

City Council Agenda



JANUARY 26, 2016

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

Mayor
Gary Soiseth

Interim City Manager
Michael I. Cooke
City Clerk
Kellie E. Weaver
City Attorney
Phaedra A. Norton

Council Members

William DeHart, Jr. **Steven Nascimento**
Matthew Jacob **Amy Bublak**
 Vice Mayor

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

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

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

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

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

1. **A. CALL TO ORDER**

B. SALUTE TO THE FLAG

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

- A. *Proclamation:* Retirement of City Employee, Kenneth Wooster, Sr. Wastewater Treatment Plant Operator
- B. *Recognition:* Mayor's Public Policy Award Recipient - Josephine Hazelton
- C. *Presentation:* Catching the Bus: Improving Public Transportation in Turlock, by Josephine Hazelton, Recipient of the Mayor's Public Policy Award
- D. *Presentation:* KEEP Healthy Clinic – National Kidney Foundation Free Health Screening by Lori LaConte Spears
- E. *Appointment* Chamber of Commerce President/CEO Recruitment and Selection Committee (*City Representative(s)*)
- F. *Appointment:* North Valley Regional Recycled Water Project Committee (*Member/Alternate*)

3. **A. SPECIAL BRIEFINGS**

1. **CALIFORNIA STATE UNIVERSITY STANISLAUS**

Maggie White, Student Government Relations Coordinator

B. STAFF UPDATES

1. Policy Goals and Implementation Plan (*Executive Staff*)

C. PUBLIC PARTICIPATION

This is the time set aside for members of the public to directly address the City Council on any item of interest to the public that is within the subject matter jurisdiction of the City Council and to address the Council on any item on tonight's agenda, including Consent Calendar items. You will be allowed five (5) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter.

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

4. **A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS**

5. **CONSENT CALENDAR**

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

- A. Resolution: Accepting Demands of 12/17/15 in the amount of \$1,284,143.13; Demands of 12/31/15 in the amount of \$385,552.16;
- B. Motion: Accepting Minutes of Regular Meeting of January 12, 2016
- C. Motion: Approving a Professional Services Agreement with Associated Engineering Group, of Modesto, California, for professional land surveying services, in an amount not to exceed \$13,200 (Fund 215), for City Project No. 13-65, "Traffic Signal at N. Olive and Wayside"
- D. 1. Motion: Accepting notification of Contract Change Order No. 1 (Final) in the amount of \$916 (Fund 216) for City Project No. 15-58, "Pedestrian Striping Upgrades, Various Locations" bringing the contract total to \$97,166
2. Motion: Accepting improvements for City Project No. 15-58, "Pedestrian Striping Upgrades, Various Locations," and authorizing the City Engineer to file a Notice of Completion
3. Resolution: Appropriating \$4,000 to account number 216-40-422.51221 "LTF Non-motorized Projects" to be funded via a transfer from Fund 217 "Gas Tax Section 2103" unappropriated reserves, for City Project No. 15-58, "Pedestrian Striping Upgrades, Various Locations," to complete the necessary funding required for the project
- E. Motion: Approving a retainer agreement for Fiscal Years 2016/17 through 2019/20 in an amount not to exceed \$150,000 with Pires, Lipomi and Navarro Architectural Corporation of Modesto, California
- F. Resolution: Approving a Cost Sharing Agreement with the City of Modesto and Del Puerto Water District for expenses associated with the Phase 4 Implementation Support for the North Valley Regional Recycled Water Project, in an amount not to exceed \$396,151, from funds budgeted in account number 410-51-530.43340 "North Valley Regional Recycled Water Project"

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- G. Motion: Approving the service agreement with Bay Area Coating Contractors, Inc., for water storage tank inspection service for Municipal Services, for a period of twelve (12) months, in an amount not to exceed \$3,200
- H. Motion: Approving a Professional Services Agreement between the City of Turlock and Dan Cortinovis, P.E., to conduct a Process Optimization Study for the Water Quality Control Facility, in an amount not to exceed \$4,992 (Non-General Fund 410-51-530.43320 "Special Services / Projects")
- I. Motion: Approving the purchase of two (2) new Ford ¾ ton F250 4 x 2 regular cab pickup trucks and one (1) new Ford ¾ ton F250 4 x 2 crew cab pickup truck, from Downtown Ford Sales, through the State of California Contract No. 1-14-23-20A pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 08(b)(5), without compliance to the formal bid procedure, in an amount not to exceed \$92,229
- J. Resolution: Authorizing the filing of an application, acceptance of an allocation of funds, and execution of a grant agreement with the California Department of Parks and Recreation for Land and Water Conservation Fund, for the Swanson Centennial Park Development Project
- K. Motion: Approving the preventative maintenance agreement with Intelli-Tech for annual maintenance for the fire suppression systems for a period of twelve (12) months, in an amount not to exceed \$2,422
- L. 1. Motion: Approving the purchase of one (1) Avatar III Robot and accessories through City of Long Beach Bid No. ITB PD 14-096, from Robotex of Sunnyvale, California, for the Turlock Police Department, in an amount not to exceed \$27,106
2. Resolution: Appropriating \$100 to account number 266-20-255-341.51107_003 "JAG Expenses 2014-DJ-BX-0893" to be funded via a transfer from account number 110-20-210.44001_033 "Supplies CRT/SWAT" to complete the funding for the Avatar III Robot purchase
- M. Motion: Approving the purchase of one (1) replacement Animal Control vehicle from National Auto Fleet Group (Wondries) in Alhambra, California, through the National Joint Powers Alliance (NJPA) master vehicle contract #102811, pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 08(b)(5), without compliance to the formal bid procedure, in an amount not to exceed \$45,056
- N. Resolution: Approving the purchase of two (2) replacement Fire Command Vehicles for Turlock Fire Department from Winner Chevrolet, Elk Grove, California, with emergency equipment and aftermarket installation provided by staff, from account number 506-00-000-304.51020 "Equipment Replacement," in an amount not to exceed \$86,000 per vehicle or \$172,000 total cost, pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 08(b)(5), without compliance to the formal bid procedure
- O. Resolution: Approving modifications to the job description for the position of Fire Division Chief-Operations, effective January 26, 2016
- P. Motion: Approving a Professional Services Agreement with J. Richard Hogue, FSA, for the preparation of 2015-16 actuarial reports for the City's Other Post Employment Benefit (OPEB) Plans, in an amount not to exceed \$5,000
- Q. Motion: Rejecting Claim for Damages filed by Mr. Gevargiz Shansoff
- R. Motion: Rejecting Claim for Damages filed by Jackie K. Curry

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 accept a report on the status of roadway conditions within the City of Turlock and establishing financial considerations for reaching a target, average Pavement Condition Index (PCI) of 80. (*Pitcock*)

Recommended Action:

Motion: Accepting a report on the status of roadway conditions within the City of Turlock and establishing financial considerations for reaching a target, average Pavement Condition Index (PCI) of 80

- B. Request to authorize the closure of various street sections within the City of Turlock on Sunday, April 10, 2016, from 6:30 a.m. to 5:30 p.m., for the Turlock Criterium Bicycle Race and authorizes the City Manager to apply appropriate conditions and restrictions. (*Pitcock*)

Recommended Action:

Resolution: Authorizing the closure of various street sections within the City of Turlock on Sunday, April 10, 2016, from 6:30 a.m. to 5:30 p.m., for the Turlock Criterium Bicycle Race and authorizing the City Manager to apply appropriate conditions and restrictions

- C. Request to approve the Memorandum of Understanding between the City of Turlock and Merced College to provide the college credit based Customer Service Academy program at the City of Turlock. (*Reynolds*)

Recommended Action:

Motion: Approving the Memorandum of Understanding between the City of Turlock and Merced College to provide the college credit based Customer Service Academy program at the City of Turlock

9. MATTERS TOO LATE FOR AGENDA/NON-AGENDA ITEMS**10. COUNCIL ITEMS FOR FUTURE CONSIDERATION****11. 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.

12. CLOSED SESSION

A. Threat to Public Services or Facilities, Cal. Gov't Code §54957(a)

"This chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions with the Governor, Attorney General, district attorney, agency counsel, sheriff, or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, a threat to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, or a threat to the public's right of access to public services or public facilities."

Consultation with: Police Chief Robert Jackson

13. ADJOURNMENT

2A

**IN HONOR OF
THE RETIREMENT OF
KENNETH (REX) WOOSTER
SENIOR WASTEWATER TREATMENT PLANT OPERATOR
JANUARY 5, 2016**

WHEREAS, Senior Wastewater Treatment Plant Operator Kenneth (Rex) Wooster has been employed by the City of Turlock since February 6, 1989; and

WHEREAS, Kenneth (Rex) Wooster has been instrumental in operating and maintaining the City's vital water, sewer and storm drain infrastructure for more than twenty-six (26) years; and

WHEREAS, since 2001, Kenneth (Rex) Wooster has assisted in overseeing the daily operations of the Wastewater Treatment Facility, providing guidance, training and mentoring to countless co-workers; and

WHEREAS, Kenneth (Rex) Wooster retired from his position as a Senior Wastewater Treatment Plant Operator effective January 5, 2016; and

WHEREAS, the City Council, by this recognition, wishes to express its great appreciation to Kenneth (Rex) Wooster for his dedicated service, loyalty, leadership, and commitment to the City of Turlock.

NOW, THEREFORE, I, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock and on behalf of the entire City Council, do hereby commend **Kenneth (Rex) Wooster** for his many years of valuable service and for the manner in which he has carried out his duties as a member of City staff.

IN WITNESS WHEREOF, I, GARY SOISETH, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 26th day of January, 2016.

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
 DEMANDS OF 12/17/15 THE AMOUNT OF }
 \$1,284,143.13; DEMANDS OF 12/31/15 IN }
 THE AMOUNT OF \$385,552.16 }
 _____ }

RESOLUTION NO. 2016-

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: |
|--------------------|--------------------------|
| 12/17/15 | \$1,284,143.13 |
| 12/31/15 | \$385,552.16 |

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of January, 2016, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

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

Payment Register

From Payment Date: 12/11/2015 - To Payment Date: 12/17/2015

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|-------------|--------|-------------|----------------------------|---------------------------|----------------------------|-----------------------|----------------------|------------|
| 105049 | 12/16/2015 | Open | | | Utility Management Refund | ASCHWANDEN, DIRK | \$15.15 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | | \$15.15 | |
| 105050 | 12/16/2015 | Open | | | Utility Management Refund | ASHLEY INVESTMENT | \$45.23 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | | \$45.23 | |
| 105051 | 12/16/2015 | Open | | | Utility Management Refund | BAKER, STEVE | \$225.38 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | | \$225.38 | |
| 105052 | 12/16/2015 | Open | | | Utility Management Refund | BIG VILLAGE ASSOCIATES LLC | \$226.87 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | | \$226.87 | |
| 105053 | 12/16/2015 | Open | | | Utility Management Refund | BLUE MOUNTAIN CONSTRUCTION | \$51.45 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | | \$51.45 | |
| 105054 | 12/16/2015 | Open | | | Utility Management Refund | BONANDER, JOE | \$142.58 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | | \$142.58 | |
| 105055 | 12/16/2015 | Open | | | Utility Management Refund | BUTZ, CLIFFORD | \$66.98 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | | \$66.98 | |
| 105056 | 12/16/2015 | Open | | | Utility Management Refund | COSTA, LUCIA | \$133.70 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | | \$133.70 | |
| 105057 | 12/16/2015 | Open | | | Utility Management Refund | ESTATE OF NARDIN JACOB | \$151.07 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | | \$151.07 | |
| 105058 | 12/16/2015 | Open | | | Utility Management Refund | GUERRERO, MARIA | \$84.32 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | | \$84.32 | |
| 105059 | 12/16/2015 | Open | | | Utility Management Refund | KIMBLE, BILL | \$109.21 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | | \$109.21 | |

5A1

Payment Register

From Payment Date: 12/11/2015 - To Payment Date: 12/17/2015

| | | Cash Account | Accounts Payable | Amount |
|--------|---------------------------|------------------|---------------------------|-------------|
| 105084 | 12/17/2015 Paying Fund | 110.11000 (Cash) | CPS HUMAN RESOURCE SVCS | \$2,394.00 |
| 105085 | 12/17/2015 Paying Fund | 420.11000 (Cash) | CULLIGAN INC | \$28.00 |
| 105086 | 12/17/2015 Paying Fund | 510.11000 (Cash) | DEPT INDUSTRIAL RELATIONS | \$22,982.39 |
| 105087 | 12/17/2015 Paying Fund | 410.11000 (Cash) | DOM'S ELECTRIC MOTOR SHOP | \$2,696.87 |
| 105088 | 12/17/2015 Paying Fund | 410.11000 (Cash) | FASTENAL COMPANY INC | \$468.38 |
| 105089 | 12/17/2015 Paying Fund | 410.11000 (Cash) | FINANCIAL CREDIT NETWORK | \$524.87 |
| 105090 | 12/17/2015 Paying Fund | 420.11000 (Cash) | GCR TIRES & SERVICE | \$1,755.90 |
| 105091 | 12/17/2015 Paying Fund | 420.11000 (Cash) | GDR ENGINEERING INC | \$2,646.00 |
| 105092 | 12/17/2015 Paying Fund | 420.11000 (Cash) | GOMES & SONS INC, JOE M | \$13,417.30 |
| 105093 | 12/17/2015 Paying Fund | 505.11000 (Cash) | GOMES PROPANE | \$78.47 |

Payment Register

From Payment Date: 12/11/2015 - To Payment Date: 12/17/2015

| Paying Fund | Cash Account | Amount |
|-------------|---|-------------------------|
| 105094 | 217 - Streets - Gas Tax 12/17/2015 Open | \$78.47 |
| | Paying Fund | |
| | Accounts Payable | \$1,252.77 |
| | GRAINGER INC, W W | |
| 105095 | 410 - WATER QUALITY CONTROL (WQC) 12/17/2015 Open | \$1,252.77 |
| | Paying Fund | |
| | Accounts Payable | \$87.27 |
| | HILMAR LUMBER INC | |
| 105096 | 410 - WATER QUALITY CONTROL (WQC) 12/17/2015 Open | \$113.00 |
| | Paying Fund | |
| | Accounts Payable | \$113.00 |
| | IMW INDUSTRIES LTD | |
| 105097 | 505 - Fleet 12/17/2015 Open | \$113.00 |
| | Paying Fund | |
| | Accounts Payable | \$22.35 |
| | INDEPENDENT ELECTRIC INC | |
| 105098 | 410 - WATER QUALITY CONTROL (WQC) 12/17/2015 Open | \$22.35 |
| | Paying Fund | |
| | Accounts Payable | \$13,386.71 |
| | J A MOMANEY SERVICES INC | |
| 105099 | 216 - Streets - Local Transportation 246 - Landscape Assessment 12/17/2015 Open | \$490.77 \$12,895.94 |
| | Paying Fund | |
| | Accounts Payable | \$3,105.47 |
| | JCS PROPERTIES LLC | |
| 105100 | 625 - Successor Agency - LMI 12/17/2015 Open | \$3,105.47 |
| | Paying Fund | |
| | Accounts Payable | \$195.20 |
| | JUSTUS LAWNMOWER SHOP INC | |
| 105101 | 110 - General Fund 12/17/2015 Open | \$195.20 |
| | Paying Fund | |
| | Accounts Payable | \$10.75 |
| | LANGUAGE LINE SERVICES | |
| 105102 | 110 - General Fund 12/17/2015 Open | \$10.75 |
| | Paying Fund | |
| | Accounts Payable | \$765.46 |
| | LEHIGH HANSON INC | |
| 105103 | 217 - Streets - Gas Tax 410 - WATER QUALITY CONTROL (WQC) 12/17/2015 Open | \$680.59 \$84.87 |
| | Paying Fund | |
| | Accounts Payable | \$50.00 |
| | LEXISNEXIS RISK SOLUTIONS FL INC | |
| 105104 | 110 - General Fund 12/17/2015 Open | \$50.00 |
| | Paying Fund | |
| | Accounts Payable | \$1,300.00 |
| | LINKO DATA SYSTEMS INC | |
| 105105 | 410 - WATER QUALITY CONTROL (WQC) 12/17/2015 Open | \$1,300.00 |
| | Paying Fund | |
| | Accounts Payable | \$311.97 |
| | MAGIC SANDS MOBILE HOME PARK | |
| 105106 | 625 - Successor Agency - LMI 12/17/2015 Open | \$311.97 |
| | Paying Fund | |
| | Accounts Payable | \$424.30 |
| | MME | |

Payment Register

From Payment Date: 12/11/2015 - To Payment Date: 12/17/2015

| | | | | | | | |
|--------|-----------------------------------|------------|------|------------------|------------------|---|-------------|
| 105107 | 217 - Streets - Gas Tax | 12/17/2015 | Open | 217.11000 (Cash) | Accounts Payable | MO-CAL OFFICE SOLUTIONS INC | \$424.30 |
| | Paying Fund | | | Cash Account | | | \$1,723.64 |
| 105108 | 110 - General Fund | 12/17/2015 | Open | 110.11000 (Cash) | Accounts Payable | MODESTO BEE | \$1,511.96 |
| | 255 - CDBG | 12/17/2015 | Open | 255.11000 (Cash) | Cash Account | | \$961.38 |
| | 410 - WATER QUALITY CONTROL (WQC) | 12/17/2015 | Open | 410.11000 (Cash) | Accounts Payable | MULBERRY MOBILE PARK | \$107.54 |
| | 420 - WATER | 12/17/2015 | Open | 420.11000 (Cash) | Cash Account | | \$444.10 |
| | 502 - Engineering | 12/17/2015 | Open | 502.11000 (Cash) | Accounts Payable | MODESTO BEE | \$149.53 |
| | Paying Fund | | | Cash Account | | | \$61.09 |
| 105109 | 410 - WATER QUALITY CONTROL (WQC) | 12/17/2015 | Open | 410.11000 (Cash) | Accounts Payable | MULBERRY MOBILE PARK | \$1,511.96 |
| | Paying Fund | | | Cash Account | | | \$216.68 |
| 105110 | 625 - Successor Agency - LMI | 12/17/2015 | Open | 625.11000 (Cash) | Accounts Payable | P G & E | \$11,771.76 |
| | Paying Fund | | | Cash Account | | | \$7,730.39 |
| 105111 | 110 - General Fund | 12/17/2015 | Open | 110.11000 (Cash) | Accounts Payable | PACIFIC STORAGE COMPANY | \$231.00 |
| | 217 - Streets - Gas Tax | 12/17/2015 | Open | 217.11000 (Cash) | Cash Account | | \$8.92 |
| | 410 - WATER QUALITY CONTROL (WQC) | 12/17/2015 | Open | 410.11000 (Cash) | Accounts Payable | | \$2,211.09 |
| | 426 - Transit - Fixed Route | 12/17/2015 | Open | 426.11000 (Cash) | Cash Account | | \$1,617.59 |
| | 505 - Fleet | 12/17/2015 | Open | 505.11000 (Cash) | Accounts Payable | PACIFIC STORAGE COMPANY | \$203.77 |
| | Paying Fund | | | Cash Account | | | \$231.00 |
| 105112 | 110 - General Fund | 12/17/2015 | Open | 110.11000 (Cash) | Accounts Payable | PLATT ELECTRIC SUPPLY | \$496.03 |
| | Paying Fund | | | Cash Account | | | \$445.42 |
| 105113 | 246 - Landscape Assessment | 12/17/2015 | Open | 246.11000 (Cash) | Accounts Payable | PRECISION CONCRETE CUTTING | \$4,795.78 |
| | 410 - WATER QUALITY CONTROL (WQC) | 12/17/2015 | Open | 410.11000 (Cash) | Accounts Payable | | \$50.61 |
| | Paying Fund | | | Cash Account | | | \$4,795.78 |
| 105114 | 301 - Capital Improvements | 12/17/2015 | Open | 301.11000 (Cash) | Accounts Payable | PROVOST AND PRITCHARD ENGINEERING GROUP | \$13,374.10 |
| | Paying Fund | | | Cash Account | | | \$13,374.10 |
| 105115 | 420 - WATER | 12/17/2015 | Open | 420.11000 (Cash) | Accounts Payable | QUALITY PET WASTE STATIONS | \$3,551.63 |
| | Paying Fund | | | Cash Account | | | \$887.91 |
| 105116 | 110 - General Fund | 12/17/2015 | Open | 110.11000 (Cash) | Accounts Payable | RANDIK PAPER CO | \$1,648.71 |
| | 217 - Streets - Gas Tax | 12/17/2015 | Open | 217.11000 (Cash) | Cash Account | | \$887.91 |
| | 246 - Landscape Assessment | 12/17/2015 | Open | 246.11000 (Cash) | Accounts Payable | | \$887.90 |
| | 410 - WATER QUALITY CONTROL (WQC) | 12/17/2015 | Open | 410.11000 (Cash) | Accounts Payable | | \$887.91 |
| | Paying Fund | | | Cash Account | | | \$1,648.71 |
| | 410 - WATER QUALITY CONTROL (WQC) | 12/17/2015 | Open | 410.11000 (Cash) | Accounts Payable | | \$1,648.71 |

Payment Register

From Payment Date: 12/11/2015 - To Payment Date: 12/17/2015

| Paying Fund | Cash Account | Amount |
|------------------------------|--|----------------|
| 105142 | 116 - Special Public Safety 12/17/2015 Open | \$290.00 |
| | Paying Fund | \$290.00 |
| 105143 | 116 - Special Public Safety 12/17/2015 Open | \$290.00 |
| | Paying Fund | \$290.00 |
| 105144 | 116 - Special Public Safety 12/17/2015 Open | \$290.00 |
| | Paying Fund | \$290.00 |
| 105145 | 116 - Special Public Safety 12/17/2015 Open | \$290.00 |
| | Paying Fund | \$290.00 |
| 105146 | 116 - Special Public Safety 12/17/2015 Open | \$290.00 |
| | Paying Fund | \$290.00 |
| 105147 | 116 - Special Public Safety 12/17/2015 Open | \$290.00 |
| | Paying Fund | \$290.00 |
| 105148 | 116 - Special Public Safety 12/17/2015 Open | \$290.00 |
| | Paying Fund | \$290.00 |
| 105149 | 116 - Special Public Safety 12/17/2015 Open | \$290.00 |
| | Paying Fund | \$290.00 |
| 105150 | 201 - Asset Forfeiture 12/17/2015 Open | \$64.00 |
| | Paying Fund | \$64.00 |
| | 201 - Asset Forfeiture | \$64.00 |
| Type Check Totals: | | \$1,284,143.13 |
| AP - Accounts Payable Totals | | \$1,284,143.13 |

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|------------|-------|--------------------|-------------------|
| | Open | 102 | \$1,284,143.13 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 102 | \$1,284,143.13 | \$0.00 |

| EFTs | Status | Count | Transaction Amount | Reconciled Amount |
|------|------------|-------|--------------------|-------------------|
| | Open | 0 | \$0.00 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |

Payment Register

From Payment Date: 12/11/2015 - To Payment Date: 12/17/2015

Total 0 \$0.00 \$0.00 \$0.00

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|------------|-------|--------------------|-------------------|
| | Open | 102 | \$1,284,143.13 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 102 | \$1,284,143.13 | \$0.00 |

Grand Totals:

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|------------|-------|--------------------|-------------------|
| | Open | 102 | \$1,284,143.13 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 102 | \$1,284,143.13 | \$0.00 |

| EFTs | Status | Count | Transaction Amount | Reconciled Amount |
|------|------------|-------|--------------------|-------------------|
| | Open | 0 | \$0.00 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Total | 0 | \$0.00 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|------------|-------|--------------------|-------------------|
| | Open | 102 | \$1,284,143.13 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 102 | \$1,284,143.13 | \$0.00 |

Payment Register

From Payment Date: 12/18/2015 - To Payment Date: 12/31/2015

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| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|--|--------|-------------|----------------------------|------------------------------|---|-----------------------|----------------------|------------|
| 105151 | 12/18/2015 | Open | | | Accounts Payable | FARIA, JAMIE | \$142.00 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | | \$142.00 | |
| 105152 | 12/18/2015 | Open | | | Accounts Payable | FRANCHISE TAX BOARD | \$406.65 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | | \$406.65 | |
| 105153 | 12/18/2015 | Open | | | Accounts Payable | SUPPORT PAYMENT CLEARING | \$439.13 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | | \$439.13 | |
| 105154 | 12/18/2015 | Open | | | Accounts Payable | TID | \$80.48 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 269 - Parks & Public Facilities Grants | | | 269.11000 (Cash) | | | | \$53.22 | |
| | 625 - Successor Agency - LMI | | | 625.11000 (Cash) | | | | \$27.26 | |
| 105155 | 12/18/2015 | Open | | | Accounts Payable | VIGILANT CANINE SERVICES INTERNATIONAL LLC | \$7,200.00 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 116 - Special Public Safety | | | 116.11000 (Cash) | | | | \$7,200.00 | |
| 105156 | 12/21/2015 | Open | | | Utility Management Refund | ARBUCKLE, TASHA, ELAINE | \$93.15 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | | \$93.15 | |
| 105157 | 12/21/2015 | Open | | | Utility Management Refund | BONANDER, JOE | \$143.94 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | | \$143.94 | |
| 105158 | 12/21/2015 | Open | | | Utility Management Refund | BORGES, PAUL | \$113.38 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | | \$113.38 | |
| 105159 | 12/21/2015 | Open | | | Utility Management Refund | FLORES, AIDA | \$148.79 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | | \$148.79 | |
| 105160 | 12/21/2015 | Open | | | Utility Management Refund | KOUBIAR, TED | \$201.29 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | | \$201.29 | |
| 105161 | 12/21/2015 | Open | | | Utility Management Refund | MATEL PROPERTY MANAGEMENT | \$96.31 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 420 - WATER | | | 420.11000 (Cash) | | | | \$96.31 | |
| 105162 | 12/21/2015 | Open | | | Accounts Payable | ALL VALLEY SMOG INC | \$148.50 | | |

Payment Register

From Payment Date: 12/18/2015 - To Payment Date: 12/31/2015

| Paying Fund | Cash Account | Amount |
|--|--|--------------|
| 110 - General Fund | 110.11000 (Cash) | \$24.75 |
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | \$123.75 |
| 12/21/2015 Open | Accounts Payable AT & T | \$31.74 |
| Paying Fund | Cash Account | Amount |
| 110 - General Fund | 110.11000 (Cash) | \$31.74 |
| 12/21/2015 Open | Accounts Payable AT&T MOBILITY | \$46.51 |
| Paying Fund | Cash Account | Amount |
| 110 - General Fund | 110.11000 (Cash) | \$46.51 |
| 12/21/2015 Open | Accounts Payable BB PRINTS IT LLC | \$180.68 |
| Paying Fund | Cash Account | Amount |
| 110 - General Fund | 110.11000 (Cash) | \$180.68 |
| 12/21/2015 Open | Accounts Payable CENTRAL SANITARY SUPPLY | \$604.47 |
| Paying Fund | Cash Account | Amount |
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | \$604.47 |
| 12/21/2015 Open | Accounts Payable CENTRAL VALLEY BUSINESS FORMS | \$828.71 |
| Paying Fund | Cash Account | Amount |
| 110 - General Fund | 110.11000 (Cash) | \$828.71 |
| 12/21/2015 Open | Accounts Payable CHAMPION INDUSTRIAL | \$432.64 |
| Paying Fund | Cash Account | Amount |
| 110 - General Fund | 110.11000 (Cash) | \$432.64 |
| 12/21/2015 Open | Accounts Payable CHARTER COMMUNICATIONS | \$648.98 |
| Paying Fund | Cash Account | Amount |
| 110 - General Fund | 110.11000 (Cash) | \$49.99 |
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | \$97.49 |
| 420 - WATER | 420.11000 (Cash) | \$42.50 |
| 501 - Information Technology | 501.11000 (Cash) | \$459.00 |
| 12/21/2015 Open | Accounts Payable CITY OF MODESTO | \$21,138.01 |
| Paying Fund | Cash Account | Amount |
| 420 - WATER | 420.11000 (Cash) | \$21,138.01 |
| 12/21/2015 Open | Accounts Payable COM-STRAT LLC | \$4,290.00 |
| Paying Fund | Cash Account | Amount |
| 112 - GF Reserve for Capital Purchases | 112.11000 (Cash) | \$4,290.00 |
| 12/21/2015 Open | Accounts Payable CRESCENT SURPLUS INC | \$679.44 |
| Paying Fund | Cash Account | Amount |
| 110 - General Fund | 110.11000 (Cash) | \$679.44 |
| 12/21/2015 Open | Accounts Payable CSJVRMA | \$172,081.00 |
| Paying Fund | Cash Account | Amount |
| 512 - Casualty Insurance | 512.11000 (Cash) | \$172,081.00 |
| 12/21/2015 Open | Accounts Payable CUMULUS RADIO CORP | \$1,950.00 |
| Paying Fund | Cash Account | Amount |
| 420 - WATER | 420.11000 (Cash) | \$1,950.00 |
| 12/21/2015 Open | Accounts Payable DOWNEY BRAND ATTORNEYS | \$4,684.00 |

Payment Register

From Payment Date: 12/18/2015 - To Payment Date: 12/31/2015

| Paying Fund | Cash Account | Amount |
|------------------------------|---|---|
| 105176 | 410 - WATER QUALITY CONTROL (WQC) 12/21/2015 Open | \$4,684.00 |
| | Accounts Payable | \$162.50 |
| | EAST SAN JOAQUIN WATER QUALITY COALITION | |
| 105177 | 420 - WATER 12/21/2015 Open | \$162.50 |
| | Accounts Payable | \$3,500.00 |
| | ELITE COMMAND TRAINING | |
| 105178 | 265 - Fire Department Grants 12/21/2015 Open | \$3,500.00 |
| | Accounts Payable | \$433.86 |
| | FASTENAL COMPANY INC | |
| 105179 | 410 - WATER QUALITY CONTROL (WQC) 12/21/2015 Open | \$433.86 |
| | Accounts Payable | \$6,434.46 |
| | FLUID COMPONENTS INTERNATIONAL LLC | |
| 105180 | 410 - WATER QUALITY CONTROL (WQC) 12/21/2015 Open | \$6,434.46 |
| | Accounts Payable | \$112.69 |
| | GRAINGER INC, W W | |
| 105181 | 410 - WATER QUALITY CONTROL (WQC) 12/21/2015 Open | \$112.69 |
| | Accounts Payable | \$123.77 |
| | GROENIGER & COMPANY | |
| 105182 | 420 - WATER 12/21/2015 Open | \$123.77 |
| | Accounts Payable | \$1,076.25 |
| | HARDERS PRINT SHOP INC | |
| 105183 | 110 - General Fund 204 - AB 939 Integrated Waste Mgmt 255 - CDBG 405 - Building 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 502 - Engineering 505 - Fleet 12/21/2015 Open | \$586.97 \$16.31 \$65.24 \$81.53 \$130.48 \$48.93 \$130.48 \$16.31 |
| | Accounts Payable | \$500.00 |
| | HINRICHS, ANDREW, T | |
| 105184 | 110 - General Fund 12/21/2015 Open | \$500.00 |
| | Accounts Payable | \$2,243.17 |
| | ITRON INC | |
| 105185 | 420 - WATER 12/21/2015 Open | \$2,243.17 |
| | Accounts Payable | \$9,425.00 |
| | KEMPER CPA GROUP LLP | |
| 105186 | 512 - Casualty Insurance 12/21/2015 Open | \$9,425.00 |
| | Accounts Payable | \$4,593.19 |
| | KUSTOM SIGNALS INC | |
| 266 - Police Services Grants | 266.11000 (Cash) | \$4,593.19 |

Payment Register

From Payment Date: 12/18/2015 - To Payment Date: 12/31/2015

| | | | | | | |
|--------|--|------------------|------------------|-------------------------------------|--------|-------------|
| 105198 | 110 - General Fund | 110.11000 (Cash) | | | | \$3,230.05 |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | | \$3,230.07 |
| | 420 - WATER | 420.11000 (Cash) | | | | \$3,230.07 |
| | 12/21/2015 | Open | Accounts Payable | RANDIK PAPER CO | | \$420.17 |
| | Paying Fund | Cash Account | | | Amount | |
| 105199 | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | | \$420.17 |
| | 12/21/2015 | Open | Accounts Payable | ROBIC REFRIGERATION INC | | \$672.89 |
| | Paying Fund | Cash Account | | | Amount | |
| 105200 | 110 - General Fund | 110.11000 (Cash) | | | | \$672.89 |
| | 12/21/2015 | Open | Accounts Payable | ROMEO MEDICAL CLINIC | | \$595.00 |
| | Paying Fund | Cash Account | | | Amount | |
| | 246 - Landscape Assessment | 246.11000 (Cash) | | | | \$99.00 |
| | 255 - CDBG | 255.11000 (Cash) | | | | \$115.00 |
| | 405 - Building | 405.11000 (Cash) | | | | \$68.00 |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | | \$214.00 |
| | 420 - WATER | 420.11000 (Cash) | | | | \$99.00 |
| 105201 | 12/21/2015 | Open | Accounts Payable | SAFETY-KLEEN CORPORATION | | \$148.80 |
| | Paying Fund | Cash Account | | | Amount | |
| 105202 | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | | \$148.80 |
| | 12/21/2015 | Open | Accounts Payable | SHARPENING SHOP | | \$9,069.66 |
| | Paying Fund | Cash Account | | | Amount | |
| | 110 - General Fund | 110.11000 (Cash) | | | | \$16.14 |
| | 112 - GF Reserve for Capital Purchases | 112.11000 (Cash) | | | | \$8,673.50 |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | | \$305.58 |
| | 420 - WATER | 420.11000 (Cash) | | | | \$74.44 |
| 105203 | 12/21/2015 | Open | Accounts Payable | SHORE CHEMICAL COMPANY | | \$130.40 |
| | Paying Fund | Cash Account | | | Amount | |
| 105204 | 420 - WATER | 420.11000 (Cash) | | | | \$130.40 |
| | 12/21/2015 | Open | Accounts Payable | SIERRA CHEMICAL CO | | \$11,044.90 |
| | Paying Fund | Cash Account | | | Amount | |
| 105205 | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | | | \$11,044.90 |
| | 12/21/2015 | Open | Accounts Payable | SPECIAL SERVICES GROUP LLC | | \$600.00 |
| | Paying Fund | Cash Account | | | Amount | |
| 105206 | 110 - General Fund | 110.11000 (Cash) | | | | \$600.00 |
| | 12/21/2015 | Open | Accounts Payable | STANISLAUS COUNTY CLERK RECORDER | | \$45.00 |
| | Paying Fund | Cash Account | | | Amount | |
| 105207 | 110 - General Fund | 110.11000 (Cash) | | | | \$45.00 |
| | 12/21/2015 | Open | Accounts Payable | T I D | | \$623.92 |
| | Paying Fund | Cash Account | | | Amount | |
| | 216 - Streets - Local Transportation | 216.11000 (Cash) | | | | \$389.51 |
| | 420 - WATER | 420.11000 (Cash) | | | | \$234.41 |
| 105208 | 12/21/2015 | Open | Accounts Payable | T I D | | \$152.72 |
| | Paying Fund | Cash Account | | | Amount | |

Payment Register

From Payment Date: 12/18/2015 - To Payment Date: 12/31/2015

| | | | | | | | |
|--------|--|------------|------------------|-------------------------|----------------------------------|-------------|-------------|
| 105209 | 410 - WATER QUALITY CONTROL (WQC) | 12/21/2015 | Open | Accounts Payable | TURF STAR | \$152.72 | \$194.18 |
| | Paying Fund | | | | | Amount | |
| 105210 | 410 - WATER QUALITY CONTROL (WQC) | 12/21/2015 | Open | Accounts Payable | TURLOCK JOURNAL | \$194.18 | \$275.70 |
| | Paying Fund | | | | | Amount | |
| 105211 | 410 - WATER QUALITY CONTROL (WQC) | 12/21/2015 | Open | Accounts Payable | UNITED RENTAL INC | \$275.70 | \$2,676.64 |
| | Paying Fund | | | | | Amount | |
| 105212 | 410 - WATER QUALITY CONTROL (WQC) | 12/21/2015 | Open | Accounts Payable | US BANK-VISA | \$2,676.64 | \$65,841.41 |
| | Paying Fund | | | | | Amount | |
| | 110 - General Fund | | | | | \$27,998.17 | |
| | 112 - GF Reserve for Capital Purchases | | | | | \$175.22 | |
| | 201 - Asset Forfeiture | | | | | \$1,921.40 | |
| | 203 - Animal Fee Forfeiture | | | | | \$479.88 | |
| | 204 - AB 939 Integrated Waste Mgmt | | | | | \$36.75 | |
| | 205 - Sports Facilities | | | | | \$4,117.63 | |
| | 217 - Streets - Gas Tax | | | | | \$2,856.56 | |
| | 225 - Transportation Tax | | | | | \$314.40 | |
| | 240 - Small Equipment Replacement | | | | | \$383.28 | |
| | 246 - Landscape Assessment | | | | | \$1,565.85 | |
| | 265 - Fire Department Grants | | | | | \$1,682.00 | |
| | 266 - Police Services Grants | | | | | \$1,090.40 | |
| | 270 - Recreation Grants | | | | | \$1,244.69 | |
| | 405 - Building | | | | | \$671.03 | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | | | \$14,149.50 | |
| | 420 - WATER | | | | | \$4,857.03 | |
| | 426 - Transit - Fixed Route | | | | | \$1,255.10 | |
| | 502 - Engineering | | | | | \$1,008.10 | |
| | 602 - Downtown Improvement Project | | | | | \$34.42 | |
| 105213 | 12/21/2015 | Open | Accounts Payable | UTILITY TELEPHONE, INC. | | \$795.79 | \$795.79 |
| | Paying Fund | | | | | Amount | |
| 105214 | 110 - General Fund | 12/21/2015 | Open | Accounts Payable | VALLEY FARM SUPPLY STORES INC | \$795.79 | \$876.06 |
| | Paying Fund | | | | | Amount | |
| 105215 | 506 - Vehicle/Equipment Replacement | 12/21/2015 | Open | Accounts Payable | VERIZON WIRELESS | \$876.06 | \$339.70 |
| | Paying Fund | | | | | Amount | |
| 105216 | 255 - CDBG | 12/21/2015 | Open | Accounts Payable | ZALREICH CHEMICAL CO INC | \$339.70 | \$17,694.89 |
| | Paying Fund | | | | | Amount | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | | | \$17,694.89 | |

Payment Register

From Payment Date: 12/18/2015 - To Payment Date: 12/31/2015

| | | | |
|-------|----|--------------|--------|
| Total | 71 | \$385,552.16 | \$0.00 |
|-------|----|--------------|--------|

| EFTs | Status | Count | Transaction Amount | Reconciled Amount |
|------|------------|-------|--------------------|-------------------|
| | Open | 0 | \$0.00 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Total | 0 | \$0.00 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|------------|-------|--------------------|-------------------|
| | Open | 71 | \$385,552.16 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 71 | \$385,552.16 | \$0.00 |

DRAFT

- 1. A. **CALL TO ORDER** –Mayor Soiseth called the meeting to order at 6:02 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Soiseth.
ABSENT: None
- B. **SALUTE TO THE FLAG:** The flag salute was led by Cub Scouts Troop 21.

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

- A. Mayor Soiseth presented a Proclamation to Jeff Santos and On-Track students in recognition of the On-Track Transition Program. Jeff Santos spoke on behalf of the students, staff and businesses that are involved with the On-Track program.
- B. Mayor Soiseth and Police Chief Rob Jackson recognized the exemplary professionalism exhibited by Police Officers Queray McMihelk, Matt Ulrich, Kristi Lavrar, Ed Meraz, Jonathan Yerzy, and Dispatchers Katie Layton and Jody Gill during a recent residential burglary. Gilbert Minjares praised the officers and dispatchers for their efforts. Councilmember Bublak acknowledged the calmness exhibited by Mr. Minjares and the professionalism of police staff.
- C. Stanislaus County Associate Planner Regina Valentine presented information on StanCOG Fiscal Year 2016/17 Unmet Transit Needs Assessment and upcoming workshops.
- D. Mayor Soiseth recommended that Councilmember Bublak be appointed as Vice Mayor for the 2016 calendar year.

Action: Motion by Councilmember Soiseth, seconded by Councilmember Jacob, appointing Councilmember Bublak as Vice Mayor for the 2016 calendar year. Motion carried 5/0 by the following vote:

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

- E. Mayor Soiseth recommended that Geoff Powers be appointed to fill a vacancy on the Planning Commission for a term set to expire on December 31, 2019.

Action: Motion by Councilmember Jacob, seconded by Councilmember Bublak, appointing Geoff Powers to fill a vacancy on the Planning Commission for a term set to expire on December 31, 2019. Motion carried 5/0 by the following vote:

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

DRAFT

F. Mayor Soiseth recommended that Michael Foster and Nicole Larson be appointed to fill vacancies on the Parks, Arts & Recreation Commission for terms set to expire on December 31, 2018.

Action: Motion by Councilmember Bublak, seconded by Councilmember Jacob, appointing Michael Foster to fill a vacancy on the Parks, Arts & Recreation Commission for a term set to expire on December 31, 2018. Motion carried 5/0 by the following vote:

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

Motion by Councilmember DeHart, seconded by Councilmember Jacob, appointing Nicole Larson to fill a vacancy on the Parks, Arts & Recreation Commission for a term set to expire on December 31, 2018. Motion carried 5/0 by the following vote:

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

G. Mayor Soiseth recommended that he be appointed as the City of Turlock's representative to The Alliance.

Action: Motion by Councilmember DeHart, seconded by Councilmember Nascimento, appointing Mayor Soiseth as the City of Turlock's representative to The Alliance. Motion carried 5/0 by the following vote:

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

H. Mayor Soiseth recommended that Interim City Manager Michael Cooke be appointed to the StanCOG Management and Finance Committee as Member.

Action: Motion by Councilmember Jacob, seconded by Councilmember Nascimento, appointing Interim City Manager Michael Cooke to StanCOG Management and Finance Committee as Member. Motion carried 5/0 by the following vote:

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

- I. Mayor Soiseth recommended that Fire Chief Robert Talloni be appointed as the City of Turlock’s alternate representative to the City/County Disaster Council.

Action: Motion by Councilmember Bublak, seconded by Councilmember Jacob, appointing Fire Chief Robert as the City of Turlock’s alternate representative to the City/County Disaster Council. Motion carried 5/0 by the following vote:

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

- J. Mayor Soiseth recommended the reappointment of Aaron Hackler as the City of Turlock’s representative to the Turlock Mosquito Abatement District.

Action: Motion by Councilmember DeHart, seconded by Councilmember Nascimento, reappointing Aaron Hackler as the City of Turlock’s representative to the Turlock Mosquito Abatement District. Motion carried 5/0 by the following vote:

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

- K. Mayor Soiseth recommended the appointment of Interim City Manager Michael Cooke as the City of Turlock’s representative to the Oversight Board to the Successor Agency to the Former Turlock Redevelopment Agency (Former RDA Employee) – Member.

Action: Motion by Councilmember DeHart, seconded by Councilmember Bublak, appointing Interim City Manager Michael Cooke as the City of Turlock’s representative to the Oversight Board to the Successor Agency to the Former Turlock Redevelopment Agency (Former RDA Employee) – Member. Motion carried 5/0 by the following vote:

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

- L. Mayor Soiseth recommended that Councilmember Nascimento be appointed as the Council Representative to the Turlock Public Library Partnership.

Action: Motion by Councilmember Jacob, seconded by Councilmember Bublak, appointing Councilmember Nascimento as the Council Representative to the Turlock Public Library Partnership. Motion carried 5/0 by the following vote:

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

3. A. SPECIAL BRIEFINGS:

1. CALIFORNIA STATE UNIVERSITY STANISLAUS

CSU Stanislaus ASI Student Government Relations Coordinator Nicole Larson provided information about activities at the University, including the completion of the union renovation plan, collaboration with other CSU system student body representatives to lobby for state funding, and recent efforts to create volunteer opportunities with the City of Turlock and throughout the community.

B. STAFF UPDATES

1. Policy Goals and Implementation Plan updates were provided by:

Administrative Services Director Kellie Jacobs-Hunter provided a status update for the Administrative Services area, including a quarterly report on the success rate of internal employees applying for openings, filling the Fire Chief vacancy, a forthcoming quarterly report on implementation of a 60-day recruitment process, financial information including a mid-year budget review, quarterly budget updates, and an "amended to final" budget report to come before Council in February, providing user friendly financial data and showcase of financial information from the 2-year budget, and the launch of the newly designed City website.

Parks, Recreation & Public Facilities Director Allison Van Guilder provided an update on that status of a Recreation Facility Feasibility Study, completion of the request for proposal (RFP) process, with a contract to be brought before Council in February.

Police Chief Robert Jackson provided an update on the K9 Unit, including that two dogs have been purchased, handlers have been assigned, and training is ongoing.

