" on this 24th day of June, 2014 (hereinafter called the "Agreement").

RECITALS

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

B On June 24 2014, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

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

IT IS AGREED AS FOLLOWS:

1. Scope Of Work:

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: remove existing improvements, relocate improvements, clearing and grubbing, earthwork, paving, header board, minor concrete, trafic signs, traffic 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. 13-48, "Roadway Widening at 1338 and 1344 East Ave.."**

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 **Fifty One Thousand Six Hundred Sixty Six and**

NO/100ths Dollars ($51,666.00). 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 **Twenty (20)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

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

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

9. **Liquidated Damages:**
In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Hundred Fifty** and no/100ths Dollars **($250.00)** for each calendar day beyond the date herein provided for

the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. Performance By Sureties:

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

11. Disputes Pertaining To Payment For Work:

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

12. Permits, Compliance With Law:

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

13. Superintendence By Contractor:

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

14. Inspection By City:

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

15. Extra And/Or Additional Work And Changes:

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

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

16. Change Of Contract Price:

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

(a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities", of the Caltrans Standard Specifications; or

(b) If the work performed is not included on the engineers estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or

(c) If the change order is not determined as described in either 1.24.A.1 or 1.24.A.2, the change order will be determined on the basis of Force Account in accordance with the provisions in Section 9-1.03, "Force Account Payment", of the Caltrans Standard Specifications, plus a contractor's fee for overhead and profit as determined by 1.24.B.

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

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

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

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

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

17. Change Of Contract Time:

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

(a) Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and Engineer; or

(b) Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:

a. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within 15 days from the beginning of that delay; or

b. where the delay is caused by actions beyond the control of Contractor; or

c. where the delay is caused by actions or failure to act by Engineer.

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

18. Inspection And Testing Of Materials:

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

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

19. Permits And Care Of The Work:

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

20. Other Contracts:

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

21. Payments To Contractor:

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

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

22. Contract Security:

Concurrently with the execution hereof, Contractor shall furnish on the forms provided (1) a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of this contract; and (2) a separate surety bond in an

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

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

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

24. Contractor's Insurance:

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

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

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

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

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

(4) Insurance Service Office Form CP 00 20 with Causes of Loss – Special Form CP 10 30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

(5) Surety bonds as described below.

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

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

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

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

(3) Workers' Compensation: As statutorily required by the State of California.

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

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

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

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

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

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

Owners and Contractors Protective Liability policy providing both ongoing and completed operations coverage.

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

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

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

(e) Builder's Risk (Course of Construction) Insurance: City shall be named as loss payee.

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

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

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

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

(j) Surety Bonds: Contractor shall provide a Performance Bond and a Payment Bond.

25. Proof Of Carriage Of Insurance:

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

26. Wages & Hours Of Employment:

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

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

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

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

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

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

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

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

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

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

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

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

28. Provisions Cumulative:

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

29. Notices:

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

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

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

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

_____
_____
_____

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

_____
_____
_____
_____

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

31. 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.

32. 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 14 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

(Attach Contractor's Seal Here)

CONTRACTOR

_____

_____

Print Name

Address: _____

_____

_____

Phone: _____

Date: _____

Federal Tax ID or
Social Security Number: _____

CITY OF TURLOCK, a municipal corporation

_____

Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

_____

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

APPROVED AS TO FORM:

_____

Phaedra A. Norton, City Attorney

ATTEST:

_____

Kellie E. Weaver, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 13-48, "Roadway Widening at 1338 and 1344 East Ave.,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

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Dated this _____day of _____, 20__.

_____
(Principal)
By: X_____

By: X_____

_____
(Surety)
By: X_____

By: X_____

Address:_____

_____
(Zip)
Phone:_____

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

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 13-48, "Roadway Widening at 1338 and 1344 East Ave.,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said contract or in said plans and specifications agreed to between the Principal and

the City, and no forbearance on the part of the City, shall operate to release the Surety from liability on this bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated this _____ day of _____, 20__.

_____

(Principal)

By: X_____

By: X_____

_____

(Surety)

By: X_____

By: X_____

Address:_____

_____

(Zip)

Phone:_____

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

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5G

Council Synopsis

June 24, 2014

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 3 (Final) in the decreased amount of ($10,982.80) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 01 – General Construction and Specialties, bringing the contract total to $2,283,172.20

Motion: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 01 – General Construction and Specialties, and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $2,403,000 to Diede Construction, Inc., of Woodbridge, California for "Turlock Public Safety Facility," Category 01 – General Construction and Specialties. The Contractor and the City are in dispute regarding some final punchlist items and the Contractor has refused to complete the work within the allowed time. City Staff propose to close out the Contractor's project with a deductive change order equal in value to 150% of the disputed items. These funds will be used to fund another contract to complete the work.

With the exception of disputed items, all other contract work has been completed in accordance with the project specifications and staff brings forth a notice of completion for your approval.

Change Order History	Amount	City Council Meeting
Original Contract	$2,403,000	2/1/11
Change Order No. 1	($65,045)	4/24/12
Change Order No. 2	(43,800)	11/13/12
Change Order No. 3(Final)	($10,982.80)	6/24/14
Adjusted Contract Total	$2,283,172.20	

Description of change order:

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

1) Site trash pick-up in the amount of $763.40.

2) Install room control signs per IB 20R in the amount of $3,000.

3) Large gaps in tile at toilet accessary in accessible stalls in all public restrooms in the amount of $1,000.

   The City will deduct from the contract price 150% of the estimated value of disputed items in the deductive amount of $7,145.10.

4) This Contract has remaining allowance fund in the amount of $3,837.70 which will be deducted from the contract amount.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

B) City Municipal Code requires that the City Council authorize the City Engineer to file the Notice of Completion upon completion of the project.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $2,294,155 will be decreased in the amount of $10,982.80, bringing the total contract to $2,283,172.20 (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

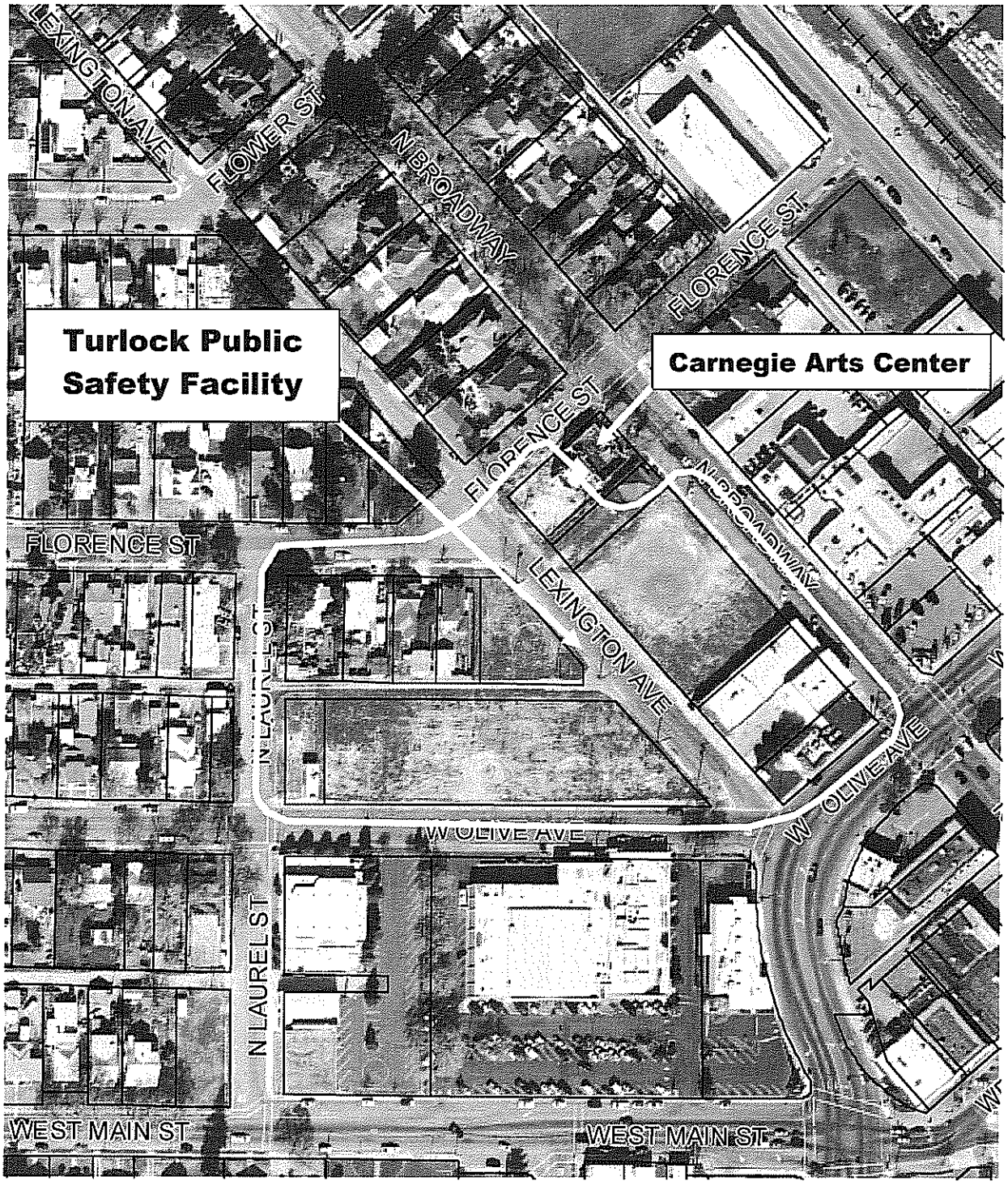
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Not approve Change Orders No. 3 (Final). This option is not recommended by City Staff since the Contractor is unwilling or unable to complete the work and City Staff will need the funds to pay another Contractor to complete the work.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



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. 0804B
TURLOCK PUBLIC SAFETY FACILITY
CATEGORY 01

Notice is hereby given that work on the above-referenced located on City property at 244 N. Broadway in the City of Turlock, was completed by the undersigned agency on June 24, 2014. The contractor of work was Diede Construction, Inc., P.O. Box 1007, Woodbridge, CA 95258, 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, City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

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

CITY OF TURLOCK

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

Executed on June 25, 2014 at Turlock, California, Stanislaus County

5H

Council Synopsis

June 24, 2014

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 3 (Final) in the decreased amount of ($15,859.31) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 02 – Demolition, Grading and Site Paving, bringing the contract total to $1,016,621

Motion: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 02 – Demolition, Grading and Site Paving, and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $909,226 to George Reed Construction, Inc. of Modesto, California, for "Turlock Public Safety Facility," Category 2 – Demolition, Grading and Site Paving. The Contractor and the City are in dispute regarding some final punchlist items and the contractor has refused to complete the work within the allowed time. City Staff propose to close out the Contractor's project with a deductive change order equal in value to 150% of the disputed items. These funds will be used to fund another contract to complete the work in the next fiscal year.

With the exception of disputed items, all other contract work has been completed in accordance with the project specifications and staff brings forth a notice of completion for your approval.

Change Order History	Amount	City Council Meeting
Original Contract	$909,226	2/1/11
Change Order No. 1	$95,576.15	12/13/11
Change Order No. 2	$27,678.16	11/12/13
Change Order No. 3 (Final)	($15,859.31)	6/24/14
Adjusted Contract Total	$1,016,621	

Description of change order:

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

1) Handrails for access ramps along West Olive Ave. in the amount of $6,500.

   The City will deduct from the contract price 150% of the estimated value of disputed items in the deductive amount of $9,750.

2) This Contract has remaining allowance fund in the amount of $6,109.31 which will be deducted from the contract amount.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

B) City Municipal Code requires that the City Council authorize the City Engineer to file the Notice of Completion upon completion of the project.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $1,032,480.31 will be decreased in the amount of $15,859.31, bringing the total contract to $1,016,621 (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

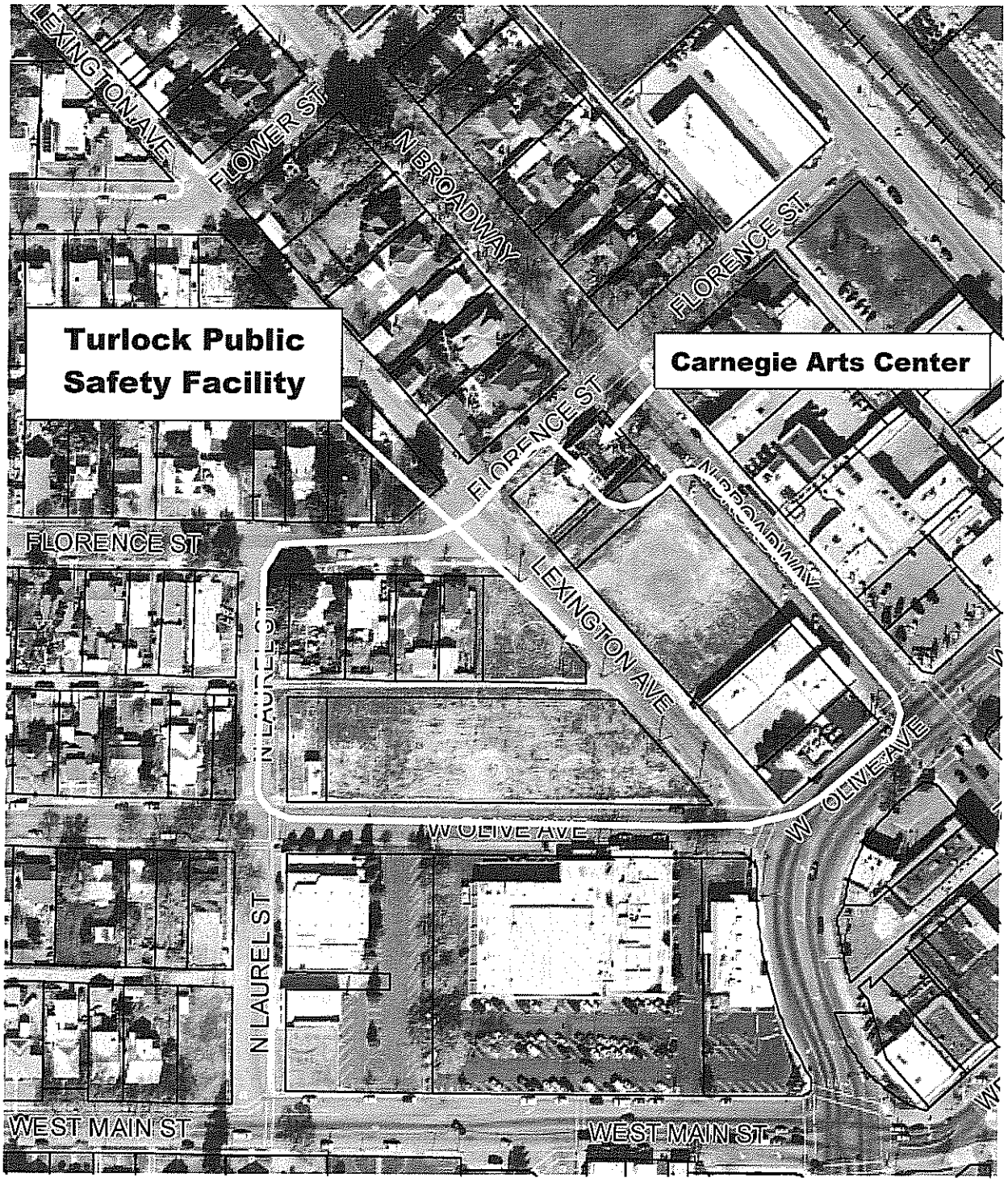
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Not approve Change Orders No. 3 (Final). This option is not recommended by City Staff since the Contractor is unwilling or unable to complete the work and City Staff will need the funds to pay another Contractor to complete the work.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER

Date issued: 24-Jun-14 **Change Order No.:** 3(FINAL)
Project Name: Turlock Public Safety Facility

George Reed Construction, Inc.
P.O. Box 4760
Modesto, CA 95352

Project No.: 0804B - Category 02
Contract For: $909,226.00
Contract Award Date: February 1, 2011

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	--	--	--	$909,226.00
Contractor's Bid Amount for Bid Items	--	--	--	$909,226.00
Subtotal of Difference				**$0.00**
2. Withheld retention due to disputed items (handrails at access ramps, concrete curb beneath handrails at access ramps and concrete curb beneath handrails at stairs).				**($9,750.00)**
3. Remaining Allowance	--	--	--	**($6,109.31)**
		Total this CCO=		**($15,859.31)**

The original contract sum =	**$909,226.00**
Net change by previous change orders =	**$123,254.31**
The contract sum will be (decreased) by this Change Order =	**($15,859.31)**
The new contract sum including this change order will be =	**$1,016,621.00**

The contract time will be changed by (0) working days. The scheduled completion date is unchanged.

Accepted: _____ **Date:** _____
Contractor

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

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

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. 0804B
TURLOCK PUBLIC SAFETY FACILITY
CATEGORY 02

Notice is hereby given that work on the above-referenced located on City property at 244 N. Broadway in the City of Turlock, was completed by the undersigned agency on June 24, 2014. The contractor of work was George Reed Inc., P.O. Box 4760, Modesto, CA 95352, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

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

VERIFICATION

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

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

CITY OF TURLOCK

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

Executed on June 25, 2014 at Turlock, California, Stanislaus County

5I

Council Synopsis

June 24, 2014

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 1 (Final) in the decreased amount of ($25,501.86) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 03 – Structural Concrete, bringing the contract total to $1,370,498.14

Motion: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 03 – Structural Concrete, and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of 1,396,000 to Modern Building Co. of Chico, California, for "Turlock Public Safety Facility," Category 3 – Structural Concrete. The Contractor and the City are in dispute regarding some back charge items that are a direct result of the Contractor's actions. City Staff propose to close out the Contractor's project with a deductive change order equal in value to 100% of the disputed items. These funds will be used to pay for the work performed by other Contractors.

With the exception of disputed items, all other contract work has been completed in accordance with the project specifications and staff brings forth a notice of completion for your approval.

Change Order History	Amount	City Council Meeting
Original Contract	$1,396,000	2/1/11
Change Order No. 1(Final)	($25,501.86)	6/24/14
Adjusted Contract Total	$1,370,498.14	

Description of change order:

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

1) Back charge for added survey due to incorrect elevations at trash enclosure in the amount of $2,400.

2) Back charge for damaged plumbing lines due to saw cuts in the amount of $2,704.

3) Back charge for missing dowels in the amount of $1,958.86.

4) This Contract has remaining allowance funds in the amount of $18,439 which will be deducted from the contract amount.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

B) City Municipal Code requires that the City Council authorize the City Engineer to file the Notice of Completion upon completion of the project.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $1,396,000 will be decreased in the amount of $25,501.86, bringing the total contract to $1,370,498.14 (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

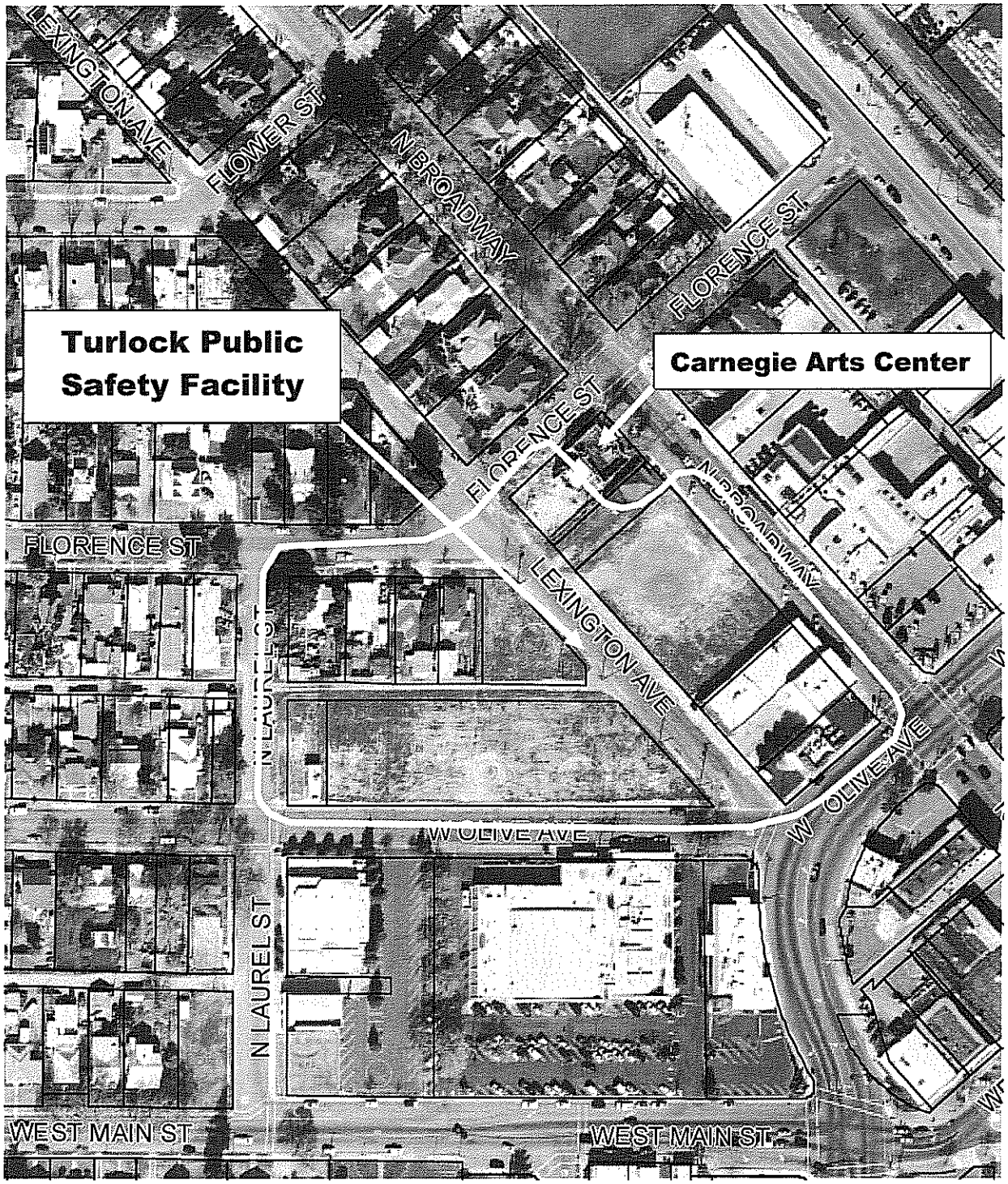
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Not approve Change Orders No. 1(Final). This option is not recommended by City Staff since the Contractor caused additional work for other contractors and the City needs the funds to make payment.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER

Date issued: 24-Jun-14 **Change Order No.:** 1 (FINAL)
Project Name: Turlock Public Safety Facility

Modern Building Co.
PO Box 772
Chico, CA 95928

Project No.: 0804B - Category 03
Contract For: $1,396,000.00
Contract Award Date: February 1, 2011

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
Actual Amount Paid to Contractor for Bid Items (See Attached)	–	–	–	$1,396,000.00
Contractor's Bid Amount for Bid Items	–	–	–	$1,396,000.00
Subtotal of Difference				**$0.00**
1. Back charge for added survey due to incorrect elevations at trash enclosure.	–	–	–	($2,400.00)
2. Back charge for damaged plumbing lines due to saw cuts.	–	–	–	($2,704.00)
3. Back charge for missing dowels	–	–	–	($1,958.86)
Subtotal of Disputed Items				**($7,062.86)**
4. Remaining Allowance				**($18,439.00)**
		Total this CCO=		**($25,501.86)**

The original contract sum =	**$1,396,000.00**
Net change by previous change orders =	**$0.00**
The contract sum will be (decreased) by this Change Order =	**($25,501.86)**
The new contract sum including this change order will be =	**$1,370,498.14**

The contract time will be changed by (0) working days. The scheduled completion date is unchanged.

Accepted: _____ **Date:** _____
Contractor

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

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

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. 0804B
TURLOCK PUBLIC SAFETY FACILITY
CATEGORY 3

Notice is hereby given that work on the above-referenced located on City property at 244 N. Broadway in the City of Turlock, was completed by the undersigned agency on June 24, 2014. The contractor of work was Modern Building Co., P O Box 772, Chico, CA 95928, 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, City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

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

CITY OF TURLOCK

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

Executed on June 25, 2014 at Turlock, California, Stanislaus County

5J

Council Synopsis

June 24, 2014

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 5 (Final) in the decreased amount of ($14,250) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 04 - Landscaping, bringing the contract total to $218,934

Motion: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 04 - Landscaping, and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $256,529 to Duley's Landscaping, Inc., of Tollhouse, California for "Turlock Public Safety Facility," Category 4 – Landscaping. The Contractor and the City are in dispute regarding some final punchlist items and the Contractor has refused to complete the work within the allowed time. City Staff propose to close out the Contractor's project with a deductive change order equal in value to 150% of the disputed items. These funds will be used to fund another contract to complete the work next fiscal year.

With the exception of disputed items, all other contract work has been completed in accordance with the project specifications and staff brings forth a notice of completion for your approval.

Change Order History	Amount	City Council Meeting
Original Contract	$256,529	2/1/11
Change Order No. 1	($29,719)	9/27/11
Change Order No. 2	$518	4/24/12
Change Order No. 3	$2,365	11/13/12
Change Order No. 4	$3,491	11/12/13
Change Order No. 5(Final)	(14,250)	6/24/14
Adjusted Contract Total	$218,934	

Description of change order:

Change order No. 5(Final) includes the following:

1) Tie bougianvillea to trellis on Olive Ave. in the amount of $500.
2) Provide as-built drawings in the amount of $5,000.
3) Provide O&Ms, spare parts, and tools per Specifications in the amount of $2,000.
4) Provide irrigation controller Certificate, remote and keys in the amount of $2,000.

   The City will deduct from the contract price 150% of the estimated value of disputed items in the deductive amount of $14,250.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

B) City Municipal Code requires that the City Council authorize the City Engineer to file the Notice of Completion upon completion of the project.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $233,184 will be decreased in the amount of $14,250, bringing the total contract to $218,934 (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

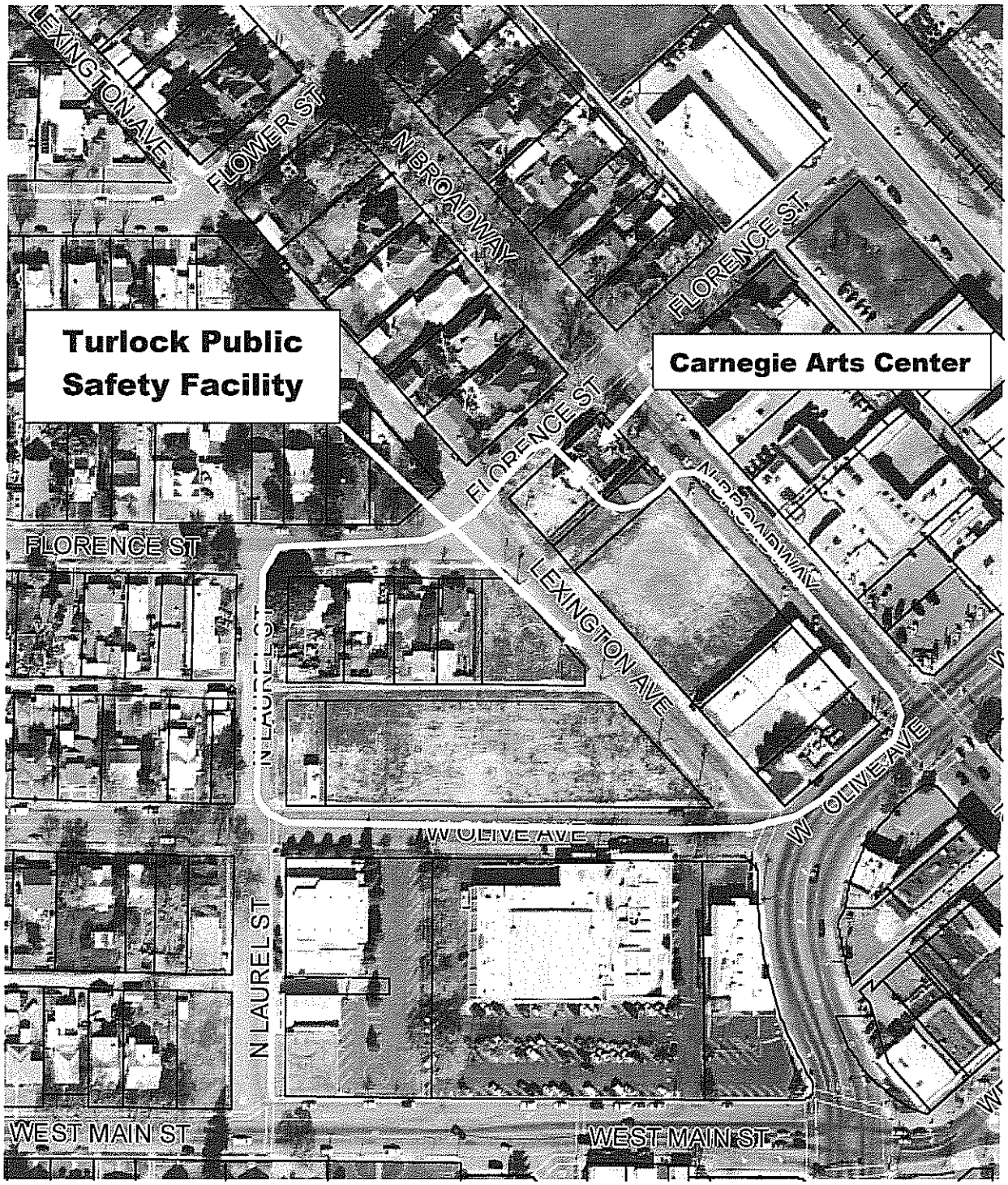
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Not approve Change Order No. 5(Final). This option is not recommended by City Staff since the Contractor is unwilling or unable to complete the work and City Staff will need the funds to pay another Contractor to complete the work.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER

Date issued: 24-Jun-14 **Change Order No.:** 5 (FINAL)
Project Name: Turlock Public Safety Facility

Duley's Landscaping, Inc.
28876 Topaz
Tollhouse, CA 93667

Project No.: 0804B - Category 04
Contract For: $256,529.00
Contract Award Date: February 1, 2011

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
Actual Amount Paid to Contractor for Bid Items (See Attached)	--	--	--	$256,529.00
Contractor's Bid Amount for Bid Items	--	--	--	$256,529.00
Subtotal of Difference				**$0.00**
1. Tie bougianvillea to trellis on Olive Ave.	--	--	--	($500.00)
2. Provide As-built Plans	--	--	--	($5,000.00)
3. Provide O&Ms, spare parts, and tools per Specifications.	--	--	--	($2,000.00)
4. Provide irrigation controller Certificate, remote and keys.	--	--	--	($2,000.00)
Subtotal of Disputed Items				($9,500.00)
Additional Deduction of 50% of Disputed Items				($4,750.00)
Total Deduction of Disputed Items				**($14,250.00)**
		Total this CCO=		**($14,250.00)**

The original contract sum =	**$256,529.00**
Net change by previous change orders =	**($23,345.13)**
The contract sum will be (decreased) by this Change Order =	**($14,250.00)**
The new contract sum including this change order will be =	**$218,933.87**

The contract time will be changed by (0) working days. The scheduled completion date is unchanged.

Accepted: _____ **Date:** _____
Contractor

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

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

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. 0804B
TURLOCK PUBLIC SAFETY FACILITY
CATEGORY 4

Notice is hereby given that work on the above-referenced located on City property at 244 N. Broadway in the City of Turlock, was completed by the undersigned agency on June 24, 2014. The contractor of work was Duley's Landscaping Inc., 28876 Topaz, Tollhouse, CA 93667, 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, City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

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

CITY OF TURLOCK

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

Executed on June 25, 2014 at Turlock, California, Stanislaus County

5K

Council Synopsis

June 24, 2014

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 4 (Final) in the decreased amount of ($6,020.10) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 05 - Masonry, bringing the contract total to $1,316,861.29

Motion: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 05 - Masonry, and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $1,325,133 to Frazier Masonry Corporation of North Highlands, California for "Turlock Public Safety Facility," Category 5 – Masonry. The Contractor and the City are in dispute regarding some final punch list items and the Contractor has refused to complete the work within the allowed time. City Staff propose to close out the Contractor's project with a deductive change order equal in value to 150% of the disputed items. These funds will be used to fund another contract to complete the work next fiscal year.

With the exception of disputed items, all other contract work has been completed in accordance with the project specifications and staff brings forth a notice of completion for your approval.

Change Order History	Amount	City Council Meeting
Original Contract	$1,325,133.00	2/1/11
Change Order No. 1	($9,021.00)	9/27/11
Change Order No. 2	$5,962.70	6/25/13
Change Order No. 3	$806.69	11/12/13
Change Order No. 4(Final)	($6,020.10)	6/24/14
Adjusted Contract Total	$1,316,861.29	

Description of change orders:

Change order No. 4(Final) includes the following:

1) Site trash pickup in the amount of $763.40.
2) Cut off bolts, missing caps at trash enclosure in the amount of $250.
3) Patch two core holes in generator enclosure in the amount of $500.
4) Remove scaffold frames, planks and other debris in the amount of $1,500.
5) Clean grout from between site wall and building in the amount of $500.
6) Core drill 1" holes in north wall for drainage in the amount of $500.

   The City will deduct from the contract price 150% of the estimated value of disputed items in the deductive amount of $6,020.10.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

B) City Municipal Code requires that the City Council authorize the City Engineer to file the Notice of Completion upon completion of the project.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $1,322,881.39 will be decreased in the amount of $6,020.10, bringing the total contract to $1,316,861.29 (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

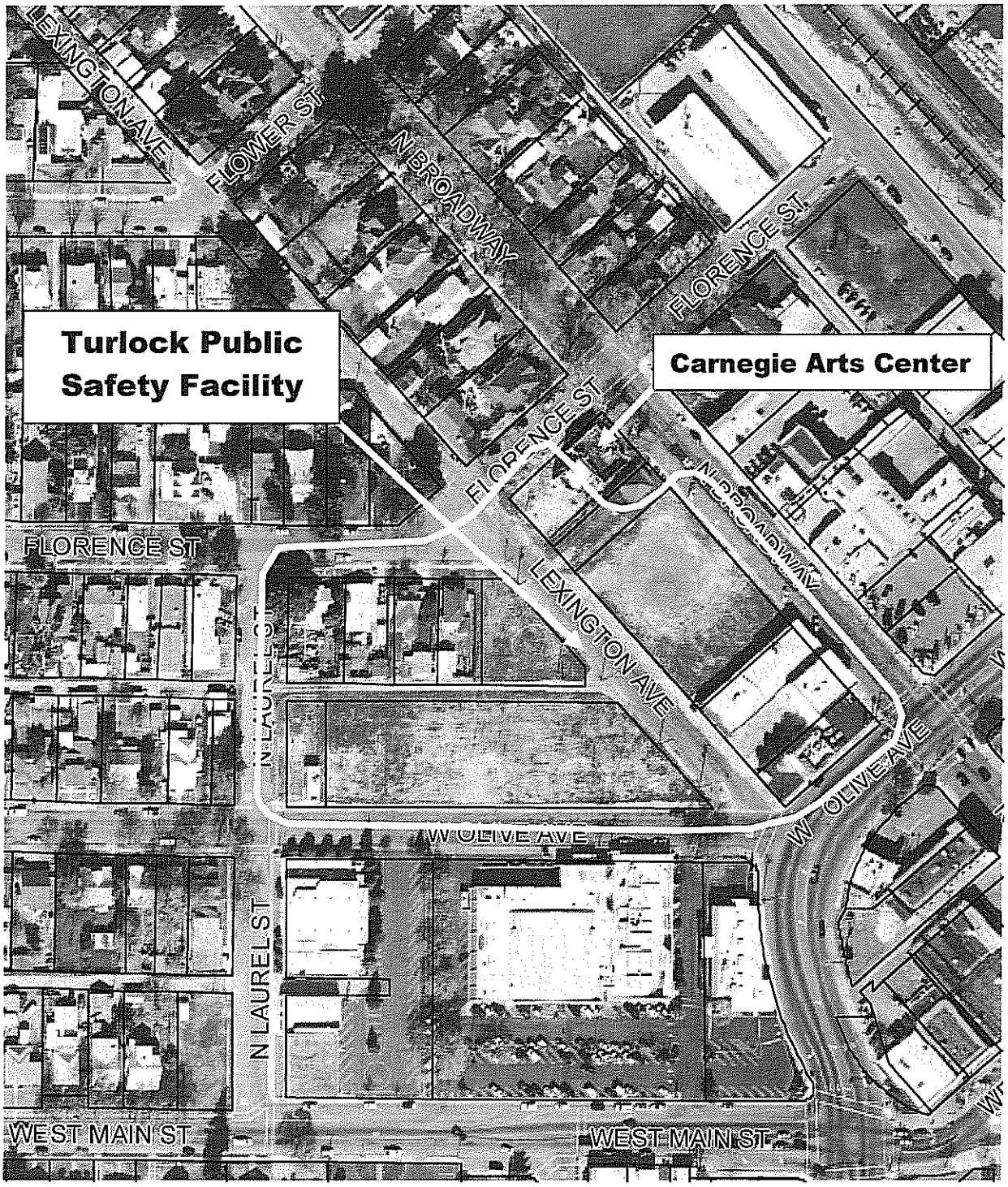
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Not approve Change Orders No. 4(Final). This option is not recommended by City Staff since the Contractor is unwilling or unable to complete the work and City Staff will need the funds to pay another Contractor to complete the work.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER

Date issued: 24-Jun-14 **Change Order No.:** 4 (FINAL)
Project Name: Turlock Public Safety Facility

Frazier Masonry Corporation
6950 34th St., Ste. 230
North Highlands, CA 95660

Project No.: 0804B - Category 05
Contract For: $1,325,133.00
Contract Award Date: February 1, 2011

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	—	—	—	$1,325,133.00
Contractor's Bid Amount for Bid Items	—	—	—	$1,325,133.00
Subtotal of Difference				**$0.00**
1. Site trash pickup	—	—	—	($763.40)
2. Cut off bolts, missing caps at trash enclosure	—	—	—	($250.00)
3. Patch two core holes in generator enclosure	—	—	—	($500.00)
4. Remove scaffold frames, planks and other debris	—	—	—	($1,500.00)
5. Clean grout from between site wall and building	—	—	—	($500.00)
6. Core drill 1" holes in north wall for drainage	—	—	—	($500.00)
Subtotal of Disputed Items				($4,013.40)
Additional Deduction of 50% of Disputed Items				($2,006.70)
Total Deduction of Disputed Items				**($6,020.10)**
		Total this CCO=		**($6,020.10)**

The original contract sum =	**$1,325,133.00**
Net change by previous change orders =	**($2,251.61)**
The contract sum will be (decreased) by this Change Order =	**($6,020.10)**
The new contract sum including this change order will be =	**$1,316,861.29**

The contract time will be changed by (0) working days. The scheduled completion date is unchanged.

Accepted: _____ **Date:** _____
Contractor

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

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

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. 0804B
TURLOCK PUBLIC SAFETY FACILITY
CATEGORY 5

Notice is hereby given that work on the above-referenced located on City property at 244 N. Broadway in the City of Turlock, was completed by the undersigned agency on June 24, 2014. The contractor of work was Frazier Masonry Corp., 4460 Riviera Ridge Avenue, Las Vegas, NV 89115, 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, City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

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

CITY OF TURLOCK

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

Executed on June 25, 2014 at Turlock, California, Stanislaus County

5L

Council Synopsis

June 24, 2014

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 6 (Final) in the decreased amount of ($4,653.29) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 06 – Structural Steel, bringing the contract total to $3,504,925.71

Motion: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 06 – Structural Steel, and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $3,430,000 to Golden State Steel, Inc., of Fowler, California for "Turlock Public Safety Facility," Category 06 – Structural Steel. The Contractor and the City are in dispute regarding some final punchlist items and the Contractor has refused to complete the work within the allowed time. City Staff propose to close out the Contractor's project with a deductive change order equal in value to 150% of the disputed items. These funds will be used to fund another contract to complete the work next fiscal year.

With the exception of disputed items, all other contract work has been completed in accordance with the project specifications and staff brings forth a notice of completion for your approval.

Change Order History	Amount	City Council Meeting
Original Contract	$3,430,000	2/1/11
Change Order No. 1	($14,660)	1/10/12
Change Order No. 2	$10,748	6/26/12
Change Order No. 3	$13,881	11/13/12
Change Order No. 4	$49,489	1/22/13
Change Order No. 5	$20,121	11/12/13
Change Order No. 6(Final)	($4,653.29)	6/24/14
Adjusted Contract Total	$3,504,925.71	

Description of change order:

Change order No. 6(Final) includes the following:

1) Withheld retention due to disputed items which include stair tolerances, trash enclosure cane bolts, ships ladder hand rail, covers at ends of handrails and missing screws in handrail supports in the amount of $4,653.29.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

B) City Municipal Code requires that the City Council authorize the City Engineer to file the Notice of Completion upon completion of the project.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $3,509,579 will be decreased in the amount of $4,653.29, bringing the total contract to $3,504,925.71 (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

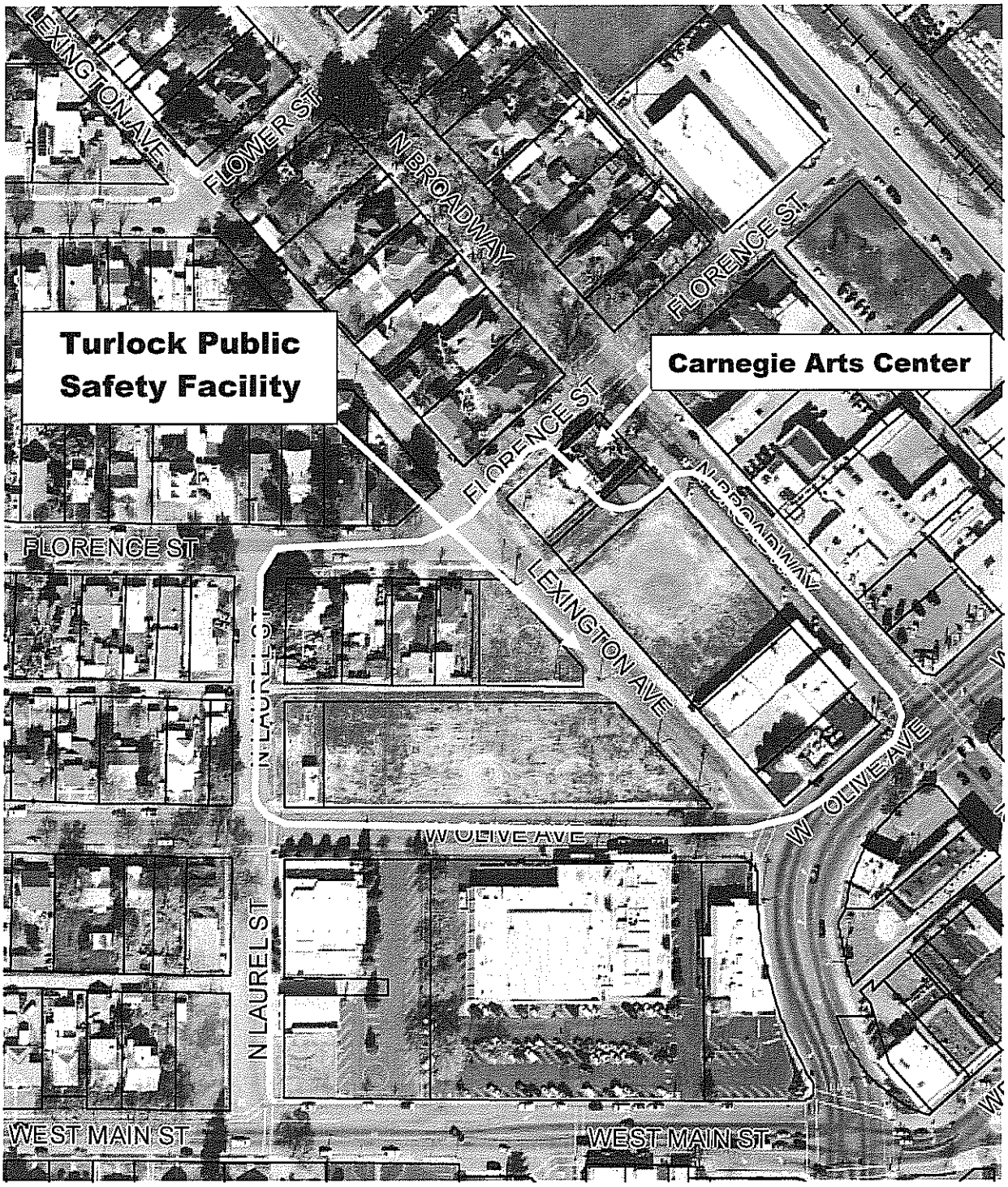
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Not approve Change Orders No. 6(Final). This option is not recommended by City Staff since the Contractor is unwilling or unable to complete the work and City Staff will need the funds to pay another Contractor to complete the work.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER

Date issued: 24-Jun-14 **Change Order No.:** 6(FINAL)
Project Name: Turlock Public Safety Facility

Golden State Steel, Inc.
P.O. Box 250
Fowler, CA 93625

Project No.: 0804B - Category 06
Contract For: $3,430,000.00
Contract Award Date: February 1, 2011

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	–	–	–	$3,430,000.00
Contractor's Bid Amount for Bid Items	–	–	–	$3,430,000.00
Subtotal of Difference				**$0.00**
2. Withheld retention due to disputed items (Stair tolerances, trash enclosure cane bolts, ships ladder hand rail, covers at ends of handrails and missing screws in handrail supports).				**($4,653.29)**
		Total this CCO=		**($4,653.29)**

The original contract sum =	**$3,430,000.00**
Net change by previous change orders =	**$79,579.00**
The contract sum will be (decreased) by this Change Order =	**($4,653.29)**
The new contract sum including this change order will be =	**$3,504,925.71**

The contract time will be changed by (0) working days. The scheduled completion date is unchanged.

Accepted: _____ **Date:** _____
Contractor

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

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

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. 0804B
TURLOCK PUBLIC SAFETY FACILITY
CATEGORY 6

Notice is hereby given that work on the above-referenced located on City property at 244 N. Broadway in the City of Turlock, was completed by the undersigned agency on June 24, 2014. The contractor of work was Golden State Steel, P.O. Box 250, Fowler, CA 93625, 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, City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

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

CITY OF TURLOCK

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

Executed on June 25, 2014 at Turlock, California, Stanislaus County

5M

Council Synopsis

June 24, 2014

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 6 (Final) in the decreased amount of ($12,750) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 09 – Doors and Windows, bringing the contract total to $1,136,694.42

Motion: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 09 – Doors and Windows, and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $1,203,203 to Diede Construction, Inc., of Woodbridge, California for "Turlock Public Safety Facility," Category 9 – Doors and Windows. The Contractor and the City are in dispute regarding some final punchlist items and the Contractor has refused to complete the work within the allowed time. City Staff propose to close out the Contractor's project with a deductive change order equal in value to 150% of the disputed items. These funds will be used to fund another contract to complete the work.

With the exception of disputed items, all other contract work has been completed in accordance with the project specifications and staff brings forth a notice of completion for your approval.

Change Order History	Amount	City Council Meeting
Original Contract	$1,203,203	2/1/11
Change Order No. 1	($71,000)	11/27/12
Change Order No. 2	($14,500)	1/8/13
Change Order No. 3	$14,471	6/25/13
Chance Order No. 4	$10,470	11/12/13
Change Order No. 5	$6,800	12/10/13
Change Order No. 6(Final)	(12,750)	6/24/14
Adjusted Contract Total	$1,136,694	

Description of change order:

Change order No. 6(Final) includes the following:

1) Splash guard behind stoves in rooms 265 and 274 in the amount of $1,000.

2) Repair out of tolerance stair treads on all stair cases in the amount of $7,500.

   The City will deduct from the contract price 150% of the estimated value of disputed items in the deductive amount of $12,750.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

B) City Municipal Code requires that the City Council authorize the City Engineer to file the Notice of Completion upon completion of the project.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $1,149,444.42 will be decreased in the amount of $12,750, bringing the total contract to $1,136,694.42. (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

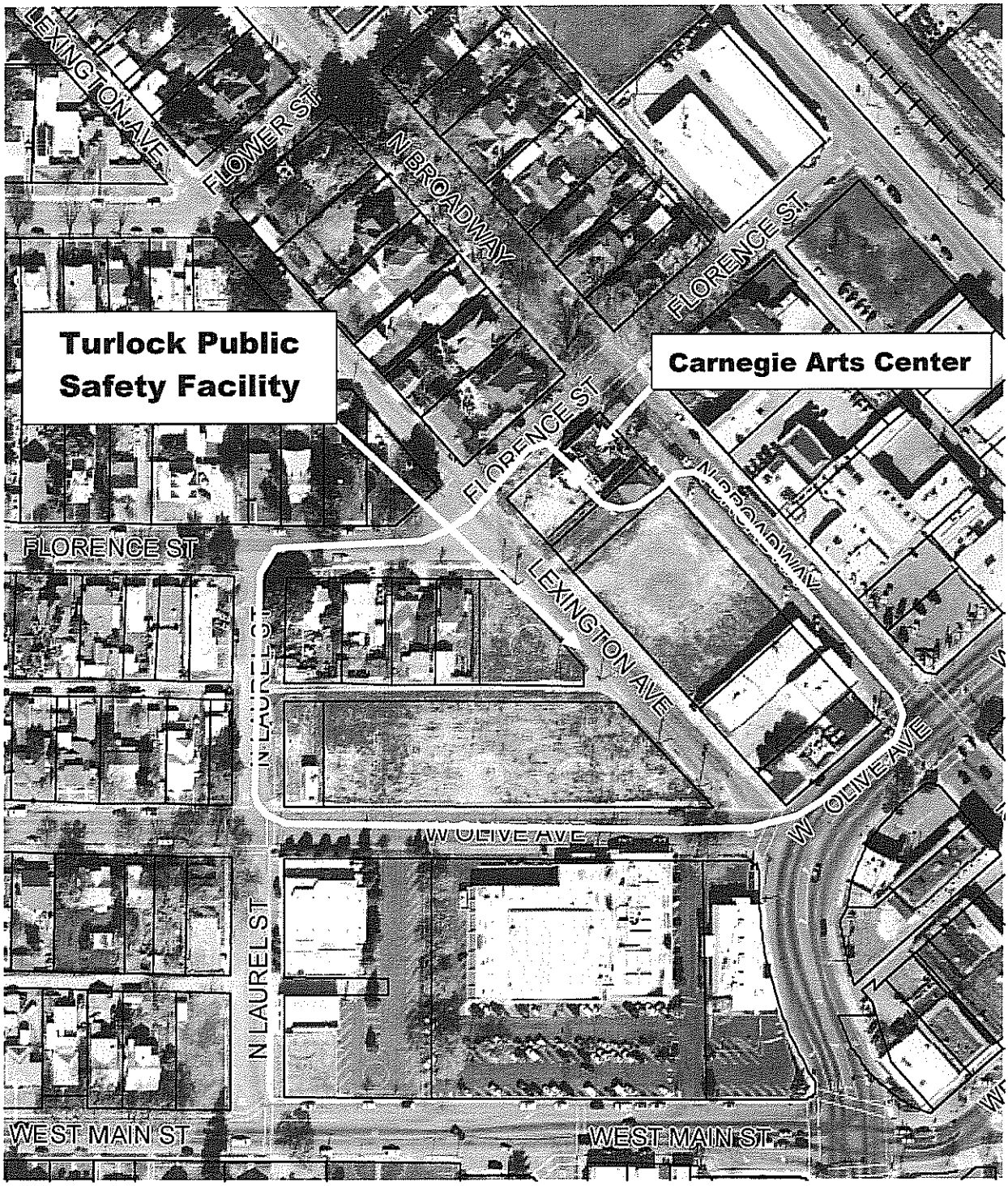
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Not approve Change Orders No. 6(Final). This option is not recommended by City Staff since the Contractor is unwilling or unable to complete the work and City Staff will need the funds to pay another Contractor to complete the work.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER

Date issued: 24-Jun-14 **Change Order No.:** 6 (FINAL)
Project Name: Turlock Public Safety Facility

Diede Construction, Inc.
P.O.Box 1007
Woodbridge, CA 95258

Project No.: 0804B - Category 09
Contract For: $1,203,203.00
Contract Award Date: February 1, 2011

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
Actual Amount Paid to Contractor for Bid Items (See Attached)	–	–	–	$1,203,203.00
Contractor's Bid Amount for Bid Items	–	–	–	$1,203,203.00
Subtotal of Difference				**$0.00**
1. Splash guard behind stoves in rooms 265 and 274.	–	–	–	($1,000.00)
2. Repair out of tolerance stair treads on all stair cases.	–	–	–	($7,500.00)
Subtotal of Disputed Items				($8,500.00)
Additional Deduction of 50% of Disputed Items				($4,250.00)
Total Deduction of Disputed Items				**($12,750.00)**
		Total this CCO=		**($12,750.00)**

The original contract sum =	**$1,203,203.00**
Net change by previous change orders =	**($53,758.58)**
The contract sum will be (decreased) by this Change Order =	**($12,750.00)**
The new contract sum including this change order will be =	**$1,136,694.42**

The contract time will be changed by (0) working days. The scheduled completion date is unchanged.

Accepted: _____ **Date:** _____
Contractor

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

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

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. 0804B
TURLOCK PUBLIC SAFETY FACILITY
CATEGORY 09

Notice is hereby given that work on the above-referenced located on City property at 244 N. Broadway in the City of Turlock, was completed by the undersigned agency on June 24, 2014. The contractor of work was Diede Construction, Inc., P.O. Box 1007, Woodbridge, CA 95258, 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, City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

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

CITY OF TURLOCK

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

Executed on June 25, 2014 at Turlock, California, Stanislaus County

5N

Council Synopsis

June 24, 2014

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 4 (Final) in the decreased amount of ($4,500) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 11 – Painting and Wall Coverings, bringing the contract total to $293,150

Motion: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 11 – Painting and Wall Coverings, and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $318,500 to D.C. Vient, Inc., of Modesto, California for "Turlock Public Safety Facility," Category 13 – Painting and Wall Coverings. The Contractor and the City are in dispute regarding some final punchlist items and the Contractor has refused to complete the work within the allowed time. City Staff propose to close out the Contractor's project with a deductive change order equal in value to 150% of the disputed items. These funds will be used to fund another contract to complete the work in the next fiscal year.

With the exception of disputed items, all other contract work has been completed in accordance with the project specifications and staff brings forth a notice of completion for your approval.

Change Order History	Amount	City Council Meeting
Original Contract	$318,500	2/1/11
Change Order No. 1	($22,400)	1/10/12
Change Order No. 2	$262	8/13/13
Change Order No. 3	$1,288	11/12/13
Change Order No. 4(Final)	($4,500)	6/24/14
Adjusted Contract Total	$293,150	

Description of change order:

Change order No. 4(Final) includes the following:

1) Patch and paint condensate drain from tower base in the amount of $250.
2) Repair misaligned mural in lobby in the amount of $2,500.
3) Paint strip of stucco at entry monument in the amount of $250.