2. Development Services Director Mike Pitcock provided an update on Capital Projects and Building Activity, including the Council Chamber Upgrade, funding sources for the upgrade, and the Skate Park project.
3. Assistant to the City Manager for Economic Development/Housing Program Services Maryn Pitt announced the City of Turlock was the recipient of a California Partnership for the San Joaquin Valley on Job Creation award. Ms. Pitt presented the award to the Mayor and Council.
4. Senior Recreation Supervisor Karen Packwood provided an update on the annual Christmas Parade, including information about float entries and estimated attendance of between 30,000 and 35,000 people. Ms. Packwood thanked the many sponsors and presented certificates to Winton Ireland Strom & Green Insurance, Cub Scouts Troop 21, Curves, Off- Road Renegades, Live Nativity, and Medeiros Elementary for winning their individual categories.



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5. Senior Recreation Supervisor Karen Packwood introduced CSU Stanislaus Kinesiology students. Student Channing Wilson provided information about the 100 Citizens program, including the program's purpose of improving the health and well-being of the community through physical fitness. Ms. Wilson also noted the importance of bringing awareness to the community about programs, activities and facilities provided through the Parks, Recreation & Public Facilities department.
6. Regulatory Affairs Manager Garner Reynolds provided information about an Advisory Notice received by the City of Turlock regarding 1, 2, 3 Trichloropropane and associated notification requirements.

C. PUBLIC PARTICIPATION

Mayor Soiseth noted the public hearing for Item 6A was closed, and that this would be the appropriate time to speak related to Item 6A.

Gilbert Minjares thanked the Vice Mayor and Council for the recognition he received earlier in the meeting related to his recent burglary and praised the City of Turlock's first responders. Mr. Minjares then spoke against the treatment he received while trying to obtain a police report for his client and urged the City Council to look into the matter.

Mayor Soiseth recessed the meeting at 7:00 p.m.

Mayor Soiseth readjourned the meeting at 7:10 p.m.

Turlock Children's' Librarian Michele Coxford thanked Mayor Soiseth for participating in a recent library story time and provided information about upcoming activities at the library, including Lego Day, a new magnet program, a presentation by the Great Valley Museum about magnets, Wiggle Worms, and story time.

Milt Trieweiler spoke regarding the City of Turlock's future including quality of life issues and smart growth.

"Jesse" spoke regarding medical marijuana and provided information about his recent attendance at a County Council meeting at which the regulation and industrialization of medical marijuana was discussed. "Jesse" stressed the urgency of the workshop granted by the Council to discuss medical marijuana. He also asked that the Turlock Council cooperate with County Council and look at potential opportunities for increased revenue.

Mike Theis inquired about any marijuana workshops that have been scheduled and against the request by a private school to close a local roadway for reasons including his belief in the separation of church and state.

Kim Theis spoke in favor of safe access to medical marijuana, the City holding a medical marijuana workshop, and offered to help in moving forward with the issue.



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

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

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

C. DISCLOSURE OF EX PARTE COMMUNICATIONS

- 1. Public Hearing Item 7A is a quasi-judicial proceeding. Council should disclose the following information if applicable
 - a. State for the public record the nature of the communication; and
 - b. With whom the ex parte communication was made; and
 - c. A brief statement as to the substance of the communication.

There were no disclosures of ex parte communications.

5. CONSENT CALENDAR:

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

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

- A. **Resolution No. 2016-001** Accepting Demands of 11/19/15 in the amount of \$1,657,407.92; Demands of 11/26/15 in the amount of \$356,246.43; Demands of 12/3/15 in the amount of \$828,934.82
- B. *Motion:* Accepting Minutes of Regular Meeting of December 8, 2015
- C. *Motion:* Accepting improvements and authorizing the City Engineer to file a Notice of Completion for Traditions No. 6 Subdivision, City Project No. 1432
- D. **Resolution No. 2016-002** Initiating proceedings for the formation of Hilmar Cheese Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 15-33
- E. **Resolution No. 2016-003** Initiating proceedings for the formation of Taco Bell Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 15-34
- F. **Resolution No. 2016-004** Initiating proceedings for the formation of Dust Bowl Brewery Landscaping and Lighting Assessment District and the Street Maintenance Benefit Assessment Area, Development Project No. 15-35
- G. *Motion:* Approving Amendment No. 2 to the agreement with The Shalleck Collaborative, Inc., in the amount of \$822.50 for City Project No. 14-26A, "RFP Council Chamber Improvements"
- H. **Resolution No. 2016-005** Authorizing the closure of Soderquist Road, between Fulkerth Road and West Canal Drive, beginning Friday, January 29, 2016, and ending Sunday, January 31, 2016, with closure times as specified in an approved traffic control plan, in support of the Turlock Swap Meet event at the Stanislaus County Fairgrounds

- I. 1. Motion: Approving a Professional Services Agreement between the City of Turlock and West Yost Associates for the preparation of the 2015 Urban Water Management Plan in an amount not to exceed \$81,840, (Non-General Fund 420-52-550.43320 "Special Services/Projects")
2. **Resolution No. 2016-006** Appropriating \$81,840 to account number 420-52-530.43320 "Special Services/Projects" to be funded from Water Enterprise Fund 420 Operating Reserves to fully fund the 2015 Urban Water Management Plan preparation
- J. 1. Motion: Approving the services agreement between the City of Turlock and New World Systems for implementation and training services for Contract Accounting software
2. **Resolution No. 2016-007** Appropriating \$6,400 to account number 240-00-000-200.51005_002 "Communications Financial Software" from Fund 240 "Small Equipment Replacement-General Administration" reserve balance for New World Systems Contract Accounting software implementation and training services
- K. **Resolution No. 2016-008** Adopting the 2016 City Council Meeting Schedule

6. FINAL READINGS:

- A. **Ordinance No. 1217-CS**, Amending Turlock Municipal Code Title 5, Chapter 21 prohibiting all Commercial Cannabis Activities, prohibiting Cannabis Deliveries within the City, prohibiting all Activities for which a License is required under the Medical Marijuana Regulation and Safety Act, and prohibiting Cultivation of Cannabis for Non-Commercial Purposes in the City of Turlock as introduced on December 12, 2015, was passed and adopted 5/0 by the following vote:

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

- Ordinance No. 1218-CS**, Amending Turlock Municipal Code Title 3, Chapter 1 regarding Business Licenses providing that the City shall not approve licenses or uses for a medical marijuana collective, cooperative, dispensary or any other commercial cannabis (marijuana) activity including distribution, cultivation, manufacturing, transportation, delivery, testing, or processing of medical marijuana, and the City shall not approve licenses or uses for any activity that requires a license or any other authorization or approval under the Medical Marijuana Regulation and Safety Act as introduced on December 12, 2015, was passed and adopted 5/0 by the following vote:

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

- B. **Ordinance No. 1219-CS**, Amending Turlock Municipal Code Title 7, Chapter 2 regarding maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches as introduced on December 12, 2015, was passed and adopted 5/0 by the following vote:

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

Ordinance No. 1220–CS, Amending Turlock Municipal Code Title 7, Chapter 7 regarding maintenance of street trees as introduced on December 12, 2015, was passed and adopted 5/0 by the following vote:

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

7. PUBLIC HEARINGS

- A. Fire Marshal Mark Gomez presented the staff report on the request for approval establishing a lien for payment for the abatement of certain weeds, obnoxious growth and other debris on property and abandoned vehicles that are a nuisance to the public.

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

Action: **Resolution No. 2015-009** Assessing properties for abatement costs and establishing a lien for payment was introduced by Councilmember Jacob, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

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

- B. Deputy Director of Development Services/Planning Debbie Whitmore presented the staff report on the request to call a special mailed ballot election, declare the results, and order the Annexation No. 23 (The Vista Student Housing) to Community Facilities District No. 2 (Services Mitigation).

City Clerk Kellie Weaver confirmed: a) Proof of Publication of Notice of Public Hearing; b) Signed Waiver and Consent; c) Completed and Signed Ballot and d) Signed Certificate of Clerk Regarding Receipt of Property Owner Waiver and Consent Form and Ballot Declaring Election Results.

Mayor Soiseth opened the public hearing. No one spoke. No protests were received. Mayor Soiseth closed the public hearing.

Action: **Resolution No. 2015-010** Calling a Special, Mailed-Ballot Election respecting Proposed Annexation No. 23 (The Vista Student Housing) to existing Community Facilities District No. 2 (Services Mitigation) was introduced by Councilmember Bublak, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

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

Resolution No. 2015-011 Declaring the results of Mailed-Ballot Election respecting Proposed Annexation No. 23 (The Vista Student Housing) to Community Facilities District No. 2 (Services Mitigation) and ordering annexation was introduced by Councilmember Nascimento, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

8. SCHEDULED MATTERS:

- A. Parks, Recreation & Public Facilities Manager Allison Van Guilder presented the staff report on the request to determine Phase I of the Turlock Municipal Airport Runway 12/30 Widening Project is exempt from the California Environmental Quality Act Pursuant to CEQA Guidelines Section 15301 (Existing Facilities) and that the project is categorically excluded from the provisions of NEPA, pursuant to FAA Order 1050.1E Chapter 3. 310 for Facility Siting, Construction and Maintenance (310e); and authorize the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the Federal Aviation Administration for the Turlock Municipal Airport Phase I, Runway 12/30 Widening Project.

Council and staff discussion included airport funding, identification of additional match funding for Phase 2 of the project and the level of pressure being exerted by the FAA related to compliance.

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

Action: **Resolution No. 2016-012** Determining that the Phase I of the Turlock Municipal Airport Runway 12/30 Widening Project is Exempt from the California Environmental Quality Act Pursuant to CEQA Guidelines Section 15301 (Existing Facilities) and determining the project is categorically excluded from the provisions of NEPA, pursuant to FAA Order 1050.1E Chapter 3. 310 for Facility Siting, Construction and Maintenance (310e) was introduced by Council was introduced by Councilmember Jacob, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

Resolution No. 2016-013 Authorizing the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the Federal Aviation Administration for the Turlock Municipal Airport Phase I, Runway 12/30 Widening Project was introduced by Councilmember DeHart, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

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

9. NON-AGENDA ITEMS: None

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION

11. COUNCIL COMMENTS:

Councilmember DeHart noted his upcoming attendance at an Institute for Local Government conference pertaining to immigration integration.

Mayor Soiseth noted his upcoming attendance at the Winter Meeting of the U.S. Conference of Mayors, including presenting at the Mayors Water Council meeting about the North Valley Regional Recycled Water Project and Surface Water Project.

Councilmember DeHart noted his upcoming attendance at a League of California Cities Policy Board meeting in Sacramento.

12. CLOSED SESSION:

City Attorney Phaedra Norton announced that Closed Session Item 12C would be continued to the February 9, 2016 City Council meeting and then introduced Closed Session Items 12A and 12B.

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

Action: No reportable action.

B. Conference with Real Property Negotiators, Cal. Gov't Code §54956.8
"Notwithstanding any other provisions of this chapter, a legislative body of a local agency may hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease."
 Property: 1030 East Avenue, Turlock, CA (APN No. 043-050-016-000)
 Agency Negotiator: Michael Cooke
 Negotiating Parties: Manuel Lima (Turlock Columbian Properties Incorporated)
 Under Negotiation: Price and terms of payment

Action: No reportable action.

- C. **Continued to the February 9, 2016 City Council Meeting:**
Conference with Legal Counsel – Existing Litigation, Cal. Gov't Code §54956.9(d)(1)
"For purposes of this section, litigation shall be considered pending when any of the following circumstances exist... Litigation, to which the local agency is a party, has been initiated formally."
Name of Case: County of Stanislaus v. City of Modesto, City of Turlock; Modesto Garbage Co., Inc.; and Does 1 through 100, inclusive
- Action:** None. Item continued.

13. **ADJOURNMENT:**

Motion by Councilmember DeHart, seconded by Councilmember Jacob, to adjourn at 7:47 p.m.
Motion carried unanimously.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk



Council Synopsis

5c

January 26, 2016

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

Prepared by: Rich Fultz, PLS.
City Land Surveyor

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Professional Services Agreement with Associated Engineering Group, of Modesto, California, for professional land surveying services, in an amount not to exceed \$13,200 (Fund 215), for City Project No. 13-65, "Traffic Signal at N. Olive and Wayside"

2. DISCUSSION OF ISSUE:

The City of Turlock engineering staff is currently working on the design for the North Olive Avenue and Wayside Drive Traffic Signal. The alignment of North Olive Avenue is subject to change from the existing alignment. The proposed alignment will be consistent with the adopted Official Plan Line for North Olive Avenue. The Official Plan Line was recorded December 30, 1971 with the Stanislaus County Recorder. There have been many surveys and maps recorded in this area which utilized the Official Plan Line as a basis for their individual right-of-way alignments. Per the results of the initial boundary surveying staff has completed thus far, several discrepancies have been identified. The California Professional Land Surveyor's Act (PLSA), Section 8762 governs Professional Land Surveyors regarding the requirement to file a Record of Survey with the County Surveyor. Due to the apparent discrepancies and evidence that might result in an alternative boundary solution, we are required to complete a Record of Survey per PLSA 8762. The City Land Surveyor does not currently have the staffing resources to complete the Record of Survey within the timelines required by the Federal Grant.

Roger Gregg was the City Engineer for the City of Turlock during the time in which the Official Plan Line was created and has been in private practice in the City of Turlock for more than 45 years. Roger Gregg, having completed many of the surveys and maps in this area, has recently contracted with Associated Engineering Group as a consultant. Roger Gregg's institutional knowledge of this area and the private records his office maintains will allow Associated Engineering Group to provide the best solution in producing the Record of

Surveyor to utilize, therefore resulting in a different boundary resolution. The paramount goal of a Land Surveyor performing boundary resolution is to accurately retrace the footsteps of the previous Land Surveyors. Associated Engineering Group is the firm best suited to complete this Land Surveying project.

3. BASIS FOR RECOMMENDATION:

- A. A Record of Survey is needed because re-alignment of North Olive Avenue must follow the officially adopted plan line in connection with Project 13-65, "Intersection Improvements at N. Olive Ave. and Wayside Dr."
- B. Funding is available in Fund 215-40-420.51210 Federal Street Projects

Policy Goal and Implementation Plan Initiative:

Policy Goal #6: Intelligent, Planned, Managed Growth

General Principles:

- 1. A well-planned community requires detailed short and long-range planning that implements its General Plan to support growth and development by responding to the community's needs, protecting property values, promoting economic development and conserving environmental resources.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Sufficient funds are available in account number 215-40-420.51210 Federal Street Projects

Note: No general funds will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Not approve an agreement with Associated Engineering Group at this time. This is not recommended, as Associated Engineering Group has access to private records and institutional knowledge that provides them with an

advantage to accurately and expeditiously complete this particular Record of Survey. Furthermore, it is necessary that this Record of Survey be completed as soon as possible, as Grant requirements for design, environmental, and right of way activities in 2016 may not be met if the Record of Survey is not completed in the near future.

- B. Not approve an agreement for a Record of Survey with any Land Surveyor. This is not recommended because the re-alignment of North Olive Avenue must follow the officially adopted Plan Line or the City will need to amend the Plan Line. The project time line does not allow for an amendment process.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
Associated Engineering Group
for
The North Olive Avenue Record of Survey
CITY PROJECT NO. 13-65

THIS AGREEMENT is made this 26th day of January, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and Associated Engineering Group, a Professional Land Surveying, Engineering and Planning Firm, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for Professional Land Surveying services; and

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

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

1. SCOPE OF WORK: CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Exhibit "A" CONSULTANT shall provide Services that are acceptable to CITY.

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

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

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit "A" as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit "A" and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Thirteen Thousand Two Hundred and 00/100^{ths} Dollars (\$13,200.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective February 1, 2016 and end August 1, 2016, subject to CITY's availability of funds.

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

(a) Minimum Scope of Insurance: When applicable, 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.

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Upon request of CITY, any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT 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 insured with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (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, CONSULTANT's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONSULTANT's insurance and shall not contribute with it.

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

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

(e) **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

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

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

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

7. INDEMNIFICATION: CONSULTANT shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates

to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful misconduct of CITY.

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default

of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

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

13. 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. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the 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 CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

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

news releases from CITY through the City Manager.

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

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

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

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

21. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of the California Labor Code including, but not limited to, Section 1776 regarding payroll records, and shall require its subconsultants 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 CONSULTANT'S charges to CITY under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

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

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

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

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

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 CONSULTANT: ASSOCIATED ENGINEERING GROUP
628 CRANE AVENUE
TURLOCK, CALIFORNIA, 95380
PHONE: (209)632-2217**

for CITY: **CITY OF TURLOCK**
Mike Pitcock
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4430
FAX: (209) 668-5563

34. CITY CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Rich Fultz, City Land Surveyor
Development Services Department
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-5599 Ext. 4437
E-mail: rfultz@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

ASSOCIATED ENGINEERING GROUP

By: _____
Gary Soiseth, Mayor
or

By: _____

Michael I. Cooke, Interim City Manager

Title: _____

Print name: _____

Date: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT "A"
PROFESSIONAL CONSULTING SERVICES
RECORD OF SURVEY – NORTH OLIVE AVENUE
CITY OF TURLOCK, CALIFORNIA
DECEMBER 8, 2015

1. LOCATION:

The subject site, being the North Olive Avenue Right of Way between Hawkeye Avenue on the North and Canal Drive on the South, situate within the City of Turlock, State of California and lying within a portion of the North half of Section 14, T. 5 S., R. 10 E., M.D.M.

2. CLIENT:

City of Turlock, Development Services
Land Development
c/o: Rich Fultz, City Land Surveyor
156 S. Broadway, Suite 150
Turlock, CA 95380
Phone: (209) 668-5599, x 4437
Email: RFultz@turlock.ca.us

3. SCOPE OF SERVICES:

This project, being the professional land surveying services to be provided in conjunction with the establishment of the current deeded right-of-way of North Olive Avenue between the cross streets of Hawkeye Avenue and Canal Drive pursuant to grant deeds and available record maps, shall include the following:

A. FIELD SURVEY & RECORD PLAT

1. Perform necessary research of Roger L. Gregg, Inc. records within or near project limits, available record maps, grant deeds and base sheets previously prepared by city land surveying staff to aid in an objective understanding of the title history of the subject project rights-of-ways.
2. Perform field surveying services necessary for establishment of sound inter-visible horizontal control throughout the project limits utilizing the City of Turlock's horizontal control network (20- S-56).
3. Perform field surveying services necessary for tying in the recoverable monuments depicted on available Gregg records, record maps, deeds and city base plat to aid in establishing subject right of way lines and center lines. This task to include the location of available monuments to aid in establishment of the cross streets within project limits. (Wayside Ave & Starr Ave)
4. Perform calculations and analyze raw field data in relation to available record documents and prepare preliminary base sheet of the subject site existing rights-of-way and center lines.
5. Upon completion of a preliminary base sheet of the subject site, perform necessary field surveying services to verify previously prepared topographic survey prepared by city and incorporate said topo into base sheet and detail existing city infrastructure (curbs, gutter & sidewalk) which encroach outside of existing rights-of-way.
6. Utilizing completed base sheet, prepare a Record of Survey plat reflecting surveyor's opinion of established right-of-way lines and center lines of subject streets depicting the location of all found monuments of record in relationship to said lines and to be drafted at a scale which is easily readable with details as necessary to include any found city encroachments.
7. Research and review available deeds and recorded plan line of North Olive Avenue, calculate and plat surveyor's opinion of said plan line and overlay same onto base sheet and Record of Survey plat.

A. FIELD SURVEY & RECORD PLAT (Continued)

8. Submit plat and supporting documents to the City Surveyor for review and approval.
9. Review city comments and address as necessary.
10. Upon approval of City Surveyor, submit plat and supporting documents to Stanislaus County Surveyors Office for review, final approval and recordation.
11. Upon completion of office calculations and agency review, set required monuments as reflected on record of survey plat.
12. Upon final review and approval of Record of Survey Plat, prepare a digital drawing file and submit same for cities future use.
13. County Review and Recording fee for Record of Survey (Est. \$720.00+/-) included in this task total.

TOTAL FEE ITEM A\$13,200.00

4. TOTAL ESTIMATED FEE (ITEM A) \$13,200.00

Estimate is based on Associated Engineering Group, Inc. current **prevailing wage rate** and that the monuments depicted on previous recorded surveys/maps in the survey vicinity are correct and recoverable. Upon discovery of absence of recorded monuments necessary to establish the required basis of the survey, you will be notified prior to proceeding with further work as to an estimated cost of expanding control surveying necessary to retrace or establish said basis.

5. COMPENSATION FOR SERVICES

A. Fees are due and payable in the amount and in accordance with the above referenced scope of services. Invoicing shall be on a monthly schedule and reflect that portion of the scope of services of which consultant has completed. All payments shall be due at receipt of invoice unless otherwise specified in this agreement.

B. Should for any reason the due and payable portion of the above referenced scope of services fee schedule become delinquent, the Owner/Client agrees to pay a monthly late payment charge which will be the lesser of 1.5% per month or a monthly charge equal to the maximum legal amount which will be applied to any unpaid balance due commencing thirty (30) days after the date of original invoice.



Council Synopsis

January 26, 2016

5D

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

Prepared by: Randall E. Jones, Assistant Engineer

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 1 (Final) in the amount of \$916 (Fund 216) for City Project No. 15-58, "Pedestrian Striping Upgrades, Various Locations" bringing the contract total to \$97,166

Motion: Accepting improvements for City Project No. 15-58, "Pedestrian Striping Upgrades, Various Locations," and authorizing the City Engineer to file a Notice of Completion

Resolution: Appropriating \$4,000 to account number 216-40-422.51221 "LTF Non-motorized Projects" to be funded via a transfer from Fund 217 "Gas Tax Section 2103" unappropriated reserves for City Project No. 15-58, "Pedestrian Striping Upgrade, Various Locations," to complete the necessary funding required for the project

2. DISCUSSION OF ISSUE:

On September 8, 2015, Council awarded a contract in the amount of \$96,250 to Crisp Company, Inc. of Fremont, CA, for "Pedestrian Striping Upgrades, Various Locations."

| Change Order History | Amount | City Council Meeting |
|-------------------------|----------|----------------------|
| Original Contract | \$96,250 | September 8, 2015 |
| Change Order No. 1 | \$ 916 | January 26, 2016 |
| Adjusted Contract Total | \$97,166 | |

Change order No. 1 (Final) includes:

1. Adjustment of Quantities (\$916)

The quantities estimated at the time of bidding were an estimate and used to compare bids. The contract documents state the City will adjust the quantities to reflect the actual quantities used. The quantity changes were additional striping removal needed to complete the project and a reduction in the amount of thermoplastic installed.

All changes have been installed in accordance with the Contract Documents and in accordance with the Standard Specifications and Drawings and as directed by the City Engineer.

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.

Policy Goal and Implementation 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:

Staff requests the above appropriation and transfer of an additional \$4,000 from fund 217 Gas Tax Section 2103 Unappropriated Reserves. The total costs of the project amounts to \$114,000; of which \$110,000 had been previously appropriated. With the above appropriation, funds will be available in account number 216-40-422.51221 for all project costs including this Contract Change Order No. 1 (Final). The original contract amount of \$96,250 will be increased in the amount of \$916, bringing the total contract to \$97,166.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This action does not affect the determination made by Council on September 8, 2015. This project remains exempt from the provisions in accordance with Section 15301.

7. ALTERNATIVES:

- A. Not accept notification of Change Order No. 1 (Final). This option is not recommended by Staff because the extra work specified was needed to comply with City Standards, as well as the project plans and specifications.

- B. Not authorize the City Engineer to file a Notice of Completion. This option is not recommended by Staff because in order to properly close out a public works projects a Notice of Completion is required.



CONTRACT CHANGE ORDER

Date issued: 26-Jan-16 **Change Order No.:** 1 (FINAL)
Project Name: Pedestrian Striping Upgrades, Various Locations

Chrisp Company
 43650 Osgood Rd.
 Fremont, CA 95539

Project No.: 15-58
Contract For: \$96,250.00
Contract Award Date: September 8, 2015

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) | - | - | - | \$97,166.00 |
| Contractor's Bid Amount for Bid Items | - | - | - | \$96,250.00 |
| Subtotal of Difference | | | | \$916.00 |
| Total this CCO= | | | | \$916.00 |
| <i>The original contract sum =</i> | | | | \$96,250.00 |
| <i>Net change by previous change orders =</i> | | | | \$0.00 |
| <i>The project total will be increased by the following =</i> | | | | \$916.00 |
| <i>The new contract sum including this change order will be =</i> | | | | \$97,166.00 |
| <i>The contract time will be changed by 0 working days. The scheduled completion date is unchanged.</i> | | | | |

Accepted: _____ **Date:** _____
Contractor

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

Approved: _____ **Date:** _____
Michael I. Cooke, Interim City Manager

CITY OF TURLOCK

FINAL QUANTITIES

Pavement Striping Upgrades, Various Locations

Project No. 15-58

| Item No. | Item Description | Unit of Measure | Contractor's Unit Price | Final Actual Quantities | Final Actual Amount | Bid Quantities | Bid Amount | Total Difference |
|----------|--|-----------------|-------------------------|-------------------------|---------------------|----------------|--------------------|------------------|
| 1 | Mobilization | LS | \$4,625.00 | 100% | \$4,625.00 | 100% | \$4,625.00 | \$0.00 |
| 2 | Removal of existing thermoplastic striping | LF | \$2.50 | 7,691 | \$19,227.50 | 3,412 | \$8,530.00 | \$10,697.50 |
| 3 | Install 12" thermoplastic striping, white | LF | \$3.50 | 13,700 | \$47,950.00 | 16,524 | \$57,834.00 | (\$9,884.00) |
| 4 | Install 12" thermoplastic striping, yellow | LF | \$3.50 | 5,841 | \$20,443.50 | 5,824 | \$20,384.00 | \$59.50 |
| 5 | Install Detail 39 | LF | \$1.00 | 860 | \$860.00 | 802 | \$802.00 | \$58.00 |
| 6 | Install Detail 39A | LF | \$1.00 | 300 | \$300.00 | 300 | \$300.00 | \$0.00 |
| 7 | Install pavement markings, white | SF | \$5.00 | 152 | \$760.00 | 155 | \$775.00 | (\$15.00) |
| 8 | Traffic control | LS | \$3,000.00 | 100% | \$3,000.00 | 100% | \$3,000.00 | \$0.00 |
| | SUB-TOTAL CONTRACT ITEMS = | | | | \$97,166.00 | | \$96,250.00 | \$916.00 |
| C.O. # | CHANGE ORDERS | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | SUB-TOTAL CHANGE ORDER ITEMS = | | | | \$0.00 | | \$0.00 | \$0.00 |
| | TOTAL PROJECT = | | | | \$97,166.00 | | \$96,250.00 | \$916.00 |

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

**NOTICE OF COMPLETION
CITY PROJECT NO. 15-58
PEDESTRIAN STRIPING UPGRADES, VARIOUS LOCATIONS**

Notice is hereby given that work on the above-referenced project located in the City of Turlock right-of-way at various locations, was completed by the undersigned agency on January 26, 2016. The contractor of work is Chrisp Company, Inc., 43650 Osgood Road, Fremont, California, 94539 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 January 27, 2016 at Turlock, California, Stanislaus County

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$4,000 TO ACCOUNT NUMBER 216-40- }
422.51221 "LTF NON-MOTORIZED }
PROJECTS" TO BE FUNDED VIA A }
TRANSFER FROM FUND 217 "GAS TAX }
SECTION 2103" UNAPPROPRIATED }
RESERVES FOR CITY PROJECT NO. }
15-58, "PEDESTRIAN STRIPING }
UPGRADES, VARIOUS LOCATIONS," TO }
COMPLETE THE NECESSARY FUNDING }
REQUIRED FOR THE PROJECT }
_____ }

RESOLUTION NO. 2016-

WHEREAS, Council previously awarded a contract to provide thermoplastic striping improvements within the roadway to increase visibility of pedestrian and bicycle markings in the interests of pedestrian and bicyclist safety as further described in City Project No. 15-58, "Pedestrian Striping Upgrades, Various Location," and

WHEREAS, funds designated for roadway improvement projects currently exist with Fund 217 Gas Tax Section 2103 and these funds are available for the above referenced project; and

WHEREAS, the appropriation of the above referenced funds totaling \$4,000, when combined with the existing funds budgeted will result in a new budgeted amount of \$114,000, which will provide the necessary funding for the above referenced project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$4,000 to account number 216-40-422.51221, "LTF Non-motorized Projects," to be funded via a transfer from Fund 217 "Gas Tax Section 2103" unappropriated reserves for City Project No. 15-58, "Pedestrian Striping Upgrades, Various Locations," to complete the necessary funding required for the project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

5E

January 26, 2016

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

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

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving a retainer agreement for Fiscal Years 2016/17 through 2019/20 in an amount not to exceed \$150,000 with Pires, Lipomi and Navarro Architectural Corporation of Modesto, California

2. DISCUSSION OF ISSUE:

On occasion, the City has the need to seek third-party assistance with architectural review or design services to ensure that all priority work is completed in accordance with funding deadlines or Council expectations. Retainer agreements provide the ability for staff to promptly seek these services without having to go through the formal advertising and proposal review process for each capital project. Whenever services are required a service request is issued, on a project-by-project basis, with funding for that request provided through funding tied to that capital project.

In 2014, Pires, Lipomi and Navarro Architectural Corporation was deemed the most qualified firm through a request for qualifications process and their current contract with the City of Turlock is about to expire. During that time, their performance was excellent and a continued relationship is in the best interest of the City. Staff recommends a new 4 year agreement with a not to exceed limit of \$150,000. It should be noted that the retainer agreement does not guaranty Pires, Lipomi and Navarro Architectural Corporation \$150,000 as that amount is the maximum they could receive over the life of the agreement should architectural service needs arise.

3. BASIS FOR RECOMMENDATION:

- A) Per the Turlock Municipal Code, City Council approval of the Retainer Agreement is required prior to execution of the contract with the consultant.
- B) Staff will be able to call on a consultant for architectural services without having to go through a separate advertising period for each project.
- C) There is not currently anyone employed with the City that has the necessary qualifications to perform these services in-house.

Policy Goal and Implementation Plan Initiative:

Not specifically identified within the Mayor and City Council Policy Goals and Implementation 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: This agreement shall not exceed \$150,000. The exact cost is project dependent and will be paid for with funds associated with that project. This amount is an estimate, but does not entitle the consultant any compensation if their services are not necessary. No General Fund monies will be used for this project, unless the project itself is paid for with the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Reject the award of an agreement with this consultant. Staff does not recommend this alternative because the selected consultant has the necessary qualifications to provide the services requested and there is not currently anyone employed by the City that can provide these services in-house.



**RETAINER AGREEMENT
for Special Services
between
the CITY OF TURLOCK
and
PLN Architects
for
Professional Architectural Services**

THIS AGREEMENT is made this 26 day of January, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **PLN Architects**, a private company, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for professional architectural services; and

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

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

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

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

OK for agenda

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

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit C, attached hereto, as full remuneration for performing all Services and furnishing all staffing and materials called for and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed one hundred fifty thousand and no/100ths Dollars (\$150,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect beginning February 1, 2016 and ending January 31, 2020, subject to CITY's availability of funds.

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

(a) Minimum Scope of Insurance: When applicable, coverage shall be at least as broad as:

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Upon request of CITY, any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT 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 insured with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (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, CONSULTANT's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONSULTANT's insurance and shall not contribute with it.

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

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

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

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

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

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

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

8. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to

bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy

or insolvency of CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.

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

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

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

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

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

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

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by CONSULTANT in the performance of this Agreement shall conform to the

laws of the government of the United States and the State of California.

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

13. 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. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the 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 CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

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

18. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic

Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

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

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

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

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

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 CONSULTANT'S charges to CITY under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county

safety and health regulations and laws. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

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

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

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

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

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 CONSULTANT: PLN Architects
ATTENTION: Greg Pires
1720 G Street
Modesto, CA 95354
PHONE: (209) 522-8900**

**for CITY: CITY OF TURLOCK
ATTENTION: MICHAEL G. PITCOCK, P.E.
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5461
PHONE: (209) 668-5599 Ext. 4430
FAX: (209) 668-5563**

34. CITY CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Nathan Bray, Principal Civil Engineer
Development Services, Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-5599 ext. 4435
E-mail: nbray@turlock.ca.us

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

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

PLN Architects, a private company

By: _____
Gary Soiseth, Mayor
or

By: _____
Title: _____

Michael I. Cooke, Interim City Manager

Print name: _____

Date: _____

Federal Tax ID _____

APPROVED AS TO SUFFICIENCY:

Date: _____

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

SERVICE REQUEST NO. ____ - ____

CONSULTANT: PLN Architects

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Retainer Agreement for Architectural and Engineering Services ("Agreement") dated _____ between the City of Turlock ("City") and _____ ("Consultant").

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

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific Architectural and Engineering services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

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

CITY OF TURLOCK, a municipal corporation

PLN Architects, a private company

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

By: _____

Title: _____

Date: _____

Address: _____

Phone: _____



City of Turlock
Development Services Department
Engineering Division

Request for Qualifications

City Project No. 14-36
Request for Qualifications:
Retainer Agreement for Architectural Services

The purpose of this Request for Qualifications is to obtain an annual retainer agreement for professional architectural services.

Submit Proposals to:

City of Turlock
Development Services Department
Engineering Division
Attention: Wayne York
156 South Broadway, Suite 150
Turlock, CA 95380

Proposal Submission Deadline

Tuesday, May 13, 2014
4:00 p.m. PST

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

Wayne York, Capital Improvement Coordinator
Development Services Department
Engineering Division
156 South Broadway, Suite 150
Turlock, CA 95380
(209) 668-5599 Ext. 4439
wyork@turlock.ca.us



Introduction

The City of Turlock is accepting proposals from qualified firms to provide professional architectural services upon request from the City of Turlock on an as needed basis. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Qualifications (RFQ).

Background

The City of Turlock maintains several different types of annual, professional retainer agreements for use on an as needed basis. The retainer agreement allows the City to request services of the retained Consultant on an individual project basis as the need arises. Prior to any work completed under the retainer agreement a specific service request must be issued for each project, specifically delineating the requested services, with fees for said services based upon rates identified in the retainer agreement and in conjunction with a jointly agreeable, negotiated maximum fee for said services. Should the City fail to successfully negotiate an acceptable maximum fee for services for a specific project with the Consultant involved, the owner reserves the right to seek and retain said services through other means or contractors.

Scope of Services

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

1. Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City's properties and/or structures.
2. Requested services may involve any one, or a combination of, the following Professional Service areas:
 - a. Review the City's requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same;
 - b. Assist the City's Engineering Division with presentations and/or recommendations to the City staff or Administration;
 - c. Provide concepts, architectural design, associated engineering, drafting, cost estimates and/or specifications necessary to bid and accomplish projects in support of the City's Engineering Division;
 - d. Professional services during the bid process and project construction;
 - e. Third party review consultation related to documents prepared by the City's Engineering Division or other consultants retained by the City.

Assumptions

With City Council approval, a successful Consultant shall be awarded an annual retainer agreement for architectural services. At the discretion of the City, deliverables shall be provided to the City in the form of hard copies as well as electronic copies for all specifications, reports, and all documents, including but not limited to: plans, analysis and specifications, and any necessary technical data.

The City Engineer, or his designee, will be the main point of contact to facilitate the various services requested. The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

The City will screen and evaluate proposals primarily on the basis of demonstrated professional expertise. The Consultant shall be chosen on the basis of the firm's demonstrated competence, abilities and overall professional qualifications. The City reserves the right to enter into agreements with multiple consultants.

Requests for Information (RFI) must be addressed in writing and directed to the contact person specified on the front page of this RFQ. An RFI sent to any other contact person may be subject to delay or may not be received at all. Each RFI must be received at least (72) hours prior to the stated proposal submission deadline.

If the City determines that a response to an RFI is necessary for clarification, then a response will be issued in writing as an addendum for the benefit of all interested consultants. The City will not respond to an RFI received less than (72) hours prior to the proposal submission deadline, as this does not provide prospective consultants enough time to make modifications to their proposals. The City will not respond to an RFI with verbal clarification; all City responses to an RFI shall be in writing.

Information Requested

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional architectural services. Each proposal must contain a statement of qualifications that includes the following information:

1. General Information – Provide the name, address, and telephone number of the individual or firm, as well as the name of the person authorized to negotiate contract terms and make binding agreements. Include the professional qualifications necessary for completing the work;
2. Background – Provide background and history of the company's consulting experience which specifically addresses the organization's knowledge and experience. Use of a resume attachment is acceptable;

3. Services and History— Provide a list of available services as well as a listing and description of work completed;
4. Response Time – Description of individual or firm’s resources that allow for a timely delivery of services, including the names and qualifications of the firm’s staff that will be working with the City of Turlock;
5. Fees – In a separately sealed envelope, provide a fee schedule. Each proposal shall provide hourly rates of staff. This information will not be used as a determining factor as to which firm we will enter into an agreement with. It will be used as a basis of compensation for the Retainer Agreement;
6. Public Agencies – Include narrative description of experience with public agencies, if any;
7. References – Provide three or more references that can supply information on the quality of the services provided by your firm during the past two years. In addition, include descriptions of three samples of work (i.e. projects) that contain, at a minimum: the name or title of the project, the location(s) of the project, the name of the contracting agency, the total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three references may or may not be affiliated with the three samples of work provided.

Proposal Content

The City requires each Consultant to submit a proposal clearly addressing all of the requirements outlined in the RFQ. The proposal shall be limited to 30 pages and must include a minimum of three recent or current client references, which include the address and telephone number of each reference. Resumes and a company qualification brochure may be added to the 30-page proposal, provided they are located in an Appendix at the back of the proposal. Material contained in appendices will not be used for evaluation purposes in the scoring of proposals. Though the Consultant may submit a proposal organized according to his preference, it must be clear and concise.

Should a consultant have concerns about meeting any requirements of this RFQ they may include a clearly labeled subsection within an appendix with individual statements specifically identifying their concerns and exceptions. If no exceptions are stated the City shall assume the consultant understands all of the requirements of the RFQ, including the

professional services agreement, and takes no exceptions to them. The requirements and expectations stated within this RFQ shall be included in the Agreement as an exhibit.

Contractual Requirements / Retainer Agreement

A Retainer Agreement for Architectural Services between the City and Consultant will serve as basic document, in conjunction with a Service Request issued by the City, for each requested service for the period of July 1, 2014, through June 30, 2016.

The City may elect to extend this Agreement for two (2) additional one-year terms, on the same terms and conditions, upon providing written notice to the consultant thirty days prior to the expiration of this Agreement. On each anniversary date the consultant will be allowed to update fees. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Consultant's published prices, whichever is lower. In all cases, City of Turlock may cancel the contract if a requested price increase is not acceptable. Please review the included sample agreement, paying special attention to the City's insurance requirements.

Proposal Submission

The consultant shall provide the information requested within the RFQ. The consultant's proposal to this RFQ consists of the consultant's response to the information requested. Proposals should provide a straight forward and concise presentation adequate to satisfy the requirements of this RFQ. Consultants may attach relevant information and documentation not specifically requested.

The consultant shall hand-deliver or mail their proposal to the City at the address listed on the front page of the RFQ so that the proposal is received no later than the date and time specified. This time and date is fixed and extensions will not be granted. The City does not recognize the U.S. Postal Service, its postmarks or any other organization as its agent for purposes of receiving proposals. All proposals received after the deadline will be rejected.

The consultant shall provide two printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on CD, DVD, or USB flash drive to be considered responsive. All materials submitted will become property of the City and returned only at the City's option.

Proposal Selection

Proposals will be reviewed by City staff and evaluated to determine which proposal(s) best meet the criteria of the RFQ. The final selection will be based on completeness, experience with agencies, technical merit, cost competitiveness and time to perform. It is the City's intention to select at least one firm that has sufficient expertise to handle the variety of projects the City undertakes thereby minimizing the involvement of other firms. However,

the City reserves the right to select and contract with more than a single firm for the specified services.

The City reserves the right, without qualification, to:

1. Reject all proposals.
2. Exercise discretion and apply its judgment with respect to any proposals submitted
3. Select proposals which qualify based on the following factors, with a maximum scoring potential for each factor as shown, for a maximum potential score of 50 points:
 - a. Experience of the Consultant and staff selected to provide the specified services (10 pts),
 - b. Record of the Consultant in accomplishing work within any required time, and within any established budget (10 pts),
 - c. Record of the Consultant responsive to client requests (8 pts),
 - d. Ability to work with City staff (8 pts),
 - e. Financial responsibility [years in business, number of projects completed, annual volume of work in dollars, etc.] (4 pts)
 - f. Extent of Consultant's organization (5 pts),
 - g. Present permanent staff availability (5 pts).
4. City staff will review and rank the all proposals received from consultants and recommend the consultant(s) to receive an annual retainer agreement for the work type specified within this RFQ.

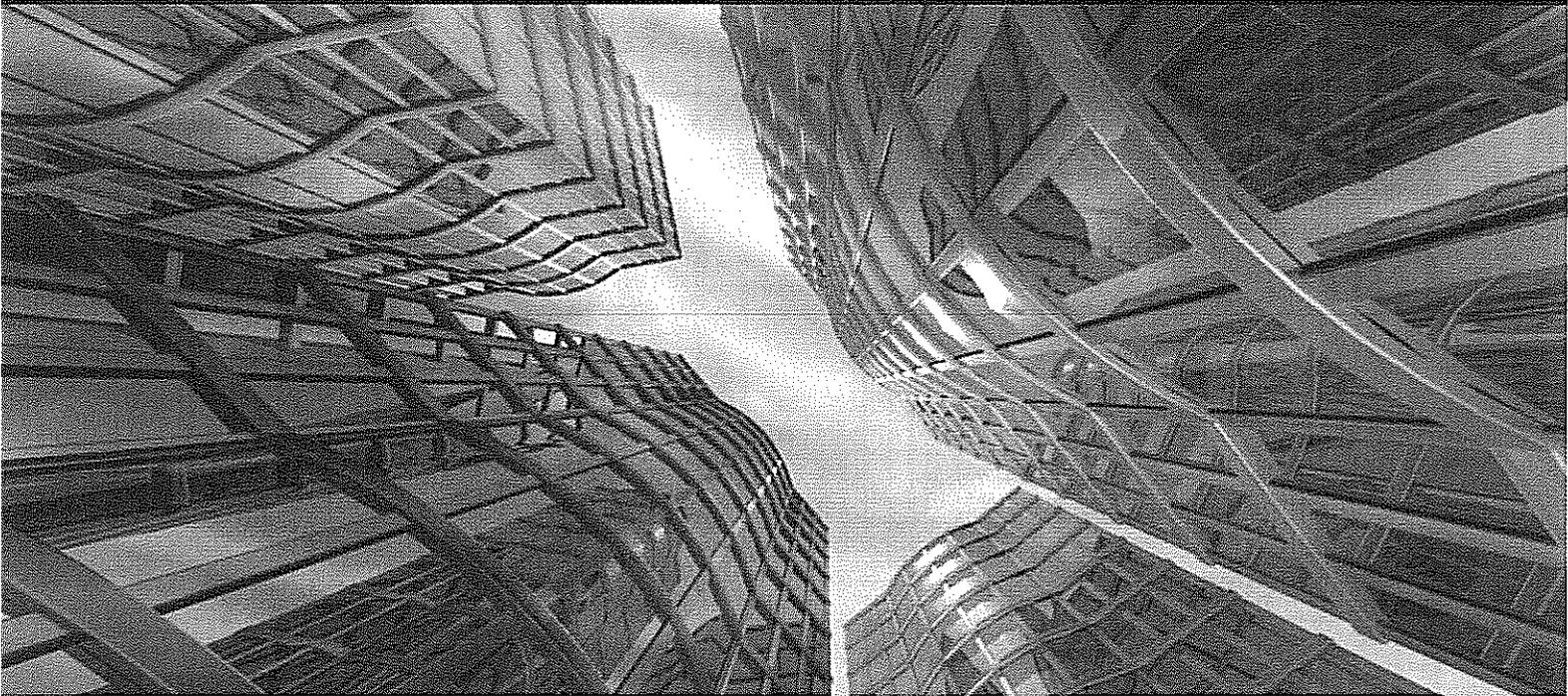
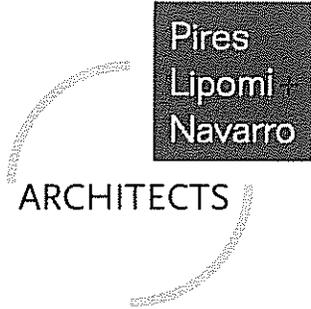
A City contract for annual consultant services will be brought to the City Council for its approval. City staff shall notify the selected Consultant(s) of the final approval of the contract by the City Council. Once submitted all proposals become public records and subject to disclosure, either in part or in whole, under the California Public Records Act.

Anticipated Schedule of Award

Staff anticipates providing recommendations to the City Council for consideration at the regularly scheduled city council meeting on Tuesday, June 10, 2014.