   The City will deduct from the contract price 150% of the estimated value of disputed items in the deductive amount of $4,500.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

B) City Municipal Code requires that the City Council authorize the City Engineer to file the Notice of Completion upon completion of the project.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $297,650 will be decreased in the amount of $4,500, bringing the total contract to $293,150 (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

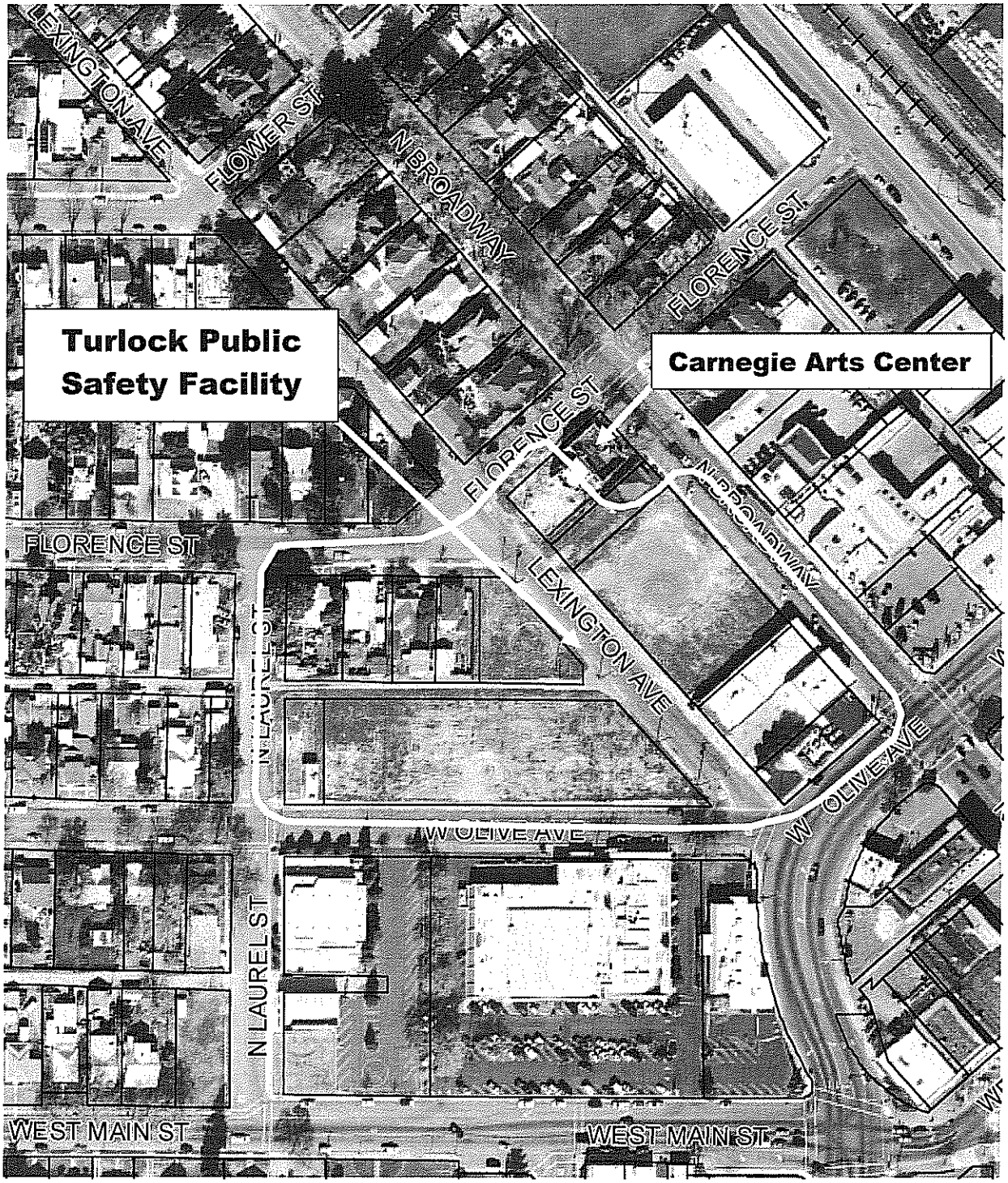
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Not approve Change Orders No. 4(Final). This option is not recommended by City Staff since the Contractor is unwilling or unable to complete the work and City Staff will need the funds to pay another Contractor to complete the work.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER

Date issued: 24-Jun-14 **Change Order No.:** 4 (FINAL)
Project Name: Turlock Public Safety Facility

D.C. Vient, Inc.
P.O. Box D
Modesto, CA 95352

Project No.: 0804B - Category 11
Contract For: $318,500.00
Contract Award Date: February 1, 2011

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
Actual Amount Paid to Contractor for Bid Items (See Attached)	–	–	–	$318,500.00
Contractor's Bid Amount for Bid Items	–	–	–	$318,500.00
Subtotal of Difference				**$0.00**
1. Patch and paint condensate drain from tower base.	–	–	–	($250.00)
2. Repair misaligned mural in lobby.	–	–	–	($2,500.00)
3. Paint strip of stucco at entry monument.	–	–	–	($250.00)
Subtotal of Disputed Items				($3,000.00)
Additional Deduction of 50% of Disputed Items				($1,500.00)
Total Deduction of Disputed Items				**($4,500.00)**
		Total this CCO=		**($4,500.00)**

The original contract sum =	**$318,500.00**
Net change by previous change orders =	**($20,850.00)**
The contract sum will be (decreased) by this Change Order =	**($4,500.00)**
The new contract sum including this change order will be =	**$293,150.00**

The contract time will be changed by (0) working days. The scheduled completion date is unchanged.

Accepted: _____ **Date:** _____
Contractor

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

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

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. 0804B
TURLOCK PUBLIC SAFETY FACILITY
CATEGORY 11

Notice is hereby given that work on the above-referenced located on City property at 244 N. Broadway in the City of Turlock, was completed by the undersigned agency on June 24, 2014. The contractor of work was DC Vient, P.O. Box D, Modesto, CA 95352, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

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

VERIFICATION

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

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

CITY OF TURLOCK

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

Executed on June 25, 2014 at Turlock, California, Stanislaus County

50

Council Synopsis

June 24, 2014

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $4,255,614 to Darrale Patrias Electric of Turlock, California for "Turlock Public Safety Facility," Category 13 – Building and Site Electrical.

All work has been completed in accordance with the project specifications and staff brings forth a notice of completion for your approval.

3. BASIS FOR RECOMMENDATION:

A) City Municipal Code requires that the City Council authorize the City Engineer to file the Notice of Completion upon completion of the project.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

No additional funds are needed for the project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

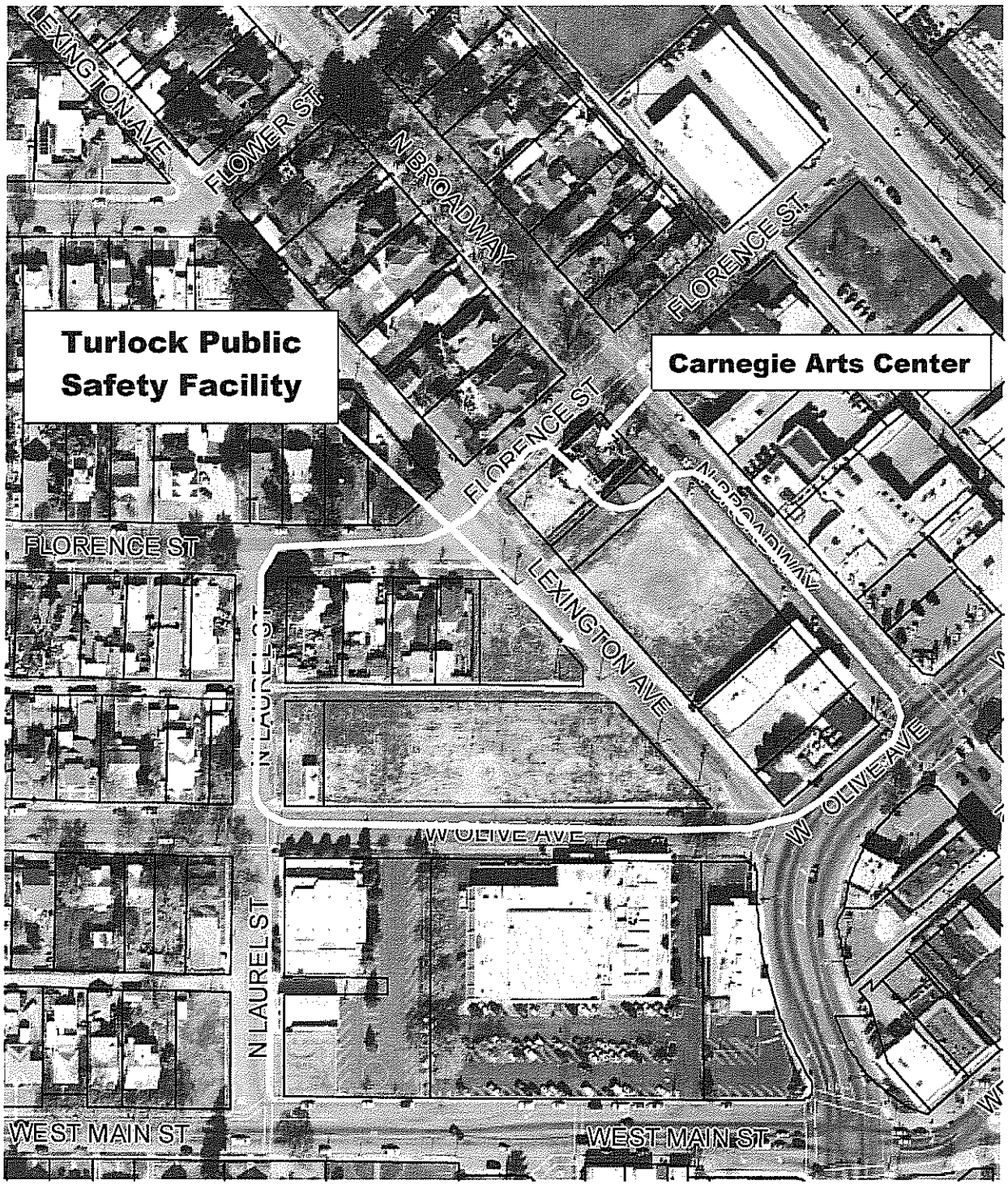
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

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

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



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. 0804B
TURLOCK PUBLIC SAFETY FACILITY
CATEGORY 13

Notice is hereby given that work on the above-referenced located on City property at 244 N. Broadway in the City of Turlock, was completed by the undersigned agency on June 24, 2014. The contractor of work was Darrale Patrias Electric, 2480 N. Walnut Road, Turlock, CA 95382, 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, City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

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

CITY OF TURLOCK

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

Executed on June 25, 2014 at Turlock, California, Stanislaus County

5P

Council Synopsis

June 24, 2014

From: Michael G. Pitcock, Development Services Director

Prepared by: Michael G. Pitcock, Development Services Director

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the appointment of the retired annuitant Roger Fall to a temporary part-time position for the purposes of assisting Engineering Division staff in the preparation of a speed study required by law in order for law enforcement to use radar for speed enforcement

2. DISCUSSION OF ISSUE:

As Council is aware, the Development Services Department continues to identify cost savings measures. One such measure was to not fill the vacancy left by Roger Fall upon retirement in December 2011. Roger Fall's duties were spread to other staff, who during the slow economy times were able to keep up with the workload. As the economy has picked up, so has work load which has required that duties and responsibilities be prioritized. The completion of the speed study has been a low priority but has risen due to the fact that the Police Department cannot use radar for enforcement purposes. In an effort to finish the speed study, staff is proposing bring back retired annuitant Roger Fall to complete the speed study and obtain the necessary approvals.

Recent changes to the California Public Employee Retirement System (CALPERS), requires that a retiree serve a 180 day wait period prior to being allowed to work for a CALPERS agency. Roger Fall has exceeded the 180 day requirement and CALPERS has provided written acknowledgement that Roger is permitted to be hired in a part time capacity not exceeding 960 hours in a fiscal year (July 1st through June 30th).

Funding for this appointment is provided within Fund 502, Part Time staff. Staff recommends Roger Fall receive and hourly rate of $30.75. This is based upon Public Pension and Retirement Plans 7522.56 (d) and CAPLPERS Publication 33 "The compensation cannot exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal an hourly rate." Staff positions performing these advanced duties are limited to the Capital Project Specialist.

3. BASIS FOR RECOMMENDATION:

It is imperative that the Radar study be completed to enable the Police Department to use radar for speed enforcement.

Roger Fall possesses valuable skills related to the technical and institutional knowledge required for the completion of the radar study.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
Not to exceed $20,000. Funding is available within the Engineering Department Enterprise Fund 502-40-410.41002_000, part time staff via an internal transfer of Full Time Salary savings for a vacant Assistant Engineer position. CALPERS requirements and City policy stipulate that part time staff can work no more than 960 hours per FY.

Budget Amendment
None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

A). Do not hire Mr. Fall on a temporary part-time basis. This alternative is not recommended as current staffing levels and work load is making the completion of the speed study difficult. Without the legally prepared and adopted speed study, the Police Department will continue to operate without the use of radar.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE APPOINTMENT OF THE RETIRED ANNUITANT ROGER FALL TO A TEMPORARY PART-TIME POSITION FOR THE PURPOSES OF ASSISTING ENGINEERING DIVISION STAFF IN THE PREPARATION OF A SPEED STUDY REQUIRED BY LAW IN ORDER FOR LAW ENFORCEMENT TO USE RADAR FOR SPEED ENFORCEMENT	}	**RESOLUTION NO. 2014-**

WHEREAS, Development Services requests authorization to appoint Roger Fall to a temporary part-time position to assist staff in the preparation of a speed study that will be used to set various street speed limits; and

WHEREAS, the speed study is necessary to validate the posted speed limit and enable law enforcement to use radar for speed enforcement operations; and

WHEREAS, Roger Fall has met the California Public Employee Retirement System (CALPERS), requirement that a retiree serve a 180 day wait period prior to being allowed to work for a CALPERS agency; and

WHEREAS, the employer certifies the nature of this employment and that the appointment is necessary to fill a critically needed position and the appointment has been approved by the governing body of the employer in a public meeting. The appointment may not be placed on a consent calendar; and

WHEREAS, CALPERS Publication 33 stipulates certain conditions must all be met in order for an appointment to move forward. These conditions are:

1. Appointee has specialized skills needed to perform work of limited duration or the employment is needed during an emergency to prevent stoppage of public business.

2. Temporary employment will not exceed 960 hours in a fiscal year (July 1st through June 30th).

3. The compensation cannot exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal an hourly rate.

4. Retired annuitants cannot receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate; and

WHEREAS, Roger Fall possesses valuable skills and experience related to the preparation of a speed study; and

WHEREAS, funds are available and allocated for this position within Enterprise Fund 502-40-410.41002_000, part-time staff.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the appointment of Roger Fall to a temporary part-time position for the purposes of assisting Engineering Division Staff with the in the preparation of a speed study required by law in order for law enforcement to use radar for speed enforcement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of June, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5Q

Council Synopsis

June 24, 2014

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

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2007-268 and adopting a new resolution authorizing the Turlock Unified School District (TUSD) to close N. Berkeley Ave., between Marshall St. and E. Canal Dr., for school related activities and all special events at Turlock High School as further conditioned

2. DISCUSSION OF ISSUE:

On November 13, 2007, the Council adopted Resolution 2007-268, which provided the Turlock Unified School District (TUSD) with the authority to close N. Berkeley Ave. between Marshall St. and E. Canal Dr., hereinafter referred to simply as the "Street", on specific days and specific times during the school year. This same resolution also provided the opportunity for the TUSD to seek closure authority for special events occurring outside of regular school days and hours.

While the closure of the Street has been effective in increasing pedestrian safety and reducing the potential for vehicle vs. pedestrian collisions, the specific nature of the closure criteria has made it difficult for the TUSD to modify the closure periods as needed for special events or circumstances. For example, the existing resolution requires the Street to be re-opened at 7:30 p.m., but some events may operate until that time or later, resulting in a mass exodus of pedestrians during a period of time when the Street has been re-opened.

The proposed resolution continues the traditional arrangement of allowing the TUSD to close the Street, but provides them with more flexibility in terms of when to start and stop the closures. The TUSD does commit to requesting special closure authority for special events outside of normal school days, as well as commits to not extend the closure of the Street to longer than is necessary for the purpose of pedestrian safety, thereby ensuring as much access as possible to local residents.

3. BASIS FOR RECOMMENDATION:

A. California Vehicle Code §21102 provides local authorities the ability to adopt a resolution to authorize the closure of street sections that divide school property for the safety of persons traveling in that area.

B. Similar closure authority has been provided for this section of roadway in the past and has been effective at reducing vehicle-pedestrian collisions.

C. Closing this Street during school hours helps reduce access to the Turlock High School campus and increase campus security.

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:

No fiscal impact. The signs specified by the proposed resolution shall be provided by the TUSD.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

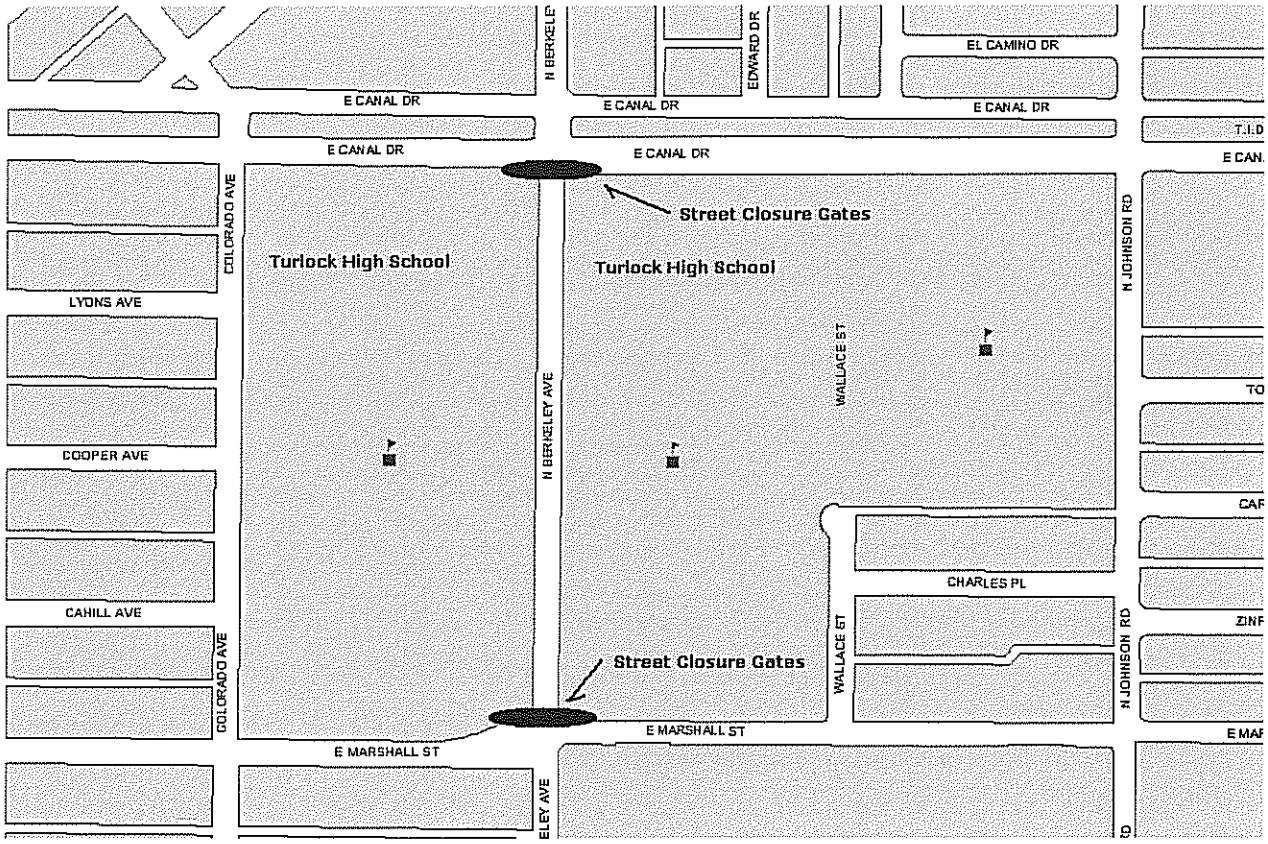
N/A

7. ALTERNATIVES:

A). Not approve the proposed resolution and leave Resolution 2007-268 in place. Staff does not recommend this solution as it does not address the needs of pedestrians that participate in special events that occur in evening hours throughout the week, as well as doesn't account for changes that occur in the school year dates.

B). Not approve the proposed resolution and rescind Resolution 2007-268. Staff does not recommend this alternative as the TUSD would have no legal authority to close the Street, posing a safety and security problem for the Turlock High School campus and the TUSD.

Area Map: Turlock High School
N. Berkeley Ave., btw. Marshall St. and E. Canal Dr.



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2007-268 AND ADOPTING A NEW RESOLUTION AUTHORIZING THE TURLOCK UNIFIED SCHOOL DISTRICT (TUSD) TO CLOSE N. BERKELEY AVE., BETWEEN MARSHALL ST. AND E. CANAL DR., FOR SCHOOL RELATED ACTIVITIES AND ALL SPECIAL EVENTS AT TURLOCK HIGH SCHOOL AS FURTHER CONDITIONED	**RESOLUTION NO. 2014-**

WHEREAS, the City of Turlock previously authorized the Turlock Unified School District (TUSD) to close N. Berkeley Ave., between Marshall St. and E. Canal Dr., for specified dates during the school year and for special events pursuant to City of Turlock Resolution No. 2007-268; and

WHEREAS, the TUSD and City mutually agree that the specified street section, which bisects the Turlock High School (THS) campus, should be closed during school periods and special events with high levels of pedestrian traffic for the protection and safety of TUSD staff, students, and the general public; and

WHEREAS, the existing street closure authorization, while effective, has also been unduly restrictive in that it specified specific dates and hours where closures are allowed, thereby making it difficult for the TUSD to maintain the safety of TUSD staff, students, and the general public when special circumstances arose; and

WHEREAS, the TUSD is therefore permitted to close the specified portion of roadway on any day identified as a school day on the official TUSD calendar, to include summer school and special sessions, for any duration deemed reasonable for the protection of pedestrians, without additional approval by, or notification to, the City; and

WHEREAS, the TUSD may be permitted to close the specified portion of roadway on any day not identified as a school day on the official TUSD calendar, to include summer school and special sessions, such as Saturdays, Sundays, and holidays, and when special events are scheduled to take place, but only after obtaining specific approval in writing from the City Engineer or his designee; and

WHEREAS, this resolution shall only be effective upon the permanent posting of metal signs on either end of the closure area, as designed by the City and provided by the TUSD, that provides a summary of this closure authority and the conditions thereto; and

WHEREAS, the TUSD commits to avoid keeping the specified section of street closed for longer than is necessary for the protection of those on the school premises.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2007-268 and adopt a new resolution authorizing the Turlock Unified School District (TUSD) to close N. Berkeley Ave., between Marshall St. and E. Canal Dr., for school related activities and all special events at Turlock High School as further conditioned.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of June, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5R

Council Synopsis

June 24, 2014

From: Maryn Pitt, Assistant to City Manager for Economic Development/Community Housing

Prepared by: Maria Ramos, Community Housing Program Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the agreements between the City of Turlock and each of the seven (7) funded nonprofit public service agencies in the amount of $62,000

2. DISCUSSION OF ISSUE:

The City is a CDBG Entitlement jurisdiction and each year can award up to 15% of the entitlement to public services. For Fiscal Year 2014-2015, HUD has provided an allocation of CDBG funds in the amount of $541,582 to the City of Turlock.

On February 26, 2014, the City Council approved the nominees to the CDBG Grant Selection Committee with Councilmember Bublak as the Council Representative. There were seven (7) program applications presented to the CDBG Grant Selection Committee for consideration on March 14, 2014. The applications offered a variety of services to assist families and individuals with essential daily needs, programs in job training, education, counseling, assistive technology, nourishment and temporary housing. The Grant Selection Committee scores have established a list for funding that is recommended to the City Council for approval. The Committee's recommendations for FY 2014- 2015 funding are attached as Exhibit A.

These grants are provided to fund eligible activities that meet HUD's guidelines and City's local Consolidated Plan. Applications for the City of Turlock's public service grants are accepted one time a year.

If the recommendations are approved, staff is prepared to execute agreements and allocate funding with each of the recommended public service agencies for the recommended dollar amounts. Total funding is to be in the amount if $62,000. Funding is to begin on or after July 1, 2014.

3. BASIS FOR RECOMMENDATION:

HUD has awarded the City of Turlock CDBG funds to carry out eligible activities that benefit low to moderate income persons.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

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

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Proposed Fiscal Year 2014-2015 will be funded with CDBG funds and have been included in the City's budget in Fund 255-41-485 funds. This activity will have no impact on the City's general fund budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Categorical Exclusion under NEPA.

7. ALTERNATIVES:

A). Council may choose not to approve the proposed funding recommendations. However, this option is not recommended as the City Housing program would not meet its HUD programmatic obligations for FY 2014-2015.

Exhibit A

City of Turlock
Community Development Block Grant (CDBG)
Proposed funding for FY 2014-2015, $62,000

#	Organization and Project Name	Funds Requested	Proposed Funding
1	Children's Crisis Center Verda's House Child Shelter Program	$10,000	$10,000
2	City of Turlock, Parks Recreation and Public Facilities Department Recreation for All Scholarship	$10,000	$10,000
3	Second Harvest Food Bank of San Joaquin & Stanislaus Counties Food Assistance	$10,000	$10,000
4	We Care Program-Turlock We Care Emergency Cold Weather Shelter	$10,000	$10,000
5	Disability Resource Agency for Independent Living Assistive Technology Program	$2,000	$2,000
6	Howard Training Center Senior Meals Program	$10,000	$10,000
	Subtotal	$52,000	$52,000
	Project Sentinel Fair Housing	$10,000	$10,000
	Total Funds Requested	$62,000	$62,000

AGREEMENT
between
CITY OF TURLOCK
And

_____

for
Public Services through the Community Development Block Grant (CDBG) Program
CONTRACT NO. 14-_____

THIS AGREEMENT is made this 10th day of June, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California, as the implementer of the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, hereinafter referred to as "CITY" and _____ hereinafter referred to as "ORGANIZATION."

W I T N E S S E T H:

WHEREAS, CITY has received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HUD Act), Public Law 93-383; and

WHEREAS, the CITY wishes to engage the ORGANIZATION to assist the CITY in utilizing such funds; and

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

1. SCOPE OF SERVICE: The ORGANIZATION will be responsible for administering a CDBG 2014-2015 _____ Public Service Program in a manner satisfactory to the CITY. The Public Service Program shall be provided in accordance with the standards required as a condition of providing these funds and in accordance with Exhibit A attached hereto and incorporated herein by reference.

(a) National Objectives: All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The ORGANIZATION certifies that the activity carried out under this Agreement will meet the National Objective specified in Exhibit A.

(b) Levels of Accomplishment-Goals and Performance Measures: The ORGANIZATION agrees to provide levels of program services specified in Exhibit A.

(c) Staffing: The ORGANIZATION agrees to provide levels of staffing for the program

OK for Agenda

as specified in Exhibit A.

(d) Performance Monitoring: The CITY will monitor the performance of the ORGANIZATION against goals and performance standards as state in Exhibit A. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the ORGANIZATION within a reasonable period of time after being notified by the CITY, contract suspension or termination procedures will be initiated.

2. COMPENSATION: ORGANIZATION shall be paid a total consideration of Thousand and no/100^{ths} Dollars ($10000), for full performance of the Public Services specified under this Agreement, in conformity with the approved program proposal and budget document which is attached to this Agreement as Exhibit A. The CITY may require a more detailed budget breakdown than the one provided in Exhibit A and the ORGANIZATION shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY. Any amendments to the budget must be approved in writing by both the CITY and the ORGANIZATION. ORGANIZATION agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Payment:

(1) Funds will be dispersed on a draw basis as costs are incurred and can be drawn at 25% or more intervals. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Exhibit A and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Exhibit A and in accordance with performance.

(2) The request for draw will be accompanied by documentation of the costs which would include such information as invoices, time cards. The request will also include data of the persons served through the program including but not limited to income, race/ethnicity, and statistics data required by HUD. First Draw can be requested after October 1, 2014. Final draw must be requested before June 15, 2015.

(3) Payments may be contingent upon certification of the ORGANIZATION'S financial management system in accordance with the standards specified in 24 CFR 84.21.

(4) ORGANIZATION shall notify CITY in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

3. TERM OF AGREEMENT. The Services of ORGANIZATION are to commence on July 1, 2014, and end on June 30, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. The point of contact for CITY shall be the City of Turlock, Housing Program Services Division, 156 South Broadway, Suite 250, Turlock, California, 95380.

4. GENERAL CONDITIONS. The ORGANIZATION agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the ORGANIZATION does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the ORGANIZATION does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The ORGANIZATION also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided for under this contract. The ORGANIZATION further agrees to

utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

(a) ORGANIZATION agrees to submit quarterly program status reports to CITY, and other reports as may be required by CITY.

(b) ORGANIZATION agrees to maintain racial, ethnic, gender, head of household and family size data showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to CITY quarterly.

(c) ORGANIZATION agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited.

(d) ORGANIZATION agrees that CITY or any authorized representative has access to and the right to examine all records, books, papers or documents related to the program/scope of services project.

(e) ORGANIZATION agrees to provide to CITY at ORGANIZATION's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by ORGANIZATION, including the distribution of Community Development Block Grant Funds for fiscal year 2014-2015 to be delivered to CITY by October 1, 2016 or within 30 days of receipt of ORGANIZATION's audited financials.

(f) ORGANIZATION hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of ORGANIZATION who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or subagreement, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

(g) The undersigned persons signing as officers on behalf of ORGANIZATION, a party to this Agreement, hereby severally warrants and represents that said persons have authority to enter into this Agreement on behalf of said ORGANIZATION and to bind the same to this Agreement, and, further that said ORGANIZATION has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

(h) CITY shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by ORGANIZATION, its staff or clientele, and ORGANIZATION hereby agrees to defend, hold harmless and indemnify CITY from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release ORGANIZATION from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

(i) Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another.

ORGANIZATION is not an employee of CITY and is not entitled to any of the rights, benefits, or privileges of CITY employees, including but not limited to medical, unemployment, or Workers' Compensation

insurance.

5. OTHER PROVISIONS.

(a) During the performance of this Agreement, ORGANIZATION agrees as follows:

(1) ORGANIZATION shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law. ORGANIZATION shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, sexual orientation, familial status, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ORGANIZATION agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) ORGANIZATION will, in all solicitations or advertisements for employees placed by or on behalf of ORGANIZATION, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(b) EQUAL OPPORTUNITY IN PARTICIPATION. Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with CITY policy and all requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR Part 570.602 issued pursuant to this section.

(c) Civil Rights

(1) Compliance. The ORGANIZATION agrees to comply with the civil rights laws of the State of California and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086

(2) Nondiscrimination. The ORGANIZATION agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

(d) BUSINESS AND EMPLOYMENT OPPORTUNITIES FOR LOW/MODERATE INCOME RESIDENTS. ORGANIZATION will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area.

(e) DRUG-FREE WORK PLACE. Organization will maintain a drug free work place and will comply with all applicable Federal, State and local laws pertaining to a drug-free work place.

(f) PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

6. CITY RECOGNITION. The ORGANIZATION shall insure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the ORGANIZATION will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

7. ADMINISTRATIVE REQUIREMENTS.

(a) Financial Management

(1) Accounting Standards. The ORGANIZATION agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilized adequate internal controls, and maintain necessary source documentation for all costs incurred.

(2) Cost Principles. The ORGANIZATION shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organization," or A-21, "Cost Principles for Educational Institutions," or A-87, "Cost Principles for State, Local and Indian Tribal Governments," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

(b) Documentation and Record Keeping.

(1) Records to be maintained. The ORGANIZATION shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity component of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(2) Retention. The ORGANIZATION shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY'S annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then

such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

(3) Client Data. The ORGANIZATION shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request. The ORGANIZATION understands that client information collected by the ORGANIZATION in performing services under this agreement is private and the use of disclosure of such information, when not directly connected to the administration of the program is prohibited.

(4) Disclosure. The ORGANIZATION understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the CITY'S or ORGANIZATION's responsibilities with respect to services provided under this contract, is prohibited by the State or Federal law unless written consent is obtained from such person receiving service and, in the case of minor, that of a responsible parent/guardian.

(5) Close-outs. The ORGANIZATION's obligation to the CITY shall no end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the ORGANIZATION has control over CDBG funds, including program income.

(6) Audits and Inspections. All ORGANIZATION records with repost to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the ORGANIZATION within 30 days after receipt by the ORGANIZATION. Failure of the ORGANIZATION to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The ORGANIZATION hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning ORGANIZATIONS audits and OMB circular A-133.

If, as a result of any audit, reveals any improper expenditures by the ORGANIZATION, its officers, agents, servants, employees and /or subcontractors, of the funds granted hereunder, and such questioned costs are disallowed under the procedures of the party by whom or on whose behalf said audit is conducted, then the amount of such disallowed cost shall constitute liquidated damages for the breach of that portion of the Agreement audited. In case of such disallowed cost, ORGANIZATION agrees to apply the CITY said sum as liquidated damages for the ORGANIZATIONS failure to perform the duties, bear the liabilities and fulfill the obligations imposed upon it by this Agreement.

(c) Reporting and Payment Procedures

(1) Program Income. The ORGANIZATION shall report to the CITY any interest or other income earned as a direct result of the use of the CDBG funds for the program outlined within this Agreement. The ORGANIZATION shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. All program income derived from the project, if any, shall revert to the CITY for use in the Community Development Block Grant program.

(2) Payment Procedures. The CITY will pay to the ORGANIZATION funds available under this Agreement based upon information submitted by the ORGANIZATION and consistent with approved budget in Exhibit A. Payments will be made for eligible expenses actually incurred by the ORGANIZATION on a reimbursement basis. The CITY shall not provide any payments in advance of actual expenditures by the ORGANIZATION. Payments will be adjusted by the CITY in accordance with program income balances available in ORGANIZATION accounts. Payment requests shall include documentation to verify that the expenditure of funds is consistent with the project description as approved. Prior to reimbursing the ORGANIZATION, the CITY will verify the ORGANIZATION has provided the required draw. Funding is contingent upon the CITY receiving Community Development Block Grant funds from HUD.

(3) Progress Reports. The ORGANIZATION shall submit regular Progress Reports to the CITY in the form, content, and frequency as required by the CITY.

(d) Procurement

(1) Compliance. The ORGANIZATION shall comply with current CITY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this Agreement.

(2) OMB Standards. Unless specified otherwise within this agreement, the ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

(3) Travel. The ORGANIZATION shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

(e) Use and Reversion of Assets.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following;

(1) The ORGANIZATION shall transfer to the CITY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

(2) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the ORGANIZATION for activities under this Agreement shall be (a) transferred to the CITY for the CDBG program or (b) retained after compensation the CITY [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

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

so obtained and approved. ORGANIZATION 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 ORGANIZATION, 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 endorsement (form CG 20 10 and 20 37), 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: ORGANIZATION 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) ORGANIZATION 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 ORGANIZATION, 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 ORGANIZATION's insurance (CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as separate Owners and Contactors Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, ORGANIZATION's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of ORGANIZATION'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 ORGANIZATION shall provide CITY with thirty (30) days' prior written notice of such action.

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

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

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

(h) Subcontractors: ORGANIZATION 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.

9. INDEMNIFICATION: CONTRACTOR shall hold harmless, defend, and indemnify, 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.

10. PERSONNEL & PARTICIPANT CONDITIONS

(a) Federal regulations

(1) Section 504. The ORGANIZATION agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federal assisted program. The CITY shall provide the ORGANIZATION with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

(b) Affirmative Action

(1) Approved Plan. The ORGANIZATION agrees that it shall be committed to carry out pursuant to the CITY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The CITY shall provide Affirmative Action guidelines to the ORGANIZATION to assist in the formulation of such program. The ORGANIZATION shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

(2) Women- and Minority-Owned Businesses (W/MBE). The ORGANIZATION will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women.. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The ORGANIZATION may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

(3) Access to Records. The ORGANIZATION shall furnish and cause each of its owned ORGANIZATIONS or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

(4) Notifications. The ORGANIZATION will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the ORGANIZATION's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. The ORGANIZATION will, in all solicitations or advertisements for employees placed by or on behalf of the ORGANIZATION, state that it is an Equal Opportunity or Affirmative Action Employer.

(6) Subcontract Provisions. The ORGANIZATION will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own ORGANIZATIONS or subcontractors.

(c) Employment Restrictions

(1) Prohibited Activity. The ORGANIZATION is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities: inherently religious activities; lobbying; political patronage; and nepotism activities.

(2) Labor Standards. The ORGANIZATION agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The ORGANIZATION agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The ORGANIZATION shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

The ORGANIZATION agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors unengaged under contracts in excess of $2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the ORGANIZATION of its obligation, if any, to require payment of the higher wage. The ORGANIZATION shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

(3) "Section 3" Clause.

a. Compliance. Compliance with the provisions of Section 3 of HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the CITY, the ORGANIZATION and any of the ORGANIZATION's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the ORGANIZATION and any of the ORGANIZATION's subrecipients and subcontractors, their successors and assigns, to those sanction specified by the Agreement through which Federal assistance is provided. The ORGANIZATION certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The ORGANIZATION further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The ORGANIZATION further agrees to ensure that opportunities for training and employment arising in

connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service are of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to residents within the service are or the neighborhood in which the project is located, and to low- and very low-income participant in other HUD programs.

The ORGANIZATION certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification. The ORGANIZATION agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts. The ORGANIZATION will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulation issued by the grantor agency. The ORGANIZATION will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(d) Conduct

(1) Assignability. The ORGANIZATION shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for many due or to become due to the ORGANIZATION form the CITY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

(2) Subcontracts

a. Approvals. The ORGANIZATION shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the CITY prior to the execution of such agreement.

b. Monitoring. The ORGANIZATION will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content. The ORGANIZATION shall cause all of the provisions of this contract in its entirety to be included in and made part of any subcontract executed in the performance of this Agreement.

d. Selection Process. The ORGANIZATION shall undertake to insure that all subcontract let tin the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

(3) Hatch Act. The ORGANIZATION agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

(4) Conflict of Interest. The ORGANIZATION agrees to abide by the provisions of 245 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The ORGANIZATION shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the ORGANIZATION shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, constant, officer, or elected or appointed official of the CITY, the ORGANIZATION, or any designated public agency.

(5) Lobbying.

The ORGANIZATION herby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;

b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification. 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.C. 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.

(6) Copyright. If this contract results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocably license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

(7) Religious Activities. The ORGANIZATION agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

11. ENVIRONMENTAL CONDITIONS

(a) Air and Water. The ORGANIZATION agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

-Clean Air act, 42 U.S.C., 7401, *et seq.*;
-Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
-Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

(b) Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the ORGANIZATION shall assure that for activities located in an area identified by the Federal emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

(c) Lead-Based Paint. The ORGANIZATION agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

(d) Historic Preservation. The ORGANIZATION agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this

agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state or local historic property list.

12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

13. SPECIAL TERMS AND CONDITIONS.

(a) It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days' written notice to the other party. However, ORGANIZATION may not terminate An Assignment of Proceeds and Grant of Lien without written consent of CITY. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

(b) Further, CITY reserves the right to terminate this Agreement upon written notification to ORGANIZATION under the following conditions:

(1) Notification by HUD to the CITY that said project is ineligible because of project location, services provided, or any other reason cited by HUD.

(2) Notification by HUD to CITY that said project is deficient and that continued support of the project is not providing an adequate level of services to low/moderate income or minority people.

(3) Written notification from HUD to CITY that the program funds made available to CITY are being curtailed, withdrawn, or otherwise restricted.

(c) CITY also reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions:

(1) Failure of ORGANIZATION to file required reports

(2) Failure of ORGANIZATION to meet project dates

(3) Expenditure of funds under this Agreement for ineligible activities, services or items

(4) Failure to comply with written notice from CITY of substandard performance in scope of services under the terms of this Agreement.

14. OBLIGATIONS OF ORGANIZATION: Throughout the term of this Agreement, ORGANIZATION shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. ORGANIZATION 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. ORGANIZATION further warrants 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.

15. 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.

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

17. 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 ORGANIZATION: _____
_____
_____
PHONE: _____
FAX: _____

for CITY: **CITY OF TURLOCK**
ATTN: MANAGER
HOUSING PROGRAM SERVICES DIVISION
MAILING: 156 SOUTH BROADWAY, SUITE 250
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5610
FAX: (209) 665-5120

18. SECTION HEADINGS AND SUBHEADINGS

The section heading and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

19. WAIVER

The CITY's failure to act with respect to a breach by the ORGANIZATION does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

20. ENTIRE AGREEMENT

The agreement constitutes the entire agreement between the CITY and the ORGANIZATION for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the ORGANIZATION with respect to this Agreement.

[NOTE: For the above sections, if the ORGANIZATION is a government or quasi-government agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative

Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by and through their respective officer's thereunto duly authorized by a motion approved by the Turlock City Council on June 10, 2014.

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie Weaver, City Clerk

_____

By: _____

Title: _____

Print Name: _____

Date: _____

_____

Phone:
Fax:

55

Council Synopsis

June 24, 2014

From: Michael Cooke, Municipal Services Director

Prepared by: Jennifer Land, Executive Administrative Assistant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a special services agreement with Itron for water analytics software and service related to the automatic meter reading system, at no cost to the City

2. DISCUSSION OF ISSUE:

In April 2006, The City of Turlock entered into an agreement with Itron to implement a fixed network automatic meter reading system. This current system allows for water consumption data to be transmitted electronically from the customer's equipment location to the City's utility billing system.

The new water analytics software manages, analyzes, and stores data collected with the automatic meter reading system. The new software will provide enhanced tools and features associated with customer service, conservation management, trending and forecasting, and revenue protection. These tools will improve asset management, reporting functions, and operational efficiency.

Itron is willing to provide the City with the water analytics software and service, at no cost for two years on the condition that the City provides Itron with the City's utility billing customer data. Itron is requesting such data to assist with product demonstration and testing. Customer data will be provided to Itron in a secure manner. All personal information such as names, social security numbers, and telephone numbers will be protected and not included as part of the requested / provided data.

3. BASIS FOR RECOMMENDATION:

A. The water analytics software is compatible with our existing system and will improve customer service, conservation, asset management, reporting functions, and operational efficiency.

B. The water analytics software and service is provided free of charge for two years.

C. Itron will be able to improve their products and services by being able to test them, using actual water use data from a "real" customer.

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:
There is no cost to the City for two years. Should the City decide to maintain the water analytics software and service, the estimated expense at year three will be approximately $34,000.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Do not approve this agreement. This alternative is not recommended. The new software will enhance data collection, customer service, and operational efficiency related to the automatic meter reading system.

Itron, Inc.
2111 North Molter Road
Liberty Lake, WA 99019

ITRON CLOUD SERVICES AGREEMENT

This Itron Cloud Services Agreement (the "***Agreement***") is entered into as of the last date of execution on the signature page hereto (the "***Effective Date***") by and between Itron, Inc. ("***Itron***") and the City of Turlock ("***Customer***"). Itron and Customer may each be referred to as a "***Party***" and together as the "***Parties***."

The Parties agree as follows:

1. Cloud Service Terms

a. Access to Cloud Service.

Subject to the terms of this Agreement, Itron grants to Customer, for its internal business purposes only, the non-transferrable, non-exclusive right to access and use the service identified on Attachment A (the "***Cloud Service***") in accordance with the service levels attached hereto as Attachment B (the "***Service Levels***") and the service terms attached hereto as Attachment C (the "***Service Terms***").

b. Use Restrictions.

Customer is responsible for maintaining the confidentiality of all information required to access the Cloud Service and for the activities of its employees or representatives that access the Cloud Service. Customer will not (i) access or use the Cloud Service other than in accordance with the Cloud Service documentation; (ii) reverse engineer the software underlying the Cloud Service; (iii) engage in any activity that interferes with or disrupts the Cloud Service or any servers or networks connected to the Cloud Service; (iv) allow a third party to access the Cloud Service or operate the Cloud Service for the benefit of a third party, including as a service bureau; (v) modify or create derivative works based on the Cloud Service; or (vi) use the Cloud Service in a manner that violates any law or regulation or the rights of any third party.

c. Cloud Service Term.

Itron will make the Cloud Service available to Customer for an initial one-year period beginning on the Effective Date. Thereafter, Itron shall provide the Cloud Service for successive one-year periods unless the Cloud Service is terminated in writing by either Party at least 90 days prior to the end of the then-current one-year period.

d. Invoicing.

Itron shall invoice Customer for the initial annual Cloud Service fee identified on Attachment A immediately following the Effective Date. Thereafter, Itron shall invoice Customer for each successive one-year period prior to the commencement of such period. Itron may elect to increase the annual fee for any successive annual period by providing Customer with written notice of such increase at least 90 days prior to the commencement of such period.

e. Customer Data.

Customer retains all right, title and interest in and to any electronic data or information contained in any database, table or similar file or document provided by Customer for use in connection with any Cloud Service (the "***Customer Data***"). Customer grants to Itron a license to use the Customer Data to the extent necessary for Itron to provide the Cloud Service, or as required by law. In addition, Customer grants to Itron a license to use the Customer Data for Itron to conduct product demonstrations and evaluations with or for other Itron customers or potential customers. Customer is solely responsible for the Customer Data, including providing the Customer Data required for proper operation of the Cloud Service, and will not provide, post or transmit any Customer Data or any other information or material that: (i) infringes or violates the rights of any third party or any law or regulation or (ii) contains any virus or programming routine that has the effect of damaging, surreptitiously intercepting or expropriating any system, data or personal information. Itron may take any remedial action it deems advisable to address any violation of this Section but Itron is under no obligation to review Customer Data for accuracy or potential liability. Customer agrees to indemnify Itron for any loss or damage suffered by Itron in connection with Customer's breach of its obligations under this Section.

f. Service Levels

Itron agrees to make commercially reasonable efforts to: (i) maintain Appropriate Security Measures (defined below); (ii) provide regular backups for the Customer Data as further described in the Terms of Service; and (iii) make the Cloud Service generally available 24 hours a day and 7 days a week except for (y) planned downtime in accordance with the Terms of Service and (z) downtime caused by circumstances beyond Itron's reasonable control, including telecommunications or network failures or delays, computer failures that could not reasonably have been prevented by Itron or acts of vandalism (e.g., network intrusions and denial of service attacks). Itron's sole obligation, and Customer's exclusive remedy, in connection with a breach of any obligation of Itron with respect to the performance or availability of the Cloud Service shall be for Itron, at its option, to correct the failure or to refund to Customer the amount paid for the Cloud Service for the period in which it was affected. Customer's subscription to the Cloud Service shall terminate upon its receipt of any such refund. "***Appropriate Security Measures***" means customary technical, physical and procedural controls to protect Customer Data against destruction, loss, alteration, or unauthorized disclosure to third parties. Customer acknowledges that, notwithstanding Appropriate Security Measures, use of or connection to the Cloud Service presents the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Cloud Service and Customer Data. Accordingly, Itron does not guarantee the privacy, security or authenticity of any information stored in connection with or transmitted to or from any Cloud Service.

g. Federal Communications Commission ("FCC") Licensed Facilities

OK for Agenda

Customer acknowledges and agrees that Itron maintains the exclusive right to operate and control any Federal Communications Commission ("FCC") licensed facilities involved in the provision of services, including the transmitter and other components that produce RF energy (e.g. Itron Cell Control Units, Endpoints, etc.). Itron will make all decisions regarding any FCC licenses used to implement the Cloud Services provided for by this Agreement, including the preparation and filing of applications with the FCC.

2. Payment Terms and Taxes.

For invoices not paid within 30 days of the invoice date, in addition to other remedies to which Itron may be entitled, Itron may charge Customer a late fee of one percent per month applied against overdue amounts. Customer shall also be responsible for collection costs associated with late payment, if any, including reasonable attorneys' fees. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall be construed as an accord or satisfaction. Unless otherwise indicated on Attachment A, Customer shall pay all amounts owing under this Agreement in U.S. Dollars. The prices set forth on Attachment A do not include taxes. Customer will be responsible for and pay all applicable sales, use, excise, value-added and other taxes associated with the provision of products or services by Itron, excluding taxes on Itron's income generally. If Customer is a tax exempt entity, or pays taxes directly to the state, Customer will provide Itron with a copy of its Tax Exemption Certificate or Direct Pay Permit, as applicable, upon execution of this Agreement.

3. Changes.

Changes to the products or services ordered by Customer pursuant to this Agreement, including the purchase of additional quantities or entirely new products or services, may be made at Itron's then-current pricing by purchase order or Change Order (in a form acceptable to Itron), provided that any such purchase order must first be accepted by Itron.

4. Confidentiality.

With respect to any information supplied in connection with this Agreement and designated by either Party as confidential, or which the recipient should reasonably believe to be confidential based on its subject matter or the circumstances, the recipient agrees to protect the confidential information in a reasonable and appropriate manner, and to use and reproduce the confidential information only as necessary to realize the benefits of or perform its obligations under this Agreement and for no other purpose. The obligations in this Section will not apply to information that is: (i) publicly known; (ii) already known to the recipient; (iii) lawfully disclosed by a third party; (iv) independently developed; or (v) disclosed pursuant to a legal requirement or order. The recipient may disclose the confidential information on a need-to-know basis to its contractor's, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms. The parties acknowledge and agree that any software provided by Itron in connection with this Agreement shall be considered the confidential information of Itron.

5. IP Ownership.

Between Itron and Customer, all patents, copyrights, mask works, trade secrets, trademarks and other proprietary rights in or related to any product, software or deliverable provided by Itron pursuant to this Agreement are and will remain the exclusive property of Itron. Any modification or improvement to an Itron product or deliverable that is based on Customer's feedback shall be the exclusive property of Itron. Customer will not take any action that jeopardizes Itron's proprietary rights nor will it acquire any right in any such product, software or deliverable or Itron's confidential information other than rights granted in this Agreement.

6. Indemnification

a. General Indemnity.

Itron will defend Customer from any third party claim for (i) wrongful death of or bodily injury to the extent caused by Itron's gross negligence or intentional torts, or (ii) physical damage to tangible personal property to the extent caused by Itron's gross negligence or intentional torts and will pay costs and damages awarded against Customer in any such claim that are specifically attributable to Itron's gross negligence or intentional torts or those costs and damages agreed to by Itron in a monetary settlement of such claim.

b. Infringement Indemnity.

Itron will defend, at its own expense, any action brought against Customer by an unaffiliated third party to the extent that the action is based upon a claim that any product manufactured, software licensed or service provided by Itron hereunder directly infringes any U.S. patent (issued as of the Effective Date) or any copyright or trademark and Itron will pay those costs and damages awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to by Itron in a monetary settlement of such action. The foregoing indemnity does not apply to products not manufactured by Itron or software licensed by third parties.

c. Conditions to Infringement Indemnity.

Itron's infringement indemnity obligations under this Section are conditioned on Customer's agreement that if the applicable product or service becomes, or in Itron's opinion is likely to become, the subject of such a claim, Customer will permit Itron, at Itron's option and expense, either to procure the right for Customer to continue using the affected product or service or to replace or modify the same so that it becomes non-infringing. Such replacements or modifications will be functionally equivalent to the replaced product or service. If the foregoing alternatives are not available on terms that are reasonable in Itron's judgment, Itron shall have the right to require Customer to cease using the affected product or service in which case Itron will refund to Customer the depreciated value of the affected product or service.

d. Exclusions.

Itron shall have no obligation under this Agreement to the extent any claim of infringement or misappropriation results from: (i) use of a product or service, other than as permitted under this Agreement or as intended by Itron, if the infringement would not have occurred but for such use; (ii) use of any product or service in combination with any other product, equipment, software or data, if the infringement would not have occurred but for such combination; (iii) any use of any release of a software or any firmware other than the most current release made available to Customer, (iv) any claim based on Customer's use of a product after Itron has informed Customer of modifications or changes to the product required to avoid such claims and offered to implement those modification or changes, if such claim would have been avoided or mitigated by the implementation of Itron's suggestions, (v) any modification to a product made by a person other than Itron or an authorized representative of Itron, or (vi) compliance by Itron with specifications or instructions supplied by Customer. Itron shall not be liable hereunder for enhanced or punitive damages that could have been avoided or reduced by actions within the control of Customer.

e. Right to Defend.

As a condition to Itron's indemnity obligations under this Agreement, Customer will provide Itron with prompt written notice of the claim, permit Itron to control the defense or settlement of the claim and provide Itron with reasonable assistance in connection with such defense or settlement. Customer may employ counsel at its own expense to assist it with respect to any such claim.

f. Indemnity Disclaimer

THIS SECTION CONSTITUTES ITRON'S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST CUSTOMER.

7. Warranty Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ITRON DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS INCLUDING, WITHOUT LIMITATION, (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND AGAINST INFRINGEMENT AND (III) WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD.

8. WAIVER OF CONSEQUENTIAL DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR COVER OR FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOSS OR CORRUPTION OF DATA OR LOSS OF REVENUE, SAVINGS OR PROFITS) OR EXEMPLARY DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ITRON'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

9. CAP ON LIABILITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR A BREACH BY CUSTOMER OF (I) ANY INTELLECTUAL PROPERTY RIGHT OF ITRON OR (II) ANY LICENSE GRANTED BY ITRON HEREUNDER, THE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES, ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT—WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE—SHALL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE HEREUNDER. ITRON SHALL NOT BE LIABLE FOR ANY CLAIM MADE THE SUBJECT OF A LEGAL PROCEEDING MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION ASSERTED IN SUCH CLAIM AROSE. ITRON'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

10. Term and Termination

a. Term of Agreement.

Unless terminated earlier as provided herein, the term of this Agreement shall be from the Effective Date through May 31, 2016. Thereafter, the Parties may renew this Agreement for successive one-year periods upon mutual written agreement. Notwithstanding the foregoing, the term of any license provided to Itron hereunder, including the license to use the Customer Data for demonstration and evaluation purposes, shall continue indefinitely.

b. Termination for Cause.

Other than Customer's nonpayment which shall constitute a breach of this Agreement if full payment is not received within five (5) days of written notice, either Party may terminate this Agreement by providing the other Party with written notice if the other Party (i) becomes insolvent, executes a general assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings; (ii) breaches its obligations related to the other Party's confidential information; or (iii) commits a material breach of this Agreement that remains uncured for 30 days following delivery of written notice of such breach (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement that are in breach or default and the action required to cure the breach or default).

c. Survival.

Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration and continue in full force and effect for the period so contemplated including, but not

limited to, provisions relating to warranties and warranty disclaimers, intellectual property ownership, payment terms, confidentiality, waiver of consequential damages, and cap on liability.

11. Miscellaneous

a. Entire Agreement.

This Agreement and any attachments hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements pertaining to such subject matter. All prior agreements, representations, warranties, statements, negotiations, understandings, and undertakings are superseded hereby and Customer represents and acknowledges that it has not relied on any representation or warranty other than those explicitly set forth in this Agreement in connection with its execution of this Agreement. Neither Party shall be bound by terms and conditions imprinted on or embedded in purchase orders, order acknowledgments, statements of work not attached hereto or other communications between the Parties subsequent to the execution of this Agreement.

b. Amendments and Waivers.

Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only by a writing signed by an authorized representative of each Party and declared to be an amendment hereto. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

c. Governing Law; Jury Trial.

This Agreement and performance hereunder will be governed by and construed in accordance with the laws of the State of Washington without reference to Washington conflicts of law principles or the United Nations Convention on Contracts for the Sale of Goods. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT.

d. Assignment.

Customer may not assign or transfer its interests, rights or obligations under this Agreement by written agreement, merger, consolidation, operation of law or otherwise without the prior written consent of an authorized executive officer of Itron. Any attempt to assign this Agreement by Customer shall be null and void. For purposes of this Agreement, the acquisition of an equity interest in Customer of greater than 25 percent by any third party shall be considered an assignment.

e. Publicity.

Unless otherwise provided in a separate confidentiality agreement between the Parties, each Party may issue a press release following the execution of this Agreement, subject to the other Party's written approval, which shall not be unreasonably withheld. Each Party hereby consents to the other Party's use of its name, URL and logo on its website and in its customer and partner lists for corporate and financial presentations.

f. Force Majeure.