EXHIBIT B

CITY OF
TURLOCK



Request for Qualifications

Retainer Agreement for Architectural Services

RFP RESPONSE

City Project No. 14-36
May 13th, 2014

CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

Retainer Agreement for Architectural Services

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2. BACKGROUND
3. SERVICE AND HISTORY
4. RESPONSE TIME
5. FEES
6. PUBLIC AGENCIES
7. REFERENCES



ATTACHMENT A. - RESUMES

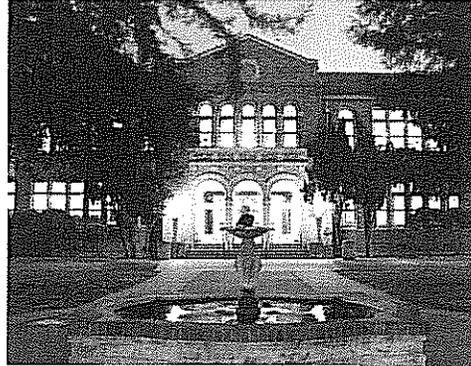
CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

Retainer Agreement for Architectural Services

1. GENERAL INFORMATION

FIRM INFORMATION:

PIRES, LIPOMI + NAVARRO ARCHITECTS
1720 G STREET
MODESTO, CA 95354
P. 209.522.8900



Turlock Community Theatre

AUTHORIZED PERSONNEL TO NEGOTIATE CONTRACT:

- GREG PIRES, AIA, PRINCIPAL ARCHITECT
- MICHAEL NAVARRO, AIA | LEED AP, PRINCIPAL ARCHITECT
- BARRETT LIPOMI, AIA , PRINCIPAL ARCHITECT

PROFESSIONAL QUALIFICATIONS:

See items two and three for information regarding professional qualifications.

CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

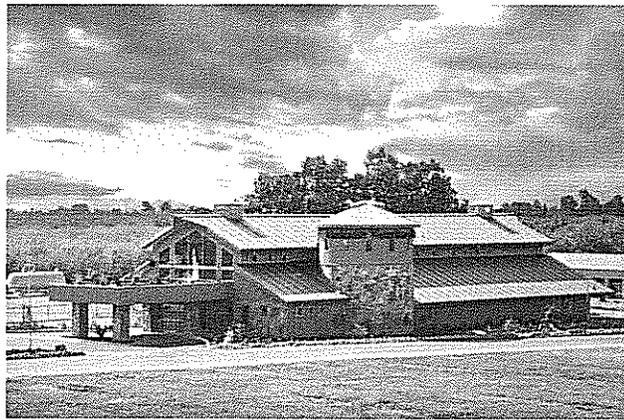
Retainer Agreement for Architectural Services

2. BACKGROUND

Pires, Lipomi + Navarro Architects are a multi-talented architecture firm focused on relationships, service, and design. Having completed over 1,000 successful projects our team has been serving the local community for over 25 years. Our principals have diverse experience in the practice of architecture including projects in Commercial, Industrial, Civic, Retail and Institutional architecture.

We enjoy what we do and work hard to make each project a success for our clients and all parties involved. We continually strive to find innovative solutions to the design challenges brought forth on each project.

Pires, Lipomi and Navarro started their new firm in 2012. However, they have a long history working together and each architect brings unique skills and expertise to the firm. Michael Navarro opened his firm in Modesto in 1986 and has been in private practice for 30 years. Greg Pires joined Mike as a project manager in 1995 and they have been collaborating on projects ever since. In 2009 Barrett Lipomi joined the team and three years later they formed a new partnership.



Beckwith Animal Hospital

Please see Attachment A. for comprehensive resumes

CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

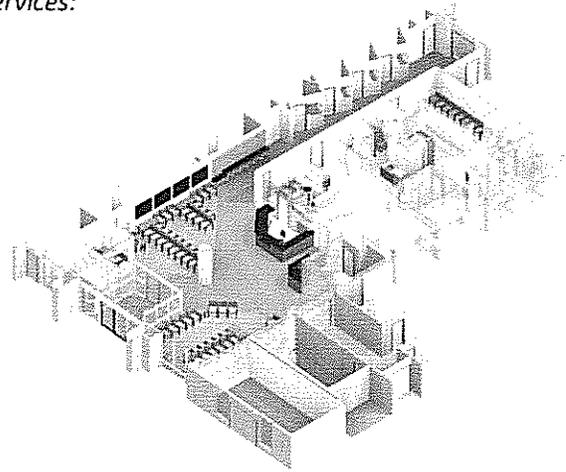
Retainer Agreement for Architectural Services

3. SERVICES AND HISTORY

SERVICES:

Pires, Lipomi + Navarro Architects offer the following services:

- Planning & entitlements
- Architectural design
- Feasibility studies
- Sustainable design
- Accessibility design & consulting
- Construction Management Support
- Master planning
- 3-D Rendering
- BIM modeling
- Interior design



BIM 3D Model

WORK HISTORY:

The following are examples of types of work completed:

- Merced County Public Works Department Annual Contract for 8 consecutive years which included the design of numerous health care related projects at the local hospital and county clinics.
- Stanislaus County Health Services Agency Contract developing their county wide outpatient clinic program. Services includes feasibility studies, master planning, new building projects and tenant improvements.
- Samaritan Village in Hughson California; Master planning, design and site development of an 18 acre senior living community with 13 separate structures housing administrative services, residential units, medical care facility and recreational, dining, meeting facilities for the campus.
- City of Hughson Community Center; A downtown redevelopment project which included two buildings housing a Community Clinic, Library, Community Hall, Café and Warehouse space.
- City of Livingston Contract providing master planning services for a 20 acre Relational / Sports Complex. Also redesign and expansion of their City Hall and Police Station.
- Development of Emanuel Medical Center's master campus plan defining the future growth of the hospital campus and related office buildings. Services included developed a feasibility study which included a needs assessment, phasing plans, capital budgets and schedules.

CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

Retainer Agreement for Architectural Services

4. RESPONSE TIME

Pires, Lipomi + Navarro Architects currently has a staff of 3 licensed California Architects, 2 project managers, 1 LEED AP professional, two Accessibility Specialist, a BIM specialist, Graphic Designer, CADD Specialist and Project Administrators. To complement our team, we partnered with knowledgeable consultants for Structural, Mechanical, Electrical and Civil engineering services. Our affiliation with these consultants span over two decades which make for a unified team equipped to respond to the City of Turlock's project needs.

We also embrace technology and takes advantage of the latest hardware and software to manage and produce projects. BIM modeling serves as an excellent tool for conveying design concepts as well as coordinating construction document's. Other tools such as portable tablets and "cloud storage" allow for seamless communication and immediate access to project data.

We take pride in the fact that many client relationships span over 20 years. We believe this is the best evidence of our responsiveness and ability to deliver projects on time.

Principals Greg Pires and Michael Navarro will be the point of contact and serve as the Architect of Record and Project Manager for the city's design needs and. They will be supported by their talented staff who will be assigned based on the project requirements.



City of Turlock

Please see Attachment A. for comprehensive resumes

CITY OF TURLOCK REQUEST FOR QUALIFICATIONS
Retainer Agreement for Architectural Services

5. FEES

Please see attached the sealed envelope titled Fee Schedule.

CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

Retainer Agreement for Architectural Services

6. PUBLIC AGENCIES

The following is a brief outline of project experience with public agencies:

▪ CITY OF LIVINGSTON

Recreation Center: Master plan for a multi-story 60,000 square foot recreation center. The facility was designed to involve a vast array of sporting, leisure and educational activities. It included indoor and outdoor pools, racquetball courts, basketball courts, multi-purpose room, weight training, climbing wall, daycare, and computer training classrooms.

Sports Complex: Master plan for a sports complex located on a 25 acre parcel along Walnut Avenue and Dwight Way. The complex was designed to incorporate a 4-plex of baseball/softball fields, 3 soccer fields, 3 basketball courts, 3 tennis courts, covered picnic shade structures, children's playground, and maintenance building.

City Hall Expansion: The proposed City Hall expansion and remodel consisted of approximately 9,120 square feet of interior renovation and approximately 13,000 square feet of expansion. The project design expanded office and meeting space, provided a new council chambers and included accessibility improvements.

▪ STANISLAUS COUNTY PUBLIC WORKS DEPARTMENT

Corporation Yard Mater Plan: Conducted a facilities needs assessment for the Public Works Department that determined future service demand levels, such as staffing, vehicles, equipment, as well as additional facilities. Centralizing the two locations of the Public Works Department There were two locations within the public works and the master plan combined the two locations into a single Morgan Road location. The design of the master plan included maintenance shops, repair bays, storage yards, and a new administration building. The master plan was based on a 20-year build out and is designed to be completed in phases.

▪ CITY OF TURLOCK ANNUAL CONTRACT

City Hall Balcony Improvements: This project was a renovation to the existing City Hall Balcony Deck which included the design for the demolition and replacement of the existing deck membrane system, concrete topping, floor drains, and associated components and flashings. The project also included the design needed for the repair of the existing structure and interior finishes damage caused by the water infiltration.

Historical Investigation and Evaluation: We conducted a historical evaluation report to evaluate the existing homes and property located at the NW corner of Monte Vista and Colorado Avenues. The intersection was to receive a new traffic signal and street and sidewalk improvements. Caltrans required the City to provide a potential impacts map, historic resources evaluation report, and a historic property survey report.

Water Well #40 Improvements: The improvements to Water Well #40 consisted of the design for all planting and irrigation for the site. The overall design of the site was approximately 10,000 sf.

CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

Retainer Agreement for Architectural Services

7. REFERENCES

▪ **PHIL MASTAGNI, PRESIDENT**

Acme Construction, Inc.
1565 Cummins Drive
Modesto, CA 95358
P. 209.523.2674

▪ **TIM FEDORCHAK, SENIOR MANAGEMENT CONSULTANT**

Stanislaus County Capital Improvements
1010 10th Street, Suite 6800
Modesto, CA 95354
P. 209.652.1649

▪ **KEN GOMES, DIRECTOR OF FACILITIES SERVICES**

Emanuel Medical Center
825 Delbon Avenue
Turlock, CA 95382
P.209. 668.5243

▪ **MIKE O'BRIEN, D.V.M**

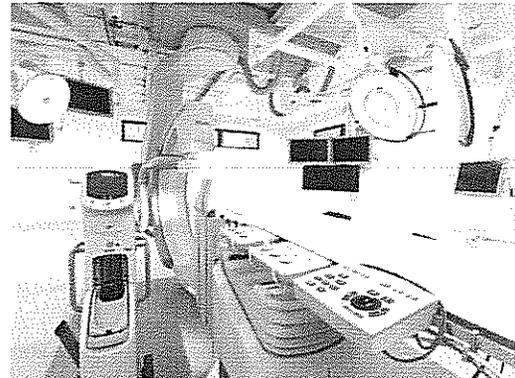
Beckwith Animal Hospital
3232 Beckwith Court
Modesto, CA 95358
P.209.524.9282

▪ **LESLIE MCGOWAN, CEO**

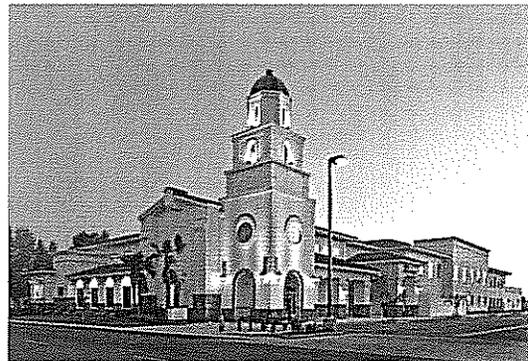
Livingston Medical Group
1140 Main Street
Livingston, CA 95334
P.209.394.7913



Samaritan Village



EMC Cardiovascular Surgery Addition



Health & Wellness Center

CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

Retainer Agreement for Architectural Services

7. REFERENCES-RELATED EXPERIENCE

▪ TURLOCK CITY HALL BALCONY IMPROVEMENTS

Location of Project: 156 South Broadway, Turlock, CA

Contracting Agency: City of Turlock

Project Budget: \$28,000.00

Description of Project: This project was a renovation to the existing City Hall Balcony Deck which included the design for the demolition and replacement of the existing deck membrane system, concrete topping, floor drains, and associated components and flashings. The project also included the design needed for the repair of the existing structure and interior finishes damage caused by the water infiltration.

▪ EMC CARDIOVASCULAR SURGERY ADDITION

Location of Project: 825 Delbon Avenue, Turlock, CA

Contracting Agency: Emanuel Medical Center

Project Budget: \$3,326,039.00

Description of Project: This project included adding two cardiovascular operating rooms to the existing hospital. The addition contains one cardiovascular operating room and one hybrid cardiovascular operating room and support spaces. Scope of work also included site improvement; including demolition and construction of existing sidewalk and stair from building.

▪ BECKWITH ANIMAL HOSPITAL

Location of Project: 3232 Beckwith Court, Modesto, CA

Contracting Agency: Mike O'Brien, D.V.M

Project Budget: \$5,400,000.00

Description of Project: This project included the construction of a Veterinarian Hospital; approximately 15,000 sf, two-story, pre-engineered steel building with insulated metal panel skin system set on 2.22 acres and included associated on-site parking and landscape. The building design also included many innovated energy saving features such as solar panels, reclaimed rainwater and high efficient heating and cooling systems.

CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

Retainer Agreement for Architectural Services

ATTACHMENT A. RESUMES

GREG PIRES, AIA, PRINCIPAL ARCHITECT

Greg Pires brings more than 17 years of architectural experience to our team. Greg has experience in both public and private sectors in civic, healthcare and commercial markets. Greg takes a very hands-on approach with clients and staff, which helps in the ability to plan and coordinate the development of documents and to efficiently organize and maintain projects in accordance with budgets, time schedules and deadlines.

PROFESSIONAL REGISTRATION:

2005 | Architect, California #C30314

EDUCATION:

Bachelor of Architecture

Phoenix Institute of Technology with Honors, 1988

PROFESSIONAL AFFILIATIONS:

American Institute of Architects, Sierra Valley Chapter

- President, 2009

Stanislaus County, Planning Commissioner

Airport Land Use Committee

Nuisance Abatement Board

RELEVANT EXPERIENCE:

City of Turlock-Annual Contract | Turlock, CA

City of Livingston-Recreation Center | Turlock, CA

City of Livingston-Sports Complex

City of Livingston-City Hall Expansion | Livingston, CA

Stanislaus County-Public Works Corporation Yard Master Plan | Modesto, CA



CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

Retainer Agreement for Architectural Services

ATTACHMENT A. RESUMES (cont.)

BARRETT LIPOMI, PRINCIPAL ARCHITECT

Barrett is a licensed architect with over 10 years of architectural design experience. He has a wide range of experience from multi-family, to commercial, to civic, to healthcare facilities. He brings a strong sense of design to projects through his keen sense of balance and order. This combined with his detailed research and exceptional communication skills make him an invaluable leader of our firm.



PROFESSIONAL REGISTRATION:

2009 | Architect, California #C32213

EDUCATION:

Bachelor of Architecture
University of Oregon, 2003

PROFESSIONAL AFFILIATIONS:

American Institute of Architects, Sierra Valley Chapter

- President, 2011, 2012
- Vice-President, 2010
- Board of Directors, 2005-2012

City of Modesto Landmark Preservation Commission, Chair

Modesto Art Museum, President and Board of Directors

Modesto International Architecture Festival, Founder and Committee Chair

RELEVANT EXPERIENCE:

Emanuel Medical Center-Cardiovascular Surgery Addition | Turlock, CA

City of Chowchilla-Civic Center | Chowchilla, CA

College Medical Plaza | Turlock, CA

Spyres Way Offices | Modesto, CA

Merced Homeless Shelter | Merced, CA

CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

Retainer Agreement for Architectural Services

ATTACHMENT A. RESUMES (cont.)

MICHAEL NAVARRO, PROJECT ARCHITECT

Michael Navarro: For the past 35 years, Michael Navarro has been working in the architectural profession and serving the local community. Mike's hands-on experiences in all phases of the design process have exposed him to knowledge and expertise that can be utilized throughout every project.



PROFESSIONAL REGISTRATION:

1988 | Architect, California #C19860

2006 | LEED® AP

PROFESSIONAL AFFILIATIONS:

California Building Standards Commission – Health Care Advisory Committee, Chair

California Partnership for the San Joaquin Valley - Board Member

California Hospital Building Safety Board - Past Chair

Stanislaus County Planning Commissioner - General Plan Update Committee

City of Modesto Citizen Redevelopment Advisory Committee - Chair

City of Modesto Board of Zoning Adjustment

American Institute of Architects – Past Board Member

RELEVANT EXPERIENCE:

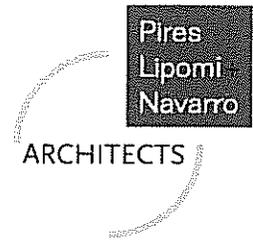
Emanuel Medical Center-Cardiovascular Surgery Addition | Turlock, CA

City of Turlock-Annual Contract | Turlock, CA

City of Livingston-Daycare Center | Livingston, CA

County of Merced Public Works Department-Annual Contract | Merced, CA

Samaritan Village-Senior Living Community | Hughson, CA



HOURLY FEE SCHEDULE

The following fees are presently in effect for professional services available from our firm:

ARCHITECTURAL SERVICES

| | | |
|------------------------------|----------|----------|
| Managing Principal Architect | \$175.00 | Per Hour |
| Principal Architect | \$160.00 | Per Hour |
| Senior Project Manager | \$125.00 | Per Hour |
| Project Manager | \$110.00 | Per Hour |
| Project Designer | \$75.00 | Per Hour |
| Project Draftsman | \$65.00 | Per Hour |
| Project Administrator | \$65.00 | Per Hour |

OTHER

| | |
|---------------|-------------------|
| Reimbursables | Direct Cost + 10% |
| Auto Travel | \$0.56 per mile |



Council Synopsis

January 26, 2016

From: Michael I. Cooke, Interim City Manager

Prepared by: Garner R. Reynolds, Acting Municipal Services Director

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a Cost Sharing Agreement with the City of Modesto and Del Puerto Water District for expenses associated with the Phase 4 Implementation Support for the North Valley Regional Recycled Water Project, in an amount not to exceed \$396,151, from funds budgeted in account number 410-51-530.43340 "North Valley Regional Recycled Water Project"

2. DISCUSSION OF ISSUE:

On April 27, 2010, the City Council approved a resolution to enter into a Memorandum of Understanding (MOU) with the cities of Modesto and Ceres and Del Puerto Water District, which established a collaborative partnership between the participating agencies for the North Valley Regional Recycled Water Project (NVRWP). The purpose of the Project is to provide recycled water from the Turlock and Modesto wastewater treatment facilities to the Del Puerto Water District (DPWD) for agricultural irrigation.

In 2010, 2012 and 2014, feasibility studies were conducted (Phase 1, Phase 2 and Phase 3) to determine whether the project was possible. These studies determined that the most viable option was a pipeline from the Turlock and Modesto wastewater treatment facilities directly to the Delta Mendota Canal (DMC). DPWD would divert the water through their existing turnouts on the DMC and provide the water to existing irrigation users as a supplement to their Central Valley Project (CVP) water supply which is subject to curtailment. An additional surface water supply from the NVRWP will reduce the need to increase groundwater pumping in dry years when the full CVP contract amount is not available.

The next phase of work (Phase 4) will provide continued technical and administrative support for finalizing NEPA compliance, NPDES permitting and other environmental permits, right-of-way acquisition and outreach and support for the NVRWP for constructing pipelines and for using the DMC to convey recycled water.

Currently, the City of Turlock has submitted a water rights application and for a NPDES permit for the discharge to the Delta Mendota Canal. We are still working with the state for those final approvals prior to moving forward with construction of the facilities. Therefore, there is some risk associated with continuing to participate in the Project at this time, however, it is staff's recommendation to continue working on Phase 4 as we are required to remove our discharge to the San Joaquin River by December 31, 2019, or install UV disinfection treatment. If we are unable to obtain the water rights or NPDES permit, the City will pull out of Phase 4.

The maximum cost of this contract is \$932,121. Pursuant to the cost sharing agreement, the City of Turlock's share is \$396,151, which is 42.5% of the cost. The City of Modesto and DPWD are responsible for 47.5% and 10% of the Study's costs, respectively. (See Exhibit A).

3. BASIS FOR RECOMMENDATION:

- A) The Phase 4 Implementation Support for the NVRRWP provides technical and administrative support to achieve the City Council's long-standing goal of eliminating Turlock's wastewater discharge from the San Joaquin River.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4: Municipal Infrastructure

General Principles:

- 2. Municipal infrastructure is critical to retain and attract businesses.

Action Item:

- 2. Implement projects that improve groundwater sustainability.
- 3. Maximize the beneficial reuse of recycled water.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The potential cost to the City of Turlock shall not exceed \$396,151. Funds have been budgeted for this work in the Water Quality Control Fund 410-51-530.43340 "North Valley Regional Recycled Water Project." There will be no cost to the General Fund.

Budget Amendment

None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Not approve the cost-sharing agreement. This alternative is not recommended because the Phase 4 Implementation Support provides continued technical and administrative support for finalizing the required environmental compliance, permitting, right-of-way acquisition, and outreach for the construction of the project.

**COST-SHARING AGREEMENT
TO DEFRAY EXPENSES ASSOCIATED WITH THE
PROPOSED NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM – PHASE 4
IMPLEMENTATION SUPPORT**

This Cost-Sharing Agreement to Defray Expenses Associated with the Proposed North Valley Regional Recycled Water Program – Phase 4 Implementation Support (this “**Agreement**”), is hereby entered into by and between the City of Modesto, a municipal corporation of the State of California (“**Modesto**”), the City of Turlock, a municipal corporation of the State of California (“**Turlock**”), and the Del Puerto Water District, a California water district organized under Division 13 of the California Water Code (“**DPWD**”), each individually a “**Party**” and collectively the “**Parties**”. This Agreement is entered into this 26th day of January, 2016 by the Parties.

RECITALS

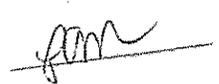
WHEREAS, based on the 2010 North Valley Regional Recycled Water Program (the “**NVRRWP**”) Collaborative Partnership Memorandum of Understanding (“**NVRRWP MOU**”), the Parties desire to define the cost-share reimbursement percentage associated with the Administrative Agency’s costs; and

WHEREAS, Modesto is the designated Administrative Agency as stated in the NVRRWP MOU; and

WHEREAS, the Parties implemented project elements, including water rights, environmental documentation, conceptual design of the preferred program alternative (the “**Project**”) in the Phase 3 Feasibility Study (“**Phase 3**”) for the NVRRWP for the mutual benefit of the Parties; and

WHEREAS, the Parties desire to construct the Project and will need continued technical and administrative support for finalizing NEPA compliance, NPDES permitting and other environmental permits, right-of-way acquisition, and outreach support for the NVRRWP; and

WHEREAS, RMC Water and Environment, a California corporation (“**RMC**”), developed the alternatives based on its successful completion and delivery of the Phase 1, 2 and 3 study(ies), the

OK for Agenda


Parties deem it in their best interest for DPWD to employ RMC to provide continued implementation support for subsequent tasks associated with the construction of the NVERRWP Project; and

WHEREAS, the Parties have agreed to enter into this Agreement for the expenses related to implementation support of the NVERRWP Project and subsequent tasks;

NOW, THEREFORE, the Parties, on the terms and conditions herein set forth, agree as follows:

1. Based upon the above referenced NVERRWP MOU, the sharing of costs related to the Administrative Agency's duties for the Partnership shall be based on the reimbursement percentages shown in Exhibit A, attached hereto and incorporated hereby by this reference.

2. The cost sharing under this Agreement will provide up to Nine Hundred Thirty-Two Thousand One Hundred Twenty-One Dollars (\$932,121) toward implementation support of the Project and subsequent tasks associated with the NVERRWP as shown on Exhibit B labeled Scope of Work, attached hereto and incorporated herein by this reference. The tasks will focus on providing implementation support necessary of the design and construction of the Project and subsequent efforts to ensure Project approvals as identified in Phase 3. Each of the Parties agrees to contribute based on the reimbursement percentages as referenced in Exhibit A, and the Parties will jointly seek funding from other sources, as available. DPWD is a Bureau of Reclamation Contractor and will therefore act as lead in seeking federal grant funds. This Agreement may be revised to provide for a new cost-sharing arrangement to make use of other federal, state, or local funding opportunities for Phase 4. If grant funds are not available, then each Party agrees to fund its defined portion of the study tasks using its own funding sources. The cost-sharing percentages as shown in Exhibit A may be revised as appropriate and agreed to, in writing, by the Parties as the project proceeds.

3. The Parties agree that DPWD will retain RMC by means of the Standard Agreement for Consultant Services utilized by Modesto. In accordance with the foregoing, the Parties agree to appropriate and fund their respective percentage share (as shown in Exhibit A) on a fiscal year basis based upon a cash flow projection provided by RMC, that estimates the amount of work to be

undertaken in the forthcoming fiscal year. RMC shall provide a cash flow projection to each Party at least one hundred twenty (120) days before the start of their respective fiscal years. The Parties agree to appropriate funds for their respective share of this Agreement for each fiscal year that this Agreement remains in effect. Time is of the essence, and the Parties understand and agree that they will appropriate and fund their percentage contributions for current fiscal year, so that the Parties will have the entire anticipated funding on hand prior to execution of the consultant agreements. Should any Party fail to meet its obligations pursuant to this paragraph, then at the option of the remaining Parties, the defaulting Party may be required to forfeit recovery of any previous expenditure it has made to compensate consultants pursuant to this Agreement.

4. DPWD agrees to manage the consulting agreement, invoice the Parties for work completed by the consultant, and to do so without charge. Modesto and Turlock agree to remit payment to DPWD for such invoicing within thirty (30) days of the invoice date.

A. DPWD agrees to maintain and make available records of invoices and payments for inspection, audit, and/or copying at any time during regular business upon seven (7) days' written request from any of the Parties. Such records shall be open to inspection by any of the Parties, and shall be maintained for a minimum of three (3) years after the termination of this Agreement.

5. In the event that the Parties find it prudent to fund the optional/contingent services as shown on Exhibit B, or in the event that it appears to DPWD that there will be cost overruns, then the Parties agree to meet and determine whether or not DPWD should enter into an amendment with RMC to fund such additional costs. The cost sharing indicated in this Agreement has the implicit assumption that the engineering and environmental assessment costs for each of the pipeline alignments evaluated for the Dual Pipeline Alternative are approximately the same amount. If the cost for the engineering and environmental assessments for one of these alignments is more than five percent (5%) higher than the other alternative, then the Party associated with this alignment alternative, either Modesto or Turlock, shall pay this additional cost, in addition to the cost sharing percentage agreed to in Exhibit A.

6. Each of the Parties agrees to defend, indemnify, and hold the others harmless from the consequences of their own tortuous, negligent, or intentional wrongdoing arising out of or relating to its performance of this Agreement.

7. Upon completion of the work to be performed by RMC, and upon payment therefore in full, each of the Parties hereto shall be entitled to copies of all deliverable documents created by RMC within thirty (30) days of completion of the work by them. The deliverable documents shall remain the property of the Parties.

8. To the extent reasonably required, each Party to this Agreement shall, in good faith, cooperate and assist each of the other Parties in meeting their obligations under this Agreement.

A. If any Party disputes any expense or charge in an invoice or any obligation under this Agreement, the disputing Party shall notify the other Parties, in writing, within thirty (30) calendar days of receipt of the disputed invoice or the required performance of the disputed obligation. The Parties shall resolve their disputes informally to the maximum extent possible. If the disputing Parties cannot informally resolve the dispute, they shall first attempt to resolve such dispute through non-binding mediation for a period not to exceed sixty (60) calendar days. If the Parties cannot mutually agree upon a mediator, then the presiding judge of the Stanislaus County Superior Court shall designate a mediator. Should mediation be unsuccessful, the dispute may be referred to private arbitration upon mutual written approval of the disputing Parties. If the disputing Parties do not mutually agree in writing to arbitration, the disputing Party may commence an adversarial proceeding before any court of competent jurisdiction in Stanislaus County.

9. All notices permitted or required to be given hereunder shall be effective upon being delivered by hand or by facsimile or electronic transmission or five (5) days after delivery into the United States First Class Mail if such mail is registered or certified. Each such notice shall be sent to the parties at the addresses respectively indicated below:

Anthea G. Hansen
General Manager
Del Puerto Water District
P. O. Box 1596
Patterson, CA 95363

Michael Cooke
Interim City Manager
City of Turlock
156 S. Broadway, Suite 270
Turlock, CA 95380-5454

Larry Parlin
Director of Utilities
City of Modesto
P.O. Box 642
Modesto, CA 95353

10. The Parties may terminate this contract upon mutual written agreement. In the event that they do so, DPWD will invoice the Parties for any work completed prior to the termination date and RMC shall provide the Parties with all documents produced to date, regardless of the status of the documents.

11. This Agreement contains the entire understanding between the Parties. All previous proposals, offers, and other communications relative to this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement.

12. No waiver of or exception to any of the terms, conditions, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by all the Parties.

13. If any provision of this Agreement is held by a court to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force.

14. This Agreement shall be governed according to the laws of the State of California.

15. Each of the Parties represent to the others that the person or persons who have executed this Agreement on their behalf have been authorized to do so in accordance with governing law, and that this Agreement is a binding legal obligation on each of the Parties upon its execution by them.

16. This Agreement may be modified only through a written amendment signed by all the parties.

17. This Agreement may be executed in any number of counterparts, each of which, when

executed and delivered, shall be deemed an original.

18. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of this Agreement.

19. So agreed as evidenced by the signatures below:

DEL PUERTO WATER DISTRICT

Date: _____

By: _____
Its: Anthea G. Hansen, General Manager

CITY OF MODESTO

Date: _____

By: _____
Its: James H Holgersson, City Manager

ATTEST: _____
Stephanie Lopez, City Clerk

APPROVED AS TO FORM:

Adam Lindgren, City Attorney

CITY OF TURLOCK

Date: _____

By: _____
Its: Michael Cooke, Interim City Manager

ATTEST: _____
Kellie Weaver, City Clerk

APPROVED AS TO FORM:

Phaedra Norton, City Attorney

Exhibit A

Reimbursement Percentages

| | |
|---------|-------|
| Modesto | 47.5% |
| Turlock | 42.5% |
| DPWD | 10.0% |

Note: The cities' shares above, as adjusted for final percentages of cost, will be reimbursable through the State Revolving Fund Loan.

North Valley Regional Recycled Water Program Phase 4 Final Scope of Work

This scope of work provides the implementation support necessary for design and construction of the North Valley Regional Recycled Water Program (Phase 4) including finalizing NEPA compliance, NPDES permitting, environmental permits, right-of-way acquisition, lobbying support, and State Revolving Fund loan application and funding agreement. Upon completion of this scope of work, the project should proceed immediately to operation.

The following scope of work outlines seven tasks that would be conducted as part of project implementation. These are:

- 1 Institutional and Regulatory Support
 - 1.1 RWQCB NPDES Permit Support
 - 1.2 Coordination and Technical Support with Reclamation
- 2 Outreach Program
 - 2.1 Outreach to Stakeholders
 - 2.2 Outreach to Elected Officials
 - 2.3 Supporting Documentation Preparation
- 3 SRF and Related Funding Support
 - 3.1 SRF Loan Application Acceptance and Financial Agreement
 - 3.2 Other Financing and Funding Support
- 4 Final Environmental Impact Statement
 - 4.1 USFWS Biological Assessment for Endangered Species Act Compliance
 - 4.2 Bifurcated Final EIS
- 5 Right of Way Acquisition
- 6 Land Surveys/Support for Right of Way Acquisition
 - 6.1 Resolved Parcel Boundary Package
 - 6.2 Project Record-of-Survey
- 7 Program Management, Coordination and QA/QC
 - 7.1 Program Oversight and Reporting
 - 7.2 Team Meetings

- 7.3 Coordination with Design Build Owners Advisor
- 7.4 Quality Assurance / Quality Control Measures
- 8 Optional/Contingent Services
 - 8.1 Additional As-Needed Permitting Support

CONSULTANT understands the City of Modesto, and possibly the City of Turlock, will retain, under separate agreement, an Owner's Advisor for the proposed design/build process. CONSULTANT shall be required to coordinate activities with the Owner's Advisor as requested and directed by the Project Partners.

This scope of work assumes that the Combined Pipeline Alternative, noted in the EIR as Alternative 1, is the alternative selected for implementation. There may be additional work if another alternative is implemented or if portions of the Combine Pipeline Alternative are implemented on differing schedules (e.g. if the pipeline east and west of the San Joaquin River are implemented on different schedules).

The following Tasks describe the work to be undertaken by CONSULTANT.

1 Institutional and Regulatory Support

1.1 RWQCB NPDES Permit Support

CONSULTANT, utilizing the services of Larry Walker Associates (LWA), will continue to develop the terms for a new NPDES permit(s) with RWQCB staff for discharge to the DMC.

1.1.1 PERMIT DEVELOPMENT SUPPORT

The following tasks are required to complete the change to the discharge location for both City discharges. This scope of work assumes two separate NPDES permits are being obtained; one for each City.

1.1.1.1 Respond to Antidegradation and ROWD comments

CONSULTANT will prepare the requested modifications/responses to the Antidegradation Analysis report based on comments and specific questions from the Regional Board staff during the permit issuance process. This includes requests for additional information, minor edits and recalculations, and clarifications to the Antidegradation Analysis and the ROWDs submitted by the cities.

1.1.1.2 THM related socioeconomic analysis

On request of the Regional Water Quality Control Board (RWQCB), CONSULTANT will prepare a socioeconomic analysis related to THM removal. The assessment will use socioeconomic modeling software (ImPlan) and rate data provided by the cities. The CONSULTANT will use costs previously prepared by the City of Turlock for alternate disinfection and air stripping processes, including the expected ultraviolet disinfection facilities. The analysis will be submitted as an addendum to the Antidegradation Analysis.

1.1.1.3 Nitrate related Antidegradation modifications

On request of the RWQCB, CONSULTANT will prepare nitrate-related modifications to the Antidegradation Analysis. This scope assumes that dilution credit for nitrate is not pursued. The City of Turlock will notify CONSULTANT whether nitrate dilution is necessary. If denitrification facilities are planned, the City of Turlock will provide expected nitrate and nitrite concentrations in the effluent or approve reasonable estimates for the purpose of evaluating the blended effluent quality of the overall NVRRWP discharge. CONSULTANT will update the Antidegradation Analysis as necessary.

1.1.1.4 Mixing Zone model preparation

On request of the RWQCB, CONSULTANT will prepare a CORMIX mixing zone model to evaluate human health based water quality objectives for multiple disinfection byproducts. Unless notified by the City of Turlock, the nitrate mixing zone will not be evaluated. CONSULTANT will prepare a technical memorandum summarizing methods and results, including the physical dimensions of the proposed mixing zone.

1.1.2 ADMINISTRATIVE PERMIT REVIEW AND RESPOND TO INFORMATION REQUESTS

CONSULTANT will conduct an updated reasonable potential analysis (RPA) for the new proposed discharge to compare the calculations against those prepared by the RWQCB staff prior to or concurrent with the administrative draft permit. The RPA identifies which pollutants in the City's discharge may have a "reasonable potential" to cause or contribute to a violation of water quality objectives. CONSULTANT's reasonable potential analysis will be consistent with the State's Implementation Policy for the Control of Toxic Pollutants (SIP), the Central Valley Basin Plan, precedent-setting orders adopted by the State Water Resources Control Board and other criteria used by the RWQCB. CONSULTANT will inform the City of the results of its updated reasonable potential analysis to assist in identifying potential issues of concern. CONSULTANT will also prepare an independent projection of effluent limits for those pollutants identified as having a "reasonable potential." CONSULTANT will evaluate the assumptions used by the Regional Board staff in its RPA and in its development of effluent limits. This information will be used in the preparation of comments on the administrative draft permit. CONSULTANT also will review and assess the compliance ramifications (risk, cost, etc.) and major policy/legal issues of the administrative draft permit. CONSULTANT will provide written comments on the administrative draft permit to the cities and NVRRWP consultants and assist in the preparation of the City's comment letter to the RWQCB.

1.1.3 PREPARE COMMENTS ON TENTATIVE ORDERS

The tentative order (TO) is a publically circulated version that would be open to written and oral comments for consideration by the RWQCB members. The cities would be the NPDES permit holders and would require a detailed review to ensure that they could comply with the permit and that limitations, prohibitions, and findings were correctly written. This scope of services covers the cases of separate permits, however, it does not consider the case where the permits are issued at different times or if the permits are substantially different.

CONSULTANT will review and assess the compliance ramifications of the Tentative Order (public draft of the proposed NPDES permit). CONSULTANT will provide written comments on the Tentative Order to City staff and assist in the preparation of the City's comment letter and technical responses to Regional Board staff.

1.1.4 PREPARE FOR AND ATTEND ADOPTION HEARING

CONSULTANT will attend two (2) meetings with Regional Board staff, as follows: one meeting after receipt of the administrative draft permit, and one meeting after receipt of the Tentative Order. CONSULTANT will assist City staff in the preparation for these meetings, including the development of meeting materials, agendas, technical arguments, etc.

Prior to the Regional Board hearing on the City's permit, CONSULTANT will work directly with the City and its representatives to prepare a hearing presentation. CONSULTANT will also attend the hearing and provide assistance and expertise to the City as needed.

Subtask 1.1 Assumptions and Deliverables:

- Assumes agreements between NVRRWP NPDES partners are developed by others in a timely fashion that does not delay NPDES permit adoption
- Assumes development of permit implementation plans (compliance schedules, sample collection plans, permit studies, dilution confirmation, etc.) are not included in this scope, though these may be prepared with remaining funds, as directed by the NVRRWP partners.
- Responses to Regional Board comments on draft Antidegradation analysis including nitrate related modifications
- THM Related Socioeconomic Analysis as an addendum to the Antidegradation Analysis
- CORMIX methods and results memorandum
- Comments and responses to RWQCB questions on the administrative draft permit in letter format with specific input provided by the cities
- Comments and responses to RWQCB questions on the Tentative Order in letter format with specific input provided by the cities
- Presentation materials for meetings with the Regional Board, as directed by the cities, including "talking points" and as-needed technical evaluations

1.2 Coordination and Technical Support with Reclamation

CONSULTANT will provide support in coordinating with the US Bureau of Reclamation staff to:

1. Obtain a Record of Decision from the Bureau of Reclamation
2. Secure approval for a Warren Act Contract
3. Obtain Land Use Authorization for Construction of Facilities within DMC right-of-way (ROW)

1.2.1 General Coordination Support

CONSULTANT shall provide general coordination and support as requested by the Project Partners in meetings, discussions, and overall outreach to the Bureau of Reclamation, including:

- Meetings with Regional Office leadership, including, but not limited to meetings in Sacramento, at ACWA conferences, and at the Water Users Conference, and
- Coordination trips to Washington and/or Denver.

1.2.2 Obtain a Record of Decision

CONSULTANT shall work closely with the Project Partners and Reclamation staff and senior management to obtain the milestone approvals necessary for Reclamation to issue a Record of Decision on the Final EIS.

1.2.3 Secure a Warren Act Contract

CONSULTANT shall provide technical support to the Del Puerto Water District in its efforts to secure a Warren Act Contract. CONSULTANT shall attend meetings and provide input, as requested by Del Puerto Water District and the Project Partners to o

1.2.4 Obtain Land Use Authorization for DMC ROW

CONSULTANT shall provide technical support and coordination with the San Luis Delta-Mendota Water Authority (SLDMWA) and Reclamation, as requested in support of obtaining approval to construct the outfall facility in the DMC ROW.

Subtask 1.2 Assumptions and Deliverables:

- For the purposes of scoping, this assumes 256 hours of coordination and technical support
- Assumes travel costs for Washington/Denver coordination trips are grouped with other elected official outreach which are included in Task 2
- Presentation materials for meetings

2 Outreach Program

Task 2 is the implementation of outreach to stakeholders and elected officials that have a link to the Program.

2.1 Outreach to Stakeholders

CONSULTANT will prepare meeting agendas, materials and minutes for each meeting in addition to general informational handouts. These stakeholders are assumed to include San Luis Delta-Mendota Water Authority (SLDMWA) and its member agencies, local interest groups and DPWD landowners.

Subtask 2.1 Assumptions and Deliverables:

- All meetings are assumed to be held in either the Sacramento, or San Francisco Bay or Modesto/Turlock areas.
- For the purposes of scoping, CONSULTANT assumes 4 meetings will be held.

2.2 Outreach to Elected Officials

CONSULTANT will, in coordination with the Program Partners and their political consultants, initiate and maintain communication with relevant local, State and Federal agencies, as well as local, State and Federal officials and representatives, to discuss the importance of the NVRWP program, the benefits the program brings to the State, Region, and County, funding opportunities, program requirements, and project positioning. CONSULTANT will use these communication opportunities to develop positioning strategies for proposed projects. As directed by the Program Partners, CONSULTANT will coordinate and communicate with the NVRWP Partners' elected officials to ensure each is up to speed on project development, benefits, schedule, and funding opportunities.

If needed, CONSULTANT will provide support to the Program Partners in the following areas:

- Assist in organizing and supporting trips to the State Capitol to meet with state agencies that offer grants.
- Organize and/or host meetings to discuss the NVRWP and conduct tours of potential project sites with key individuals from granting agencies, City/District staff, and City/District elected officials.
- Attend and/or present (with District staff and/or other CONSULTANTS) at various public workshops, Committee meetings, and/or Council meetings.
- Assist in organizing trips to Washington D.C. to meet with legislators to discuss the NVRWP, its benefits, and potential funding opportunities.

Subtask 2.2 Assumptions and Deliverables:

- Two (2) one-day trips to Sacramento
- Two (2) NVRWP tours and/or meetings
- One (1) public workshops/meeting
- One (1) 3-day trip to Washington DC
- Presentation materials as requested for all meetings

2.3 Supporting Documentation Preparation

CONSULTANT will prepare documents, as needed, for supporting the strategic program outline and outreach activities. Potential documents prepared under this subtask include project descriptions and handouts, schedules/timelines, and presentations. Additionally, CONSULTANT may prepare recommended bond or legislative language to obtain direct appropriations for the NVRWP. For the purposes of developing the level of effort for this subtask, CONSULTANT assumes no more than 76 hours will be spent on developing these documents.

Subtask 2.3 Assumptions and Deliverables:

- As-needed document preparation

3 SRF and Related Funding Support

3.1 SRF Loan Application Acceptance and Financial Agreement

CONSULTANT will coordinate with Division of Financial Assistance (DFA) staff and provide additional project information, as requested, to:

- Secure acceptance of the SRF loan application package, targeting the December 2nd, 2015, deadline
 - Including preparing a full financial package for the City of Turlock
- Provide information to DFA, as requested, to obtain an initial and final financing agreement that is compatible with the Design-Build project delivery approach
- Provide ongoing support during construction to administer SRF loan contract

Subtask 3.1 Assumptions and Deliverables:

- Four (4) meetings in Sacramento with DFA staff
- Full Financial Application Package for City of Turlock
- Monthly SRF loan disbursement requests
- For the purposes of scoping, this assumes 156 hours of coordination and technical support to complete loan application package and final financing agreement

3.2 Other Financing and Funding Support

CONSULTANT will provide support and analysis to understand impacts of various financing scenarios. CONSULTANT will also provide information and respond to requests from grant contract administrators to maintain compliance and receive payment from grant programs.

Subtask 3.2 Assumptions and Deliverables:

- Four (4) meetings in Modesto/Turlock to discuss financing and funding support
- For the purposes of scoping, this assumes 150 hours of coordination and technical support

4 Final Environmental Impact Statement

4.1 USFWS Biological Assessment for Endangered Species Act Compliance

CONSULTANT shall modify the revised draft BA submitted to Reclamation in May to address Reclamation's subsequent request to include evaluation of water quality impacts on giant garter snake (GGS). Reclamation has requested that the BA address potential effects of providing refuges with water from the DMC that contains recycled water. Evaluation of effects is assumed to use existing data that is available in the Refuge Recycled Water Supply Study and the Antidegradation Report prepared by Larry Walker Associates. Not included in this scope of work are any additional analyses required to prepare responses to Reclamation's comments, including any analyses regarding the fate of recycled water and any contaminants not included in the previously prepared anti-degradation analysis as related to delivery of recycled water to the Volta (or other) Refuge. Scope of work does not include collecting additional water quality data. CONSULTANT shall submit revised BA to Reclamation, respond to one round of comments from Reclamation staff, and prepare a BA ready for submittal to USFWS.

Subtask 4.1 Assumptions and Deliverable

- It is assumed that Reclamation will provide detailed edits/comments in the Word file for the May 2015 BA indicating the additional information that is requested to address effects on GGS
- Revised Biological Assessment Report for USFWS-draft and final revised reports.

4.2 Bifurcated Final EIS

Reclamation is conducting a final review of the entire Draft EIR/EIS that was published in January 2015, and is editing and commenting on that document. CONSULTANT shall incorporate additional comments from Reclamation into the Final EIS and shall prepare a Final EIS that incorporates revised Draft EIR/EIS text, plus the Responses to Comments chapter that was published as part of the Final EIR. Because Reclamation has not provided comments on most chapters, level of effort is estimated. Scope includes reformatting of document to address Reclamation Visual Identity requirements.