Except for monetary obligations hereunder, neither Party will be responsible for any failure or delay in performing any obligation hereunder if such failure or delay is due to a cause beyond the Party's reasonable control, including, but not limited to acts of God, flood, fire, volcano, war, terrorist threats or actions, third-party suppliers, telecommunications or network failures or delays, computer failures, acts of vandalism (including network intrusions and denial of service attacks), labor disputes or governmental acts.

g. Notices.

Any notice required or permitted under this Agreement or required by law must be in writing and must be delivered in person, by facsimile, by certified mail (return receipt requested), or by a nationally recognized overnight service with all freight charges prepaid, to the address set forth below. Notices will be deemed to have been given at the time of actual delivery, if in person, or upon receipt (as evidenced by facsimile confirmation, return receipt or overnight delivery verification). Either Party may change its address for notices by written notice to the other Party in accordance with this Section.

Itron:	Attn: General Counsel Itron, Inc. 2111 North Molter Road Liberty Lake, WA 99019	Customer:	Attn: City of Turlock Municipal Services Department 156 South Broadway, Suite 270 Turlock, CA 95380-5454

h. Miscellaneous.

Headings used in this Agreement are intended for convenience or reference only and will not control or affect the meaning or construction of any provision of this Agreement. If any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby and such provision shall be interpreted so as to best accomplish the intent of the Parties within the limits of applicable law. Any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement shall not apply to the terms and conditions of this Agreement. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. If available, maintenance and

support for products will be provided pursuant to a separate maintenance agreement. Itron shall perform all work to be performed in connection with this Agreement as an independent contractor and not as the agent or employee of Customer. All persons furnished by Itron shall be for all purposes solely Itron's employees or agents and shall not be deemed to be employees of Customer for any purpose whatsoever. This Agreement is entered into only for the benefit of Customer and Itron. No other person or entity shall have the right to make any claim or assert any right hereunder, and no other person or entity shall be deemed a beneficiary of this Agreement.

[Signature Page Follows]

Agreed to and accepted:

Itron, Inc.	**City of Turlock**
Signature:_____	Signature:_____
Print Name: _____	Print Name: _____
Title:_____	Title:_____
Date: _____	Date: _____

Tax Exempt: Yes / No (if yes, attach copy of Tax Exemption Certificate)

[Signature Page to Cloud Services Agreement]

Attachment A

Pricing Summary

Itron

Electric/Water/Gas
Information collection, analysis and application

2111 N. Molter Rd.
Liberty Lake, WA 99019
fax: 866-767-6910
www.itron.com

Pricing Summary for

City of Turlock, CA

BMR# 5569-14 Ver1 Mar
March 26, 2014

Item	Category	Description	Qty	Unit Price	City of Turlock Price	Extended Price	Notes
Software							
1	Software	Itron Analytics Software, Up to 25,000 ERT's	1	$20,000.00	$0.00	$0.00	
		Software Total				**No Charge**	
Professional Services							
2	Professional Services	Project management, implementation, engineering services, and training	1	$16,530.00	$0.00	$0.00	*(1)*
3	Professional Services	Hosted Analytics Configuration & Training	1	$14,000.00	$0.00	$0.00	*(1)*
		Professional Services Total				**$0.00**	
Itron Cloud Services							
4	One-time fee	Initial set-up & server fees	1	$3,632.00	$0.00	$0.00	*(2)*
				Monthly Fee	**Monthly Fee**	**Annual Fee**	
5	Annual Services	Itron Managed Services		$2,051.00	$0.00	$0.00	*(2)*
		Itron Cloud Services Setup and First Year Total				**No Charge**	
		Software, Professional Services and Itron Cloud Services Total				**$0.00**	
Year 2 Itron Cloud Services				**Monthly Fee**	**Monthly Fee**	**Annual Fee**	
6	Annual Services	Itron Managed Services	1	$2,153.55	$0.00	$0.00	
		Year 2 Itron Cloud Services Total				**$0.00**	
Year 3 Itron Cloud Services				**Monthly Fee**	**Monthly Fee**	**Annual Fee**	
7	Annual Services	Itron Managed Services	1	$2,261.23	$2,261.23	$27,134.73	*(2-3)*
		Year 3 Itron Cloud Services Total				**$27,134.73**	
Year 1 Annual Maintenance							
8	Maintenance	Itron Analytics Software, Up to 25,000 ERT's	1	$6,000.00	$0.00	No Charge	*(4)*
Year 2 Annual Maintenance							
9	Maintenance	Itron Analytics Software, Up to 75,000 ERT's	1	$6,240.00	$0.00	No Charge	*(4)*
Year 3 Annual Maintenance							
10	Maintenance	Itron Analytics Software, Up to 200,000 ERT's	1	$6,489.60	$6,489.60	$6,489.60	*(4)*

Notes and Assumptions

(1) Professional Services price is based on a 2 month project duration. Travel and expenses are included. City of Turlock is responsible for billing interface development.
(2) Itron Cloud Services pricing and system sizing is based upon a maximum of 5 collectors, 18,500 ERT's and 2 years storage of 60 minute interval data.
(3) Itron Cloud Services are offered for a minimum term of 12 months and will be invoiced in Year 3.
(4) Itron is waiving Annual Maintenance in Year 1-2.
Should the City of Turlock in Year 3 continue to use Analytics software the above estimated Year 3 Annual Maintenance will apply. This price is an estimate only and is subject to change.
(5) Taxes are not included. Prices are in US dollars. Prices are valid for 90 days.

Attachment B

Service Levels

Attachment B

Service Levels

This document describes available Service Levels for the Itron Cloud Services. Service Levels are levels of performance intended to be performance goals that Itron shall make commercially reasonable efforts to attain and maintain during the Term.

The Itron Cloud Services meets Customer business needs by offering a variety of applications and scalable services for gradual deployment increases. Additionally, Itron can implement systems in an Itron-owned data center or in a qualified third-party private data center to meet Customer business requirements. Itron's data centers are state-of-the-art facilities designed to manage and secure both systems and data for utilities of all sizes and with a variety of business needs.

1 Data Center Specifications

Itron data centers operate according to the following standards:

Criteria	Service Level Standards
Physical Security	• Itron manages a stringent multi-layered security control procedure • 24 x 7 security monitoring • Individual user badges and photo ID access cards required to enter datacenter area
Uninterruptible Power Supply (UPS) and Backup Power Generation	• Redundant electrical design and distribution, including redundant UPS and battery backup • Automatic Transfer Switches ensure smooth transition to backup power • 24-hour backup generator
HVAC	• Temperature of 68 degrees +/- 6 degrees • Humidity at 50% +/- 10%
Fire Control	• Dry-piped, double-interlocked, pre-action fire protection system
Certification	• ISO 9001, ISO 27001
Operations Coverage	• Mon-Fri, 2AM-5PM PST • Additional coverage available as an optional service
Virtualization and Clustering	• Clustered enterprise level servers to allow for additional resource availability in case a server encounters an issue
Server Uptime	• Defined by Customer Service Level

2 Network Infrastructure Details

Itron data centers provide the following network infrastructure:

Item	Description
Connections to Internet	• Two redundant 20 MBit lines from two separate providers
Routers	• Redundant enterprise class
Firewalls	• Redundant enterprise class
Intrusion Detection and Prevention	• Dedicated intrusion prevention system utilizing Global Correlation

3 Backup and Recovery Specifications

Item	Description
Databases	• Nightly backups • Stored on separate server • Weekly backup to removable media and stored off-site
System and File Backups	• Changes to system/data drives are written to removable media nightly • Application installations are backed up before and after a change is made to the system or configuration
Removable Media Storage	• Weekly backup written to removable media remain on site and are overwritten after 7 days • Weekly backups to removable media are stored offsite for 2 weeks • Monthly backups to removable media are stored off site for 13 months
System Recovery	• If recovery from a hardware failure is required Itron maintains maintenance contracts for all equipment with 7 days a week, 4 hour response times from all 3rd party vendors. Using on-site backups systems can be recovered as quickly as specified by service level terms.

4 Service Provision Matrix – Service Level Selected by Customer

Itron offers three service levels to best suit Customer's business and operational requirements. Unless otherwise agreed, the service levels are as follows: Silver for a test system, Gold for a production system and Platinum for a custom system.

Three Tiered Service Levels: Silver, Gold, and Platinum

Features	Silver	Gold	Platinum
Account Management:			
Change Control Services	X	X	X
Anti-Virus Management Services	X	X	X
24 x 7 Server Monitoring	X	X	X
Database Optimization	X	X	X
Firewall Log Monitoring	X	X	X
Daily Database Backups	X	X	X
Once Weekly Backup to Offsite Storage	X	X	X
7am-5pm Pacific Time Business Day Cloud Service Availability Monitoring	X	X	X
2am-6pm Pacific Time Business Day Cloud Service Availability Monitoring		X	X
KPI Reporting		X	X
KPI+ Reporting			X
24 x 7 Application Availability Monitoring			X
Quarterly Status Meetings			X
Facilities Options and Service Level Applicability			

Features	Silver	Gold	Platinum
Itron-Owned	X	X	X
Qualified Third-Party Private Data Center			X

5 Service Level Feature Descriptions

The following are descriptions of various features listed above. Please use the table above to identify which items apply to the selected service level.

5.1 Change Control Services:

Itron Cloud Services employs a change control process to all systems in a production state. Any proposed change to a production system must complete the following process before change is allowed.

- Submit formal written description of the proposed change. Description to include the following information:
  - Description of change
  - Date and time of change
  - Purpose for change
  - Potential risks
  - Preventative actions
  - Contingencies
  - Communication plan
  - Project plan;
- Submitted change control requests are reviewed and approved during weekly scheduled change control board meetings; and
- Submitted change control requests are managed by the change control board administrator. Change requests are archived for one year.

5.2 Anti-Virus Management Services:

Deploy, configure, update and manage antivirus tool providing virus and malware protection to all systems. Itron will analyze any Anti-Virus related issue(s) and address it in accordance with standard operating procedures based on defined severity level.

5.3 24 x 7 Server Monitoring:

Itron Cloud Services provides 24 hour monitoring of infrastructure services and components.

- Alarms set for critical thresholds.
- Automated notification to Itron Cloud Services when threshold is exceeded.

5.4 Database Optimization:

Continuous monitoring of the database performance to find and correct problematic SQL statements to ensure optimum performance in terms of resources utilization, I/O rates and proper indexing. Implementation and management of database error logging to monitor, log, notify and effectively resolve any exemption triggered by the application. Notifications are sent to the senior database administrator for investigation.

5.5 Firewall Log Monitoring:

Firewall logs are monitored and reviewed for security threats and addressed appropriately. Itron Cloud Services collects all logging and netflow information from the security devices. The collected data is then parsed to identify potential attacks. Reports on a daily basis that include network events and incidents.

5.6 Daily Database Backups:

Daily system and database backups are performed on all systems and stored on a separate server. System backups and snapshots are taken after any change to the system. A minimum of three backups are kept onsite. Database transaction logs are backed up at least three times a day.

Databases are backed up using SQL or Oracle backup tasks. Complete VM backups are also taken daily on a separate server to add additional layer of security to protect from any failure in database backup process.

5.7 Once Weekly Backup to Offsite Storage:

Weekly backup are taken on removable media and securely stored off-site for a minimum of 12 months with a qualified third party vendor.

Backups are tracked using a stringent removable media exchange and storage procedure. End of life media is shredded to ensure data security.

5.8 Application Availability Monitoring:

Application Availability is monitored and maintained based on customer service level for three service levels described below:

Service Level	Monitoring Window
Silver	7am-5pm Pacific Time during business days
Gold	2am-6pm Pacific Time during business days and weekends (holidays excluded)
Platinum	24 x 7 x 365

5.9 KPI Reporting

KPI reporting will be made available to include the following:

- Infrastructure Uptime
- Application Availability

5.10 KPI+ Reporting

KPI reporting will be made available to include the following:

- System Changes and Updates
- Listing of Issues by Severity

5.11 Quarterly Status Meetings

Quarterly status meeting will be scheduled with the customer to review system status, open issues, and future planning.

6 Security

ISO27001 Certification:

Itron Cloud Services are ISO27001 Certified.

Itron Data Center Security:

Itron ensures security and redundancy across its operations to provide high levels of security for both the physical and electronic network infrastructure. The network is designed to ensure the availability, integrity and confidentiality of Customer data. Security features are designed to deter, detect, and deny access to unauthorized parties.

The physical structure maintains stringent physical security policies and controls access to the data center. The first layer of security includes photo ID proximity access cards. Proximity card reader devices are located at major building entry points at the Itron data center. Access to data center controls is restricted to select employees. All perimeter doors are alarmed and monitored. Authorized customers and vendors are only allowed into the data center with an escort. The access control system continuously monitors and logs all entries. Access records are stored for reference.

- Guarded Premises
  - On-premise security guards monitor all traffic and ensure that entry processes are correctly followed.
- Photo ID Card
  - Photo ID card is required on Itron premise and to gain access into the Itron data center.
- Video Surveillance
  - The data center maintains video surveillance cameras at building entry points and other secured areas within the perimeter. Video is monitored and stored for review.

Network Security:

Itron's networks are protected using redundant enterprise-class firewalls. Firewall rules are specific with respect to address and destination port and are custom-configured for each system. In addition, Internet-facing servers reside in a DMZ.

System Management:

Itron's experienced professionals configure all customer systems to use enterprise-class storage and RAID configurations to ensure redundancy, security and high performance levels.

Itron utilizes the appropriate enterprise-class operating system specified by product specifications. Appropriate patches are installed as required, using automatic and manual implementation methods.

Access Management:

Role-based security is used to limit and control access. Only those given access by agreement or written approval are granted access to the system at the defined level. Active Directory is used when appropriate. Itron Cloud Services utilize domain forest trusts. Proprietary private message queues are used for customers. Group policies ensure product services are running and proper rights are enforced.

Strong password rules are incorporated. Strong passwords have the following characteristics:

- At least eight characters
- Lower and upper case characters
- One special character and one number

7 Service Level Standards

Service Level	Silver (M-F 7A-5P)	Gold (Su-Sa 7A-5P)	Platinum (24x7)
Infrastructure Up Time:			
Itron Owned Data Center Up Time	99.99%	99.99%	99.99%
3rd Party partner Private Data Center Up Time	NA	NA	99.99%
Product:			
Cloud Service Availability	98%	99%	99.9%
Business Continuity and Recovery: (After identification of issue)			
On Site Recovery Time for restore from on-site backup (hrs)	8	4	2
On Site Recovery Time for backup restore from Off-Site backup (hrs)	24	12	8
On Site Recovery Time for hardware failure (hrs)	24	12	8
Cold Off-Site Disaster Recovery Time (days) included in base price	16	16	16
Warm Off-Site Disaster Recovery Time (hrs) -optional	N/A	72	72
Hot Off-Site Disaster Recovery Time (hrs) - optional	N/A	N/A	TBD

7.1 Infrastructure Up Time

Up Time is defined as Customer and its Authorized Users being able to ping the Production System. Calculation of Up Time shall not include scheduled maintenance periods or outage time caused by declarations of force majeure or access denied due to Customer's Internet Service Provider (ISP) or internet network failures.

7.2 Application Availability

Available is defined as Customer and its Authorized Users being able to access the Production System. Availability to connect will be measured by the Cloud Service presenting its initial window to the Customer and its Authorized Users. Bugs that inhibit Cloud Service functionality but still allow application to launch shall not be counted against availability. Calculation of Availability shall not include scheduled maintenance periods or outage time caused by declarations of force majeure or access denied due to Customer's ISP or internet network failures.

7.3 Disaster Recovery:

Itron includes cold site recovering in their standard Service Level offerings. Other disaster recovery options above the standard approach are available upon mutual written agreement between the parties.

Cold Site:
A cold site is a disaster recovery plan that is enacted when necessary. Itron has made arrangements for access to recovery sites with qualified third party infrastructure services.

Available Site Recover Options

Warm Site:
A warm site is a hot site without data replication. That is, a warm site offers access to space, utilities and equipment, but requires current backups be installed, and systems and services brought online to become operational. A warm site may be a complete duplicate of an original site, but will typically provide only a subset of mission-critical equipment, services and data. A warm site works for businesses or organizations that can tolerate one or two days of downtime, which represents the typical delay between when a primary site goes down and a recovery site comes up.

Hot Site:
A hot site is a full or partial duplicate for a primary IT operation, including complete computer systems and near-real-time backups for systems, applications and data. In its most expensive form, mirroring software is used to keep a hot backup site and a primary site synchronized. A hot site is used when an organization can tolerate little or no downtime. Switchover typically takes no more than a few hours, and may occur more quickly than that.

8 Technical Support

8.1 Support Services

Itron will make available qualified technical representatives by telephone, email or other remote means during its then-current normal business hours to assist Customer Coordinators (defined below) with the operation of and answer questions related to the Cloud Services. Such technical support shall include, but is not limited to, troubleshooting, problem diagnosis, release or system management, and recommendations for fully utilizing the Cloud Services. Itron's current Support Services contact and support hours are described in the "Itron Supports Services Contacts" document (the "***Contacts Document***"), which can be obtained by calling (877) 487-6602. Consistent with this Section 8.2 below, Customer will not use Support Services technical representatives in lieu of having qualified and trained support personnel of its own.

8.2 Customer Coordinators and Service Requests

Customer will identify no more than 2 supervisory level employees (each a "***Customer Coordinator***") for the Cloud Services to serve as administrative liaisons to Itron for all matters pertaining to the Support Services for such product line. Customer Coordinators shall report problems with the Cloud Services (each such report, a "***Service Request***") as soon as practicable for entry into Itron's support tracking system. Before a Customer Coordinator interfaces with Itron, he or she will attend Itron training sessions, at Customer's expense, to ensure that he or she is (a) knowledgeable about the operation of the Products, and (b) qualified to perform problem determination and remedial functions with respect to the Products. The costs of all training sessions will be at Itron's then-current rates. Customer will be solely responsible for all travel and other expenses incurred in connection with such training sessions. If Itron notifies Customer that additional training is necessary, Customer will promptly ensure that all applicable employees and/or Customer Coordinators receive such training.

8.3 Fixes

Itron shall make commercially reasonable efforts to provide Fixes for Errors identified in a Service Request in accordance with the Response Time, Effort Level, and Escalation Path guidelines outlined below for the applicable Severity Levels identified therein. Itron's obligations with respect to the applicable Response Time, Effort Level, and Escalation Path are contingent upon Customer (i) devoting the same level of effort to resolving the Error as is required of Itron, (ii) responding to requests made by Itron within the applicable Response Time, and (iii) assigning its most qualified personnel to help Itron address the Error. As used in this Section, (y) the term "Fix" means a correction of an Error, including a work-around, in order for the Cloud Service to function in accordance with the applicable published Itron specifications and (z) the term "Error" means a failure of the Cloud Service to substantially comply with the applicable published Itron specifications.

Severity Level	Response Times	Effort Level and Escalation Path
Severity Level 1. An Error, reported by *phone contact, for which there is no work-around, which causes the Cloud Service to be unavailable. *Severity 1 errors must be reported by phone to initiate the Severity 1 response process. Service Requests initiated by email or web interface are logged as a Severity 3 until reviewed by Itron Technical Support Services and validated as a higher priority.	During after-hour periods, Itron will respond to a critical support voice messages within 15 minutes by a return call to Customer, which will validate receipt of the critical support call and begin the Service Request process. During regular business-hours Itron will begin the Service Request process during the initial call. Following the start of the Service Request process Itron will respond to Customer within 4 business hours with an initial response. Following the initial response to the Service Request, Itron will update Customer at three-hour intervals each day for unresolved Service Requests, or as otherwise agreed by the Parties. Customer will respond to an Itron inquiry or request within three hours.	Itron will make diligent efforts on a 24x7 basis*, or as otherwise agreed by the Parties. A Service Request shall be escalated to Itron's Technical Support Services Management Team if a Fix is not provided within 1 business day of Itron's receipt of the Customers call and creation of the Service Request. *24X7 support for Severity Level 1 Errors is not currently available for Itron Meter Products, Energy Forecasting and Load Research Products, and Distribution Products.
Severity Level 2. An Error other than a Severity Level 1 Error for which there is no work-around that results in a loss of access to the Cloud Service or that causes features of the Cloud Service to not work. *Severity 2 errors must be reported by phone to initiate the Severity 2 response process. Service Requests initiated by email or web interface are logged as a Severity 3 until reviewed by Itron Technical Support Services and validated as a higher priority.	Itron will respond to the Customer within 1 business day and will update the Service Request at least every other day. Customer will respond to an Itron inquiry or request within 1 business day.	Itron will make diligent efforts during normal business hours. Service Requests shall be escalated to Itron's Technical Support Services Management Team if a Fix is not provided within 3 business days of Itron's receipt of the Customers call and creation of the Service Request.
Severity Level 3. An Error other than a Severity Level 1 or Severity Level 2 Error that has a material impact on the functionality of the Cloud Service (e.g., a feature is not working as documented but a work-around is available and significant business functions are not materially impaired).	Itron will respond to the Service Request within 2 business days.	Itron will have technical representatives make diligent efforts during normal business hours.

Severity Level	Response Times	Effort Level and Escalation Path
Severity Level 4. An Error other than a Severity Level 1, Severity Level 2 or Severity Level 3 Error.	Itron will respond to the Service Request within 3 business days, or as otherwise agreed by the Parties.	Itron will have its support representatives devote commercially reasonable efforts during normal business hours.
Severity Level 5. A Service Request for an enhancement or new functionality.	N/A	The Service Request will be evaluated for future product enhancement. If the enhancement or new functionality requires more immediate attention, Itron will engage the Professional Services Group to consider creating a customized proposal at Itron's then-current services rates.

Attachment C

Service Terms

Itron, Inc.
2111 North Molter Road
Liberty Lake, WA 99019

Company

Attachment C
Itron Analytics
Service Terms

Itron Analytics Services

Itron's Cloud Services provides two service packages to provide data analytics services using the Itron Analytics Solution. The first package is Software as a service (SaaS) which provides hardware and software maintenance of the Itron Analytics Solution. The second package is the Managed Services that provides all services described in SaaS and operations of the Itron Analytics Solution.

1 System Activation

When the purchase order is received hardware and software infrastructure is configured to support the Itron Analytics Solution based on the requirements. Itron Analytics Solution is setup and configured based on the requirements including data import setup. Any required customizations are applied. Solution is tested and verified against the requirements. Monitoring services are activated and tested. Solution is validated and accepted by the customer before transitioned to a live production system.

2 Itron Analytics Solution - Software as a Service (SaaS)

2.1 Itron's Responsibility

a. All server hardware necessary to run the solution
b. All 3rd party application software necessary to run the solution
c. Implement Itron Analytics software; apply updates and perform application upgrades as necessary
d. Apply Microsoft and other 3rd party security patches as appropriate
e. Maintain and troubleshoot third party software issues; work with third party to troubleshoot as required.
f. Apply upgrades to third party software as appropriate
g. Maintain, and administer the Itron Itron Analytics software and Database
h. Apply updates and perform Itron Analytics Solution upgrades as necessary
i. Maintain skill sets necessary to properly operate and administer the Itron Analytics system and support the technologies needed
j. Manage and monitor server hardware and software as well as internet access
k. Manage SFTP server used to import/export data
l. Support any data import/export exceptions
m. Manage the wireless carrier contract if applicable
n. Support customer technical operations department to handle application exceptions

2.2 Utility Customer Responsibility

a. Operate Itron Analytics application.

b. Developing and implementing configuration management file to Perform end point configuration changes including adding, deleting and editing end points.
c. Add, remove and track Itron Analytics Application users including customers, employees or test users.
d. Maintain system or process to track employee access to the Itron Analytics Application.
e. Utility is responsible for providing reading import files to Itron in support of the management of the Itron Analytics database.
f. Monitoring of specific reports, and read data.
g. Monitoring dashboard log to confirm all tasks are executing successfully.
h. Change, maintain and update Itron Analytics Application configurations.
i. Provide end user support.
j. Support Itron in managing interfaces; work with Itron when problems are found
k. Notifying Itron when any changes to the operation of application that might impact the availability of the application.

2.3 Itron's Responsibility

a. All responsibilities listed in Section 2.1
b. Operate Itron Analytics application.
c. Perform service point configuration changes including adding, deleting and editing service points.
d. Add, remove and track Itron Analytics Application users including customers, employees or test users.
e. Maintain system or process to track employee access to the Itron Analytics Application.
f. Monitor read files are being imported successfully
g. Monitoring of specific reports, and read data.
h. Monitoring dashboard log to confirm all tasks are executing successfully.
i. Change, maintain and update Itron Analytics Application configurations.
j. Notifying Customer when any changes to the operation of application that might impact the availability of the application.

2.4 Utility Customer Responsibility

a. Provide Itron with all application updates data including meter, customer and configuration changes.
b. Developing and implementing configuration management file to Perform end point configuration changes including adding, deleting and editing end points
c. Support Itron in managing interfaces; work with Itron when problems are found
d. Notifying Itron when any changes to the operation of application that might impact the availability of the application Submit user access requests for new users and deletion notifications for users no longer involved with the managed system.
e. Provide immediate notification in the event of an employee termination for those with access to the managed system.
f. The Utility is responsible for managing files on the FTP server where the export files are delivered when applicable. The FTP server can be Itron's or the Utility customers.
g. If the FTP server is Itron's, files should be downloaded nightly and files that have been successfully downloaded and processed are to be removed from the FTP location within 7 days.
h. The Utility is responsible for delivering configuration and data files when applicable.

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Council Synopsis

June 24, 2014

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez / Presenter: Michael Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement with Root Tamers for chemical root control of sewer lines for the Municipal Services Utilities Division for a period of twelve (12) months, in an amount not to exceed $8,000

2. DISCUSSION OF ISSUE:

Staff is recommending an authorization to award said Contract No.14-060 with Root Tamers of Redding to be the lowest responsive and responsible bidder meeting all specifications and requirements. 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 contractor will provide chemical root control treatment for sewer main lines throughout the City. In the effort to prevent potential wastewater spillage, it is imperative to contract for this specialized service.

The Purchasing Office solicited formal bids for chemical root control of sewer lines on Request for Proposal (RFP) 14-287 by publishing the formal bid notice in the local newspaper, on the City's website and the City Hall bulletin board, and contacting potential bidders by fax or email.

Six (6) vendors were solicited and two (2) vendors submitted bids. No local vendors submitted bids. City staff evaluated each bid proposals.

Award bid recap is shown below:

	Pipe Size	Estimated Footage	Root Tamers Price Per Linear Feet	Duke Root Control Price Per Linear Feet
1	6"	3,742	.98	1.07
2	8"	3,943	.98	1.12
3	10"	291	.98	1.76

3. BASIS FOR RECOMMENDATION:

City staff recommendation is to award contract to the lowest responsive bidder meeting all specifications and requirements to Root Tamers, in an amount not to exceed $8,000 for a period of twelve 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:

Fiscal Impact: $8,000

Budgeted at line number: 410-51-531.43324 Contract Sewer Root Treatment

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 agreement. This alternative is not recommended as the City does not have available staff or equipment to perform this specialized service.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
ROOT TAMERS
for
CHEMICAL ROOT CONTROL OF SEWER LINES
CITY CONTRACT NO. 14-060

THIS AGREEMENT is made this 24th day of June, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **ROOT TAMERS**, a California Sole Proprietorship, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, CITY has a need for chemical root control of sewer lines throughout the City; 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 "I". 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 Section "I" as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and Exhibit B 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 Eight Thousand and No/100ths Dollars ($8,000.00). 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

OK for Agenda

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 July 1, 2014 and ending June 30, 2015, subject to CITY's availability of funds.

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

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

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

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

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

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

than:

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

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

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

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

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

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

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

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

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

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

(f) Verification of Coverage: CONTRACTOR shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting

coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR'S obligation to provide them. CITY reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

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

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

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

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

(e) Termination by CITY for Change of CONTRACTOR'S Tax Status. If CITY

determines that CONTRACTOR does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to CONTRACTOR. The termination date shall be the effective date of the notice.

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

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

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

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

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

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

15. OBLIGATIONS OF CONTRACTOR: Throughout the term of this Agreement, CONTRACTOR shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONTRACTOR warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources

necessary to provide the CITY with the services contemplated by this Agreement. CONTRACTOR further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

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

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

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

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

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

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

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

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

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

subsequent breach hereof unless specifically stated in writing.

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

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

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

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

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

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

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

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

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

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

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

indicated below or to any other address as the respective parties may designate from time to time:

for CONTRACTOR: **ROOT TAMERS**
ATTENTION: TODD GAYMAN, OWNER
7036 WESTSIDE ROAD, SUITE 103
REDDING, CA 96001
PHONE: (530) 244-5861
FAX: (530) 244-5862
EMAIL: roottamers@aol.com

for CITY: **CITY OF TURLOCK**
ATTN: LARRY GILLEY, UTILITIES MANAGER
MUNICIPAL SERVICES UTILITIES DIVISION
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4442
FAX: (209) 668-5695
EMAIL: lgilley@turlock.ca.us

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

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

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

ROOT TAMERS

By: _____

Title: _____

Print name: _____

Date: _____

SECTION "I"

CHEMICAL ROOT CONTROL OF SEWER LINES SPECIFICATIONS

1.1 GENERAL

The purpose of the project specified herein is to apply a chemical root control agent to sanitary sewer lines in order to kill root growth present in the lines, and inhibit re-growth without permanently damaging the vegetation producing the roots. The chemical agent shall be approved for use in sewers to control roots and prevent adverse effects on wastewater treatment plant processes. Work may require confined space entry. The Contractor shall be responsible for all aspects of the job including proper disposal of unused chemical, empty chemical containers, traffic control, and keeping the work area clean and passable for pedestrian and vehicle traffic, for the duration of the project.

The Contractor is familiar with and understands all the conditions under which the Contract is to be awarded, performed, and administered.

1.2 CONTRACTOR RESPONSBILITIES

a) Contractor must be licensed with the California Department of Pesticide Regulation. The Contractor must have a minimum of five (5) years' experience in applying chemical sewer root control agents. The Contractor must have performed at least three other jobs similar in size and scope of work as specified herein, and have treated in excess of **7,976** linear feet of sanitary sewer.

b) The Contractor shall be responsible for all property damage and for all cleanup and restoration associated with any chemical spill. Should the Contractor or his employees cause any damage to public or private property, the Contractor shall be required to make repairs immediately.

c) The Contractor shall be responsible for all traffic control where operations occur on City streets. The Contractor shall place proper traffic warning devices to protect the job site and to prevent accidents or personal injury to the public. All signage shall conform to Caltrans standards.

d) The Contractor shall ensure that he/she is compliant with all Federal, State, and Local laws and ordinances pertaining to the type of work specified herein. Particular attention shall be paid to those laws and ordinances relating to the handling, transportation of material (DOT), the application of sewer root control herbicides (US EPA) and use of any hazardous materials, and disposal of all pesticide containers. The Contractor's Federal DOT number and material EPA registration number must be submitted with bid.

e) The Contractor shall use an approved backflow prevention device whenever accessing water from the public water supply for mixing chemicals.

f) Prior to beginning work, the Contractor must obtain a City of Turlock Business License.

1.3 HOURS OF WORK

Hours of work shall be 7:30 am to 3:30 p.m. Monday through Friday. Any changes to hours must be requested in writing and prearranged with the Water Quality Control Division prior to beginning work.

1.4 INSURANCE

At the time of the bid opening, the Contractor shall submit written evidence that he/she has obtained Pollution Liability Insurance. The Pollution Liability Insurance described herein is in addition to all other insurance required of the Contractor by the City, including any insurance described in the general conditions and insurance required by law. The minimum amount of such insurance shall be $1,000,000 aggregate. The Contractor's commercial general liability limits must be not less than $1,000,000 total occurrence limit, and include pesticide or herbicide applicator coverage. Coverage shall protect the Contractor, the City, and the City's officers, agents, and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property and/or the environment, which may arise directly out of the use of chemicals and/or pollution. An "A" rated insurance company shall provide the Contractor's Pollution Liability Insurance.

1.5 SAFETY

The Contractor shall take all precautions to ensure the safety of his/her employees, pedestrians, motorists, private property, and the environment during all phases of work. Additionally, the Contractor shall ensure that all work is done in accordance with Federal, State, and local safety codes and statutes.

1.6 GUARANTEE

The Contractor shall provide a money-back guarantee on all work specified herein. For each sewer section (manhole to manhole) that is treated under the contract, the Contractor shall guarantee the work as follows. At the option of the City, the Contractor shall at his/her own expense, re-treat a sewer section, or refund 100% of the payment received to treat that section, in the event that:

a) Live roots are found in the section within six months after the application, or
b) The section plugs up and floods due to tree root obstructions within a period of two years.

Guarantee shall begin on the date of treatment, and end two years after the date of treatment. If a re-infestation should occur, the City shall notify the Contractor of the condition. The Contractor shall re-treat, at no charge to the City, suspect sections in honor of the guarantee. Re-treatment shall not extend the expiration date of the guarantee. The guarantee applies to sewer stoppages caused by live tree roots. It does not apply to stoppages caused by grease or other foreign matter, flat, collapsed or deformed pipe or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. The decision of the city as to the cause of a stoppage is binding. This guarantee applies to main line sewers only.

1.7 COMPOSITION OF THE CHEMICAL ROOT CONTROL MATERIAL

The chemical root control agent shall be a product designed to control roots in sanitary sewer systems. The chemical root control agent shall be registered with the EPA and the California Department of Pesticide Regulation, and shall be labeled for use in sewers to control and deter the re-growth of tree roots. The chemical agent shall also contain a surfactant system to deliver the active ingredient to the target root tissue. The surfactant system contained in the product shall:

- Produce foam or a film that clings to roots and pipe walls to enhance penetration of herbicide root masses.

- Be an APG (alkyl polyglucoside) based compound or equivalent. All chemicals must be approved by the
City's Water Quality Control Manager prior to award of contract.

- The characteristics of the desired foam require the use of specialized equipment. Products, which are
designed to generate bubbles chemically upon contact with water shall not be accepted.

1.8 PROTECTION OF WASTEWATER TREATMENT PLANT

The Contractor shall take all steps necessary and appropriate to prevent adverse effects on wastewater treatment plant processes during the application process. The active ingredient including surfactant shall:

- Be proven to have negligible detrimental effects on wastewater treatment plant processes, including nitrification and de-nitrification.
- Be non-toxic to Ceriodaphnia Dubia (water fleas) at maximum application rates.

In the event that a wastewater treatment plant experiences any reduction in operating efficiency during the execution of the contract, the Contractor shall immediately suspend all applications. The Contractor shall continue operations only after problems at the wastewater treatment plant have been corrected in a manner satisfactory to the Waste Water Treatment Plant Operator.

The Contractor shall have in his/her possession and make available to the City a recent study from an accredited research facility documenting the effects of the product on wastewater treatment plant facilities. At a minimum this study shall address the toxicity of the product on wastewater treatment plant biota, including nitrifiers and de-nitrifiers, the toxicity of the product on treatment plant effluent and the environmental fate of the product.

1.9 APPLICATION

All work shall be performed according to label instructions and in accordance with the best recommended practice for conditions present in the line under treatment. Application shall be performed by foaming or other methods as provided on the product label. Contractor shall employ a State certified pesticide applicator on the job site at all times. The application of material shall be performed in such a way as to contact roots within the primary main line sewer to be treated. Sewer service to homeowners shall not be interrupted.

1.10 QUALIFICATIONS

All work must be performed by certified pesticide applicators, licensed with the California Department of Pesticide Regulation. A list of certified pesticide applicators must be submitted with the bid.

1.11 ASSISTANCE PROVIDED BY THE CITY OF TURLOCK

The City of Turlock will:

a) Provide segment locations and sewer system drawings showing the exact locations of the pipes to be treated.
b) Provide permission to enter public lands and rights-of-way as needed.
c) Provide water for mixing chemicals and flushing equipment, a backflow prevention device, and water meter.
d) Provide a source of fresh water at a location or locations to be designated by the City.
e) Locate and uncover hidden/buried manholes.

1.12 PAYMENT

Payment to the Contractor shall be made only after all work specified in the Contract has been completed to the City's satisfaction, and all reports and submittals requested in the specifications or by the City have been received by the City.

1.13 SUBSTITUTES AND PROVEN EQUIVALENTS

Contractor must provide to the City for approval, in writing, the use of any substitute or equivalent procedures, methods, or materials. The Contractor wish to use other materials or methods other than as specified herein, he/she shall submit to the City for review, complete descriptive literature describing the proposed substitution and its applicability to the service.

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFP 14-287

BID DUE DATE: MAY 29, 2014 BY 3:00 P.M.

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

"CHEMICAL ROOT CONTROL OF SEWER LINES"

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: Root Tamers

Address: 7036 Westside Rd Suite #103, Redding, CA 96001

Telephone Number 530) 244-5861 **Fax Number** 530) 244-5862

E-Mail Address roottamers@aol.com

Authorized Representative (print) Todd Guyman

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for providing chemical root control of sewer lines, at the prices indicated herein.

Bid Sheet

Breakdown of costs to perform sewer line root chemical root control including all labor, materials, equipment, and associated costs. Contractor shall be paid at the unit price bid per linear foot of each size pipe. Unit prices are to be computed per linear foot manhole-to-manhole. Prices quoted are assumed to include any mobilization and de-mobilization charges.

Pipe Size	Unit Price Per Linear Foot	Estimated Footage	Extended Price
6 INCHES	$ .98	3742 FT	$ 3667.16
8 INCHES	$ .98	3943 FT	$ 3864.14
10 INCHES	$ .98	291 FT	$ 285.18
Total Estimated Footage to be Treated:		7976 LF	

Total Price (in figures): $ 7816.18

Seven thousand Eight hundred Sixteen dollars & Eighteen Cents
Total Price (in words)

List any extra charges not described above:: _____

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

Early Pay Discount
A 0 % discount is offered for payment within 30 days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate
Does your firm hold a City of Turlock Business Tax Certificate? (Yes) No

If yes, number: 500026

"Piggyback" Contracting
Will your firm extend the same prices, terms and conditions to other public agencies?
☒ Yes ☐ No

Order Contact
Provide the following information about the City's contact for orders.

Name:	TODD GAYMAN
Phone Number:	530-244-5961
Fax Number:	530 244-5862
Cell Number:	530-510-6492
Email Address:	TODDRTS@AOL.COM

Delivery
Method of Delivery: Common Carrier Private Company Carrier
(Please circle one choice or describe alternative method)

Compliance
Bidder, have you complied with the specifications, terms and conditions of this bid?
Yes X NO_____

A "NO" answer requires a detailed explanation giving reference to all deviations.

Addendums (if applicable):
Bidder acknowledges receipt of ADDENDUM NO. N/A, _____, _____

Terms
1) Sales tax will be added at time of purchase.
2) Prices are F.O.B. Turlock.
3) Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

a) In connection with the execution of this agreement, 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.

Transportation of Hazardous Materials:
In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY
may request proof of dumping from an approved dumping facility.

Drug Free Workplace
Bidder/CONTRACTOR certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance
CONTRACTOR represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. CONTRACTOR agrees that Contractor's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to CONTRACTOR constitutes written notification to CONTRACTOR of City's rejection of any and all of CONTRACTOR order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)
Contractor's License No. 328246 Expiration Date: 12-31-15
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.

Root Tamers
Company Name

Signature of Authorized Representative

59-3802870
Federal Tax ID Number

<u>One original and one copy of the complete bid Proposals are required</u>

Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.

EXHIBIT 'B'
REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 14-287
CHEMICAL ROOT CONTROL FOR SEWER LINES

LOCATION AND CHEMICAL TREATMENT

Item #	LOCATION	INCHES	CHEMICAL TREATMENT	ESTIMATE FOOTAGE
1	S. SODERQUIST RD	8"	UPMH#G6S04 DWMH#G6S03	440
2	WEST MAIN ST	8"	UPMH#G6W16 DWMH#G6W15	370
3	COLUMBIA ST	8"	UPMH#G7W43 DWMH#G6S18	350
4	PARK ST	8"	UPMH#F7W60 DWNH#F7W31	359
5	LOCUST ST ALLEY	6"	UPMH#G7S15 DWMH#G7W14	479
6	WOLFE AVE	8"	UPMH#F8S53 DWMH#F8S52	367
7	DELBON AVE ALLEY	6"	UPMH#E9W54 DWMH#E9W47	384
8	E. MINNESOTA AVE	8"	UPMH#D9W56 DWMH#D9W57	204
9	CUMBERLAND DR	8"	UPMH#E10W22 DWMH#E10W24	321
10	CALIFORNIA AVE	6"	UPMH#E10S34 DWMH#E10W33	158
11	NIEL AVE ALLEY	6"	UPMH#E9S78 DWNMH#E9S77	401
12	NIEL AVE ALLEY	6"	UPMH#E9S77 DWNMH#E9W76	183
13	E. HAWKEYE AVE	8"	UPMH#E9W76 DWMH#E9S26	317
14	E. HAWKEYE AVE	8"	UPMH#E10W37 DWMH#E10S36	560
15	CLAIFORNIA AVE	6"	UPMH#E10W54 DWMH#E10S53	513
16	N BERKELEY AVE	10"	UPMH#E10S53 DWMH#E10S91	291
17	LINDA VISTA ALLEY	6"	UPMH#E10E31 DWMH#E11S01	283
18	EL CAMINO	6"	UPMH#F10W40 DWMH#F10S39	466
19	MIRA FLORES	6"	UPMH#F11W66 DWMH#F11W65	605
20	MIRA FLORES	8"	UPMH#F11W65 DWMH#F11S64	655
21	N. QUINCY	6"	UPMH#F11S09 DWMH#F11W08	270
			TOTAL	7976

5U

Council Synopsis

June 24, 2014

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez & Larry Gilley / Presented by Michael Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving multiple agreements with Pace Supply, HD Supply, and R & B Company for the purchase of pipe and pipe fittings for the Municipal Services Utilities Division for a period of twelve (12) months each, with an aggregate value of $87,000, in accordance with the terms and conditions set within each agreement

2. DISCUSSION OF ISSUE:

The Purchasing Office solicited formal bids for pipe and pipe fittings on Request for Proposal (RFP) 14-285 by publishing the formal bid notice in the local newspaper, the City's website and the City Hall bulletin board, and contacting potential bidders by fax or email.

Four (4) vendors were solicited and no local vendor within the City limits submitted a bid. Four (4) vendors submitted bids. City staff evaluated the bid proposals by assessing each line item for the low bid amount, as shown below:

Bidder's Name	HD Supply Modesto	Pace Supply Stockton	R & B Co Manteca	Groeniger & Co Modesto
Unit Price Total	$58,519	$58,055	$58,079	$64,250
Bid Amount	$455,595	$462,227	466,456	$478,334
Number of No Bids	60	20	34	55
Number of Low Bids	206	218	179	49
Total Line Items	672	672	672	672

Staff is recommending an authorization to award multiple contracts with Pace Supply, HD Supply, and R & B Company for the purchase of pipe and pipe fittings for Municipal Services Utilities Division, based on the low bid amount per each line item.

Staff is also recommending that the combined amounts for all agreements not exceed $87,000, rather than the bid amount of $466,456.

3. BASIS FOR RECOMMENDATION:

Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-09 (c) (5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

Authorize the City Manager or his designee to award multiple agreements with the following vendors, for a period of twelve months, with an aggregate value of $87,000, in accordance with the terms and conditions set within each agreement.

1)	HD Supply	$29,000 for a period of twelve months
2)	Pace Supply	$29,000 for a period of twelve months
3)	R & B Company	$29,000 for a period of twelve 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:

Fiscal Impact: $87,000

2014/15 Fiscal Year budget at line numbers:

410-51-531.44001_005 Pipe & Pipe Fitting	$40,000
420-51-550.44001_005 Pipe & Pipe Fitting	$55,000

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 award the contracts for pipe and pipe fittings. Under this alternative, staff would have to call on a weekly basis for competitive prices on materials needed for maintenance projects. This would cause administrative costs to rise considerably and could cause disruption in work schedules if crews have to wait for material deliveries.

B). Award contracts to the suppliers that have submitted low bids. This will allow for the purchase of pipe and pipe fittings at the best possible prices during the contract terms. Having pre-selected suppliers who have competitively bid on these products will speed up purchases and reduce administrative costs for the acquisition of these critical materials.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
PACE SUPPLY
for
PIPE AND PIPE FITTINGS
CONTRACT NO. 14-048

THIS AGREEMENT is made this 24th day of June, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **PACE SUPPLY**, a California Corporation, hereinafter referred to as "SUPPLIER."

W I T N E S S E T H:

WHEREAS, CITY has a need for pipe & pipe fittings; and

WHEREAS, SUPPLIER has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as Goods.

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

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

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

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

4. COMPENSATION: CITY agrees to pay SUPPLIER in accordance with Exhibit B as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Twenty Nine Thousand and No/100ths Dollars ($29,000.00). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of Twelve months (12) beginning July 1, 2014 and ending June 30, 2015, subject to CITY's availability of funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Automobile Insurance: SUPPLIER shall furnish CITY with proof of automobile liability coverage and a valid California driver license.

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

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

(h) Waiver of Subrogation: SUPPLIER hereby agrees to waive subrogation which any insurer of SUPPLIER may acquire from SUPPLIER by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a

waiver of subrogation in favor of CITY for all work performed by SUPPLIER, its agents, employees, independent contractors and subcontractors. SUPPLIER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

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

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

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

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

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

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

It is further understood and agreed that SUPPLIER must issue W-2 forms or other

forms as required by law for income and employment tax purposes for all of SUPPLIER'S personnel.

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay SUPPLIER an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of

SUPPLIER, SUPPLIER understands and agrees that CITY may, in CITY's sole discretion, refuse to pay SUPPLIER for that portion of SUPPLIER'S services which were performed by SUPPLIER on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. COMPLIANCE WITH LAWS: SUPPLIER shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health

regulations and laws. SUPPLIER shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

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

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

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

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

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

for SUPPLIER:	**PACE SUPPLY** **ATTENTION: STEVEN WRIGHT** **4015 NEWTON ROAD** **STOCKTON, CA 95205** **PHONE: (209) 463-7593 FAX: (209) 463-7595** **EMAIL: swright@pacesupply.com**
for CITY:	**CITY OF TURLOCK** **ATTN: LARRY GILLEY, UTILILIES MANAGER** **MUNICIPAL SERVICES UTILITIES DIVISION** **156 SOUTH BROADWAY, SUITE 270** **TURLOCK, CALIFORNIA 95380-5454** **PHONE: (209) 668-5599 Ext. 4442** **FAX: (209) 668-5695** **EMAIL: lgilley@turlock.ca.us**

34. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to SUPPLIER thirty (30) days prior to the expiration of this Agreement. On each anniversary date,

SUPPLIER will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in SUPPLIER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

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

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

PACE SUPPLY

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A
REQUEST FOR BID AND SPECIFICATIONS NO. 14-285
PIPE AND PIPE FITTINGS
SPECIFICATIONS

1.1 SCOPE OF WORK

The City of Turlock has shown on the parts list, Exhibit "B", and the quantities of materials that it expects to be purchase in the next fiscal year. The City anticipates it will need most of the materials shown on the parts list, Exhibit "B", and there may be greater or lesser amounts purchased. Materials will be ordered on an as "NEEDED BASIS" to maintain inventory.

NOTE: The quantities stated on the parts list, Exhibit B, are estimates, based on historical averages. The City neither implies nor guarantees a specific level of usage, if any, under resultant order.

The contract will be for a twelve (12) months period, and shall commence upon notification of award.

1.2 SPECIFICATION OF MATERIALS

All fittings supplied for use in the City must meet the appropriate American Water Works Association (AWWA) standards. Supplier must prove beyond any doubt to the City Purchasing Officer that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.

1) When Supplier cannot abide by terms and conditions in fulfilling the contract, Supplier must supply service or supplies from other sources at the contract price. If Supplier delays in the above, the City reserves the right to purchase on the open market and charge Supplier the difference between contract price and the purchase price.

2) The Annual Contract shall include the following terms and conditions:

   a) Annual contract purchase orders will be issued for each City departments authorized to place orders against this annual contract.

   b) All invoices must be submitted in duplicate and show each purchase order number and corresponding to the City departments. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then list prices, discounts, in terms of percentage, and net prices must be shown. If prices are based on list prices, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown. In connection with any term discount offered, time will be computed from the first of the month following receipt of supplies or services, or a correct invoice. Payment is deemed to be made on the date of mailing of the check.

3) Revision of Unit Price
   It is agreed that bid price may be superseded during the contract period only if such price revisions are the result of a general industry price revision. (Note: Discount accepted, as parts of this bid are not subject to revision) A written notice stipulating

in detail the price revision must be furnished and approved by the City before revised prices go into effect.

4) The City reserves the right to extend the term of the contract in 30 day increments, not to exceed 90 days total with written notice to the vendor; provided, that the City shall give the vendor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the City to an extension.

1.3 **Substitute Materials as "EQUAL"**: Brand names, where used, are a means of establishing quality, style and suitability. Bidders are advised that after agreement is awarded, alternates may be offered, however, they are to be supported by literature, which fully describes items that are offered. The burden of proof and cost of analysis to determine equality shall be borne by the bidder. No substitutes will be considered on the items indicating brand names for purpose of bid evaluation.

1.4 **Placing Orders**: Orders will be placed by the following process:

a) The ordering department or respective Agency will call or fax on an as "Needed basis".

b) The Supplier will check with the ordering department on a weekly basis.

c) The Supplier shall be required to supply all materials listed on bid proposal, Exhibit "B" and all items available in the Supplier's general catalog. No minimum charge for material or minimum material quantities will be allowed. No substitutions will be allowed unless previously approved by the Utilities Maintenance Manager or his designee.

1.5 **Delivery**: The Supplier shall be required to deliver the materials requested by each respective Agency, to the required delivery point, within Ten (10) business day after order is placed, without additional transportation charges. All material shall be packaged to protect them from damage, and delivered F.O.B. destination.

1.6 **Delivery of Order**: Each delivery shall include a packing slip so as to show the items delivered and those items back ordered.

1.7 **Back Orders**: All back order item from the parts list, Exhibit "B" are to be minimal but shall not exceed ten (10) working days from time of order to delivery. Special order items from the Supplier's catalog shall not exceed thirty (30) calendar days from time of order to delivery.

1.8 **Returns**: City department will notify the Supplier within five (5) working days after receipt of any incorrectly ordered, delivered, or defective material. The Supplier will provide the department with a return authorization, and the item(s) to be returned to Supplier will be picked up on their next day of delivery. No service charges or restocking fees will be assessed by the Supplier to the City.

1.9 **Invoicing**: The Supplier shall furnish invoices in duplicate to the City Accounts Payable Clerk showing the date, and itemized order of units ordered, unit price, extended price, state sales tax and total.

EXHIBIT B
PIPE & PIPE FITTINGS – PARTS LIST

Item #	City Part #	Description	Qty.	Unit Price
1	CLBUS001	BUSHING, JOINTS 4" J BUSHING (SDR 26)	20	$ 5.00
2	CLBUS005	BUSHING, JOINTS 4" B BUSHING (C 900)	20	$ 5.00
3	CLBUS010	BUSHING, JOINTS 6" J BUSHING (SDR 26)	20	$ 7.00
4	CLBUS015	BUSHING, JOINTS 6" B BUSHING (C 900)	20	$ 7.00
5	CLBUS020	BUSHING, JOINTS 8" J BUSHING (SDR 26)	6	$ 12.25
6	CLBUS025	BUSHING, JOINTS 8" BUSHING (C 900)	6	$ 12.25
7	CLBUS030	BUSHING, JOINTS 10" J BUSHING (SDR 26)	2	$ 34.00
8	CLBUS035	BUSHING, JOINTS 10" B BUSHING (C 900)	2	$ 34.00
9	CLBUS040	BUSHING, JOINTS 12" J BUSHING (SDR 26)	2	$ 36.00
10	CLBUS045	BUSHING, JOINTS 12" B BUSHING (C 900)	2	$ 36.00
11	CLCAA001	PLUG 4" A.B.S. CAP THREADED	50	
12	CLCOM001	4" ABS, T-Y LONG TURN ALL HUB	50	
13	CLCOM002	4" ABS, T-Y SHORT TURN ALL HUB	50	
14	CLCOU001	COUPLER, 4" JOINTS RUBBER CALDER, CLAY TO CLAY	100	
15	CLCOU005	COUPLER, 4" JOINTS SHEAR COUPLER, CLAY TO CLAY	20	
16	CLCOU010	COUPLER, 6" JOINTS SHEAR COUPLER, CLAY TO CLAY	20	$ 33.00
17	CLCOU015	COUPLER, 8" JOINTS SHEAR COUPLER, CLAY TO CLAY	20	$ 40.00
18	CLCOU020	COUPLER, 10" JOINTS SHEAR COUPLER, CLAY TO CLAY	12	
19	CLCOU025	COUPLER, 12" JOINTS SHEAR COUPLER, CLAY TO CLAY	12	
20	CLCOU060	COUPLER, 4" X 3" CALDER	12	
21	CLCOU065	COUPLER, 4" X 3" ABS REDUCER (20 PER BOX)	20	$ 4.91
22	CLCOU070	COUPLER, 4" SDR X ABS TRANSITION	50	$ 3.59
23	CLCOU075	COUPLER, 4" ABS SLIP X FM THREAD	50	
24	CLCOU076	COUPLER, 4" RUBBER CALDER CLAY TO AC	20	$ 3.79
25	CLCOU080	COUPLER, 4" ABS SPIGOT X FM THREAD	20	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	City Part #	Description	Qty.	Unit Price
26	CLCOU085	COUPLER, 4" ABS SLIP X SLIP	50	
27	CLCOU090	COUPLER, 4" RUBBER CALDER CLAY TO PLASTIC	50	
28	CLCOU100	COUPLER, 4" C-900 X SDR 26 TRANSITION BELL TO BELL	10	No Bid
29	CLCOU105	COUPLER, 4" C-900 BELL X SDR 26 SPIGOT TRANSITION	10	No Bid
30	CLCOU110	HARD COUPLING, 4" SDR TO ABS TRANSITION	30	$ 3.30
31	CLELB001	ELBOW 4" ABS HUB/HUB 22 1/2 DEGREE	25	
32	CLELB005	ELBOW 4" ABS HUB/HUB 45 DEGREE	25	
33	CLELB010	ELBOW 4" ABS HUB/HUB 90 DEGREE	25	
34	CLELB075	ELBOW 4" SDR26 RINGTITE 22 1/2 DEGREE	25	No Bid
35	CLELB080	ELBOW 4" SDR26 RINGTITE 45 DEGREE	25	No Bid
36	CLELB085	ELBOW 4" SDR26 RINGTITE 90 DEGREE	25	No Bid
37	CLELB090	ELBOW 4" ABS STREET 22 1/2 DEGREE	25	
38	CLELB095	ELBOW 4" ABS STREET 45 DEGREE	25	
39	CLELB100	ELBOW 4" ABS STREET 90 DEGREE	25	
40	CLELB105	ELBOW 4" C-900 22 1/2 BELL TO BELL	6	
41	CLELB110	ELBOW 4" C-900 45 BELL TO BELL	6	
42	CLELB115	ELBOW 4" SDR26 STREET 22 1/2 DEGREE	6	
43	CLELB120	ELBOW 4" SDR26 STREET 45 DEGREE	6	
44	CLMAN001	MANHOLE RING & COVER MARKED SEWER	12	
45	CLMAN005	MANHOLE RING & COVER MARKED STORM	12	
46	CLMAN006	MANHOLE RING EXTENSION 1 1/2"	4	
47	CLMAN007	MANHOLE RING EXTENSION 2"	4	
48	CLMAN010	MANHOLE, 1 FOOT BARREL	3	No Bid
49	CLMAN015	MANHOLE, 2 FOOT BARREL	3	No Bid
50	CLMAN020	MANHOLE, 3 FOOT BARREL	2	No Bid
51	CLMAN025	MANHOLE, 4 FOOT BARREL	2	No Bid
52	CLMAN030	MANHOLE, 1 FOOT CONE	4	No Bid
53	CLMAN035	MANHOLE, 2 FOOT CONE	4	No Bid

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
54	CLMAN040	MANHOLE, 3 FOOT CONE	3	**No Bid**
55	CLMAN041	MANHOLE, 2" GRADE RING	20	**No Bid**
56	CLMAN045	MANHOLE, 3" GRADE RING	20	$ 31.00
57	CLMAN050	MANHOLE, 6" GRADE RING	15	$ 40.00
58	CLPIP001	PIPE 4" ABS	300	$ 1.95
59	CLPIP005	PIPE 4" SDR26	400	
60	CLPIP010	PIPE 6" SDR26	200	
61	CLPIP015	PIPE 8" SDR26	200	
62	CLPIP020	PIPE 10" SDR26	60	
63	CLPIP025	PIPE 12" SDR26	60	
64	CLPLG001	4" TEST PLUG	12	$ 5.20
65	CLPLG005	6" TEST PLUG	12	$ 14.10
66	CLWYE001	4" SDR26 WYE ALL HUB	6	$ 22.00
67	CLWYE010	4" C900 WYE ALL HUB	6	**No Bid**
68	CLWYE015	12" X 4" SDR26 WYE ALL HUB	6	
69	CLWYE020	10" X 4" SDR26 WYE ALL HUB	6	
70	CLWYE025	8" X 4" SDR26 WYE ALL HUB	6	
71	CLWYE030	6" X 4" SDR26 WYE ALL HUB	6	
72	CLWYE035	6" X 4" C900 WYE ALL HUB	6	**No Bid**
73	WTADA001	ADAPTER 3/4" BRASS FMIP X PJ	20	
74	WTADA005	ADAPTER 3/4" BRASS MIP X PJ	20	
75	WTADA010	ADAPTER 1" BRASS FMIP X PJ	20	
76	WTADA015	ADAPTER 1" BRASS MIP X PJ	20	
77	WTADA020	ADAPTER 1 1/2" BRASS FMIP X PJ	20	$ 43.30
78	WTADA025	ADAPTER 1 1/2" BRASS MIP X PJ	20	$ 33.84
79	WTADA030	ADAPTER 2" BRASS FMIP X PJ	20	$ 51.56
80	WTADA035	ADAPTER 2" BRASS MIP X PJ	20	$ 49.32
81	WTADA055	ADAPTER DUCTILE IRON 6" F X MJ	20	$ 48.00
82	WTADA060	ADAPTER DUCTILE IRON 4" F X MJ	10	$ 35.00
83	WTADA065	ADAPTER DUCTILE IRON 8" F X MJ	10	$ 73.00
84	WTADA070	ADAPTER PVC 3/4" SLIP X MIPT SCHEDULE 80	100	
85	WTADA075	ADAPTER PVC 3/4" SLIP X 1" MIPT SCHEDULE 80	100	$ 2.00
86	WTADA080	ADAPTER PVC 1" SLIP X MIPT SCHEDULE 80	200	
87	WTADA085	ADAPTER PVC 1 1/2" SLIP X MIPT	100	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
88	WTADA090	ADAPTER PVC 2" SLIP X MIPT SCHEDULE 80	100	
89	WTADA095	METER ADAPTERS 3/4" TO 1" FORD A34	10	$ 13.41
90	WTBFL001	BACKFLOW ASSEMBLY 3/4" DOUBLE CHECK	10	
91	WTBFL005	BACKFLOW ASSEMBLY 1" DOUBLE CHECK	10	
92	WTBFL010	BACKFLOW ASSEMBLY 1 1/2" DOUBLE CHECK	10	
93	WTBFL015	BACKFLOW ASSEMBLY 2" DOUBLE CHECK	10	
94	WTBFL095	BACKFLOW ASSEMBLY 3/4" REDUCED PRESSURE	6	
95	WTBFL100	BACKFLOW ASSEMBLY 1" REDUCED PRESSURE	15	
96	WTBFL105	BACKFLOW ASSEMBLY 1 1/2" REDUCED PRESSURE	12	$ 435.00
97	WTBFL110	BACKFLOW ASSEMBLY 2" REDUCED PRESSURE	12	$ 476.99
98	WTBOL000	BOLT UP SET 3"	20	
99	WTBOL001	BOLT UP SET 4"	20	
100	WTBOL005	BOLT UP SET 6" & 8"	20	
101	WTBOL010	BOLT UP SET 10" & 12"	20	
102	WTBOL015	BOLT, MACHINE 3/4" X 4" & NUTS	100	$ 1.60
103	WTBOL020	BOLT, MACHINE 5/8"-11 X 2 1/2" & NUTS	50	
104	WTBOL025	BOLT, MACHINE 5/8"-11 X 2 1/4" & NUTS	50	
105	WTBOL030	BOLT, MACHINE 5/8"-11 X 3" & NUTS	100	
106	WTBOL031	5/8"-11 NUTS	100	$ 0.16
107	WTBOL035	BOLT, MACHINE 7/8" X 4" & NUTS	100	$ 2.25
108	WTBOL040	BOLT, MJ TEE HEAD 3/4" X 3 1/2" & NUTS	50	
109	WTBOL045	BOLT, MJ TEE HEAD 3/4" X 4" & NUTS+C58	200	
110	WTBOL050	BOLT, DILLY LUG	30	
111	WTBOL055	BOLT, MACHINE .5 X 2.5 (1/2" X 2 1/2")	50	$ 0.30
112	WTBOL060	BOLT, MACHINE .5 X 2.25 (1/2" X 2 1/4")	50	
113	WTBOL065	BOLT, MACHINE .5 X 2 (1/2" X 2")	50	
114	WTBOL070	BOLT, MACHINE .75 X 2.5 (3/4" X 2 1/2")	50	$ 0.80

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
115	WTBOL075	BOLT, MACHINE .75 X 3.5 (3/4" X 3 1/2")	50	$ 0.90
116	WTBOL080	BOLT, MACHINE .625 X 2 (5/8" X 2")	50	$ 0.50
117	WTBOX001	BOX, B16 UTILITY	40	$ 22.50
118	WTBOX005	BOX, B36 UTILITY	30	$ 34.60
119	WTBOX100	BOX G5 GRADE RING 1" HIGH G5GR10	10	$ 18.00
120	WTBOX105	BOX G5 GRADE RING 1 1/2" HIGH G5GR15	10	$ 21.00
121	WTBOX110	BOX G5 GRADE RING 2" HIGH GSGR20	10	$ 22.16
122	WTBOX115	BOX G5 CAST IRON LID MARKED WATER	40	$ 15.65
123	WTBOX116	BOX G5 CAST IRON LID MARKED SEWER	150	$ 15.65
124	WTBOX120	BOX, TRAFFIC G5 VALVE BOX 10 3/8" X 12" HIGH	150	
125	WTBOX125	BOX, TRAFFIC B1324 (B16)	10	
126	WTBOX130	BOX, TRAFFIC B1324-61JH - H/20 COVER(B16)	10	
127	WTBOX135	BOX, TRAFFIC B1730 (B36)	10	
128	WTBOX140	BOX, TRAFFIC B1730-51JH - H/20 COVER (B36)	10	$ 218.00
129	WTBOX155	BOX, B-16 FIBERLITE LID MARKED WATER	300	
130	WTBOX160	BOX, B-36 FIBERLITE LID MARKED WATER	100	
131	WTBOX175	BOX G4 CAST IRON LID MARKED WATER	30	
132	WTBOX180	BOX, TRAFFIC G4 VALVE BOX 10 3/8" X 12" HIGH	30	
133	WTBUS001	BUSHING, 1" X 3/4" BRASS	10	
134	WTBUS005	BUSHING, 1 1/2" X 1" BRASS	10	
135	WTBUS010	BUSHING, 2" X 1" BRASS	10	
136	WTBUS015	BUSHING, 2" X 1 1/2" BRASS	10	
137	WTBUS020	BUSHING, 3/4" X 1/2" GALVANIZED	50	
138	WTBUS025	BUSHING, 1" X 3/4" GALVANIZED	50	
139	WTBUS030	BUSHING, 1 1/2" X 1" GALVANIZED	50	
140	WTBUS035	BUSHING, 2" X 1" GALVANIZED	50	
141	WTBUS040	BUSHING, 2" X 1 1/2" GALV	50	
142	WTBUS045	BUSHING, 2" X 1 1/4" GALV	20	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	City Part #	Description	Qty.	Unit Price
143	WTBUS050	BUSHING 3" X 2" GALVANIZED	20	
144	WTBUS055	BUSHING, 4" X 2" GALVANIZED	20	
145	WTBUS060	BUSHING, 4" X 3" GALVANIZED	20	
146	WTCAP000	CAP DUCTILE IRON 10" X MJ	4	$ 50.00
147	WTCAP001	CAP DUCTILE IRON 10" X 2" MJ	4	$ 65.00
148	WTCAP005	CAP DUCTILE IRON 10" X 4" MJ	4	$ 78.00
149	WTCAP006	CAP DUCTILE IRON 12" X MJ	4	$ 75.00
150	WTCAP010	CAP DUCTILE IRON 12" X 2" MJ	4	$ 89.00
151	WTCAP015	CAP DUCTILE IRON 12" X 4" MJ	4	
152	WTCAP026	CAP DUCTILE IRON 4" X MJ	4	
153	WTCAP030	CAP DUCTILE IRON 4" X 2" MJ	4	$ 28.00
154	WTCAP031	CAP DUCTILE IRON 6" X MJ	4	$ 24.00
155	WTCAP035	CAP DUCTILE IRON 6" X 2" MJ	4	
156	WTCAP040	CAP DUCTILE IRON 6" X 4" MJ	4	
157	WTCAP041	CAP DUCTILE IRON 8" X MJ	4	
158	WTCAP045	CAP DUCTILE IRON 8" X 2" MJ	4	$ 54.00
159	WTCAP050	CAP DUCTILE IRON 8" X 4" MJ	4	
160	WTCAP055	CAP, 1/2" GALVANIZED	20	
161	WTCAP060	CAP, 3/4" GALVANIZED	20	
162	WTCAP065	CAP, 1" GALVANIZED	20	
163	WTCAP070	CAP, 1 1/2" GALVANIZED	20	
164	WTCAP075	CAP, 2" GALVANIZED	20	
165	WTCAP080	CAP, 3" GALVANIZED	10	
166	WTCAP085	CAP, 4" GALVANIZED	10	
167	WTCAP090	CAP, 1/2" PVC - SLIP	10	
168	WTCAP095	CAP, 3/4" PVC - SLIP	10	
169	WTCAP100	CAP, 1" PVC - SLIP	10	
170	WTCAP105	CAP, 1 1/4" PVC - SLIP	40	
171	WTCAP110	CAP, 1 1/2" PVC - SLIP	10	
172	WTCAP115	CAP, 2" PVC - SLIP	10	
173	WTCLA010	CLAMP FULL CIRC RPR RNG 4.95-5.35	12	$ 39.23
174	WTCLA011	CLAMP FULL CIRC RPR RNG 4.95-5.35 X 12 1/2" AC	12	
175	WTCLA015	CLAMP FULL CIRC RPR RNG 4.74-5.14	12	$ 39.23
176	WTCLA240	CLAMP FULL CIRC RPR RNG 5.95-6.35 X 7 1/2" OD	12	
177	WTCLA025	CLAMP FULL CIRC RPR RNG 5.95-6.35	12	$ 70.46

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	City Part #	Description	Qty.	Unit Price
178	WTCLA030	CLAMP FULL CIRC RPR RNG 6.56-6.96X7 1/2" SS C900CI	12	$ 42.73
179	WTCLA036	CLAMP FULL CIRC RPR RNG 6.84-7.24 X 6" ROMAC	12	$ 52.48
180	WTCLA040	CLAMP FULL CIRC RPR RNG 6.84-7.24X7 1/2"C900 CIAC	12	
181	WTCLA045	CLAMP FULL CIRC RPR RNG 7.10-7.50 X 12 1/2" AC	12	$ 57.00
182	WTCLA050	CLAMP FULL CIRC RPR RNG 9.30-9.70 X 10" AC	12	$ 70.47
183	WTCLA051	CLAMP FULL CIRC RPR RNG 9.00-9.40 X 6" ROMAC	12	$ 61.59
184	WTCLA055	CLAMP FULL CIRC RPR RNG 9.00-9.40 X7 1/2 C900AC CI	12	$ 51.23
185	WTCLA060	CLAMP FULL CIRC RPR RNG 8.99-9.79 X 12" C900 AC CI	12	
186	WTCLA065	CLAMP FULL CIRC RPR RNG 8.99-9.79X7 1/2" C900AC CI	12	
187	WTCLA070	CLAMP FULL CIRC RPR RNG 9.30-9.70 X 7 1/2" AC	12	
188	WTCLA075	CLAMP FULL CIRC RPR RNG 9.27-9.67 X 7 1/2" AC	12	
189	WTCLA085	CLAMP FULL CIRC RPR RNG 9.20-10.00 X 12 1/2, OD	12	$ 99.19
190	WTCLA090	CLAMP FULL CIRC RPR RNG 7.20-8.00 X 12 1/2", OD	12	$ 89.26
191	WTCLA095	CLAMP FULL CIRC RPR RNG 8.60-9.39 X 12 1/2" SS C900 CI	12	$ 67.86
192	WTCLA125	CLAMP, REPAIR SPOT 3" ODS X 4" STYLE "C"	12	
193	WTCLA130	CLAMP, REPAIR SPOT 4" ODS X 8" STYLE "C"	12	
194	WTCLA135	CLAMP, REPAIR SPOT 6" OD X 8"	12	$ 33.01
195	WTCLA140	CLAMP, REPAIR SPOT 6" STD X 8" STYLE "C"	12	$ 38.27
196	WTCLA145	CLAMP, REPAIR SPOT 8" ODS X 3" STYLE "SC"	12	$ 11.48
197	WTCLA150	CLAMP, REPAIR SPOT 8" ODS X 6" STYLE "SC"	12	$ 22.46
198	WTCLA155	CLAMP, REPAIR SPOT 3/4" STD STL X 4"	12	$ 4.35
199	WTCLA160	CLAMP, REPAIR 3/4" STD STL X 6"	12	$ 8.28
200	WTCLA165	CLAMP, REPAIR SPOT 1" STD STL X 4"	12	$ 4.72

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	City Part #	Description	Qty.	Unit Price
201	WTCLA170	CLAMP, REPAIR SPOT 1" STD STL X 6"	12	$ 8.83
202	WTCLA175	CLAMP, REPAIR SPOT 1 1/2" STD STL X 4"	12	$ 5.23
203	WTCLA180	CLAMP, REPAIR SPOT 1 1/2" STD STL X 6"	12	
204	WTCLA185	CLAMP, REPAIR SPOT 2" STD STL X 3"	12	$ 6.40
205	WTCLA190	CLAMP, REPAIR SPOT 2" STD STL X 6"	12	$ 12.33
206	WTCLA195	CLAMP, REPAIR SPOT 4" STD STL X 3"	12	$ 8.68
207	WTCLA200	CLAMP, REPAIR SPOT 4" STD STL X 6"	12	$ 16.10
208	WTCLA205	CLAMP, REPAIR SPOT 6" STD STL X 3"	12	$ 10.26
209	WTCLA210	CLAMP, REPAIR SPOT 6" STD STL X 6"	12	$ 20.00
210	WTCLA215	CLAMP, REPAIR SPOT 8" STD STL X 3"	12	$ 11.58
211	WTCLA220	CLAMP, REPAIR SPOT 8" STD STL X 6"	12	$ 26.32
212	WTCLA225	CLAMP, REPAIR SPOT 2 1/2" STD STL X 4"	12	$ 7.15
213	WTCLA230	CLAMP FULL CIRC RPR RNG 3.96-4.25 X 7 1/2" OD	12	$ 38.00
214	WTCLA235	CLAMP FULL CIRC RPR RNG 3.96-4.25 X 12 1/2" OD	12	$ 56.50
215	WTCOR001	VALVE CORPORATION STOP 3/4" IP X 1P	10	
216	WTCOR005	VALVE CORPORATION STOP 1" IP X 1P	10	
217	WTCOR010	VALVE CORPORATION STOP 1 1/2" IP X 1P	10	
218	WTCOR015	VALVE CORPORATION STOP 1 1/2" IP X PJ	10	$ 101.30
219	WTCOR020	VALVE CORPORATION STOP 2" IP X IP	10	
220	WTCOR025	VALVE CORPORATION STOP 2" IP X PJ	10	$ 167.38
221	WTCOR030	VALVE CORPORATION STOP 1" IP X PJ	10	$ 48.50
222	WTCOU001	COUPLING 3/4" PJ	20	$ 16.20
223	WTCOU005	COUP COMP 1/2" RNG .84 - .875 STD STL-ROMAC	25	
224	WTCOU010	COUP COMP 3/4" RNG 1.05 - 1.125 STD STL-ROMAC	100	
225	WTCOU015	COUP COMP 1" RNG 1.315 - 1.375 STD STL-ROMAC	100	
226	WTCOU020	COUP COMP 1 1/4" RNG 1.66 STD STL-ROMAC	50	
227	WTCOU025	COUP COMP 1 1/2" RNG 1.90 STD STL-ROMAC	50	$ 23.75

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
228	WTCOU030	COUP COMP 2" RNG 2.375 STD STL-ROMAC	50	$ 28.99
229	WTCOU035	COUP COMP 3" RNG 3.48 - 3.65 STD STL-ROMAC	2	
230	WTCOU040	COUP COMP 3" RNG 3.00 OD-ROMAC	2	
231	WTCOU045	COUP COMP 4" RNG 4.50-4.70 STD STL-ROMAC	2	
232	WTCOU050	COUP COMP 4" RNG 3.80 - 4.05 OD-ROMAC	2	
233	WTCOU055	COUP COMP 4" RNG 4.74 - 5.10 AC-ROMAC	2	
234	WTCOU060	COUP COMP 5" RNG 5.00 OD-ROMAC	2	
235	WTCOU065	COUP COMP 6" RNG 6.00 OD-ROMAC	2	
236	WTCOU070	COUP COMP 6" RNG 6.63 STD STL-ROMAC	2	
237	WTCOU075	COUP COMP 6" RNG 6.86 - 7.20 C900 AC CI-ROMAC	2	
238	WTCOU076	COUP COMP 6" RNG 7.15 - 7.35 AC - ROMAC	2	
239	WTCOU080	COUP COMP 6" RNG 6.60 - 6.91 C900-ROMAC	2	
240	WTCOU085	COUP COMP 8" RNG 7.80 - 8.10 OD-ROMAC	2	
241	WTCOU090	COUP COMP 8" RNG 8.63 STD STL-ROMAC	2	
242	WTCOU095	COUP COMP 8" RNG 8.60 - 9.06 CI-ROMAC	2	
243	WTCOU100	COUP COMP 8" RNG 8.99 - 9.45 C900 AC CI-ROMAC	2	
244	WTCOU105	COUP COMP 8" RNG 9.31 - 9.50 AC-ROMAC	2	
245	WTCOU110	COUP COMP 10" RNG 10.00 OD-ROMAC	6	
246	WTCOU115	COUP COMP 10" RNG 10.89 - 11.40 C900-ROMAC	6	
247	WTCOU120	COUP COMP 10" RNG 11.80 - 12.12 AC-ROMAC	6	
248	WTCOU125	COUPLING COMP 12" OD-ROMAC	2	
249	WTCOU130	COUPLING COMP 12" AC-ROMAC	2	
250	WTCOU135	COUPLING COMP 12" C-900-ROMAC	2	
251	WTCOU140	COUPLING COMP 4" 4.74-5.10 ROMAC	2	$ 53.12
252	WTCOU145	COUP COMP 2 1/2 RNG 2.88 STD STL-ROMAC	10	
253	WTCOU150	AB CENTER RING 10" (BARREL ONLY) ROMAC	6	$ 50.14
254	WTCOU151	AB CENTER RING 12" (BARREL ONLY) ROMAC	6	$ 58.29
255	WTCOU175	COUPLING 1" PJ X PJ	20	

EXHIBIT B PIPE & PIPE FITTING – PARTS LIST				
Item #	City Part #	Description	Qty.	Unit Price
256	WTCOU180	COUPLING 1 1/2" PJ X PJ	20	$ 48.64
257	WTCOU185	COUPLING 2" PJ X PJ	20	$ 67.04
258	WTCOU190	COUPLING, 1" PJ X PJ - 90 DEGREE ELBOW-ROMAC	20	$ 36.28
259	WTCOU195	COUPLING, 1 1/2" PJ X PJ - 90 DEGREE ELBOW-ROMAC	20	$ 49.66
260	WTCOU200	COUPLING, 2" PJ X PJ - 90 DEGREE ELBOW-ROMAC	20	$ 139.92
261	WTCOU205	COUPLING 10" FLANGED ADAPTER FXMJ	10	$ 127.00
262	WTCOU210	COUPLING 4" FLANGED ADAPTER FXMJ	10	$ 35.00
263	WTCOU215	COUPLING 6" FLANGED ADAPTER FXMJ	10	$ 48.00
264	WTCOU220	COUPLING 8" FLANGED ADAPTER FXMJ	10	$ 73.00
265	WTCOU225	COUPLING ANGLE METER 3/4" FMIP	10	
266	WTCOU230	COUPLING ANGLE METER 1" FMIP	10	
267	WTCOU235	COUPLING, 1/2" PVC SLIP X SLIP	50	
268	WTCOU240	COUPLING, 3/4" PVC SLIP X SLIP	100	
269	WTCOU245	COUPLING, 1" PVC SLIP X SLIP	100	
270	WTCOU250	COUPLING, 1 1/2" PVC SLIP X SLIP	50	
271	WTCOU255	COUPLING, 2" PVC SLIP X SLIP	50	
272	WTCOU260	COUPLING, 3/4" GALVANIZED	50	
273	WTCOU265	COUPLING, 1" GALVANIZED	100	
274	WTCOU270	COUPLING, 1 1/4" GALVANIZED	25	
275	WTCOU275	COUPLING, 1 1/2" GALVANIZED	25	
276	WTCOU280	COUPLING, 2" GALVANIZED	25	
277	WTCOU285	COUPLING, 3" GALVANIZED	12	
278	WTCOU290	COUPLING, 4" GALVANIZED	12	
279	WTCOU295	COUPLING LOKPAK METER X FLANGE 1 1.2"	2	$ 55.42
280	WTCOU300	COUPLING LOKPAK METER X FLANGE 2"	2	$ 67.98
281	WTCOU305	3" FORD ULTRA-FLEX WIDE RANGE COUPLING - FC2W	10	$ 73.00
282	WTCOU310	4" FORD ULTRA-FLEX WIDE RANGE COUPLING - FC2W	10	$ 82.00
283	WTCOU315	6" FORD ULTRA-FLEX WIDE RANGE COUPLING - FC2W	10	$ 114.00
284	WTCOU320	8" FORD ULTRA-FLEX WIDE RANGE COUPLING - FC2W	10	$ 135.25
285	WTCOU325	10" FORD ULTRA-FLEX WIDE RANGE COUPLING - FC2W	6	$ 177.00

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
286	WTCOU330	12" FORD ULTRA-FLEX WIDE RANGE COUPLING - FC2W	6	$ 210.00
287	WTCOU335	STRAIGHT METER COUPLING 1" FORD C38-44-1.5	20	$ 10.35
288	WTELB001	ELBOW EIGHT BEND 1 MIP X PJ	10	$ 29.67
289	WTELB005	ELBOW COUPLING 3/4" 90 DEG FMIP X PJ	10	$ 18.34
290	WTELB010	ELBOW COUPLING 3/4" 90 DEG MIP X PJ	10	$ 18.20
291	WTELB015	ELBOW COUPLING 1" 90 DEGREE FMIP X PJ	10	$ 27.50
292	WTELB020	ELBOW COUPLING 1" 90 DEGREE MIPT X PJ	10	$ 29.70
293	WTELB025	ELBOW COUOPLING 1 1/2" 90 DEGREE MIP X PJ	10	$ 56.35
294	WTELB030	ELBOW COUPLING 2" 90 DEGREE MIPT X PJ	10	$ 80.80
295	WTELB035	ELBOW, 10" DUCTILE IRON FXF 22 1/2 DEGREE	2	$ 220.00
296	WTELB040	ELBOW, 10" DUCTILE IRON FXF 45 DEGREE	2	$ 230.00
297	WTELB045	ELBOW, 10" DUCTILE IRON FXF 90 DEGREE	2	$ 275.00
298	WTELB050	ELBOW, 10" DUCTILE IRON FXMJ 22 1/2 DEGREE	2	$ 170.00
299	WTELB055	ELBOW, 10" DUCTILE IRON FXMJ 45 DEGREE	2	$ 190.00
300	WTELB060	ELBOW, 10" DUCTILE IRON FXMJ 90 DEGREE	2	$ 213.00
301	WTELB065	ELBOW, 10" DUCTILE IRON MJXMJ 22	2	$ 104.00
302	WTELB070	ELBOW, 10" DUCTILE IRON MJXMJ 45 DEGREE	2	$ 104.00
303	WTELB075	ELBOW, 10" DUCTILE IRON MJXMJ 90 DEGREE	2	$ 139.33
304	WTELB080	ELBOW, 12" DUCTILE IRON F X F 22 1/2 DEGREE	2	$ 325.09
305	WTELB085	ELBOW, 12" DUCTILE IRON F X F 45 DEGREE	2	$ 303.18
306	WTELB090	ELBOW, 12" DUCTILE IRON F X F 90 DEGREE	2	$ 359.01
307	WTELB095	ELBOW, 12" DUCTILE IRON FXMJ 22 1/2 DEGREE	2	$ 247.34
308	WTELB100	ELBOW, 12" DUCTILE IRON FXMJ 45 DEGREE	2	$ 283.35

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	City Part #	Description	Qty.	Unit Price
309	WTELB105	ELBOW, 12" DUCTILE IRON FXMJ 90 DEGREE	2	$ 305.26
310	WTELB110	ELBOW, 12" DUCTILE IRON MJXMJ 22 1/2 DEGREE	2	
311	WTELB115	ELBOW, 12" DUCTILE IRON MJXMJ 45 DEGREE	2	$ 154.98
312	WTELB120	ELBOW, 12" DUCTILE IRON MJXMJ 90	2	$ 187.33
313	WTELB125	ELBOW, 14" DUCTILE IRON FXF 90 DEGREE	1	
314	WTELB130	ELBOW, 14" DUCTILE IRON FXMJ 90 DEGREE	1	$ 518.15
315	WTELB135	ELBOW, 14" DUCTILE IRON MJXMJ 90 DEGREE	1	
316	WTELB140	ELBOW, 4" DUCTILE IRON FXF 22 1/2 DEGREE	10	
317	WTELB145	ELBOW, 4" DUCTILE IRON FXF 45 DEGREE	10	
318	WTELB150	ELBOW, 4" DUCTILE IRON F X F 90 DEGREE	12	$ 67.84
319	WTELB155	ELBOW, 4" DUCTILE IRON F X MJ 22 1/2 DEGREE	12	
320	WTELB160	ELBOW, 4" DUCTILE IRON F X MJ 45 DEGREE	12	$ 45.92
321	WTELB165	ELBOW, 4" DUCTILE IRON F X MJ 90 DEGREE	12	$ 41.75
322	WTELB170	ELBOW, 4" DUCTILE IRON MJXMJ 22 1/2 DEGREE	12	
323	WTELB175	ELBOW, 4" DUCTILE IRON MJXMJ 45 DEGREE	12	
324	WTELB180	ELBOW, 4" DUCTILE IRON MJXMJ 90 DEGREE	12	
325	WTELB185	ELBOW, 4" DUCTILE IRON FXF 22 1/2 DEGREE	12	
326	WTELB190	ELBOW, 6" DUCTILE IRON FXF 45 DEGREE	12	$ 93.41
327	WTELB195	ELBOW, 6" DUCTILE IRON FXF 90 DEGREE	12	$ 105.41
328	WTELB200	ELBOW, 6" DUCTILE IRON FXMJ 45 DEGREE	12	
329	WTELB205	ELBOW, 6" DUCTILE IRON FXMJ 90 DEGREE	12	$ 74.62
330	WTELB210	ELBOW, 6" DUCTILE IRON MJXMJ 22 1/2 DEGREE	12	$ 44.88
331	WTELB215	ELBOW, 6" DUCTILE IRON MJXMJ 45 DEGREE	12	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	City Part #	Description	Qty.	Unit Price
332	WTELB220	ELBOW, 6" DUCTILE IRON MJXMJ 90 DEGREE	12	
333	WTELB225	ELBOW, 8" DUCTILE IRON FXF 22 1/2 DEGREE	12	$ 139.85
334	WTELB230	ELBOW, 8" DUCTILE IRON FXF 45 DEGREE	12	$ 142.98
335	WTELB235	ELBOW, 8" DUCTILE IRON FXF 90 DEGREE	12	$ 173.98
336	WTELB240	ELBOW, 8" DUCTILE IRON FXMJ 22 1/2 DEGREE	12	$ 116.37
337	WTELB245	ELBOW, 8" DUCTILE IRON FXMJ 45 DEGREE	12	$ 129.41
338	WTELB250	ELBOW, 8" DUCTILE IRON FXMJ 90 DEGREE	12	$ 129.93
339	WTELB255	ELBOW, 8" DUCTILE IRON MJXMJ 22 1/2 DEGREE	12	
340	WTELB260	ELBOW, 8" DUCTILE IRON MJXMJ 45 DEGREE	12	$ 70.97
341	WTELB265	ELBOW, 8" DUCTILE IRON MJXMJ 90 DEGREE	12	$ 87.67
342	WTELB270	ELBOW, 3/4" 90 DEGREE BRASS	10	
343	WTELB275	ELBOW, 1" 90 DEGREE BRASS	10	
344	WTELB280	ELBOW, 1 1/2" 90 DEGREE BRASS	10	
345	WTELB285	ELBOW, 2" 90 DEGREE BRASS	10	
346	WTELB290	ELBOW, 3/4" 45 DEGREE GALVANIZED	25	
347	WTELB295	ELBOW, 3/4" 90 DEGREE GALVANIZED	25	
348	WTELB300	ELBOW, 1 1/4" 45 DEGREE GALVANIZED	25	
349	WTELB305	ELBOW, 1 1/4" 90 DEGREE GALVANIZED	25	
350	WTELB310	ELBOW, 1" 45 DEGREE GALVANIZED	20	
351	WTELB315	ELBOW, 1" 90 DEGREE GALVANIZED	20	
352	WTELB320	ELBOW, 1 1/2" 45 DEGREE GALVANIZED	20	
353	WTELB325	ELBOW, 1 1/2" 90 DEGREE GALVANIZED	30	
354	WTELB330	ELBOW, 2" 45 DEGREE GALVANIZED	20	
355	WTELB335	ELBOW, 2" 90 DEGREE GALVANIZED	30	
356	WTELB340	ELBOW, 3" 45 DEGREE GALVANIZED	6	
357	WTELB345	ELBOW, 3" 90 DEGREE GALVANIZED	6	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
358	WTELB350	ELBOW, 4" 45 DEGREE GALVANIZED	5	
359	WTELB355	ELBOW, 4" 90 DEGREE GALVANIZED	10	
360	WTELB360	ELBOW, 3/4" 90 DEGREE BRASS STREET	10	
361	WTELB365	ELBOW, 1" 90 DEGREE BRASS STREET	10	
362	WTELB370	ELBOW, 1 1/2" 90 DEGREE BRASS STREET	10	
363	WTELB375	ELBOW, 2" 90 DEGREE BRASS STREET	10	
364	WTELB380	ELBOW, 3/4" 90 DEGREE GALVANIZED STREET	20	
365	WTELB385	ELBOW, 1 1/4" 90 DEGREE GALVANIZED STREET	20	
366	WTELB390	ELBOW, 1" 90 DEGREE GALVANIZED STREET	60	
367	WTELB395	ELBOW, 1 1/2" 90 DEGREE GALVANIZED STREET	20	
368	WTELB400	ELBOW, 2" 90 DEGREE GALVANIZED STREET	20	
369	WTELB405	ELBOW, 3" 90 DEGREE GALVANIZED SHEET	4	
370	WTELB410	ELBOW, 1/2" 90 DEGREE PVC	25	
371	WTELB415	ELBOW, 3/4" 90 DEGREE PVC	100	
372	WTELB420	ELBOW, 1" 90 DEGREE PVC	200	
373	WTELB425	ELBOW, 1 1/2" 90 DEGREE PVC	50	
374	WTELB430	ELBOW, 2" 90 DEGREE PVC	50	
375	WTELB435	ELBOW, 1/2" 45 DEGREE PVC	25	
376	WTELB440	ELBOW, 3/4" 45 DEGREE PVC	50	
377	WTELB445	ELBOW, 1" 45 DEGREE PVC	100	
378	WTELB450	ELBOW, 1 1/2" 45 DEGREE PVC	25	
379	WTELB455	ELBOW, 2" 45 DEGREE PVC	25	
380	WTELB460	ELBOW COUPLING 1" 90 DEGREE PJ X PJ	20	$ 36.28
381	WTELB465	ELBOW COUPLING 1 1/2" 90 DEGREE FMIPT X PJ	20	
382	WTELB470	ELBOW COUPLING 1 1/2" 90 DEGREE PJ X PJ	20	$ 49.66
383	WTELB475	ELBOW COUPLING 2" 90 DEGREE FMIPT X PJ	20	
384	WTELB480	ELBOW COUPLING 2" 90 DEGREE PJ X PJ	20	$ 67.04
385	WTFDC001	FDC BRASS 4" CHECK VALVE	5	$ 106.00

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
386	WTFDC005	FDC 4" FIRE HOSE CONNECTION - STRAIGHT	5	$ 68.00
387	WTFDC010	FDC 4" FIRE HOSE CONNECTION - ANGLE	5	$ 75.00
388	WTFLG001	FLANGE, FILLER 4" X 1/2"	5	$ 16.25
389	WTFLG005	FLANGE, FILLER 4" X 3/4"	5	$ 22.54
390	WTFLG010	FLANGE, FILLER 4" X 1"	5	$ 36.80
391	WTFLG015	FLANGE, FILLER 4" X 1 1/4"	5	
392	WTFLG020	FLANGE, FILLER 4" X 1 1/2"	5	
393	WTFLG025	FLANGE, FILLER 4" X 2"	5	$ 59.34
394	WTFLG030	FLANGE, FILLER 6" X 1/2"	5	$ 20.55
395	WTFLG035	FLANGE, FILLER 6" X 3/4"	5	$ 29.17
396	WTFLG040	FLANGE, FILLER 6" X 1"	5	
397	WTFLG041	FLANGE, FILLER 6" X 1 1/4"	5	
398	WTFLG045	FLANGE, FILLER 6" X 1 1/2"	5	
399	WTFLG050	FLANGE, FILLER 6" X 2"	5	
400	WTFLG055	FLANGE 10" BLIND FLANGE	4	
401	WTFLG060	FLANGE 3" BLIND FLANGE	4	
402	WTFLG065	FLANGE 4" BLIND FLANGE	4	$ 31.31
403	WTFLG070	FLANGE 6" BLIND FLANGE	4	
404	WTFLG075	FLANGE 8" BLIND FLANGE	4	
405	WTFLG090	FLANGE, COMPANION 3" 4 BOLT DI OR CI	10	
406	WTFLG095	FLANGE, COMPANION 4" 8 BOLT DI OR CI	10	$ 19.00
407	WTFLG100	FLANGE, COMPANION 6" 8 BOLT DI	10	
408	WTFLG105	FLANGE, COMPANION 8" 8 BOLT DI OR CI	10	$ 43.91
409	WTFLG110	FLANGE, METER 1 1/2" C.I. OR BRASS	60	
410	WTFLG115	FLANGE, 2" C.I. OR BRASS	60	
411	WTFLG150	FLANGE, 12" BLIND FLANGE	2	
412	WTFLG155	FLANGE, REDUCING 2" X 9"	2	$ 21.52
413	WTFLG160	FLANGE, REDUCING 3" X 9"	2	
414	WTFLG165	FLANGE, REDUCING 4" X 9"	2	$ 19.00
415	WTFLG170	FLANGE, REDUCING 3" X 11"	2	
416	WTFLG175	FLANGE, REDUCING 4" X 11"	2	
417	WTFLG180	FLANGE, REDUCING 3" X 13 1/2"	2	
418	WTFLG185	FLANGE, REDUCING 4" X 13 1/2	2	
419	WTGAS001	GASKETS, 10" FLANGE	50	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
420	WTGAS005	GASKETS, 12" FLANGE	50	
421	WTGAS010	GASKETS, 14" FLANGE	10	$ 3.50
422	WTGAS015	GASKETS, 16" FLANGE	10	$ 5.81
423	WTGAS020	GASKETS, 3" FLANGE	50	$ 0.58
424	WTGAS025	GASKETS, 4" FLANGE	100	
425	WTGAS030	GASKETS, 6" FLANGE	100	
426	WTGAS035	GASKETS, 8' FLANGE	100	
427	WTGAS040	GASKETS, 6" FIRE HYDRANT FLANGE GASKET	100	$ 2.14
428	WTGAS045	GASKETS, 3/4" METER	100	
429	WTGAS050	GASKETS, 1" METER	200	
430	WTGAS055	GASKETS, 1 1/2" METER	50	$ 0.90
431	WTGAS060	GASKETS, 2" METER	100	$ 0.90
432	WTGAS110	GASKETS, 4" CL PUMP GASKETS, DELTA RUBBER	40	$ 22.00
433	WTHYD001	FIRE HYDRANT W/ 1 - 2 1/2" & 1 - 4 1/2" OUTLET	30	$ 1,053.50
434	WTHYD005	FIRE HYDRANT BURY, 30" X MJ W/MJ ACC	12	
435	WTHYD010	FIRE HYDRANT BURY, 36" X MJ W/MJ ACC	12	
436	WTHYD015	FIRE HYDRANT BURY, 40" X MJ W/MJ ACC	8	**No Bid**
437	WTHYD020	FIRE HYDRANT BURY, 42" X MJ W/MJ ACC	8	
438	WTHYD055	FIRE HYDRANT RISER SPOOL, BREAK AWAY 10" 6 BOLT	10	
439	WTHYD060	FIRE HYDRANT RISER SPOOL, BREAK AWAY 12" 6 BOLT	10	
440	WTHYD065	FIRE HYDRANT RISER SPOOL, BREAK AWAY 4" 6 BOLT	40	
441	WTHYD070	FIRE HYDRANT RISER SPOOL, BREAK AWAY 6" 6 BOLT	40	
442	WTHYD075	FIRE HYDRANT RISER SPOOL, BREAK AWAY 8" 6 BOLT	20	
443	WTHYD080	FIRE HYDRANT RISER SPOOL, 10" SOLID 6 BOLT	20	
444	WTHYD085	FIRE HYDRANT RISER SPOOL, 12" SOLID 6 BOLT	20	
445	WTHYD090	FIRE HYDRANT RISER SPOOL, 4" SOLID 6 BOLT	10	
446	WTHYD095	FIRE HYDRANT RISER SPOOL, 6" SOLID 6 BOLT	40	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
447	WTHYD100	FIRE HYDRANT RISER SPOOL, 8" SOLID 6 BOLT	40	
448	WTHYD105	FIRE HYDRANT BREAKAWAY BOLTS/NUTS SET	100	
449	WTHYD110	FIRE HYDRANT SOLID BOLTS/NUTS SET	100	$ 2.80
450	WTINS001	INSERT, 3/4" IPS STAIN STEEL POLYETHYLENE (51)	60	$ 1.14
451	WTINS005	INSERT, 1" IPS STAIN STEEL POLYETHYLENE (52)	60	$ 1.32
452	WTINS010	INSERT, 1 1/2" CTS STAIN STEEL POLYETHYLENE (73)	60	$ 1.56
453	WTINS015	INSERT, 2" CTS STAIN STEEL POLYETHYLENE (74)	60	$ 1.56
454	WTADF001	3" ADAPTER FLANGE FOR 3.80 OD 131090, PART# 899	2	
455	WTADF005	4" ADAPTER FLANGE FOR 4.80 OD 1	2	
456	WTADF010	6" ADAPTER FLANGE FOR 6.90 OD 131113, PART# 939	2	
457	WTADF015	8" ADAPTER FLANGE FOR 9.05 OD 131120, PART# 968	2	
458	WTADF020	10" ADAPTER FLANGE FOR 11.10 OD 131137, PART# 994	2	
459	WTADF025	12" ADAPTER FLANGE FOR 13.20 OD 131144, PART# 1013	2	
460	WTMEC001	MECHANICAL JOINT KIT 4" FOR IPS, TRANSITION KIT	2	
461	WTMEC005	MECHANICAL JOINT KIT 6" FOR IPS, TRANSITION KIT	2	
462	WTMEC010	MECHANICAL JOINT KIT 4" FOR C900	24	$ 11.48
463	WTMEC015	MECHANICAL JOINT KIT 6" FOR C900	24	
464	WTMEC020	MECHANICAL JOINT KIT 8" FOR C900	24	
465	WTMEC030	MECHANICAL JOINT KIT 10" FOR C900	24	
466	WTMEC035	MECHANICAL JOINT KIT 12" FOR C900	24	
467	WTMEC040	MECHANICAL JOINT GRIP RING KIT 4" FOR C900	16	
468	WTMEC045	MECHANICAL JOINT GRIP RING KIT 6" FOR C900	16	
469	WTMEC050	MECHANICAL JOINT GRIP RING KIT 8" FOR C900	16	
470	WTMEC055	MECHANICAL JOINT GRIP RING KIT 10" FOR C900	10	
471	WTMEC060	MECHANICAL JOINT GRIP RING KIT 12" FOR C900	10	
472	WTMEC065	MECHANICAL JOINT GASKET 4" FOR C900	10	
473	WTMEC070	MECHANICAL JOINT GASKET 6" FOR C900	10	
474	WTMEC075	MECHANICAL JOINT GASKET 8" FOR C900	40	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	City Part #	Description	Qty.	Unit Price
475	WTMEC080	MECHANICAL JOINT GASKET 10" FOR C900	10	
476	WTMEC085	MECHANICAL JOINT GASKET 12" FOR C900	10	
477	WTNIP001	NIPPLE, 3/4" X CLOSE BRASS	10	
478	WTNIP005	NIPPLE, 1" X CLOSE BRASS	10	
479	WTNIP010	NIPPLE, 1 1/2" X CLOSE BRASS	10	
480	WTNIP015	NIPPLE, 2" X CLOSE BRASS	10	
481	WTNIP030	NIPPLE, 3/4" X 2" GALVANIZED	24	
482	WTNIP035	NIPPLE, 3/4" X 3" GALVANIZED	24	
483	WTNIP040	NIPPLE, 3/4" X 4" GALVANIZED	24	
484	WTNIP045	NIPPLE, 3/4" X 5" GALVANIZED	24	
485	WTNIP050	NIPPLE, 3/4" X 6" GALVANIZED	24	
486	WTNIP055	NIPPLE, 3/4" X CLOSE GALVANIZED	24	
487	WTNIP060	NIPPLE, 1 1/4" X 2" GALVANIZED	20	
488	WTNIP065	NIPPLE, 1 1/4" X 3" GALVANIZED	20	
489	WTNIP070	NIPPLE, 1 1/4" X 4" GALVANIZED	20	
490	WTNIP075	NIPPLE, 1 1/4" X 5" GALVANIZED	20	
491	WTNIP080	NIPPLE, 1 1/4" X 6" GALVANIZED	20	
492	WTNIP085	NIPPLE, 1 1/4" X CLOSE GALVANIZED	20	
493	WTNIP090	NIPPLE, 1 1/2" X 2" GALVANIZED	24	
494	WTNIP095	NIPPLE, 1 1/2" X 3" GALVANIZED	24	
495	WTNIP100	NIPPLE, 1 1/2" X 4" GALVANIZED	24	
496	WTNIP105	NIPPLE, 1 1/2" X 5" GALVANIZED	24	
497	WTNIP110	NIPPLE, 1 1/2" X 6" GALVANIZED	24	
498	WTNIP115	NIPPLE, 1 1/2" X CLOSE GALVANIZED	24	
499	WTNIP120	NIPPLE, 1" X 2" GALVANIZED	24	
500	WTNIP125	NIPPLE, 1" X 3" GALVANIZED	24	
501	WTNIP130	NIPPLE, 1" X 4" GALVANIZED	24	
502	WTNIP135	NIPPLE, 1" X 5" GALVANIZED	24	
503	WTNIP140	NIPPLE, 1" X 6" GALVANIZED	24	
504	WTNIP145	NIPPLE, 1" X CLOSE GALVANIZED	24	
505	WTNIP150	NIPPLE, 2" X 3" GALVANIZED	24	
506	WTNIP155	NIPPLE, 2" X 4" GALVANIZED	24	
507	WTNIP160	NIPPLE, 2" X 5" GALVANIZED	24	
508	WTNIP165	NIPPLE, 2" X 6" GALVANIZED	24	
509	WTNIP170	NIPPLE, 2" X CLOSE GALVANIZED	24	
510	WTNIP175	NIPPLE, 3" X 2" GALVANIZED	10	$ 5.68

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	City Part #	Description	Qty.	Unit Price
511	WTNIP180	NIPPLE, 3" X 3" GALVANIZED	10	
512	WTNIP185	NIPPLE, 3" X 4" GALVANIZED	10	
513	WTNIP190	NIPPLE, 3" X 5" GALVANIZED	10	
514	WTNIP200	NIPPLE, 3" X 6" GALVANIZED	10	
515	WTNIP205	NIPPLE, 3" X CLOSE GALVANIZED	10	
516	WTNIP210	NIPPLE, 4" X 4" GALVANIZED	10	
517	WTNIP215	NIPPLE, 4" X 5" GALVANIZED	10	
518	WTNIP220	NIPPLE, 4" X 6" GALVANIZED	10	
519	WTNIP225	NIPPLE, 4" X CLOSE GALVANIZED	10	
520	WTPIP005	PIPE STANDARD GALVANIZED STEEL 3/4"	100	$ 0.95
521	WTPIP010	PIPE STANDARD GALVANIZED STEEL 1"	200	$ 1.41
522	WTPIP015	PIPE STANDARD GALVANIZED STEEL 1 1/2"	200	$ 2.29
523	WTPIP020	PIPE STANDARD GALVANIZED STEEL 2"	200	$ 3.08
524	WTPIP025	PIPE STANDARD GALVANIZED STEEL 3"	100	$ 6.64
525	WTPIP030	PIPE STANDARD GALVANIZED STEEL 4"	100	$ 9.46
526	WTPIP040	PIPE PVC CL150/C900-10"	100	
527	WTPIP045	PIPE PVC CL150/C900-12"	100	
528	WTPIP060	PIPE PVC CL150/C900-4"	200	
529	WTPIP065	PIPE PVC CL150/C900-6"	400	
530	WTPIP070	PIPE PVC CL150/C900-8"	200	
531	WTPIP071	PIPE LUB 1 QT. / 2 LB.	10	$ 3.50
532	WTPIP075	PIPE PVC SCHEDULE 40 1/2"	100	$ 0.16
533	WTPIP080	PIPE PVC SCHEDULE 40 3/4"	100	$ 0.21
534	WTPIP085	PIPE PVC SCHEDULE 40 1"	200	$ 0.49
535	WTPIP090	PIPE PVC SCHEDULE 40 1 1/2"	100	$ 0.64
536	WTPIP095	PIPE PVC SCHEDULE 40 2"	200	$ 0.31
537	WTPIP100	PIPE POLYETHYLENE TUBING 3/4" IPS	200	
538	WTPIP105	PIPE POLYETHYLENE TUBING 1" IPS	600	
539	WTPIP110	PIPE POLYETHYLENE TUBING 1 1/2" CTS	600	
540	WTPIP115	PIPE POLYETHYLENE TUBING 2" CTS	600	
541	WTPLG001	PLUG, 1/2" GALVANIZED	50	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	City Part #	Description	Qty.	Unit Price
542	WTPLG005	PLUG, 3/4" GALVANIZED	50	
543	WTPLG010	PLUG, 1" GALVANIZED	20	
544	WTPLG015	PLUG, 1 1/4" GALVANIZED	25	
545	WTPLG020	PLUG, 1 1/2" GALVANIZED	25	
546	WTPLG025	PLUG, 2" GALVANIZED	8	
547	WTPLG030	PLUG, 3" GALVANIZED	10	
548	WTPLG035	PLUG, 4" GALVANIZED	2	
549	WTPLG040	PLUG, 1 1/4" PVC MALE THREAD	60	
550	WTRED001	REDUCER DUCTILE IRON 10" X 6" F X F	2	$ 154.98
551	WTRED005	REDUCER DUCTILE IRON 10" X 8" F X F	2	$ 193.59
552	WTRED010	REDUCER DUCTILE IRON 10" X 8" F X MJ	2	**No Bid**
553	WTRED015	REDUCER DUCTILE IRON 10" X 8" MJ X MJ	2	
554	WTRED020	REDUCER DUCTILE IRON 12" X 10" F X F	2	$ 290.65
555	WTRED025	REDUCER DUCTILE IRON 12" X 10" F X MJ	2	**No Bid**
556	WTRED030	REDUCER DUCTILE IRON 12" X 10" MJ X MJ	2	$ 98.62
557	WTRED035	REDUCER DUCTILE IRON 12" X 6" F X F	2	$ 229.60
558	WTRED040	REDUCER DUCTILE IRON 12" X 8" F X F	2	$ 256.73
559	WTRED045	REDUCER DUCTILE IRON 4" X 3" F X F	2	
560	WTRED050	REDUCER DUCTILE IRON 4" X 3" F X MJ	2	**No Bid**
561	WTRED055	REDUCER DUCTILE IRON 4" X 3" MJ X MJ	2	
562	WTRED060	REDUCER DUCTILE IRON 6" X 4" F X F	2	$ 72.53
563	WTRED065	REDUCER DUCTILE IRON 6" X 4" F X MJ	2	**No Bid**
564	WTRED070	REDUCER DUCTILE IRON 6" X 4" MJ X MJ	2	$ 34.96
565	WTRED075	REDUCER DUCTILE IRON 8" X 6" F X F	2	$ 118.97
566	WTRED080	REDUCER DUCTILE IRON 8" X 6" F X MJ	2	$ 152.89
567	WTRED085	REDUCER DUCTILE IRON 8" X 6" MJ X MJ	2	
568	WTRED090	REDUCER, 3/4" X 1/2" GALVANIZED	25	
569	WTRED095	REDUCER, 1" X 3/4" GALVANIZED	50	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	City Part #	Description	Qty.	Unit Price
570	WTRED100	REDUCER, 1 1/4" X 1" GALVANIZED	50	
571	WTRED105	REDUCER, 1 1/2" X 1" GALVANIZED	50	
572	WTRED110	REDUCER, 2" X 1 1/2" GALVANIZED	24	
573	WTRED115	REDUCER, 3" X 2" GALVANIZED	24	
574	WTRED120	REDUCER, 4" X 3" GALVANIZED	12	
575	WTRED125	REDUCER, 1/2" X 3/4" PVC SLIP	25	
576	WTRED130	REDUCER, 3/4" X 1" PVC SLIP	100	
577	WTRED135	REDUCER, 1" X 1 1/2" PVC SLIP	50	$ 0.64
578	WTRED140	REDUCER, 1 1/2" X 2" PVC SLIP	50	$ 0.75
579	WTSPO001	SPOOL DUCTILE IRON 10" X 1' F X F	4	
580	WTSPO005	SPOOL DUCTILE IRON 10" X 2' F X F	4	
581	WTSPO010	SPOOL DUCTILE IRON 10" X 3' F X F	4	
582	WTSPO015	SPOOL DUCTILE IRON 10" X 4' F X F	4	
583	WTSPO020	SPOOL DUCTILE IRON 10" X 5' F X F	4	
584	WTSPO025	SPOOL DUCTILE IRON 6" X 1' F X F	10	
585	WTSPO030	SPOOL DUCTILE IRON 6" X 2' F X F	10	
586	WTSPO035	SPOOL DUCTILE IRON 6" X 3' F X F	10	
587	WTSPO040	SPOOL DUCTILE IRON 6" X 4' F X F	10	
588	WTSPO045	SPOOL DUCTILE IRON 6" X 5' F X F	10	
589	WTSPO050	SPOOL DUCTILE IRON 8" X 1' F X F	8	
590	WTSPO055	SPOOL DUCTILE IRON 8" X 2' F X F	8	
591	WTSPO060	SPOOL DUCTILE IRON 8" X 3' F X F	8	
592	WTSPO065	SPOOL DUCTILE IRON 8" X 4' F X F	8	
593	WTSPO070	SPOOL DUCTILE IRON 8" X 5' F X F	8	
594	WTSPO075	SPOOL DUCTILE IRON 4" X 1' F X F	10	
595	WTSPO080	SPOOL DUCTILE IRON 4" X 2' F X F	10	
596	WTSPO085	SPOOL DUCTILE IRON 4" X 3' F X F	10	
597	WTSPO090	SPOOL DUCTILE IRON 4" X 4' F X F	10	
598	WTSPO095	SPOOL DUCTILE IRON 4" X 5' F X F	10	
599	WTSPO100	SPOOL DUCTILE IRON 3" X 2' F X F	1	$ 133.33
600	WTTEE055	TEE DUCTILE IRON 4" X 4" F X F	2	$ 124.19
601	WTTEE060	TEE DUCTILE IRON 4" X 4" MJ X F	2	
602	WTTEE065	TEE DUCTILE IRON 6" X 4" F X F	2	$ 171.68
603	WTTEE070	TEE DUCTILE IRON 6" X 4" MJ X F	2	
604	WTTEE075	TEE DUCTILE IRON 6" X 6" F X F	2	$ 154.98
605	WTTEE080	TEE DUCTILE IRON 6" X 6" MJ X F	2	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	City Part #	Description	Qty.	Unit Price
606	WTTEE085	TEE DUCTILE IRON 8" X 6" F X F	2	$ 223.86
607	WTTEE090	TEE DUCTILE IRON 8" X 6" MJ X F	2	
608	WTTEE095	TEE DUCTILE IRON 8" X 8" F X F	2	$ 258.82
609	WTTEE100	TEE DUCTILE IRON 8" X 8" MJ X F	2	$ 154.98
610	WTTEE105	TEE DUCTILE IRON 10" X 12" F X F	2	
611	WTTEE125	TEE, 3/4" X 3/4" GALVANIZED	2	
612	WTTEE130	TEE, 1" X 1" GALVANIZED	10	
613	WTTEE135	TEE, 1 1/4" X 1 1/4" GALVANIZED	2	
614	WTTEE140	TEE, 1 1/2" X 1 1/2" GALVANIZED	10	
615	WTTEE145	TEE, 2" X 2" GALVANIZED	10	
616	WTTEE150	TEE, 3" X 3" GALVANIZED	2	
617	WTTEE155	TEE, 4" X 4" GALVANIZED	2	
618	WTTEE160	TEE, 1/2" PVC SLIP	10	
619	WTTEE165	TEE, 3/4" PVC SLIP	10	
620	WTTEE170	TEE, 1" PVC SLIP	10	
621	WTTEE175	TEE, 1 1/2" PVC SLIP	10	
622	WTTEE180	TEE, 2" PVC SLIP	10	
623	WTUNI001	UNION, 3/4" GALVANIZED	20	
624	WTUNI005	UNION, 1" GALVANIZED	20	
625	WTUNI010	UNION, 1 1/4 GALVANIZED	6	
626	WTUNI015	UNION, 1 1/2" GALVANIZED	20	
627	WTUNI020	UNION, 2" GALVANIZED	20	
628	WTUNI025	UNION, 3" GALVANIZED	2	
629	WTVLV001	VALVE ANGLE METER BALL 3/4" FMIP	12	$ 48.05
630	WTVLV005	VALVE ANGLE METER BALL 3/4" PJ	12	$ 59.96
631	WTVLV010	VALVE ANGLE METER BALL 1" FMIP	12	$ 73.15
632	WTVLV015	VALVE ANGLE METER BALL 1" PJ	12	$ 86.34
633	WTVLV020	VALVE ANGLE METER BALL 1 1/2" FMIP X FLG	12	$ 157.12
634	WTVLV021	VALVE ANGLE METER BALL 1 1/2" PJ X FLG	4	
635	WTVLV025	VALVE ANGLE METER BALL 2" FMIP X FLG	12	$ 185.41
636	WTVLV026	VALVE ANGLE METER BALL 2" PJ X FLG	4	
637	WTVLV030	VALVE, 3/4" BALL W/HANDLE FMIP X FMIP	12	$ 40.78
638	WTVLV035	VALVE, 1" BALL W/HANDLE FMIP X FMIP	12	$ 60.21

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	City Part #	Description	Qty.	Unit Price
639	WTVLV040	VALVE 1 1/2" BALL W/HANDLE FMIP X FMIP	12	$ 124.05
640	WTVLV045	VALVE, 2" BALL W/HANDLE FMIP X FMIP	12	$ 177.32
641	WTVLV060	VALVE, BALL 1 1/2" FMIP X FMIP	12	$ 116.64
642	WTVLV065	VALVE, 10" RS GATE FL X FL	2	
643	WTVLV070	VALVE, 12" RS GATE FL X FL	2	
644	WTVLV075	VALVE, 3" RS GATE FL X FL	2	
645	WTVLV080	VALVE, 4" RS GATE FL X FL	2	
646	WTVLV085	VALVE, 6" RS GATE FL X FL	4	
647	WTVLV090	VALVE, 8" RS GATE FL X FL	4	
648	WTVLV095	VALVE, 10" RS GATE FLG X MJ	4	
649	WTVLV100	VALVE, 12" RS GATE FLG X MJ	2	
650	WTVLV105	VALVE, 4" RS GATE FLG X MJ	10	
651	WTVLV110	VALVE, 6" RS GATE FLG X MJ	10	
652	WTVLV115	VALVE, 8" RS GATE FLG X MJ	10	
653	WTVLV120	VALVE, 10" RS GATE MJ X MJ	4	
654	WTVLV125	VALVE, 12" RS GATE MJ X MJ	2	
655	WTVLV130	VALVE, 4" RS GATE MJ X MJ	5	
656	WTVLV135	VALVE, 6" RS GATE MJ X MJ	5	
657	WTVLV140	VALVE, 8" RS GATE MJ X MJ	5	
658	WTVLV145	VALVE, 6" RS GATE RT X RT	2	
659	WTVLV150	VALVE, 8" RS GATE RT X RT	2	
660	WTVLV155	VALVE, 3/4" STRAIGHT COMP MTR GLOBE	25	$ 30.05
661	WTVLV160	VALVE, 1" STRAIGHT COMP MTR GLOBE	25	$ 44.17
662	WTVLV165	VALVE, 3/4" GATE - RED & WHITE	5	$ 11.68
663	WTVLV170	VALVE, 1" GATE - RED & WHITE	5	$ 16.25
664	WTVLV175	VALVE, 1 1/2" GATE - RED & WHITE	20	$ 30.85
665	WTVLV180	VALVE, 2" GATE - RED & WHITE	20	$ 46.00
666	WTVLV181	VALVE, 2 1/2" GATE - RED & WHITE	5	$ 89.90
667	WTVLV182	VALVE, 3" GATE - RED & WHITE	5	$ 127.00
668	WTVLV185	VALVE, 4" GATE - RED & WHITE - STYLE #206	5	$ 311.00
669	WTVLV190	VALVE, 4" GATE - RED & WHITE - STYLE #267	5	$ 100.00
670	WTVLV195	VALVE, BALL 2" FMIP X FMIP	10	
671	WTVLV200	VALVE, 1 1/2" HAND FMIP X METER FLANGE	2	$ 128.47
672	WTVLV205	VALVE, 1" ANGLE METER BALL VALVE, PJ X 45	25	

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
HD SUPPLY WATERWORKS LTD
for
PIPE AND PIPE FITTINGS
CONTRACT NO. 14-047

THIS AGREEMENT is made this 24th day of June, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and HD SUPPLY WATERWORKS, LTD, a California Limited Company, hereinafter referred to as "SUPPLIER."