Subtask 4.2 Assumptions and Deliverables

- Consultant will submit reformatted document based on guidance from Reclamation regarding Visual Identity. If further document reformatting for Reclamation Visual Identity is required, it is assumed that Reclamation will complete the final formatting, as needed.
- Final EIS bifurcated from the Final EIR, including Screencheck Final EIS for Reclamation review and Final EIS ready for publication by Reclamation
- Electronic files (pdf and Word versions) will be provided, and up to 9 hard copies of the Final EIS will be printed.

5 Right of Way Acquisition

CONSULTANT, utilizing the services of Richard Smith, will perform right-of-way acquisition for the Combined Pipeline Alternative.

COORDINATION

This effort will involve working with property owners and tenants along the pipeline route. These individuals can be divided into two groups: A) property adjacent to the project ROW where access is not required; and B) property where access is needed for project needs such as temporary and permanent easements and construction staging.

- **Property Adjacent to Project ROW:** These owners and tenants will be contacted to inform them about the project. This provides an opportunity to describe the project and discuss potential impacts during construction and the approach for mitigating these impacts.
- **Property Needed for Construction and Project ROW:** Once the easement needs are identified, meetings will be scheduled with each affected landowner to discuss the project and process for acquiring temporary and permanent easements. The appraiser will determine the value of permanent and temporary easements. The surveyor will provide a list of property owners along the pipeline route.

IDENTIFY AREAS FOR TEMPORARY WORK AND CONSTRUCTION STAGING

Once these areas are identified, a meeting will be scheduled with each property owner/tenant for purposes of negotiating a use agreement. This approach may negate the need for appraisals, preliminary title reports, and costs associated with acquiring temporary use of these areas.

ACQUIRE TEMPORARY AND PERMANENT EASEMENTS

The project surveyor will prepare a legal description of each easement for each affected property. The appraiser will prepare a formal appraisal of the easement(s). I will work with RMC and the NVRNRP to develop the deed restrictions that will be included in the easement deed language. The easement deed restrictions may affect future land use. It will be necessary to obtain a preliminary title report from a local title company to confirm ownership and identify any encumbrances on the property and the surveyor will provide these preliminary title reports. I will develop the offer letter format for approval by RMC and the NVRNRP. I will meet with each affected landowner to present the offer letter for signature/action. It will be my approach to work closely with each landowner to facilitate the process and short cut any issues that could develop. Signed notarized easement deeds will be recorded at the

County. Counties normally waive recording fees for public agencies. However, county recording fees are inexpensive at \$14.00 for the first page and \$3.00 for each additional page.

DOCUMENT PREPARATION AND RECORDING

Prepare the required documents to acquire and record the necessary easements. These documents will be provided to RMC and the NVRWP for review, comment and approval.

NEGOTIATE CROP LOSS DAMAGE PAYMENT

Crop loss negotiations will likely be conducted with both landowners and tenants, since some of the properties may be leased. Actual crop loss will be estimated based on data provided by the landowner/grower. Crop loss is separate and aside from the appraised easement value. Crop loss calculations for annual crops are straight forward being the sum of gross revenue less fixed and variable production cost plus costs incurred to date of construction. The crop loss for permanent crops like almonds is more tedious to determine. It is based on calculating the present value of the existing investment plus the discounted value of future net returns lost as a result of project construction activities. The final calculation will be presented to the landowner/grower for approval and submitted to the NVRNP for payment.

RIGHT OF WAY STATUS REPORTING

A spreadsheet will be developed to track the progress of the easement acquisition and crop loss compensation efforts. The spreadsheet will be updated weekly and provided monthly to the Project Partners. Communications with property owners will be documented with memoranda to the file. This documentation will be provided weekly to the Project Partners.

6 Land Surveys/Support for Right of Way Acquisition

CONSULTANT shall subcontract with O'Dell Engineering to provide parcel boundary and control surveys as necessary for right of way and related property acquisitions.

6.1 Resolved Parcel Boundary Package

CONSULTANT will perform boundary research, boundary field surveys, and boundary analysis to resolve an individual parcel boundary. CONSULTANT will obtain and review a preliminary title report for an individual parcel. The easements listed in the preliminary title report will be mapped where possible.

CONSULTANT will prepare a single land description package for a temporary construction easement OR permanent right of way take. A land description package will include a written description, a plat, and a closure report.

Subtask 6.1 Assumptions and Deliverables

- An AutoCAD Civil 3D 2012 drawing file with the resolved parcel linework and easement mapping linework.
- A copy of the land description package with a written land description signed and sealed by a licensed California land surveyor.
- Scope assumes that 25 individual parcels will need either temporary or permanent easement access.

6.2 Project Record-of-Survey

CONSULTANT will prepare a record of survey map for the project. This record of survey map will meet the requirements of Section 8762 of the California Business and Professions Code and the pre-construction monument preservation requirements of Section 8771 of the California Business and Professions Code. The record of survey map will show:

- Property corner monuments located as part of Task 6.1.
- The footprint of any right of way takes acquired for the project.

Subtask 6.2 Assumptions and Deliverables

- A PDF copy of the preliminary record of survey map.
- A final copy of the filed record of survey map.

7 Program Management, Coordination and QA/QC

Task 7 includes all project management, project coordination and quality assurance/quality control activities. CONSULTANT's Project Manager and Deputy Project Manager will be responsible for the successful completion of this project through the coordination and use of CONSULTANT staff, SUBCONSULTANTS and other team members assigned to this project. This task includes three subtasks as follows.

7.1 Program Oversight and Reporting

Project controls includes the preparation of monthly invoices and progress reports, and ongoing schedule and budget management.

Subtask 7.1 Assumptions and Deliverables:

- Monthly invoices and monthly progress reports will be prepared.
- Milestone schedule/action item list will be prepared

7.2 Team Meetings

Bi-weekly team project calls will be conducted to ensure consistent and timely project communication; one bi-weekly meeting every two months will be conducted in-person. Finally, four additional workshops are scheduled under this subtask, to be conducted on an as-needed basis, to address specific issues as they arise during implementation of this scope of work.

Subtask 7.2 Assumptions and Deliverables:

- CONSULTANT will prepare meeting agendas for the bi-weekly team project calls (38 calls), in addition to agendas and meeting materials for the bi-monthly in-person meetings (6 in-person meetings). These meetings are assumed to be held in the Modesto/Turlock area.
- Four (4) workshops will be conducted on an as-needed basis. CONSULTANT will prepare meeting agenda, meeting materials and meeting minutes for each of these meetings. These meetings are assumed to be held in the Modesto/Turlock area.

7.3 Coordination with Design Build Owners Advisor

CONSULTANT shall conduct a conference call or meeting on an at least monthly basis to provide coordination between ongoing project activities.

7.4 Quality Assurance / Quality Control Measures

Subtask 7.4 includes the implementation of quality assurance and quality control (QA/QC) measures to ensure the quality of work products produced under this scope. This includes the reviews by the CONSULTANT of work completed by subconsultants acting as team members.

8 Optional/Contingent Services

8.1 Additional As-Needed Permitting Support

CONSULTANT, if authorized by the owner, will perform additional support to obtain the permits needed for the construction and operation of the project. Additional support may be needed if complications arise in the permit application process.



Fee Estimate

**Del Puerto Water District, City of Modest
North Valley Regional Recycled Water Pr**

| Task | DDCs | | | | | Total |
|--|-----------|-----------|-----------------------------|---------|------------|-----------|
| | Permit | Design | All Governmental Activities | Other | Total DDCs | |
| Task 1: Institutional and Regulatory Support | | | | | | |
| 1.1 RWQCB NPDES Permit Support | | | | | | |
| 1.1.1 Permit Development | | \$54,675 | \$67,909 | \$100 | \$100 | \$122,684 |
| 1.1.2 Administrative Permit Review and Respond to Information Requests | | \$17,720 | \$18,968 | \$0 | \$0 | \$36,688 |
| 1.1.3 Prepare Comments on Tentative Orders | | \$11,235 | \$11,767 | \$0 | \$0 | \$23,002 |
| 1.1.4 Prepare for and Attend Adoption Hearing | | \$6,335 | \$6,652 | \$100 | \$100 | \$13,187 |
| 1.2 Coordination and Technical Support with Reclamation | | | | | | |
| 1.2.1 General Coordination Support | | \$0 | \$0 | \$100 | \$100 | \$100 |
| 1.2.2 Obtain Record of Decision | | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1.2.3 Secure Warren Act Contract | | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1.2.4 Obtain Land Use Authorization for DMC ROW | | \$0 | \$0 | \$100 | \$100 | \$200 |
| Subtotal Task 1: | \$0 | \$74,635 | \$86,629 | \$200 | \$200 | \$161,664 |
| Task 2: Outreach Program | | | | | | |
| 2.1 Outreach to Stakeholders | \$5,500 | \$5,500 | \$5,775 | \$150 | \$150 | \$11,975 |
| 2.2 Outreach to Elected Officials | \$0 | \$0 | \$4,500 | \$4,500 | \$4,500 | \$9,000 |
| 2.3 Supporting Documentation Preparation | \$4,500 | \$0 | \$0 | \$500 | \$500 | \$5,000 |
| Subtotal Task 2: | \$10,000 | \$5,500 | \$10,275 | \$500 | \$500 | \$20,575 |
| Task 3: SRP and Related Funding Support | | | | | | |
| 3.1 SRP Loan Application Acceptance and Financing Agreement | \$8,000 | \$0 | \$8,400 | \$150 | \$150 | \$16,650 |
| 3.2 Other Funding and Financing Support | \$0 | \$0 | \$0 | \$150 | \$150 | \$300 |
| Subtotal Task 3: | \$8,000 | \$0 | \$8,400 | \$300 | \$300 | \$17,000 |
| Task 4: Final Environmental Impact Statement | | | | | | |
| 4.1 USFWS Biological Assessment for Endangered Species Act Compliance | \$40,000 | \$40,000 | \$0 | \$0 | \$0 | \$80,000 |
| 4.2 Unlabeled Final EIS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Subtotal Task 4: | \$40,000 | \$40,000 | \$0 | \$0 | \$0 | \$80,000 |
| Task 5: Right of Way Acquisition | | | | | | |
| 5.0 Right of Way Acquisition | \$0 | \$57,000 | \$50,564 | \$0 | \$0 | \$107,564 |
| Subtotal Task 5: | \$0 | \$57,000 | \$50,564 | \$0 | \$0 | \$107,564 |
| Task 6: Land Survey/Support for Right of Way Acquisition | | | | | | |
| 6.1 Resolved Parcel Boundary Package (assumes 25 parcels) | \$175,000 | \$175,000 | \$0 | \$0 | \$0 | \$350,000 |
| 6.2 Project Record-of-Survey | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Subtotal Task 6: | \$175,000 | \$175,000 | \$0 | \$0 | \$0 | \$350,000 |
| Task 7: Program Management, Construction and QA/QC | | | | | | |
| 7.1 Program Oversight and Reporting | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 7.2 Team Meetings | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 7.3 Coordination with Design-Build Owners Advisor | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 7.4 Quality Assurance/Quality Control Measures | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Subtotal Task 7: | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Optional/Contingent Services | | | | | | |
| Additional As-Needed Permitting Support | \$0 | \$0 | \$0 | \$100 | \$100 | \$200 |
| Subtotal Optional/Contingent Services: | \$0 | \$0 | \$0 | \$100 | \$100 | \$200 |

| Task | Permit | Design | All Governmental Activities | Other | Total DDCs | Total |
|------------------------------|------------------|------------------|-----------------------------|--------------|--------------|------------------|
| Task 1 | | \$74,635 | \$86,629 | \$200 | \$200 | \$161,664 |
| Task 2 | \$10,000 | \$5,500 | \$10,275 | \$500 | \$500 | \$20,575 |
| Task 3 | \$8,000 | \$0 | \$8,400 | \$300 | \$300 | \$17,000 |
| Task 4 | \$40,000 | \$40,000 | \$0 | \$0 | \$0 | \$80,000 |
| Task 5 | \$0 | \$57,000 | \$50,564 | \$0 | \$0 | \$107,564 |
| Task 6 | \$175,000 | \$175,000 | \$0 | \$0 | \$0 | \$350,000 |
| Task 7 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Optional/Contingent Services | \$0 | \$0 | \$0 | \$100 | \$100 | \$200 |
| Total | \$233,000 | \$277,135 | \$145,269 | \$800 | \$800 | \$657,004 |

- The individual hourly rates include salary, overhead and profit.
- Subcontractors will be billed at actual cost plus 5%.
- Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be \$)

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

| | | |
|---------------------------------------|---|-----------------------|
| IN THE MATTER OF APPROVING A COST | } | RESOLUTION NO. 2016-- |
| SHARING AGREEMENT WITH THE CITY OF | } | |
| MODESTO AND DEL PUERTO WATER | } | |
| DISTRICT FOR EXPENSES ASSOCIATED WITH | } | |
| THE PHASE 4 IMPLEMENTATION SUPPORT | } | |
| FOR THE NORTH VALLEY REGIONAL | } | |
| RECYCLED WATER PROJECT, IN AN AMOUNT | } | |
| NOT TO EXCEED \$396,151, FROM FUNDS | } | |
| BUDGETED IN ACCOUNT NUMBER | } | |
| 410-51-530.43340 "NORTH VALLEY | } | |
| REGIONAL RECYCLED WATER PROJECT" | } | |
| <hr/> | | |

WHEREAS, the City is a partner in the North Valley Regional Recycled Water Project;
and

WHEREAS, the City discharges tertiary treated recycled water to the San Joaquin River;
and

WHEREAS, the City, in partnership with the City of Modesto and Del Puerto Water District, has been working together on feasibility studies to better understand the technical, environmental, and regulatory issues associated with conveying recycled water to the Delta Mendota Canal for irrigation purposes; and

WHEREAS, the proposed project will reduce the need for groundwater pumping in dry years.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the Cost Sharing Agreement with the City of Modesto and Del Puerto Water District for expenses associated with Phase 4 Implementation Support for the North Valley Regional Recycled Water Project, in an amount not to exceed \$396,151, from funds budgeted in account number 410-51-530.43340 "North Valley Regional Recycled Water Project."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

5G

January 26, 2016

From: Kellie Jacobs-Hunter, Director of Administrative Services

Prepared by: Betty Gonzalez, Purchasing Coordinator & Larry Gilley,
Utilities Manager

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the service agreement with Bay Area Coating Contractors, Inc., for water storage tank inspection service for Municipal Services, for a period of twelve (12) months, in an amount not to exceed \$3,200

2. DISCUSSION OF ISSUE:

Municipal Services Department operates and maintains two (2) steel potable water storage tanks. As part of the City's routine maintenance schedule, a five (5) year professional maintenance inspection is necessary that requires special technical expertise and equipment. The inspection service will include exterior and interior evaluations to determine the current condition of the coating systems and overall condition of each tank site. The scope also includes a written evaluation for each tank describing the condition along with recommendations for repair work.

Bay Area Coating Contractors, Inc. will provide the technical expertise and specialty inspection services required to complete the inspection services.

The Purchasing Office solicited formal bids for Water Storage Tank Inspection Services in a Request for Proposal (RFP) 15-337 by publishing the formal bid notice in the local newspaper, the City's website, City's Hall bulletin board, and contacting potential bidders by fax or mail.

Four (4) vendors were solicited and no local vendors within the City limits submitted a bid. Staff received two bid proposal from Bay Area Coating Contractors, Inc. and MMI Tank & Industrial Service.

Staff is requesting that the bid submitted by MMI Tank & Industrial Services be rejected pursuant to Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-09(c) (4) rejection of bids. MMI Tank & Industrial Services bid proposal was not compliant with the bid specifications.

A recap of the bids is shown below:

| | Contractor Name | Annual Amount |
|----|---|---------------|
| 1. | Bay Area Coating Contractors, Inc. of Denair | \$3,200 |
| 2. | MMI Tank & Industrial Services of | Bid Rejected |
| 3. | Team Industrial Services of Benicia | No bid reply |
| 4. | Diversified Project Services International of Bakersfield | No bid reply |

3. BASIS FOR RECOMMENDATION:

Staff is recommending an authorization to award Contract No. 15-159 to Bay Area Coating Contractor, Inc. the only responsive and responsible bidder meeting all specifications and requirements.

Policy Goal and Implementation Plan Initiative:

Not specifically identified within the Mayor and City Council Policy Goals and Implementation 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: \$3,200

Budget Amendment

5. CITY MANAGER'S COMMENTS:

Recommend Approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the services agreement. This alternative is not recommended, this services must be conducted by a registered professional with experience in the inspection of steel structures.



AGREEMENT FOR SERVICES
between
CITY OF TURLOCK
and
BAY AREA COATING CONTRACTORS, INC.
for
WATER STORAGE TANK INSPECTION SERVICES
CITY CONTRACT 15-159

THIS AGREEMENT is made this 26th day of January, 2016, by and between the CITY OF TURLOCK, a municipal corporation of the State of California hereinafter referred to as "CITY" and BAY AREA COATING CONTRACTORS, INC., a California Corporation, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CITY has a need for water storage tank inspection services; and

WHEREAS, CONTRACTOR has represented itself as duly trained, qualified, and experienced to provide such 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 services in accordance with the standards of its profession and the specifications attached hereto as Section 1. CONTRACTOR shall provide Services that are acceptable to CITY.

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

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

4. COMPENSATION: CITY agrees to pay CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Section 1 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 Three Thousand Two Hundred and No/100^{ths} Dollars (\$3,200.00). CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning February 1, 2016 and ending January 31, 2017, subject to CITY's availability of funds.

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

7. INSURANCE: CONTRACTOR shall not commence work or services 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 or services 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 or services 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:** When applicable, 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: Upon request of CITY, any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONTRACTOR shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured 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 insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

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

or considered to create an employer-employee relationship or a joint venture.

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

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

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

11. TERMINATION OF STATED EVENT:

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

(b) Termination by CITY for Default of CONTRACTOR. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONTRACTOR. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to

any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONTRACTOR, dishonesty or theft.

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

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

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

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

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

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

13. NONDISCRIMINATION: In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall also

comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

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

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

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

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

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

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

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

Until a change order is so executed, CITY will not be responsible to pay any

charges CONTRACTOR may incur in performing such additional services, and CONTRACTOR shall not be required to perform any such additional services.

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

22. CERTIFIED PAYROLL REQUIREMENT: For CONTRACTORS performing field work on public works contracts on which prevailing wages are required, CONTRACTOR shall comply with the provisions the California Labor Code including, but not limited to, Section 1776 regarding payroll records, and shall require its subcontractors and subcontractors to comply with that section as may be required by law.

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

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

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

CONTRACTOR agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONTRACTOR services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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

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

28. COMPLIANCE WITH LAWS: CONTRACTOR shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to prevailing wage laws, if applicable. CONTRACTOR shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

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

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

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

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

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

for CONTRACTOR: BAY AREA COATING CONSULTANTS, INC.
ATTN: ED DARRIMON
PO BOX 867
DENAIR, CA 95316
PHONE: (888) 384-6839
FAX: (209) 669-3633
EMAIL: edarrimon@bayareacoating.com

for CITY: CITY OF TURLOCK
ATTN: LARRY GILLEY
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5456
PHONE: (209) 668-5590 Ext. 4442
FAX: (209) 668-5696
EMAIL: Lgilley@turlock.ca.us

35. CONTRACT ADMINISTRATOR: The CITY's contract administrator and contact person for this Agreement is:

Larry Gilley, Utilities Manager
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, CA 95380-5456
(209) 668-5590 Ext. 4442
Lgilley@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

BAY AREA COATING CONSULTANT, INC.

By: _____

Gary Soiseth, Mayor

or

Michael I. Cooke, Interim City Manager

Date: _____

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Phaedra A. Norton, City Attorney

ATTEST:

By: _____

Kellie E. Weaver, City Clerk

**SECTION 1
CITY OF TURLOCK
WATER STORAGE TANK INSPECTION SERVICES**

SPECIFICATIONS / SCOPE OR WORK

Contractor provide inspection services for comprehensive inspections of both the interior and exterior of two (2), one (1) million gallon welded steel potable water storage tanks.

Contractor must be properly qualified to do such work shall provide inspection services. The qualification are as follows:

- 1) An engineering organization or individual whose principles are registered professional engineers specializing in inspections services and having at least five (5) years' experience in the inspection of steel structures.
- 2) Inspection or safety agencies of the state of California and are empowered to render inspection services in steel construction and maintenance.

Inspections and Reports Requirements

Contractor shall follow the AWWA Manual M 42 inspecting and repairing steel water tanks. The inspection and inspection reports shall be performed in accordance with the AWWA M 42 latest edition. (Formerly AWWA standard D101).

All engineering and inspection shall conform to the requirements of AWWA D100-5; NACE International; ANSI; ASTM; and the California State Water Resources Control Board.

City's Responsibility

The City shall drain the tanks one at a time, prior to the inspection of the engineer. The engineer shall notify the City seventy-two (72) hours prior to the inspection so that the City will have ample time to drain and remove access covers.

Scope of Work

Each tank shall be inspected, cleaned, repaired and the engineers report delivered to the City, prior to the second tank being taken out of service for any inspection. The City shall notify the engineer when the first tank is back in service.

Engineering Reports

The engineering report will include a cost estimate to repair the structure. The estimated life any repair of coating recommendations, and an expected remaining service life of the storage tank. Two (2) copies of the report shall be delivered to the City.

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFP 15-337

BID DUE DATE: DECEMBER 15, 2015

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

WATER STORAGE TANK INSPECTION SERVICES

- 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: Bay Area Coating Consultants, Inc.

Address: P.O. Box 867 Denair .CA. 95316

Telephone Number 888-384-6839 Fax Number 209-669-3633

E-Mail Address edarrimon@bayareacoating.com

Authorized Representative (print) Ed Darrimon

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for December 15, 2015, at the prices indicated herein.

Bid Sheet

| Description | Total Bid Amount |
|----------------------------------|------------------|
| Two (2) Storage Tank Inspections | \$ 3,200.00 |

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 _____% discount is offered for payment within _____ 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: _____

"Piggyback" Contracting

Will your firm extend the same prices, terms and conditions to other public agencies?

Yes No (Complete Exhibit F, page 23 and submit with bid proposal)

Order Contact

Provide the following information about the City's contact for service or order:

| | |
|----------------|--|
| Name: | Ed Darrimon |
| Phone Number: | 209-669-3666 |
| Fax Number: | 209-669-3633 |
| Cell Number: | 209-652-6962 |
| Email Address: | edarrimon@bayareacoating.com |

Delivery (if applicable)

Method of Delivery: Common Carrier Private Company Carrier

(Please circle one choice or describe alternative method)

Compliance

Bidder, have you complied with the specifications, terms and conditions of this bid?

Yes NO _____

A "NO" answer requires a detailed explanation giving reference to all deviations.

Addendums (if applicable):

Bidder acknowledges receipt of ADDENDUM NO. _____, _____, _____

Terms

- 1) 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)

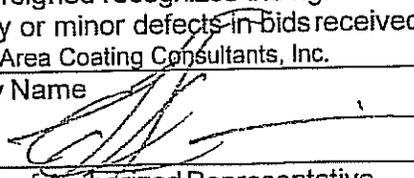
CONTRACTOR's License No. N/A Expiration Date: _____

CONTRACTOR certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

Bay Area Coating Consultants, Inc.

Company Name



Signature of Authorized Representative

84-1652941

Federal Tax ID Number



Council Synopsis

January 26, 2016

From: Garner Reynolds, Acting Municipal Services Director

Prepared by: Allison Martin, Executive Administrative Assistant

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Professional Services Agreement between the City of Turlock and Dan Cortinovis, P.E., to conduct a Process Optimization Study for the Water Quality Control Facility, in an amount not to exceed \$4,992 (Non-General Fund 410-51-530.43320 "Special Services / Projects")

2. DISCUSSION OF ISSUE:

The City of Turlock's Water Quality Control Facility has issues, at times, with exceeding turbidity discharge requirements. Turbidity is one of the limiting criteria the water quality must meet in order to be beneficially recycled. Staff is requesting to hire a specialist in process control optimization to perform a review and study of the Water Control Facility's processes to determine methods and controls to achieve improved compliance with the effluent turbidity limits.

The objectives of the Process Optimization Study include: assessment of biological treatment process control parameters, evaluation of the effects of weekly variations in loadings on performance, study of seasonal changes on process operation, and a discussion on the relevance of data collection and process control calculations. The scope of work is attached in Exhibit A.

3. BASIS FOR RECOMMENDATION:

A. Dan Cortinovis is a consulting civil engineer that specializes in wastewater treatment facility design, facility startup, training and process control optimization. He has a B.A. in Chemistry and M.S. in Civil Engineering and is a Professional Civil Engineer. He is also a Grade V Wastewater Treatment Plant Operator and the author of three books on wastewater operations. He has worked as a wastewater treatment plant operator, supervisor, superintendent and principal engineer for Brown and Caldwell and resident engineer for Harris Associates. He has been an independent consultant since 1985. He is very qualified to perform a plant optimization study for the City of Turlock Water Quality Control Facility.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2: Fiscal Responsibility

General Principles:

4. Create an "efficient" and effective organization

Action Item:

6. Implement sewer and water rates to sustain services to implement capital improvement programs

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

\$4,992 to Fund 410-51-530-43320 "Special Services / Projects"

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Do not hire a consultant for this work and perform the study in house. This alternative is not recommended as this is specialized work. It is recommended that a professional consultant, with experience in this field, be retained to complete this work.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
DAN CORTINOVIS, P.E.
for
WATER QUALITY CONTROL FACILITY PROCESS OPTIMIZATION STUDY
CITY PROJECT NO. 15-160

THIS AGREEMENT is made this 26TH day of January, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and Dan Cortinovic, P.E., a Consulting Civil Engineer, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103. CITY has a need to conduct a Process Optimization Study for the Water Quality Control Facility; and

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

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

1. **SCOPE OF WORK:** CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A. CONSULTANT shall provide Services that are acceptable to CITY.
2. **PERSONNEL AND EQUIPMENT:** CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT shall reasonably require to accomplish said Services.
3. **SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed five thousand and 00/100^{ths} Dollars (\$5,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective January 26, 2016, and end June 30, 2016, subject to CITY's availability of funds.

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

(a) Minimum Scope of Insurance: When applicable, 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.

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Upon request of CITY, any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT 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 insured with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (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, CONSULTANT's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONSULTANT's insurance and shall not contribute with it.

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

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

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

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

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

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

7. INDEMNIFICATION: CONSULTANT shall indemnify, defend, and hold harmless

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

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

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

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

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

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

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

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

Agreement.

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work

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

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

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

13. 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. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the 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 CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

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

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

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

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

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

21. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of the California Labor Code including, but not limited to, Section 1776 regarding payroll records, and shall require its subconsultants 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 CONSULTANT'S charges to CITY under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment

for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

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

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

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

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

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 CONSULTANT: Dan Cortinovis, P.E.
Consulting Civil Engineer
1757 Alpenglow Lane

Lincoln, CA 95648-8474
PHONE: 925-262-7345
EMAIL: dlcortin@aol.com

for CITY: CITY OF TURLOCK
ATTN: Michael Cooke
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5590 Ext. 4418
FAX: (209) 668-5695

34. CITY CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Wayne Clay
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590
E-mail: wclay@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

Dan Cortinovis, P.E.

By: _____
Gary Soiseth, Mayor

By: _____

or

Title: _____

Michael I. Cooke, Interim City Manager

Print name: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT A

*Dan Cortinovis, P.E.
Consulting Civil Engineer
Email DLCORTIN@aol.com*

*1757 Alpenglow Lane
Lincoln, CA 95648-8474
Mobile 925-262-7345*

Dan Cortinovis is licensed by the Board for Professional Engineers and Land Surveyors.

December 9, 2015

Michael Cooke
City of Turlock Municipal Services
156 South Broadway, Suite 270
Turlock, CA 95380

Process Optimization Study Proposal

Michael,

Per our discussion, I am pleased to present this proposal to conduct a Process Optimization Study for the Water Quality Control Facility. The total cost will not exceed \$4,992, based on a maximum of 32 hours at \$156 per hour. I will bill only for hours worked. Any expenses are included in the hourly rate, not billed extra. I can start as soon as I receive authorization and would complete the final report within 30 days.

After this study is complete, I would be available for on-call services as needed.

Study Objectives

The objectives of the Process Optimization Study will include the following:

- Enhancement of turbidity removal and Title 22 compliance,
- Assessment of biological treatment process control parameters,
- Evaluation of the effects of weekly variations in loadings on performance,
- Analysis of the impacts of in-plant recycle such as sludge lagoon supernatant,
- Study of seasonal changes on process operation and performance,
- Discussion of the relevance of data collection and process control calculations.

Scope of Work

| | |
|--------|---|
| Task 1 | Work on site with plant staff to discuss process operation and performance. |
| Task 2 | Review plant data sheets and discuss relevance of data and calculations. |
| Task 3 | Study the plant NPDES permit requirements and effluent limitations. |
| Task 4 | Submit a draft report summarizing findings and recommendations. |
| Task 5 | Receive and evaluate City comments on draft report. |
| Task 6 | Meet with staff to discuss draft report and collect additional information. |
| Task 7 | Incorporate City comments and additional information into final report. |
| Task 8 | Submit final report and follow up as needed. |

Insurance Coverage

General Liability - The Hartford, \$2,000,000 per occurrence.

Automobile Liability - AAA, \$1,000,000 per occurrence.

Professional Liability – Hiscox, \$1,000,000 per occurrence.

Workers Compensation - Not applicable, self-employed with no employees.

I am looking forward to working with you and Wayne Clay on this interesting project.

Regards,

Dan Cortinovis, P.E.
Consulting Civil Engineer



Council Synopsis

51

January 26, 2016

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

Prepared by: Carla McLaughlin, Staff Services Technician

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase of two (2) new Ford $\frac{3}{4}$ ton F250 4 x 2 regular cab pickup trucks and one (1) new Ford $\frac{3}{4}$ ton F250 4 x 2 crew cab pickup truck, from Downtown Ford Sales, through the State of California Contract No. 1-14-23-20A, pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 08(b)(5) without compliance to the formal bid procedure, in an amount not to exceed \$92,229

2. DISCUSSION OF ISSUE:

The City is engaged in a joint purchasing plan with the State of California CMAS Contract #1-14-23-20A for the purchase of two (2) new Ford $\frac{3}{4}$ ton F250 4 X 2 regular cab pickup trucks and one (1) new Ford $\frac{3}{4}$ ton F250 4 X 2 extended cab pickup truck from Downtown Ford Sales of Sacramento, pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-08(b)(5), without compliance to the formal bid procedure. The State of California Department of General Services competitively bids contracts and local agencies may contract with the suppliers that are awarded these contracts without further competitive bidding as per attached quotes.

Staff has identified the need to replace two (2) pickup trucks and add one (1) new pickup truck assigned to the Parks, Recreation and Public Facilities Department. The two (2) new Ford $\frac{3}{4}$ ton F250 4 X 2 regular cab pickup trucks will replace the two (2) 2001 Ford CNG pickup trucks that will no longer be available to use due to the fuel tank expiration on May 8, 2016. The third (3) new Ford $\frac{3}{4}$ ton F250 4 X 2 crew cab pickup truck will be an expansion of the Public Facilities Maintenance fleet to accommodate employees.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

6. Ensure efficient use of resources and maximize value within department budgets.

Action Item:

5. Plan, review and update the Capital Improvement Plan (CIP) and the Equipment Replacement Plan.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal impact: Already in approved budget

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Council may postpone this purchase. However, staff does not recommend this as an alternative, the increase of responsibilities and lack of pickup trucks would delay the level of services.



BUDGET REQUEST FOR NEW VEHICLE ACQUISITION

DATE: 9/30/15

REQUESTING DEPARTMENT: Parks/Recreation and Public Facilities

DEPARTMENT HEAD SIGNATURE: Allison Vandewerde

Vehicle requested for Acquisition in the 2015/16 Fiscal year.

Amount Budgeted: \$ 30,000.00
Account Number(s): 506-00-400-231.51020

Will this be a lease purchase? [] YES [x] NO

Type of Vehicle Request: FORD 3/4 TON Pickup F250 Reg CAB.

Ancillary Equipment required (i.e. tool boxes, communications radio etc.): Day time running lights, Royal 40-VO-98 utility Body

Complete Section A below if this vehicle will be an addition to your department fleet.

Section "A" - Justification for expanding your department fleet: [Empty box]

Complete Section B below if this vehicle will be replacing a vehicle in your department fleet.

Section B
Vehicle Being replaced: Year: 2001 Make: Ford
Model: F-150 Vehicle #: 2T01-7027
Mileage:

Are you declaring this vehicle as surplus? [] Yes [x] No CNSGTankers Exp 5-8-16

City Manager Approval: Roy W. Woodin Date: 10/7/15

QUOTATION

DOWNTOWN FORD SALES
 525 N16th Street, Sacramento, CA. 95814
 916-442-6931 fax 916-491-3138

DF103015845

QUOTATION

Customer

Name CITY OF TURLOCK
 Address _____
 City _____ CA _____
 Phone ITEM #2

Date 10/30/2015
 REP FORBESS
 Phone _____
 FOB _____

| Qty | Description | Unit Price | TOTAL |
|-----|--------------------------------------|-------------|-------------|
| 1 | 2016 FORD F250 REGULAR CAB 4X2 | \$18,503.00 | \$18,503.00 |
| 1 | DAYTIME RUNNING LIGHTS | \$42.00 | \$42.00 |
| 2 | EXTRA KEYS | \$178.00 | \$356.00 |
| 2 | PARTS MANUAL | \$279.00 | \$558.00 |
| 2 | SHOP MANUAL | \$294.00 | \$588.00 |
| 1 | SPRAY IN BEDLINER | \$579.00 | \$579.00 |
| 1 | ROYAL RO-VO-98 OPEN TOP UTILITY BODY | \$5,812.00 | \$5,812.00 |
| 1 | DOCUMENTATION FEE (DOC FEE) | \$80.00 | \$80.00 |

Payment Details

-
-
-

| | | |
|-------|--------------|--------------------|
| | | \$26,518.00 |
| | SHIPPING | \$200.00 |
| Taxes | 7.625 | \$2,021.99 |
| | TIRE FEE | \$8.75 |
| | TOTAL | \$28,748.74 |

Office Use Only

TERMS: \$500.00 DISCOUNT FOR PAYMENT IN 20 DAYS

3/27/15

NEW FORD ¾ TON PICKUP F250 4X2 REG CAB

PRICING BASED UPON COST +/- 10% FOR OPTIONS/CHANGES

STATE OF CALIFORNIA CONTRACT #1-14-23-20A

| MAJOR STANDARD EQUIPMENT | | PRICE | ✓ |
|---|--|--------------------|---|
| 2WD 6.2L V8 FLEX FUEL, 8 FT BED, 6-SPEED AUTOMATIC TRANSMISSION, XL TRIM, TRAILER TOW PACKAGE, AIR CONDITIONING, AM/FM, TILT WHEEL, VINYL SEATS, RUBBER FLOORING | | | |
| | | \$18,503.00 | |
| AVAILABLE OPTIONS | | PRICE | ✓ |
| CHANGE TO SUPERCAB - SEE SUPER CAB SHEET | | 3410.00 | |
| CHANGE TO CREW CAB - SEE CREW CAB SHEET | | 4457.00 | |
| SHORT BED 6 ½ FT BOX (SUPER CAB AND CREW CAB ONLY) | | (165.00) | |
| CHANGE TO 2015 F150 ½ TON PICKUP (SEE F150 SHEET FOR OPTIONS) | | 917.00 | |
| CHANGE TO F350 1-TON PICKUP (SEE F350 PICKUP SHEETS) | | 2120.00 | |
| 6.7L DIESEL ENGINE | | 7952.00 | |
| 40/20/40 CLOTH SEAT | | 294.00 | |
| BLUETOOTH - DEALER INSTALLED | | 495.00 | |
| BLUETOOTH - FACTORY SYNC | | 601.00 | |
| BUCKET SEATS, HIGH BACK, CLOTH | | 576.00 | |
| CAB STEPS (RUNNING BOARDS) | | 348.00 | |
| CAMPER SHELL, LEER LEGEND | | 1660.00 | |
| CRUISE CONTROL | | 220.00 | |
| DAYTIME RUNNING LIGHTS | | 42.00 | ✓ |
| EXTRA KEY (NO POWER GROUP) | | 178.00 | |
| EXTRA KEY W/KEY FOB (REQUIRES POWER GROUP) | | 276.00 | |
| HD SERVICE SUSPENSION | | 118.00 | |
| LIMITED SLIP REAR AXLE | | 366.00 | |
| MANUAL PARTS (CD ROM) | | 279.00 | |
| MANUAL SHOP (CD ROM) | | 294.00 | |
| MATERIAL RACK | | 1395.00 | |
| POWER GROUP - POWER WINDOWS, POWER LOCKS, POWER HEATED MIRRORS | | 1076.00 | |
| PRIVACY GLASS | | 375.00 | |
| PUSH BUMPER, SETINA OR GO RHINO | | 597.00 | |
| REVERSE AID SENSOR | | 229.00 | |
| REVERSE CAMERA | | 508.00 | |
| SLIDING REAR WINDOW | | 118.00 | |
| SPOT LAMP (EACH) - PILLAR(S) OR ROOF MOUNT | | 484.00 | |
| SPRAY-IN BEDLINER | | 579.00 | ✓ |
| TAILGATE STEP | | 352.00 | |
| TELESCOPING TRAILER MIRRORS | | 118.00 | |
| TOMMYGATE 1000# LIFTGATE | | 3150.00 | |
| TOOLBOX - DIAMONDPLATE - CROSS BOX | | 795.00 | |
| TOW COMMAND - ELECTRIC BRAKE CONTROLLER | | 253.00 | |
| TUTONE PAINT (PD OR SHERIFF BLACK/WHITE OR FIRE RED/WHITE) | | 1550.00 | |
| UNDERSEAL CHASSIS | | 390.00 | |
| UPFITTER SWITCHES | | 118.00 | |
| VEHICLE ALARM WITH GLASS BREAKAGE | | 395.00 | |
| XL VALUE PKG - AM/FM/CD/MP3, CHROME BUMPERS, CHROME HUB COVERS | | 558.00 | |
| XLT TRIM - CHROME BUMPERS/GRILL, POWER WINDOWS/LOCKS, TELESCOPING TRAILER TOW MIRRORS W/ POWER HEATED GLASS, ALUM WHEELS, PRIVACY REAR GLASS, SYNC VOICE ACTIVATED COMMUNICATIONS, AM/FM/CD/MP3, CARPET (CAN BE DELETED), 40/20/40 CLOTH BENCH SEAT, TRAILER BRAKE CONTROLLER, REMOTE KEYLESS ENTRY, PERIMETER ANTI-THEFT ALARM | | 4906.00 | |
| SERVICE BODIES | | | |
| ROYAL 40-VO-98 UTILITY BODY | | 5812.00 | ✓ |
| PACIFIC 96401549 | | 5720.00 | |
| KNAPHEIDE 696J40 CLOSED TOP (ADD \$425 FOR OPEN TOPS) | | 5740.00 | |
| DIAMOND 16-38-96-CT B49 CLOSED TOP (ADD \$150 FOR OPEN TOPS) | | 5307.00 | |
| HARBOR | | 5740.00 | |
| SCELZI CROWN-SBCR-98-79-49-38V CLOSED TOP (ADD \$160 FOR OPEN TOPS) | | 5388.00 | |
| CTEC | | 7011.00 | |

3/27/15

| | | |
|---|-----------|--|
| ANIMAL CONTROL BODY AB-5AC-96 - DIAMOND | 13,282.00 | |
| RECEIVER HITCH | 595.00 | |
| WARRANTY EXTRA CARE, 5YR/100,000 MILE/\$100 DEDUCTIBLE (FORD ESP) | 2142.00 | |



BUDGET REQUEST FOR NEW VEHICLE ACQUISITION

DATE: 10-1-15

REQUESTING DEPARTMENT: Parks, Recreation and Public Facilities Dept

DEPARTMENT HEAD SIGNATURE: *Missie VanGuilder*

Vehicle requested for Acquisition in the 2015/16 Fiscal year.

Amount Budgeted: \$35,000.00
Account Number(s): (506) ~~506~~ - 00 - 000 - 234 - 51020

Will this be a lease purchase? YES NO

Type of Vehicle Request:

Ford 3/4 TON Pickup 250 4x2 Crew Cab.

Ancillary Equipment required (i.e. tool boxes, communications radio etc.):

Material Rack, Royal 40-VO-98 utility body

Complete Section A below if this vehicle will be an addition to your department fleet.

Section "A" - Justification for expanding your department fleet:

Expansion of fleet to accommodate employees.

Complete Section B below if this vehicle will be replacing a vehicle in your department fleet.

Section B

Vehicle Being replaced: Year: _____ Make: _____
Model: _____ Vehicle #: _____
Mileage: _____

Are you declaring this vehicle as surplus? Yes No

City Manager Approval: *Roy W. Washin* Date: 10/13/15

QUOTATION

DOWNTOWN FORD SALES
 525 N16th Street, Sacramento, CA. 95814
 916-442-6931 fax 916-491-3138

DF103015840

QUOTATION

Customer

Name CITY OF TURLOCK
 Address _____
 City _____ CA _____
 Phone ITEM #2

Date 10/30/2015
 REP FORBESS
 Phone _____
 FOB _____

| Qty | Description | Unit Price | TOTAL |
|-----|--------------------------------------|-------------|-------------|
| 1 | 2016 FORD F250 CREW CAB 4X2 | \$22,960.00 | \$22,960.00 |
| 1 | DAYTIME RUNNING LIGHTS | \$42.00 | \$42.00 |
| 2 | EXTRA KEYS | \$178.00 | \$356.00 |
| 2 | PARTS MANUAL | \$279.00 | \$558.00 |
| 1 | SHOP MANUAL | \$294.00 | \$294.00 |
| 1 | OVERHEAD MATERIAL RACK | \$1,395.00 | \$1,395.00 |
| 1 | SPRAY IN BEDLINER | \$579.00 | \$579.00 |
| 1 | ROYAL RO-VO-98 OPEN TOP UTILITY BODY | \$5,812.00 | \$5,812.00 |
| 1 | DOCUMENTATION FEE (DOC FEE) | \$80.00 | \$80.00 |

Payment Details

| | | |
|-------|--------------|--------------------|
| | | \$32,076.00 |
| | SHIPPING | \$200.00 |
| Taxes | 7.625 | \$2,445.79 |
| | TIRE FEE | \$8.75 |
| | TOTAL | \$34,730.54 |

Office Use Only

TERMS: \$500.00 DISCOUNT FOR PAYMENT IN 20 DAYS

3/27/15

Assr

NEW FORD ¾ TON PICKUP F250 4X2 CREW CAB
PRICING BASED UPON COST +/- 10% FOR OPTIONS/CHANGES
STATE OF CALIFORNIA CONTRACT #1-14-23-20A

| | | |
|---|-------------|---|
| MAJOR STANDARD EQUIPMENT 2WD 6.2L V8 FLEX FUEL, 6-1/2 FT BED, 6-SPEED AUTOMATIC TRANSMISSION, XL TRIM, TRAILER TOW PACKAGE, AIR CONDITIONING, AM/FM, TILT WHEEL, VINYL SEATS, RUBBER FLOORING | \$22,960.00 | |
| AVAILABLE OPTIONS | PRICE | ✓ |
| Longbed | 208.00 | |
| 6.7L DIESEL ENGINE | 7952.00 | |
| 40/20/40 CLOTH SEAT | 294.00 | |
| BLUETOOTH - DEALER INSTALLED | 495.00 | |
| BLUETOOTH - FACTORY SYNC | 601.00 | |
| BUCKET SEATS, HIGH BACK, CLOTH | 576.00 | |
| CAB STEPS (RUNNING BOARDS) | 348.00 | |
| CAMPER SHELL, LEER LEGEND | 1880.00 | |
| CRUISE CONTROL | 220.00 | |
| DAYTIME RUNNING LIGHTS | 42.00 | ✓ |
| EXTRA KEY (NO POWER GROUP) | 178.00 | |
| EXTRA KEY W/KEY FOB (REQUIRES POWER GROUP) | 276.00 | |
| HD SERVICE SUSPENSION | 118.00 | |
| LIMITED SLIP REAR AXLE | 366.00 | |
| MANUAL PARTS (CD ROM) | 279.00 | |
| MANUAL SHOP (CD ROM) | 294.00 | ✓ |
| MATERIAL RACK | 1395.00 | ✓ |
| POWER GROUP - POWER WINDOWS, POWER LOCKS, POWER HEATED MIRRORS | 1076.00 | |
| PRIVACY GLASS | 375.00 | |
| PUSH BUMPER, SETINA OR GO RHINO | 597.00 | |
| REVERSE AID SENSOR | 229.00 | |
| REVERSE CAMERA | 506.00 | |
| SLIDING REAR WINDOW | 118.00 | |
| SPOT LAMP (EACH) - PILLAR(S) OR ROOF MOUNT | 464.00 | |
| SPRAY-IN BEDLINER | 579.00 | ✓ |
| TAILGATE STEP | 352.00 | |
| TELESCOPING TRAILER MIRRORS | 118.00 | |
| TOMMYGATE 1000# LIFTGATE | 3150.00 | |
| TOOLBOX - DIAMONDPLATE - CROSS BOX | 795.00 | |
| TOW COMMAND - ELECTRIC BRAKE CONTROLLER | 253.00 | |
| TUTONE PAINT (PD OR SHERIFF BLACK/WHITE OR FIRE RED/WHITE) | 1550.00 | |
| UNDERSEAL CHASSIS | 390.00 | |
| UPFITTER SWITCHES | 118.00 | |
| VEHICLE ALARM WITH GLASS BREAKAGE | 395.00 | |
| XL VALUE PKG - AM/FM/CD/MP3, CHROME BUMPERS, CHROME HUB COVERS | 558.00 | |
| XLT TRIM - CHROME BUMPERS/GRILL, POWER WINDOWS/LOCKS, TELESCOPING TRAILER TOW MIRRORS W/ POWER HEATED GLASS, ALUM WHEELS, PRIVACY REAR GLASS, SYNC VOICE ACTIVATED COMMUNICATIONS, AM/FM/CD/MP3, CARPET (CAN BE DELETED), 40/20/40 CLOTH BENCH SEAT, TRAILER BRAKE CONTROLLER, REMOTE KEYLESS ENTRY, PERIMETER ANTI-THEFT ALARM | 4906.00 | |
| SERVICE BODIES | | |
| ROYAL 40-VO-98 UTILITY BODY | 5812.00 | ✓ |
| PACIFIC 96401549 | 5720.00 | |
| KNAPHEIDE 696J40 CLOSED TOP (ADD \$425 FOR OPEN TOPS) | 5740.00 | |
| DIAMOND 16-38-96-CT B49 CLOSED TOP (ADD \$150 FOR OPEN TOPS) | 5307.00 | |
| HARBOR | 5740.00 | |
| SCELZI CROWN-SBCR-98-79-49-38V CLOSED TOP (ADD \$160 FOR OPEN TOPS) | 5388.00 | |
| CTEC | 7011.00 | |

3/27/15

| | | |
|---|-----------|--|
| ANIMAL CONTROL BODY AB-5AC-96 - DIAMOND | 13,282.00 | |
| RECEIVER HITCH | 595.00 | |
| WARRANTY EXTRA CARE, 5YR/100,000 MILE/\$100 DEDUCTIBLE (FORD ESP) | 2142.00 | |



BUDGET REQUEST FOR NEW VEHICLE ACQUISITION

DATE: 10-1-15

REQUESTING DEPARTMENT: Parks, Recreation, Public, facilities, Dept.

DEPARTMENT HEAD SIGNATURE: *Allen Vail*

Vehicle requested for Acquisition in the 2015/16 Fiscal year.

Amount Budgeted: \$ 30,000
Account Number(s): (506) 12,000 (112) 13,000 506-00-000-221.51000
STORM PARKS (112)

Will this be a lease purchase? YES NO

Type of Vehicle Request:
FORD 3/4 TON PICKUP F250 4X2 REG CAB

Ancillary Equipment required (i.e. tool boxes, communications radio etc.):
Royal 40-up-28 utility Body

Complete Section A below if this vehicle will be an addition to your department fleet.

Section "A" - Justification for expanding your department fleet:

Complete Section B below if this vehicle will be replacing a vehicle in your department fleet.

Section B
Vehicle Being replaced: Year: 2001 Make: Ford
Model: F150 Vehicle #: 5SP01-4376
Mileage: 140,048

Are you declaring this vehicle as surplus? Yes No Keep until: 6/30/16 TANK EXP.

City Manager Approval: *Roy W. Warren* Date: 10/7/15 5/8/16

QUOTATION

DOWNTOWN FORD SALES
 525 N16th Street, Sacramento, CA. 95814
 916-442-6931 fax 916-491-3138

DF103015846

QUOTATION

Customer

Name CITY OF TURLOCK
 Address _____
 City _____ CA _____
 Phone ITEM #3

Date 10/30/2015
 REP FORBESS
 Phone _____
 FOB _____

| Qty | Description | Unit Price | TOTAL |
|-----|--------------------------------------|-------------|-------------|
| 1 | 2016 FORD F250 REGULAR CAB 4X2 | \$18,503.00 | \$18,503.00 |
| 1 | DAYTIME RUNNING LIGHTS | \$42.00 | \$42.00 |
| 2 | EXTRA KEYS | \$178.00 | \$356.00 |
| 2 | PARTS MANUAL | \$279.00 | \$558.00 |
| 2 | SHOP MANUAL | \$294.00 | \$588.00 |
| 1 | SPRAY IN BEDLINER | \$579.00 | \$579.00 |
| 1 | ROYAL RO-VO-98 OPEN TOP UTILITY BODY | \$5,812.00 | \$5,812.00 |
| 1 | DOCUMENTATION FEE (DOC FEE) | \$80.00 | \$80.00 |

Payment Details

| | | |
|-------|--------------|--------------------|
| | | \$26,518.00 |
| | SHIPPING | \$200.00 |
| Taxes | 7.625 | \$2,021.99 |
| | TIRE FEE | \$8.75 |
| | TOTAL | \$28,748.74 |

Office Use Only

TERMS: \$500.00 DISCOUNT FOR PAYMENT IN 20 DAYS

3/27/15

NEW FORD 3/4 TON PICKUP F250 4X2 REG CAB

PRICING BASED UPON COST +/- 10% FOR OPTIONS/CHANGES

STATE OF CALIFORNIA CONTRACT #1-14-23-20A

| MAJOR STANDARD EQUIPMENT | | PRICE | ✓ |
|---|--|----------|---|
| 2WD 6.2L V8 FLEX FUEL, 8 FT BED, 6-SPEED AUTOMATIC TRANSMISSION, XL TRIM, TRAILER TOW PACKAGE, AIR CONDITIONING, AM/FM, TILT WHEEL, VINYL SEATS, RUBBER FLOORING | | | |
| AVAILABLE OPTIONS | | PRICE | ✓ |
| CHANGE TO SUPERCAB - SEE SUPER CAB SHEET | | 3410.00 | |
| CHANGE TO CREW CAB - SEE CREW CAB SHEET | | 4457.00 | |
| SHORT BED 6 1/2 FT BOX (SUPER CAB AND CREW CAB ONLY) | | (165.00) | |
| CHANGE TO 2015 F150 1/2 TON PICKUP (SEE F150 SHEET FOR OPTIONS) | | 917.00 | |
| CHANGE TO F350 1-TON PICKUP (SEE F350 PICKUP SHEETS) | | 2120.00 | |
| 6.7L DIESEL ENGINE | | 7952.00 | |
| 40/20/40 CLOTH SEAT | | 294.00 | |
| BLUETOOTH - DEALER INSTALLED | | 495.00 | |
| BLUETOOTH - FACTORY SYNC | | 601.00 | |
| BUCKET SEATS, HIGH BACK, CLOTH | | 576.00 | |
| CAB STEPS (RUNNING BOARDS) | | 348.00 | |
| CAMPER SHELL, LEER LEGEND | | 1680.00 | |
| CRUISE CONTROL | | 226.00 | |
| DAYTIME RUNNING LIGHTS | | 42.00 | ✓ |
| EXTRA KEY (NO POWER GROUP) | | 178.00 | |
| EXTRA KEY W/KEY FOB (REQUIRES POWER GROUP) | | 276.00 | |
| HD SERVICE SUSPENSION | | 118.00 | |
| LIMITED SLIP REAR AXLE | | 366.00 | |
| MANUAL PARTS (CD ROM) | | 279.00 | |
| MANUAL SHOP (CD ROM) | | 254.00 | |
| MATERIAL RACK | | 1395.00 | |
| POWER GROUP - POWER WINDOWS, POWER LOCKS, POWER HEATED MIRRORS | | 1075.00 | |
| PRIVACY GLASS | | 375.00 | |
| PUSH BUMPER, SETINA OR GO RHINO | | 587.00 | |
| REVERSE AID SENSOR | | 223.00 | |
| REVERSE CAMERA | | 508.00 | |
| SLIDING REAR WINDOW | | 118.00 | |
| SPOT LAMP (EACH) - PILLAR(S) OR ROOF MOUNT | | 484.00 | |
| SPRAY-IN BEDLINER | | 579.00 | ✓ |
| TAILGATE STEP | | 352.00 | |
| TELESCOPING TRAILER MIRRORS | | 118.00 | |
| TOMMYGATE 1000# LIFTGATE | | 3150.00 | |
| TOOLBOX - DIAMONDPLATE - CROSS BOX | | 795.00 | |
| TOW COMMAND - ELECTRIC BRAKE CONTROLLER | | 253.00 | |
| TUTONE PAINT (PD OR SHERIFF BLACK/WHITE OR FIRE RED/WHITE) | | 1550.00 | |
| UNDERSEAL CHASSIS | | 390.00 | |
| UPFITTER SWITCHES | | 118.00 | |
| VEHICLE ALARM WITH GLASS BREAKAGE | | 395.00 | |
| XL VALUE PKG - AM/FM/CD/MP3, CHROME BUMPERS, CHROME HUB COVERS | | 558.00 | |
| XLT TRIM - CHROME BUMPERS/GRILL, POWER WINDOWS/LOCKS, TELESCOPING TRAILER TOW MIRRORS W/ POWER HEATED GLASS, ALUM WHEELS, PRIVACY REAR GLASS, SYNC VOICE ACTIVATED COMMUNICATIONS, AM/FM/CD/MP3, CARPET (CAN BE DELETED), 40/20/40 CLOTH BENCH SEAT, TRAILER BRAKE CONTROLLER, REMOTE KEYLESS ENTRY, PERIMETER ANTI-THEFT ALARM | | 4905.00 | |
| SERVICE BODIES | | | |
| ROYAL 40-VO-98 UTILITY BODY | | 5812.00 | ✓ |
| PACIFIC 96401549 | | 5720.00 | |
| KNAPHEIDE 686J40 CLOSED TOP (ADD \$425 FOR OPEN TOPS) | | 5740.00 | |
| DIAMOND 16-38-96-CT B49 CLOSED TOP (ADD \$150 FOR OPEN TOPS) | | 5307.00 | |
| HARBOR | | 5740.00 | |
| SCELZI CROWN-SBCR-96-79-49-38V CLOSED TOP (ADD \$160 FOR OPEN TOPS) | | 5388.00 | |
| CTEC | | 7014.00 | |

3/27/15

| | |
|---|-----------|
| ANIMAL CONTROL BODY AB-5AC-96 - DIAMOND | 13,282.00 |
| RECEIVER HITCH | 595.00 |
| WARRANTY EXTRA CARE, 5YR/100,000 MILE/\$100 DEDUCTIBLE (FORD ESP) | 2142.00 |



Council Synopsis

January 26, 2016

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

Prepared by: Carla McLaughlin, Staff Service Technician

Agendized by: Michael Cooke, Interim City Manager

1. ACTION RECOMMENDED:

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

2. DISCUSSION OF ISSUE:

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

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

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

3. Identify and pursue revenue opportunities, including grants and outside sources of funding.

Action Item:

4. Identify, pursue and report on grants.

4. FISCAL IMPACT / BUDGET AMENDMENT:

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

Fiscal Impact: \$125,000

Budget Amendment

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

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

RESOLUTION NO. 2016-

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

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

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

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

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

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of January 26, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



**APPLICATION
for the
Land and Water
Conservation Fund
2016**

*Submitted by
City of Turlock*

*Swanson-Centennial
Park Development*



Submitted February 3, 2016



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

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| 3. | <input checked="" type="checkbox"/> | <u>Grant Scope/Cost Estimate</u> | Page 7 |
| 4. | <input checked="" type="checkbox"/> | <u>Pre-Award Project Planning Costs</u> | Page 9 |
| 5. | <input checked="" type="checkbox"/> | <u>Waiver of Retroactivity</u> | Page 11 |
| 6. | <input checked="" type="checkbox"/> | <u>Funding Sources Form</u> | Page 13 |
| 7. | <input checked="" type="checkbox"/> | <u>6(f)(3) Boundary Map</u> | Page 15 |
| 8. | <input checked="" type="checkbox"/> | <u>Section 106 State Historic Preservation Office Packet</u> | Page 17 |
| 9. | <input checked="" type="checkbox"/> | <u>California Environmental Quality Act (CEQA) Compliance</u> | Page 19 |
| 10. | <input checked="" type="checkbox"/> | <u>Proposal Description/Environmental Screening Form (PD/ESF)</u> | Page 23 |
| 11. | <input checked="" type="checkbox"/> | <u>Project Location Map</u> | Page 25 |
| 12. | <input checked="" type="checkbox"/> | <u>Photos of the Project Site</u> | Page 28 |
| 13. | <input checked="" type="checkbox"/> | <u>LWCF Community Fact Finder Report</u> | Page 31 |
| 14. | <input checked="" type="checkbox"/> | <u>Project Summary</u> | Page 34 |
| 15. | <input checked="" type="checkbox"/> | <u>Project Selection Criteria</u> | Page 36 |
| 19. | <input checked="" type="checkbox"/> | <u>Evidence of Land Ownership</u> | Page 42 |
| 20. | <input checked="" type="checkbox"/> | <u>Concept Level Site Plan</u> | Page 56 |

1. Application Form



| | | |
|--|---|---|
| PROJECT NAME Swanson-Centennial Park Development | TOTAL PROJECT COST \$ 250,000 | |
| | Maximum GRANT Request | \$ 125,000 |
| | Minimum GRANT Request | \$ 100,000 (Match will be the difference between the approved grant amount and the above total project cost.) |
| PROJECT PHYSICAL ADDRESS (current or future park entrance including zip code) N. Countryside Drive, Turlock, CA 95380 | Nearest Cross Street N. Countryside Drive & W. Tuolumne Road | County of Project Stanislaus |
| | GRANT APPLICANT (entity applying for the GRANT) City of Turlock | |
| GRANT APPLICANT'S Mailing Address 156 S. Broadway, Turlock, CA 95380 | | |
| Project Address Latitude and Longitude 37.514185, -120.876539 | Degrees: 37, 120 Minutes: 30, 52 Seconds: 51.0660 N, 35.5404 W | |
| AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION | | |
| <u>Michael Cooke, Interim City Manager</u> Name (typed or printed) and Title | <u>mcooke@turlock.ca.us</u> Email address | <u>209-668-5540</u> Phone |
| DAY-TO-DAY CONTACT for ADMINISTRATION of the GRANT (if different from AUTHORIZED REPRESENTATIVE) Allison Van Guilder, Director Parks, Recreation and Public Facilities | | |
| <u>avanguilder@turlock.ca.us</u> Name (typed or printed) and Title | <u>209-668-5594</u> Email address | <u>209-668-5594</u> Phone |
| For ACQUISITION: Total land acquired will be acres. Total acreage to be placed under 6(f)(3) Protection shown on the BOUNDARY MAP will be acres: | For DEVELOPMENT: Total acreage to be placed under 6(f)(3) Protection shown on the BOUNDARY MAP will be 3.5 acres: | |
| GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed in the attached GRANT SCOPE/Cost Estimate Form. I agree with the APPLICATION and procedural requirements described in the Application Guide. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate. | | |
| Signature AUTHORIZED REPRESENTATIVE as shown in Resolution | | Date |
| Print Name <u>Michael Cooke</u> | | |
| Title: <u>Interim City Manager</u> | | |

2. Authorizing Resolution



[Authorizing Resolution HERE]

3. Grant Scope/ Cost Estimate



Grant Scope/Cost Estimate Form

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

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

 APPLICANT'S AUTHORIZED REPRESENTATIVE Signature

 Date

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



Pre-Award Project Planning Costs Form

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

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

NOT APPLICABLE

Applicant's Authorized Representative Signature

Date

5. Waiver of Retroactivity



Waiver of Retroactivity

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

6. Funding Sources



Funding Sources Form

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

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

 Applicant's Authorized Representative Signature

 Date

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



[Boundary Map HERE]

**8. Section 106
SHPO Packet**



Section 106 State Historic Preservation Office Packet

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

The required information will be provided to the Department of Parks and Recreation prior to ***April 1, 2016***.

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



CEQA Compliance Certification Form

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

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

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

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

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

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

Lead Agency Contact Information:

Agency Name: City of Turlock Contact Person: Mike Pitcock

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

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

Certification:

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

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

Michael Cooke, Interim City Manager

AUTHORIZED REPRESENTATIVE Date
(Signature)

AUTHORIZED REPRESENTATIVE
(Printed Name and Title)

FILED

2015 MAR 19 PM 2:46

STANISLAUS CO. CLERK-RECORDER

Jennifer Mercado

FILING REQUESTED BY:
CITY OF TURLOCK

When Filed Mail to:
City of Turlock
Parks, Recreation and Public Facilities
144 S. Broadway
Turlock, CA 95380

March 19, 2015

**CITY OF TURLOCK
NOTICE OF EXEMPTION**

To: State Clearinghouse
P.O. Box 3044
Sacramento, CA 95812-3044

From: City of Turlock
144 S. Broadway
Turlock, CA 95380
Tel: (209) 668-5594

County Clerk
County of Stanislaus
P. O. Box 1670
Modesto, CA 95354

PROJECT TITLE: Swanson Centennial Park Development Project

PROJECT APPLICANT: City of Turlock

PROJECT LOCATION- SPECIFIC: 2101 Pinto Way, Turlock CA, Assessor's Parcel No. 088010051000

PROJECT LOCATION – CITY: City Of Turlock **PROJECT LOCATION – COUNTY:** Stanislaus County

DESCRIPTION OF NATURE, PURPOSE AND BENEFICIARIES OF PROJECT: The project involves the construction of an outdoor playground and exercise amenity at Swanson Centennial Park. The Swanson Centennial Park Development Project will provide outdoor recreation play equipment that integrates physical activity and stimulates children's imaginations, enhancing the quality of life for residents and visitors.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of Turlock

PROJECT APPROVAL DATE: March 10, 2015

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of Turlock

DETERMINATION OF EXEMPT STATUS:

- Ministerial [Section 15268]
- Declared Emergency [15629(a)]
- Emergency Project [15629(b)(c)]
- Categorical Exemption. (New Construction or Conversion of Small Structure [§15303 (d)]):
- Statutory Exemptions. (State code number):

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

LEAD AGENCY

City of Turlock, Parks, Recreation and Public Facilities
 144 S. Broadway
 Turlock, CA 95380
 Telephone: (209) 668-5594
 Contact Person: Allison Van Guilder

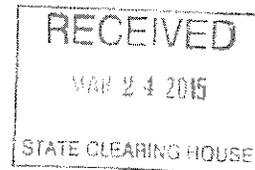
If filed by applicant:

1. Attach certified document of exemption finding
2. Has a Notice of Exemption been filed by the public agency approving the project? yes no

Signature: Allison Van Guilder Date: 3/19/15 Title: Director

- Signed by Lead Agency
- Signed by Applicant

Date received for filing at OPR: _____



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



Proposal Description/Environmental Screening Form (PD/ESF)

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

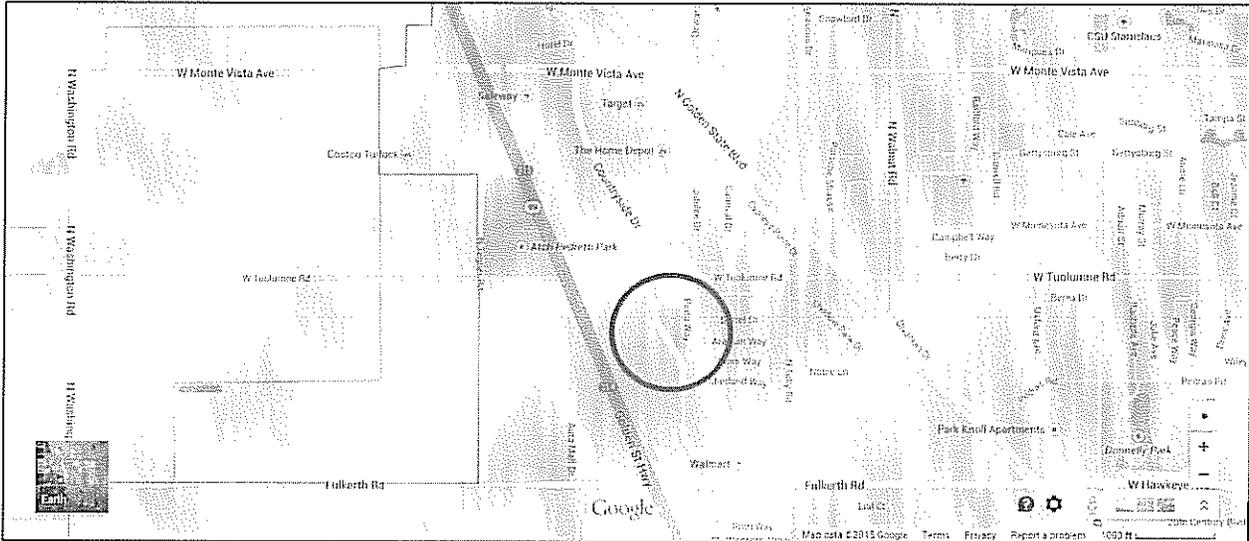
The required PD/ESF will be provided to the Department of Parks and Recreation prior to ***April 1, 2016.***

11. Project Location Map

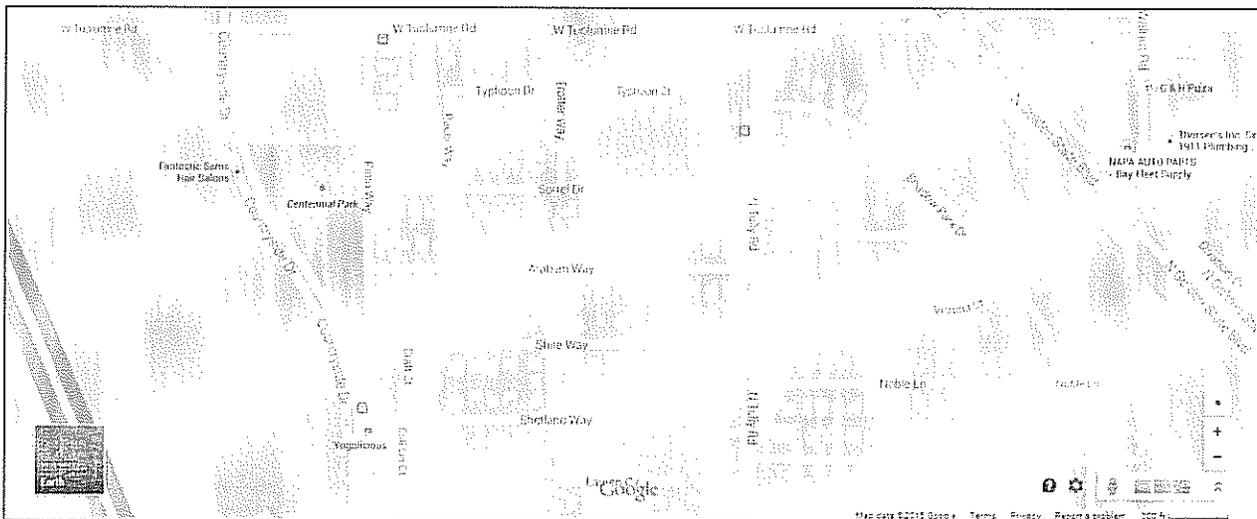


Map 1: Swanson-Centennial Park in relation to State Route 99 and access from the highway.

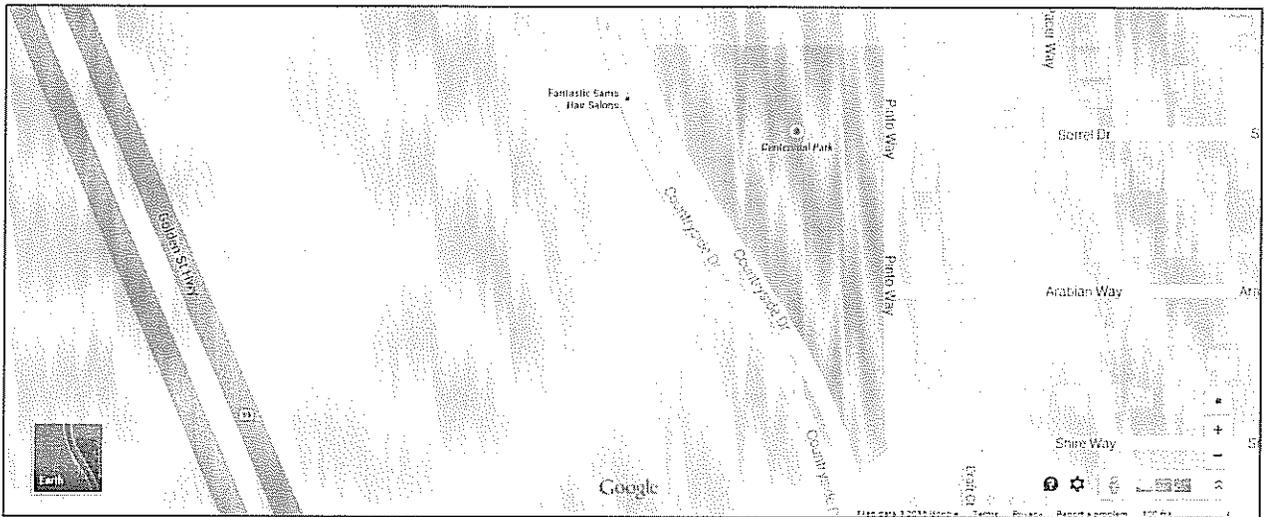
Swanson-Centennial Park on Countryside Drive in the City of Turlock can be reached from State Route 99 via either W. Monte Vista Avenue or Fulkerth Road. From the W. Monte Vista Avenue exit, proceed east to Countryside Drive, make a right turn and head south to the Park. From the Fulkerth Road exit,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



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



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



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



12. Photos of Project Site



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



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

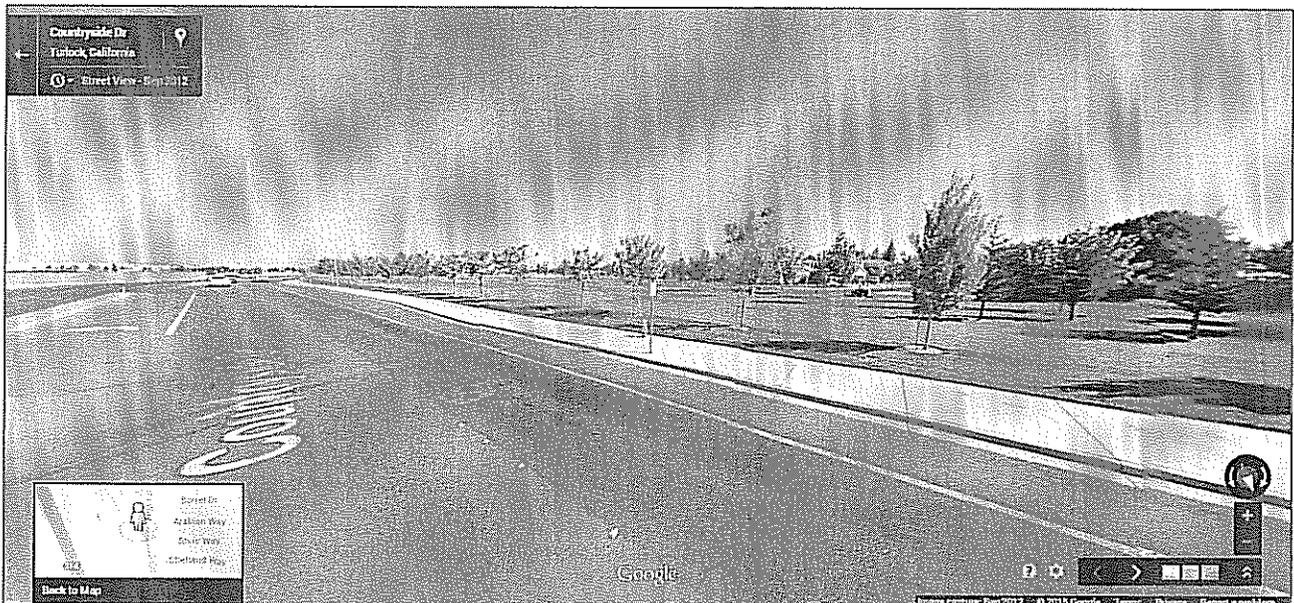


Photo 3: Swanson-Centennial Park viewed north from Pinto Way near the south end of the park.

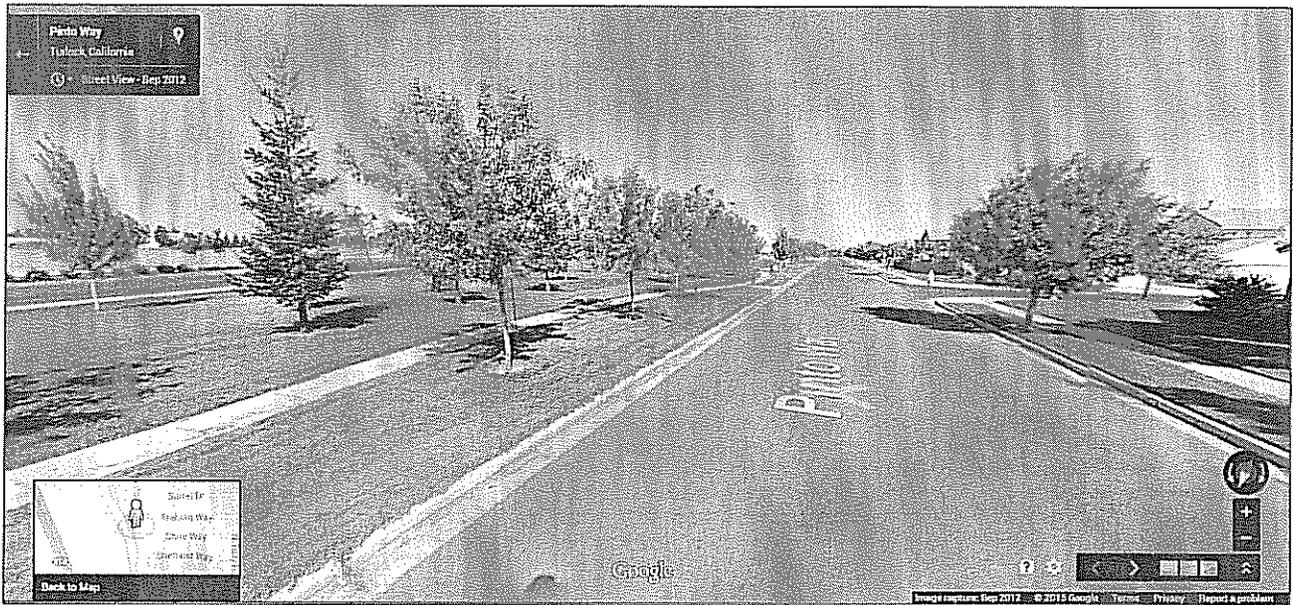


Photo 4: Swanson-Centennial Park viewed southwest from Pinto Way near the location of the proposed park development.



**13. LWCF
Community
Fact Finder
Report**



LWCF Community Fact Finder Report

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

California State Parks LWCF Service Area Report

Project ID: 2015
Date Created: 01/08/2016
Coordinates: 37.514, -120.876

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

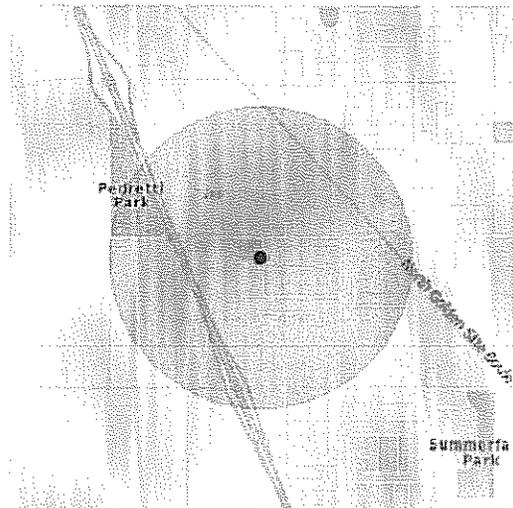
Project Area Statistics

| | |
|--------------------------------|------------|
| County: | Stanislaus |
| City: | Turlock |
| Total Population: | 2,147 |
| Margin of Error: | (+/- 257) |
| Per Capita Income: | \$ 22,600 |
| # People Below Poverty: | 306 |
| Park Acres in Area: | 18.18 |
| Park Acres / 1,000 Population: | 8.47 |

Data Sources:

American Community Survey (ACS) 5-year estimates
Parks data from Calif. Protected Areas Database 2013b (Sept. 2013) -
www.CALands.org

Project Area Map



Report Background

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

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

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

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

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

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



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

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



Project Area Narrative

For the residents living near Swanson-Centennial Park—or those visiting the nearby shopping center and retail stores—there are very few park and recreation options. The LWCF Community Fact Finder Report developed for this project indicates a significant amount of acreage in park space (approximately 6.1 acres of the total 8.47 acres identified) that is part of Pedretti Park. Unfortunately, for residents on the east side of State Route 99—those who are most in need of nearby park space with recreational amenities—they must travel to either W. Monte Vista Avenue to the north or Fulkerth Road to the south to access overpasses to the west side of the highway where the larger park is located.

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

14. Project Summary



Project Summary

1. Type of Park: Neighborhood/Pocket Park

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

For the residents living near Swanson-Centennial Park—or those visiting the nearby shopping center and retail stores—there are very few park and recreation options. The LWCF Community Fact Finder Report developed for this project indicates a significant amount of acreage in park space (approximately 6.1 acres of the total 8.47 acres identified) that is part of Pedretti Park. Unfortunately, for residents on the east side of State Route 99—those who are most in need of nearby park space with recreational amenities—they must travel to either W. Monte Vista Avenue to the north or Fulkerth Road to the south to access overpasses to the west side of the highway where the larger park is located.

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

2. SCORP and LWCF Priorities:

| SCORP/LWCF Priority Citation | Explanation about how the Development meets this cited priority (approximately 25 words) |
|------------------------------|---|
| 3 | The project is in an urban area with few recreation opportunities. The project provides a new outdoor recreation opportunity with alternative park elements in a high-density neighborhood. |
| 4 | The project provides recreation equipment integrating physical activity and stimulating children’s imaginations. |

15. Project Selection Criteria



1. Unmet Need

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

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

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

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

The Swanson-Centennial Park will fulfill **two** SCORP and LWCF priorities:

- **Priority 3**—The Park is located in an urban area, both close to where people live and work and where current recreation opportunities are not adequate. Besides the Swanson-Centennial Park, there is no other nearby park available to residents. Therefore, the City wants to provide better accessibility to recreation and outdoor activities; this Park will provide a new kind of outdoor recreation in a neighborhood with high-density housing (Oak Park Apartments) and that currently does not have immediate access to recreational facilities. The City's Recreation Services believes that outdoor activity strengthens the community's fabric, health and wellbeing, economic base, and security. Families, individuals, and youth who have access to outdoor programs are enhanced through the participation in fitness programs and sports. This combats obesity, stress, and helps to cultivate creativity and leadership.
- **Priority 4**—The Swanson-Centennial Park will provide alternative park elements. The City is committed to placing a playground structure in the Park as well as some exercise equipment. This will increase the number of participants and visitors at the Park, support the City's mission, and fulfill the LWCF's priorities. In addition, the Park provides areas where children can connect with the outdoors and engage in active outdoor activities, such as exploring, tree climbing, and unstructured play. Families

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

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

If the City of Turlock is unable to implement the development of additional amenities at Swanson-Centennial Park, a total of 2,147 direct neighborhood residents in the Project Area identified through the LWCF Community Fact Finder Tool will be negatively impacted. Even greater than this radius of persons is the number of residential units and higher density housing that will be negatively impacted.

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

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

2. Type of Project

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

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

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

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

4. Population Density

| Type of PARK | Fact Finder Population – Based on Type of PARK'S Radius |
|--|---|
| County-wide/Regional Park or Wildlife Area | |
| City-wide/Community Park | |
| Neighborhood/Pocket Park | 2,147 (+/- 257) |

5. Underserved Population

A. Per Capita Income

| Type of PARK Consistent with PROJECT Summary and Criteria #4 | Per Capita Income |
|--|-------------------|
| County-wide/Regional Park or Wildlife Area | |
| City-wide/Community Park | |
| Neighborhood/Pocket Park | \$22,600 |

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

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

6. Public Input

The City has worked hard on ways to encourage the use of public facilities, including Swanson-Centennial Park, as part of larger efforts to improve the health of the community’s residents through more active lifestyles. For this proposed project, with a park that was already in place, the question was what type of elements could be added to the park to provide opportunities for residents to utilize the facility. The addition of playground equipment and a shade structure have been successful efforts at other locations in the City and was chosen for this grant application.

The Turlock City Council held a public hearing on March 10, 2015, and another on January 26, 2016, to discuss and take action on resolutions for the applications and solicited public input at that time. As part of the application process for this grant opportunity, the City has reached out to the Native American community for feedback and comments on the installation of the playground equipment and shade structure. The City has not received any comments yet, but will ensure any received will be considered and responded to as appropriate.

7. Project Readiness

| Milestone | If completed, provide Month/Year | Points for completion | If not yet completed, provide future Month/Year |
|--|---|------------------------------|--|
| Schematic/concept level | December 2014 | 2 | |
| Engineer Cost Estimate for further design DEVELOPMENT. | | 2 | November 2016 |
| Construction documents | | 2 | November 2016 |
| Construction permits | | 2 | November 2016 |
| Bid package prepared or employee services for construction has been determined | | 2 | December 2016 |

8. Applicant's Eligibility

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

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

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

19. Evidence of Land Ownership



10



RECORDING REQUESTED BY
First American Title Company

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

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

Acct 503-First American Title Co
Wednesday, NOV 10, 2004 08:00:00
Ttl Pd \$417.98 Nbr-0001632357
JEL/R3/1-14

Specs Above This Line for Recorder's Use Only

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

SURVEY MONUMENT FEE \$10

File No.: 1004-1525822 (DE)

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

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

GRANT DEED

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

hereby GRANTS to **The City of Turlock, a Municipal Corporation**

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

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

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

EAT.

Mail Tax Statements Tax: SAME AS ABOVE

10
AD 53

EAT

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

Grant Deed - continued

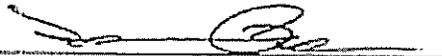
File No.: 1004-1525822
(DE)

Date: 08/09/2004

Date: 08/09/2004

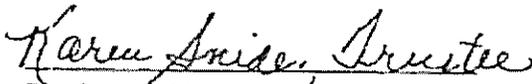
Golden Triangle Investments, a California
General Partnership

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

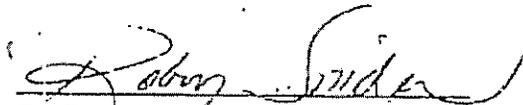


By: Dennis Buchanan, President

By: Karen Snider Separate Property Trust



By: Karen Snider, Trustee



By: Robin Snider, Trustee

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

Grant Deed - continued

File No.: 1004-1525822

(DE)

Date: 08/09/2004

STATE OF California
COUNTY OF Stanislaus

On 8-16-04, before
me, Sharon L. Bowman personally appeared
JENNIS BUCHANAN, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

My Commission Expires: 4-15-06

*This area for official
notarial seal*



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

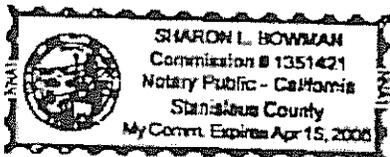
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of Stanislaus ss.

On 8-16-04 before me, Sharon L. Bowman
Date Name and Title of Officer in G. 7, Notary Public

personally appeared Robin Snyder
Name of Signer

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



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

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

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Grant Deed

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

Signer(s) Other Than Named Above: Denise Buchanan & Robin Snyder

Capacity(ies) Claimed by Signer

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

Signer is Representing: _____



EXHIBIT A
PARK
Dedication

DESCRIPTION

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

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

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

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

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

Containing 3.02 Acres.



EXHIBIT A-1
PINTO WAY
Dedication

DESCRIPTION

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

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

Containing 0.41 Acres.



EXHIBIT A-2
SANITARY SEWER LIFT STATION
Easement

DESCRIPTION

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

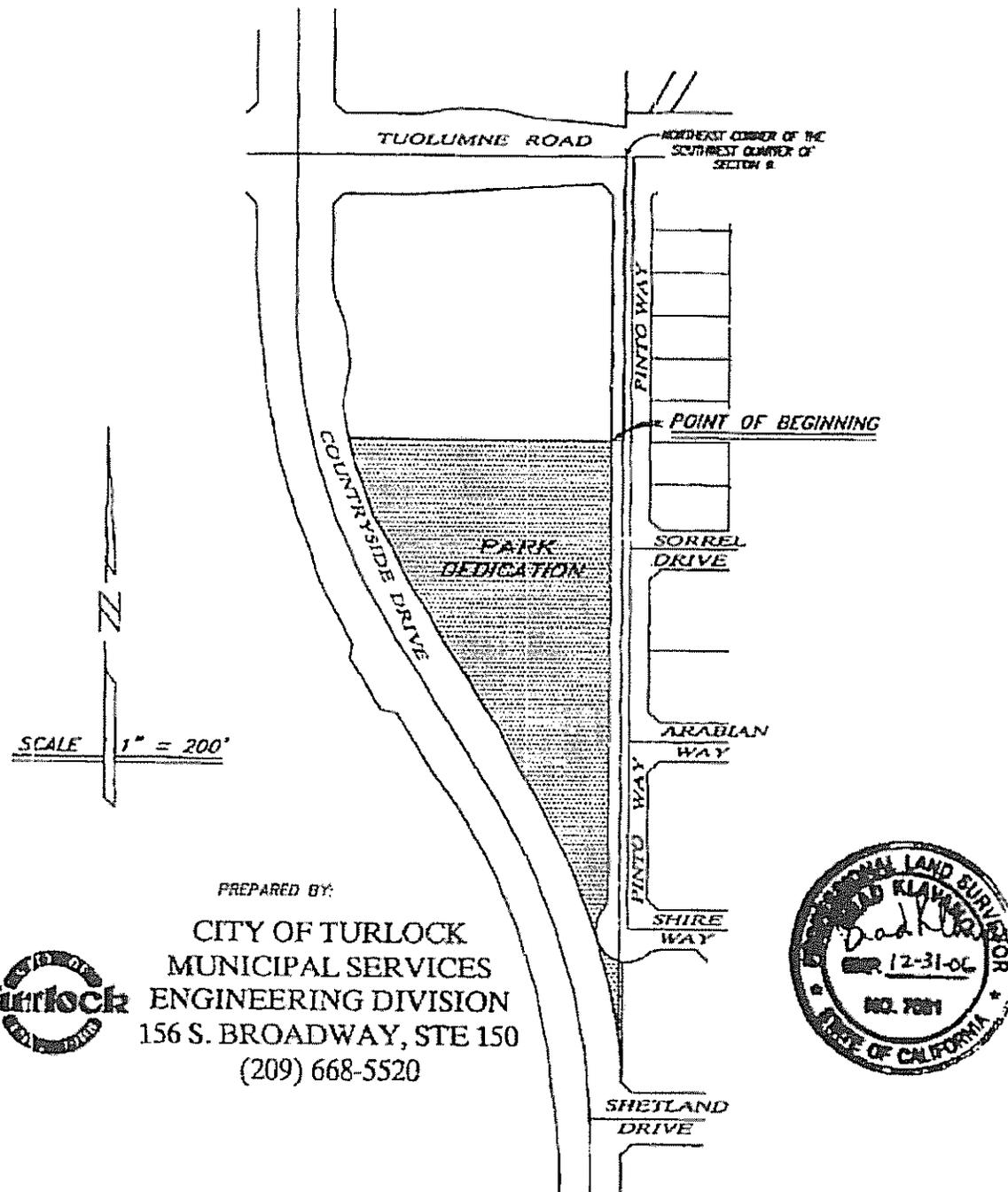
COMMENCING at the northeast corner of said southwest quarter of Section 9; thence South 89°58'00" West along the north line of said southwest quarter of Section 9 a distance of 338.65 feet; thence South 0°02'00" East 55.00 feet to the south right-of-way line of Tuolumne Road as described in Instrument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

Containing 952 Square Feet.