W I T N E S S E T H:

WHEREAS, CITY has a need for pipe & pipe fittings; and

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

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

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

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

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

4. COMPENSATION: CITY agrees to pay SUPPLIER in accordance with Exhibit B as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Twenty Nine Thousand and No/100ths Dollars ($29,000.00). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

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

OK for Agenda

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of Twelve months (12) beginning July 1, 2014 and ending June 30, 2015, subject to CITY's availability of funds.

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

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

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

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

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

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

(2) Workers' Compensation: as statutorily required by the State of

California. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

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

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

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

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

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

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

(e) Automobile Insurance: SUPPLIER shall furnish CITY with proof of automobile liability coverage and a valid California driver license.

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

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

(h) Waiver of Subrogation: SUPPLIER hereby agrees to waive subrogation which any insurer of SUPPLIER may acquire from SUPPLIER by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by SUPPLIER, its agents, employees,

independent contractors and subcontractors. SUPPLIER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

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

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay SUPPLIER an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of SUPPLIER, SUPPLIER understands and agrees that CITY may, in CITY's sole discretion, refuse to

pay SUPPLIER for that portion of SUPPLIER'S services which were performed by SUPPLIER on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

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

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

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

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

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

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

18. INTEREST OF SUPPLIER: SUPPLIER warrants that it presently has no interest and

shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUPPLIER warrants that, in performance of this Agreement, SUPPLIER shall not employ any person having any such interest. SUPPLIER agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

for SUPPLIER:
HD SUPPLY WATERWORKS, LTD
ATTENTION: HERMAN SILVA, OPERATION MANAGER
4212 BANGS AVE
MODESTO, CA 95356
PHONE: (209) 543-0786 FAX: (209) 545-3705
EMAIL: herman.silva@hdsupply.com

for CITY:
CITY OF TURLOCK
ATTN: LARRY GILLEY, UTILILIES MANAGER
MUNICIPAL SERVICES UTILITIES DIVISION
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4442
FAX: (209) 668-5695
EMAIL: lgilley@turlock.ca.us

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

SUPPLIER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

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

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

HD SUPPLY WATERWORKS, LTD

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A
REQUEST FOR BID AND SPECIFICATIONS NO. 14-285
PIPE AND PIPE FITTINGS
SPECIFICATIONS

1.1 SCOPE OF WORK

The City of Turlock has shown on the parts list, Exhibit "B", and the quantities of materials that it expects to be purchase in the next fiscal year. The City anticipates it will need most of the materials shown on the parts list, Exhibit "B", and there may be greater or lesser amounts purchased. Materials will be ordered on an as "NEEDED BASIS" to maintain inventory.

NOTE: The quantities stated on the parts list, Exhibit B, are estimates, based on historical averages. The City neither implies nor guarantees a specific level of usage, if any, under resultant order.

The contract will be for a twelve (12) months period, and shall commence upon notification of award.

1.2 SPECIFICATION OF MATERIALS

All fittings supplied for use in the City must meet the appropriate American Water Works Association (AWWA) standards. Supplier must prove beyond any doubt to the City Purchasing Officer that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.

1) When Supplier cannot abide by terms and conditions in fulfilling the contract, Supplier must supply service or supplies from other sources at the contract price. If Supplier delays in the above, the City reserves the right to purchase on the open market and charge Supplier the difference between contract price and the purchase price.

2) The Annual Contract shall include the following terms and conditions:

   a) Annual contract purchase orders will be issued for each City departments authorized to place orders against this annual contract.

   b) All invoices must be submitted in duplicate and show each purchase order number and corresponding to the City departments. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then list prices, discounts, in terms of percentage, and net prices must be shown. If prices are based on list prices, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown. In connection with any term discount offered, time will be computed from the first of the month following receipt of supplies or services, or a correct invoice. Payment is deemed to be made on the date of mailing of the check.

3) Revision of Unit Price
   It is agreed that bid price may be superseded during the contract period only if such price revisions are the result of a general industry price revision. (Note: Discount

accepted, as parts of this bid are not subject to revision) A written notice stipulating in detail the price revision must be furnished and approved by the City before revised prices go into effect.

4) The City reserves the right to extend the term of the contract in 30 day increments, not to exceed 90 days total with written notice to the vendor; provided, that the City shall give the vendor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the City to an extension.

1.3 **Substitute Materials as "EQUAL"**: Brand names, where used, are a means of establishing quality, style and suitability. Bidders are advised that after agreement is awarded, alternates may be offered, however, they are to be supported by literature, which fully describes items that are offered. The burden of proof and cost of analysis to determine equality shall be borne by the bidder. No substitutes will be considered on the items indicating brand names for purpose of bid evaluation.

1.4 **Placing Orders**: Orders will be placed by the following process:

a) The ordering department or respective Agency will call or fax on an as "Needed basis".

b) The Supplier will check with the ordering department on a weekly basis.

c) The Supplier shall be required to supply all materials listed on bid proposal, Exhibit "B" and all items available in the Supplier's general catalog. No minimum charge for material or minimum material quantities will be allowed. No substitutions will be allowed unless previously approved by the Utilities Maintenance Manager or his designee.

1.5 **Delivery**: The Supplier shall be required to deliver the materials requested by each respective Agency, to the required delivery point, within Ten (10) business day after order is placed, without additional transportation charges. All material shall be packaged to protect them from damage, and delivered F.O.B. destination.

1.6 **Delivery of Order**: Each delivery shall include a packing slip so as to show the items delivered and those items back ordered.

1.7 **Back Orders**: All back order item from the parts list, Exhibit "B" are to be minimal but shall not exceed ten (10) working days from time of order to delivery. Special order items from the Supplier's catalog shall not exceed thirty (30) calendar days from time of order to delivery.

1.8 **Returns**: City department will notify the Supplier within five (5) working days after receipt of any incorrectly ordered, delivered, or defective material. The Supplier will provide the department with a return authorization, and the item(s) to be returned to Supplier will be picked up on their next day of delivery. No service charges or restocking fees will be assessed by the Supplier to the City.

1.9 **Invoicing**: The Supplier shall furnish invoices in duplicate to the City Accounts Payable Clerk showing the date, and itemized order of units ordered, unit price, extended price, state sales tax and total.

EXHIBIT B
PIPE & PIPE FITTINGS – PARTS LIST

Item #	City Part #	Description	Qty.	Unit Price
1	1CLBUS001	BUSHING, JOINTS 4" J BUSHING (SDR 26)	20	
2	CLBUS005	BUSHING, JOINTS 4" B BUSHING (C 900)	20	
3	CLBUS010	BUSHING, JOINTS 6" J BUSHING (SDR 26)	20	
4	CLBUS015	BUSHING, JOINTS 6" B BUSHING (C 900)	20	
5	CLBUS020	BUSHING, JOINTS 8" J BUSHING (SDR 26)	6	
6	CLBUS025	BUSHING, JOINTS 8" BUSHING (C 900)	6	
7	CLBUS030	BUSHING, JOINTS 10" J BUSHING (SDR 26)	2	
8	CLBUS035	BUSHING, JOINTS 10" B BUSHING (C 900)	2	
9	CLBUS040	BUSHING, JOINTS 12" J BUSHING (SDR 26)	2	
10	CLBUS045	BUSHING, JOINTS 12" B BUSHING (C 900)	2	
11	CLCAA001	PLUG 4" A.B.S. CAP THREADED	50	**$ 2.31**
12	CLCOM001	4" ABS, T-Y LONG TURN ALL HUB	50	
13	CLCOM002	4" ABS, T-Y SHORT TURN ALL HUB	50	**$ 11.21**
14	CLCOU001	COUPLER, 4" JOINTS RUBBER CALDER, CLAY TO CLAY	100	**$ 4.00**
15	CLCOU005	COUPLER, 4" JOINTS SHEAR COUPLER, CLAY TO CLAY	20	**$ 17.69**
16	CLCOU010	COUPLER, 6" JOINTS SHEAR COUPLER, CLAY TO CLAY	20	
17	CLCOU015	COUPLER, 8" JOINTS SHEAR COUPLER, CLAY TO CLAY	20	
18	CLCOU020	COUPLER, 10" JOINTS SHEAR COUPLER, CLAY TO CLAY	12	**$ 65.11**
19	CLCOU025	COUPLER, 12" JOINTS SHEAR COUPLER, CLAY TO CLAY	12	**$ 79.70**
20	CLCOU060	COUPLER, 4" X 3" CALDER	12	**$ 3.80**
21	CLCOU065	COUPLER, 4" X 3" ABS REDUCER (20 PER BOX)	20	
22	CLCOU070	COUPLER, 4" SDR X ABS TRANSITION	50	
23	CLCOU075	COUPLER, 4" ABS SLIP X FM THREAD	50	**$ 4.41**
24	CLCOU076	COUPLER, 4" RUBBER CALDER CLAY TO AC	20	
25	CLCOU080	COUPLER, 4" ABS SPIGOT X FM THREAD	20	**$ 7.73**

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
26	CLCOU085	COUPLER, 4" ABS SLIP X SLIP	50	**$ 3.31**
27	CLCOU090	COUPLER, 4" RUBBER CALDER CLAY TO PLASTIC	50	**$ 4.00**
28	CLCOU100	COUPLER, 4" C-900 X SDR 26 TRANSITION BELL TO BELL	10	
29	CLCOU105	COUPLER, 4" C-900 BELL X SDR 26 SPIGOT TRANSITION	10	
30	CLCOU110	HARD COUPLING, 4" SDR TO ABS TRANSITION	30	
31	CLELB001	ELBOW 4" ABS HUB/HUB 22 1/2 DEGREE	25	**$ 6.16**
32	CLELB005	ELBOW 4" ABS HUB/HUB 45 DEGREE	25	**$ 6.60**
33	CLELB010	ELBOW 4" ABS HUB/HUB 90 DEGREE	25	**$ 8.14**
34	CLELB075	ELBOW 4" SDR26 RINGTITE 22 1/2 DEGREE	25	
35	CLELB080	ELBOW 4" SDR26 RINGTITE 45 DEGREE	25	
36	CLELB085	ELBOW 4" SDR26 RINGTITE 90 DEGREE	25	
37	CLELB090	ELBOW 4" ABS STREET 22 1/2 DEGREE	25	**$ 9.47**
38	CLELB095	ELBOW 4" ABS STREET 45 DEGREE	25	**$ 6.07**
39	CLELB100	ELBOW 4" ABS STREET 90 DEGREE	25	**$ 9.57**
40	CLELB105	ELBOW 4" C-900 22 1/2 BELL TO BELL	6	**$ 38.16**
41	CLELB110	ELBOW 4" C-900 45 BELL TO BELL	6	**$ 37.40**
42	CLELB115	ELBOW 4" SDR26 STREET 22 1/2 DEGREE	6	**$ 12.23**
43	CLELB120	ELBOW 4" SDR26 STREET 45 DEGREE	6	**$ 8.98**
44	CLMAN001	MANHOLE RING & COVER MARKED SEWER	12	
45	CLMAN005	MANHOLE RING & COVER MARKED STORM	12	**$ 200.00**
46	CLMAN006	MANHOLE RING EXTENSION 1 1/2"	4	**$ 80.36**
47	CLMAN007	MANHOLE RING EXTENSION 2"	4	**$ 85.71**
48	CLMAN010	MANHOLE, 1 FOOT BARREL	3	**No Bid**
49	CLMAN015	MANHOLE, 2 FOOT BARREL	3	**No Bid**
50	CLMAN020	MANHOLE, 3 FOOT BARREL	2	**No Bid**
51	CLMAN025	MANHOLE, 4 FOOT BARREL	2	**No Bid**
52	CLMAN030	MANHOLE, 1 FOOT CONE	4	**No Bid**
53	CLMAN035	MANHOLE, 2 FOOT CONE	4	**No Bid**

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
54	CLMAN040	MANHOLE, 3 FOOT CONE	3	**No Bid**
55	CLMAN041	MANHOLE, 2" GRADE RING	20	**No Bid**
56	CLMAN045	MANHOLE, 3" GRADE RING	20	**No Bid**
57	CLMAN050	MANHOLE, 6" GRADE RING	15	**No Bid**
58	CLPIP001	PIPE 4" ABS	300	
59	CLPIP005	PIPE 4" SDR26	400	
60	CLPIP010	PIPE 6" SDR26	200	
61	CLPIP015	PIPE 8" SDR26	200	
62	CLPIP020	PIPE 10" SDR26	60	
63	CLPIP025	PIPE 12" SDR26	60	
64	CLPLG001	4" TEST PLUG	12	
65	CLPLG005	6" TEST PLUG	12	
66	CLWYE001	4" SDR26 WYE ALL HUB	6	
67	CLWYE010	4" C900 WYE ALL HUB	6	**$ 82.63**
68	CLWYE015	12" X 4" SDR26 WYE ALL HUB	6	
69	CLWYE020	10" X 4" SDR26 WYE ALL HUB	6	
70	CLWYE025	8" X 4" SDR26 WYE ALL HUB	6	
71	CLWYE030	6" X 4" SDR26 WYE ALL HUB	6	
72	CLWYE035	6" X 4" C900 WYE ALL HUB	6	**$ 71.63**
73	WTADA001	ADAPTER 3/4" BRASS FMIP X PJ	20	
74	WTADA005	ADAPTER 3/4" BRASS MIP X PJ	20	
75	WTADA010	ADAPTER 1" BRASS FMIP X PJ	20	
76	WTADA015	ADAPTER 1" BRASS MIP X PJ	20	
77	WTADA020	ADAPTER 1 1/2" BRASS FMIP X PJ	20	
78	WTADA025	ADAPTER 1 1/2" BRASS MIP X PJ	20	
79	WTADA030	ADAPTER 2" BRASS FMIP X PJ	20	
80	WTADA035	ADAPTER 2" BRASS MIP X PJ	20	
81	WTADA055	ADAPTER DUCTILE IRON 6" F X MJ	20	
82	WTADA060	ADAPTER DUCTILE IRON 4" F X MJ	10	
83	WTADA065	ADAPTER DUCTILE IRON 8" F X MJ	10	
84	WTADA070	ADAPTER PVC 3/4" SLIP X MIPT SCHEDULE 80	100	
85	WTADA075	ADAPTER PVC 3/4" SLIP X 1" MIPT SCHEDULE 80	100	
86	WTADA080	ADAPTER PVC 1" SLIP X MIPT SCHEDULE 80	200	
87	WTADA085	ADAPTER PVC 1 1/2" SLIP X MIPT	100	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
88	WTADA090	ADAPTER PVC 2" SLIP X MIPT SCHEDULE 80	100	
89	WTADA095	METER ADAPTERS 3/4" TO 1" FORD A34	10	
90	WTBFL001	BACKFLOW ASSEMBLY 3/4" DOUBLE CHECK	10	
91	WTBFL005	BACKFLOW ASSEMBLY 1" DOUBLE CHECK	10	
92	WTBFL010	BACKFLOW ASSEMBLY 1 1/2" DOUBLE CHECK	10	
93	WTBFL015	BACKFLOW ASSEMBLY 2" DOUBLE CHECK	10	
94	WTBFL095	BACKFLOW ASSEMBLY 3/4" REDUCED PRESSURE	6	
95	WTBFL100	BACKFLOW ASSEMBLY 1" REDUCED PRESSURE	15	
96	WTBFL105	BACKFLOW ASSEMBLY 1 1/2" REDUCED PRESSURE	12	
97	WTBFL110	BACKFLOW ASSEMBLY 2" REDUCED PRESSURE	12	
98	WTBOL000	BOLT UP SET 3"	20	**$ 1.85**
99	WTBOL001	BOLT UP SET 4"	20	**$ 3.15**
100	WTBOL005	BOLT UP SET 6" & 8"	20	**$ 4.53**
101	WTBOL010	BOLT UP SET 10" & 12"	20	**$ 11.42**
102	WTBOL015	BOLT, MACHINE 3/4" X 4" & NUTS	100	**No Bid**
103	WTBOL020	BOLT, MACHINE 5/8"-11 X 2 1/2" & NUTS	50	
104	WTBOL025	BOLT, MACHINE 5/8"-11 X 2 1/4" & NUTS	50	**No Bid**
105	WTBOL030	BOLT, MACHINE 5/8"-11 X 3" & NUTS	100	**No Bid**
106	WTBOL031	5/8"-11 NUTS	100	**$ 0.16**
107	WTBOL035	BOLT, MACHINE 7/8" X 4" & NUTS	100	**No Bid**
108	WTBOL040	BOLT, MJ TEE HEAD 3/4" X 3 1/2" & NUTS	50	
109	WTBOL045	BOLT, MJ TEE HEAD 3/4" X 4" & NUTS+C58	200	
110	WTBOL050	BOLT, DILLY LUG	30	
111	WTBOL055	BOLT, MACHINE .5 X 2.5 (1/2" X 2 1/2")	50	**No Bid**
112	WTBOL060	BOLT, MACHINE .5 X 2.25 (1/2" X 2 1/4")	50	**No Bid**
113	WTBOL065	BOLT, MACHINE .5 X 2 (1/2" X 2")	50	**No Bid**
114	WTBOL070	BOLT, MACHINE .75 X 2.5 (3/4" X 2 1/2")	50	**No Bid**

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
115	WTBOL075	BOLT, MACHINE .75 X 3.5 (3/4" X 3 1/2")	50	**No Bid**
116	WTBOL080	BOLT, MACHINE .625 X 2 (5/8" X 2")	50	**No Bid**
117	WTBOX001	BOX, B16 UTILITY	40	
118	WTBOX005	BOX, B36 UTILITY	30	
119	WTBOX100	BOX G5 GRADE RING 1" HIGH G5GR10	10	
120	WTBOX105	BOX G5 GRADE RING 1 1/2" HIGH G5GR15	10	
121	WTBOX110	BOX G5 GRADE RING 2" HIGH GSGR20	10	
122	WTBOX115	BOX G5 CAST IRON LID MARKED WATER	40	
123	WTBOX116	BOX G5 CAST IRON LID MARKED SEWER	150	
124	WTBOX120	BOX, TRAFFIC G5 VALVE BOX 10 3/8" X 12" HIGH	150	
125	WTBOX125	BOX, TRAFFIC B1324 (B16)	10	
126	WTBOX130	BOX, TRAFFIC B1324-61JH - H/20 COVER(B16)	10	
127	WTBOX135	BOX, TRAFFIC B1730 (B36)	10	
128	WTBOX140	BOX, TRAFFIC B1730-51JH - H/20 COVER (B36)	10	
129	WTBOX155	BOX, B-16 FIBERLITE LID MARKED WATER	300	
130	WTBOX160	BOX, B-36 FIBERLITE LID MARKED WATER	100	
131	WTBOX175	BOX G4 CAST IRON LID MARKED WATER	30	
132	WTBOX180	BOX, TRAFFIC G4 VALVE BOX 10 3/8" X 12" HIGH	30	
133	WTBUS001	BUSHING, 1" X 3/4" BRASS	10	**$ 2.65**
134	WTBUS005	BUSHING, 1 1/2" X 1" BRASS	10	**$ 5.70**
135	WTBUS010	BUSHING, 2" X 1" BRASS	10	**$ 10.15**
136	WTBUS015	BUSHING, 2" X 1 1/2" BRASS	10	**$ 8.45**
137	WTBUS020	BUSHING, 3/4" X 1/2" GALVANIZED	50	**$ 1.23**
138	WTBUS025	BUSHING, 1" X 3/4" GALVANIZED	50	**$ 1.20**
139	WTBUS030	BUSHING, 1 1/2" X 1" GALVANIZED	50	**$ 2.11**
140	WTBUS035	BUSHING, 2" X 1" GALVANIZED	50	**$ 2.60**
141	WTBUS040	BUSHING, 2" X 1 1/2" GALV	50	**$ 2.30**
142	WTBUS045	BUSHING, 2" X 1 1/4" GALV	20	**$ 2.65**

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	City Part #	Description	Qty.	Unit Price
143	WTBUS050	BUSHING 3" X 2" GALVANIZED	20	$ 5.79
144	WTBUS055	BUSHING, 4" X 2" GALVANIZED	20	$ 10.40
145	WTBUS060	BUSHING, 4" X 3" GALVANIZED	20	$ 10.95
146	WTCAP000	CAP DUCTILE IRON 10" X MJ	4	
147	WTCAP001	CAP DUCTILE IRON 10" X 2" MJ	4	
148	WTCAP005	CAP DUCTILE IRON 10" X 4" MJ	4	
149	WTCAP006	CAP DUCTILE IRON 12" X MJ	4	
150	WTCAP010	CAP DUCTILE IRON 12" X 2" MJ	4	
151	WTCAP015	CAP DUCTILE IRON 12" X 4" MJ	4	
152	WTCAP026	CAP DUCTILE IRON 4" X MJ	4	
153	WTCAP030	CAP DUCTILE IRON 4" X 2" MJ	4	
154	WTCAP031	CAP DUCTILE IRON 6" X MJ	4	
155	WTCAP035	CAP DUCTILE IRON 6" X 2" MJ	4	
156	WTCAP040	CAP DUCTILE IRON 6" X 4" MJ	4	
157	WTCAP041	CAP DUCTILE IRON 8" X MJ	4	
158	WTCAP045	CAP DUCTILE IRON 8" X 2" MJ	4	
159	WTCAP050	CAP DUCTILE IRON 8" X 4" MJ	4	
160	WTCAP055	CAP, 1/2" GALVANIZED	20	$ 0.56
161	WTCAP060	CAP, 3/4" GALVANIZED	20	$ 0.82
162	WTCAP065	CAP, 1" GALVANIZED	20	$ 0.90
163	WTCAP070	CAP, 1 1/2" GALVANIZED	20	$ 1.65
164	WTCAP075	CAP, 2" GALVANIZED	20	$ 2.10
165	WTCAP080	CAP, 3" GALVANIZED	10	$ 8.05
166	WTCAP085	CAP, 4" GALVANIZED	10	$ 16.05
167	WTCAP090	CAP, 1/2" PVC - SLIP	10	
168	WTCAP095	CAP, 3/4" PVC - SLIP	10	
169	WTCAP100	CAP, 1" PVC - SLIP	10	
170	WTCAP105	CAP, 1 1/4" PVC - SLIP	40	
171	WTCAP110	CAP, 1 1/2" PVC - SLIP	10	
172	WTCAP115	CAP, 2" PVC - SLIP	10	
173	WTCLA010	CLAMP FULL CIRC RPR RNG 4.95-5.35	12	
174	WTCLA011	CLAMP FULL CIRC RPR RNG 4.95-5.35 X 12 1/2" AC	12	$ 69.70
175	WTCLA015	CLAMP FULL CIRC RPR RNG 4.74-5.14	12	$ 42.35
176	WTCLA240	CLAMP FULL CIRC RPR RNG 5.95-6.35 X 7 1/2" OD	12	$ 46.13
177	WTCLA025	CLAMP FULL CIRC RPR RNG 5.95-6.35	12	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
178	WTCLA030	CLAMP FULL CIRC RPR RNG 6.56-6.96X7 1/2" SS C900CI	12	
179	WTCLA036	CLAMP FULL CIRC RPR RNG 6.84-7.24 X 6" ROMAC	12	**No Bid**
180	WTCLA040	CLAMP FULL CIRC RPR RNG 6.84-7.24X7 1/2"C900 CIAC	12	**$ 45.11**
181	WTCLA045	CLAMP FULL CIRC RPR RNG 7.10-7.50 X 12 1/2" AC	12	
182	WTCLA050	CLAMP FULL CIRC RPR RNG 9.30-9.70 X 10" AC	12	
183	WTCLA051	CLAMP FULL CIRC RPR RNG 9.00-9.40 X 6" ROMAC	12	**No Bid**
184	WTCLA055	CLAMP FULL CIRC RPR RNG 9.00-9.40 X7 1/2 C900AC CI	12	
185	WTCLA060	CLAMP FULL CIRC RPR RNG 8.99-9.79 X 12" C900 AC CI	12	
186	WTCLA065	CLAMP FULL CIRC RPR RNG 8.99-9.79X7 1/2" C900AC CI	12	
187	WTCLA070	CLAMP FULL CIRC RPR RNG 9.30-9.70 X 7 1/2" AC	12	**$ 54.11**
188	WTCLA075	CLAMP FULL CIRC RPR RNG 9.27-9.67 X 7 1/2" AC	12	**$ 54.11**
189	WTCLA085	CLAMP FULL CIRC RPR RNG 9.20-10.00 X 12 1/2, OD	12	
190	WTCLA090	CLAMP FULL CIRC RPR RNG 7.20-8.00 X 12 1/2", OD	12	**No Bid**
191	WTCLA095	CLAMP FULL CIRC RPR RNG 8.60-9.39 X 12 1/2" SS C900 CI	12	
192	WTCLA125	CLAMP, REPAIR SPOT 3" ODS X 4" STYLE "C"	12	**No Bid**
193	WTCLA130	CLAMP, REPAIR SPOT 4" ODS X 8" STYLE "C"	12	**$ 33.97**
194	WTCLA135	CLAMP, REPAIR SPOT 6" OD X 8"	12	
195	WTCLA140	CLAMP, REPAIR SPOT 6" STD X 8" STYLE "C"	12	
196	WTCLA145	CLAMP, REPAIR SPOT 8" ODS X 3" STYLE "SC"	12	
197	WTCLA150	CLAMP, REPAIR SPOT 8" ODS X 6" STYLE "SC"	12	
198	WTCLA155	CLAMP, REPAIR SPOT 3/4" STD STL X 4"	12	
199	WTCLA160	CLAMP, REPAIR 3/4" STD STL X 6"	12	
200	WTCLA165	CLAMP, REPAIR SPOT 1" STD STL X 4"	12	
201	WTCLA170	CLAMP, REPAIR SPOT 1" STD STL X 6"	12	
202	WTCLA175	CLAMP, REPAIR SPOT 1 1/2" STD STL X 4"	12	
203	WTCLA180	CLAMP, REPAIR SPOT 1 1/2" STD STL X 6"	12	**$ 10.65**

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
204	WTCLA185	CLAMP, REPAIR SPOT 2" STD STL X 3"	12	
205	WTCLA190	CLAMP, REPAIR SPOT 2" STD STL X 6"	12	
206	WTCLA195	CLAMP, REPAIR SPOT 4" STD STL X 3"	12	
207	WTCLA200	CLAMP, REPAIR SPOT 4" STD STL X 6"	12	
208	WTCLA205	CLAMP, REPAIR SPOT 6" STD STL X 3"	12	
209	WTCLA210	CLAMP, REPAIR SPOT 6" STD STL X 6"	12	
210	WTCLA215	CLAMP, REPAIR SPOT 8" STD STL X 3"	12	
211	WTCLA220	CLAMP, REPAIR SPOT 8" STD STL X 6"	12	
212	WTCLA225	CLAMP, REPAIR SPOT 2 1/2" STD STL X 4"	12	
213	WTCLA230	CLAMP FULL CIRC RPR RNG 3.96-4.25 X 7 1/2" OD	12	
214	WTCLA235	CLAMP FULL CIRC RPR RNG 3.96-4.25 X 12 1/2" OD	12	
215	WTCOR001	VALVE CORPORATION STOP 3/4" IP X 1P	10	**$ 22.05**
216	WTCOR005	VALVE CORPORATION STOP 1" IP X 1P	10	**$ 33.32**
217	WTCOR010	VALVE CORPORATION STOP 1 1/2" IP X 1P	10	**$ 72.11**
218	WTCOR015	VALVE CORPORATION STOP 1 1/2" IP X PJ	10	
219	WTCOR020	VALVE CORPORATION STOP 2" IP X IP	10	
220	WTCOR025	VALVE CORPORATION STOP 2" IP X PJ	10	
221	WTCOR030	VALVE CORPORATION STOP 1" IP X PJ	10	
222	WTCOU001	COUPLING 3/4" PJ	20	
223	WTCOU005	COUP COMP 1/2" RNG .84 - .875 STD STL-ROMAC	25	**No Bid**
224	WTCOU010	COUP COMP 3/4" RNG 1.05 - 1.125 STD STL-ROMAC	100	**No Bid**
225	WTCOU015	COUP COMP 1" RNG 1.315 - 1.375 STD STL-ROMAC	100	**No Bid**
226	WTCOU020	COUP COMP 1 1/4" RNG 1.66 STD STL-ROMAC	50	**No Bid**
227	WTCOU025	COUP COMP 1 1/2" RNG 1.90 STD STL-ROMAC	50	**No Bid**

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
228	WTCOU030	COUP COMP 2" RNG 2.375 STD STL-ROMAC	50	**No Bid**
229	WTCOU035	COUP COMP 3" RNG 3.48 - 3.65 STD STL-ROMAC	2	**No Bid**
230	WTCOU040	COUP COMP 3" RNG 3.00 OD-ROMAC	2	**No Bid**
231	WTCOU045	COUP COMP 4" RNG 4.50-4.70 STD STL-ROMAC	2	**No Bid**
232	WTCOU050	COUP COMP 4" RNG 3.80 - 4.05 OD-ROMAC	2	**No Bid**
233	WTCOU055	COUP COMP 4" RNG 4.74 - 5.10 AC-ROMAC	2	**No Bid**
234	WTCOU060	COUP COMP 5" RNG 5.00 OD-ROMAC	2	**No Bid**
235	WTCOU065	COUP COMP 6" RNG 6.00 OD-ROMAC	2	**No Bid**
236	WTCOU070	COUP COMP 6" RNG 6.63 STD STL-ROMAC	2	**No Bid**
237	WTCOU075	COUP COMP 6" RNG 6.86 - 7.20 C900 AC CI-ROMAC	2	**No Bid**
238	WTCOU076	COUP COMP 6" RNG 7.15 - 7.35 AC - ROMAC	2	**No Bid**
239	WTCOU080	COUP COMP 6" RNG 6.60 - 6.91 C900-ROMAC	2	**No Bid**
240	WTCOU085	COUP COMP 8" RNG 7.80 - 8.10 OD-ROMAC	2	**No Bid**
241	WTCOU090	COUP COMP 8" RNG 8.63 STD STL-ROMAC	2	**No Bid**
242	WTCOU095	COUP COMP 8" RNG 8.60 - 9.06 CI-ROMAC	2	**No Bid**
243	WTCOU100	COUP COMP 8" RNG 8.99 - 9.45 C900 AC CI-ROMAC	2	**No Bid**
244	WTCOU105	COUP COMP 8" RNG 9.31 - 9.50 AC-ROMAC	2	**No Bid**
245	WTCOU110	COUP COMP 10" RNG 10.00 OD-ROMAC	6	**No Bid**
246	WTCOU115	COUP COMP 10" RNG 10.89 - 11.40 C900-ROMAC	6	**No Bid**
247	WTCOU120	COUP COMP 10" RNG 11.80 - 12.12 AC-ROMAC	6	**No Bid**
248	WTCOU125	COUPLING COMP 12" OD-ROMAC	2	**No Bid**
249	WTCOU130	COUPLING COMP 12" AC-ROMAC	2	**No Bid**
250	WTCOU135	COUPLING COMP 12" C-900-ROMAC	2	**No Bid**
251	WTCOU140	COUPLING COMP 4" 4.74-5.10 ROMAC	2	**No Bid**
252	WTCOU145	COUP COMP 2 1/2 RNG 2.88 STD STL-ROMAC	10	**No Bid**

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
253	WTCOU150	AB CENTER RING 10" (BARREL ONLY) ROMAC	6	**No Bid**
254	WTCOU151	AB CENTER RING 12" (BARREL ONLY) ROMAC	6	**No Bid**
255	WTCOU175	COUPLING 1" PJ X PJ	20	
256	WTCOU180	COUPLING 1 1/2" PJ X PJ	20	
257	WTCOU185	COUPLING 2" PJ X PJ	20	
258	WTCOU190	COUPLING, 1" PJ X PJ - 90 DEGREE ELBOW-ROMAC	20	
259	WTCOU195	COUPLING, 1 1/2" PJ X PJ - 90 DEGREE ELBOW-ROMAC	20	
260	WTCOU200	COUPLING, 2" PJ X PJ - 90 DEGREE ELBOW-ROMAC	20	
261	WTCOU205	COUPLING 10" FLANGED ADAPTER FXMJ	10	
262	WTCOU210	COUPLING 4" FLANGED ADAPTER FXMJ	10	
263	WTCOU215	COUPLING 6" FLANGED ADAPTER FXMJ	10	
264	WTCOU220	COUPLING 8" FLANGED ADAPTER FXMJ	10	
265	WTCOU225	COUPLING ANGLE METER 3/4" FMIP	10	**$ 12.92**
266	WTCOU230	COUPLING ANGLE METER 1" FMIP	10	**$ 20.64**
267	WTCOU235	COUPLING, 1/2" PVC SLIP X SLIP	50	
268	WTCOU240	COUPLING, 3/4" PVC SLIP X SLIP	100	
269	WTCOU245	COUPLING, 1" PVC SLIP X SLIP	100	
270	WTCOU250	COUPLING, 1 1/2" PVC SLIP X SLIP	50	
271	WTCOU255	COUPLING, 2" PVC SLIP X SLIP	50	
272	WTCOU260	COUPLING, 3/4" GALVANIZED	50	**$ 1.02**
273	WTCOU265	COUPLING, 1" GALVANIZED	100	
274	WTCOU270	COUPLING, 1 1/4" GALVANIZED	25	**$ 2.00**
275	WTCOU275	COUPLING, 1 1/2" GALVANIZED	25	**$ 2.25**
276	WTCOU280	COUPLING, 2" GALVANIZED	25	**$ 3.35**
277	WTCOU285	COUPLING, 3" GALVANIZED	12	**$ 13.50**
278	WTCOU290	COUPLING, 4" GALVANIZED	12	**$ 29.00**
279	WTCOU295	COUPLING LOKPAK METER X FLANGE 1 1.2"	2	
280	WTCOU300	COUPLING LOKPAK METER X FLANGE 2"	2	
281	WTCOU305	3" FORD ULTRA-FLEX WIDE RANGE COUPLING - FC2W	10	
282	WTCOU310	4" FORD ULTRA-FLEX WIDE RANGE COUPLING - FC2W	10	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
283	WTCOU315	6" FORD ULTRA-FLEX WIDE RANGE COUPLING - FC2W	10	
284	WTCOU320	8" FORD ULTRA-FLEX WIDE RANGE COUPLING - FC2W	10	
285	WTCOU325	10" FORD ULTRA-FLEX WIDE RANGE COUPLING - FC2W	6	
286	WTCOU330	12" FORD ULTRA-FLEX WIDE RANGE COUPLING - FC2W	6	
287	WTCOU335	STRAIGHT METER COUPLING 1" FORD C38-44-1.5	20	
288	WTELB001	ELBOW EIGHT BEND 1 MIP X PJ	10	
289	WTELB005	ELBOW COUPLING 3/4" 90 DEG FMIP X PJ	10	
290	WTELB010	ELBOW COUPLING 3/4" 90 DEG MIP X PJ	10	
291	WTELB015	ELBOW COUPLING 1" 90 DEGREE FMIP X PJ	10	
292	WTELB020	ELBOW COUPLING 1" 90 DEGREE MIPT X PJ	10	
293	WTELB025	ELBOW COUOPLING 1 1/2" 90 DEGREE MIP X PJ	10	
294	WTELB030	ELBOW COUPLING 2" 90 DEGREE MIPT X PJ	10	
295	WTELB035	ELBOW, 10" DUCTILE IRON FXF 22 1/2 DEGREE	2	
296	WTELB040	ELBOW, 10" DUCTILE IRON FXF 45 DEGREE	2	
297	WTELB045	ELBOW, 10" DUCTILE IRON FXF 90 DEGREE	2	
298	WTELB050	ELBOW, 10" DUCTILE IRON FXMJ 22 1/2 DEGREE	2	
299	WTELB055	ELBOW, 10" DUCTILE IRON FXMJ 45 DEGREE	2	
300	WTELB060	ELBOW, 10" DUCTILE IRON FXMJ 90 DEGREE	2	
301	WTELB065	ELBOW, 10" DUCTILE IRON MJXMJ 22	2	
302	WTELB070	ELBOW, 10" DUCTILE IRON MJXMJ 45 DEGREE	2	
303	WTELB075	ELBOW, 10" DUCTILE IRON MJXMJ 90 DEGREE	2	
304	WTELB080	ELBOW, 12" DUCTILE IRON F X F 22 1/2 DEGREE	2	
305	WTELB085	ELBOW, 12" DUCTILE IRON F X F 45 DEGREE	2	
306	WTELB090	ELBOW, 12" DUCTILE IRON F X F 90 DEGREE	2	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
307	WTELB095	ELBOW, 12" DUCTILE IRON FXMJ 22 1/2 DEGREE	2	
308	WTELB100	ELBOW, 12" DUCTILE IRON FXMJ 45 DEGREE	2	
309	WTELB105	ELBOW, 12" DUCTILE IRON FXMJ 90 DEGREE	2	
310	WTELB110	ELBOW, 12" DUCTILE IRON MJXMJ 22 1/2 DEGREE	2	
311	WTELB115	ELBOW, 12" DUCTILE IRON MJXMJ 45 DEGREE	2	
312	WTELB120	ELBOW, 12" DUCTILE IRON MJXMJ 90	2	
313	WTELB125	ELBOW, 14" DUCTILE IRON FXF 90 DEGREE	1	
314	WTELB130	ELBOW, 14" DUCTILE IRON FXMJ 90 DEGREE	1	
315	WTELB135	ELBOW, 14" DUCTILE IRON MJXMJ 90 DEGREE	1	
316	WTELB140	ELBOW, 4" DUCTILE IRON FXF 22 1/2 DEGREE	10	
317	WTELB145	ELBOW, 4" DUCTILE IRON FXF 45 DEGREE	10	
318	WTELB150	ELBOW, 4" DUCTILE IRON F X F 90 DEGREE	12	
319	WTELB155	ELBOW, 4" DUCTILE IRON F X MJ 22 1/2 DEGREE	12	
320	WTELB160	ELBOW, 4" DUCTILE IRON F X MJ 45 DEGREE	12	
321	WTELB165	ELBOW, 4" DUCTILE IRON F X MJ 90 DEGREE	12	
322	WTELB170	ELBOW, 4" DUCTILE IRON MJXMJ 22 1/2 DEGREE	12	
323	WTELB175	ELBOW, 4" DUCTILE IRON MJXMJ 45 DEGREE	12	
324	WTELB180	ELBOW, 4" DUCTILE IRON MJXMJ 90 DEGREE	12	
325	WTELB185	ELBOW, 4" DUCTILE IRON FXF 22 1/2 DEGREE	12	
326	WTELB190	ELBOW, 6" DUCTILE IRON FXF 45 DEGREE	12	
327	WTELB195	ELBOW, 6" DUCTILE IRON FXF 90 DEGREE	12	
328	WTELB200	ELBOW, 6" DUCTILE IRON FXMJ 45 DEGREE	12	
329	WTELB205	ELBOW, 6" DUCTILE IRON FXMJ 90 DEGREE	12	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
330	WTELB210	ELBOW, 6" DUCTILE IRON MJXMJ 22 1/2 DEGREE	12	
331	WTELB215	ELBOW, 6" DUCTILE IRON MJXMJ 45 DEGREE	12	
332	WTELB220	ELBOW, 6" DUCTILE IRON MJXMJ 90 DEGREE	12	
333	WTELB225	ELBOW, 8" DUCTILE IRON FXF 22 1/2 DEGREE	12	
334	WTELB230	ELBOW, 8" DUCTILE IRON FXF 45 DEGREE	12	
335	WTELB235	ELBOW, 8" DUCTILE IRON FXF 90 DEGREE	12	
336	WTELB240	ELBOW, 8" DUCTILE IRON FXMJ 22 1/2 DEGREE	12	
337	WTELB245	ELBOW, 8" DUCTILE IRON FXMJ 45 DEGREE	12	
338	WTELB250	ELBOW, 8" DUCTILE IRON FXMJ 90 DEGREE	12	
339	WTELB255	ELBOW, 8" DUCTILE IRON MJXMJ 22 1/2 DEGREE	12	
340	WTELB260	ELBOW, 8" DUCTILE IRON MJXMJ 45 DEGREE	12	
341	WTELB265	ELBOW, 8" DUCTILE IRON MJXMJ 90 DEGREE	12	
342	WTELB270	ELBOW, 3/4" 90 DEGREE BRASS	10	**$ 3.05**
343	WTELB275	ELBOW, 1" 90 DEGREE BRASS	10	**$ 4.75**
344	WTELB280	ELBOW, 1 1/2" 90 DEGREE BRASS	10	**$ 9.40**
345	WTELB285	ELBOW, 2" 90 DEGREE BRASS	10	
346	WTELB290	ELBOW, 3/4" 45 DEGREE GALVANIZED	25	**$ 1.20**
347	WTELB295	ELBOW, 3/4" 90 DEGREE GALVANIZED	25	**$ 0.07**
348	WTELB300	ELBOW, 1 1/4" 45 DEGREE GALVANIZED	25	**$ 2.50**
349	WTELB305	ELBOW, 1 1/4" 90 DEGREE GALVANIZED	25	**$ 1.90**
350	WTELB310	ELBOW, 1" 45 DEGREE GALVANIZED	20	**$ 1.35**
351	WTELB315	ELBOW, 1" 90 DEGREE GALVANIZED	20	**$ 1.22**
352	WTELB320	ELBOW, 1 1/2" 45 DEGREE GALVANIZED	20	**$ 2.92**
353	WTELB325	ELBOW, 1 1/2" 90 DEGREE GALVANIZED	30	**$ 2.46**
354	WTELB330	ELBOW, 2" 45 DEGREE GALVANIZED	20	**$ 4.35**

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
355	WTELB335	ELBOW, 2" 90 DEGREE GALVANIZED	30	**$ 4.10**
356	WTELB340	ELBOW, 3" 45 DEGREE GALVANIZED	6	**$ 21.85**
357	WTELB345	ELBOW, 3" 90 DEGREE GALVANIZED	6	**$ 17.50**
358	WTELB350	ELBOW, 4" 45 DEGREE GALVANIZED	5	**$ 36.65**
359	WTELB355	ELBOW, 4" 90 DEGREE GALVANIZED	10	**$ 30.30**
360	WTELB360	ELBOW, 3/4" 90 DEGREE BRASS STREET	10	**$ 4.00**
361	WTELB365	ELBOW, 1" 90 DEGREE BRASS STREET	10	**$ 6.60**
362	WTELB370	ELBOW, 1 1/2" 90 DEGREE BRASS STREET	10	**$ 13.15**
363	WTELB375	ELBOW, 2" 90 DEGREE BRASS STREET	10	**$ 22.30**
364	WTELB380	ELBOW, 3/4" 90 DEGREE GALVANIZED STREET	20	**$ 1.15**
365	WTELB385	ELBOW, 1 1/4" 90 DEGREE GALVANIZED STREET	20	**$ 2.60**
366	WTELB390	ELBOW, 1" 90 DEGREE GALVANIZED STREET	60	**$ 1.53**
367	WTELB395	ELBOW, 1 1/2" 90 DEGREE GALVANIZED STREET	20	**$ 3.15**
368	WTELB400	ELBOW, 2" 90 DEGREE GALVANIZED STREET	20	**$ 5.50**
369	WTELB405	ELBOW, 3" 90 DEGREE GALVANIZED SHEET	4	**$ 22.80**
370	WTELB410	ELBOW, 1/2" 90 DEGREE PVC	25	
371	WTELB415	ELBOW, 3/4" 90 DEGREE PVC	100	
372	WTELB420	ELBOW, 1" 90 DEGREE PVC	200	
373	WTELB425	ELBOW, 1 1/2" 90 DEGREE PVC	50	
374	WTELB430	ELBOW, 2" 90 DEGREE PVC	50	
375	WTELB435	ELBOW, 1/2" 45 DEGREE PVC	25	
376	WTELB440	ELBOW, 3/4" 45 DEGREE PVC	50	
377	WTELB445	ELBOW, 1" 45 DEGREE PVC	100	
378	WTELB450	ELBOW, 1 1/2" 45 DEGREE PVC	25	
379	WTELB455	ELBOW, 2" 45 DEGREE PVC	25	
380	WTELB460	ELBOW COUPLING 1" 90 DEGREE PJ X PJ	20	
381	WTELB465	ELBOW COUPLING 1 1/2" 90 DEGREE FMIPT X PJ	20	**$ 64.43**
382	WTELB470	ELBOW COUPLING 1 1/2" 90 DEGREE PJ X PJ	20	
383	WTELB475	ELBOW COUPLING 2" 90 DEGREE FMIPT X PJ	20	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
384	WTELB480	ELBOW COUPLING 2" 90 DEGREE PJ X PJ	20	
385	WTFDC001	FDC BRASS 4" CHECK VALVE	5	
386	WTFDC005	FDC 4" FIRE HOSE CONNECTION - STRAIGHT	5	
387	WTFDC010	FDC 4" FIRE HOSE CONNECTION - ANGLE	5	
388	WTFLG001	FLANGE, FILLER 4" X 1/2"	5	
389	WTFLG005	FLANGE, FILLER 4" X 3/4"	5	
390	WTFLG010	FLANGE, FILLER 4" X 1"	5	
391	WTFLG015	FLANGE, FILLER 4" X 1 1/4"	5	**$ 52.70**
392	WTFLG020	FLANGE, FILLER 4" X 1 1/2"	5	**$ 40.28**
393	WTFLG025	FLANGE, FILLER 4" X 2"	5	
394	WTFLG030	FLANGE, FILLER 6" X 1/2"	5	
395	WTFLG035	FLANGE, FILLER 6" X 3/4"	5	
396	WTFLG040	FLANGE, FILLER 6" X 1"	5	**$ 41.00**
397	WTFLG041	FLANGE, FILLER 6" X 1 1/4"	5	**$ 40.25**
398	WTFLG045	FLANGE, FILLER 6" X 1 1/2"	5	**$ 56.76**
399	WTFLG050	FLANGE, FILLER 6" X 2"	5	**$ 79.75**
400	WTFLG055	FLANGE 10" BLIND FLANGE	4	
401	WTFLG060	FLANGE 3" BLIND FLANGE	4	
402	WTFLG065	FLANGE 4" BLIND FLANGE	4	
403	WTFLG070	FLANGE 6" BLIND FLANGE	4	
404	WTFLG075	FLANGE 8" BLIND FLANGE	4	
405	WTFLG090	FLANGE, COMPANION 3" 4 BOLT DI OR CI	10	
406	WTFLG095	FLANGE, COMPANION 4" 8 BOLT DI OR CI	10	
407	WTFLG100	FLANGE, COMPANION 6" 8 BOLT DI	10	
408	WTFLG105	FLANGE, COMPANION 8" 8 BOLT DI OR CI	10	
409	WTFLG110	FLANGE, METER 1 1/2" C.I. OR BRASS	60	**$ 8.05**
410	WTFLG115	FLANGE, 2" C.I. OR BRASS	60	**$ 8.73**
411	WTFLG150	FLANGE, 12" BLIND FLANGE	2	
412	WTFLG155	FLANGE, REDUCING 2" X 9"	2	
413	WTFLG160	FLANGE, REDUCING 3" X 9"	2	
414	WTFLG165	FLANGE, REDUCING 4" X 9"	2	
415	WTFLG170	FLANGE, REDUCING 3" X 11"	2	**$ 51.72**
416	WTFLG175	FLANGE, REDUCING 4" X 11"	2	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
417	WTFLG180	FLANGE, REDUCING 3" X 13 1/2"	2	
418	WTFLG185	FLANGE, REDUCING 4" X 13 1/2	2	**$ 67.88**
419	WTGAS001	GASKETS, 10" FLANGE	50	**$ 2.00**
420	WTGAS005	GASKETS, 12" FLANGE	50	**$ 2.89**
421	WTGAS010	GASKETS, 14" FLANGE	10	
422	WTGAS015	GASKETS, 16" FLANGE	10	
423	WTGAS020	GASKETS, 3" FLANGE	50	
424	WTGAS025	GASKETS, 4" FLANGE	100	**$ 0.75**
425	WTGAS030	GASKETS, 6" FLANGE	100	**$ 1.00**
426	WTGAS035	GASKETS, 8' FLANGE	100	**$ 1.55**
427	WTGAS040	GASKETS, 6" FIRE HYDRANT FLANGE GASKET	100	
428	WTGAS045	GASKETS, 3/4" METER	100	
429	WTGAS050	GASKETS, 1" METER	200	**$ 0.20**
430	WTGAS055	GASKETS, 1 1/2" METER	50	
431	WTGAS060	GASKETS, 2" METER	100	
432	WTGAS110	GASKETS, 4" CL PUMP GASKETS, DELTA RUBBER	40	**No Bid**
433	WTHYD001	FIRE HYDRANT W/ 1 - 2 1/2" & 1 - 4 1/2" OUTLET	30	
434	WTHYD005	FIRE HYDRANT BURY, 30" X MJ W/MJ ACC	12	**$ 153.33**
435	WTHYD010	FIRE HYDRANT BURY, 36" X MJ W/MJ ACC	12	**$ 158.70**
436	WTHYD015	FIRE HYDRANT BURY, 40" X MJ W/MJ ACC	8	**No Bid**
437	WTHYD020	FIRE HYDRANT BURY, 42" X MJ W/MJ ACC	8	**$ 181.52**
438	WTHYD055	FIRE HYDRANT RISER SPOOL, BREAK AWAY 10" 6 BOLT	10	**$ 65.88**
439	WTHYD060	FIRE HYDRANT RISER SPOOL, BREAK AWAY 12" 6 BOLT	10	**$ 65.55**
440	WTHYD065	FIRE HYDRANT RISER SPOOL, BREAK AWAY 4" 6 BOLT	40	**$ 50.59**
441	WTHYD070	FIRE HYDRANT RISER SPOOL, BREAK AWAY 6" 6 BOLT	40	**$ 47.83**
442	WTHYD075	FIRE HYDRANT RISER SPOOL, BREAK AWAY 8" 6 BOLT	20	**$ 56.18**
443	WTHYD080	FIRE HYDRANT RISER SPOOL, 10" SOLID 6 BOLT	20	**$ 65.88**
444	WTHYD085	FIRE HYDRANT RISER SPOOL, 12" SOLID 6 BOLT	20	**$ 65.55**