EXHIBIT "B"
PARK
DEDICATION

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

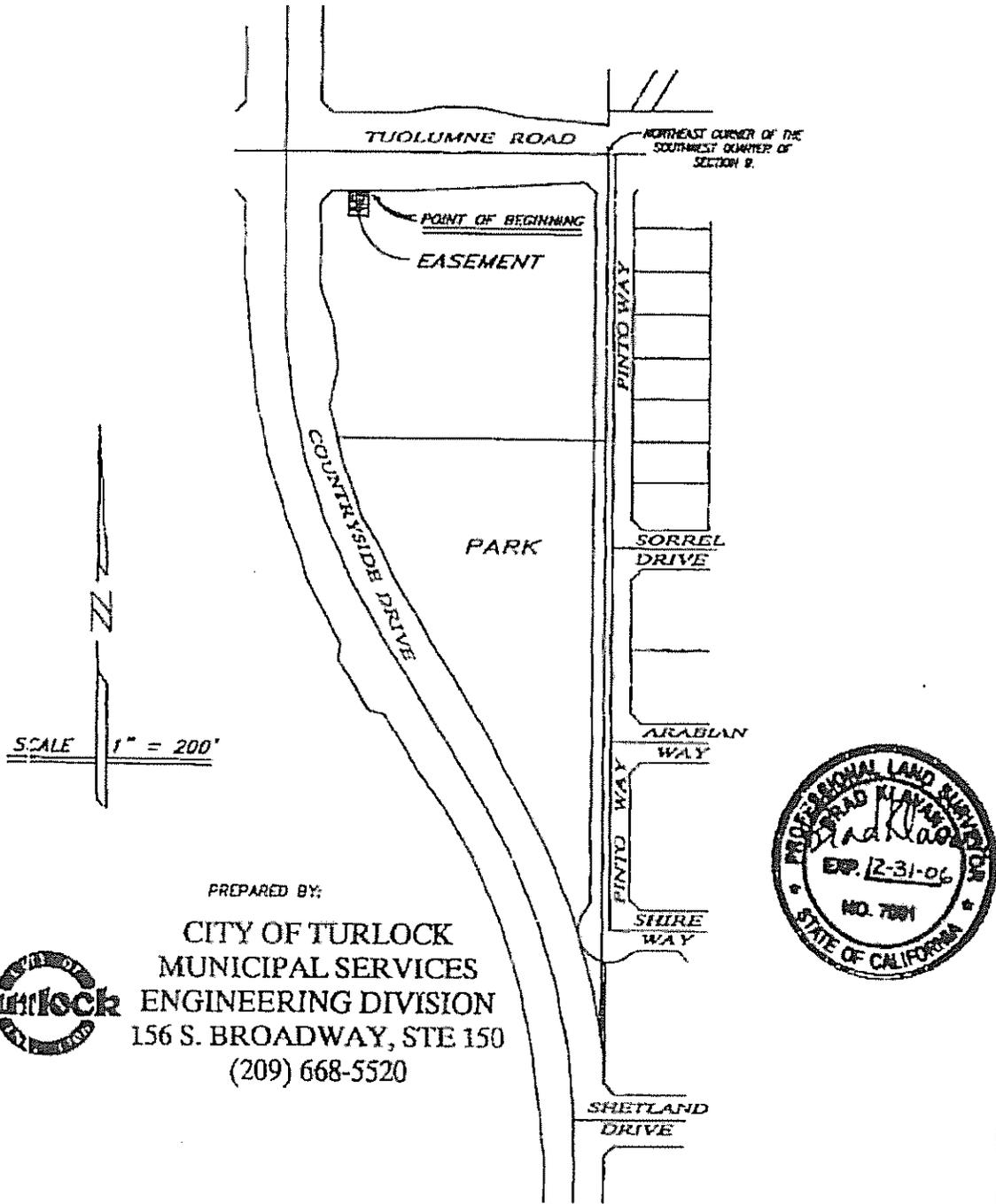


PREPARED BY:
Turlock CITY OF TURLOCK
 MUNICIPAL SERVICES
 ENGINEERING DIVISION
 156 S. BROADWAY, STE 150
 (209) 668-5520



EXHIBIT "B-2"
SANITARY SEWER LIFT STATION
EASEMENT

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



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



CERTIFICATE OF ACCEPTANCE and RECORDATION CONSENT

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

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

10/13/04
Date

Mail future tax statements to the City of Turlock, 156 S. Broadway, Suite 110, Turlock CA 95350

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING } RESOLUTION NO. 2004-123
\$340,000.00 TO LINE NUMBER 165/464-7-57 }
NP 21 TUOLUMNE/COUNTRYSIDE PARK }
LAND FOR THE PURCHASE OF PROPERTY }
TO BE FUNDED IN PART BY A LOAN }
OF \$143,520.18 FROM THE CAPITAL }
FACILITY FEE PROGRAM (CFF) }
TRANSPORTATION RESERVE TO FUND }
165 AND THE BALANCE TO BE FUNDED }
FROM FUND 165-NP 21 TUOLUMNE/ }
COUNTRYSIDE PARK RESERVE }

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

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

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

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

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

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

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

ATTEST:

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

20. Concept Level Site Plan







Council Synopsis

5K

January 26, 2016

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

Prepared by: Betty Gonzalez, Purchasing Coordinator

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the preventative maintenance agreement with Intelli-Tech for annual maintenance for the fire suppression systems for a period of twelve (12) months, in an amount not to exceed \$2,422

2. DISCUSSION OF ISSUE:

The City has four fire suppression systems; two units are located at the Police Department and the other two units at City Hall. The fire suppression systems are installed where buildings containing valuable or electrical equipment such as financial systems, computer, vital communication rooms, data storage, etc. If a fire is detected the gas is discharged through valves throughout the protected space, extinguishing the fire in seconds and causing a minimal damage to the contents of the room. Without regular servicing and preventive maintenance even the highest quality and best installed fire suppression system will deteriorate with potentially disastrous consequence. A service and maintenance agreement ensures:

- 1) Fire suppression systems are fit for compliance with legal obligations.
- 2) Compliance with NFPA regulations codes.
- 3) Compliance with insurance company requirements.
- 4) Reduced risk of false alarms and equipment failure.
- 5) Extended life of City's equipment.

Intelli-Tech is licensed by the Office of the State Fire Marshal, for fire suppression maintenance in California ensures that strict standards are met.

3. BASIS FOR RECOMMENDATION:

City staff recommendation is to award the preventative maintenance agreement with Intelli-Tech for annual maintenance for fire suppression system for a period of twelve months, in the amount not to exceed \$2,422.

Policy Goal and Implementation Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted at line numbers:

501-10-130-43051 A/C Server Room PM & Maintenance - \$1,211

110-20-200-43064 Police Fire Extinguishers - \$1,211

Fiscal impact to above line number: \$2,422

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the maintenance agreement. This alternative is not recommended, all automatic fire suppression installed in California must be inspected and serviced in accordance to the NPFA Codes and the Fire Marshal.

PREVENTATIVE MAINTENANCE AGREEMENT



Customer Service: (925) 484-3701

Agreement Number: 2353

Customer ID: CITTUR

Effective Date: 12/1/2015

Expiration: 11/30/2016

Maintenance Representative: Intelligent Technologies and Services, Inc.

Company: Turlock Public Safety Facility
156 S. Broadway
Turlock, CA 95380

Service Location: Turlock Public Safety Facility
156 S. Broadway
Turlock, CA 95380

The Maintenance Representative shall perform Preventive Maintenance for the following equipment:

1. Equipment Covered

| <u>Manufacturer</u> | <u>Model #</u> | <u>Serial Number</u> | <u>Scope of Service</u> | <u>Coverage</u> | <u>Located At</u> | <u>Frequency of Visits</u> |
|---------------------|----------------|----------------------|-------------------------|------------------|-------------------|----------------------------|
| Fike Corporation | SHP | CITY HALL | CA-1 | Maintenance Only | 156 S. Broadway | Semi-Annually |
| Fike Corporation | SHP | CITY HALL | CA-1 | Maintenance Only | 156 S. Broadway | Semi-Annually |
| Notifier | AFP200 | POLICE DEPT | CA-1 | Maintenance Only | 244 N. Broadway | Semi-Annually |

The Company desires to procure maintenance service for the covered equipment from the Maintenance Representative and, the Maintenance Representative is willing to provide such service as follows:

2. Cost

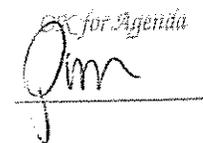
In consideration for the services described, The Company agrees to pay the Maintenance Representative the amount listed below:

Total Amount: \$2,422.00

Billing Amount/Frequency: \$1,211.00/Semi-Annually

3. Scope of Maintenance Services

During the term of the agreement the Maintenance Representative shall furnish the above scheduled services as described in the attached appendices. This agreement shall automatically renew on the expiration date unless canceled with appropriate written notification as described in paragraph 10.

for Agenda


3.1 PERFORMANCE OF SCHEDULED MAINTENANCE SERVICE

The Preventive Maintenance visits will be scheduled at the mutual agreement of Company and Maintenance Representative for weekdays between 8:00 a.m. and 5:00 p.m. unless otherwise specified. The Scope of Services and the Frequency of Visits of the scheduled maintenance shall be as shown in Paragraph (1) of the agreement.

3.2 PERFORMANCE OF CORRECTIVE MAINTENANCE OR REPAIR

Should corrective maintenance or repair be required and the Equipment Coverage of the equipment is Maintenance Only as defined in Paragraph 1, it will be billed at the rate described in 3.3 and 3.4 below. Should corrective maintenance or repair be required and the Equipment Coverage of the equipment is Full Service as defined in Paragraph 1, it will not be charged except as noted otherwise in Paragraph 1 and 4.1. Maintenance Representative is hereby authorized to provide corrective maintenance for ordinary wear and tear to the system. Such corrective maintenance or repair shall be performed at the request and expense of the Company except as otherwise noted above.

3.3 EMERGENCY SERVICE: (IF REQUIRED)

Maintenance Representative shall provide local "on call" Emergency Service 24-hours per day, 7-days per week with a response time of generally less than 2 hours. Maintenance Representative will provide emergency service for the covered Equipment in response to a telephone request by Company's representative.

Should emergency service be required and the Equipment Coverage of the equipment is Maintenance Only as defined in Paragraph 1, it will be billed as defined below. Should emergency service be required and the Equipment Coverage of the equipment is Full Service as defined in Paragraph 1, it will not be billed except as noted otherwise in Paragraph 1, and 4.1. Maintenance Representative is hereby authorized to provide emergency service as a result of the Company's emergency service phone call.

The price for this service shall be based on the Maintenance Representative's in contract rates in effect at the time of the call and as defined below.

- A. For each hour on Monday- Friday between the hours of 8:00a.m. and 5:00p.m., the regular rate shall be used.
- B. For each hour on Saturday, the overtime rate shall be used.
- C. For each hour on Sunday or any legal nationally recognized holiday, the premium time rates shall be used.
- D. After hour calls on weekdays and weekends will be charged at the next highest rate in effect at the time of service. Holiday rates are 24 hours.
- E. A truck and tool charge shall apply for all service calls on air conditioning and power related equipment.

3.4 PARTS

Any replacement parts required during the warranty period of the equipment if purchased from Maintenance representative shall not be charged to Company.

Should parts be required after warranty period has expired and the Equipment Coverage of the equipment is Maintenance Only as defined in Paragraph 1, parts will be charged at Maintenance Representative's list price. Should parts be required after the warranty period has expired and the Equipment Coverage of the equipment is Full Service as defined in Paragraph 1, parts will not be billed except as noted otherwise in Paragraph 1, and 4.1.

Consumable parts and materials such as suppression agent, belts, filters, humidifier element or canister, diesel fuel etc. shall be furnished at additional charge unless otherwise stated in Paragraph 1.

4. PAYMENT TERMS

In consideration of this Agreement and the services to be provided hereunder, Company agrees to pay Maintenance Representative the amounts shown in Paragraph 2 in accordance with the following payment terms:

4.1 EXCESSIVE SERVICE CALLS

In the case of calls related to full service coverage equipment (see Paragraph 1 Coverage), if Maintenance Representative deems that excessive and/or nuisance service requests occur, Maintenance Representative will notify Company, in writing, to this effect that additional time and material charges may result.

4.2 PREVENTIVE MAINTENANCE VISITS

Amounts due shall be paid, within thirty (30) days after receipt of an invoice from Maintenance Representative. The Company will be invoiced in accordance to the billing frequency as defined in Paragraph 2. Due to our billing procedure you may be invoiced prior to performance of the maintenance.

4.3 EMERGENCY SERVICE

If chargeable, amounts due shall be paid within thirty (30) days after receipt of an invoice from Maintenance Representative.

4.4 MISCELLANEOUS PAYMENTS TERMS

- a. Any payment not made when due shall be subject to an interest charge of 1.5% per month or fraction thereof, or maximum permitted by law whichever is less.
- b. Additionally, if payment is not made when due, Maintenance Representative reserves the right to refuse to provide any further services until such payment and the applicable interest have been received.

5. EQUIPMENT MODIFICATION

Modification to the equipment including changes in specifications, relocation and incorporation of the attachments or other features, varying from design at the time of the effective date may result in an increase in the maintenance charge hereunder, effective upon such modification.

6. MOVEMENT OF EQUIPMENT

Company agrees to give Maintenance Representative ninety (90) days prior written notice of any change in location of material arrangement of the equipment. Services provided by Maintenance Representative to perform relocation assistance and/or re-startup of the equipment will be billed to Company at the Maintenance Representative's published rates then in effect.

7. EXCLUSIONS

- a) if maintenance hereunder is discontinued for any period, or if persons or entities other than the Maintenance Representative perform maintenance on or repair the equipment, and as a result further repair or maintenance by the Maintenance Representative is required to restore the equipment to good operating condition, such repair or maintenance shall be subject to an additional charge by the Maintenance Representative to Company at the Maintenance Representative's applicable time and material rates then in effect.
- b) If equipment other than that maintained by the Maintenance Representative is connected to or, otherwise, functionally related to the equipment in a manner varying from the design at the effective date, such as connection or relation causes damage to or increase in the service time of equipment maintained hereunder, there shall be an additional charge for any such repair or maintenance by the Maintenance Representative of the equipment at the Maintenance Representative's applicable time and material rates then in effect.

8. WARRANTY

Maintenance Representative warrants all products, materials or services furnished under this Agreement to be suitable for their intended use, to be free from defects in design, materials and workmanship, and to conform strictly to any specifications, drawings, sample or other inspection of the products, materials, or services for a period of 90 days from the date that the performance of the particular item of work is completed under this Agreement. THE EXPRESS WARRANTIES IN THIS SECTION 8 ARE IN LIEU OF ALL LIABILITIES OR OBLIGATIONS FOR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, MATERIALS OR SERVICES FURNISHED UNDER THIS AGREEMENT. MAINTENANCE REPRESENTATIVE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE PRODUCTS, MATERIALS OR SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM THE COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE. THESE DISCLAIMERS OF WARRANTY AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.

9. WORK ON PREMISES

While working on the premises, Maintenance Representative shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work and shall adhere to Company's Data Center Regulations. Maintenance Representative shall maintain such Public Liability, Property Damage and Employee Liability and Compensation Insurance to protect Company from said risks and from any claims under any applicable Worker's Compensation Insurance and Occupational Disease Acts.

10. CANCELLATION

If Maintenance Representative ceases to conduct its operation in the normal course of business (including inability to meet its obligations as they mature) or if any proceeding under the Bankruptcy or Insolvency Laws is brought by or against the Maintenance Representative, or a receiver for Maintenance Representative is appointed or applied for, as assignment for the benefit of creditors is made by Maintenance Representative, Company may terminate this Agreement without liability except for payments already accrued. This Agreement may be canceled by thirty (30) days advanced written notice by either party.

11. INDEMNITY

Subject to the limitation of liability set forth in Section 12, and only to the extent that liability would exist under said Section, Maintenance Representative shall indemnify, defend and hold harmless Company, its officers, directors, employees and agents against any claim, suit or proceeding brought against Company to the extent that it is alleged that Maintenance Representative has acted with gross negligence or intentional malfeasance and is determined to have so acted. Company agrees that it shall promptly notify Maintenance Representative in writing of any such claim made against Company and give Maintenance Representative full information and assistance in connection therewith. Maintenance Representative shall have the sole right to control the defense of such claim or action and the sole right to settle or compromise any such claim or action. Maintenance Representative shall have no indemnity responsibility for any claim arising as a result of any modification of the products or materials provided hereunder if performed other than by Maintenance Representative.

12. LIMITATION OF LIABILITY

The Company agrees to maintain insurance to protect itself from losses resulting from business interruption or other damage to its business operation resulting from the failure of any system installed or serviced by Maintenance Representative. Company agrees that Maintenance Representative's liability is limited to any direct damage caused by Maintenance Company's representatives when on the premises. For example, should a Maintenance Company employee negligently perform a service so that said employee damages a server or discharges a suppression system, Maintenance Company would be responsible for the cost of repairing the physical damage, but not for any loss of income or cost incurred as a result of the failure of the system. Thus, Maintenance Representative assumes no responsibility for any damage or injury to any persons and property except such damage or injury that may be held to result solely and directly from or out of (1) the negligence of the Maintenance Representative, or (2) any misconduct on the part of the Maintenance Representative, its agents, or employees. Notwithstanding anything in this Agreement to the contrary or existing under applicable law, Maintenance Company shall not be liable for any indirect, incidental, special, punitive or consequential damages, such as, but not limited to, loss of anticipated profits, income, good will, diminution in value or other economic loss in connection with, or arising from any cause, including, but not limited to, the furnishing, servicing, functioning, or the Company's use of any item of Equipment or services provided for in this Agreement, whether or not the possibility of damage was disclosed to Maintenance Company or could have been reasonably foreseen by Maintenance Company.

Initial for Company: _____ Initial for Maintenance Representative _____

13. INDEPENDENT CONTRACTOR

Company and Maintenance Representative are independent parties. In its performance of this Agreement, Maintenance Representative shall at all times act in its own capacity and right as an independent contractor with respect to Company. Nothing contained in this Agreement shall be construed to make either party an agent, employee, partner, joint venture, or legal representative of the other party. Neither party shall have nor represent itself to have any authority to bind the other party to any obligation. Employee compensation and benefits for Maintenance Representative's personnel are the sole responsibility of Maintenance Representative.

14. NOTICES

All notices under this Agreement shall be sent to a party at the respective address indicated on the first page of this Agreement, or to such other address as such party shall have notified the other. All such notices shall be deemed duly given (a) upon delivery, if delivered by courier or by hand; or (b) three days after posting, if sent by certified or registered mail, return receipt requested.

15. HEADINGS

Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

16. SEVERABILITY

If any provision in this Agreement is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of the Agreement which shall remain in full force and effect unless the severed provision is essential and material to the rights or benefits received by either party. In such event, the parties shall use their best efforts to negotiate in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects their intent in entering into this Agreement.

17. **NO WAIVER**

A waiver of a breach or default under this Agreement shall not be a waiver of any other breach or default. Failure of either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition unless accompanied by a clear written statement that such term or condition is waived.

18. **NO ASSIGNMENT**

This Agreement may not be assigned by either party, including an assignment by operation of law. Provided, however, that Maintenance Representative can sub contract work subject to its supervision. Subject to the foregoing, this Agreement shall inure to the benefit of the parties' permitted successors and assigns.

19. **ENTIRE AGREEMENT; MODIFICATIONS**

This Agreement contains the entire understanding of the parties with respect to the matters contained herein. This Agreement shall supersede (a) any provision of any purchase order submitted by the Company. There are no promises, covenants or undertaking other than those expressly set forth herein, and any other terms and conditions are rejected regardless of content, timing or method of communication. Any deviations from or additions to the terms and conditions of this Agreement must be in writing and will not be valid unless confirmed in writing by duly authorized officers of Maintenance Representative.

20. **COMPLIANCE WITH LAWS**

In its performance of any or all its obligations hereunder related to Preventive Maintenance of the covered equipment, Maintenance Representative shall comply with all applicable Federal, State, and Local Laws and Ordinances.

21. **GOVERNING LAWS**

The provisions of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Both parties expressly agree to submit to the exclusive jurisdiction and venue of either the United States District Court of the Northern District of California or the California Superior Court in and for the county of Alameda, as appropriate, as to any legal action brought to enforce, interpret, or receive damages for a breach of this Agreement. If either party brings any action to enforce any rights arising out of or relating to this Agreement (whether or not suit is filed), the prevailing party shall be entitled to recover its costs and expenses related to such action, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates of set forth below.

City of Turlock

Intelligent Technologies and Services, Inc

SIGNATURE: _____

SIGNATURE: _____

BY: _____

BY: Lola Abdoun

TITLE: _____

TITLE: Account Representative

DATE: _____

DATE: _____

P.O.#: _____

PREVENTIVE MAINTENANCE SCOPE OF SERVICE – CA-1

CLEAN AGENT FIRE SUPPRESSION SYSTEM

Maintenance Representative's service shall be expressly limited to the items set forth in this schedule CA-1 unless noted otherwise in your Preventive Maintenance Agreement. The CA-1 service performed is adapted from the following codes and standards: NFPA 70, 72, 75, and 2001.

I. FREQUENCY OF SERVICE AND INSPECTION

- A. As recommended, semi-annually by authorized and certified technician.
- B. On-site personnel should visually inspect on a weekly basis for the following:
 - 1. Pressure gauge on agent storage container.
 - 2. General condition of both electrical and mechanical system.

II. SYSTEM DEVICES FOR SERVICE AND INSPECTION (as applicable)

- A. Clean Agent Control Panel
- B. Battery Back-Up Systems
- C. Alarm Bells
- D. Alarm and Discharge Horns
- E. Alarm and Discharge Strobe Lights/Beacons
- F. Manual Discharge Pull Stations
- G. Smoke Detectors
- H. Agent Storage Containers
- I. Agent Distribution Piping and Nozzles
- J. Abort Stations
- K. Maintenance Bypass Switches

III. INSPECTION PROCEDURES

- A. Check in with immediate facilities supervisor.
- B. Notify building central fire alarm station and all occupants in the immediate area that a functional system test is about to be conducted.
- C. Perform an inspection of the system for installation integrity, both electrically and mechanically.
- D. Completion of Test and Service
 - 1. Notify central station, facilities supervisor and immediate personnel of completion of service and leave system in full operational condition.
 - 2. Submit to owner's representative a fully itemized service report with any recommendations for safety updates and repairs as required.

IV. SERVICE PROCEDURES PERFORMED ON AN ANNUAL BASIS

- A. Smoke Detectors
 - 1. Sequence each detector in an alarm condition. Each detector will be set in the alarm mode using a test gas, external magnet or appropriate device.
- B. Complete system testing as outlined in Section V.
- C. Alarm Bells and Discharge Horns/Strobes
 - 1. Check individually for proper operation and sound level.
- D. Manual Pull and Abort Stations
 - 1. Verify individual operation.
- E. Auxiliary Devices and Systems Shut-Downs
 - 1. Air conditioning, heating, ventilating systems and power equipment shutdowns; will only be performed by special written request from the customer.
- F. Check Room Integrity
- G. Agent Storage Containers/Distribution Piping-Nozzles
 - 1. Check agent quantity and pressure of Clean Agent containers.
 - 2. Visually inspect accessible discharge piping and nozzles for integrity and corrosion.

V. SERVICE PROCEDURES PERFORMED ON A SEMI-ANNUAL BASIS

- A. Control Panel and Battery System.
 - 1. Verify LED operation for power, trouble and alarm conditions.
 - 2. Test battery for charge and automatic switch-over capability.
 - 3. Operate test and reset switches for sequence and function.
 - 4. Visual inspection of terminations and wiring within the panel.
- B. Smoke Detectors
 - 1. Visually inspect detectors.
- C. Alarm Bells and Discharge Horns/Strobes
 - 1. Visually inspect for damage
- D. Manual Pull and Abort Stations
 - 1. Visually inspect for damage.

E.. Check Room Integrity

F. Agent Storage Containers/Distribution Piping-Nozzles

1. Check agent quantity and pressure of Clean Agent containers.
2. Visually inspect accessible discharge piping and nozzles for integrity and corrosion.

G. Training

1. System Operation training can be provided for owner's personnel as needed during the scheduled system inspection.

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

INTELLI-TECH (“CONTRACTOR”)

Dated: January 26, 2016

City Contract No. 15-157

Contractor’s Contract No. 2353

Page 1 of 4

1. 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 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.

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

INTELLI-TECH ("CONTRACTOR")

Dated: January 26, 2016

City Contract No. 15-157

Contractor's Contract No. 2353

Page 2 of 4

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

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

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

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

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

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

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

INTELLI-TECH ("CONTRACTOR")

Dated: January 26, 2016

City Contract No. 15-157

Contractor's Contract No. 2353

Page 3 of 4

(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.

2. 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.

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

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

**ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT**

INTELLI-TECH ("CONTRACTOR")

Dated: January 26, 2016

City Contract No. 15-157

Contractor's Contract No. 2353

Page 4 of 4

5. CONTRACT ADMINISTRATOR: The CITY's contract administrator and contact person for this Agreement is:

Keith Humphres,
Parks, Recreation & Public Facilities Department
144 S. Broadway
(209) 668-5594
khumphres@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

INTELLI-TECH

By: _____

Gary Soiseth, Mayor

or

Michael I. Cooke, Interim City Manager

Date: _____

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Phaedra A. Norton, City Attorney

ATTEST:

By: _____

Kellie E. Weaver, City Clerk



Council Synopsis

5L
January 26, 2016

From: Robert A. Jackson, Chief of Police

Prepared by: Miguel Pacheco, Field Operations Lieutenant

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase of one (1) Avatar III Robot and accessories through the City of Long Beach Bid No. ITB PD 14-096, from Robotex of Sunnyvale, California, for the Turlock Police Department, in an amount not to exceed \$27,106

Resolution: Appropriating \$100 to account number 266-20-255-341.51107_003 "JAG Expenses 2014-DJ-BX-0893" to be funded via a transfer from account number 110-20-210.44001_033 "Supplies CRT/SWAT" to complete the funding for the Avatar III Robot purchase

2. DISCUSSION OF ISSUE:

The City of Turlock has the responsibility to respond to hostage incidents as well as incidents of barricaded subjects. In these incidents, it is imperative that the Police Department has as much information as possible when determining how to best mitigate the situation. The purchase of this robot will provide a much needed tool that will add a layer of protection for both Police personnel as well as the citizens of the City of Turlock.

The City is to piggyback off of a City of Long Beach contract for the purchase of one (1) Avatar III Robot and accessories from Bid No. ITB PD 14-096, pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-07-08(b)(5), without compliance to the formal bid procedure. The City of Long Beach competitively bids contracts and local agencies may contract with the suppliers that are awarded these contracts without further competitive bidding.

The attached documents show the original bid request from the City of Long Beach in which the purchase of the Avatar III Robot and accessories was outlined. There were additional items that were requested in this bid that differed from the City of Turlock's needs, most significantly, there were items that were requested in the bid that the City of Turlock is not interested in purchasing. Also attached to this packet are the following items, the confirmation from Robotex that the pricing matches that of the Long Beach bid, the City of Long Beach purchasing approval

form which states that Robotex won the bid and the City of Long Beach Purchase Order showing the purchase of the Avatar III Robot and accessories from Robotex.

3. BASIS FOR RECOMMENDATION:

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

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2: FISCAL RESPONSIBILITY

General Principles:

6. Ensure efficient use of resources and maximize value within department budgets.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The City has \$27,016 in funds remaining from its 2013-14 JAG grant which Staff is proposing to use for this purchase. This item has been approved by DOJ as an allowable use of the JAG funds. Staff proposes to supplement the JAG funds with \$100 from the Police department's General Fund operating budget to complete the funding for this purchase.

Staff requests the approval of an appropriation of \$100 to account number 266-20-255-341.51107_003 "JAG Expenses 2014-DJ-BX-0893" to be funded via a transfer from account number 110-20-210.44001_033 "Supplies CRT/SWAT" to complete the funding for the Avatar III Robot purchase.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

A. Council may deny the purchase.



RoboteX, Inc.
433 Lakeside Drive
Sunnyvale, CA 94085
(650) 838-9191

Sales Quote Acknowledgement

Ship To:

Turlock Police Department CA
244 N. Broadway
Turlock CA 95380
USA

| | |
|-------------------------|--------------------|
| Sales Quote | SQ-20150119-002054 |
| Print Date | 12/15/2015 3:33 PM |
| Customer Purchase Order | |
| Created Date | 1/19/2015 1:54 PM |
| Payment Terms | Net 30 Days |
| Delivery Terms | |

Invoice To:

Turlock Police Department CA
244 N. Broadway
Turlock CA 95380
USA

Details

| Line | Product | Unit Of Measure | Tax | Scheduled Date | Order Quantity | Unit Price | Extension |
|--------|--|-----------------|-----|----------------|----------------|-------------|-------------|
| 010154 | Avatar III Robot C001P | Each | Y | 1/19/2015 | 1.00 | \$19,995.00 | \$19,995.00 |
| 010155 | Avatar Pan-Tilt-Zoom Camera (PTZ) Accessory C002A | Each | Y | 1/19/2015 | 1.00 | \$4,495.00 | \$4,495.00 |
| 010156 | Spare Robot Battery C003A | Each | Y | 1/19/2015 | 1.00 | \$395.00 | \$395.00 |
| 010157 | Avatar Controller Charger Adapter Cable C004A | Each | Y | 1/19/2015 | 1.00 | \$0.00 | \$0.00 |
| 010158 | Avatar External Controller Antenna C015A | Each | Y | 1/19/2015 | 1.00 | \$300.00 | \$300.00 |

Line Sub Total \$25,185.00

| Tax Rate | Type | Taxable Amount | Tax Amount |
|----------|------------|----------------|------------|
| 7.625% | CA - Sales | \$25,185.00 | \$1,920.36 |

Tax Total \$1,920.36

Order Total \$27,105.36

Prices listed above match Long Beach Police Department Sales Order # SO-20140730-000599

Avatar III Robot = 19,995.00
Avatar Pan-Tilt-Zoom Camera (PTZ) Accessory = 4,495.00
Spare Robot Battery = 395.00
Avatar Controller Charger Adapter Cable = 0.00 (included in package)

The sales quote provided herein shall be valid for sixty (60) calendar days from the "Print Date" set forth above. All prices in USD. All items, unless otherwise specified, will ship out no more than ninety (90) days after receipt of purchase order.

Customer acknowledges and agrees that it shall use all products acquired from RoboteX, Inc. ("RoboteX") in compliance with all applicable laws, statutes, rules, regulations, orders and restrictions, and that it will not resell or otherwise transfer or convey any products acquired from RoboteX to any third party without the prior express written consent of RoboteX.



City of Long Beach
 City Purchasing Agent
 333 W. Ocean Blvd./7th Floor
 Long Beach, CA 90802

PURCHASE ORDER

PAGE: 1

DATE: 07/29/2014
 ** ORIGINAL **

PO NUMBER: POPD14000036

VENDOR:

ROBOTEX INC
 433 LAKESIDE DRIVE
 SUNNYVALE, CA 94085

*****IMPORTANT NOTICE*****
 Please note the "Bill To" address on this purchase order has changed. For billing inquiries, please contact the City Department responsible for this order.

BILL TO:
 CITY OF LONG BEACH
 POLICE DEPARTMENT-FISCAL DIVISION
 VIA EMAIL: PD-ACCTSPAY@LONGBEACH.GOV
 OR MAIL TO:
 400 W. BROADWAY
 LONG BEACH, CA 90802
 STAFF (562)570-7260

SHIP TO:
 COMMUNICATIONS
 POLICE DEPARTMENT
 2990 REDONDO AVE
 LONG BEACH, CA 90806-2416
 (562)570-7236

VEN CONTACT: MATTHEW SPEAKMAN

VENDOR TEL: (650)319-7827

DISCOUNT TERMS:
 NET 30

FREIGHT CARRIER:

F.O.B.:
 DEST

DELIVERY REQUIRED
 08/22/2014

DEPT. CODE
 PDSUEO

REQ NO.
 RQPD14000048

ISSUED UNDER CONTRACT NO:
 BFO ID :

| ITEM | COMMODITY ID | QUANTITY | U/M | UNIT PRICE | TOTAL PRICE |
|----------------------------------|--------------|----------|-----|-------------|-------------|
| 001 | 680-66 | 1.00 | EA | 30,977.8000 | 30,977.80 |
| DESCRIPTION | | | | PRICE | |
| ROBOTEX AVATAR III BASE PCKG | | | | \$19,995.00 | |
| PAN-TILT ZOOM CAMERA | | | | 4,495.00 | |
| SEARE ROBOT BATTERY | | | | 395.00 | |
| HIGH ANGLE STABILIZERS | | | | - | |
| CONTROLLER CHARGER ADAPTER CABLE | | | | - | |
| COMMAND TERMINAL | | | | 3,495.00 | |
| CONTROLLER E-Z SLING | | | | 40.00 | |
| SUB-TOTAL | | | | 28,420.00 | |
| SALES TAX | | | | | 2,557.80 |

(CONTINUED ON NEXT PAGE)

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562/570-6200.



City of Long Beach
 City Purchasing Agent
 333 W. Ocean Blvd./7th Floor
 Long Beach, CA 90802

PURCHASE ORDER

PAGE: 2

DATE: 07/29/2014
 ** ORIGINAL **

PO NUMBER: POPD14000036

| ITEM | COMMODITY ID | QUANTITY | U/M | UNIT PRICE | TOTAL PRICE |
|-------------------------------|--------------|----------|-----|------------|-------------|
| COMMODITY NAME/SPECIFICATIONS | | | | | |
| TOTAL PER ITS PD14-096 | | | | | \$30,977.80 |

| | |
|----------------------|-----------|
| COMMODITY LINE TOTAL | 30,977.80 |
| TAX TOTAL | 0.00 |
| GRAND TOTAL | 30,977.80 |

- 1) W9 FORM MUST BE ON FILE WITH DEPT OF FINANCIAL MANAGEMENT. GO TO WWW.LBPURCHASING.ORG FOR DETAILED DIRECTIONS OR CALL 562-570-6200.
- 2) PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING DOCUMENTS AND PACKAGES RELATED TO THIS ORDER.
- 3) ISSUANCE OF THE PURCHASE ORDER BY THE CITY CONSTITUTES ACCEPTANCE OF SUPPLIER'S OFFER ON THE TERMS AND CONDITIONS STATED HEREIN AND IN ANY ADDENDUM HERETO.
- 4) SALES TAX ON INVOICES FOR GOODS RECEIVED MUST BE TAXED AT THE CURRENT LOS ANGELES COUNTY RATE.

PRICES SHALL BE IN ACCORDANCE WITH THOSE EXTENDED TO OTHER GOVERNMENTAL AGENCIES. APPLICABLE STATE AND COUNTY SALES TAX WILL BE ADDED TO INVOICE.

THIS PURCHASE ORDER AMOUNT IS ONLY AN ESTIMATE. THE CITY NEITHER WARRANTS NOR GUARANTEES THAT THE TOTAL PURCHASE ORDER AMOUNT WILL BE REACHED.

07-29-2014

Jason B. MacDonald

 AUTHORIZED SIGNATURE

--- END OF DOCUMENT ---



CITY MANAGER PURCHASING APPROVAL FORM

CM Number 4512

Department of Financial Management, Purchasing Division

NOTE TO REQUESTORS

This form is to request City Manager approval for purchases over \$25,000 but not exceeding \$200,000 as required by Administrative Regulations, Financial Policies and Procedures. This form does not replace the Exception to Policy form.

DESCRIPTION / JUSTIFICATION FOR PURCHASE / TIMING CONSIDERATIONS / SERVICE LEVEL IMPACT IF NOT APPROVED

This project funds the one time purchase of tactical ballistic entry vests, electronic surveillance equipment, and remote controlled robot for the Long Beach Police Department Special Weapons and Tactics Team (SWAT). These lightweight rifle rated body armor will provide officers protection from rifle fire during tactical operations. The electronic surveillance equipment will give SWAT operators the ability to see under doors and through windows without exposing themselves to dangerous situations. The remote controlled robot will also allow SWAT operators to drive a camera into a dangerous situation from behind cover and not exposing the operator to danger.

The purchase will be made using Port Security Grant Program (PSGP) 2011 Grant funds, which need to be spent by the August 31, 2014 deadline. These ballistic entry vests, electronic surveillance equipment and remote controlled robot would not be able to be purchased by any other means. This equipment will drastically increase the SWAT teams ability to prevent, protect, mitigate, and respond to any threats within the city of Long Beach.

These items have gone out to bid and have been won by the three vendors listed: Adamson's Police Equipment - \$71,463.56 for the Electronic Surveillance equipment; Pro Force - \$77,558.63 for the ballistic Vests; and Robotex - \$30,977.80 for the remote controlled robot.

FREQUENCY OF PURCHASE One-time Term Order 1st Renewal 2nd Renewal

Requisition # RQPD14-48, RQPD14-49, RQPD14-50 Purchase Order #

| | | | | |
|------------------------------------|---------------|--------------------------------|----------------------------------|-----|
| Dollar Amount to Add for This Term | \$ 178,997.99 | Total Amount (if Change Order) | Term Dates (if applicable) Start | End |
|------------------------------------|---------------|--------------------------------|----------------------------------|-----|

VENDOR INFORMATION

Purchasing Division completes this section unless department is requesting a sole source or exception to policy. If so, the requesting department should complete this section. Note: Department may opt to pursue sole source or exception to policy, as outlined in AR 23-3 or AR 8-4, by attaching an "Exception to Policy" request to this form, detailing the justification and requesting approval. If professional services are requested, please refer to "Professional Services Checklist" (located on the Purchasing intranet site: <http://clonet/purchasing>) and submit all required documents with this form. If the ETP purchase exceeds \$100,000 the purchase will require City Council approval.

Vendor Name ProForce Law, Adamson Police Products, Robotex

Minimum 3 Businesses Contacted? Yes No ITB / RFP # ITB PD 14-096 (4 bids rec'd)

Long Beach Business? Yes No ITB / RFP Title SWAT EQUIP

Business Type LSBE VSBE SBE DBE MBE WBE

REQUESTOR INFORMATION Budgeted Yes No

The Department Director or his/her Acting replacement must sign this form.

I certify that this purchase will not cause my department to exceed the \$200,000 threshold for goods or services as specified in the purchase order. I have received 3 bids or proposals and I certify that no bid protests have been received.

If bids/proposals cannot be obtained through an ITB/RFP for items between \$25,000 to \$100,000, an EXCEPTION TO POLICY FORM IS REQUIRED.

ETP Attached Yes No

Director: [Signature] Signature

Department: Police/Parade Department Contact: Rob OWENS 570-5711

APPROVALS

| | | | |
|---|--------------------|---|---------------------|
| Technology Services Approval (if applicable)* | Date | Homeland Security Grant Approval (if applicable)* | Date |
| City Purchasing Agent Approval | <u>7.23.14</u> | Buyer's Initials | <u>7/23/14</u> |
| City Manager Approval | <u>[Signature]</u> | Assistant City Manager | Date <u>7.28.14</u> |

*Appropriate signatures must be obtained before submitting to Purchasing. CM Approval Form - Revised 9/30/2013

BID NUMBER ITB PD-14-096
TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK

333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID

SWAT EQUIPMENT #2 – Robotex,
Ballistic Vests & Tactical Electronics

CONTRACT NO. _____

1. COMPLETE CONTRACT:

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. AMOUNT TO BE PAID:

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

5. DECLARATION OF NON-COLLUSION:

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest of or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: _____ ON THE _____ DAY OF _____, 20____.

COMPANY NAME: _____ TIN: _____
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

S/ _____ (SIGNATURE) _____ (TITLE)

_____ (PRINT NAME) _____ (EMAIL ADDRESS)

S/ _____ (SIGNATURE) _____ (TITLE)

_____ (PRINT NAME) _____ (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH

BY _____ Director of Financial Management _____ Date

APPROVED AS TO FORM

_____, 20____.
CHARLES PARKIN
CITY ATTORNEY

Deputy

BID NUMBER ITB PD-14-096

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

Corporation State of _____
Partnership State of _____
 General Limited
Joint Venture
Individual DBA _____
Limited Liability Company State of _____

Composition of Ownership (more than 51% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

Black Asian Other Non-white
 Hispanic American Indian Caucasian

Non-ethnic Factors of Ownership (check all that apply):

Male Yes - Physically Challenged Under 65
 Female No - Physically Challenged Over 65

Is the firm certified as a Disadvantaged Business: Yes No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6020.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

On _____ Before me,

DATE

NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared _____

NAME(S) OF SIGNER(S)

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

- TITLE(S)
- PARTNER(S) LIMITED
 - GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these Instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid. Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed;" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlir> for such prevailing wages and additional information.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the Items.

13. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

14. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: _____

Address: _____

Commodity/Service Provided: _____
Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)
Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: June 5, 2014

TIME: 11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

Michelle King (562) 570-6020
BUYER TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and read in the Purchasing offices at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsive and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days after the date on which the bids were opened.

18. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES _____ NO _____

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

INSTRUCTIONS TO BIDDERS

19. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

BID NUMBER ITB PD-14-096

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the

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Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Julissa Jose-Muray at 562-570-6869 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

INSURANCE. As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and its boards, officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and its boards, officials, employees, and agents.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").

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Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the City of Long Beach, and its boards, officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

Any subcontractors of all ties which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supercede and replace any insurance requirements required herein.

INDEMNITY: To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the performance under the Contract or the work under or related to the Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

The provisions of this Section shall survive the expiration or termination of this contract.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK FOR THE CITY OR ON CITY PROPERTY:

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

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If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

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PROJECT OVERVIEW

The Long Beach Police Department (LBPD) is seeking bids to furnish and deliver Robotex, Ballistic Vests & Tactical Electronics for the Special Weapons and Tactics (SWAT) team.

BID TIMELINE

Bid release date: May 13, 2014
Approved Equals due to City: May 20, 2014 by 11:00 am PT
Response from City to bidder: May 28, 2014 by 11:00 am PT
Bid due date: June 5, 2014 by 11:00 am PT

All questions must be submitted in writing and emailed to purchasingbids@longbeach.gov attention Michelle King.

BID SUBMISSION INSTRUCTIONS

It is recommended that bidders visit the City's website www.longbeach.gov/purchasing on a regular basis for any addenda to the bid.

Additional Document Submittals: Bidders that do not include the items listed below with their bids will be deemed non-responsive and their bids will be rejected.

- _____ Reference List
- _____ Debarment Form
- _____ W-9 Form
- _____ Insurance Requirements

Bidders shall submit one (1) original of the bid marked "ORIGINAL" and two (2) identical copies marked "COPY" and one electronic media copy (USB drive, CD or other readable media). All of these items shall be included in a sealed envelope and addressed to:

City of Long Beach
C/O City Clerk
Attn: Michelle King
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

Bids shall be clearly labeled in a sealed envelope or box as follows:

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SWAT EQUIPMENT #2 – Robotex, Ballistic Vests & Tactical Electronics

Bids must be received by 11:00 AM PT, June 5, 2014. Bids that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information form attachment.

AWARD

The City prefers to award to a single contractor but reserves the right to award contract to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

RIGHT TO REJECT BID

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

DELIVERY

Prices quoted shall include all delivery and unloading charges to the City of Long Beach. Delivery shall be made within ONE HUNDRED TWENTY (120) calendar days after receipt of order. Delivery is desired in accordance with the specification. The City reserves the right to use delivery time as a consideration for award of bid.

PRICING / PURCHASING

No "minimum orders" will be permitted. Bids indicating a minimum order will be rejected. Unit pricing shall remain firm for the duration of the Contract. Manufacturer's price increases will not be allowed nor paid by the City. No price increases will be allowed during the first twelve month contract period.

Prices shall be in accordance with those extended to other governmental agencies. Prices quoted should exclude State and County sales tax, and Federal excise tax. In case of error in extension of unit prices, the unit price shall govern.

VENDOR CONTACT INFORMATION:

Name of a person that will be the City's contact for order placement, order problems or special needs, etc (must have a person's name). Please print legibly.

Contact Name: _____
Direct Phone: _____ Cell Phone: _____
Email: _____ Fax: _____

"APPROVED EQUALS"

Items listed in "Bid Section" are to be by listed manufacturer/brand name or "Approved Equal".

"Approved Equal" means material or equipment which is "equal" in form, function, performance, reliability, quality, and features as the brand name or product from a particular supplier. The City of Long Beach shall make the determination in advance, in its sole opinion and discretion, whether or not material or equipment offered as an equal is approved. The determination by the City of Long Beach shall be final.

The bidder submitting an "Approved Equal" product as an alternate is required to submit documentation and samples of all required items per bid spec for a test shoot to be done prior to determination of approved equal on or before May 20, 2014 at 11:00 am PT. You are required to contact Michelle King in the Purchasing Division at purchasingbids@longbeach.gov or 562-570-6020 or you may contact Rob Owens, Swat Armorer of Long Beach Police Department at 562-570-5111 to schedule delivery of approved equal samples. Documentation and samples received after this date will not be accepted or considered in the evaluation. The determination period will be completed and the bidder will be notified by the City if the "Approved Equal" is accepted by May 28, 2014 by 11:00 am PT. The sample must be clearly marked with Company Name, Address, Phone & email information and ITB PD-14-096 **SWAT EQUIPMENT #2 Robotex; Ballistic Vests & Tactical Electronics "APPROVED EQUAL DOCUMENTATION"**. The bidder will furnish a method for the City of Long Beach to return said sample to the bidder at no expense to the City. The bidder is required to submit all data supporting its claim that material or equipment is an "equal". Bidders that do not comply will have their bids rejected as unresponsive.

Samples with bid or "approved equal" are not requested. If City deems need for sample to determine "approved equal" or after bid close for evaluation, bidder will need to comply

Once the determination has been made that an alternate is deemed "equal" the specifications will be amended and the alternate will be added to the specifications as a line item.

Alternate products quoted without documentation or samples will have their bids rejected as unresponsive.

Bidders acknowledge and agree that use of an "Approved Equal" creates a risk that the material or equipment may not actually meet the functional and performance requirements when used under field conditions. Bidders further acknowledge and agree that the City's approval of an equal product does not relieve the vendor from its duty to meet the functional and performance requirements in the Specifications so that the vendor may ultimately be required to replace the "equal" product with the material or equipment that was originally specified by brand name or by the name of a particular supplier, at no additional cost to the City, if the City makes a request for replacement.

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By submitting a bid, bidders accept these risks and the liability associated with these risks, and waives all claims against the City for costs related to supplying replacements.

Whenever material or equipment is specified using a brand name or the name of a particular supplier, the Specifications are intended to establish the type, function and quality required. Although not stated in every instance where a brand name or the name of a particular supplier is given, the use of a brand name or the name of a particular supplier will also mean and include "or approved equal." The phrase "or approved equal" means that the City of Long Beach, will make the determination, in his sole opinion and discretion, whether or not material or equipment offered as an "equal" is the same in form, function, performance, reliability, quality, and features as the brand name or product from a particular supplier.

BOND PROVISIONS

Faithful Performance Bond

The successful bidder shall submit a Faithful Performance Bond for 100 percentage of cost of bid. Successful bidder shall only be required to submit bond if award is made and notice is given from the City. The cost of the bond shall be included in the bid, and in the successful bidder's invoice. The bond will be issued to the City Long Beach, Purchasing Division, Long Beach City Hall, 333 West Ocean Blvd., 7th Floor, Long Beach, California 90802 and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above). The successful bidder shall use only the bond form supplied by the City.

Bond Instructions

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

Notarial Acknowledgments Required with Bonds

Signatures of all principals and sureties shall be accompanied by the appropriate Notarial Acknowledgments. A Notarial Acknowledgment shall accompany each signature of each Principal and a Notarial Acknowledgment shall accompany the signature of the Surety. All bonds require the signatures of all principals and sureties, accompanied by the appropriate Notarial Acknowledgments, whether the company is located inside or outside the State of California.

BID PROTEST PROCEDURES

Who May Protest

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days following the date on which bids were opened. The Business Services Bureau Manager must receive the protest by the close of the business on the fifth (5th) business day following the bid opening.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the Business Services Bureau Manager. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the Business Services Bureau Manager, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the Business Services Bureau Manager by the close of the business on the third (3rd) business day.

The Business Services Bureau Manager or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within ten (10) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the Business Services Bureau Manager shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process shall be funded in whole or in part from grants awarded under the Federal Emergency Management Agency Port Security Grant, round 2011 (CFDA No. 97.056). Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

ORDER OF PRECEDENCE - In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

ACCESS TO CONTRACTOR'S RECORDS - The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

AMERICANS WITH DISABILITIES ACT- The Awarded Vendor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Vendor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Vendor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT – The Awarded Vendor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH DAVIS-BACON ACT – The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

COPYRIGHT - The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data,

including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Vendor shall comply with 25 CFR 85.34

DEBARMENT and SUSPENSION - In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Award Management Database (www.sam.gov).

DRUG-FREE WORKPLACE - The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

ENERGY EFFICIENCY - The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

ENVIRONMENTAL LEGISLATION - The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH - In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

NATIONAL PRESERVATION ACTS -The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY - The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

PATENT RIGHTS - The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT - The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Vendor and all other pending matters are closed.

PUBLICATIONS – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

RIGHTS TO DATA – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor

BID NUMBER ITB PD-14-096

acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (48 CFR 27.404(a)).

RIGHTS TO USE INVENTIONS – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.

SPECIFICATIONS / BID SECTION

City's purchases are based on its actual needs and requirements. The City reserves the right to increase/decrease quantities listed below based upon availability of funds. By submitting a bid, bidder acknowledges and agrees that City is not committed to buying all or any of the quantities shown on the bid.

SUMMARY OF BID ITEMS

| ITEM NO. | DESCRIPTION | ALTERNATE MANUFACTURER / BRAND / MODEL | QTY | UNIT PRICE | PRICE EXTENSION |
|----------|---|--|-----|------------|-----------------|
| 1 | ROBOTEX AVATAR III Base package - One robot (battery and charger included) - One controller (battery and charger included) - Carrying case - One year flipper to flipper warranty - Operating range – 300 meters - Battery life – 4-5 hours average - Climbing angle – 60 degrees incline - Physical dimensions – 24.41" x 15.35" x 6.14" - Weight – 25 lbs (without battery) - Optics – Wide angle color drive camera - Chassis material – Durable monostructure composite - Battery – BB-2590 rechargeable, Military grade, lithium ion - Track system – Closed track design with brushless motors - Headlights – one 200 lumen LED light and one 180 mW/sr IR light - Radio type – Secure 2.4 GHz Wi-Fi | | 1 | \$ | \$ |
| 2 | Pan-Tilt-Zoom Camera - 360 degree color IR camera up to 100X zoom | | 1 | | |
| 3 | Spare Robot Battery - Battery for AVATAR III | | 1 | | |
| 4 | High angle stabilizers - Stabilizing rods which attach to back of Robot | | 1 | | |
| 5 | Controller charger adapter cable - enables the operator to charge the controller from a car outlet or a BB2590 robot battery | | 1 | | |

BID NUMBER ITB PD-14-096

| ITEM NO. | DESCRIPTION | ALTERNATE MANUFACTURER / BRAND / MODEL | QTY | UNIT PRICE | PRICE EXTENSION |
|----------|--|--|-----|------------|-----------------|
| 6 | Hitch and Trailer - Flatbed trailer that can be deployed remotely | | 1 | | |
| 7 | Command terminal - Includes flat screen monitor, external audio/video receiver, antenna, mini controller, and control software | | 1 | | |
| 8 | Controller E-Z sling - Custom fitted strap that secures the controller around neck | | 1 | | |
| 9 | Tactical Electronics Under Door Camera PRO KIT (2 camera views) - Forward, Upward facing Cameras - Weight :17.06oz - Dimensions: 9.75" X 3.30" X 1.66" - 4- 3V Lithium batteries (CR123A type) - 1.25+ hour runtime - High density polyethylene, Anodized aluminum - -10degree C to +50 degree C, 95% humidity operating range - 2.4 - 2.485Ghz (4 channel system) frequency range - Transmission distance - 100ft line of sight - Compatible with wrist mounted monitor Pro, handheld monitor Pro, Heads-up display - Camera resolution - 400 TV lines - Camera light sensitivity - 0.005 lux - Camera sensor type - black and white Super HAD CCD - IR LED flood illuminator, 4 forward facing directional IR LEDs - Insertion panel .262" thick - 6" panel length - Hardwire video output 1/4" stereo jack - Forward camera field of view - 68.6* (H), 47.4* (L) - Upward camera field of view - 46.26* (H), 32.8* (V) - SDHC Memory card (16 GB) included - 16 hours on 16GB SD Card recording capacity | | 2 | | |

BID NUMBER ITB PD-14-096

| ITEM NO. | DESCRIPTION | ALTERNATE MANUFACTURER / BRAND / MODEL | QTY | UNIT PRICE | PRICE EXTENSION |
|----------|---|--|-----|------------|-----------------|
| | <p><u>Kit to include :</u></p> <ul style="list-style-type: none"> - 1- UDC PRO (2 camera system) - 1- telescoping deployment pole - 1- handheld monitor PRO or wrist mounted monitor PRO - 1- 16GB SD card - 1- Storm case with foam - 1- 6 ' hard wire cable (compatible with handheld monitor PRO) | | | | |
| 10 | <p>Long Pole Camera Search System LPSS3</p> <ul style="list-style-type: none"> - 20' telescoping pole - Flexible neck camera head - 8 IR LEDs - Internal DVR for video recording - 4lbs weight (pole, camera unit and camera head attached) - Pole - 25.25" long collapsed, 20' Long extended - Camera unit dimensions-4.043" x 1.842" - Camera head dimensions-9.66"x1.38" - Powered by 4- 3VLithium batteries (CR123A) - Runtime 2.5 hrs - High density polyethylene, anodized aluminum - -10 degree C to +50 degree C, 95% humidity operating range - 2.4 - 2.485Ghz (4 channel system) frequency range - Transmission distance - 400ft line of sight - Compatible with wrist mounted monitor Pro, handheld monitor Pro, Heads-up display - Camera resolution - blk&whi-400 TV lines, color-380 TV lines - Camera light sensitivity B/W and color- 0.2 lux - Camera sensor type - blk&whi and color, Sony 1/3" Super HAD CCD II - Camera effective pixels- 537(H) x 505 (V) - Camera features- automatic gain control, automatic backlight compensation - Camera field of view - 92* - SDHC Memory card (16 GB) included - 16 hours on 16GB SD Card recording | | 1 | | |

BID NUMBER ITB PD-14-096

| ITEM NO. | DESCRIPTION | ALTERNATE MANUFACTURER / BRAND / MODEL | QTY | UNIT PRICE | PRICE EXTENSION |
|----------|--|--|-----|------------|-----------------|
| | <p>capacity <u>Kit to include :</u> - 1-Black telescoping long pole - 1-pole camera transmitter - 1-blk and whi camera head with 8 IR LEDs - 1- Color camera head with 8 whi LEDs - 1- handheld monitor PRO or wrist mounted monitor pro - 1- 16GB SD card - 1-soft sided carry bag</p> | | | | |
| 11 | <p>Wrist Mounted Monitor PRO - 1 - 3.5" high res LCD display - weight - .66 lbs - 4.3"x3.6"x1.7" dimensions - 2- 3V lithium batteries (CR123A) powered - 3 hour runtime - operating temp range-14 degree F to +122 degree F 95% humidity - frequency range-2.4 to 2.485 Ghz (video) 1 900 Mhz (control) - internal wireless 4 channel system - wireless video - high density polyethylene (HDPE); hard anodized aluminum housing material - Velcro wrist strap</p> | | 4 | | |
| 12 | <p>ProTech Tactical Ballistic Entry Vest 1. Protech Titan Assault Enhanced DN6349 Tactical Carrier - In a large size, must offer the wearer 577.56 in2 (total coverage front and back) ballistic panel coverage. - Internal panel insertion system - Grip-lok internal suspension system so armor is hung by the shoulder area - Advanced webless attachment system using Hank-Poly fabric (No traditional 1000 denier nylon modular webbing) - Tactical pouch selection - Officer Extraction strap with 2 separate carabiner attachment points - Radio wire channels - Identity attachment areas (Hook and loop both front center and rear center)</p> | | 35 | | |

| ITEM NO. | DESCRIPTION | ALTERNATE MANUFACTURER / BRAND / MODEL | QTY | UNIT PRICE | PRICE EXTENSION |
|----------|--|--|-----|------------|-----------------|
| | <ul style="list-style-type: none"> - External bottom loading plate pocket (front) - External top loading plate pocket (rear) - Auxiliary side panel pockets which allows for 6"X8" ballistic panel - Integrated shoulder ballistic protection - Detachable ballistic neck protection - Upper arm ballistic protection with special threat plate pocket - Pull down groin protection - Adjustable shoulder closure system that is does not impede the shouldering of a rifle - Materials made of 500 Denier Cordura, 420 Denier diamond rip stop nylon and HANK Poly fabric - Side Opening only <p>2. Protech PX-01 Type II Ballistic Body armor</p> <ul style="list-style-type: none"> - Model # BA-2000S-PX01 - Areal density .78 lbs/ft² (3.8 kg/m²) - Thinness - .225" (.6cm) - New V50 - .9mm FMJ RN 124gr. 1868 fps - Conditioned V50 - 9mm FMJ RN 124 gr 1896 fps - New V50 - .357 Mag JSP 158 gr 1847 fps - Conditioned V50 - .357 Mag JSP 158 gr 1816 fps - Backface average - 9mm, 31.7mm - Backface average - .357 Mag 36.35 mm - Special Threat Types: <ul style="list-style-type: none"> • Speer 357 sig 125gr @ 1375 fps ± 30 No Perforations • Winchester 9mm 127gr +P+ SXT @1250fps ± 30 No Perforations • Federal 9mm 124gr +P HST @1250fps ± 30 No perforations • Winchester .40cal 165gr SXT @1140fps ± 30 No perforations • Speer .357 Sig 125gr TMJ - V50 1893 fps • Speer .44 Mag 240gr JHP - V50 1692fps • Sellier & Bellot 7.62x25 Tokarev 85gr | | | | |

| ITEM NO. | DESCRIPTION | ALTERNATE MANUFACTURER / BRAND / MODEL | QTY | UNIT PRICE | PRICE EXTENSION |
|----------|---|--|-----|------------|-----------------|
| | <p>@1530fps ± 30 No perforations</p> <ul style="list-style-type: none"> • Sellier & Bellot Makarov 9 x 18mm 95gr FMJ @1050fps ± 30 No perforations <p>- Fragmentation:</p> <ul style="list-style-type: none"> • Mil standard 662F • 2 gr RCC – V50 2719 avg fps • 4 gr RCC – V50 2382 avg fps • 16 gr RCC – V50 2040 avg fps • 64 gr RCC – V50 1687 avg fps • 2 impacts <p>IMPORTANT - All Ballistic vest approved-equal submissions must meet or exceed the standards of the equipment above as determined by the SWAT Armorer.</p> <p>Alternate vest submissions will be evaluated through the department's Vest Shoot Protocol (See Appendix A):</p> <ul style="list-style-type: none"> - Vendor must supply NIJ specified fixture and Roma Plastilina modeling clay, as specified in the 06 standard - Vendor must supply guns and ammunition. Vendor must provide pistols in caliber 9MM. .40SW, .357 Magnum, .357 Sig and .45ACP.44 Magnum, 7.62x25 Tokarov. 5.57 FN. Vendor may provide additional firearms at their discretion. Vendor must provide ammunition for the same pistols and additionally the rounds currently being deployed by our department. - Vendor must contact the department prior to the vest shoot for a current list of rounds required for the vest shoot - If there is a specific weapon that can only be provided by law enforcement, the department will provide it - The department may provide rounds that have been confiscated or that are out of the normal - Chronograph will be used to measure the speed of the bullet | | | | |

BID NUMBER ITB PD-14-096

| ITEM NO. | DESCRIPTION | ALTERNATE MANUFACTURER / BRAND / MODEL | QTY | UNIT PRICE | PRICE EXTENSION |
|----------|---|--|-----|------------|-----------------|
| | <ul style="list-style-type: none"> - Back face deformation will be measured - All items, except the items that the department provides, will be at the vendor's expense. <p>Important</p> <ul style="list-style-type: none"> - At the request of the department, the vendor must perform an additional vest check 2 years into the vest contract. The vest check requires taking a vest 2 years or older from an officer and performing a vest shoot, under the above listed protocol, to evaluate the performance and degradation, if any. The manufacture would be required to supply the officer a new vest, at their expense. | | | | |
| 13 | <p>Special Threat Rifle Plate X-CAL LP #1166518</p> <ul style="list-style-type: none"> - Materials-Alumina Oxide Ceramic - Cover material-Polyolefin - Curvature-Multi - Shooters Cut - Size – 10" X 12" ((approx) - Thinness - .43" (approx) - Weight – 5.1 lbs (approx) - Special Threat Testing: (in conjunction with PX01) <ul style="list-style-type: none"> ◦ 5.56x45mm, 62 gr. FMJ (M855/ss109) - 6 impacts ◦ 7.62x39mm, 123 gr. MSC – 3 impacts ◦ 7.62x39mm, 119gr. API BZ – 3 impacts ◦ 7.62x51mm, 147 gr. (NATO/.308 M80 ball) | | 70 | | |
| 14 | <p>Police Identification Patches</p> <ul style="list-style-type: none"> - 2" x 5" green / subdued in color | | 120 | | |
| 15 | <p>Police Identification Patches</p> <ul style="list-style-type: none"> - 3" X 8" green / subdued in color | | 40 | | |
| 16 | <p>Tactical Molle attachable pouches for Ballistic entry vest.</p> <ul style="list-style-type: none"> - Esstac M4 KYWI Double Mag Pouch Shorty <ul style="list-style-type: none"> ◦ Green in color | | 90 | | |
| 17 | <ul style="list-style-type: none"> - Esstac M4 KYWI Single Mag Pouch Shorty | | 90 | | |

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| ITEM NO. | DESCRIPTION | ALTERNATE MANUFACTURER / BRAND / MODEL | QTY | UNIT PRICE | PRICE EXTENSION |
|----------|---|--|-----|------------|-----------------|
| | ◦ Green in color | | | | |
| 18 | 1. Esstac 1911 KYWI Double Mag Pouch - Green in color | | 90 | | |
| 19 | Blackhawk S.T.R.I.K.E. Speedclips - 3 width - OD in color | | 390 | | |
| 20 | Blackhawk S.T.R.I.K.E. Speedclips - 5 width - OD in color | | 120 | | |
| | | SALES TAX (9%) | \$ | \$ | |
| | Shipping (not taxable) | FREIGHT | | | |
| | Vendor is required to secure a performance bond.* (not taxable) | BOND | | | |
| | | GRAND TOTAL | \$ | \$ | |

***The products contained in this bid shall be procured with homeland security grant funds. As such, a Faithful Performance Bond for 100% of cost of bid shall be required.**

Due to this being a grant funded purchase and in order to not lose the financial funding, if your company can provide the items listed prior to August 31, 2014 then you will not be required to obtain a bond. If you cannot deliver by August 31, 2014 then you are **REQUIRED** to submit a bond.

Please complete the bond fee line item if you will be supplying a bond, if not please put N/A. Do not leave it blank or put TBD or your bid may be disqualified.

Delivery, in days, after receipt of order: _____ (calendar days)

WARRANTY: _____ (specify days/months/years) If other than the manufacturer's standard warranty

PAYMENT TERMS: _____
(Include discounts, if any)

APPENDIX A

Long Beach Police Department Vest Shoot Protocol

1.0 Manufacturer requirements

- 1.1 Do ballistic panels meet current National Institute of Justice (NIJ) standards, currently LBPD is under NIJ 2006 standards and posted on Compliance Products List.
- 1.2 Is the vest flexible and comfortable enough to allow the officers to perform their job.
- 1.3 What is the aerial density of one square foot of product, measuring weight and thickness.
- 1.4 How does the vest perform during an actual vest shoot, taking in consideration the rounds the vest stops beyond the minimum, such as, the rounds commonly found on the street and calibers officers carry, in the event, they are shot after a gun take away or by friendly fire.
- 1.5 The back-face deformation of the rounds, which correlates to the extent of trauma suffered from the round being stopped.
- 1.6 Multiple hits on the same spot (stacking rounds).
- 1.7 Shooting on angle 45 degrees or more.
- 1.8 Most importantly, what rounds beyond the minimum standard does the ballistic panel stop.
- 1.9 What are the options for the vest carrier.
- 1.10 Perform vest check 2 years into the vest contract. It would require taking a vest 2 years or older from an officer and perform a vest shoot, under the below listed requirements, to evaluate the performance and degradation, if any. The manufacture would be required to supply the officer a new vest, at their expense.

2.0 Evaluation criteria for vendors

- 2.1 In business over 5 years.
- 2.2 Established a solid reputation in the law enforcement community.
- 2.3 Number of vests vendor has produced.
- 2.4 References from other departments, if needed.
- 2.5 Has vendor ever had a failure? If so, what were the circumstances.
- 2.6 The vendor will be required to obtain liability insurance.
- 2.7 Has vendor ever been criminally or civilly charged? If so, what were the circumstances.
- 2.8 Has vendor ever been in business under a different name.
- 2.9 Can vendor survive a vest failure or product defect.
- 2.10 Vendors' vests must be currently posted by NIJ Compliance Product List web site.
- 2.11 Is premium pricing justified by the quality and performance of the product.

3.0 Requirements for a vest shoot

- 3.1 Supply NIJ specified fixture and Roma Plastilina modeling clay, as specified in the 06 standard.
- 3.2 Supply guns and ammunition. Vendor must provide pistols in caliber 9MM. .40SW, .357 Magnum, .357 Sig and .45ACP.44 Magnum, 7.62x 25 Tokarov. 5.57 FN. Vendor may provide additional firearms at their discretion. Vendor must provide ammunition for the same pistols and additionally the rounds currently being deployed by LBPD.
- 3.3 Vendor must contact the department prior to the vest shoot for a current list of rounds required for the vest shoot.
- 3.4 If there is a specific weapon that can only be provided by law enforcement, LBPD will provide weapon.
- 3.5 LBPD may provide rounds that have been confiscated or that are out of the normal.
- 3.6 Chronograph to measure the speed of the bullet.
- 3.7 Measuring device for back face deformation.
- 3.8 All items, except the items LBPD may provide, will be at vendors' expense.



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd 7th Floor
 Long Beach CA 90802

Reference Information Form

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph No _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph No _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph No _____

Address _____

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Project Manager/Contact Name _____ E-mail _____ Ph No _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____



ATTACHMENT

Debarment, Suspension, Ineligibility Certification

(Please read attached *Acceptance of Certification and Instructions for Certification* before completing)

This certification is required by federal regulations implementing Executive Order

1. The potential recipient of Federal assistance funds certifies, by submission of proposal, that:
 - Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - Have not within three (3) year period preceding this bid/agreement/proposal had a civil judgment rendered against them for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - Are not presently or previously indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above paragraph of this certification; and
 - Have not within a three (3) year period preceding this bid/agreement/proposal had one or more public (Federal, State, or local) transactions terminated for cause of default.
2. Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Signature of Authorized Representative

Title of Authorized Representative

Business/Contractor/ Agency

Date

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the Excluded Parties List System at www.epis.gov to make sure that vendors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business. The finding that "Your search returned no results" is an indicator of compliance.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspend, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

If you have any questions on how to complete this form, please contact the City of Long Beach, Business Relations, Purchasing Division at 562-570-6200.

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return) _____

Business name (if different from above) _____

Print or type. See Specific Instructions on page 2.

Check appropriate box: Individual Sole proprietor Corporation Partnership

Limited liability company. Enter the tax classification (Disregarded entity, C-corporation, S-corporation, etc.) _____ Exempt payee

Other (see instructions) _____

Address (number, street, and apt. or suite no.) _____ Requester's name and address (optional) _____

City, state, and ZIP code _____

List account number(s) here (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| |
|--------------------------------|
| Social security number |
| OR |
| Employer identification number |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below)

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here _____ Signature of U.S. person _____ Date _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person.

For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7)

Special rules for partnerships.

Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

INSURANCE REQUIREMENTS

- Contractor shall submit proof of insurability from an insurance company with an 8 rating (as specified in City AR 8-27) from AM Best Company with bid. Failure to submit this proof will disqualify the bid.
- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
 - Admitted (Licensed) in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of V (Capital Surplus and Conditional Surplus Funds of greater than \$10 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by the City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of VIII (Capital Surplus Funds or greater than \$100 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by City's Risk Manager.
 - Comprehensive General Liability naming City, its Officials, Employees, and Agents as additional insureds for injury to or death of persons or damage to or loss of property arising from or connected to vendor's performance here-under \$1,000,000 combined single limit for each occurrence and \$2,000,000 General Aggregate.
 - Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
 - Worker's Compensation: As required by California Labor Code.
- Self-insurance of self-insured retention must be approved in writing by City and protect City in same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:
 - Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th Floor
 Long Beach CA 90802

- o Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
- Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- Before any of Contractor's or Subcontractor's employees shall do any work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.
- Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.
- Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

By submitting a signature below, Bidder promises that insurance requirements can be provided as requested.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Faithful Performance Bond

The successful bidder shall submit a Faithful Performance Bond for 100 percentage of cost of bid. Successful bidder shall only be required to submit bond if award is made and notice is given from the City. The cost of the bond shall be included in the bid, and in the successful bidder's invoice. The bond will be issued to the City Long Beach, Purchasing Division, Long Beach City Hall, 333 West Ocean Blvd., 7th Floor, Long Beach, California 90802 and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above). The successful bidder shall use only the bond form supplied by the City.

Bond Instructions

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

Notarial Acknowledgments Required with Bonds

Signatures of all principals and sureties shall be accompanied by the appropriate Notarial Acknowledgments. A Notarial Acknowledgment shall accompany each signature of each Principal and a Notarial Acknowledgment shall accompany the signature of the Surety. All bonds require the signatures of all principals and sureties, accompanied by the appropriate Notarial Acknowledgments, whether the company is located inside or outside the State of California.

BID NO. _____
BOND NO. _____

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: THOSE we,

As PRINCIPAL, and _____, Located at _____, a corporation, incorporated under the laws of the State of _____, Admitted as a surety in the State of California and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the _____, And is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and obligations of said contract on said Principal's part to be kept, done and performed, at all times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety unless the officer of said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and the only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this _____ day of _____, 20 ____.

CONTRACTOR / PRINCIPAL
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SURETY
By: _____
Name: _____
Title: _____
Telephone: _____

Approved as to form this ____ day of _____, 20 ____
Charles Parkin, City Attorney
By: _____
Deputy

approved as to sufficiency this ____ day of _____, 20 ____
By: _____
City Manager/City Engineer

Note: 1. Both PRINCIPAL AND SURETY before a Notary Public and a Notary's certificate must acknowledge execution of this bond Certificate of Acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corporate Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$100 TO ACCOUNT NUMBER }
266-20-255-341.51107_003 "JAG EXPENSES }
2014-DJ-BX-0893" TO BE FUNDED VIA A }
TRANSFER FROM ACCOUNT NUMBER }
110-20-210.44001_033 "SUPPLIES }
CRT/SWAT" TO COMPLETE THE FUNDING }
FOR THE AVATAR III ROBOT PURCHASE }
_____ }

RESOLUTION NO. 2015-

WHEREAS, the Police Department desires to purchase an Avatar III Robot and related accessories to provide an additional tool for use by Police personnel in executing their duties; and

WHEREAS, the City of Long Beach has recently navigated through the competitive bid process for such a purchase and the City of Turlock desires to piggyback off the contract awarded by City of Long Beach as allowed under Turlock Municipal Code, Title 2, Chapter 7, Section §2-07-08(b)(5); and

WHEREAS, City Staff has confirmed with the vendor that the price negotiated by the City of Long Beach through their competitive bid process is still available to the City of Turlock; and

WHEREAS, by separate action, the City Council has approved the proposed purchase; and

WHEREAS, the City has available JAG grant monies to fund all except \$100 of the purchase and Staff proposes funding the remainder via a transfer from the Police Department's General Fund operating budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$100 to account number 266-20-255-341.51107_003 "JAG Expenses 2014-DJ-BX-0893" to be funded via a transfer from account number 110-20-210.44001_033 "Supplies CRT/SWAT" to complete the funding for the Avatar III Robot purchase.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

January 26, 2016

5M

From: Robert A. Jackson, Chief of Police
Prepared by: Ron Reid, Police Lieutenant
Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase of one (1) replacement Animal Control vehicle from National Auto Fleet Group (Wondries) in Alhambra, California, through the National Joint Powers Alliance (NJPA) master vehicle contract #102811, pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 08(b)(5), without compliance to the formal bid procedure, in an amount not to exceed \$45,056

2. DISCUSSION OF ISSUE:

The City is engaged in a joint purchasing plan that includes the NJPA master vehicle contract #102811, which can include the purchase of one (1) Animal Control vehicle from National Auto Fleet Group, pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 08(b)(5), without compliance to the formal bid procedure. The NJPA master vehicle contract #102811 is a competitively bid contract and local agencies may contract with the suppliers that are awarded these contracts without further competitive bidding.

National Auto Fleet Group's price quote is hereby attached, as per the NJPA master vehicle contract #102811.

The Animal Control vehicle was identified for replacement in the Police Department's Equipment Replacement Plan due to mechanical, mileage, and maintenance concerns. The vehicle being replaced will be processed for surplus by the City upon receipt of the newly purchased one. The new 2016 Ford F-250 with an animal control equipped utility bed was identified as the replacement vehicle because of its practicality in addressing the needs of the Animal Control unit.

The vehicle due for replacement is City Vehicle #1186 (Police Department #594) is a 2002 Ford Ranger. The vehicle has had mechanical issues to include surging and powering off. The vehicle's mileage is 62,873.

3. BASIS FOR RECOMMENDATION:

The Turlock Police Department deploys vehicles for use by Animal Control to respond in the field for stray, vicious, sick, and injured animals, as well as animal transports. The Department regularly replaces vehicles and equipment when they reach the end of their service life or if maintenance and service costs exceed the usefulness of the piece of equipment. The current Animal Control vehicle is in need of replacement.

City Council previously authorized the FY2015-16 budget which included consideration for the replacement of this Animal Control vehicle in line #506-00-000-213.51020 (Equipment Replacement).

Policy Goal and Implementation Plan Initiative:

Policy Goal #3: Public Safety

General Principles:

2. Public Safety provides for the safety of our citizens and preserves our community and culture.

Action Item:

3. Ensure equipment and infrastructure readiness.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - \$45,056

Budget Amendment: #506-00-000-213.51020 (Equipment Replacement)

5. CITY MANAGER'S COMMENTS:

Recommended Approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Council could choose not to purchase the vehicle; staff continuing to use the current vehicle this one was set to replace.
- B. Council could choose to have staff continue to investigate other means to purchase the replacement vehicle.

National Auto Fleet Group

A division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
855 BUY-NJPA 626-457-5590
855 289-6572 626-457-5593

January 11, 2016

Lt. Ron Reid
Turlock Police Department
900 N. Palm St. Turlock
Ca 95380
Delivery Via Email

Dear Lt. Reid,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Turlock, new/unused 2016 Ford F250 regular cab responding to your requirement with the attached specifications for

| | |
|---------------------|---|
| Vehicle | \$ 24,855.00 |
| Animal control Body | \$ 17,000.00 (used body, never put into service by Redondo Beach) |
| Total | \$ 41,855.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the NJPA master vehicle contract# 102811. Pricing includes 4 keys, service manual and 100K 5yr, extended power train warranty. |

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.



John Oviyach
National Account Law Enforcement Manager
National Auto Fleet Group





Council Synopsis

January 26, 2016

5N

From: Robert Talloni, Fire Chief

Prepared by: David Mallory, Fire Captain
Michael Harcksen, Fire Captain

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the purchase of two (2) replacement Fire Command Vehicles for Turlock Fire Department from Winner Chevrolet, Elk Grove, California, with emergency equipment and aftermarket installation provided by staff, from account number 506-00-000-304.51020 "Equipment Replacement," in an amount not to exceed \$86,000 per vehicle or \$172,000 total cost, pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 08(b)(5), without compliance to the formal bid procedure

2. DISCUSSION OF ISSUE:

The Turlock Fire Department regularly replaces vehicle and equipment when they reach the end of their service life or if maintenance costs exceed the value of the vehicle or piece of equipment. This replacement was planned and budgeted for in the Fiscal Year 2015-16 Capital Budget and within the Fire Department's Equipment Replacement Plan.

The Fire Chief's vehicle has been identified for replacement due to the criteria listed above. In addition to the above criteria, the current Fire Chief's vehicle has no emergency response options including emergency warning lights, siren and incident command module. Staff is recommending using funds available from the Fire Department's Equipment Replacement Fund 506 for the purchase of a Chevrolet Tahoe SSV (Special Service Vehicle) that is designed for Fire and Police applications. The new vehicle will provide the Fire Department the platform needed to build up a fully-functional mobile incident command vehicle. The new vehicle will be outfitted with the following; emergency lighting and siren package, striping, Turlock Fire identifiers, incident command module, mobile data computer and city/ state loaded (P-25 compliant) radios for local, multi-jurisdictional and mutual aid incidents.

This is being requested since the current Fire Chief's vehicle being replaced was a staff vehicle and not equipped with any additional features or equipment other than factory listed options.

At the direction of the Fire Chief, this new vehicle will be put in-service as the front line Battalion Chief's Command vehicle. The Fire Chief will then operate out of the existing Battalion Chief's vehicle.

The second vehicle being purchased is to provide a fully equipped Command Staff vehicle for emergency incident operations. Staff is recommending using funds available from the Fire Department's Equipment replacement fund 506 for the purchase of a Chevrolet Tahoe SSV (Special Service Vehicle) that is designed for Fire and Police applications. The new vehicle will provide the Fire Department the platform needed to build up a fully-functional mobile incident command vehicle. The new vehicle will be outfitted with the following: emergency lighting and siren package, striping, Turlock Fire identifiers, incident command module, mobile data computer and city/ state loaded (P-25 compliant) radios for local, multi-jurisdictional and mutual aid incidents.

The City is engaged in a joint purchasing plan that includes the Department of General Services Fleet Vehicles contract # 1-14-23-23D, which will include the purchase of one (1) Fire Command Vehicle from Winner Chevrolet, pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 08(b)(5), without compliance to the formal bid procedure. The Department of General Services vehicle contract #1-14-23-23D is a competitively bid contract and local agencies may contract with the suppliers that are awarded these contracts without further competitive bidding.

Winner Chevrolet's price quote is hereby attached, as per the Department of General Services vehicle contract #1-14-23-23D, in the amount of \$40,818.00 (including local sales tax and applicable fees).

The vehicle being replaced will be placed in a reserve status for staff to use for attending trainings and other department business.

The vehicle due for replacement is City Vehicle #282 (Fire Department # FR06-282) is a nine (9) year old, 2006 Mercury Grand Marquis LS. This vehicle is not code 3 rated, has no code 3 equipment (lights, siren and traffic signal controller) and no incident command resources. The vehicle's mileage is 85,998.

3. BASIS FOR RECOMMENDATION:

- A. Replace Fire Department staff vehicle in accordance with the Fire Department's Equipment Replacement Plan.

B. Council approval is required for any purchases above \$25,000.00

Policy Goal and Implementation Plan Initiative:

Policy Goal # 3: Public Safety

General Principles:

2. Public Safety provides for the safety of our citizens and preserves our community and culture.

Action Item:

3. Ensure equipment and infrastructure readiness.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - \$172,000

Budget Amendment: Appropriate \$172,000 to 506-00-000-304.51020 "Equipment Replacement" funded by \$172,000 from Fund 506 "Vehicle/Equipment Replacement-Fire Services" reserve balance for the purchase of a Fire Command Vehicle.

5. CITY MANAGER'S COMMENTS:

Recommended Approval.

6. ENVIRONMENTAL DETERMINATION:

None.

7. ALTERNATIVES:

A. Council can deny the purchase of the replacement vehicle.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE }
PURCHASE OF TWO (2) REPLACEMENT }
FIRE COMMAND VEHICLES FROM WINNER }
CHEVROLET, ELK GROVE, CALIFORNIA, }
WITH EMERGENCY EQUIPMENT AND }
AFTERMARKET INSTALLATION PROVIDED }
BY STAFF, FROM ACCOUNT NUMBER }
506-00-000-304.51020 "EQUIPMENT }
REPLACEMENT," IN AN AMOUNT NOT }
TO EXCEED \$86,000 PER VEHICLE OR }
\$172,000 TOTAL COST, PURSUANT TO }
THE TURLOCK MUNICIPAL CODE, }
TITLE 2, CHAPTER 7, SECTION 08(B)(5), }
WITHOUT COMPLIANCE TO THE }
FORMAL BID PROCEDURE }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the Turlock Fire Department requires replacement of two (2) fire command vehicle; and

WHEREAS, City Council of the City of Turlock has approved and budgeted the amount of \$172,000 in account number 506-00-000-304.51020 (Equipment Replacement) funded by \$172,000 from Fund 506 (Vehicle/Equipment Replacement-Fire Services) reserve balance for the purchase of a Fire Command Vehicle; and

WHEREAS, Winner Chevrolet, Elk Grove, California, is a vendor in good standing with the State of California and the City of Turlock; and

WHEREAS, Winner Chevrolet, Elk Grove, California, provided a total bid price per vehicle (including local sales tax and applicable fees) of \$40,818 or a total of \$81,636 for the purchase of two (2) vehicles; and

WHEREAS, Turlock Fire Department staff will purchase and outfit the vehicle with emergency lighting and siren, striping, Turlock Fire Identifiers, incident command module, mobile data computer and radios for a total of \$45,182 per vehicle or a total of \$90,364 for two (2) vehicles; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the purchase of two (2) replacement fire command vehicles from Winner Chevrolet, Elk Grove, California, with all emergency and aftermarket equipment installation provided by Turlock Fire Department staff, from account number 506-00-000-304.51020 "Equipment Replacement," in an amount not to exceed \$172,000 total cost.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

| Attachment A - Contract Pricing RANK 1 | | | | | | | | | | | |
|--|--|------------|-------------|-----------------------|-----------------------------|-----------|----------------|-----------------------------|----------------------------------|--|-------------|
| Supplement 7 | | | | | | | | | | | |
| Fleet Vehicles - VANS & SUVs | | | | | | | | | | | |
| Contract 1-14-23-23 A - G | | | | | | | | | | | |
| Terms: \$500 discount per vehicle for payment with 20 days | | | | | | | | | | | |
| Contract Line Item # (CLIN) | Description | FOB | UNSPSC Code | Unit of Measure (UOM) | Quantity in Unit of Measure | Make | Model | Vehicle Contract Unit Price | Service Plan Contract Unit Price | Most recent supplement changes are in blue | Contract # |
| 1 | Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 170 Horsepower, GASOLINE Fueled, 62 cu. ft. Cargo Volume, 103 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13 | Sacramento | 25101507 | Each | 1 | Jeep | Patriot | \$19,901.00 | \$400.00 | Swift Superstore | 1-14-23-23G |
| 2 | Sport Utility Vehicle, 4x4 or AWD, 7 Passenger, 280 Horsepower, GASOLINE Fueled, 80 cu. ft. Cargo Volume, 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13 | Sacramento | 25101507 | Each | 1 | Chevrolet | Traverse | \$25,770.00 | \$499.00 | Winner Chevrolet | 1-14-23-23D |
| 3 | Sport Utility Vehicle, 4x4, 6 Passenger, 300 Horsepower, E85 Fueled, 116 in. WB, 7000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13 | Sacramento | 25101507 | Each | 1 | Chevrolet | Tahoe | \$38,987.00 | \$499.00 | Winner Chevrolet | 1-14-23-23D |
| 4 | Sport Utility Vehicle, 4x4 or AWD, 5 Passenger, 240 Horsepower, DIESEL Fueled, 68 cu. ft. Cargo Volume, 112 in. WB, in accordance with Specification 2310-2626 Dated 9/24/13 | Sacramento | 25101507 | Each | 1 | Jeep | Grand Cherokee | \$38,558.00 | \$499.00 | Elk Grove Auto Group | 1-14-23-23B |
| 5 | Sport Utility Vehicle, 7 Passenger, PLUG-IN HYBRID ELECTRIC Fueled, in accordance with Specification 2310-2626 Dated 9/24/13 | Sacramento | 25101507 | Each | 1 | NONE | | | | | |
| 6 | Sport Utility Vehicle, 4x4 Off Road, 4 Passenger, 260 Horsepower, in accordance with Specification 2310-2626 Dated 9/24/13 | Sacramento | 25101507 | Each | 1 | Jeep | Wrangler | \$23,450.00 | \$499.00 | Elk Grove Auto Group | 1-14-23-23B |
| 7 | Sport Utility Vehicle, 5 Passenger, HYBRID-ELECTRIC Fueled, in accordance with Specification 2310-2626 Dated 9/24/13 | Sacramento | 25101507 | Each | 1 | NONE | | | | | |

Mike

Tenlock Fire Dept.

Prepared By:
Bill Kenery
Elk Grove Auto / Winner Chevy
8575 Laguna Grove Drive
Elk Grove, CA 95757
Phone: (916) 425-4700
Fax: (916) 421-0149
Email: billk@asherauto.com

Prepared By:
Bill Kenery
Elk Grove Auto / Winner Chevy
8575 Laguna Grove Drive
Elk Grove, CA 95757
Phone: (916) 425-4700
Fax: (916) 421-0149
Email: billk@asherauto.com

#3 SEALS on ST. CASH

2016 Chevrolet Tahoe

CK15706 4WD 4dr Commercial

\$38,987.00 F.O.B. Sub
\$10697 options credit

Local Tax: \$37,918.00

Sales Tax: 7.625%

Sales Tax: \$2,891.25

Total: \$37,918.00

2,891.25

8.75

\$40,818.00

Will Call in State. CA.