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
445	WTHYD090	FIRE HYDRANT RISER SPOOL, 4" SOLID 6 BOLT	10	**$ 50.59**
446	WTHYD095	FIRE HYDRANT RISER SPOOL, 6" SOLID 6 BOLT	40	**$ 47.83**
447	WTHYD100	FIRE HYDRANT RISER SPOOL, 8" SOLID 6 BOLT	40	**$ 56.18**
448	WTHYD105	FIRE HYDRANT BREAKAWAY BOLTS/NUTS SET	100	**$ 3.95**
449	WTHYD110	FIRE HYDRANT SOLID BOLTS/NUTS SET	100	
450	WTINS001	INSERT, 3/4" IPS STAIN STEEL POLYETHYLENE (51)	60	
451	WTINS005	INSERT, 1" IPS STAIN STEEL POLYETHYLENE (52)	60	
452	WTINS010	INSERT, 1 1/2" CTS STAIN STEEL POLYETHYLENE (73)	60	
453	WTINS015	INSERT, 2" CTS STAIN STEEL POLYETHYLENE (74)	60	
454	WTADF001	3" ADAPTER FLANGE FOR 3.80 OD 131090, PART# 899	2	
455	WTADF005	4" ADAPTER FLANGE FOR 4.80 OD 1	2	
456	WTADF010	6" ADAPTER FLANGE FOR 6.90 OD 131113, PART# 939	2	
457	WTADF015	8" ADAPTER FLANGE FOR 9.05 OD 131120, PART# 968	2	
458	WTADF020	10" ADAPTER FLANGE FOR 11.10 OD 131137, PART# 994	2	
459	WTADF025	12" ADAPTER FLANGE FOR 13.20 OD 131144, PART# 1013	2	
460	WTMEC001	MECHANICAL JOINT KIT 4" FOR IPS, TRANSITION KIT	2	
461	WTMEC005	MECHANICAL JOINT KIT 6" FOR IPS, TRANSITION KIT	2	
462	WTMEC010	MECHANICAL JOINT KIT 4" FOR C900	24	
463	WTMEC015	MECHANICAL JOINT KIT 6" FOR C900	24	
464	WTMEC020	MECHANICAL JOINT KIT 8" FOR C900	24	
465	WTMEC030	MECHANICAL JOINT KIT 10" FOR C900	24	
466	WTMEC035	MECHANICAL JOINT KIT 12" FOR C900	24	
467	WTMEC040	MECHANICAL JOINT GRIP RING KIT 4" FOR C900	16	
468	WTMEC045	MECHANICAL JOINT GRIP RING KIT 6" FOR C900	16	
469	WTMEC050	MECHANICAL JOINT GRIP RING KIT 8" FOR C900	16	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
470	WTMEC055	MECHANICAL JOINT GRIP RING KIT 10" FOR C900	10	
471	WTMEC060	MECHANICAL JOINT GRIP RING KIT 12" FOR C900	10	
472	WTMEC065	MECHANICAL JOINT GASKET 4" FOR C900	10	**$ 2.56**
473	WTMEC070	MECHANICAL JOINT GASKET 6" FOR C900	10	**$ 2.75**
474	WTMEC075	MECHANICAL JOINT GASKET 8" FOR C900	40	**$ 3.20**
475	WTMEC080	MECHANICAL JOINT GASKET 10" FOR C900	10	
476	WTMEC085	MECHANICAL JOINT GASKET 12" FOR C900	10	
477	WTNIP001	NIPPLE, 3/4" X CLOSE BRASS	10	**$ 1.50**
478	WTNIP005	NIPPLE, 1" X CLOSE BRASS	10	**$ 2.20**
479	WTNIP010	NIPPLE, 1 1/2" X CLOSE BRASS	10	**$ 4.35**
480	WTNIP015	NIPPLE, 2" X CLOSE BRASS	10	**$ 6.55**
481	WTNIP030	NIPPLE, 3/4" X 2" GALVANIZED	24	**$ 0.28**
482	WTNIP035	NIPPLE, 3/4" X 3" GALVANIZED	24	**$ 0.32**
483	WTNIP040	NIPPLE, 3/4" X 4" GALVANIZED	24	**$ 0.37**
484	WTNIP045	NIPPLE, 3/4" X 5" GALVANIZED	24	**$ 0.51**
485	WTNIP050	NIPPLE, 3/4" X 6" GALVANIZED	24	**$ 0.52**
486	WTNIP055	NIPPLE, 3/4" X CLOSE GALVANIZED	24	**$ 0.24**
487	WTNIP060	NIPPLE, 1 1/4" X 2" GALVANIZED	20	**$ 0.47**
488	WTNIP065	NIPPLE, 1 1/4" X 3" GALVANIZED	20	**$ 0.57**
489	WTNIP070	NIPPLE, 1 1/4" X 4" GALVANIZED	20	**$ 0.60**
490	WTNIP075	NIPPLE, 1 1/4" X 5" GALVANIZED	20	**$ 0.85**
491	WTNIP080	NIPPLE, 1 1/4" X 6" GALVANIZED	20	**$ 0.87**
492	WTNIP085	NIPPLE, 1 1/4" X CLOSE GALVANIZED	20	**$ 0.44**
493	WTNIP090	NIPPLE, 1 1/2" X 2" GALVANIZED	24	**$ 0.55**
494	WTNIP095	NIPPLE, 1 1/2" X 3" GALVANIZED	24	**$ 0.68**
495	WTNIP100	NIPPLE, 1 1/2" X 4" GALVANIZED	24	**$ 0.76**
496	WTNIP105	NIPPLE, 1 1/2" X 5" GALVANIZED	24	**$ 1.04**
497	WTNIP110	NIPPLE, 1 1/2" X 6" GALVANIZED	24	**$ 1.04**
498	WTNIP115	NIPPLE, 1 1/2" X CLOSE GALVANIZED	24	**$ 0.51**
499	WTNIP120	NIPPLE, 1" X 2" GALVANIZED	24	**$ 0.38**
500	WTNIP125	NIPPLE, 1" X 3" GALVANIZED	24	**$ 0.47**
501	WTNIP130	NIPPLE, 1" X 4" GALVANIZED	24	**$ 0.50**

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
502	WTNIP135	NIPPLE, 1" X 5" GALVANIZED	24	**$ 0.69**
503	WTNIP140	NIPPLE, 1" X 6" GALVANIZED	24	**$ 0.70**
504	WTNIP145	NIPPLE, 1" X CLOSE GALVANIZED	24	**$ 0.33**
505	WTNIP150	NIPPLE, 2" X 3" GALVANIZED	24	**$ 0.89**
506	WTNIP155	NIPPLE, 2" X 4" GALVANIZED	24	**$ 0.98**
507	WTNIP160	NIPPLE, 2" X 5" GALVANIZED	24	**$ 1.40**
508	WTNIP165	NIPPLE, 2" X 6" GALVANIZED	24	**$ 1.44**
509	WTNIP170	NIPPLE, 2" X CLOSE GALVANIZED	24	**$ 0.71**
510	WTNIP175	NIPPLE, 3" X 2" GALVANIZED	10	**No Bid**
511	WTNIP180	NIPPLE, 3" X 3" GALVANIZED	10	**$ 3.27**
512	WTNIP185	NIPPLE, 3" X 4" GALVANIZED	10	**$ 3.60**
513	WTNIP190	NIPPLE, 3" X 5" GALVANIZED	10	**$ 4.47**
514	WTNIP200	NIPPLE, 3" X 6" GALVANIZED	10	**$ 4.20**
515	WTNIP205	NIPPLE, 3" X CLOSE GALVANIZED	10	**$ 2.55**
516	WTNIP210	NIPPLE, 4" X 4" GALVANIZED	10	**$ 5.15**
517	WTNIP215	NIPPLE, 4" X 5" GALVANIZED	10	**$ 1.77**
518	WTNIP220	NIPPLE, 4" X 6" GALVANIZED	10	**$ 5.62**
519	WTNIP225	NIPPLE, 4" X CLOSE GALVANIZED	10	**$ 3.89**
520	WTPIP005	PIPE STANDARD GALVANIZED STEEL 3/4"	100	
521	WTPIP010	PIPE STANDARD GALVANIZED STEEL 1"	200	
522	WTPIP015	PIPE STANDARD GALVANIZED STEEL 1 1/2"	200	
523	WTPIP020	PIPE STANDARD GALVANIZED STEEL 2"	200	
524	WTPIP025	PIPE STANDARD GALVANIZED STEEL 3"	100	
525	WTPIP030	PIPE STANDARD GALVANIZED STEEL 4"	100	
526	WTPIP040	PIPE PVC CL150/C900-10"	100	
527	WTPIP045	PIPE PVC CL150/C900-12"	100	
528	WTPIP060	PIPE PVC CL150/C900-4"	200	
529	WTPIP065	PIPE PVC CL150/C900-6"	400	
530	WTPIP070	PIPE PVC CL150/C900-8"	200	
531	WTPIP071	PIPE LUB 1 QT. / 2 LB.	10	
532	WTPIP075	PIPE PVC SCHEDULE 40 1/2"	100	
533	WTPIP080	PIPE PVC SCHEDULE 40 3/4"	100	
534	WTPIP085	PIPE PVC SCHEDULE 40 1"	200	
535	WTPIP090	PIPE PVC SCHEDULE 40 1 1/2"	100	
536	WTPIP095	PIPE PVC SCHEDULE 40 2"	200	
537	WTPIP100	PIPE POLYETHYLENE TUBING 3/4" IPS	200	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
538	WTPIP105	PIPE POLYETHYLENE TUBING 1" IPS	600	**$ 0.42**
539	WTPIP110	PIPE POLYETHYLENE TUBING 1 1/2" CTS	600	**$ 0.64**
540	WTPIP115	PIPE POLYETHYLENE TUBING 2" CTS	600	**$ 1.08**
541	WTPLG001	PLUG, 1/2" GALVANIZED	50	**$ 0.80**
542	WTPLG005	PLUG, 3/4" GALVANIZED	50	**$ 0.78**
543	WTPLG010	PLUG, 1" GALVANIZED	20	**$ 0.86**
544	WTPLG015	PLUG, 1 1/4" GALVANIZED	25	**$ 1.35**
545	WTPLG020	PLUG, 1 1/2" GALVANIZED	25	**$ 1.80**
546	WTPLG025	PLUG, 2" GALVANIZED	8	**$ 2.30**
547	WTPLG030	PLUG, 3" GALVANIZED	10	**$ 6.30**
548	WTPLG035	PLUG, 4" GALVANIZED	2	**$ 13.00**
549	WTPLG040	PLUG, 1 1/4" PVC MALE THREAD	60	**$ 0.79**
550	WTRED001	REDUCER DUCTILE IRON 10" X 6" F X F	2	
551	WTRED005	REDUCER DUCTILE IRON 10" X 8" F X F	2	
552	WTRED010	REDUCER DUCTILE IRON 10" X 8" F X MJ	2	
553	WTRED015	REDUCER DUCTILE IRON 10" X 8" MJ X MJ	2	
554	WTRED020	REDUCER DUCTILE IRON 12" X 10" F X F	2	
555	WTRED025	REDUCER DUCTILE IRON 12" X 10" F X MJ	2	
556	WTRED030	REDUCER DUCTILE IRON 12" X 10" MJ X MJ	2	
557	WTRED035	REDUCER DUCTILE IRON 12" X 6" F X F	2	
558	WTRED040	REDUCER DUCTILE IRON 12" X 8" F X F	2	
559	WTRED045	REDUCER DUCTILE IRON 4" X 3" F X F	2	
560	WTRED050	REDUCER DUCTILE IRON 4" X 3" F X MJ	2	
561	WTRED055	REDUCER DUCTILE IRON 4" X 3" MJ X MJ	2	
562	WTRED060	REDUCER DUCTILE IRON 6" X 4" F X F	2	
563	WTRED065	REDUCER DUCTILE IRON 6" X 4" F X MJ	2	
564	WTRED070	REDUCER DUCTILE IRON 6" X 4" MJ X MJ	2	
565	WTRED075	REDUCER DUCTILE IRON 8" X 6" F X F	2	
566	WTRED080	REDUCER DUCTILE IRON 8" X 6" F X MJ	2	
567	WTRED085	REDUCER DUCTILE IRON 8" X 6" MJ X MJ	2	
568	WTRED090	REDUCER, 3/4" X 1/2" GALVANIZED	25	**$ 0.94**
569	WTRED095	REDUCER, 1" X 3/4" GALVANIZED	50	**$ 1.40**
570	WTRED100	REDUCER, 1 1/4" X 1" GALVANIZED	50	**$ 1.92**
571	WTRED105	REDUCER, 1 1/2" X 1" GALVANIZED	50	**$ 2.47**
572	WTRED110	REDUCER, 2" X 1 1/2" GALVANIZED	24	**$ 3.38**
573	WTRED115	REDUCER, 3" X 2" GALVANIZED	24	**$ 12.93**
574	WTRED120	REDUCER, 4" X 3" GALVANIZED	12	**$ 29.95**

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
575	WTRED125	REDUCER, 1/2" X 3/4" PVC SLIP	25	
576	WTRED130	REDUCER, 3/4" X 1" PVC SLIP	100	
577	WTRED135	REDUCER, 1" X 1 1/2" PVC SLIP	50	
578	WTRED140	REDUCER, 1 1/2" X 2" PVC SLIP	50	
579	WTSPO001	SPOOL DUCTILE IRON 10" X 1' F X F	4	**$ 209.41**
580	WTSPO005	SPOOL DUCTILE IRON 10" X 2' F X F	4	**$ 265.88**
581	WTSPO010	SPOOL DUCTILE IRON 10" X 3' F X F	4	**$ 320.00**
582	WTSPO015	SPOOL DUCTILE IRON 10" X 4' F X F	4	**$ 376.47**
583	WTSPO020	SPOOL DUCTILE IRON 10" X 5' F X F	4	
584	WTSPO025	SPOOL DUCTILE IRON 6" X 1' F X F	10	
585	WTSPO030	SPOOL DUCTILE IRON 6" X 2' F X F	10	**$ 141.11**
586	WTSPO035	SPOOL DUCTILE IRON 6" X 3' F X F	10	**$ 171.11**
587	WTSPO040	SPOOL DUCTILE IRON 6" X 4' F X F	10	**$ 200.00**
588	WTSPO045	SPOOL DUCTILE IRON 6" X 5' F X F	10	**$ 228.89**
589	WTSPO050	SPOOL DUCTILE IRON 8" X 1' F X F	8	**$ 155.29**
590	WTSPO055	SPOOL DUCTILE IRON 8" X 2' F X F	8	**$ 186.67**
591	WTSPO060	SPOOL DUCTILE IRON 8" X 3' F X F	8	**$ 225.56**
592	WTSPO065	SPOOL DUCTILE IRON 8" X 4' F X F	8	**$ 265.56**
593	WTSPO070	SPOOL DUCTILE IRON 8" X 5' F X F	8	**$ 306.67**
594	WTSPO075	SPOOL DUCTILE IRON 4" X 1' F X F	10	**$ 100.00**
595	WTSPO080	SPOOL DUCTILE IRON 4" X 2' F X F	10	**$ 120.00**
596	WTSPO085	SPOOL DUCTILE IRON 4" X 3' F X F	10	**$ 145.56**
597	WTSPO090	SPOOL DUCTILE IRON 4" X 4' F X F	10	**$ 170.00**
598	WTSPO095	SPOOL DUCTILE IRON 4" X 5' F X F	10	**$ 195.56**
599	WTSPO100	SPOOL DUCTILE IRON 3" X 2' F X F	1	**$ 140.00**
600	WTTEE055	TEE DUCTILE IRON 4" X 4" F X F	2	
601	WTTEE060	TEE DUCTILE IRON 4" X 4" MJ X F	2	
602	WTTEE065	TEE DUCTILE IRON 6" X 4" F X F	2	
603	WTTEE070	TEE DUCTILE IRON 6" X 4" MJ X F	2	
604	WTTEE075	TEE DUCTILE IRON 6" X 6" F X F	2	
605	WTTEE080	TEE DUCTILE IRON 6" X 6" MJ X F	2	
606	WTTEE085	TEE DUCTILE IRON 8" X 6" F X F	2	
607	WTTEE090	TEE DUCTILE IRON 8" X 6" MJ X F	2	
608	WTTEE095	TEE DUCTILE IRON 8" X 8" F X F	2	
609	WTTEE100	TEE DUCTILE IRON 8" X 8" MJ X F	2	
610	WTTEE105	TEE DUCTILE IRON 10" X 12" F X F	2	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
611	WTTEE125	TEE, 3/4" X 3/4" GALVANIZED	2	**$ 1.11**
612	WTTEE130	TEE, 1" X 1" GALVANIZED	10	**$ 1.79**
613	WTTEE135	TEE, 1 1/4" X 1 1/4" GALVANIZED	2	**$ 2.90**
614	WTTEE140	TEE, 1 1/2" X 1 1/2" GALVANIZED	10	**$ 3.53**
615	WTTEE145	TEE, 2" X 2" GALVANIZED	10	**$ 5.89**
616	WTTEE150	TEE, 3" X 3" GALVANIZED	2	**$ 19.18**
617	WTTEE155	TEE, 4" X 4" GALVANIZED	2	**$ 45.36**
618	WTTEE160	TEE, 1/2" PVC SLIP	10	
619	WTTEE165	TEE, 3/4" PVC SLIP	10	
620	WTTEE170	TEE, 1" PVC SLIP	10	
621	WTTEE175	TEE, 1 1/2" PVC SLIP	10	
622	WTTEE180	TEE, 2" PVC SLIP	10	
623	WTUNI001	UNION, 3/4" GALVANIZED	20	**$ 2.98**
624	WTUNI005	UNION, 1" GALVANIZED	20	**$ 3.63**
625	WTUNI010	UNION, 1 1/4 GALVANIZED	6	**$ 4.98**
626	WTUNI015	UNION, 1 1/2" GALVANIZED	20	**$ 6.37**
627	WTUNI020	UNION, 2" GALVANIZED	20	**$ 8.42**
628	WTUNI025	UNION, 3" GALVANIZED	2	**$ 35.25**
629	WTVLV001	VALVE ANGLE METER BALL 3/4" FMIP	12	
630	WTVLV005	VALVE ANGLE METER BALL 3/4" PJ	12	
631	WTVLV010	VALVE ANGLE METER BALL 1" FMIP	12	
632	WTVLV015	VALVE ANGLE METER BALL 1" PJ	12	
633	WTVLV020	VALVE ANGLE METER BALL 1 1/2" FMIP X FLG	12	
634	WTVLV021	VALVE ANGLE METER BALL 1 1/2" PJ X FLG	4	**$ 192.78**
635	WTVLV025	VALVE ANGLE METER BALL 2" FMIP X FLG	12	
636	WTVLV026	VALVE ANGLE METER BALL 2" PJ X FLG	4	**$ 244.72**
637	WTVLV030	VALVE, 3/4" BALL W/HANDLE FMIP X FMIP	12	
638	WTVLV035	VALVE, 1" BALL W/HANDLE FMIP X FMIP	12	
639	WTVLV040	VALVE 1 1/2" BALL W/HANDLE FMIP X FMIP	12	
640	WTVLV045	VALVE, 2" BALL W/HANDLE FMIP X FMIP	12	
641	WTVLV060	VALVE, BALL 1 1/2" FMIP X FMIP	12	
642	WTVLV065	VALVE, 10" RS GATE FL X FL	2	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
643	WTVLV070	VALVE, 12" RS GATE FL X FL	2	
644	WTVLV075	VALVE, 3" RS GATE FL X FL	2	
645	WTVLV080	VALVE, 4" RS GATE FL X FL	2	
646	WTVLV085	VALVE, 6" RS GATE FL X FL	4	
647	WTVLV090	VALVE, 8" RS GATE FL X FL	4	
648	WTVLV095	VALVE, 10" RS GATE FLG X MJ	4	
649	WTVLV100	VALVE, 12" RS GATE FLG X MJ	2	
650	WTVLV105	VALVE, 4" RS GATE FLG X MJ	10	
651	WTVLV110	VALVE, 6" RS GATE FLG X MJ	10	
652	WTVLV115	VALVE, 8" RS GATE FLG X MJ	10	
653	WTVLV120	VALVE, 10" RS GATE MJ X MJ	4	
654	WTVLV125	VALVE, 12" RS GATE MJ X MJ	2	
655	WTVLV130	VALVE, 4" RS GATE MJ X MJ	5	
656	WTVLV135	VALVE, 6" RS GATE MJ X MJ	5	
657	WTVLV140	VALVE, 8" RS GATE MJ X MJ	5	
658	WTVLV145	VALVE, 6" RS GATE RT X RT	2	
659	WTVLV150	VALVE, 8" RS GATE RT X RT	2	
660	WTVLV155	VALVE, 3/4" STRAIGHT COMP MTR GLOBE	25	
661	WTVLV160	VALVE, 1" STRAIGHT COMP MTR GLOBE	25	
662	WTVLV165	VALVE, 3/4" GATE - RED & WHITE	5	
663	WTVLV170	VALVE, 1" GATE - RED & WHITE	5	
664	WTVLV175	VALVE, 1 1/2" GATE - RED & WHITE	20	
665	WTVLV180	VALVE, 2" GATE - RED & WHITE	20	
666	WTVLV181	VALVE, 2 1/2" GATE - RED & WHITE	5	
667	WTVLV182	VALVE, 3" GATE - RED & WHITE	5	
668	WTVLV185	VALVE, 4" GATE - RED & WHITE - STYLE #206	5	
669	WTVLV190	VALVE, 4" GATE - RED & WHITE - STYLE #267	5	**Not Available**
670	WTVLV195	VALVE, BALL 2" FMIP X FMIP	10	
671	WTVLV200	VALVE, 1 1/2" HAND FMIP X METER FLANGE	2	
672	WTVLV205	VALVE, 1" ANGLE METER BALL VALVE, PJ X 45	25	

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
R & B COMPANY
for
PIPE AND PIPE FITTINGS
CONTRACT NO. 14-049

THIS AGREEMENT is made this 24th day of June, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **R & B COMPANY**, a California Corporation, hereinafter referred to as "SUPPLIER."

W I T N E S S E T H:

WHEREAS, CITY has a need for pipe & pipe fittings; and

WHEREAS, SUPPLIER has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as Goods.

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

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

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

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

4. **COMPENSATION:** CITY agrees to pay SUPPLIER in accordance with Exhibit B as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Twenty Nine Thousand and No/100ths Dollars ($29,000.00). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

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

OK for Agenda

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of Twelve months (12) beginning July 1, 2014 and ending June 30, 2015, subject to CITY's availability of funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Automobile Insurance: SUPPLIER shall furnish CITY with proof of automobile liability coverage and a valid California driver license.

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

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

(h) Waiver of Subrogation: SUPPLIER hereby agrees to waive subrogation which any insurer of SUPPLIER may acquire from SUPPLIER by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a

waiver of subrogation in favor of CITY for all work performed by SUPPLIER, its agents, employees, independent contractors and subcontractors. SUPPLIER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

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

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

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

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

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

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

It is further understood and agreed that SUPPLIER must issue W-2 forms or other

forms as required by law for income and employment tax purposes for all of SUPPLIER'S personnel.

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay SUPPLIER an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of

SUPPLIER, SUPPLIER understands and agrees that CITY may, in CITY's sole discretion, refuse to pay SUPPLIER for that portion of SUPPLIER'S services which were performed by SUPPLIER on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. COMPLIANCE WITH LAWS: SUPPLIER shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health

regulations and laws. SUPPLIER shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

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

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

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

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

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

for SUPPLIER:
R & B COMPANY
ATTENTION: DAVE MOORE
1268 VANDERBILT CIRCLE
MANTECA, CA 95337
PHONE: (209) 823-7500 FAX: (209) 823-7550
EMAIL: dmoore@rbcompany.com

for CITY:
CITY OF TURLOCK
ATTN: LARRY GILLEY, UTILILIES MANAGER
MUNICIPAL SERVICES UTILITIES DIVISION
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4442
FAX: (209) 668-5695
EMAIL: lgilley@turlock.ca.us

34. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to SUPPLIER thirty (30) days prior to the expiration of this Agreement. On each anniversary date,

SUPPLIER will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in SUPPLIER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

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

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

R & B COMPANY

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A
REQUEST FOR BID AND SPECIFICATIONS NO. 14-285
PIPE AND PIPE FITTINGS
SPECIFICATIONS

1.1 SCOPE OF WORK

The City of Turlock has shown on the parts list, Exhibit "B", and the quantities of materials that it expects to be purchase in the next fiscal year. The City anticipates it will need most of the materials shown on the parts list, Exhibit "B", and there may be greater or lesser amounts purchased. Materials will be ordered on an as "NEEDED BASIS" to maintain inventory.

NOTE: The quantities stated on the parts list, Exhibit B, are estimates, based on historical averages. The City neither implies nor guarantees a specific level of usage, if any, under resultant order.

The contract will be for a twelve (12) months period, and shall commence upon notification of award.

1.2 SPECIFICATION OF MATERIALS

All fittings supplied for use in the City must meet the appropriate American Water Works Association (AWWA) standards. Supplier must prove beyond any doubt to the City Purchasing Officer that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.

1) When Supplier cannot abide by terms and conditions in fulfilling the contract, Supplier must supply service or supplies from other sources at the contract price. If Supplier delays in the above, the City reserves the right to purchase on the open market and charge Supplier the difference between contract price and the purchase price.

2) The Annual Contract shall include the following terms and conditions:

   a) Annual contract purchase orders will be issued for each City departments authorized to place orders against this annual contract.

   b) All invoices must be submitted in duplicate and show each purchase order number and corresponding to the City departments. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then list prices, discounts, in terms of percentage, and net prices must be shown. If prices are based on list prices, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown. In connection with any term discount offered, time will be computed from the first of the month following receipt of supplies or services, or a correct invoice. Payment is deemed to be made on the date of mailing of the check.

3) Revision of Unit Price
   It is agreed that bid price may be superseded during the contract period only if such price revisions are the result of a general industry price revision. (Note: Discount accepted, as parts of this bid are not subject to revision) A written notice stipulating

in detail the price revision must be furnished and approved by the City before revised prices go into effect.

4) The City reserves the right to extend the term of the contract in 30 day increments, not to exceed 90 days total with written notice to the vendor; provided, that the City shall give the vendor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the City to an extension.

1.3 **Substitute Materials as "EQUAL"**: Brand names, where used, are a means of establishing quality, style and suitability. Bidders are advised that after agreement is awarded, alternates may be offered, however, they are to be supported by literature, which fully describes items that are offered. The burden of proof and cost of analysis to determine equality shall be borne by the bidder. No substitutes will be considered on the items indicating brand names for purpose of bid evaluation.

1.4 **Placing Orders**: Orders will be placed by the following process:

a) The ordering department or respective Agency will call or fax on an as "Needed basis".

b) The Supplier will check with the ordering department on a weekly basis.

c) The Supplier shall be required to supply all materials listed on bid proposal, Exhibit "B" and all items available in the Supplier's general catalog. No minimum charge for material or minimum material quantities will be allowed. No substitutions will be allowed unless previously approved by the Utilities Maintenance Manager or his designee.

1.5 **Delivery**: The Supplier shall be required to deliver the materials requested by each respective Agency, to the required delivery point, within Ten (10) business day after order is placed, without additional transportation charges. All material shall be packaged to protect them from damage, and delivered F.O.B. destination.

1.6 **Delivery of Order**: Each delivery shall include a packing slip so as to show the items delivered and those items back ordered.

1.7 **Back Orders**: All back order item from the parts list, Exhibit "B" are to be minimal but shall not exceed ten (10) working days from time of order to delivery. Special order items from the Supplier's catalog shall not exceed thirty (30) calendar days from time of order to delivery.

1.8 **Returns**: City department will notify the Supplier within five (5) working days after receipt of any incorrectly ordered, delivered, or defective material. The Supplier will provide the department with a return authorization, and the item(s) to be returned to Supplier will be picked up on their next day of delivery. No service charges or restocking fees will be assessed by the Supplier to the City.

1.9 **Invoicing**: The Supplier shall furnish invoices in duplicate to the City Accounts Payable Clerk showing the date, and itemized order of units ordered, unit price, extended price, state sales tax and total.

EXHIBIT B
PIPE & PIPE FITTINGS – PARTS LIST

Item #	City Part #	Description	Qty.	Unit Price
1	CLBUS001	BUSHING, JOINTS 4" J BUSHING (SDR 26)	20	
2	CLBUS005	BUSHING, JOINTS 4" B BUSHING (C 900)	20	
3	CLBUS010	BUSHING, JOINTS 6" J BUSHING (SDR 26)	20	
4	CLBUS015	BUSHING, JOINTS 6" B BUSHING (C 900)	20	
5	CLBUS020	BUSHING, JOINTS 8" J BUSHING (SDR 26)	6	
6	CLBUS025	BUSHING, JOINTS 8" BUSHING (C 900)	6	
7	CLBUS030	BUSHING, JOINTS 10" J BUSHING (SDR 26)	2	
8	CLBUS035	BUSHING, JOINTS 10" B BUSHING (C 900)	2	
9	CLBUS040	BUSHING, JOINTS 12" J BUSHING (SDR 26)	2	
10	CLBUS045	BUSHING, JOINTS 12" B BUSHING (C 900)	2	
11	CLCAA001	PLUG 4" A.B.S. CAP THREADED	50	
12	CLCOM001	4" ABS, T-Y LONG TURN ALL HUB	50	$ 17.00
13	CLCOM002	4" ABS, T-Y SHORT TURN ALL HUB	50	
14	CLCOU001	COUPLER, 4" JOINTS RUBBER CALDER, CLAY TO CLAY	100	
15	CLCOU005	COUPLER, 4" JOINTS SHEAR COUPLER, CLAY TO CLAY	20	
16	CLCOU010	COUPLER, 6" JOINTS SHEAR COUPLER, CLAY TO CLAY	20	
17	CLCOU015	COUPLER, 8" JOINTS SHEAR COUPLER, CLAY TO CLAY	20	
18	CLCOU020	COUPLER, 10" JOINTS SHEAR COUPLER, CLAY TO CLAY	12	
19	CLCOU025	COUPLER, 12" JOINTS SHEAR COUPLER, CLAY TO CLAY	12	
20	CLCOU060	COUPLER, 4" X 3" CALDER	12	
21	CLCOU065	COUPLER, 4" X 3" ABS REDUCER (20 PER BOX)	20	
22	CLCOU070	COUPLER, 4" SDR X ABS TRANSITION	50	
23	CLCOU075	COUPLER, 4" ABS SLIP X FM THREAD	50	
24	CLCOU076	COUPLER, 4" RUBBER CALDER CLAY TO AC	20	
25	CLCOU080	COUPLER, 4" ABS SPIGOT X FM THREAD	20	$ 6.10

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
26	CLCOU085	COUPLER, 4" ABS SLIP X SLIP	50	
27	CLCOU090	COUPLER, 4" RUBBER CALDER CLAY TO PLASTIC	50	
28	CLCOU100	COUPLER, 4" C-900 X SDR 26 TRANSITION BELL TO BELL	10	*$ 25.25*
29	CLCOU105	COUPLER, 4" C-900 BELL X SDR 26 SPIGOT TRANSITION	10	*$ 25.25*
30	CLCOU110	HARD COUPLING, 4" SDR TO ABS TRANSITION	30	
31	CLELB001	ELBOW 4" ABS HUB/HUB 22 1/2 DEGREE	25	
32	CLELB005	ELBOW 4" ABS HUB/HUB 45 DEGREE	25	
33	CLELB010	ELBOW 4" ABS HUB/HUB 90 DEGREE	25	
34	CLELB075	ELBOW 4" SDR26 RINGTITE 22 1/2 DEGREE	25	$ 6.50
35	CLELB080	ELBOW 4" SDR26 RINGTITE 45 DEGREE	25	$ 6.50
36	CLELB085	ELBOW 4" SDR26 RINGTITE 90 DEGREE	25	$ 15.25
37	CLELB090	ELBOW 4" ABS STREET 22 1/2 DEGREE	25	
38	CLELB095	ELBOW 4" ABS STREET 45 DEGREE	25	
39	CLELB100	ELBOW 4" ABS STREET 90 DEGREE	25	
40	CLELB105	ELBOW 4" C-900 22 1/2 BELL TO BELL	6	
41	CLELB110	ELBOW 4" C-900 45 BELL TO BELL	6	
42	CLELB115	ELBOW 4" SDR26 STREET 22 1/2 DEGREE	6	
43	CLELB120	ELBOW 4" SDR26 STREET 45 DEGREE	6	
44	CLMAN001	MANHOLE RING & COVER MARKED SEWER	12	
45	CLMAN005	MANHOLE RING & COVER MARKED STORM	12	
46	CLMAN006	MANHOLE RING EXTENSION 1 1/2"	4	
47	CLMAN007	MANHOLE RING EXTENSION 2"	4	
48	CLMAN010	MANHOLE, 1 FOOT BARREL	3	
49	CLMAN015	MANHOLE, 2 FOOT BARREL	3	
50	CLMAN020	MANHOLE, 3 FOOT BARREL	2	
51	CLMAN025	MANHOLE, 4 FOOT BARREL	2	
52	CLMAN030	MANHOLE, 1 FOOT CONE	4	
53	CLMAN035	MANHOLE, 2 FOOT CONE	4	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
54	CLMAN040	MANHOLE, 3 FOOT CONE	3	
55	CLMAN041	MANHOLE, 2" GRADE RING	20	
56	CLMAN045	MANHOLE, 3" GRADE RING	20	
57	CLMAN050	MANHOLE, 6" GRADE RING	15	
58	CLPIP001	PIPE 4" ABS	300	
59	CLPIP005	PIPE 4" SDR26	400	$ 1.36
60	CLPIP010	PIPE 6" SDR26	200	$ 2.93
61	CLPIP015	PIPE 8" SDR26	200	$ 5.28
62	CLPIP020	PIPE 10" SDR26	60	$ 8.26
63	CLPIP025	PIPE 12" SDR26	60	$ 11.78
64	CLPLG001	4" TEST PLUG	12	
65	CLPLG005	6" TEST PLUG	12	
66	CLWYE001	4" SDR26 WYE ALL HUB	6	
67	CLWYE010	4" C900 WYE ALL HUB	6	
68	CLWYE015	12" X 4" SDR26 WYE ALL HUB	6	$ 125.25
69	CLWYE020	10" X 4" SDR26 WYE ALL HUB	6	$ 91.00
70	CLWYE025	8" X 4" SDR26 WYE ALL HUB	6	$ 36.00
71	CLWYE030	6" X 4" SDR26 WYE ALL HUB	6	$ 25.50
72	CLWYE035	6" X 4" C900 WYE ALL HUB	6	
73	WTADA001	ADAPTER 3/4" BRASS FMIP X PJ	20	$ 13.25
74	WTADA005	ADAPTER 3/4" BRASS MIP X PJ	20	$ 13.50
75	WTADA010	ADAPTER 1" BRASS FMIP X PJ	20	$ 17.00
76	WTADA015	ADAPTER 1" BRASS MIP X PJ	20	$ 19.75
77	WTADA020	ADAPTER 1 1/2" BRASS FMIP X PJ	20	
78	WTADA025	ADAPTER 1 1/2" BRASS MIP X PJ	20	
79	WTADA030	ADAPTER 2" BRASS FMIP X PJ	20	
80	WTADA035	ADAPTER 2" BRASS MIP X PJ	20	
81	WTADA055	ADAPTER DUCTILE IRON 6" F X MJ	20	$ 48.00
82	WTADA060	ADAPTER DUCTILE IRON 4" F X MJ	10	$ 35.00
83	WTADA065	ADAPTER DUCTILE IRON 8" F X MJ	10	
84	WTADA070	ADAPTER PVC 3/4" SLIP X MIPT SCHEDULE 80	100	$ 1.35
85	WTADA075	ADAPTER PVC 3/4" SLIP X 1" MIPT SCHEDULE 80	100	
86	WTADA080	ADAPTER PVC 1" SLIP X MIPT SCHEDULE 80	200	$ 2.35
87	WTADA085	ADAPTER PVC 1 1/2" SLIP X MIPT	100	$ 3.95

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
88	WTADA090	ADAPTER PVC 2" SLIP X MIPT SCHEDULE 80	100	$ 5.65
89	WTADA095	METER ADAPTERS 3/4" TO 1" FORD A34	10	No Bid
90	WTBFL001	BACKFLOW ASSEMBLY 3/4" DOUBLE CHECK	10	$ 110.00
91	WTBFL005	BACKFLOW ASSEMBLY 1" DOUBLE CHECK	10	$ 121.50
92	WTBFL010	BACKFLOW ASSEMBLY 1 1/2" DOUBLE CHECK	10	$ 258.00
93	WTBFL015	BACKFLOW ASSEMBLY 2" DOUBLE CHECK	10	$ 361.00
94	WTBFL095	BACKFLOW ASSEMBLY 3/4" REDUCED PRESSURE	6	$ 242.00
95	WTBFL100	BACKFLOW ASSEMBLY 1" REDUCED PRESSURE	15	
96	WTBFL105	BACKFLOW ASSEMBLY 1 1/2" REDUCED PRESSURE	12	
97	WTBFL110	BACKFLOW ASSEMBLY 2" REDUCED PRESSURE	12	
98	WTBOL000	BOLT UP SET 3"	20	
99	WTBOL001	BOLT UP SET 4"	20	
100	WTBOL005	BOLT UP SET 6" & 8"	20	
101	WTBOL010	BOLT UP SET 10" & 12"	20	
102	WTBOL015	BOLT, MACHINE 3/4" X 4" & NUTS	100	
103	WTBOL020	BOLT, MACHINE 5/8"-11 X 2 1/2" & NUTS	50	$ 0.79
104	WTBOL025	BOLT, MACHINE 5/8"-11 X 2 1/4" & NUTS	50	$ 0.79
105	WTBOL030	BOLT, MACHINE 5/8"-11 X 3" & NUTS	100	$ 0.86
106	WTBOL031	5/8"-11 NUTS	100	
107	WTBOL035	BOLT, MACHINE 7/8" X 4" & NUTS	100	
108	WTBOL040	BOLT, MJ TEE HEAD 3/4" X 3 1/2" & NUTS	50	$ 1.50
109	WTBOL045	BOLT, MJ TEE HEAD 3/4" X 4" & NUTS+C58	200	$ 1.75
110	WTBOL050	BOLT, DILLY LUG	30	$ 3.00
111	WTBOL055	BOLT, MACHINE .5 X 2.5 (1/2" X 2 1/2")	50	
112	WTBOL060	BOLT, MACHINE .5 X 2.25 (1/2" X 2 1/4")	50	$ 0.50
113	WTBOL065	BOLT, MACHINE .5 X 2 (1/2" X 2")	50	$ 0.50
114	WTBOL070	BOLT, MACHINE .75 X 2.5 (3/4" X 2 1/2")	50	

EXHIBIT B
PIPE & PIPE FITTINGS – PARTS LIST

Item #	City Part #	Description	Qty.	Unit Price
115	WTBOL075	BOLT, MACHINE .75 X 3.5 (3/4" X 3 1/2")	50	
116	WTBOL080	BOLT, MACHINE .625 X 2 (5/8" X 2")	50	$ 0.50
117	WTBOX001	BOX, B16 UTILITY	40	
118	WTBOX005	BOX, B36 UTILITY	30	
119	WTBOX100	BOX G5 GRADE RING 1" HIGH G5GR10	10	
120	WTBOX105	BOX G5 GRADE RING 1 1/2" HIGH G5GR15	10	
121	WTBOX110	BOX G5 GRADE RING 2" HIGH GSGR20	10	
122	WTBOX115	BOX G5 CAST IRON LID MARKED WATER	40	
123	WTBOX116	BOX G5 CAST IRON LID MARKED SEWER	150	
124	WTBOX120	BOX, TRAFFIC G5 VALVE BOX 10 3/8" X 12" HIGH	150	$ 24.00
125	WTBOX125	BOX, TRAFFIC B1324 (B16)	10	$ 87.50
126	WTBOX130	BOX, TRAFFIC B1324-61JH - H/20 COVER(B16)	10	$ 132.50
127	WTBOX135	BOX, TRAFFIC B1730 (B36)	10	$ 170.00
128	WTBOX140	BOX, TRAFFIC B1730-51JH - H/20 COVER (B36)	10	
129	WTBOX155	BOX, B-16 FIBERLITE LID MARKED WATER	300	$ 35.00
130	WTBOX160	BOX, B-36 FIBERLITE LID MARKED WATER	100	$ 78.20
131	WTBOX175	BOX G4 CAST IRON LID MARKED WATER	30	$ 20.25
132	WTBOX180	BOX, TRAFFIC G4 VALVE BOX 10 3/8" X 12" HIGH	30	$ 34.50
133	WTBUS001	BUSHING, 1" X 3/4" BRASS	10	
134	WTBUS005	BUSHING, 1 1/2" X 1" BRASS	10	
135	WTBUS010	BUSHING, 2" X 1" BRASS	10	
136	WTBUS015	BUSHING, 2" X 1 1/2" BRASS	10	
137	WTBUS020	BUSHING, 3/4" X 1/2" GALVANIZED	50	
138	WTBUS025	BUSHING, 1" X 3/4" GALVANIZED	50	
139	WTBUS030	BUSHING, 1 1/2" X 1" GALVANIZED	50	
140	WTBUS035	BUSHING, 2" X 1" GALVANIZED	50	
141	WTBUS040	BUSHING, 2" X 1 1/2" GALV	50	
142	WTBUS045	BUSHING, 2" X 1 1/4" GALV	20	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
143	WTBUS050	BUSHING 3" X 2" GALVANIZED	20	
144	WTBUS055	BUSHING, 4" X 2" GALVANIZED	20	
145	WTBUS060	BUSHING, 4" X 3" GALVANIZED	20	
146	WTCAP000	CAP DUCTILE IRON 10" X MJ	4	$ 50.00
147	WTCAP001	CAP DUCTILE IRON 10" X 2" MJ	4	$ 65.00
148	WTCAP005	CAP DUCTILE IRON 10" X 4" MJ	4	
149	WTCAP006	CAP DUCTILE IRON 12" X MJ	4	
150	WTCAP010	CAP DUCTILE IRON 12" X 2" MJ	4	
151	WTCAP015	CAP DUCTILE IRON 12" X 4" MJ	4	$ 141.00
152	WTCAP026	CAP DUCTILE IRON 4" X MJ	4	$ 13.50
153	WTCAP030	CAP DUCTILE IRON 4" X 2" MJ	4	
154	WTCAP031	CAP DUCTILE IRON 6" X MJ	4	
155	WTCAP035	CAP DUCTILE IRON 6" X 2" MJ	4	$ 38.75
156	WTCAP040	CAP DUCTILE IRON 6" X 4" MJ	4	$ 95.00
157	WTCAP041	CAP DUCTILE IRON 8" X MJ	4	$ 39.75
158	WTCAP045	CAP DUCTILE IRON 8" X 2" MJ	4	
159	WTCAP050	CAP DUCTILE IRON 8" X 4" MJ	4	$ 109.00
160	WTCAP055	CAP, 1/2" GALVANIZED	20	
161	WTCAP060	CAP, 3/4" GALVANIZED	20	
162	WTCAP065	CAP, 1" GALVANIZED	20	
163	WTCAP070	CAP, 1 1/2" GALVANIZED	20	
164	WTCAP075	CAP, 2" GALVANIZED	20	
165	WTCAP080	CAP, 3" GALVANIZED	10	
166	WTCAP085	CAP, 4" GALVANIZED	10	
167	WTCAP090	CAP, 1/2" PVC - SLIP	10	$ 0.12
168	WTCAP095	CAP, 3/4" PVC - SLIP	10	$ 0.13
169	WTCAP100	CAP, 1" PVC - SLIP	10	$ 0.21
170	WTCAP105	CAP, 1 1/4" PVC - SLIP	40	$ 0.28
171	WTCAP110	CAP, 1 1/2" PVC - SLIP	10	$ 0.31
172	WTCAP115	CAP, 2" PVC - SLIP	10	$ 0.37
173	WTCLA010	CLAMP FULL CIRC RPR RNG 4.95-5.35	12	
174	WTCLA011	CLAMP FULL CIRC RPR RNG 4.95-5.35 X 12 1/2" AC	12	
175	WTCLA015	CLAMP FULL CIRC RPR RNG 4.74-5.14	12	
176	WTCLA240	CLAMP FULL CIRC RPR RNG 5.95-6.35 X 7 1/2" OD	12	
177	WTCLA025	CLAMP FULL CIRC RPR RNG 5.95-6.35	12	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
178	WTCLA030	CLAMP FULL CIRC RPR RNG 6.56-6.96X7 1/2" SS C900CI	12	
179	WTCLA036	CLAMP FULL CIRC RPR RNG 6.84-7.24 X 6" ROMAC	12	
180	WTCLA040	CLAMP FULL CIRC RPR RNG 6.84-7.24X7 1/2"C900 CIAC	12	
181	WTCLA045	CLAMP FULL CIRC RPR RNG 7.10-7.50 X 12 1/2" AC	12	
182	WTCLA050	CLAMP FULL CIRC RPR RNG 9.30-9.70 X 10" AC	12	
183	WTCLA051	CLAMP FULL CIRC RPR RNG 9.00-9.40 X 6" ROMAC	12	
184	WTCLA055	CLAMP FULL CIRC RPR RNG 9.00-9.40 X7 1/2 C900AC CI	12	
185	WTCLA060	CLAMP FULL CIRC RPR RNG 8.99-9.79 X 12" C900 AC CI	12	$ 114.35
186	WTCLA065	CLAMP FULL CIRC RPR RNG 8.99-9.79X7 1/2" C900AC CI	12	$ 76.75
187	WTCLA070	CLAMP FULL CIRC RPR RNG 9.30-9.70 X 7 1/2" AC	12	
188	WTCLA075	CLAMP FULL CIRC RPR RNG 9.27-9.67 X 7 1/2" AC	12	
189	WTCLA085	CLAMP FULL CIRC RPR RNG 9.20-10.00 X 12 1/2, OD	12	
190	WTCLA090	CLAMP FULL CIRC RPR RNG 7.20-8.00 X 12 1/2", OD	12	
191	WTCLA095	CLAMP FULL CIRC RPR RNG 8.60-9.39 X 12 1/2" SS C900 CI	12	
192	WTCLA125	CLAMP, REPAIR SPOT 3" ODS X 4" STYLE "C"	12	$ 16.25
193	WTCLA130	CLAMP, REPAIR SPOT 4" ODS X 8" STYLE "C"	12	
194	WTCLA135	CLAMP, REPAIR SPOT 6" OD X 8"	12	
195	WTCLA140	CLAMP, REPAIR SPOT 6" STD X 8" STYLE "C"	12	
196	WTCLA145	CLAMP, REPAIR SPOT 8" ODS X 3" STYLE "SC"	12	
197	WTCLA150	CLAMP, REPAIR SPOT 8" ODS X 6" STYLE "SC"	12	
198	WTCLA155	CLAMP, REPAIR SPOT 3/4" STD STL X 4"	12	
199	WTCLA160	CLAMP, REPAIR 3/4" STD STL X 6"	12	
200	WTCLA165	CLAMP, REPAIR SPOT 1" STD STL X 4"	12	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
201	WTCLA170	CLAMP, REPAIR SPOT 1" STD STL X 6"	12	
202	WTCLA175	CLAMP, REPAIR SPOT 1 1/2" STD STL X 4"	12	
203	WTCLA180	CLAMP, REPAIR SPOT 1 1/2" STD STL X 6"	12	
204	WTCLA185	CLAMP, REPAIR SPOT 2" STD STL X 3"	12	
205	WTCLA190	CLAMP, REPAIR SPOT 2" STD STL X 6"	12	
206	WTCLA195	CLAMP, REPAIR SPOT 4" STD STL X 3"	12	
207	WTCLA200	CLAMP, REPAIR SPOT 4" STD STL X 6"	12	
208	WTCLA205	CLAMP, REPAIR SPOT 6" STD STL X 3"	12	
209	WTCLA210	CLAMP, REPAIR SPOT 6" STD STL X 6"	12	
210	WTCLA215	CLAMP, REPAIR SPOT 8" STD STL X 3"	12	
211	WTCLA220	CLAMP, REPAIR SPOT 8" STD STL X 6"	12	
212	WTCLA225	CLAMP, REPAIR SPOT 2 1/2" STD STL X 4"	12	
213	WTCLA230	CLAMP FULL CIRC RPR RNG 3.96-4.25 X 7 1/2" OD	12	
214	WTCLA235	CLAMP FULL CIRC RPR RNG 3.96-4.25 X 12 1/2" OD	12	
215	WTCOR001	VALVE CORPORATION STOP 3/4" IP X 1P	10	
216	WTCOR005	VALVE CORPORATION STOP 1" IP X 1P	10	
217	WTCOR010	VALVE CORPORATION STOP 1 1/2" IP X 1P	10	
218	WTCOR015	VALVE CORPORATION STOP 1 1/2" IP X PJ	10	
219	WTCOR020	VALVE CORPORATION STOP 2" IP X IP	10	$ 16.25
220	WTCOR025	VALVE CORPORATION STOP 2" IP X PJ	10	
221	WTCOR030	VALVE CORPORATION STOP 1" IP X PJ	10	
222	WTCOU001	COUPLING 3/4" PJ	20	
223	WTCOU005	COUP COMP 1/2" RNG .84 - .875 STD STL-ROMAC	25	$ 15.88
224	WTCOU010	COUP COMP 3/4" RNG 1.05 - 1.125 STD STL-ROMAC	100	$ 17.50
225	WTCOU015	COUP COMP 1" RNG 1.315 - 1.375 STD STL-ROMAC	100	$ 18.60
226	WTCOU020	COUP COMP 1 1/4" RNG 1.66 STD STL-ROMAC	50	$ 19.75
227	WTCOU025	COUP COMP 1 1/2" RNG 1.90 STD STL-ROMAC	50	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
228	WTCOU030	COUP COMP 2" RNG 2.375 STD STL-ROMAC	50	
229	WTCOU035	COUP COMP 3" RNG 3.48 - 3.65 STD STL-ROMAC	2	$ 45.25
230	WTCOU040	COUP COMP 3" RNG 3.00 OD-ROMAC	2	$ 47.50
231	WTCOU045	COUP COMP 4" RNG 4.50-4.70 STD STL-ROMAC	2	$ 54.25
232	WTCOU050	COUP COMP 4" RNG 3.80 - 4.05 OD-ROMAC	2	$ 54.25
233	WTCOU055	COUP COMP 4" RNG 4.74 - 5.10 AC-ROMAC	2	$ 54.25
234	WTCOU060	COUP COMP 5" RNG 5.00 OD-ROMAC	2	$ 54.25
235	WTCOU065	COUP COMP 6" RNG 6.00 OD-ROMAC	2	$ 74.00
236	WTCOU070	COUP COMP 6" RNG 6.63 STD STL-ROMAC	2	$ 74.00
237	WTCOU075	COUP COMP 6" RNG 6.86 - 7.20 C900 AC CI-ROMAC	2	$ 74.00
238	WTCOU076	COUP COMP 6" RNG 7.15 - 7.35 AC - ROMAC	2	$ 74.00
239	WTCOU080	COUP COMP 6" RNG 6.60 - 6.91 C900-ROMAC	2	$ 74.00
240	WTCOU085	COUP COMP 8" RNG 7.80 - 8.10 OD-ROMAC	2	$ 93.75
241	WTCOU090	COUP COMP 8" RNG 8.63 STD STL-ROMAC	2	$ 93.75
242	WTCOU095	COUP COMP 8" RNG 8.60 - 9.06 CI-ROMAC	2	$ 93.75
243	WTCOU100	COUP COMP 8" RNG 8.99 - 9.45 C900 AC CI-ROMAC	2	$ 93.75
244	WTCOU105	COUP COMP 8" RNG 9.31 - 9.50 AC-ROMAC	2	$ 93.75
245	WTCOU110	COUP COMP 10" RNG 10.00 OD-ROMAC	6	$ 129.00
246	WTCOU115	COUP COMP 10" RNG 10.89 - 11.40 C900-ROMAC	6	$ 129.00
247	WTCOU120	COUP COMP 10" RNG 11.80 - 12.12 AC-ROMAC	6	$ 129.00
248	WTCOU125	COUPLING COMP 12" OD-ROMAC	2	$ 155.00
249	WTCOU130	COUPLING COMP 12" AC-ROMAC	2	$ 155.00
250	WTCOU135	COUPLING COMP 12" C-900-ROMAC	2	$ 155.00
251	WTCOU140	COUPLING COMP 4" 4.74-5.10 ROMAC	2	
252	WTCOU145	COUP COMP 2 1/2 RNG 2.88 STD STL-ROMAC	10	$ 42.00
253	WTCOU150	AB CENTER RING 10" (BARREL ONLY) ROMAC	6	
255	WTCOU175	COUPLING 1" PJ X PJ	20	$ 26.00
256	WTCOU180	COUPLING 1 1/2" PJ X PJ	20	

EXHIBIT B PIPE & PIPE FITTING – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
257	WTCOU185	COUPLING 2" PJ X PJ	20	
258	WTCOU190	COUPLING, 1" PJ X PJ - 90 DEGREE ELBOW-ROMAC	20	**No Bid**
259	WTCOU195	COUPLING, 1 1/2" PJ X PJ - 90 DEGREE ELBOW-ROMAC	20	**No Bid**
260	WTCOU200	COUPLING, 2" PJ X PJ - 90 DEGREE ELBOW-ROMAC	20	**No Bid**
261	WTCOU205	COUPLING 10" FLANGED ADAPTER FXMJ	10	
262	WTCOU210	COUPLING 4" FLANGED ADAPTER FXMJ	10	
263	WTCOU215	COUPLING 6" FLANGED ADAPTER FXMJ	10	
264	WTCOU220	COUPLING 8" FLANGED ADAPTER FXMJ	10	
265	WTCOU225	COUPLING ANGLE METER 3/4" FMIP	10	
266	WTCOU230	COUPLING ANGLE METER 1" FMIP	10	
267	WTCOU235	COUPLING, 1/2" PVC SLIP X SLIP	50	$ 0.10
268	WTCOU240	COUPLING, 3/4" PVC SLIP X SLIP	100	$ 0.12
269	WTCOU245	COUPLING, 1" PVC SLIP X SLIP	100	$ 0.19
270	WTCOU250	COUPLING, 1 1/2" PVC SLIP X SLIP	50	$ 0.28
271	WTCOU255	COUPLING, 2" PVC SLIP X SLIP	50	$ 0.43
272	WTCOU260	COUPLING, 3/4" GALVANIZED	50	
273	WTCOU265	COUPLING, 1" GALVANIZED	100	$ 1.81
274	WTCOU270	COUPLING, 1 1/4" GALVANIZED	25	
275	WTCOU275	COUPLING, 1 1/2" GALVANIZED	25	
276	WTCOU280	COUPLING, 2" GALVANIZED	25	
277	WTCOU285	COUPLING, 3" GALVANIZED	12	
278	WTCOU290	COUPLING, 4" GALVANIZED	12	
279	WTCOU295	COUPLING LOKPAK METER X FLANGE 1 1.2"	2	
280	WTCOU300	COUPLING LOKPAK METER X FLANGE 2"	2	
281	WTCOU305	3" FORD ULTRA-FLEX WIDE RANGE COUPLING - FC2W	10	**No Bid**
282	WTCOU310	4" FORD ULTRA-FLEX WIDE RANGE COUPLING - FC2W	10	**No Bid**
283	WTCOU315	6" FORD ULTRA-FLEX WIDE RANGE COUPLING - FC2W	10	**No Bid**
284	WTCOU320	8" FORD ULTRA-FLEX WIDE RANGE COUPLING - FC2W	10	**No Bid**
285	WTCOU325	10" FORD ULTRA-FLEX WIDE RANGE COUPLING - FC2W	6	**No Bid**

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
286	WTCOU330	12" FORD ULTRA-FLEX WIDE RANGE COUPLING - FC2W	6	**No Bid**
287	WTCOU335	STRAIGHT METER COUPLING 1" FORD C38-44-1.5	20	
288	WTELB001	ELBOW EIGHT BEND 1 MIP X PJ	10	**No Bid**
289	WTELB005	ELBOW COUPLING 3/4" 90 DEG FMIP X PJ	10	**No Bid**
290	WTELB010	ELBOW COUPLING 3/4" 90 DEG MIP X PJ	10	**No Bid**
291	WTELB015	ELBOW COUPLING 1" 90 DEGREE FMIP X PJ	10	
292	WTELB020	ELBOW COUPLING 1" 90 DEGREE MIPT X PJ	10	**No Bid**
293	WTELB025	ELBOW COUOPLING 1 1/2" 90 DEGREE MIP X PJ	10	
294	WTELB030	ELBOW COUPLING 2" 90 DEGREE MIPT X PJ	10	
295	WTELB035	ELBOW, 10" DUCTILE IRON FXF 22 1/2 DEGREE	2	
296	WTELB040	ELBOW, 10" DUCTILE IRON FXF 45 DEGREE	2	
297	WTELB045	ELBOW, 10" DUCTILE IRON FXF 90 DEGREE	2	
298	WTELB050	ELBOW, 10" DUCTILE IRON FXMJ 22 1/2 DEGREE	2	$ 170.00
299	WTELB055	ELBOW, 10" DUCTILE IRON FXMJ 45 DEGREE	2	
300	WTELB060	ELBOW, 10" DUCTILE IRON FXMJ 90 DEGREE	2	$ 213.00
301	WTELB065	ELBOW, 10" DUCTILE IRON MJXMJ 22	2	$ 104.00
302	WTELB070	ELBOW, 10" DUCTILE IRON MJXMJ 45 DEGREE	2	$ 104.00
303	WTELB075	ELBOW, 10" DUCTILE IRON MJXMJ 90 DEGREE	2	
304	WTELB080	ELBOW, 12" DUCTILE IRON F X F 22 1/2 DEGREE	2	
305	WTELB085	ELBOW, 12" DUCTILE IRON F X F 45 DEGREE	2	
306	WTELB090	ELBOW, 12" DUCTILE IRON F X F 90 DEGREE	2	
307	WTELB095	ELBOW, 12" DUCTILE IRON FXMJ 22 1/2 DEGREE	2	
308	WTELB100	ELBOW, 12" DUCTILE IRON FXMJ 45 DEGREE	2	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
309	WTELB105	ELBOW, 12" DUCTILE IRON FXMJ 90 DEGREE	2	
310	WTELB110	ELBOW, 12" DUCTILE IRON MJXMJ 22 1/2 DEGREE	2	$ 136.00
311	WTELB115	ELBOW, 12" DUCTILE IRON MJXMJ 45 DEGREE	2	
312	WTELB120	ELBOW, 12" DUCTILE IRON MJXMJ 90	2	
313	WTELB125	ELBOW, 14" DUCTILE IRON FXF 90 DEGREE	1	$ 474.00
314	WTELB130	ELBOW, 14" DUCTILE IRON FXMJ 90 DEGREE	1	
315	WTELB135	ELBOW, 14" DUCTILE IRON MJXMJ 90 DEGREE	1	$ 315.00
316	WTELB140	ELBOW, 4" DUCTILE IRON FXF 22 1/2 DEGREE	10	$ 60.00
317	WTELB145	ELBOW, 4" DUCTILE IRON FXF 45 DEGREE	10	$ 60.00
318	WTELB150	ELBOW, 4" DUCTILE IRON F X F 90 DEGREE	12	
319	WTELB155	ELBOW, 4" DUCTILE IRON F X MJ 22 1/2 DEGREE	12	$ 58.00
320	WTELB160	ELBOW, 4" DUCTILE IRON F X MJ 45 DEGREE	12	
321	WTELB165	ELBOW, 4" DUCTILE IRON F X MJ 90 DEGREE	12	
322	WTELB170	ELBOW, 4" DUCTILE IRON MJXMJ 22 1/2 DEGREE	12	$ 28.00
323	WTELB175	ELBOW, 4" DUCTILE IRON MJXMJ 45 DEGREE	12	$ 30.00
324	WTELB180	ELBOW, 4" DUCTILE IRON MJXMJ 90 DEGREE	12	$ 36.00
325	WTELB185	ELBOW, 4" DUCTILE IRON FXF 22 1/2 DEGREE	12	$ 60.00
326	WTELB190	ELBOW, 6" DUCTILE IRON FXF 45 DEGREE	12	
327	WTELB195	ELBOW, 6" DUCTILE IRON FXF 90 DEGREE	12	
328	WTELB200	ELBOW, 6" DUCTILE IRON FXMJ 45 DEGREE	12	$ 67.00
329	WTELB205	ELBOW, 6" DUCTILE IRON FXMJ 90 DEGREE	12	
330	WTELB210	ELBOW, 6" DUCTILE IRON MJXMJ 22 1/2 DEGREE	12	
331	WTELB215	ELBOW, 6" DUCTILE IRON MJXMJ 45 DEGREE	12	$ 48.00

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
332	WTELB220	ELBOW, 6" DUCTILE IRON MJXMJ 90 DEGREE	12	$ 60.00
333	WTELB225	ELBOW, 8" DUCTILE IRON FXF 22 1/2 DEGREE	12	
334	WTELB230	ELBOW, 8" DUCTILE IRON FXF 45 DEGREE	12	
335	WTELB235	ELBOW, 8" DUCTILE IRON FXF 90 DEGREE	12	
336	WTELB240	ELBOW, 8" DUCTILE IRON FXMJ 22 1/2 DEGREE	12	
337	WTELB245	ELBOW, 8" DUCTILE IRON FXMJ 45 DEGREE	12	
338	WTELB250	ELBOW, 8" DUCTILE IRON FXMJ 90 DEGREE	12	
339	WTELB255	ELBOW, 8" DUCTILE IRON MJXMJ 22 1/2 DEGREE	12	$ 69.00
340	WTELB260	ELBOW, 8" DUCTILE IRON MJXMJ 45 DEGREE	12	
341	WTELB265	ELBOW, 8" DUCTILE IRON MJXMJ 90 DEGREE	12	
342	WTELB270	ELBOW, 3/4" 90 DEGREE BRASS	10	
343	WTELB275	ELBOW, 1" 90 DEGREE BRASS	10	
344	WTELB280	ELBOW, 1 1/2" 90 DEGREE BRASS	10	
345	WTELB285	ELBOW, 2" 90 DEGREE BRASS	10	
346	WTELB290	ELBOW, 3/4" 45 DEGREE GALVANIZED	25	
347	WTELB295	ELBOW, 3/4" 90 DEGREE GALVANIZED	25	
348	WTELB300	ELBOW, 1 1/4" 45 DEGREE GALVANIZED	25	
349	WTELB305	ELBOW, 1 1/4" 90 DEGREE GALVANIZED	25	
350	WTELB310	ELBOW, 1" 45 DEGREE GALVANIZED	20	
351	WTELB315	ELBOW, 1" 90 DEGREE GALVANIZED	20	
352	WTELB320	ELBOW, 1 1/2" 45 DEGREE GALVANIZED	20	
353	WTELB325	ELBOW, 1 1/2" 90 DEGREE GALVANIZED	30	
354	WTELB330	ELBOW, 2" 45 DEGREE GALVANIZED	20	
355	WTELB335	ELBOW, 2" 90 DEGREE GALVANIZED	30	
356	WTELB340	ELBOW, 3" 45 DEGREE GALVANIZED	6	
357	WTELB345	ELBOW, 3" 90 DEGREE GALVANIZED	6	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	City Part #	Description	Qty.	Unit Price
358	WTELB350	ELBOW, 4" 45 DEGREE GALVANIZED	5	
359	WTELB355	ELBOW, 4" 90 DEGREE GALVANIZED	10	
360	WTELB360	ELBOW, 3/4" 90 DEGREE BRASS STREET	10	
361	WTELB365	ELBOW, 1" 90 DEGREE BRASS STREET	10	
362	WTELB370	ELBOW, 1 1/2" 90 DEGREE BRASS STREET	10	
363	WTELB375	ELBOW, 2" 90 DEGREE BRASS STREET	10	
364	WTELB380	ELBOW, 3/4" 90 DEGREE GALVANIZED STREET	20	
365	WTELB385	ELBOW, 1 1/4" 90 DEGREE GALVANIZED STREET	20	
366	WTELB390	ELBOW, 1" 90 DEGREE GALVANIZED STREET	60	
367	WTELB395	ELBOW, 1 1/2" 90 DEGREE GALVANIZED STREET	20	
368	WTELB400	ELBOW, 2" 90 DEGREE GALVANIZED STREET	20	
369	WTELB405	ELBOW, 3" 90 DEGREE GALVANIZED SHEET	4	
370	WTELB410	ELBOW, 1/2" 90 DEGREE PVC	25	$ 0.13
371	WTELB415	ELBOW, 3/4" 90 DEGREE PVC	100	$ 0.14
372	WTELB420	ELBOW, 1" 90 DEGREE PVC	200	$ 0.24
373	WTELB425	ELBOW, 1 1/2" 90 DEGREE PVC	50	$ 0.46
374	WTELB430	ELBOW, 2" 90 DEGREE PVC	50	$ 0.72
375	WTELB435	ELBOW, 1/2" 45 DEGREE PVC	25	$ 0.21
376	WTELB440	ELBOW, 3/4" 45 DEGREE PVC	50	$ 0.31
377	WTELB445	ELBOW, 1" 45 DEGREE PVC	100	$ 0.37
378	WTELB450	ELBOW, 1 1/2" 45 DEGREE PVC	25	$ 0.65
379	WTELB455	ELBOW, 2" 45 DEGREE PVC	25	$ 0.85
380	WTELB460	ELBOW COUPLING 1" 90 DEGREE PJ X PJ	20	
381	WTELB465	ELBOW COUPLING 1 1/2" 90 DEGREE FMIPT X PJ	20	
382	WTELB470	ELBOW COUPLING 1 1/2" 90 DEGREE PJ X PJ	20	
383	WTELB475	ELBOW COUPLING 2" 90 DEGREE FMIPT X PJ	20	$ 74.75
384	WTELB480	ELBOW COUPLING 2" 90 DEGREE PJ X PJ	20	
385	WTFDC001	FDC BRASS 4" CHECK VALVE	5	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
386	WTFDC005	FDC 4" FIRE HOSE CONNECTION - STRAIGHT	5	
387	WTFDC010	FDC 4" FIRE HOSE CONNECTION - ANGLE	5	
388	WTFLG001	FLANGE, FILLER 4" X 1/2"	5	
389	WTFLG005	FLANGE, FILLER 4" X 3/4"	5	
390	WTFLG010	FLANGE, FILLER 4" X 1"	5	
391	WTFLG015	FLANGE, FILLER 4" X 1 1/4"	5	**No Bid**
392	WTFLG020	FLANGE, FILLER 4" X 1 1/2"	5	**No Bid**
393	WTFLG025	FLANGE, FILLER 4" X 2"	5	
394	WTFLG030	FLANGE, FILLER 6" X 1/2"	5	
395	WTFLG035	FLANGE, FILLER 6" X 3/4"	5	
396	WTFLG040	FLANGE, FILLER 6" X 1"	5	
397	WTFLG041	FLANGE, FILLER 6" X 1 1/4"	5	**No Bid**
398	WTFLG045	FLANGE, FILLER 6" X 1 1/2"	5	**No Bid**
399	WTFLG050	FLANGE, FILLER 6" X 2"	5	
400	WTFLG055	FLANGE 10" BLIND FLANGE	4	$ 119.00
401	WTFLG060	FLANGE 3" BLIND FLANGE	4	$ 17.00
402	WTFLG065	FLANGE 4" BLIND FLANGE	4	
403	WTFLG070	FLANGE 6" BLIND FLANGE	4	$ 47.00
404	WTFLG075	FLANGE 8" BLIND FLANGE	4	$ 79.00
405	WTFLG090	FLANGE, COMPANION 3" 4 BOLT DI OR CI	10	$ 13.00
406	WTFLG095	FLANGE, COMPANION 4" 8 BOLT DI OR CI	10	
407	WTFLG100	FLANGE, COMPANION 6" 8 BOLT DI	10	$ 29.20
408	WTFLG105	FLANGE, COMPANION 8" 8 BOLT DI OR CI	10	
409	WTFLG110	FLANGE, METER 1 1/2" C.I. OR BRASS	60	
410	WTFLG115	FLANGE, 2" C.I. OR BRASS	60	
411	WTFLG150	FLANGE, 12" BLIND FLANGE	2	$ 160.00
412	WTFLG155	FLANGE, REDUCING 2" X 9"	2	
413	WTFLG160	FLANGE, REDUCING 3" X 9"	2	$ 26.00
414	WTFLG165	FLANGE, REDUCING 4" X 9"	2	
415	WTFLG170	FLANGE, REDUCING 3" X 11"	2	
416	WTFLG175	FLANGE, REDUCING 4" X 11"	2	$ 43.00
417	WTFLG180	FLANGE, REDUCING 3" X 13 1/2"	2	$ 87.00
418	WTFLG185	FLANGE, REDUCING 4" X 13 1/2	2	
419	WTGAS001	GASKETS, 10" FLANGE	50	
420	WTGAS005	GASKETS, 12" FLANGE	50	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
421	WTGAS010	GASKETS, 14" FLANGE	10	
422	WTGAS015	GASKETS, 16" FLANGE	10	
423	WTGAS020	GASKETS, 3" FLANGE	50	
424	WTGAS025	GASKETS, 4" FLANGE	100	
425	WTGAS030	GASKETS, 6" FLANGE	100	
426	WTGAS035	GASKETS, 8' FLANGE	100	
427	WTGAS040	GASKETS, 6" FIRE HYDRANT FLANGE GASKET	100	
428	WTGAS045	GASKETS, 3/4" METER	100	$ 0.15
429	WTGAS050	GASKETS, 1" METER	200	$ 0.20
430	WTGAS055	GASKETS, 1 1/2" METER	50	
431	WTGAS060	GASKETS, 2" METER	100	
432	WTGAS110	GASKETS, 4" CL PUMP GASKETS, DELTA RUBBER	40	**No Bid**
433	WTHYD001	FIRE HYDRANT W/ 1 - 2 1/2" & 1 - 4 1/2" OUTLET	30	
434	WTHYD005	FIRE HYDRANT BURY, 30" X MJ W/MJ ACC	12	
435	WTHYD010	FIRE HYDRANT BURY, 36" X MJ W/MJ ACC	12	
436	WTHYD015	FIRE HYDRANT BURY, 40" X MJ W/MJ ACC	8	**No Bid**
437	WTHYD020	FIRE HYDRANT BURY, 42" X MJ W/MJ ACC	8	
438	WTHYD055	FIRE HYDRANT RISER SPOOL, BREAK AWAY 10" 6 BOLT	10	
439	WTHYD060	FIRE HYDRANT RISER SPOOL, BREAK AWAY 12" 6 BOLT	10	
440	WTHYD065	FIRE HYDRANT RISER SPOOL, BREAK AWAY 4" 6 BOLT	40	
441	WTHYD070	FIRE HYDRANT RISER SPOOL, BREAK AWAY 6" 6 BOLT	40	
442	WTHYD075	FIRE HYDRANT RISER SPOOL, BREAK AWAY 8" 6 BOLT	20	
443	WTHYD080	FIRE HYDRANT RISER SPOOL, 10" SOLID 6 BOLT	20	
444	WTHYD085	FIRE HYDRANT RISER SPOOL, 12" SOLID 6 BOLT	20	
445	WTHYD090	FIRE HYDRANT RISER SPOOL, 4" SOLID 6 BOLT	10	
446	WTHYD095	FIRE HYDRANT RISER SPOOL, 6" SOLID 6 BOLT	40	
447	WTHYD100	FIRE HYDRANT RISER SPOOL, 8" SOLID 6 BOLT	40	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
448	WTHYD105	FIRE HYDRANT BREAKAWAY BOLTS/NUTS SET	100	
449	WTHYD110	FIRE HYDRANT SOLID BOLTS/NUTS SET	100	
450	WTINS001	INSERT, 3/4" IPS STAIN STEEL POLYETHYLENE (51)	60	
451	WTINS005	INSERT, 1" IPS STAIN STEEL POLYETHYLENE (52)	60	
452	WTINS010	INSERT, 1 1/2" CTS STAIN STEEL POLYETHYLENE (73)	60	
453	WTINS015	INSERT, 2" CTS STAIN STEEL POLYETHYLENE (74)	60	
454	WTADF001	3" ADAPTER FLANGE FOR 3.80 OD 131090, PART# 899	2	$ 27.00
455	WTADF005	4" ADAPTER FLANGE FOR 4.80 OD 1	2	$ 37.00
456	WTADF010	6" ADAPTER FLANGE FOR 6.90 OD 131113, PART# 939	2	$ 40.00
457	WTADF015	8" ADAPTER FLANGE FOR 9.05 OD 131120, PART# 968	2	$ 56.00
458	WTADF020	10" ADAPTER FLANGE FOR 11.10 OD 131137, PART# 994	2	$ 101.00
459	WTADF025	12" ADAPTER FLANGE FOR 13.20 OD 131144, PART# 1013	2	$ 118.00
460	WTMEC001	MECHANICAL JOINT KIT 4" FOR IPS, TRANSITION KIT	2	$ 15.00
461	WTMEC005	MECHANICAL JOINT KIT 6" FOR IPS, TRANSITION KIT	2	$ 17.00
462	WTMEC010	MECHANICAL JOINT KIT 4" FOR C900	24	
463	WTMEC015	MECHANICAL JOINT KIT 6" FOR C900	24	$ 15.00
464	WTMEC020	MECHANICAL JOINT KIT 8" FOR C900	24	$ 17.00
465	WTMEC030	MECHANICAL JOINT KIT 10" FOR C900	24	$ 24.00
466	WTMEC035	MECHANICAL JOINT KIT 12" FOR C900	24	$ 25.00
467	WTMEC040	MECHANICAL JOINT GRIP RING KIT 4" FOR C900	16	$ 35.00
468	WTMEC045	MECHANICAL JOINT GRIP RING KIT 6" FOR C900	16	$ 39.25
469	WTMEC050	MECHANICAL JOINT GRIP RING KIT 8" FOR C900	16	$ 56.00
470	WTMEC055	MECHANICAL JOINT GRIP RING KIT 10" FOR C900	10	$ 80.00
471	WTMEC060	MECHANICAL JOINT GRIP RING KIT 12" FOR C900	10	$ 109.00
472	WTMEC065	MECHANICAL JOINT GASKET 4" FOR C900	10	
473	WTMEC070	MECHANICAL JOINT GASKET 6" FOR C900	10	
474	WTMEC075	MECHANICAL JOINT GASKET 8" FOR C900	40	
475	WTMEC080	MECHANICAL JOINT GASKET 10" FOR C900	10	$ 4.60
476	WTMEC085	MECHANICAL JOINT GASKET 12" FOR C900	10	$ 6.25

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	City Part #	Description	Qty.	Unit Price
477	WTNIP001	NIPPLE, 3/4" X CLOSE BRASS	10	
478	WTNIP005	NIPPLE, 1" X CLOSE BRASS	10	
479	WTNIP010	NIPPLE, 1 1/2" X CLOSE BRASS	10	
480	WTNIP015	NIPPLE, 2" X CLOSE BRASS	10	
481	WTNIP030	NIPPLE, 3/4" X 2" GALVANIZED	24	
482	WTNIP035	NIPPLE, 3/4" X 3" GALVANIZED	24	
483	WTNIP040	NIPPLE, 3/4" X 4" GALVANIZED	24	
484	WTNIP045	NIPPLE, 3/4" X 5" GALVANIZED	24	
485	WTNIP050	NIPPLE, 3/4" X 6" GALVANIZED	24	
486	WTNIP055	NIPPLE, 3/4" X CLOSE GALVANIZED	24	
487	WTNIP060	NIPPLE, 1 1/4" X 2" GALVANIZED	20	
488	WTNIP065	NIPPLE, 1 1/4" X 3" GALVANIZED	20	
489	WTNIP070	NIPPLE, 1 1/4" X 4" GALVANIZED	20	
490	WTNIP075	NIPPLE, 1 1/4" X 5" GALVANIZED	20	
491	WTNIP080	NIPPLE, 1 1/4" X 6" GALVANIZED	20	
492	WTNIP085	NIPPLE, 1 1/4" X CLOSE GALVANIZED	20	
493	WTNIP090	NIPPLE, 1 1/2" X 2" GALVANIZED	24	
494	WTNIP095	NIPPLE, 1 1/2" X 3" GALVANIZED	24	
495	WTNIP100	NIPPLE, 1 1/2" X 4" GALVANIZED	24	
496	WTNIP105	NIPPLE, 1 1/2" X 5" GALVANIZED	24	
497	WTNIP110	NIPPLE, 1 1/2" X 6" GALVANIZED	24	
498	WTNIP115	NIPPLE, 1 1/2" X CLOSE GALVANIZED	24	
499	WTNIP120	NIPPLE, 1" X 2" GALVANIZED	24	
500	WTNIP125	NIPPLE, 1" X 3" GALVANIZED	24	
501	WTNIP130	NIPPLE, 1" X 4" GALVANIZED	24	
502	WTNIP135	NIPPLE, 1" X 5" GALVANIZED	24	
503	WTNIP140	NIPPLE, 1" X 6" GALVANIZED	24	
504	WTNIP145	NIPPLE, 1" X CLOSE GALVANIZED	24	
505	WTNIP150	NIPPLE, 2" X 3" GALVANIZED	24	
506	WTNIP155	NIPPLE, 2" X 4" GALVANIZED	24	
507	WTNIP160	NIPPLE, 2" X 5" GALVANIZED	24	
508	WTNIP165	NIPPLE, 2" X 6" GALVANIZED	24	
509	WTNIP170	NIPPLE, 2" X CLOSE GALVANIZED	24	
510	WTNIP175	NIPPLE, 3" X 2" GALVANIZED	10	
511	WTNIP180	NIPPLE, 3" X 3" GALVANIZED	10	
512	WTNIP185	NIPPLE, 3" X 4" GALVANIZED	10	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	City Part #	Description	Qty.	Unit Price
513	WTNIP190	NIPPLE, 3" X 5" GALVANIZED	10	
514	WTNIP200	NIPPLE, 3" X 6" GALVANIZED	10	
515	WTNIP205	NIPPLE, 3" X CLOSE GALVANIZED	10	
516	WTNIP210	NIPPLE, 4" X 4" GALVANIZED	10	
517	WTNIP215	NIPPLE, 4" X 5" GALVANIZED	10	
518	WTNIP220	NIPPLE, 4" X 6" GALVANIZED	10	
519	WTNIP225	NIPPLE, 4" X CLOSE GALVANIZED	10	
520	WTPIP005	PIPE STANDARD GALVANIZED STEEL 3/4"	100	
521	WTPIP010	PIPE STANDARD GALVANIZED STEEL 1"	200	
522	WTPIP015	PIPE STANDARD GALVANIZED STEEL 1 1/2"	200	
523	WTPIP020	PIPE STANDARD GALVANIZED STEEL 2"	200	
524	WTPIP025	PIPE STANDARD GALVANIZED STEEL 3"	100	
525	WTPIP030	PIPE STANDARD GALVANIZED STEEL 4"	100	
526	WTPIP040	PIPE PVC CL150/C900-10"	100	$ 12.78
527	WTPIP045	PIPE PVC CL150/C900-12"	100	$ 17.99
528	WTPIP060	PIPE PVC CL150/C900-4"	200	$ 2.46
529	WTPIP065	PIPE PVC CL150/C900-6"	400	$ 4.91
530	WTPIP070	PIPE PVC CL150/C900-8"	200	$ 8.48
531	WTPIP071	PIPE LUB 1 QT. / 2 LB.	10	
532	WTPIP075	PIPE PVC SCHEDULE 40 1/2"	100	
533	WTPIP080	PIPE PVC SCHEDULE 40 3/4"	100	
534	WTPIP085	PIPE PVC SCHEDULE 40 1"	200	
535	WTPIP090	PIPE PVC SCHEDULE 40 1 1/2"	100	
536	WTPIP095	PIPE PVC SCHEDULE 40 2"	200	
537	WTPIP100	PIPE POLYETHYLENE TUBING 3/4" IPS	200	
538	WTPIP105	PIPE POLYETHYLENE TUBING 1" IPS	600	
539	WTPIP110	PIPE POLYETHYLENE TUBING 1 1/2" CTS	600	
540	WTPIP115	PIPE POLYETHYLENE TUBING 2" CTS	600	
541	WTPLG001	PLUG, 1/2" GALVANIZED	50	
542	WTPLG005	PLUG, 3/4" GALVANIZED	50	
543	WTPLG010	PLUG, 1" GALVANIZED	20	
544	WTPLG015	PLUG, 1 1/4" GALVANIZED	25	
545	WTPLG020	PLUG, 1 1/2" GALVANIZED	25	
546	WTPLG025	PLUG, 2" GALVANIZED	8	
547	WTPLG030	PLUG, 3" GALVANIZED	10	
548	WTPLG035	PLUG, 4" GALVANIZED	2	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	City Part #	Description	Qty.	Unit Price
549	WTPLG040	PLUG, 1 1/4" PVC MALE THREAD	60	
550	WTRED001	REDUCER DUCTILE IRON 10" X 6" F X F	2	
551	WTRED005	REDUCER DUCTILE IRON 10" X 8" F X F	2	
552	WTRED010	REDUCER DUCTILE IRON 10" X 8" F X MJ	2	
553	WTRED015	REDUCER DUCTILE IRON 10" X 8" MJ X MJ	2	$ 72.00
554	WTRED020	REDUCER DUCTILE IRON 12" X 10" F X F	2	
555	WTRED025	REDUCER DUCTILE IRON 12" X 10" F X MJ	2	$ 430.00
556	WTRED030	REDUCER DUCTILE IRON 12" X 10" MJ X MJ	2	
557	WTRED035	REDUCER DUCTILE IRON 12" X 6" F X F	2	
558	WTRED040	REDUCER DUCTILE IRON 12" X 8" F X F	2	
559	WTRED045	REDUCER DUCTILE IRON 4" X 3" F X F	2	$ 46.00
560	WTRED050	REDUCER DUCTILE IRON 4" X 3" F X MJ	2	
561	WTRED055	REDUCER DUCTILE IRON 4" X 3" MJ X MJ	2	$ 30.00
562	WTRED060	REDUCER DUCTILE IRON 6" X 4" F X F	2	
563	WTRED065	REDUCER DUCTILE IRON 6" X 4" F X MJ	2	
564	WTRED070	REDUCER DUCTILE IRON 6" X 4" MJ X MJ	2	
565	WTRED075	REDUCER DUCTILE IRON 8" X 6" F X F	2	
566	WTRED080	REDUCER DUCTILE IRON 8" X 6" F X MJ	2	
567	WTRED085	REDUCER DUCTILE IRON 8" X 6" MJ X MJ	2	$ 50.00
568	WTRED090	REDUCER, 3/4" X 1/2" GALVANIZED	25	
569	WTRED095	REDUCER, 1" X 3/4" GALVANIZED	50	
570	WTRED100	REDUCER, 1 1/4" X 1" GALVANIZED	50	
571	WTRED105	REDUCER, 1 1/2" X 1" GALVANIZED	50	
572	WTRED110	REDUCER, 2" X 1 1/2" GALVANIZED	24	
573	WTRED115	REDUCER, 3" X 2" GALVANIZED	24	
574	WTRED120	REDUCER, 4" X 3" GALVANIZED	12	
575	WTRED125	REDUCER, 1/2" X 3/4" PVC SLIP	25	$ 0.20
576	WTRED130	REDUCER, 3/4" X 1" PVC SLIP	100	$ 0.34
577	WTRED135	REDUCER, 1" X 1 1/2" PVC SLIP	50	
578	WTRED140	REDUCER, 1 1/2" X 2" PVC SLIP	50	
579	WTSPO001	SPOOL DUCTILE IRON 10" X 1' F X F	4	
580	WTSPO005	SPOOL DUCTILE IRON 10" X 2' F X F	4	
581	WTSPO010	SPOOL DUCTILE IRON 10" X 3' F X F	4	
582	WTSPO015	SPOOL DUCTILE IRON 10" X 4' F X F	4	
583	WTSPO020	SPOOL DUCTILE IRON 10" X 5' F X F	4	

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	City Part #	Description	Qty.	Unit Price
584	WTSPO025	SPOOL DUCTILE IRON 6" X 1' F X F	10	
585	WTSPO030	SPOOL DUCTILE IRON 6" X 2' F X F	10	
586	WTSPO035	SPOOL DUCTILE IRON 6" X 3' F X F	10	
587	WTSPO040	SPOOL DUCTILE IRON 6" X 4' F X F	10	
588	WTSPO045	SPOOL DUCTILE IRON 6" X 5' F X F	10	
589	WTSPO050	SPOOL DUCTILE IRON 8" X 1' F X F	8	
590	WTSPO055	SPOOL DUCTILE IRON 8" X 2' F X F	8	
591	WTSPO060	SPOOL DUCTILE IRON 8" X 3' F X F	8	
592	WTSPO065	SPOOL DUCTILE IRON 8" X 4' F X F	8	
593	WTSPO070	SPOOL DUCTILE IRON 8" X 5' F X F	8	
594	WTSPO075	SPOOL DUCTILE IRON 4" X 1' F X F	10	
595	WTSPO080	SPOOL DUCTILE IRON 4" X 2' F X F	10	
596	WTSPO085	SPOOL DUCTILE IRON 4" X 3' F X F	10	
597	WTSPO090	SPOOL DUCTILE IRON 4" X 4' F X F	10	
598	WTSPO095	SPOOL DUCTILE IRON 4" X 5' F X F	10	
599	WTSPO100	SPOOL DUCTILE IRON 3" X 2' F X F	1	
600	WTTEE055	TEE DUCTILE IRON 4" X 4" F X F	2	
601	WTTEE060	TEE DUCTILE IRON 4" X 4" MJ X F	2	$ 63.00
602	WTTEE065	TEE DUCTILE IRON 6" X 4" F X F	2	
603	WTTEE070	TEE DUCTILE IRON 6" X 4" MJ X F	2	$ 100.00
604	WTTEE075	TEE DUCTILE IRON 6" X 6" F X F	2	
605	WTTEE080	TEE DUCTILE IRON 6" X 6" MJ X F	2	$ 100.00
606	WTTEE085	TEE DUCTILE IRON 8" X 6" F X F	2	
607	WTTEE090	TEE DUCTILE IRON 8" X 6" MJ X F	2	$ 121.00
608	WTTEE095	TEE DUCTILE IRON 8" X 8" F X F	2	
609	WTTEE100	TEE DUCTILE IRON 8" X 8" MJ X F	2	
610	WTTEE105	TEE DUCTILE IRON 10" X 12" F X F	2	$ 570.00
611	WTTEE125	TEE, 3/4" X 3/4" GALVANIZED	2	
612	WTTEE130	TEE, 1" X 1" GALVANIZED	10	
613	WTTEE135	TEE, 1 1/4" X 1 1/4" GALVANIZED	2	
614	WTTEE140	TEE, 1 1/2" X 1 1/2" GALVANIZED	10	
615	WTTEE145	TEE, 2" X 2" GALVANIZED	10	
616	WTTEE150	TEE, 3" X 3" GALVANIZED	2	
617	WTTEE155	TEE, 4" X 4" GALVANIZED	2	
618	WTTEE160	TEE, 1/2" PVC SLIP	10	$ 0.15
619	WTTEE165	TEE, 3/4" PVC SLIP	10	$ 0.17

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	City Part #	Description	Qty.	Unit Price
620	WTTEE170	TEE, 1" PVC SLIP	10	$ 0.32
621	WTTEE175	TEE, 1 1/2" PVC SLIP	10	$ 0.61
622	WTTEE180	TEE, 2" PVC SLIP	10	
623	WTUNI001	UNION, 3/4" GALVANIZED	20	
624	WTUNI005	UNION, 1" GALVANIZED	20	
625	WTUNI010	UNION, 1 1/4 GALVANIZED	6	
626	WTUNI015	UNION, 1 1/2" GALVANIZED	20	
627	WTUNI020	UNION, 2" GALVANIZED	20	
628	WTUNI025	UNION, 3" GALVANIZED	2	
629	WTVLV001	VALVE ANGLE METER BALL 3/4" FMIP	12	
630	WTVLV005	VALVE ANGLE METER BALL 3/4" PJ	12	
631	WTVLV010	VALVE ANGLE METER BALL 1" FMIP	12	
632	WTVLV015	VALVE ANGLE METER BALL 1" PJ	12	
633	WTVLV020	VALVE ANGLE METER BALL 1 1/2" FMIP X FLG	12	
634	WTVLV021	VALVE ANGLE METER BALL 1 1/2" PJ X FLG	4	
635	WTVLV025	VALVE ANGLE METER BALL 2" FMIP X FLG	12	
636	WTVLV026	VALVE ANGLE METER BALL 2" PJ X FLG	4	
637	WTVLV030	VALVE, 3/4" BALL W/HANDLE FMIP X FMIP	12	
638	WTVLV035	VALVE, 1" BALL W/HANDLE FMIP X FMIP	12	
639	WTVLV040	VALVE 1 1/2" BALL W/HANDLE FMIP X FMIP	12	
640	WTVLV045	VALVE, 2" BALL W/HANDLE FMIP X FMIP	12	
641	WTVLV060	VALVE, BALL 1 1/2" FMIP X FMIP	12	
642	WTVLV065	VALVE, 10" RS GATE FL X FL	2	$ 1,071.00
643	WTVLV070	VALVE, 12" RS GATE FL X FL	2	$ 1,287.00
644	WTVLV075	VALVE, 3" RS GATE FL X FL	2	$ 287.00
645	WTVLV080	VALVE, 4" RS GATE FL X FL	2	$ 321.00
646	WTVLV085	VALVE, 6" RS GATE FL X FL	4	$ 429.00
647	WTVLV090	VALVE, 8" RS GATE FL X FL	4	$ 670.00
648	WTVLV095	VALVE, 10" RS GATE FLG X MJ	4	$ 1,026.00
649	WTVLV100	VALVE, 12" RS GATE FLG X MJ	2	$ 1,239.00
650	WTVLV105	VALVE, 4" RS GATE FLG X MJ	10	$ 309.00
651	WTVLV110	VALVE, 6" RS GATE FLG X MJ	10	$ 413.00
652	WTVLV115	VALVE, 8" RS GATE FLG X MJ	10	$ 646.00
653	WTVLV120	VALVE, 10" RS GATE MJ X MJ	4	$ 1,026.00
654	WTVLV125	VALVE, 12" RS GATE MJ X MJ	2	$ 1,299.00
655	WTVLV130	VALVE, 4" RS GATE MJ X MJ	5	$ 324.00

EXHIBIT B PIPE & PIPE FITTINGS – PARTS LIST				
Item #	**City Part #**	**Description**	**Qty.**	**Unit Price**
656	WTVLV135	VALVE, 6" RS GATE MJ X MJ	5	$ 413.00
657	WTVLV140	VALVE, 8" RS GATE MJ X MJ	5	$ 658.00
658	WTVLV145	VALVE, 6" RS GATE RT X RT	2	$ 437.00
659	WTVLV150	VALVE, 8" RS GATE RT X RT	2	$ 665.00
660	WTVLV155	VALVE, 3/4" STRAIGHT COMP MTR GLOBE	25	**No Bid**
661	WTVLV160	VALVE, 1" STRAIGHT COMP MTR GLOBE	25	**No Bid**
662	WTVLV165	VALVE, 3/4" GATE - RED & WHITE	5	
663	WTVLV170	VALVE, 1" GATE - RED & WHITE	5	
664	WTVLV175	VALVE, 1 1/2" GATE - RED & WHITE	20	
665	WTVLV180	VALVE, 2" GATE - RED & WHITE	20	
666	WTVLV181	VALVE, 2 1/2" GATE - RED & WHITE	5	
667	WTVLV182	VALVE, 3" GATE - RED & WHITE	5	
668	WTVLV185	VALVE, 4" GATE - RED & WHITE - STYLE #206	5	
669	WTVLV190	VALVE, 4" GATE - RED & WHITE - STYLE #267	5	
670	WTVLV195	VALVE, BALL 2" FMIP X FMIP	10	
671	WTVLV200	VALVE, 1 1/2" HAND FMIP X METER FLANGE	2	
672	WTVLV205	VALVE, 1" ANGLE METER BALL VALVE, PJ X 45	25	$ 92.00

5V

Council Synopsis

June 24, 2014

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 donations received from April through June Fiscal Year 2013-14 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 $267.69

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 DONATIONS RECEIVED FROM APRIL THROUGH JUNE FISCAL YEAR 2013-14, TO BE DEPOSITED FOR A VARIETY OF PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT PROGRAMS, SCHOLARSHIPS, AND ACTIVITIES	}	**RESOLUTION NO. 2014-**

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 the donations received from April through June Fiscal Year 2013-14 to be used for a variety of programs and activities.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of June, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Exhibit A

RECREATION PROGRAM DONATIONS & IN KIND CONTRIBUTIONS

Date	Donor	Address	City	State	Zip Co	Account Number		Amount
3/11/2014	Donation box in Lobby	144 S Broadway	Turlock	CA	95380	270-61-635-399.37200_000	$	31.30
5/6/2014	Save Mart	P O Box 4664	Modesto	CA	95352	270-61-635-399.37200_000	$	186.39
5/22/2014	TJ McDonald	2701 Lester Rd	Denair	CA	95316	110-61-624-051.35720	$	50.00

	Donation Total	$	267.69
In Kind			
	In Kind Total	$	-
	Grand Total	**$**	**267.69**

Taken to City Council June 24, 2014 for acceptance.

5W

Council Synopsis

June 24, 2014

From: Robert A Jackson, Chief of Police

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement between the City of Turlock Police Department and Jocelyn E. Roland, PH.D., to provide counseling/psychotherapy services to all sworn officers, dispatchers, and community service officers of the Turlock Police Department at no cost to the covered employee, for the period of July 1, 2014, through June 30, 2015, in an amount not to exceed $12,000

2. DISCUSSION OF ISSUE:

Staff recognizes the need to provide law enforcement personnel with a qualified counseling and or psychotherapy service. The services should be available to all sworn officers, dispatchers, and community service officers of the Turlock Police Department at no cost to the covered employee. These services are developed to maintain a healthy and safe environment for our employees.

Routine exposure to high-stress, critical incidents can take a toll on our personnel if the stress is not effectively managed. The goal of this agreement is to have services in place to assist our personnel when necessary. Dr. Roland is a qualified professional with a background specializing in the management of stress related matters encountered by law enforcement personnel.

Dr. Roland will provide a maximum of six (6) sessions for the covered employees. Should the maximum sessions be reached, the Chief of Police would determine the approval of additional hours at the hourly rate. Free counseling will be provided to dependents to a maximum of three (3) sessions following which they may be referred to another suitable provider. Services authorized beyond the scope of the agreed upon maximum sessions will be billed on a per hour rate.

3. BASIS FOR RECOMMENDATION:

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

Strategic Plan Initiative: C) PUBLIC SAFETY:

Goal(s): 1 (b)(i)(a) Plan for organizations effectiveness

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
$12,000
Budgeted in: 110/20-200.43155 (Physicals, Shots & Psychological)

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A). Deny contract for the service agreement. All full time employees have access to counseling services through EAP. However, this program does not address the need for twenty-four (24) hour availability and on site debriefings.

B). Council could direct staff to elect the option to be billed at the hourly rate of $350 for the actual services rendered. Based on historical use, staff anticipated a per hour agreement to exceed the $12,000 amount and, therefore, does not recommend this option.

JOCELYN E. ROLAND, PH.D., ABPP
PSYCHOLOGIST
LICENSE # 13998

2937 VENEMAN AVENUE, SUITE B125
MODESTO, CALIFORNIA 95356

TELEPHONE: (209) 521-8400
FAX: 1 (888) 727-7573
EMAIL: ROLANDOFFICE@GMAIL.COM

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Between

JOCELYN E. ROLAND
PSYCHOLOGIST

and the
CITY OF TURLOCK

THIS AGREEMENT is entered into this 1st day of July 2014 by and between **JOCELYN E. ROLAND, PH.D., ABPP, Psychologist,** hereinafter referred to as the "CONTRACTOR", and the **CITY OF TURLOCK**, a municipal corporation of the State of California, hereinafter referred to as the "AGENCY".

NOW THEREFORE, the Agency hereby engages the services of the Contractor, and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

TERM

This agreement shall be for the period of one (1) year, commencing on July 1, 2014, and ending on June 30, 2015, or upon sooner termination as herein provided.

Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

SERVICES

CONTRACTOR agrees to provide counseling/psychotherapy to all sworn officers, dispatchers and community service officers of the AGENCY at no cost to the covered employee for a maximum of six (6) sessions per contract year. Free counseling services will be provided to dependents to a maximum of three (3) sessions following which they may be referred to another suitable provider. In the event that the maximum is reached, any additional cost shall be assumed by the employee. Should there be a request for counseling sessions beyond the maximum by the AGENCY, they can be provided with the Chief's approval at the CONTRACTOR'S hourly rate. This agreement does not cover employees who, for any reason, are not currently or actively working their regularly assigned duties nor does it cover Reserves. It does not cover mental health services outside of the expertise of the CONTRACTOR (i.e., medication prescription, inpatient substance abuse treatment, etc.)

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

CONTRACTOR is available 24-hours a day for SWAT call-outs as a psychology field consultant for consultation and advice regarding hostage/barricade events.

OK for Agenda

CONTRACTOR is available 24-hours a day for Crisis Debriefing of critical incidents upon the request of the Watch Commander or higher ranking Command personnel.

CONTRACTOR shall provide consultation to Investigative Services and Administration as requested. Contractor is available to provide training day presentations, schedule permitting.

FEE

AGENCY will pay CONTRACTOR Twelve thousand dollars ($12,000.00) for the term of this Agreement. CONTRACTOR will bill AGENCY monthly for one-twelfth (1/12th) of the yearly amount commencing July 1, 2014. AGENCY will reimburse CONTRACTOR within 30 days from the billing date. For services requested by the AGENCY beyond the scope of the contract, CONTRACTOR will bill AGENCY $375.00 per hour.

INSURANCE REQUIREMENTS

CONTRACTOR shall, at her own expense, obtain and maintain in effect at all times during the life of this Agreement, general liability, including professional malpractice, insurance with combined single limits of $1,000,000. All CONTRACTOR'S policies shall contain an endorsement that written notice shall be given to AGENCY at least thirty (30) days prior to termination, cancellation, or reduction of coverage in the policy or policies.

INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold the City of Turlock, its council members, officers, agents, and employees harmless from all claims, demands, suits, loss, damages, injury and liability, direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any negligent acts, errors or omissions of CONTRACTOR, her agents or employees, or any of them, under or in connection with this Agreement. AGENCY shall be solely liable for negligent or wrongful acts or omissions of its representatives and employees occurring in the performance of this Agreement. If either party becomes liable for damages caused by such party's solely negligent or wrongful acts or omissions, the negligent party shall pay such damages without contribution from the other party.

NO EMPLOYER-EMPLOYEE RELATIONSHIP

No relationship of employer or employee is created by this agreement. It is understood that CONTRACTOR will act hereunder as independent contractors, and shall have no claim under this Agreement or otherwise against the Agency or the City of Turlock for vacation with pay, sick leave, retirement, medical, dental, social security, workers' compensation, disability or unemployment insurance benefits or employee benefits of any kind. The parties agree that Contractor will not be treated as an employee for federal or state tax purposes.

GOVERNING LAW

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.

NO REPORTS OR EVALUATIONS

CONTRACTOR agrees that she will not conduct independent evaluations or prepare forensic psychological reports for the sole purpose of advocating a disability retirement or workers' compensation claim to clients covered by this Agreement. CONTRACTOR is free to provide assistance to counseling/therapy clients covered by this Agreement who might incidentally assert a workers' compensation claim or disability retirement, as requested or required through forms submitted to CONTRACTOR by clients, when appropriate, and to provide a copy of treatment records or subpoenaed testimony upon the consent of clients or as required by law.

Executed at Turlock, California on the day and year first written below.

CITY OF TURLOCK, a
municipal corporation

by _____
Roy W. Wasden
City Manager

_____
Date

CONTRACTOR

_____
Jocelyn E. Roland, Ph.D., ABPP
Psychologist
Tax ID# 20-3718422

_____
Date

ATTEST:

by _____
Kellie E. Weaver
City Clerk

APPROVED AS TO FORM:

by _____
Phaedra A. Norton,
City Attorney

_____
Date

JOCEROL-01 CTRAUTMAN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Basin Insurance Associates PO Box 940 Moses Lake, WA 98837	PHONE (A/C, No, Ext): (509) 765-4785	FAX (A/C, No): (509) 766-7857
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Insurance Company, LTD	11000
INSURED	INSURER B : Hartford Underwriters Insurance Company	30104
Jocelyn Roland, Ph.d, Psychologist 2937 Veneman Ave, Ste B125 Modesto, CA 95356	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		52SBAJZ5301	05/15/2014	05/15/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		52WECDU2113	09/24/2013	09/24/2014	WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Turlock Police Department 900 N Palm Turlock, CA 95380	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Chris Martin

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5X

Council Synopsis

June 24, 2014

From: Robert A Jackson, Chief of Police

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement between the City of Turlock and the Turlock Unified School District for Police Officer Services at Turlock High School

2. DISCUSSION OF ISSUE:

The District desires to acquire on-site services of a Turlock Police Officer for its high school campus located 1600 East Canal Drive, Turlock, CA, and the City desires to accommodate the District's request for police services.

The agreement is for the City to provide one officer for police services to the Turlock High School campus for a period beginning August 18, 2014, and ending May 29, 2015.

The District will compensate the City at the rate of Ten Thousand Eight Hundred Thirty-Three and 33/100^{ths} Dollars ($10,833.33) per month, based on a forty-hour week. If the officer assigned works in excess of forty (40) hours, the District shall pay an additional compensation to the City at the rate of Ninety-Three and 75/100^{ths} Dollars ($93.75) for each such hour worked. In the event the City withdraws the officer due to staffing demands, the District shall compensate the City for actual hours worked at the rate of Sixty-Two and 50/100^{ths} Dollars ($62.50) per hour.

The City will bill the District monthly in arrears beginning September 30, 2014, and the District shall pay within thirty (30) days.

The parties understand that staffing demands may require the City to withdraw the assigned officer for other duties and agree that the City may do so at its discretion.

The agreement does not provide for coverage during the summer school session.

3. BASIS FOR RECOMMENDATION:

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

Strategic Plan Initiative: B) FISCAL RESPONSIBILITY:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

The reimbursement is based on the actual service and time provided to the school.

Revenue to line number 110/20-210.34024

Contract number 14-039

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A). Council could decline the agreement between the City of Turlock and the Turlock Unified School District, however, staff does not recommend this as an alternative.

AGREEMENT between
THE CITY OF TURLOCK and TURLOCK SCHOOL DISTRICTS
for Police Officer Services at Turlock High School

THIS AGREEMENT is made and entered into this 24th day of June 2014, by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter referred to as "City") and **TURLOCK SCHOOL DISTRICTS** (hereinafter referred to as "District").

WHEREAS, District desires to acquire on-site services of a Turlock Police Officer for its high school campus located at 1600 East Canal Drive, Turlock, California; and

WHEREAS, City desires to accommodate District's request for police services.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subject to paragraph 4 of this Agreement, City shall assign one officer to provide police services to the Turlock High School campus for a period beginning August 18, 2014, and ending May 29, 2015.

2. District will compensate City at the rate of Ten Thousand Eight Hundred Thirty-Three and 33/100ths Dollars ($10,833.33) per month based on a 40-hour week. If the officer is assigned work in excess of 40 hours, District shall pay additional compensation to City at the rate of Ninety Three and 75/100ths Dollars ($93.75) for each such hour worked. In the event City withdraws the officer pursuant to paragraph 4 herein, District shall compensate City for actual hours worked at the rate of Sixty Two and 50/100ths Dollars ($62.50) per hour.

3. City will bill District monthly in arrears beginning September 30, 2014 and District shall pay within thirty (30) days.

4. The parties understand that staffing demands may require City to withdraw the assigned officer for other duties and agree that City may do so at its discretion

5. All rates are subject to increase during the term of this Agreement.

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

CITY OF TURLOCK, a municipal corporation

By: _____
Roy Wasden, City Manager

Date: _____

APPROVED AS TO FORM
By: _____
Phaedra Norton, City Attorney

ATTEST
By: _____
Kellie Weaver, City Clerk, CMC

TURLOCK SCHOOL DISTRICTS

By: _____
Dr. Sonny H. Da Marto, Superintendent

Date: _____

OK for agenda

5Y

Council Synopsis

June 24, 2014

From: Robert A Jackson, Chief of Police

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement between the City of Turlock and the Turlock Unified School District for Police Officer Services at Pitman High School

2. DISCUSSION OF ISSUE:

The District desires to acquire on-site services of a Turlock Police Officer for its high school campus located 2631 West Christoffersen Parkway, Turlock, CA, and the City desires to accommodate the District's request for police services.

The agreement is for the City to provide one officer for police services to the Turlock High School campus for a period beginning August 18, 2014, and ending May 29, 2015.

The District will compensate the City at the rate of Ten Thousand Eight Hundred Thirty-Three and 33/100^{ths} Dollars ($10,833.33) per month, based on a forty-hour week. If the officer assigned works in excess of forty (40) hours, the District shall pay an additional compensation to the City at the rate of Ninety-Three and 75/100^{ths} Dollars ($93.75) for each such hour worked. In the event the City withdraws the officer due to staffing demands, the District shall compensate the City for actual hours worked at the rate of Sixty-Two and 50/100^{ths} Dollars ($62.50) per hour.

The City will bill the District monthly in arrears beginning September 30, 2014, and the District shall pay within thirty (30) days.

The parties understand that staffing demands may require the City to withdraw the assigned officer for other duties and agree that the City may do so at its discretion.

The agreement does not provide for coverage during the summer school session.

3. BASIS FOR RECOMMENDATION:

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

Strategic Plan Initiative: B) FISCAL RESPONSIBILITY:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

The reimbursement is based on the actual service and time provided to the school.

Revenue to line number 110/20-210.34024

Contract number 14-040

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A). Council could decline the agreement between the City of Turlock and the Turlock Unified School District, however, staff does not recommend this as an alternative.

AGREEMENT between
THE CITY OF TURLOCK and TURLOCK SCHOOL DISTRICTS
for Police Officer Services at Pitman High School

THIS AGREEMENT is made and entered into this 24th day of June 2014, by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter referred to as "City") and **TURLOCK SCHOOL DISTRICTS** (hereinafter referred to as "District").

WHEREAS, District desires to acquire on-site services of a Turlock Police Officer for its high school campus located at 2631 West Christoffersen Parkway, Turlock, California; and

WHEREAS, City desires to accommodate District's request for police services.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subject to paragraph 4 of this Agreement, City shall assign one officer to provide police services to the Pitman High School campus for a period beginning August 18, 2014 and ending May 29, 2015.

2. District will compensate City at the rate of Ten Thousand Eight Hundred Thirty-Three and 33/100ths Dollars ($10,833.33) per month based on a 40-hour week. If the officer is assigned work in excess of 40 hours, District shall pay additional compensation to City at the rate of Ninety Three and 75/100ths Dollars ($93.75) for each such hour worked. In the event City withdraws the officer pursuant to paragraph 4 herein, District shall compensate City for actual hours worked at the rate of Sixty Two and 50/100ths Dollars ($62.50) per hour.

3. City will bill District monthly in arrears beginning September 30, 2014 and District shall pay within thirty (30) days.

4. The parties understand that staffing demands may require City to withdraw the assigned officer for other duties and agree that City may do so at its discretion

5. All rates are subject to increase during the term of this Agreement.

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

CITY OF TURLOCK, a municipal corporation

By: _____
Roy Wasden, City Manager

Date: _____

APPROVED AS TO FORM
By: _____
Phaedra Norton, City Attorney

ATTEST

By: _____
Kellie Weaver, City Clerk, CMC

TURLOCK SCHOOL DISTRICTS

By: _____
Dr. Sonny H. Da Marto, Superintendent

Date: _____

OK for Agenda

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Council Synopsis

June 24, 2014

From: Robert A. Jackson, Chief of Police

Prepared by: Betty Gonzalez / Presented by Steve Williams

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the agreement with Protech Security & Electronics, Inc., to include Turlock Public Safety Facility and Turlock Training Building for inspection and maintenance services in a monthly amount of $410 for the Public Safety Facility and $55 for the Turlock Training Building, increasing the annual amount from $840 to $6,420

2. DISCUSSION OF ISSUE:

On November 23, 2010, the City Council approved an Agreement with Protech Security & Electronics, Inc. for security and fire alarm monitoring services for City Hall.

City staff is requesting an approval to amend the service agreement with Protech Security & Electronics, Inc., to include Turlock Public Safety Facility and the Turlock Training Building for Fire Alarm Services, inspections and repairs beginning July 1, 2014.

3. BASIS FOR RECOMMENDATION:

Authorize the City Manager or his designee to amend the current contract with Protech Security & Electronics, in the annual amount not to exceed $6,420 for security, inspection, and maintenance services.

Strategic Plan Initiative: H. POLICY INITIATIVE – COMMUNITY PROGRAMS, FACILITIES, AND INFRASTRUCTURE.

Goal(s): a. (iii) Community Infrastructure
Strive to provide safe and well-maintained facilities for the community and City of Turlock employees.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact for line numbers listed below:

110-20-200.43212 $5,580

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Do not amend agreement. This alternative is not recommended; City staff is not licensed to perform these specialized services for the annual maintenance and testing of the security system in accordance to the NFPA and the California Fire Code and provide a twenty-four hour per day/ seven (7) days per week security services.

AMENDMENT NO. 1
to
Agreement
Between
CITY OF TURLOCK
and
PROTECH SECURITY AND ELECTRONIC, INC.
CONTRACT NO. 10-855

THIS AMENDMENT, dated June 24, 2014, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **PROTECH SECURITY & ELECTRONICS, INC.**, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated November 23, 2010, whereby CONTRACTOR will perform security and fire alarm monitoring services (hereinafter the "Agreement"); and

WHEREAS, such Agreement was extended for three (3) one year terms on August 29, 2011, October 16, 2012 and November 20, 2013.

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

1. Paragraph 1 of the Agreement is amended to read 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 annual fire alarm maintenance and testing, in accordance to the National Fire Protection Association (NFPA) and the California Fire Code, and a 24-hour per day monitoring services for fire alarm system presently located at 156 South Broadway, Turlock City Hall building, and shall perform such services in accordance with the specifications attached hereto as Exhibit B.

In addition to the Scope of Work attached as Exhibit B to the Agreement, CONTRACTOR shall furnish all labor, equipment materials and process, implements, tools, and machinery, except as otherwise specified, to complete the original scope of services attached as Exhibit B to the Agreement and the added scope of services attached to this Amendment No. 1 as Exhibit C and Exhibit D, which are necessary and required to provide Fire Alarm Service and inspections to NFPA 72 Standards, and repairs on an time & materials basis presently located at 244 North Broadway, Turlock Public Safety building, and 701 S. Walnut, Turlock Training Building, and shall perform such services in accordance with the

OK for Agenda

specifications attached to this Amendment No. 1 as Exhibit C and Exhibit D."

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

"4. **COMPENSATION:** CITY agrees to pay CONTRACTOR additional compensation annually, in the amount of Four Thousand Nine Hundred Twenty and No/100^{ths} Dollars ($4,920.00) in accordance with Exhibit C attached to this Amendment No. 1 and Six Hundred Sixty and No/100^{ths} Dollars ($660.00) in accordance with Exhibit D attached to this Amendment No. 1 and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement and this Amendment No. 1 shall not exceed Six Thousand Four Hundred Twenty and No/100^{ths} Dollars ($6,420.00). Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement and this Amendment No. 1 including, but not limited to, any and all travel and per diem."

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

"**5. TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect beginning December 1, 2010, and ending November 30, 2015, subject to CITY's availability of funds. 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, at the discretion of the City."

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

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

CITY OF TURLOCK

By: _____
Roy W. Wasden, City Manager

APPROVED AS TO FORM:

BY: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

PROTECH SECURITY & ELECTRONICS, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 'B'
SECURITY & FIRE ALARM MONITORING SERVICES
SCOPE OF WORK

1.1 SCOPE OF WORK

a) Contractor to provide annual fire alarm maintenance and testing in accordance to the National Fire Protection Association (NFPA) and the California Fire Code, and a 24-hour per day monitoring services for fire alarm system presently location at 156 South Broadway, Turlock City Hall site. Repair services shall also be provided as needed.

b) Contractor will provide all labor, equipment and materials for annual maintenance and testing in accordance to the NFPA and the California Fire Code and provide 24-hour per day/7 days per week monitoring for Turlock City Hall. The monitoring shall include system signals including but not limited to instances fire, panic and low battery. Monitoring shall include 24-hour central station monitoring of fire alarm systems regardless of brand. Monitoring station must be UL listed. Cost of programming shall be the responsibility of the Contractor. If any additional equipment is to be required by the vendor for monitoring purposes, the equipment is to be required by the vendor for monitoring purposes, the equipment and associated costs (installation, additional phone line, etc.) is listed on the Bid Proposal Form, Exhibit A of this document.

c) Labor for any repair service call during the life of the contract shall be at the hourly rate attached hereto as Exhibit 'A'. Emergency response services, which would consist of after hour requirements of the Turlock City Hall system, shall be at the Contractor's overtime rate provided. The hourly rate for normal or emergency services shall include labor for peripheral part replacement and all travel costs. Repair parts, not related to the fire control panel, will be separately approved and invoiced per terms of this contract. Minimum response time from the time a call is placed to the contact shall not exceed sixty (60) minutes.

1.2 CONTRACTOR PERSONNEL/LICENSE REQUIREMENTS

Contractor shall be licensed by the State of California for an electrical license. The license should be applicable to the requirements and regulations under California State Statute as it applies to Class C-10 licenses.

1.3 CHANGES

The City reserves the right to add or delete facilities at any time during the life of the contractor resulting extensions, with twenty (21) days written notice to the service provider. If there are no comparable facilities, the price shall be negotiated by the City with the Service Provider.

EXHIBIT 'C'

PRO tech
Security & Electronics

To: Fire Marshal Mark Gomez 12/16/2013
Captain Steve Williams

Re: Turlock Safety Building
Fire Alarm Service & Inspections

Provide Inspections to NFPA 72 Standards, provide Service/ Repairs on an T&M basis.

Simplex FACP	1
Annunciator	3
Smoke Detector	225
Heat Detector	165
Manual Pull Station	6
Waterflow Switch	2
Tamper Switch	2
Duct Detector	16
Horn/Strobe	39
Strobe	128
Pre-Action Riser	1
FM-200 System	1

Monthly Inspection Fee: $410.00

Customer authorizes Service to be performed on a T&M Basis.

NOTE:
Existing Plans provided by Owner.
Replacement Parts provided by Owner.
Software and Lock-out Codes provided by Owner.
Monitoring provided by Owner.

Gerry Adams
PROtech Security & Electronics
209-571-1174
209-521-9034 FAX
Gerry@protechsecurity.us

EXHIBIT 'D'

PRO tech
Security & Electronics

To: Fire Marshal Mark Gomez 12/16/2013
Captain Steve Williams

Re: Turlock Training Building
Fire Alarm Service & Inspections

Provide Inspections to NFPA 72 Standards, provide Service/ Repairs on an T&M basis.

Silent Knight FACP	1
Annunciator	1
Smoke Detector	6
Manual Pull Station	2
Waterflow Switch	1
Tamper Switch	1
Horn/Strobe	2
Program to Central Station	1

Monthly Monitoring & Inspection Fee: $55.00

Customer authorizes Service to be performed on a T&M Basis.

NOTE:
Existing Plans provided by Owner.
Software and Lock-out Codes provided by Owner.

Gerry Adams
PROtech Security & Electronics
209-571-1174
209-521-9034 FAX
Gerry@protechsecurity.us

5AA

Council Synopsis

June 24, 2014

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the Federal Aviation Administration for an Airport Layout Plan (ALP) Update including an additional allocation of funds in the amount of $12,000 to acount number 401-10-125-51000 "Capital Improvements" from Fund 401 "Airport" reserve balance to cover related expenses

2. DISCUSSION OF ISSUE:

The objective of this project is to update the Airport Layout Plan (ALP) drawing, Airspace Drawings, Airport Property Map and associated narrative report. The report will provide an assessment of airport facilities, activity levels and land uses, allowing the City to make informed decisions regarding future development at the Turlock Municipal Airport. The City of Turlock, through our management group, Turlock Regional Aviation Association (TRAA) has retained Stantec Consulting Services Inc. and Coffman Associates for the preparation of the ALP update in compliance with FAA requirements.

3. BASIS FOR RECOMMENDATION:

A. Staff recommends the submittal of this grant application for funds to update the Airport Layout Plan, in response to new policies and development initiatives at the Turlock Municipal Airport.

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: Federal Aviation Administration requires the Sponsor (City of Turlock) to contribute 10% in matching funds toward the grant project. The total project cost is calculated at $111,111 resulting in a match of $11,111. The City will fund the match through a combination of Airport Enterprise Funds ($6,111) and State grant funds ($5,000).

The Federal grant request is $100,000 and if awarded, funds will be accounted for on a reimbursement basis into Fund 401 "Airport Administration". The bulk ($100,000) of the anticipated grant funding and associated project expenses are included in the FY 14/15 budget, however an additional allocation of $12,000 from Fund 401 "Airport" reserve balance into 401-10-125-51000 "Capital Improvements" is necessary in order to cover all related expenditures.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Council may not approve the request. Staff does not recommend this action because this could curtail future development opportunities at the Turlock Municipal Airport.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS, AND EXECUTION OF A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR AN AIRPORT LAYOUT PLAN (ALP) UPDATE INCLUDING AN ADDITIONAL ALLOCATION OF FUNDS IN THE AMOUNT OF $12,000 TO ACCOUNT NUMBER 401-10-125.51000 "CAPITAL IMPROVEMENTS" FROM FUND 401 "AIRPORT" RESERVE BALANCE TO COVER RELATED EXPENSES	}	**RESOLUTION NO. 2014-**

WHEREAS, the Airport Layout Plan is necessary in order to make informed decisions regarding future development at the Turlock Municipal Airport; and

WHEREAS, the City through our management group, Turlock Regional Aviation Association has retained Stantec Consulting Services Inc. and Coffman Association for the preparation of the ALP update; and

WHEREAS, the grant project will cost $111,111 and requires a 10% match in the amount of $11,111 which will be paid for through a combination of Airport Enterprise Funds ($6,111) and State grant funds ($5,000); and

WHEREAS, the bulk of the grant expenditures have been budgeted for in FY 14/15 ($100,000) however, and additional allocation of $12,000 from the Airport Reserve Fund is necessary to complete the project.

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

1. Authorize filing the application to the Federal Aviation Administration for an Airport Layout Plan (ALP) update;

2. Authorize accepting an allocation of funds for the Federal Aviation Administration Grant for Fiscal Year 2014-15;

3. If awarded, authorize the City Manager to execute the Grant Agreement and all other documents necessary to accept grant funds; and

4. Appropriate an additional $12,000 from Fund 401 "Airport" reserve balance to 401-10-125.51200 "Capital Improvements" for expenditures related to the ALP Update.

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of June, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

A.I.P. APPLICATION

for

ALP UPDATE

TURLOCK MUNICIPAL AIRPORT

Submitted to the

FEDERAL AVIATION ADMINISTRATION

by the

CITY OF TURLOCK, CALIFORNIA

JULY 2014

OMB Number: 4040-0004
Expiration Date: 08/31/2016

Application for Federal Assistance SF-424

* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	- Select One -
☒ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Application Identifier:
5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Turlock

* b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. Organizational DUNS:
94-6000044	07-879-2496

d. Address:

* Street1: 144 S. Broadway
Street 2:
* City: Turlock
County: Stanislaus
* State: California
Province:
Country:
*Zip/ Postal Code: 95380

e. Organizational Unit:

Department Name:	Division Name:
Parks, Recreation and Public Facilities	N/A

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs.
First Name: Allison
Middle Name:
* Last Name: Van Guilder
Suffix:

Title: Director

Organizational Affiliation:
City of Turlock, Parks, Recreation and Public Facilities Department

* Telephone Number: (209) 668-5594
Fax Number: (209) 668-5619

* Email: avanguilder@turlock.ca.us

OMB Number: 4040-0004
Expiration Date: 08/31/2016

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:
Federal Aviation Administration (FAA)

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number: N/A

Title: N/A

13. Competition Identification Number: N/A

Title: N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Turlock and areas of Stanislaus and Merced Counties served by Airport.

* 15. Descriptive Title of Applicant's Project:

Airport Layout Plan (ALP) Update

Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004
Expiration Date: 08/31/2016

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: CA-018 *b. Program/Project: CA-018

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 07/01/2014 *b. End Date: 09/30/2014

18. Estimated Funding ($):

*a. Federal	100,000.00
*b. Applicant	6,111.00
*c. State	5,000.00
*d. Local	0
*e. Other	0
*f. Program Income	0.00
*g. TOTAL	111,111.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☑ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Roy

Middle Name: W.

*Last Name: Wasden

Suffix:

*Title: City Manager

*Telephone Number: (209) 668-5540 Fax Number: (209) 668-5619

* Email: rwasden@turlock.ca.us

*Signature of Authorized Representative: *Date Signed:

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

N/A

PART II
PROJECT APPROVAL INFORMATION

Item 1. Does this assistance request require State, local, regional, or other priority rating? ☐Yes ☒No	Name of Governing Body Priority
Item 2. Does this assistance request require State, local advisory, educational or health clearances? ☐Yes ☒No	Name of Agency or Board (Attach Documentation)
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? ☐Yes ☒No	(Attach Comments)
Item 4. Does this assistance request require State, local, regional, or other planning approval? ☐Yes ☒No	Name of Approving Agency Date / /
Item 5. Is the proposed project covered by an approved comprehensive plan? ☐Yes ☒No	Check One: State ☐ Local ☐ Regional ☐ Location of plan
Item 6. Will the assistance requested serve a Federal installation? ☐Yes ☒No	Name of Federal Installation Federal Population benefiting from Project
Item 7. Will the assistance requested be on Federal land or installation? ☐Yes ☒No	Name of Federal Installation Location of Federal Land Percent of Project
Item 8. Will the assistance requested have an impact or effect on the environment? ☐Yes ☒No	See instructions for additional information to be provided.
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? ☐Yes ☒No	Number of: Individuals Families Businesses Farms
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? ☐Yes ☒No	See instructions for additional information to be provided.

PART III - BUDGET INFORMATION

SECTION A - BUDGET SUMMARY

Grant Program, Function or Activity	Federal Catalog No.	Estimated Unobligated Funds		New or Revised Budget		
		Federal	Non-Federal	Federal	Non-Federal	Total
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1. A.I.P.	20.106	$100,000.00	$11,111.00	$	$	$111,111.00
2.						
3.						
4.						
5. TOTALS		$100,000.00	$11,111.00	$	$	$111,111.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1)	(2)	(3)	(4)	(5)
a. Personnel	$	$	$	$	$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	106,111.00				106,111.00
g. Construction					
h. Other	5,000.00				5,000.00
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	$111,111.00	$	$	$	$111,111.00
7. Program Income	$	$	$	$	$

SECTION C - NON-FEDERAL RESOURCES

(a) GRANT PROGRAM	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8.	$6,111.00	$5,000.00	$	$ 11,111.00
9.				
10.				
11.				
12. TOTALS	6,111.00	5,000.00		11,111.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$100,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
14. Non-Federal	11,111.00	2,777.00	2,777.00	2,777.00	2,780.00
15. TOTAL	$111,111.00	$27,777.00	$27,777.00	$27,777.00	$27,780.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) GRANT PROGRAM	FUTURE FUNDING PERIODS *(YEARS)*			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	$	$	$	$
17.				
18.				
19.				
20. TOTALS	$	$	$	$

SECTION F - OTHER BUDGET INFORMATION
(ATTACH ADDITIONAL SHEETS IF NECESSARY)

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

PART IV - PROGRAM NARRATIVE *(ATTACH PER INSTRUCTION)*

TURLOCK MUNICIPAL AIRPORT
FY 2014 GRANT APPLICATION

Project	Quantity		Total Cost	FAA Share	Caltrans Share	COT Share
1. Airport Layout Plan (ALP) Update						
A. Airport Layout Plan (ALP) Update	LS		$ 106,111	$ 95,500	$ 4,775	$ 5,836
B. Sponsor Project/Grant Administration	LS		$ 5,000	$ 4,500	$ 225	$ 275
TOTAL			$ 111,111	$ 100,000	$ 5,000	$ 6,111

PART IV

PROGRAM NARRATIVE

(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION OMB NO. 2120-0569

PROJECT: Airport Layout Plan (ALP) Update

AIRPORT: Turlock Municipal Airport (O15)

1. Objective:

The objective of this project is to update the Airport Layout Plan (ALP) drawing, Airspace Drawings and Airport Property Map and provide a narrative report supporting the changes to the for the Turlock Municipal Airport ALP.

2. Benefits Anticipated:

The narrative report will provide an assessment of airport facilities, activity levels and land uses and that will allow the sponsor to make informed decisions regarding the development direction for the airport that is prudent and feasible.

3. Approach: *(See approved Scope of Work in final Application)*

The City of Turlock, through their management group (Turlock Regional Aviation Association - TRAA) has retained Stantec Consulting Services Inc. and Coffman Associates for the preparation of the ALP Update and the work that will comply with FAA requirements (See the attached Scope of Services).

4. Geographic Location:

Turlock Municipal Airport is located in Merced County in the State of California.

5. If Applicable, Provide Additional Information:

N/A

6: Sponsor's Representative: *(incl. address & tel. no.)*

Mrs. Allison Van Guilder, Director
City of Turlock Parks, Recreation and Public Facilities Department
144 South Broadway
Turlock, CA 95380
Phone: (209) 668-5594 Fax: 209-668-5619

EXHIBIT A
SCOPE OF SERVICES

AIRPORT LAYOUT PLAN UPDATE
AND
NARRATIVE REPORT
FOR
TURLOCK MUNICIPAL AIRPORT (O15)
TURLOCK, CALIFORNIA

INTRODUCTION

Since the current Airport Layout Plan (ALP) for Turlock Municipal Airport was approved in 2008, the FAA has requested that the ALP be updated and a Narrative Report be completed to reflect changes to the airport facilities and provide updated planning information necessary to allow the airport sponsor (City of Turlock), to make informed decisions regarding future airport development.

The objective of this effort is to update the Turlock Municipal Airport ALP drawing, Airspace Drawings, and Airport Property Map, and provide a narrative report (Narrative Report) supporting the proposed changes to the Turlock Municipal Airport ALP. The narrative report will focus on the facility changes and development direction of the airport that has occurred since the preparation of the last Airport Master Plan and/or ALP Update. The ALP Narrative Report shall include forecasts of aviation demand, the identification of future facility needs, and capital improvement scheduling and costs. The ALP Narrative Report and the updated ALP, Airspace Drawings, and Airport Property Map will also reflect new policies and development direction provided by the City of Turlock. The Consultant shall prepare the Narrative Report, including the update of the ALP, Airspace Drawings, and Airport Property Map in accordance with Federal Aviation Administration (FAA) requirements, including Advisory Circular (AC) 150/5070-6B, *Airport Master Plans,* AC 150/5300-13A, *Airport Design,* and procedures for the preparation of an airport layout plan as defined by the FAA's *Standard Operating Procedure (SOP) for FAA Review and Approval of Airport Layout Plans* (October 1, 2013).

ELEMENT 1.0 - NARRATIVE REPORT

Task 1.1 - Inventory Airport Physical Facilities

Description: Perform complete inventory of physical facilities and land uses which presently exist within the boundaries of the airport. The inventory will include an examination of plans and documents as well as a thorough on-site inspection of each physical facility to determine its type, size, and use with specific emphasis on facilities that have changed since the last Airport Master Plan and/or ALP Update. The work effort will make maximum use of existing information available in the airport and City of Turlock offices. The following relevant areas are included as a minimum:

Airfield: Record of pavement strengths and conditions (all runways, taxiways, and aprons); lighting and NAVAID systems.

FBO/GA Services Complex: Square footage of structures and use; fuel storage capacity (by fuel grade) and location of tanks.

Ancillary Facilities: Other businesses on airport (define type of business and building size); ARFF and maintenance facilities and description of equipment.

Task 1.1a - Aerial Photography and Mapping

Digital color aerial photography and topographic/planimetric mapping of the Airport and building/structure elevations will be provided as needed.

Note: This scope of work does not in include an AGIS level survey.

Task 1.2 - Evaluate Existing Documents and Socioeconomic Data

Description: Evaluate in detail existing documents and previous planning efforts for their adaptability or use in developing the Narrative Report. These documents will include previous master plans, area development plans, regional aviation forecasts and planning, comprehensive land use plans, and such other documentation as available. Consultant shall obtain and review the previous ALP, Exhibit A – Property Map, obstruction surveys and other available plans, drawings, specifications, etc. applicable to the airport. Obtain available statistical data on historical and forecast socioeconomic factors for the Turlock Municipal Airport service area. These factors will include, at a minimum, employment, income, and population, with emphasis placed upon the identification of specific socioeconomic characteristics of the developed areas in the local environs, as well as trends that have been established for future development and habitation.

Task 1.3 - Inventory Air Traffic Activity

Description: Air traffic activity data for the airport will be assembled and organized from various sources. Relevant data on general aviation (private and corporate), air taxi, and military activity will be collected. Data will be obtained from the City of Turlock, the FAA Regional Office, CALTRANS, and Fixed Base Operators. The assembled data will include, as available:

a) Historical operations, including local (touch and go) and itinerant operational splits.
b) Based aircraft by type, as available.

Task 1.4 – Prepare Aviation Demand Forecasts

Description: Review and analyze current local and regional socioeconomic forecasts obtained in the inventory element. Similarly, review the forecasts and assumptions of the aviation forecasts prepared by California Department of Transportation - Aeronautics Division (CALTRANS) for the *California Aviation System Plan,* and by FAA for its *Terminal Area Forecasts.* The forecasts prepared for the most recent Master Plan will also be reviewed and analyzed.

Develop aviation demand forecasts using both simple and more complex methodologies, taking into consideration forecasts from other sources such as the FAA. Historical aviation activity statistics for the airport will be organized to evaluate airport peaking characteristics and fleet mix ratios. The methodology used in this analysis will involve a variety of techniques that will factor in national transportation statistics, local socioeconomic factors as well as the independent airport data. Correlation analysis techniques will include relatively simple graphical comparisons, as well as more complex regression analysis. Within the forecast chapter, the Consultant will provide a discussion and analysis of the methodologies which are chosen for use in this study and how they have been applied. A final refinement of activity forecasts will be conducted to integrate the effects of changing technology and will result in estimates of aviation demand for 2018, 2023, and 2033, which will be presented as follows:

a) Based aircraft totals and mix.
b) Annual operations by type (local, itinerant).
c) Operational Mix By Type and Airport Reference Code
d) Critical Design Aircraft

Task 1.5 - Establish Airport Physical Planning Criteria

Description: Identify physical facility planning criteria for use in assessing the adequacy of various airport facilities to meet forecast demands. These criteria shall be based upon the latest FAA requirements and standards as they apply to the level of activity identified, new technology, and role of the airport. These criteria shall include dimensional standards for safety including runway length, runway separation, height restrictions, etc. In addition, these criteria shall include requirements to maintain airspace/air traffic control including approach and runway protection zones, safety areas, and other general physical area requirements such as apron, terminal/operations, access circulation and parking, hangar and services, administrative, and other airport service and support facilities.

Task 1.6 - Prepare Airfield and Landside Area Facility Requirements

Description: Determine and prepare a list of facility requirements needed to meet projected demands for the airport for existing, short term, intermediate term, and long term time frames. These facility requirements will be used in the later comparative evaluations and will be based upon both the airport physical planning criteria and the aviation forecasts.

Facility requirements to meet aviation demand for the airfield will include (but not be limited to) runways, taxiways, lighting, navigational aids, and marking and signage. These facility requirements will be developed in the form of gross areas and basic units and will be compared to those that presently exist to identify the future development items needed to maintain adequate service, function, and operations of the airport. Using information provided by the aviation planning criteria established under preceding tasks, develop a set of facility requirements addressing the landside facilities necessary to support the airfield and its related activity. Requirements for facilities such as the general aviation terminal building, fuel/fuel farm, airport maintenance, hangers, FBO areas, and revenue support facilities will be developed under this task.

Task 1.7 – Prepare Recommended Development Concept

Description: Based on the information developed in previous tasks as well as considering the input of the City of Turlock, a single recommended development concept for the airport facilities will be prepared. The recommendation for the most prudent and feasible development concept will become the basis for the development of airport plans, costs, and scheduling.

Task 1.8 - Prepare Capital Improvement Program

Description: Based upon the previous evaluations, prepare the airport development schedules to reflect economic feasibility and operational requirements of the recommended development concept. In addition, prepare airport development cost estimates to reflect the requirements and schedule of development associated with the recommended airport concept. Prepare a recommended airport capital improvement program which includes estimates of the amount of funds available from federal grant-in-aid programs to determine the net amount of capital funds required by the City of Turlock to accomplish each proposed stage of improvements for the airport.

Task 1.9 – Narrative Report

Description: A Narrative Report will be prepared in conformance with and meet the standards of FAA Advisory (AC) 150/5070-6B, *Airport Master Plans*. Information prepared in the preceding tasks will be incorporated into the narrative report. Fifteen (15) copies of the narrative report will be prepared and will be split between "draft" and "final" reports. Review comments received from the City of Turlock will be incorporated into a final Narrative Report.

Task 1.10 – Coordination Meeting

Description: One (1) coordination meeting is budgeted for the project. The meetings can be used for coordination with the City of Turlock and/or the FAA, or to review the Draft Narrative Report.

ELEMENT 2.0 - AIRPORT LAYOUT PLAN DRAWING SET

The purpose of this study element is to develop an updated set of Airport Layout Plans and Drawings for Turlock Municipal Airport. All plans will be prepared in a format that is acceptable to the FAA and CALTRANS, and can be utilized by the City staff in carrying out implementation. All plans will be produced utilizing AutoCAD software. The AutoCAD drawing files will be a deliverable item to the City, FAA, and CALTRANS at the completion of this project. These draft drawings will be included as an appendix to the final Narrative Report.

Task 2.1 – Prepare Airport Layout Drawing and Data Sheet

Description: Following the recommended development concept prepared under Task 1.11, and FAA AC 150/5070.6B, "Airport Master Plan", update the existing Airport Layout Plan (ALP) and Data Sheet for the airport utilizing AutoCAD Software. Procedures for the preparation of an airport layout plan as defined by the FAA's *Standard Operating Procedure (SOP) for FAA Review and Approval of Airport Layout Plans* (October 1, 2103) will be followed.

Task 2.2 – Prepare Airspace Drawings

Description: Update the existing and ultimate Airport Airspace Drawing in conformance with 14 CFR Part 77. The set will include an identification of obstructions and an obstruction data table. Obstruction information will be obtained from existing approach plans, obstruction surveys, existing aerial surveys, and the current Airport Obstruction (OC) chart (as available). U.S.G.S. base maps will be superimposed on the airspace drawing. A plan for the disposition of the obstructions, as identified, will also be included as part of the obstruction data table. Update the existing inner portion of the approach surface drawings in accordance with FAA AC 150/5070-6B, *Airport Master Plans.*

Task 2.3 – Airport Property Map – Exhibit A

Description: Update the Exhibit A - Airport Property Map, including the appropriate graphics and information to indicate the type of acquisition (i.e., federal funds, surplus property, local funds only, etc.) of various land areas within the airport's boundaries. The primary intent of the drawing is to identify and/or delineate all designated airport property owned or to be acquired by the airport owner. The drawing will inventory all of the parcels, which currently make up the airport, or are proposed for acquisition by the airport sponsor. Details will be limited to the depiction of existing and future facilities (i.e., runways, taxiways, runway protection zones, and terminal facilities) which would indicate aeronautical need for airport property. This work effort will utilize information obtained from the current "Exhibit A - Property Map" as well as other sources. The Property Map will be updated in conformance with the guidelines outlined in FAA Airports ARP SOP 3.00 *Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps (October 1, 2013).* The City will provide historical information regarding the acquisition of existing airport property and easements, as well as boundary surveys, if needed.

Task 2.4 - Preparation of Draft ALP and Draft ALP Drawing Set

Description: Preparation of up to ten (10) copies of the "Draft" ALP drawing and five (5) full drawing sets for submission to the City, and subsequent comprehensive agency review by FAA and CALTRANS. Drawings will be a minimum size of 24" x 36".

Task 2.5 - Preparation of Final ALP and Final ALP Drawing Set

Description: Revise the Draft Airport Layout Plans and Drawings prepared in Task 2.4 to reflect comments received from the SFO-ADO review. Upon approval from the City, provide five (5) copies of the full sets of drawings to the City for their signature. The City will forward the signed drawings to the SFO-ADO for final approval.

EXHIBIT B
COST SUMMARY
STANTEC CONSULTING SERVICES INC.
TURLOCK MUNICIPAL AIRPORT
ALP UPDATE

TASK/ELEMENT		PRINCIPAL $267 Per Hour	PROFESSIONAL $198 Per Hour	TECHNICAL $116 Per Hour	TASK/ELEMENT TOTAL
TASK A: PROJECT MANAGEMENT COORDINATION					
A.1	Project Management/Coordination	4	40	9	$10,000
SUBTOTAL - TASK A		4	40	9	$10,000
ELEMENT 1 - NARRATIVE REPORT					
1.1	Inventory Airport Physical Facilities	16	16	0	$7,440
*1.1a	Aerial Mapping and Photography (See Aerial Mapping/Photography Allowance)	0	0	0	$0
1.2	Evaluate Existing Documents & Socioeconomic Data	0	8	0	$1,584
1.3	Inventory Air Traffic Activity	0	8	0	$1,584
1.4	Prepare Aviation Demand Forecasts	0	24	0	$4,752
1.5	Establish Airport Physical Planning Criteria	0	16	0	$3,168
1.6	Prepare Airfield & Landside Facility Requirements	0	8	0	$1,584
1.7	Prpare Recommended Development Concept	8	16	8	$6,232
1.8	Prepare Capital Improvement Program	0	8	0	$1,584
1.9	Narrative Report	8	32	40	$13,112
1.10	Coordination Meeting	16	0	0	$4,272
SUBTOTAL - ELEMENT 1		48	136	48	$45,312
ELEMENT 2 - AIRPORT LAYOUT PLAN DRAWING SET					
2.1	Airport Layout Drawing & Data Sheet	8	24	40	$11,528
2.2	Prepare Airspace Drawings	0	8	16	$3,440
2.3	Airport Property Map	0	8	16	$3,440
2.4	Preparation of Draft ALP & Draft ALP Drawing Set	0	16	16	$5,024
2.5	Preparation of Final ALP & Final ALP Drawing Set	8	8	16	$5,576
SUBTOTAL - ELEMENT 2		16	64	104	$29,008
PROJECT SUB TOTAL (Rounded)		68	240	161	$84,320
Note: This does not include an AGIS level survey.		*Aerial Mapping/Photography Allowance			$15,641
		Expenses			$6,150
		PROJECT TOTAL (Rounded)			$106,111

FAA
Airports

ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

a. Title 49, U.S.C., subtitle VII, as amended.
b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
d. Hatch Act – 5 U.S.C. 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]
h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. 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);
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]
s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]
t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]
u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]
y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

a. Executive Order 11246 - Equal Employment Opportunity[1]
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11998 – Flood Plain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]
f. Executive Order 12898 - Environmental Justice

Federal Regulations

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]
c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
e. 14 CFR Part 150 - Airport noise compatibility planning.
f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
h. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]
i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]
j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]
k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]
l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]
m. 49 CFR Part 20 - New restrictions on lobbying.
n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1 2]
q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]
s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

   It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

   It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.**

    It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.**

    It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.**

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;

2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

a. It will keep up to date at all times an airport layout plan of the airport showing

1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, 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 business enterprises and airport concession disadvantaged 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."

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. **Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.**

    a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
    b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
    c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.**

    The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.**

    The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. **Hangar Construction.**

    If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1) Describes the requests;

   2) Provides an explanation as to why the requests could not be accommodated; and

   3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 3/20/2014

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
AC 150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength – PCN (Draft approved for use)
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program

STANDARD DOT TITLE VI ASSURANCES

The City of Turlock, (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES *(Continued)*

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

_____
City of Turlock

_____
Roy W. Wasden

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

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 shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall 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 shall not participate either directly of indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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 lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his 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 in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his 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 grounds of race, color, or national origin shall 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 grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS

AIRPORT: Turlock Municipal Airport

LOCATION: Turlock, California

AIP PROJECT NO.:

STATEMENTS APPLICABLE TO THIS PROJECT

☒ a. INTEREST OF NEIGHBORING COMMUNITIES: In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Turlock Municipal Airport.

☒ b. THE DEVELOPMENT PROPOSED IN THIS PROJECT will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.

☒ c. FBO COORDINATION: The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Turlock Municipal Airport, and they have been informed regarding the scope and nature of this project.

☒ d. THE PROPOSED PROJECT IS CONSISTENT with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ DATE: _____

TITLE: City Manager

SPONSORING AGENCY: City of Turlock

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;

b. The nature and basis of opposition;

c. Sponsor's plan to accommodate or otherwise satisfy the opposition;

d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.

e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;

f. Sponsor's plans, if any, to minimize any adverse effects of the project;

g. Benefits to be gained by the proposed development; and

h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, 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 undersigned, 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 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 of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipents shall certify and disclose accordingly.

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.

Signed _____ Date _____

Roy. W. Wasden

Title City Manager

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
SELECTION OF CONSULTANTS

City of Turlock	Turlock Municipal Airport	
(Sponsor)	*(Airport)*	*(Project Number)*

ALP Update

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were ~~(will be)~~ made to ensure fair and open competition from a wide area of interest.	☒	☐	☐
2. Consultants were ~~(will be)~~ selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	☒	☐	☐
3. A record of negotiations ~~has been~~ (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	☒	☐	☐
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval ~~was~~ (will be) obtained from the FAA.	☒	☐	☐
5. The consultant services contracts ~~clearly establish~~ (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	☒	☐	☐
6. Costs associated with work ineligible for AIP funding ~~are~~ (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	☒	☐	☐
7. Mandatory contact provisions for grant-assisted contracts have been ~~(will be)~~ included in consultant services contracts.	☒	☐	☐
~~8. The cost-plus-percentage-of-cost methods of contracting prohibited under~~ Federal standards were not ~~(will not be)~~ used.	☒	☐	☐
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was ~~(will be)~~ specifically described in the advertisement, and future work will not be initiated beyond five years.	☒	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Turlock

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Roy W. Wasden

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

PROJECT PLANS AND SPECIFICATIONS

City of Turlock	Turlock Municipal Airport	
(Sponsor)	*(Airport)*	*(Project Number)*

ALP Update *(Work Description)*

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	☐	☐	☒
2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	☐	☐	☒
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	☐	☐	☒
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.	☐	☐	☒
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.	☐	☐	☒
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.	☐	☐	☒
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	☐	☐	☒

	Yes	No	N/A
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.	☐	☐	☒
9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.	☒	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Turlock
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Roy W. Wasden
(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager
(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

EQUIPMENT/CONSTRUCTION CONTRACTS

City of Turlock (*Sponsor*) Turlock Municipal Airport (*Airport*) (*Project Number*)

ALP Update (*Work Description*)

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One–General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A code or standard of conduct ~~is~~ (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	☒	☐	☐
2. Qualified personnel ~~are~~ (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	☒	☐	☐
3. The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.	☐	☐	☒
4. The bid solicitation clearly and accurately describes (will describe): a. The current Federal wage rate determination for all construction projects, and b. All other requirements of the equipment and/or services to be provided.	☐	☐	☒
5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances: a. Only one qualified person/firm submits a responsive bid, b. The contract is to be awarded to other than the lowest responsible bidder, c. Life cycle costing is a factor in selecting the lowest responsive bidder, or d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.	☐	☐	☒

	Yes	No	N/A
6. All contracts exceeding $100,000 require (will require) the following provisions:			
a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contact terms; and	☐	☐	☒
c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.			
7. All construction contracts contain (will contain) provisions for:			
a. Compliance with the Copeland "Anti-Kick Back" Act, and			
b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	☐	☐	☒
8. All construction contracts exceeding $2,000 contain (will contain) the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	☐	☐	☒
b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9. All construction contracts exceeding $10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	☐	☐	☒
10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	☐	☐	☒
11. Appropriate checks have been (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.	☐	☐	☒

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Turlock
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Roy W. Wasden
(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager
(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

REAL PROPERTY ACQUISITION

City of Turlock	Turlock Municipal Airport	
(Sponsor)	*(Airport)*	*(Project Number)*

ALP Update *(Work Description)*

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in Title 49, Code of Federal Regulations (CFR), Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The sponsor's attorney or other official has (will have) good and sufficient title as well as title evidence on property in the project.	☐	☐	☒
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been (will be) extinguished, modified, or subordinated.	☐	☐	☒
3. If property for airport development is (will be) leased, the following conditions have been met: a. The term is for 20 years or the useful life of the project, b. The lessor is a public agency, and c. The lease contains no provisions that prevent full compliance with the grant agreement.	☐	☐	☒
4. Property in the project is (will be) in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.	☐	☐	☒
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.	☐	☐	☒
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was (will be)obtained for the following: a. The right of flight, b. The right of ingress and egress to remove obstructions, and c. The right to restrict the establishment of future obstructions.	☐	☐	☒

	Yes	No	N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include (will include) the following:			
a. Valuation data to estimate the current market value for the property interest acquired on each parcel, and	☐	☐	☒
b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections.			
8. Each appraisal has been (will be) reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to FAA for review.	☐	☐	☒
9. A written offer to acquire each parcel was (will be) presented to the property owner for not less than the approved amount of just compensation.	☐	☐	☒
10. Effort was (will be) made to acquire each property through the following negotiation procedures:			
a. No coercive action to induce agreement, and	☐	☐	☒
b. Supporting documents for settlements included in the project files.			
11. If a negotiated settlement is not reached, the following procedures were (will be) used:			
a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property, and	☐	☐	☒
b. Supporting documents for awards included in the project files.			
12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was (will be) established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.	☐	☐	☒
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were (will be) provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.	☐	☐	☒

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Turlock
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Roy W. Wasden
(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager
(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

CONSTRUCTION PROJECT FINAL ACCEPTANCE

City of Turlock	Turlock Municipal Airport	
(Sponsor)	*(Airport)*	*(Project Number)*

ALP Update *(Work Description)*

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were (will be) determined to be qualified as well as competent to perform the work.	☐	☐	☒
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows: a. Work in progress, b. Quality and quantity of materials delivered, c. Test locations and results, d. Instructions provided the contractor, e. Weather conditions, f. Equipment use, g. Labor requirements, h. Safety problems, and i. Changes required.	☐	☐	☒
3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	☐	☐	☒
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.	☐	☐	☒
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.	☐	☐	☒
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.	☐	☐	☒

	Yes	No	N/A
7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:			
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	☐	☐	☒
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	☐	☐	☒
9. A final project inspection was (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	☐	☐	☒
10. Work in the grant agreement was (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	☐	☐	☒
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.	☐	☐	☒
12. Applicable close out financial reports have been (will be) submitted to the FAA.	☐	☐	☒

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Turlock
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Roy W. Wasden
(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager
(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
DRUG-FREE WORKPLACE

City of Turlock (Sponsor) | Turlock Municipal Airport (Airport) | _____ (Project Number)

ALP Update *(Work Description)*

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been (~~will be~~) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	☒	☐	☐
2. An ongoing drug-free awareness program has been (~~will be~~) established to inform employees about: a. The dangers of drug abuse in the workplace; b. The sponsor's policy of maintaining a drug-free workplace; c. Any available drug counseling, rehabilitation, and employee assistance programs; and d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.	☒	☐	☐
3. Each employee to be engaged in the performance of the work has been (~~will be~~) given a copy of the statement required within item 1 above.	☒	☐	☐
4. Employees have been (~~will be~~) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will: a. Abide by the terms of the statement; and b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.	☒	☐	☐
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	☒	☐	☐

	Yes	No	N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	☒	☐	☐
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	☒	☐	☐

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

City of Turlock
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Roy W. Wasden
(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

City Manager
(Date)

5AB

Council Synopsis

June 24, 2014

From: Diana Lewis, Technical Services Manager

Prepared by: Diana Lewis, Technical Services Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the creation of one (1) new job classification for an Information Technology Technician

2. DISCUSSION OF ISSUE:

The Personnel System Rules and Regulations Section 12.02 Adoption of (Classification) Plan relates to employee job classifications. The creation or abolishment of job classifications requires City Council approval.

3. BASIS FOR RECOMMENDATION:

The Information Technology Department combined budgeted money from 2012/13 that was previously used to contract outside help and hire additional part time employees to backfill for staff time spent on New World implementation and continuing support to that software. Those monies were combined to create a new full time position in Information Technology in 2013-14. In 2009 Information Technology lost 2 (two) full time employees to budget cuts. Since then all departments have been tasked with finding ways to do more with technology. The departments have been doing all that they can to support all of the departments in their quest to achieve this as well as implementing New World software for Finance, Payroll, Development Services and Animal Control. The back end of this implementation has created and continues to create almost full time support of the software. The City has reaped many benefits with the new software, but the use of staff time increased with every new module that we implement.

Filling the new Information Technology Technician position will allow staff more time to work on projects and provide someone to respond to phones and requests for support help.

(See attached exhibit A.) This job class encompasses the previously mentioned duties. The salary range for this job class is 23.2 ($3,898 - $4,739).

Strategic Plan Initiative: A. EFFECTIVE LEADERSHIP

Goal(s): 1. (c) Hire, develop and retain the best and most qualified employees.

4. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact in FY 13-14 for the Information Technology Department as it has been included in the budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

1. Council may choose to not accept the newly created job classification.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CREATION OF ONE (1) NEW JOB CLASSIFICATION FOR AN INFORMATION TECHNOLOGY TECHNICIAN	}	**RESOLUTION NO. 2014-**

WHEREAS, the City Council of the City of Turlock passed and adopted Personnel Resolution 89-38 on February 28, 1989 as directed under the provisions of Section 2-4-504 of the Turlock Municipal Code to adopt rules and regulations for the administration of the personnel system; and

WHEREAS, the Personnel System Rules and Regulations Section 12.02 Adoption of (Classification) Plan relates to employee job classifications and the creation, abolishment or modification of job classifications requires City Council approval; and

WHEREAS, 2012-13 budget monies were combined to create a new full-time position in the 2013-14 budget due to the addition of New World software by City departments and the reduction of contract and part time monies, a new job classification has been created for an Information Technology Technician (see attached Exhibit A).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the creation of one (1) new job classification of an Information Technology Technician, effective June 24, 2014.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of June, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

May 24, 2014

INFORMATION TECHNOLOGY TECHNICIAN

DEFINITION

To perform responsible technical duties related to computer hardware and software customer support; provide project support for new and modified systems; and to install and configure desktop computers and related peripheral equipment.

This position is assigned to the Miscellaneous Bargaining Unit for labor relations purposes and is subject to overtime and call back assignments.

DISTINGUISHING CHARACTERISTICS:

This is the entry level class in the Information Technology Technician series. Incumbents in this classification perform technical level work in the installing, maintaining, and troubleshooting of computer, telephone and data/voice communications equipment. The Information Technology Technician will work under immediate supervision while learning job tasks, progressing to general supervision as procedures and processes of assigned area of responsibility are learned.

ESSENTIAL FUNCTIONS: Duties may include, but are not limited to, the following:

- Install and configure desktop computers, printers, and other desktop peripherals such as scanners and cameras; install and support various software and train customers in the use of hardware and software.
- Support and troubleshoot current desktop operating systems; perform basic diagnostic testing; analyze root cause of problem and develop long-term solutions; identify and report network problems to the proper network areas.
- Create and maintain desktop deployment images.
- Deliver laptop computers, set up and train customers in their use.
- Analyze failed equipment and perform repairs or return equipment to vendor; review and test vendor repairs.
- Provide technical support in diagnosing and solving problems by telephone or remote access; respond to help desk trouble tickets according to urgency and priority levels; log calls into help desk database and use helpdesk software.
- Participate in projects related to PC deployment, software and hardware procurement, or

hardware consolidation.

- Develop documentation and standard operating procedures as they relate to assignment.
- Deploy and maintain mobile devices.
- Assist users with log-on authentication; instruct users in saving data and backing up systems.
- Perform research to resolve problems or refer to higher level staff.
- Order supplies and maintain and track inventory; assist in asset management of personal computers, laptops, and related peripheral equipment.
- Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.
- Video record all City Council meetings and other meetings as assigned by department manager.
- Perform related work as required.

MINIMUM QUALIFICATIONS

Knowledge of:

- Basic principles of computer, telecommunication, and peripheral equipment.
- Principles and practices of computer recordkeeping.
- Principles and techniques of a variety of desktop operating and data communications systems.
- Principles and techniques of installing, repairing, and maintaining desktop hardware and software.
- Principles and techniques of advanced troubleshooting for desktop computers and printers in network environment.
- Project management methodologies.

Ability to:

- Operate a variety of computer and office equipment including telephones, computers, printers, modems, and related software.
- Follow technical oral and written instructions.
- Effectively communicate verbally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

- Perform system installations, problem correction, and maintain & repair computer systems and network hardware & software.
- Explain department and City policies regarding use of computer and communications systems.
- Effectively troubleshoot, diagnose, and resolve hardware and software issues.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would be likely to provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

One (1) year of experience performing desktop computer system and network installation, operation, and maintenance functions.

Education:

Two (2) years of full-time college or vocational coursework, equivalent to an Associate's degree from an accredited college or university, in computer science, information systems or a related field, which should include some network-related coursework experience.

LICENSE / CERTIFICATIONS

Possession of an appropriate and valid California driver's license at the time of appointment and ability to maintain it as a requirement for continued employment.

Possession of Microsoft Certification is desirable.

PHYSICAL REQUIREMENTS

Work is typically performed in a typical office environment; occasional work in cold computer mainframe rooms; occasional work outside in various types of weather; occasional work in confined spaces. Work may take place at off-site locations throughout the City. Work is also performed in an office environment or in computer rooms.

- *Mobility*: continuous use of keyboard; frequent sitting, standing; occasional walking, bending, squatting.
- *Lifting:* frequently up to 10 pounds; occasionally up to 75 pounds.
- *Vision*: constant use of overall vision; continuous computer use; occasional color and depth vision.
- *Dexterity:* frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.
- *Hearing/Talking*: frequent hearing and talking, in person and on the phone.

- *Emotional/Psychological:* frequent decision-making and concentration; frequent public and/or coworker contact; occasional working alone.
- *Environmental*: frequent exposure to noise.

5AC

Council Synopsis

June 24, 2014

From: Kellie E. Weaver, City Clerk

Prepared by: Kellie E. Weaver, City Clerk

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2012-182 and adopting an amended Conflict of Interest Code for the City of Turlock and the list of "Designated Employees" and their reporting categories for filing their Conflict of Interest Statement (Form 700)

2. DISCUSSION OF ISSUE:

All state and local government agencies (including cities and counties) are required to adopt conflict of interest codes designating certain positions which entail the making or participation in the making of decisions which may affect the employee's financial interests. City Council approved the current Conflict of Interest Code under Resolution No. 2012-182 at the October 23, 2012 City Council meeting.

Pursuant to California Government Section 87306.5 (a), no later than July 1 of each even-numbered year, a review of the Conflict of Interest Code must be completed to evaluate any changes that may be necessary due to changed circumstances. The Code has been reviewed and recommended changes have been provided. (*Appendix A*)

3. BASIS FOR RECOMMENDATION:

Staff's recommendation is based on the requirements of the California Government Code Section and the positions within the City of Turlock where a personal financial interest may potentially be affected through the employee's decision-making capacity at the City.

Strategic Plan Initiative: EFFECTIVE LEADERSHIP.. *City Management Staff executes Council direction by applying allocated resources with competence, integrity, commitment and stewardship.*

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The adoption of this resolution will not impact the adopted budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable.

7. ALTERNATIVES:

1. Council may wish to leave the Conflict of Interest Code status quo and not include the recommended/amended designated positions.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2012-182 AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE FOR THE CITY OF TURLOCK AND THE LIST OF "DESIGNATED EMPLOYEES" AND THEIR REPORTING CATEGORIES FOR FILING THEIR CONFLICT OF INTEREST STATEMENT (FORM 700)	**RESOLUTION NO. 2014-**

WHEREAS, the Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) that contains the terms of a standard conflict of interest code and may be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act; and

WHEREAS, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating positions and establishing disclosure requirements shall constitute the Conflict of Interest Code of the City of Turlock; and

WHEREAS, individuals holding designated positions shall file their statements with the City Clerk who will retain the statements and make them available for public inspection and reproduction. (Gov. Code Section 81008.)

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2012-182 and adopt the amended Conflict of Interest Code for the City of Turlock and the list of "designated employees" and their reporting categories for filing their Conflict of Interest Statement (Form 700) as listed in the attached Appendix A.

PASSED AND ADOPTED at a meeting of the City Council of the City of Turlock this 24th day of June, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

DISCLOSURE CATEGORIES

Individuals holding designated positions must report their interest according to the following corresponding disclosure category(ies) to which their position has been assigned.

Disclosure Category 1

All interests in real property located within the City of Turlock or within two (2) miles of the boundaries of the City of Turlock or within two (2) miles of any land owned or used by the City of Turlock; and investments and business positions in business entities, and income, including loans, gifts, and travel payments, from all sources.

Disclosure Category 2

All interests in real property located within the City of Turlock or within two (2) miles of the boundaries of the City of Turlock or within two (2) miles of any land owned or used by the City of Turlock.

Disclosure Category 3

All investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources, that provide services, supplies, materials, machinery, or equipment of the type utilized by the City of Turlock.

Disclosure Category 4

All investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources, that provide services, supplies, materials, machinery, or equipment of the type utilized by the department or division to which the filer is assigned duties.

Disclosure Category 5

All investments, business positions and income, including loans, gifts, and travel payments, from sources, that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before the City of Turlock.

Disclosure Category 6

All investments, business positions and income, including loans, gifts, and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City of Turlock.

Public Officials Who are Listed in Gov. Code Section 87200

The following positions are not covered by this Conflict of Interest Code because individuals holding these positions must file under Government Code Section 87200. These positions are for informational purposes only:

- Mayor
- Members of the City Council
- City Manager
- City Attorney
- City Treasurer
- Members of the Planning Commission
- Consultants (those involved in the investment of public funds)

"DESIGNATED EMPLOYEES"

DISCLOSURE CATEGORY

OFFICE OF THE CITY MANAGER

Administration

Assistant to the City Manager for Economic Development/~~Redevelopment~~Community Housing 1
City Manager, Assistant 1
Executive Assistant to the City Manager/City Clerk 3

Housing

Community Housing Program Supervisor 2, 3, 6
Community Housing Services Manager 2, 3, 6
Housing Finance Specialist I 2, 3, 6
Housing Finance Specialist II 2, 3, 6
Housing Program Specialist I 2, 3, 6
Housing Program Specialist II 2, 3, 6
Housing Rehabilitation Specialist I 2, 3, 6
Housing Rehabilitation Specialist II 2, 3, 6

ADMINISTRATIVE SERVICES

Accountant, Sr. 1
Accountant II 1
Administrative Services Director 1
Finance Customer Service Supervisor 4
Technical Services Supervisor 1

FIRE SERVICES

~~Administrative Analyst, Fire ..... 2, 4~~
Fire Chief 1
Fire Division Chief 2, 4, 5, 6
Fire Marshall 2, 4, 5, 6
Fire Prevention Inspector 2
Neighborhood Preservation Officer 2, 5
Neighborhood Services Supervisor 2, 5

POLICE SERVICES

~~Neighborhood Services Supervisor ..... 2, 5~~
~~Police Support Operations Division Manager ..... 2, 4, 5, 6~~
Police Captain 2, 4, 5, 6
Police Chief 1

PARK, RECREATION & ~~COMMUNITY~~PUBLIC FACILITIES

Parks, Recreation & Public Facilities Director 1
~~Community Services Manager / Recreation~~Parks, Recreation & Public Facilities Division Manager 4, 6
~~Community Services Manager / Recreation~~Parks, Recreation & Public Facilities Superintendent ~~/ Recreation Superintendent~~ 6
~~Public Facilities Maintenance Manager ..... 3~~
Public Facilities Maintenance Supervisor 3
Recreation Senior Supervisor 3

DISCLOSURE CATEGORY

DEVELOPMENT SERVICES

Building & Safety

Building Inspector I 2, 5
Building Inspector II 2, 5
Building Inspector, Sr. 2, 5
Building Inspector, Supervising 2, 5
Building Official, Chief 1
Plans Examiner I 2, 5
Plans Examiner II 2, 5
Plans Examiner, Sr. 2, 5

Engineering

Capital Project Coordinator 2, 5
Development Services Supervisor/City Surveyor 1
Development Services Director/City Engineer 1
Engineer, Assistant 2, 5
Engineer, Civil Associate 2, 5
Engineer, Principal Civil 1
Engineer, Senior Civil 2, 5
Engineer, Supervising Civil 1
Engineer, Supervising Sr. Civil 1
Public Works Construction Inspector 2, 5
Public Works Construction Inspector, Sr. 2, 5
~~Support Services Supervisor ..... 1~~
Traffic/Transportation Engineering Supervisor 1
Transit Planner 2, 5

Planning

Deputy Development Services Director/Planning 1
Planner, Assistant 2, 5
Planner, Associate 2, 5
Planner, Senior 2, 5
Planning Technician 2, 5
Staff Services Technician 2, 5

MUNICIPAL SERVICES

Electrical/Mechanical Maintenance Supervisor 3
Environmental Compliance Inspector 5
Fleet Maintenance Supervisor 3
Municipal Services Director 1
Purchasing Coordinator 3
Regulatory Affairs Manager 3, 6
~~Technical Services Supervisor ..... 4~~
Utilities Manager 3
Utilities Supervisor 4
Water Quality Control Division Manager 3
Water Quality Control Supervisor 3

CONSULTANTS

All consultants employed by the City 1

8A

Council Synopsis

June 24, 2014

From: Michael Cooke, Municipal Services Director

Prepared by: Michael Cooke, Municipal Services Director

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the State Department of Water Resources (DWR) for the 2014 Integrated Regional Water Management Drought Grant, pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code section 75001 et seq.)

2. DISCUSSION OF ISSUE:

Proposition 84 Chapter 2 Integrated Regional Water Management (IRWM) Grant Program, administered by the State Department of Water Resources (DWR), provides funding for projects that assist local public agencies to meet long term water needs, including the delivery of safe drinking water and the protection of water quality and the environment.

The Governor and Legislature have directed DWR to expedite the solicitation and award of $200 million (of the $472.5 million) in IRWM funding to support projects and programs that provide immediate regional drought preparedness, increase local water supply reliability and the delivery of safe drinking water, assist in the implementation of water conservation programs, and reduce water quality conflicts created by the drought.

Fortunately, Turlock is eligible to apply for this funding because the City is engaged in an IRWM Planning process in partnership with the Cities of Modesto, Ceres and Hughson. The Cities adopted the IRWM Plan in February 2014 after a three-year planning effort. Only those agencies that have adopted the Plan are eligible for this funding.

To expedite the funding, DWR is using a streamlined grant application process.

The City of Turlock has identified a number of projects with the potential to conserve water and improve drinking water supply reliability, consistent with the purpose of the grant. Turlock's proposed projects are outlined in the following table:

#	Project Name	Project Description	Cost (estimate)	Grant Request (estimate)	Matching Funds estimate)
1	Landscape Replacement Program	Replace turf with drought tolerant landscaping Christoffersen Pkwy medians	$450,000	$337,500	$112,500
2	Landscape Irrigation Efficiency Program	Installation of Automated Irrigation Controllers (11)	$140,000	$105,000	$35,000
3	Expanded Non-Potable Water Use	Install non-potable wells for landscape irrigation (8)	$800,000	$600,000	$200,000
4	Wellhead Treatment	Install Arsenic treatment at Wells 37 & 38	$2,000,000	$1,500,000	$500,000
	TOTAL		**$3,390,000**	**$2,542,500**	**$847,500**

There is a 25% match for these grant funds; the City of Turlock will use capital funds set aside in the Water Enterprise Fund (420).

3. BASIS FOR RECOMMENDATION:

A. Staff recommends the submittal of this grant application to assist in the City's water conservation efforts, reduce the use of potable water for landscape irrigation, and increase drinking water supply reliability by installing wellhead treatment.

B. DWR has set aside $20,022,341 for the San Joaquin River region of which the City of Turlock is a part.

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: $847,500 in matching funds to the Water Enterprise Fund (420); however, the infusion of grant funds will reduce the overall cost of these projects, some of which were identified in the capital expenditure plan identified for the recent water rate increases. Therefore, it is anticipated that the Proposition 84 grant funds will have a net positive benefit on the Water Enterprise Fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. The Council may direct staff to not submit the grant application. Staff does not recommend this alternative because the grant would provide funding for water conservation projects and water supply improvements with a net positive impact to the local water supply and the City's Water Enterprise Fund.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS, AND EXECUTION OF A GRANT AGREEMENT WITH THE STATE DEPARTMENT OF WATER RESOURCES (DWR) FOR THE 2014 INTEGRATED REGIONAL WATER MANAGEMENT DROUGHT GRANT, PURSUANT TO THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (PUBLIC RESOURCE CODE SECTION 75001 ET SEQ.)	}	**RESOLUTION NO. 2014-**

WHEREAS, Proposition 84 Chapter 2 Integrated Regional Water Management (IRWM) Grant Program, administered by the State Department of Water Resources (DWR), provides funding for projects that assist local public agencies to meet long term water needs, including the delivery of safe drinking water and the protection of water quality and the environment.; and

WHEREAS, the City of Turlock is eligible to apply for this funding because the City in engaged in the East Stanislaus Regional Integrated Regional Water Management Partnership with the Cities of Modesto, Ceres and Hughson; and

WHEREAS, the City of Turlock has a number of water conservation projects and water supply improvements that are consistent with the purpose of the IRWM Grant Program.

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

1. Authorize that an application be made to the California Department of Water Resources to obtain a 2014 Integrated Regional Water Management Drought Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 et seq.)

2. Authorize the City of Turlock to enter into an agreement to receive a grant for the City of Turlock's water conservation and drinking water supply reliability projects as a member of the East Stanislaus Regional Integrated Regional Water Management Partnership.

3. Authorize the City Manager of the City of Turlock to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources.

4. Authorize the City Manager to execute all other documents necessary to accept grant funds.

5. Appropriate awarded grant revenues to the appropriate revenue and expenditure accounts in Fund 420 "Water Enterprise" when the specific award amount is known.

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of June, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

8B

Council Synopsis

June 24, 2014

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

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

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting donations from Mann Electric Inc., B&B and Bergman Landscape in the amount of $1,500 to be deposited into account number 270-61-635-399.37200_004 "Donation Recreation on Wheels" and appropriating said funds to account number 270-61-635-399.47132 "Recreation on Wheels Expenses" for a recreation program at Denair Park

2. DISCUSSION OF ISSUE:

The Parks, Recreation and Public Facilities Department has solicited local businesses to sponsor a Recreation on Wheels summer program. The donations will allow the program to run Tuesdays and Fridays from 10:00 am – 12:00 pm in Denair Park for the summer.

3. BASIS FOR RECOMMENDATION:

While working with the Denair Park taskforce, many community members expressed interest in increasing positive activities in the park. Taskforce members were given a proposal for the Recreation on Wheels program and asked to help secure funding to offer the program for the summer. Mann Electric Inc., B&B and Bergman Landscape each donated $500 to sponsor the program for two days per week.

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: $1,500

Appropriate $1,500 to account number 270-61-635-399.37200_004 "Donation Recreation on Wheels"269-60-614-380.47124 "and appropriating said funds to account number 270-61-635-399.47132 "Recreation on Wheels Expenses" for recreation program at Denair Park.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N. A.

7. ALTERNATIVES:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DONATIONS FROM MANN ELECTRIC INC., B&B AND BERGMAN LANDSCAPE IN THE AMOUNT OF $1,500 TO BE DEPOSITED INTO ACCOUNT 270-61-635-399.37200_004 "DONATION RECREATION ON WHEELS" AND APPROPRIATING SAID FUNDS TO ACCOUNT NUMBER 270-61-635-399.47132 "RECREATION ON WHEELS EXPENSES" FOR A RECREATION PROGRAM AT DENAIR PARK	**RESOLUTION NO. 2014-**

WHEREAS, the Parks, Recreation and Public Facilities Department has solicited local businesses to sponsor a Recreation on Wheels summer program; and

WHEREAS, the donations will allow the program to run Tuesdays and Fridays from 10:00 am – 12:00 pm in Denair Park for the summer; and

WHEREAS, while working with the Denair Park taskforce, many community members expressed interest in increasing positive activities in the park; and

WHEREAS, the taskforce members were given a proposal for the Recreation on Wheels program and asked to help secure funding to offer the program for the summer; and

WHEREAS, Mann Electric Inc., B&B and Bergman Landscape each donated $500 to sponsor the program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept donations from Mann Electric Inc., B&B and Bergman Landscape in the amount of $1,500 to be deposited into account 270-61-635-399.37200_004 "Donation Recreation on Wheels" and appropriating said funds to account number 270-61-635-399.47132 "Recreation on Wheels Expenses" for a recreation program at Denair Park.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 24th day of June, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____

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