WEEK

WEEK

\$40,818.00

2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

WINDOW STICKER

| CODE | MODEL | MSRP |
|---------|--|-------------|
| CK15706 | 2016 Chevrolet Tahoe 4WD 4dr Commercial | \$50,000.00 |
| ZW7 | SUSPENSION PACKAGE, PREMIUM SMOOTH RIDE | \$0.00 |
| FES | EMISSIONS, FEDERAL REQUIREMENTS | \$0.00 |
| LB3 | ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJE | \$0.00 |
| MYC | TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED | \$0.00 |
| GU4 | REAR AXLE, 3.00 RATIO | \$0.00 |
| 1FL | COMMERCIAL PREFERRED EQUIPMENT GROUP | \$0.00 |
| RD6 | WHEELS, 17" X 6" (43.2 CM X 20.3 CM) PAINTED STEEL | \$200.00 |
| RC3 | TIRES, P265/70R17 ALL-TERRAIN, BLACKWALL | \$0.00 |
| ZY1 | PAINT SCHEME, SOLID APPLICATION | \$495.00 |
| G1E | SIREN RED TINTCOAT | \$0.00 |
| AZ3 | SEATING, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER | \$0.00 |

Interior: - No color has been selected.
Exterior 1: - No color has been selected.
Exterior 2: - No color has been selected.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions

GM AutoBook, Data Version: 417.0, Data updated 12/15/2015
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Customer File:

December 23, 2015 10:27:46 AM

Prepared By:
Bill Kearney
Elk Grove Auto / Winmar Chevy
8575 Laguna Grove Drive
Elk Grove, CA 95757
Phone: (916) 428-4700
Fax: (916) 421-0149
Email: billk@hsherauto.com

2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

WINDOW STICKER

| | | |
|-----|---|-------------|
| H0U | JET BLACK CLOTH SEAT TRIM | \$0.00 |
| I03 | AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER AND AUXILIARY INPUT J | \$0.00 |
| CSA | GVWR, 7300 LBS. (3311 KG) | \$0.00 |
| SW4 | IDENTIFIER FOR SPECIAL SERVICE VEHICLE | \$-5,685.00 |
| N0H | TRANSFER CASE, ACTIVE, 2-SPEED ELECTRONIC AUTOTRAC | INC |
| NZZ | FRONT UNDERBODY SHIELD | INC |
| K4B | BATTERY, AUXILIARY, 730 CCA | INC |
| --- | POWER SUPPLY, 100-AMP, AUXILIARY BATTERY, REAR ELECTRICAL CENTE | INC |
| --- | POWER SUPPLY, 50-AMP, POWER SUPPLY, AUXILIARY BATTERY | INC |
| --- | ALTERNATOR 170 AMPS, HIGH OUTPUT | INC |
| RW7 | GROUND STUDS, AUXILIARY, REAR COMPARTMENT | \$88.00 |
| UT7 | RECOVERY HOOKS, 2 FRONT, FRAME-MOUNTED, BLACK | \$50.00 |
| V76 | LUGGAGE RACK, DELETE | INC |
| GJ7 | FLASHER SYSTEM, HEADLAMP AND TAILLAMP, DRL COMPATIBLE | \$455.00 |
| VK3 | EXTERIOR ORNAMENTATION DELETE | INC |
| BJ3 | LICENSE PLATE FRONT MOUNTING PACKAGE | \$0.00 |
| GJ4 | WIRING, GRILLE LAMPS AND SIREN SPEAKERS | \$92.00 |
| --- | WIRING, HORN AND SIREN CIRCUIT | \$41.00 |
| --- | DOOR HANDLES, BODY-COLOR | INC |
| UN9 | RADIO SUPPRESSION PACKAGE, WITH GROUND STRAPS | INC |
| ATO | SEAT DELETE, THIRD ROW PASSENGER | INC |
| --- | INSTRUMENTATION, ANALOG | INC |
| AMF | REMOTE KEYLESS ENTRY PACKAGE | \$75.00 |
| --- | KEY, 2-SIDED | INC |
| 5HP | KEY, 6 ADDITIONAL KEYS | \$40.00 |
| JF4 | PEDALS, POWER-ADJUSTABLE FOR ACCELERATOR AND BRAKE | \$150.00 |
| --- | THEFT-DETERRENT SYSTEM, VEHICLE, PASS-KEY III | INC |
| --- | POWER OUTLETS, 4 AUXILIARY, 12-VOLT | INC |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 417.0, Data updated 12/15/2015
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Customer File:

December 23, 2015 10:27:45 AM

Page 3

Prepared By:
Bill Kearney
Elk Grove Auto / Winmar Chevy
8575 Laguna Grove Drive
Elk Grove, CA 95757
Phone: (916) 428-4700
Fax: (916) 421-0149
Email: billk@hsherauto.com

2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

WINDOW STICKER

| | | |
|-----|---|-------------|
| 6C7 | LIGHTING, RED AND WHITE FRONT AUXILIARY DOME | \$170.00 |
| UE0 | ONSTAR, DELETE | -\$85.00 |
| VQ2 | FLEET PROCESSING OPTION | \$0.00 |
| --- | SPECIAL EQUIPMENT OPTIONS | --- |
| 4J0 | TIRES, SPARE P265/70R17 ALL TERRAIN BLACKWALL | \$35.00 |
| 9L3 | SEATS, DRIVER AND PASSENGER FRONT INDIVIDUAL SEATS IN CLOTH TRI | \$0.00 |
| VPV | SHIP THRU, PRODUCED IN ARLINGTON ASSEMBLY | INC |
| --- | SUBTOTAL | \$46,161.00 |
| --- | Advert/Adjustments | \$0.00 |
| --- | Destination Charge | \$1,195.00 |
| --- | TOTAL PRICE | \$47,356.00 |
| --- | Est City: 16.00 mpg | --- |
| --- | Est Highway: 22.00 mpg | --- |
| --- | Est Highway Cruising Range: 572.00 mi | --- |

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

- Audio system, AM/FM stereo with CD player and auxiliary input jack includes USB port
 - Audio system feature, single-disc CD/MP3 player
 - Audio system feature, 6-speaker system
 - SiriusXM Satellite Radio, dealer
 - Bluetooth for phone personal cell phone connectivity to vehicle audio system
 - OnStar with 4G LTE and built-in Wi-Fi hotspot (to connect to the Internet at 4G LTE speeds, includes 3GB or 3 months OnStar Data Trial (whichever comes first) (Requires UE1) OnStar Guidance plan. Available 4G LTE Wi-Fi requires compatible mobile device, active OnStar subscription and data plan after trial)
- EXTERIOR**
- Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel
 - Tire, P265/70R17 all-terrain, blackwall
 - Wheel, full-size spare, 17" (43.2 cm) steel
 - Tire carrier, lockable outside spare, wheel-type mounted under frame at rear
 - Fascia, front body-color
 - Fascia, rear color-keyed
 - Assist steps, Black (Deleted when (RVQ) Assist step kit, Black, LPO or (VXH) Assist step kit, Chrome, LPO are ordered)
 - Daytime Running Lamps, with automatic exterior lamp control
 - Mirrors, outside heated power-adjustable, manual-folding and color keyed driver mirror includes spotter mirror
 - Glass, tarp-lined (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes all windows, except tinted glass on windshield and driver- and front passenger-side glass)
 - Wipers, front intermittent, RainSense
 - Wiper, rear intermittent with washer
 - Liftgate, rear manual

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

- INTERIOR**
- Seating, front 40/20/40 split-bench, 3-passenger includes 6-way power driver and 2-way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage, storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets (With vinyl, does not include (AG1) Driver 6-way power seat adjuster or (AG2) Front passenger 6-way power adjuster.)
 - Seat trim, cloth
 - Seat adjuster, driver power, multidirectional (Included and only available with (AZ3) 40/20/40 split-bench (front seat))
 - Seat adjuster, front passenger 6-way power
 - Seats, second row 60/40 split-folding bench, manual
 - Seat, third row manual 60/40 split-folding bench, fold flat
 - Floor covering, Black rubberized-vinyl
 - Steering wheel, Tilt/Whheel
 - Steering wheel controls, mounted cruise controls
 - Display, driver instrument information enhanced, one color
 - Warning tones headlamp on, key-in-ignition, driver and right-front passenger safety belt unlatched and turn signal on Vehicle, Auto Lockout is disabled on Driver door.)
 - Remote Keyless Entry, extended range
 - Windows, power, with Express-Down and Express-Up on front doors and lock out features
 - Cruise control, electronic with set and resume speed
 - Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes dual-zone automatic, front and rear air conditioning electronic controls)
 - Defogger, rear-window electric
 - Power outlet, 110-volt

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

- Mirror, inside rearview manual day/night
- Conversation mirror
- Assist handles, all seats (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, front passenger assist handle is removed when (7X7) Spot lamps are ordered.)
- Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights at front and second seat positions, With (9C1) Police Vehicle or (5W4) Special Service Vehicle, interior lighting includes dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
- Cargo management system
- Cargo net
- OnStar Basic plan for 5 years including limited RemoteLink mobile app services, Advanced Diagnostics and Dealer Maintenance Notification (Basic Plan available for 5 years from the date of vehicle delivery, and is transferable. Does not include Emergency, Security or Navigation services.)

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

MECHANICAL

- Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm)
- Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode
- Rear axle, 3.09 ratio (Not available with (NHT) Max Trailering Package.)
- Suspension Package, Premium Smooth Ride (Not available with (NHT) Max Trailering Package.)
- GVWR, 7300 lbs. (3311 kg) (Requires 4WD model.)
- E85 FlexFuel capable
- Transfer case, active, single-speed, electronic Autotrac with relay controls, does not include neutral. Cannot be downshifted (Requires 4WD model. Not available with (NHT) Max Trailering Package.)
- Differential, heavy-duty locking rear
- 4-wheel drive
- Air cleaner, high-capacity
- Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes heavy-duty oil-to-coolant integral to driver-side of radiator.)
- Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
- Battery, 720 cold-cranking amps with 80 amp hour rating
- Alternator, 150 amps
- Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver
- Recovery hooks, 2 front, frame-mounted, black
- Suspension, front coil-over-shock with stabilizer bar
- Suspension, rear multi-link with coil springs
- Steering, power

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

- Brakes, 4-wheel antilock, 4-wheel disc, VAC power
- StabilityTrek, stability control system with brake assist, includes traction control
- Air bags, front and side-impact for driver and front passenger and head curtain side-impact for all rows in outboard seating positions (included and only available with (AZ3) 4020/40 split-bench front seat with (9C1) Police Vehicle or (9W4) Special Service Vehicle requires (AZ3) 4020/40 split-bench front seat and (9U3) SE0 front center seat (20% seat) delete. Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Automatic Occupant Sensing System sensor-indicator indicator, front passenger/child presence detector
- OnStar Guidance Plan for 6 months including Automatic Crash Response, Stolen Vehicle Assistance, Roadside Assistance, Turn-by-Turn Navigator, Advanced Diagnostics and more (that excludes Hands-Free Calling) (Visit www.onstar.com for coverage map, details and system limitations. Services may vary by model and conditions.)
- Rear Park Assist with audible warning
- Rear Vision Camera
- LATCH system (Lower Anchors and Top Tethers for Children), for child safety seats; lower anchors and top tethers located in all second row seating positions, top tethers located in third row seating positions
- Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center
- Theft deterrent, electrical, unauthorized entry

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

| Code | Description | MSRP | Invoice |
|---------|---|-------------|-------------|
| CK15706 | 2016 Chevrolet Tahoe 4WD 4dr Commercial | \$50,000.00 | \$46,500.00 |

SELECTED VEHICLE COLORS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

- Code Description
- Interior: No color has been selected.
- Exterior 1: No color has been selected.
- Exterior 2: No color has been selected.

SELECTED OPTIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

CATEGORY

| Code | Description | MSRP | Invoice |
|--------------------|--|--------|---------|
| SUSPENSION PKG ZW7 | SUSPENSION PACKAGE, PREMIUM SMOOTH RIDE (STD) (Not available with (NHT) Max Trailering Package.) | \$0.00 | \$0.00 |
| EMISSIONS FEB | EMISSIONS, FEDERAL REQUIREMENTS | \$0.00 | \$0.00 |
| ENGINE L03 | ENGINE 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJECTION AND VARIABLE VALVE TIMING includes aluminum block construction (SSS) tip (265 kW) @ 5600 rpm, 393 lb-ft of torque (518 N-m) @ 4100 rpm) (STD) | \$0.00 | \$0.00 |
| TRANSMISSION MYC | TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED with overdrive and lowhaul mode (STD) | \$0.00 | \$0.00 |
| AXLE BU4 | REAR AXLE, 3.08 RATIO (Not available with (NHT) Max Trailering Package.) | \$0.00 | \$0.00 |

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706
SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

| CATEGORY | Code | Description | MSRP | Invoice |
|---------------------------|------|--|-------------|-------------|
| PREFERRED EQUIPMENT GROUP | 1FL | COMMERCIAL PREFERRED EQUIPMENT GROUP Includes Standard Equipment "CREDIT" | \$0.00 | \$0.00 |
| WHEEL TYPE | RDS | WHEELS, 17" X 8" (43.2 CM X 20.3 CM) PAINTED STEEL (STD) | \$0.00 | \$0.00 |
| TIRES | RC3 | TIRES, P265/70R17 ALL-TERRAIN, BLACKWALL (STD) | \$200.00 | \$182.00 |
| PAINT SCHEME | ZY1 | PAINT SCHEME, SOLID APPLICATION | \$0.00 | \$0.00 |
| PAINT | G1E | SIREN RED TINTCOAT (Additional charge.) | \$495.00 | \$450.45 |
| SEAT TYPE | AZ3 | SEATING, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER Includes 6-way power driver and 2-way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage, storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets (With vinyl, does not include (AG1) Driver 6-way power seat adjuster or (AS2) Front passenger 6-way power adjuster.) (STD) | \$0.00 | \$0.00 |
| SEAT TRIM | H0U | JET BLACK, CLOTH SEAT TRIM | \$0.00 | \$0.00 |
| RADIO | IO3 | AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER AND AUXILIARY INPUT-JACK (includes USB port) (STD) | \$0.00 | \$0.00 |
| GVWR | C6A | GVWR, 7300 LBS. (3311 KG) (Requires 4WD model) | \$0.00 | \$0.00 |
| ADDITIONAL EQUIPMENT | SW4 | IDENTIFIER FOR SPECIAL SERVICE VEHICLE (Must be specified.) | -\$5,685.00 | -\$5,173.35 |

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706
SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

| CATEGORY | Code | Description | MSRP | Invoice |
|----------------------|------|--|----------|----------|
| ADDITIONAL EQUIPMENT | NCH | TRANSFER CASE, ACTIVE, 2-SPEED ELECTRONIC AUTOTRAC with relay controls. Includes neutral position for deep snow towing (Requires 4WD model. Included with (9C1) Police Vehicle, (SW4) Special Service Vehicle and (NHT) Maximum Towing Package.) | INC | INC |
| | NZZ | FRONT UNDERBODY SHIELD (Requires 4WD models and a Fleet or Government sales order type. Included with (9C1) Police Vehicle or (SW4) Special Service Vehicle.) | INC | INC |
| | K4B | BATTERY, AUXILIARY, 730 CCA | INC | INC |
| | --- | POWER SUPPLY, 100-AMP, AUXILIARY BATTERY, REAR ELECTRICAL CENTER (Included and only available with (9C1) Police Vehicle or (SW4) Special Service Vehicle only.) | INC | INC |
| | --- | POWER SUPPLY, 50-AMP, POWER SUPPLY, AUXILIARY BATTERY, passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (SW4) Special Service Vehicle only.) | INC | INC |
| | --- | POWER SUPPLY, 120-AMP, (4) 30-AMP CIRCUIT, PRIMARY BATTERY relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle or (SW4) Special Service Vehicle only.) | INC | INC |
| | IKW7 | ALTERNATOR, 170 AMPS, HIGH OUTPUT (Included and only available with (9C1) Police Vehicle or (SW4) Special Service Vehicle only.) | INC | INC |
| | UT7 | GROUND STUDS, AUXILIARY, REAR COMPARTMENT (Requires (9C1) Police Vehicle or (SW4) Special Service Vehicle.) | \$88.00 | \$80.08 |
| | V76 | RECOVERY HOOPS, 2, FRONT, FRAME-MOUNTED, BLACK (Standard on 4WD Commercial models. Available on 2WD, Police and Special Service models. Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands.) | \$50.00 | \$45.50 |
| | --- | LUGGAGE RACK, DELETE (Included and only available with (9C1) Police Vehicle or (SW4) Special Service Vehicle only.) | INC | INC |
| | 6J7 | FLASHER SYSTEM, HEADLAMP AND TAILLAMP, DRL COMPATIBLE with control vira (Requires (9C1) Police Vehicle or (SW4) Special Service Vehicle.) | \$495.00 | \$450.45 |

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706
SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

| CATEGORY | Code | Description | MSRP | Invoice |
|----------------------|------|---|----------|----------|
| ADDITIONAL EQUIPMENT | | | | |
| | VK3 | EXTERIOR ORNAMENTATION DELETE (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.) | INC | INC |
| | GJ3 | LICENSE PLATE FRONT MOUNTING PACKAGE (Included on orders with ship-to-states that require a front license plate.) | \$0.00 | \$0.00 |
| | 6L4 | WIRING, GRILLE LAMPS AND SIREN SPEAKERS (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | \$92.00 | \$83.72 |
| | | WIRING, HORN AND SIREN CIRCUIT (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | \$41.00 | \$37.31 |
| | UN9 | DOOR HANDLES, BODY-COLOR (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.) | INC | INC |
| | | RADIO SUPPRESSION PACKAGE, WITH GROUND STRAPS (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | INC | INC |
| | ATD | SEAT DELETE, THIRD ROW PASSENGER (Deletes rear storage compartment.) (Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) *CREDIT* | INC | INC |
| | | INSTRUMENTATION, ANALOG with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.) | INC | INC |
| | AMF | REMOVE KEYLESS ENTRY PACKAGE includes 6 additional transmitters NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | \$75.00 | \$68.25 |
| | | KEY, 2-SIDED (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.) | INC | INC |
| | 5HP | KEY, 6 ADDITIONAL KEYS NOTE: programming of keys is at customer's expense. Programming keys is not a warranty expense | \$40.00 | \$36.40 |
| | JF4 | PEDALS, POWER-ADJUSTABLE FOR ACCELERATOR AND BRAKE | \$150.00 | \$135.50 |

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706
SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

| CATEGORY | Code | Description | MSRP | Invoice |
|---------------------------|------|---|-------------|-------------|
| ADDITIONAL EQUIPMENT | | | | |
| | | THEFT-DETERRENT SYSTEM, VEHICLE, PASS-KEY III (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.) | INC | INC |
| | | POWER OUTLETS, 4 AUXILIARY, 12-VOLT includes 1 on the instrument panel, 1 in front, and 2 in the cargo area (includes and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | INC | INC |
| | 6C7 | LIGHTING, RED AND WHITE FRONT AUXILIARY DOME (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.) | \$170.00 | \$154.70 |
| | UE0 | CRUISE CONTROL (Requires a Fleet or Government sales order type. With (9C1) Police Vehicle or (5W4) Special Service Vehicle (UPF Bluetooth for phone is deleted when ordered.) *CREDIT* | -\$95.00 | -\$77.35 |
| | VQ2 | FLEET PROCESSING OPTION | \$0.00 | \$0.00 |
| SPECIAL EQUIPMENT OPTIONS | | | | |
| | 4JQ | TIRES, SPARE P265/70R17 ALL TERRAIN BLACKWALL. Replaces the standard blackwall all season spare tire with all-terrain tread spare matching road tire. (Requires 4WD model and (RC3) P265/70R17 BW all-terrain blackwall tires.) | \$35.00 | \$31.85 |
| | 9U3 | SEATS, DRIVER AND PASSENGER FRONT INDIVIDUAL SEATS IN CLOTH TRIM Power driver and passenger bucket seats in base cloth trim. Derived from RPO (A23) 40-20-40 split bench seat with the 20% section removed. Does not include a floor console. All exposed floor area will remain unfinished. (Requires (A23) 40/20/40 split bench seat, trim code (H0U) Jet Black cloth.) | \$0.00 | \$0.00 |
| | VPV | SHIP THRU, PRODUCED IN ARLINGTON ASSEMBLY and shipped to fleet industries and onto Arlington Assembly | INC | INC |
| OPTIONS TOTAL | | | -\$3,839.00 | -\$3,493.49 |

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706
SELECTED MODEL & OPTIONS

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706
WARRANTY INFORMATION

WARRANTY INFORMATION - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

WARRANTY
Basic: 3 Years/35,000 Miles
Drivetrain: 5 Years/60,000 Miles
Corrosion: 3 Years/35,000 Miles
Rust-Through: 5 Years/100,000 Miles
Roadside Assistance: 5 Years/60,000 Miles
Maintenance: 2 Years/24,000 Miles
2 visits

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Council Synopsis

January 26, 2016

From: Robert A. Talloni, Fire Chief

Prepared by: Robert A. Talloni, Fire Chief

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving modifications to the job description for the position of Fire Division Chief-Operations, effective January 26, 2016

2. DISCUSSION OF ISSUE:

The Fire Division Chief-Operations under administrative direction, manages and coordinates the work load and staff of specialized fire services which may include Administration, Operations, and/or Training; coordinates activities with other divisions, departments and agencies; provides highly complex staff assistance to the Fire Chief, and performs other job related work as required.

The Turlock Fire Department has not had an Operations Chief since July of 2010. Since 2010 the Operations Chief duties have been performed by the Fire Chief creating an overwhelmingly burdened work load for the Fire Chief and diminishing the department's command staff by one third (1/3). This situation has created vital gaps in our daily operations and has reduced the forward progression of the fire department.

3. BASIS FOR RECOMMENDATION:

Based upon recommendations from the Fire Chief it is advised that we modify the current job description to consider a variety of educational disciplines and supervisory work experience to count towards the required education and experience requirements (See Attachment A).

Policy Goal and Implementation Plan Initiative:

Policy Goal #1: EFFECTIVE LEADERSHIP

General Principles:

1. Foster innovation and promote positive change.

Action Items:

2. Develop our employees so they are prepared for advancement and/or other career opportunities.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None by this action.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve modifications to existing Fire Division Chief Job Description.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING }
MODIFICATIONS TO THE JOB }
DESCRIPTION FOR THE POSITION OF }
FIRE DIVISION CHIEF-OPERATIONS, }
EFFECTIVE JANUARY 26, 2016 }
_____ }

RESOLUTION NO. 2016-

WHEREAS, the job description for Fire Division Chief has not been modified or updated since 2008; and

WHEREAS, the position of Fire Division Chief-Operations is essential for the daily operations of the Fire Department; and

WHEREAS, the requested modifications are detailed in Attachment A of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the modifications to the job description for the position of Fire Division Chief-Operations, EFFECTIVE January 26, 2016.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



FIRE DIVISION CHIEF - OPERATIONS

DEFINITION

Under administrative direction, manages and coordinates the work load and staff of specialized fire services which may include Administration, Operations, and/or Training; coordinates activities with other divisions, departments and agencies; provides highly complex staff assistance to Fire Chief and performs other job related work as required.

This position is designated as represented by Turlock Management Association-Public Safety (TMAPS) for Labor Relations purposes and is considered non-exempt under the Fair Labor Standards Act (FLSA).

SUPERVISION RECEIVED AND EXERCISED

~~General direction is provided by the Fire Chief.~~ Under the direction of the Fire Chief. The job incumbent provides direct supervision of subordinate level supervisors, professional, technical line and office clerical staff in related program areas.

DISTINGUISHING CHARACTERISTICS

This is a mid-management classification responsible for the management of discrete sub-departmental organizational component(s) and programs/functions within a department as determined by Department Director (Chief), City Manager and City Council. Serves as a member of the City policy advisory team with responsibilities for developing means for implementing policies and procedures developed the by executive team. The incumbent exercises policy development and promulgation responsibilities for specific program/functional areas. Demonstrates technical competence while working as a team member and exercises independent judgment in a number of confidential and sensitive assignments. Duties and responsibilities are performed in accordance with city policy, ordinance and fire code.

ESSENTIAL FUNCTIONS: Duties may include, but are not limited to, the following:

- Responds as Chief Officer to emergencies and directs or performs related activities during multiple alarms, as needed.
- Recommends and implements division goals, objectives, policies and procedures.
- Manages, oversees and participates in development of work plans; assignment of work activities, projects and programs; monitors work flow.
- Reviews and evaluates work projects, methods and procedures.
- Prepares specialized budgets related to assigned activities; assists in budget implementation; participates in forecast of additional funds needed for staffing, equipment, materials, and supplies; administers the approved budget.
- Prepares reports; documents policies and procedures; performs research; makes presentations before various groups, including City Council, as needed.

- Participates in recruitment and selection activities; makes recommendations for appointment of new staff; assists with staff orientation and training.
- Supervises staff including provision of timely performance evaluations; recommends and implements approved discipline; provides staff development; and maintains high standards necessary for efficient, professional operations.
- Answers questions; provides information to the public; recommends corrective actions; investigates, reports, documents and resolves complaints.
- Builds and maintains respectful, positive working relationships with staff, supervisors, outside agencies and the public using principles of good customer service.
- Models appropriate professional management conduct; maintains appropriate confidentiality of sensitive information; complies with and supports City policies and procedures, labor laws, and MOU provisions.
- Attends assigned meetings and training; interacts with outside agencies and commissions; provides leadership for teams, or committees, as needed.
- Assures staff work in a safe manner; follows safety requirements; monitors and assures compliance with regulations and other legal requirements
- Represents Fire Chief in his absence, as requested.

When Assigned to Operations/Administration:

- Manages and monitors work programs related to Engine/Truck company activity coordination; station and equipment maintenance; communications systems for operations and emergency response activities; ~~volunteer division assignments~~; and station assignments.
- Evaluates levels of staffing for proper response, station locations and coverage policies.
- Evaluates individual, company and multi-company performance.
- Oversees purchase orders, procurement cards, and RFP's, to ensure fiscal responsibility and proper management of the operating budget.
- Performs other duties, as assigned.

When Assigned as Training Officer:

- ~~Identifies, recommends, manages, develops, schedules, and coordinates long and short range training programs for shifts, engine companies reserve staff and departmental staff including In Service trainings; task and performance measurement; new personnel training; proficiency and performance testing; Federal or State mandated safety training; and other departmental training needs required to address anticipated emergency conditions.~~
- ~~Develops and maintains training record system including analysis of training needs; tracking of individual and company training activities including Paid Division Academy; and individual training evaluations and records keeping.~~
- ~~Provide for training facilities and recommend planning for such facilities.~~

MINIMUM QUALIFICATIONS

Knowledge of:

- Budgeting procedures and techniques.
- Principles and practices of supervision, staff selection, training and personnel management.
- Modern principles of Fire Department administration.
- Modern fire suppression tactics and strategies, ~~prevention and training principles.~~
- Use and maintenance of fire fighting equipment and apparatus.
- Safe work practices and related regulations.

- ~~Fire codes and local ordinances related to fire prevention, Standards of coverage, emergency response and disaster preparedness programs.~~

Ability to:

- Lead, manage, evaluate and train personnel effectively and maintain discipline.
- Organize, implement and supervise departmental goals and City objectives.
- Interpret, explain and apply ~~fire prevention laws and~~ departmental rules and regulations.
- Make presentations before groups and represent the Department in public forums.
- Use computer and job related software effectively.
- Organize, analyze, manage and implement a variety of division programs.
- Prepare, forecast and administer a budget.
- Establish and maintain respectful, effective and cooperative working relationships with those contacted in the course of work.
- Communicate effectively, orally, electronically and in writing.

EDUCATION AND EXPERIENCE

Education:

Possession of a Bachelor Degree in Fire Science, Public Administration or related field;

OR

Must be currently enrolled in an accredited university or institution and obtain a Bachelor Degree in Fire Science, Public Administration or related field within 24 (twenty-four) months from date of appointment.

OR

Additional qualifying experience may be substituted for the required education on a year-for-year basis.

~~*Effective August 31, 2010, incumbent must possess a Bachelor Degree in Fire Science, Public Administration or related field at time of application for employment.~~

Experience:

Three years of increasingly responsible professional supervisory experience with a minimum rank of Fire Captain with the Turlock Fire Department or three years of experience with a public agency comparable to that of a Battalion Chief with the Turlock Fire Department or any experience that would have provided the opportunity to develop the required skills, knowledge and abilities.

LICENSE AND CERTIFICATES

Possession of a valid California Driver's License in the category necessary to perform essential duties of the position is required at the time of appointment. Maintenance of a valid California Driver's license and proof of automobile liability insurance is a condition of continued employment.

Possession of Level 2 Certifications in Fire Management 2A, Command 2A and Certified Fire Instructor from CFSTES required at time of appointment,

OR

Chief Fire Officer Certification from CFSTES (which includes Chief Fire Officer 3A, 3B, 3C, and 3D) within thirty-six (36) months from date of appointment.

When assigned as Training Officer:

Possession of Level 2 Certification in Fire Instructor 2A from CFSTES, required within twelve months from date of appointment, as a condition of continued assignment in position.

PHYSICAL REQUIREMENTS

Vision adequate to operate vehicles and equipment, read instructions and follow directions; hearing adequate to distinguish mechanical noises, converse on radio, telephone and in person; body mobility adequate to operate emergency medical equipment and perform required duties; use of hands and fingers adequate for writing, typing and computer related functions; ability to lift heavy equipment, as needed. At time of appointment to this position, incumbents must possess the physical ability and stamina to meet fire and safety protection line duties including: vision corrected sufficiently to drive City vehicles and apparatus and meet medical standards established by the Department of Motor Vehicles to maintain a Class C Driver's License, fine print and MDT's; hear well enough to identify mechanical noises, converse on the radio, telephone, and in person over incident noise; bodily mobility to crawl in attics, maintain balance on narrow platforms, climb ladders, make rapid transitions from rest to near maximal exertion without warm-up periods; use of hands and fingers to write, drive vehicles and administer medical treatment; must be able to lift equipment and people as necessary; free from any physical, emotional or mental condition that might adversely affect the ability to exercise the duties of the position; tolerate extreme fluctuations in temperature while performing essential functions; must perform physically demanding work in hot (up to 400 F), and humid (up to 100% humidity) atmospheres while wearing firefighting equipment which significantly impairs body cooling mechanisms.

Reviewed and Approved: _____ Date: _____
Personnel Officer

Revised 8/95, 7/96, 8/00, 2/02, 1/08, 7/08, 8/08, 1/16



Council Synopsis

January 26, 2016

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Marie Lorenzi, Senior Accountant

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Professional Services Agreement with J. Richard Hogue, FSA, for the preparation of 2015-16 actuarial reports for the City's Other Post Employment Benefit (OPEB) Plans, in an amount not to exceed \$5,000

2. DISCUSSION OF ISSUE:

In Fiscal Year 2008-09 the City implemented GASB Statement No. 45 *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions* (GASB 45). This Statement establishes the accounting standards for the measurement and reporting of Other Post Employment Benefits (OPEB) for governmental agencies. The City has plans for which it needs to consider the applicability of GASB 45 for the following employee groups or combination of groups:

- Management/Confidential employees (includes both Safety and Non-Safety managers and confidential employees),
- Miscellaneous (TCEA) employees,
- Police (TAPO) employees, and
- Fire (Firefighter's Local 2434) employees

For each group there are two components to the plan. The first component is referred to as the "offset" payment which provides the retiree with funds which can be used by the retiree to purchase health insurance after they retire from the City. The retiree may use these funds to purchase insurance outside of the City plan or may choose to remain on the City's health plan and pay the associated premium. The offset amount and the eligibility requirements vary among the plans.

For the Management/Confidential and Miscellaneous plans, the City contributes the amounts specified in the respective groups Schedule of Benefits (SOB) or Memorandum of Understanding (MOU) into individual Retiree Health Savings Accounts with ICMA for the benefit of each eligible employee. Per the terms of the ICMA account, the monies can only be used for medical expenses, including the payment of premiums for health insurance coverage. Since GASB 45 specifically excludes defined contribution plans from its reporting requirements, the

Management/Confidential and Miscellaneous Retiree Health plans have no GASB 45 reporting requirements for the offset payment portion.

The associated bargaining units for Police and Fire have the responsibility of administering the Retiree Health Plans for their respective members. In accordance with the respective MOUs, the City periodically contributes a lump sum to each Plan's Irrevocable Trust account for the benefit of eligible employees. The City plays no role in the administration of either of these Trusts. The investment of Trust assets, determination of benefits, and general Trust administration is the sole responsibility of each Trust Fund. The City's sole responsibility is the periodic contribution as stated in the respective MOU. In consultation with the City's outside auditors and representatives from the Police and Fire Retiree Health Trusts, City Staff has determined that the City has no unfunded liability under GASB 45 for these Plans and therefore no actuarial study is required for the offset component of the Police and Fire Retiree Health Plans.

The second component for each plan pertains to those retirees who chose to purchase post-employment health coverage through the City's health plan (healthcare component) in accordance with eligibility requirements contained in their respective MOU or SOB. Retirees who make this choice must do so at the time of retirement and are allowed to remain on the City's plan until they decide to exit the City's plan, reach age 65, reach the age of Medicare eligibility, or die, whichever comes first. This component compares the premiums collected from retirees to the actuarially determined medical claims cost for the retirees as a group.

It is this component of the City's retiree health plan program that requires the development of an actuarial report. Because the MOU or SOB provisions for this component vary among the four groups identified above, four separate actuarial reports are required. The City is proposing to engage J. Richard Hogue, FSA to provide these services for the City's four post-employment healthcare plans. Mr. Hogue has been providing this service to the City for many years and is well acquainted with the specifics and nuances of each plan. In conjunction with the City's outside auditors, he has also assisted the City in navigating the implementation requirements of GASB 45.

GASB 45 requires the actuarial reports prepared for OPEB plans be updated every two years if the plan has over 200 members and every three years for plans with less than 200 members. The healthcare component requires an actuarial report update every two years because, in essence, this component covers all members of all the City employee groups and therefore has over 200 members. The last actuarial report was prepared for the 2013-14 fiscal year. The update requested for approval now will be good for both the 2015-16 and 2016-17 financial statement reporting years.

3. BASIS FOR RECOMMENDATION:

Staff recommends approval of the agreement as the actuary reports are necessary for the City's financial statements to be prepared in conformance with Generally Accepted Accounting Principles – a requirement for the City's annual financial statements to receive an unqualified opinion.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 2: Fiscal Responsibility

General Principles:

5. Actively manage all contract for services

Action Item:

2. Identify all existing contracts and identify management responsibility / oversight

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funding for this project is included in the 2015-16 budget for the Self Insured Health Fund in account 511-10-151.43166 "Actuarial Report".

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

Not applicable

7. ALTERNATIVES:

- A. Although Staff does not recommend it, Council could choose not to approve this agreement. The nature of actuarial work is very specialized in nature and is not a skill the City's finance staff possesses. As noted above, the results of these reports are necessary to prepare the City's financial statements in accordance with Generally Accepted Accounting Principles.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
J. RICHARD HOGUE, FSA
for
OPEB ACTUARY SERVICES

THIS AGREEMENT is made this 26th day of January, 2016, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **J. RICHARD HOGUE, FSA**, a sole proprietor, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for actuarial services related to its other post-employment benefit plans (OPEB) ; and

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

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

1. SCOPE OF WORK: CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to **prepare and provide actuarial information needed to comply with Governmental Accounting Standards Board Statement No. 45 - Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions (GASB 45) for fiscal year 2015-16 including assistance with preparing necessary journal entries for financial statement preparation and disclosure for fiscal years 2015-16 and 2016-17.** Services shall be performed in accordance with the standards set by the actuarial and accounting professions for such services. CONSULTANT shall provide Services that are acceptable to CITY.

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

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

4. COMPENSATION: CITY agrees to pay CONSULTANT full remuneration for performing all Services and furnishing all staffing and materials and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Five Thousand and no/100^{ths} Dollars (\$5,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect through the completion of the actuarial studies for the 2015-16 plan year for the OPEB plans covering Management/Confidential, Miscellaneous (TCEA), Police (TAPO), and Fire (Firefighters Local 2434) employees.

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

(a) Minimum Scope of Insurance: When applicable, coverage shall be at least as broad as:

(1) Errors and Omissions/Professional Liability Insurance.

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

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

(c) Deductibles and Self-Insured Retentions: Upon request of CITY, any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT 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 insured with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (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, CONSULTANT's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONSULTANT's insurance and shall not contribute with it.

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

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

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

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

(g) Waiver of Subrogation: With the exception of professional liability,

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

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

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

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

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

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

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONSULTANT or CONSULTANT'S assigned personnel shall have

any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide

sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

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

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

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

13. 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. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the 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 CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

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

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

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

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

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

21. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of the California Labor Code including, but not limited to Section 1776, regarding payroll records, and shall require its subconsultants 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 CONSULTANT'S charges to CITY under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to

charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

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

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

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

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

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 CONSULTANT: J. RICHARD HOGUE, FSA
10423 Rubio Avenue
Granada Hills, CA 91344
Phone: 818-366-9686**

for CITY: **CITY OF TURLOCK**
ATTN: Marie Lorenzi, Senior Accountant
156 SOUTH BROADWAY, SUITE 110
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5542 Ext. 1318
FAX: (209) 668-5576

34. CITY CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Marie Lorenzi
Finance Department
156 S. Broadway, Suite 110
Turlock, California 95380-5456
Telephone: (209) 668-5542 ext 1318
E-mail: mlorenzi@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

J. RICHARD HOGUE, FSA

By: _____
Gary Soiseth, Mayor

By: _____

or

Title: _____

Michael I. Cooke, Interim City Manager

Print name: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

RECEIVED

5Q

DEC - 4 2015

Office of the
City Clerk
E-MAIL ADDRESS
sanjay.s.schmidt@gmail.com

LAW OFFICE OF
SANJAY S. SCHMIDT

1388 SUTTER STREET, SUITE 810
SAN FRANCISCO, CA 94109

TEL. (415) 563-8583
FAX (415) 223-9717

November 10, 2015

VIA FACSIMILE, PERSONAL SERVICE, EMAIL, and US MAIL

**RE: CLAIM AGAINST THE CITY OF TURLOCK
(Gov. Code, § 910 et seq.) & DEMAND FOR PRESERVATION OF EVIDENCE**

Kellie E. Weaver
City Clerk for the City of Turlock
156 South Broadway, Suite 230
Turlock, CA 95380-5454
Phone: (209) 668-5540
Facsimile: (209) 668-5668
kweaver@turlock.ca.us

Dear Madame or Sir:

Notice is hereby given of a claim by **Mr. Gevargiz Shansoff, 745 Helen Drive, Turlock, CA 95382**, against the City of Turlock.

ADDRESS WHERE CORRESPONDENCE SHOULD BE SENT: Notices pertaining to Mr. Shansoff's claim are to be sent to the **Law Office of Sanjay S. Schmidt, 1388 Sutter Street, Suite 810, San Francisco, CA 94109**.

CIRCUMSTANCES GIVING RISE TO CLAIM: The date, place, and other circumstances giving rise to this claim are as follows:

1. On or about May 12, 2015, Mr. Shansoff was arrested by an officer or officers from the Turlock Police Department and was transported, in-custody, to the Stanislaus County Men's Jail, at 1115 H St, Modesto, CA 95354. Mr. Shansoff is disabled and has diagnosed conditions, including, but not limited to, anxiety, depression, and hypertension and other medical conditions, about which he told the Turlock Police Department Officer(s) that arrested him. **He requested immediate medical attention due to his anxiety and requested that he be taken to the hospital, but this request was denied.** In a pre-booking area in the garage at the jail, Mr. Shansoff was seated, in handcuffs, on a bench. **He again notified all law enforcement personnel that were present of his medical conditions and stated that he needed medical attention and requested that it be summoned or that he be taken to receive it; he made this request to the Stanislaus County Men's Jail deputies.** Neither the Turlock officer(s), nor any of the Stanislaus County Men's Jail deputies, summoned medical care for Mr. Shansoff or took any other action in response to his pleas. As Mr. Shansoff was passively seated, handcuffed, on the bench, a

- Stanislaus County Men's Jail employee (a Sheriff's deputy) assaulted Mr. Shansoff from behind, violently placed his leg on Mr. Shansoff's neck, and violently twisted his handcuffed wrist to such an extent that it bled profusely. This Stanislaus County deputy proximately inflicted great bodily injury to Mr. Shansoff, including, in addition to the wrist injuries, spinal injuries including disc bulges at L4-L5 and L5-S1, which will likely require surgery.
2. The other Stanislaus County Men's Jail deputies and County employees that were present were close enough and had sufficient time to stop this use of needless and excessive force, but failed to do so. As such, they failed to intervene and are liable as integral participants.
 3. The City of Turlock employees (from the City of Turlock Police Department) were also close enough and had sufficient time to stop this use of needless and excessive force, but failed to do so. As such, they failed to intervene and are liable as integral participants.
 4. All of the Stanislaus County employees present were notified of Mr. Shansoff's disability and his request for medical attention, but failed to accommodate the disability and failed to summon medical care.
 5. The City of Turlock was on both actual and constructive notice of Mr. Shansoff's disability, but failed to reasonably accommodate it.
 6. Mr. Shansoff received medical attention after being released and the assault was reported to the Stanislaus County Sheriff, an investigation was conducted, and pictures were taken.
 7. Mr. Shansoff was diagnosed with a variety of injuries and continues experience pain and other harms and losses due to these injuries. In addition to the wrist injuries and other injuries inflicted in the assault, the assault proximately inflicted disc injuries to Mr. Shansoff's lumbar spine, which may require surgery.
 8. **This claim could give rise to state law causes of action under the following principles/legal theories:**
 - i. The "Bane Act" – Civil Code Section 52.1 (b);
 - ii. Assault and Battery;
 - iii. Negligence;
 - iv. Failure to Summon Medical Care – Gov. Code, § 845.6;
 - v. Negligent Hiring/Supervision;
 - vi. Intentional Infliction of Emotional Distress;
 - vii. False Imprisonment;
 - viii. Violations of the California Constitution, including, but not limited to Article I, § 13;
 - ix. Civil Code §§ 51, 51.7, 52.1, 52, 54, and 54.1 et seq.; and,
 - x. Any and all other causes of action reasonably inferable from the facts and circumstances of the case, the age or condition of the Claimant, or any other facts, as reflected in the documents and records on file at present or from facts not yet known.
 9. **This claim could give rise to federal law causes of action under the following principles/legal theories:**

- i. 42 U.S.C. §§ 1983 and 1988;
- ii. The Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12132 et seq., the Rehabilitation Act (RA) 29 U.S.C. § 504 et seq.; and,
- iii. Any and all other causes of action reasonably inferable from the facts and circumstances of the case, as reflected in the documents and records on file at present or from facts not yet known.

GENERAL DESCRIPTION OF DAMAGES: A general description of the damages, as far as they are known at the time this claim is being presented, includes, but is not limited to, the following:

- a. Monetary damages;
- b. Medical Expenses (Past & Future);
- c. Any and all other Special Damages;
- d. Loss of Liberty;
- e. Pain and Suffering;
- f. Emotional distress and all related general damages.

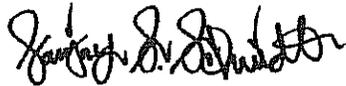
NAMES OF PUBLIC EMPLOYEES CAUSING INJURY, IF KNOWN: At the time this claim is being presented, the names of the City of Turlock employees whose tortious and constitutionally violative conduct gave rise to this claim are not known.¹

This claim would not be a limited civil case, based on the amount claimed.

If you require clarification or supplemental information regarding the foregoing claim information in order to process, file, and otherwise fully consider this claim, please provide notification by U.S. Mail or telephone to the address and/or phone number above, at your earliest opportunity. It will be assumed that no additional information is needed, if no such notification is provided. Thank you for your time and attention to this matter.

Sincerely,

LAW OFFICE OF SANJAY S. SCHMIDT



Sanjay S. Schmidt

¹ The City of Turlock will be presumed to be on constructive notice of this claim as it relates to any employees not expressly listed herein, since the City has direct access and control to the relevant documentation concerning the incident underlying this claim and, in fact, the County of Stanislaus already conducted an internal affairs investigation concerning this incident. The City, thus, already has constructive and actual knowledge of the identities of the responsible employees, including the names of the employees that were responsible for: initially failing to summon medical care, the employee or employees responsible for failing to intervene to stop the unlawful force, and the employees responsible for failing to summon medical care at any other material time.

DEMAND FOR PRESERVATION OF EVIDENCE

Re: Incident on or about May 12, 2015 – May 13, 2015 involving failure to summon medical care for - and force used on the person of – Gevargiz Shansoff

Dear City of Turlock, including the Turlock Police Department and its personnel:

Please take notice that we are hereby demanding that you and your department preserve, in their original format, all documents, tangible things, and electronically stored information concerning or in any way relating to the subject incident referenced above (**the incident that occurred on or about May 12, 2015/May 13, 2015 on the way to and at the Stanislaus County Jail**). We trust that your department has already done so (or should have) in view of the internal affairs complaint that was filed and investigated right after the underlying incident, but here is a reiteration of your duty to do so.

This Demand for Preservation of Evidence encompasses both personal and business communication devices, including, but not limited to cell phones, Personal Data Assistants, and other devices, as well as public and private email accounts and communication, text messages, and any other mediums of communication or data.

Demand is hereby made to preserve all evidence and records related to this incident and any investigation of this incident, including, but not limited to:

- **ALL SURVEILLANCE VIDEOS INSIDE OF THE JAIL, inside of the GARAGE AREA, INSIDE OF THE INTAKE AREA, or ANYWHERE ELSE that depict the incident or Mr. Shansoff at any time;**
- **All “writings”;²**
- **All Portable Video Recording System Recordings, Files and Meta-Data (“PVRs”);**
- **Dispatch tapes; recordings;**
- **All other Video recordings;**
- **Photographs;**
- **Physical evidence;**
- **CAD reports and information;**
- **Incident reports;**
- **Field Contact Cards;**
- **Arrest reports;**
- **Use of force reports;**
- **Medical records;**
- **Any Taser records, including all Taser dataport logs and data;**
- **Physical property;**
- **All investigation records, including investigators’ notes, emails, text messages, Mobile Dispatch Center correspondence, Mobile Dispatch Center printouts;**
- **All electronically stored information, electronic documents, statements, notes, correspondence, and memoranda;**

² The term “Writings” used herein is to have the broadest possible definition as set forth in California Evidence Code § 250 and Rule 1001 of the Federal Rules of Evidence.

- **ALL RECORDS OF Communications, including, but not limited to:**
 - 911 call tapes
 - Incoming and outgoing police radio communications
 - Command communications between all officers
 - Dispatch recordings
 - Police radio runs
 - Radio to radio communications
 - All communications to and/or from the Modesto Police Department
 - Texts and/or emails to and/or from any and all Modesto Police Department employees.
 - Texts and/or emails to and/or from or to any police officers at the scene as well as officers and/or Modesto Police Department employees who texted and/or emailed those officers
 - All communications, texts and/or emails between anyone to and/or from the City of Turlock District Attorney's office, with all police personnel and/or City of Modesto personnel; and,
- All things related to or concerning in any way the incident referenced above.

You are required to preserve all such recordings pursuant to California Government Code § 34090.6.

- **Any other Photographs and/or video, including, but not limited to:**
 - Digital photographs and/or video whether it be on cell phones or with officially (or non-officially) or privately issued video or digital cameras;
 - Dashboard cameras and/or video from cameras attached or mounted on police vehicles for all on-scene vehicles.

Often this evidence can be overwritten if special steps are not taken to preserve it. You and/or your department are obligated to make any necessary changes to your retention strategies to preserve all relevant information. In this case, we are requesting that you immediately save the video images and all other digital or analog files, whether by downloading them, or burning them to disc or some other method that is available to you and are demanding that you not allow the video from that date to be overwritten in the normal course of business. *See Zubulake v. UBS Warburg LLC*, 220 F.R.D. 212, 218 (S.D.N.Y.2003).

All Electronically Stored Information ("ESI") including, but not limited to:

- Digital communications (e.g., e-mail, voice mail, instant messaging)
- Word processed documents (e.g., Word or WordPerfect documents and drafts)
- Spreadsheets and tables (e.g., Excel or Lotus 123 worksheets);
- Accounting Application Data (e.g., QuickBooks, Money, Peachtree data files);
- Image and Facsimile Files (e.g., .PDF, .TIFF, .JPG, .GIF images);
- Sound Recordings (e.g., .WAV and .MP3 files);
- Video and Animation (e.g., .AVI and .MOV files);
- Databases (e.g., Access, Oracle, SQL Server data, SAP);
- Contact and Relationship Management Data (e.g., Outlook, ACT!);
- Calendar and Diary Application Data (e.g., Outlook PST, Yahoo, blog tools);

- Online Access Data (e.g., Temporary Internet Files, History, Cookies);
- Presentations (e.g., PowerPoint, Corel Presentations)
- Network Access and Server Activity Logs;
- Project Management Application Data;
- Computer Aided Design/Drawing Files; and,
- Back Up and Archival Files (e.g., Zip, .tar)

Special steps must be taken to secure and preserve all ESI because of the dynamic nature of ESI. The ESI requested to be preserved is for all custodians, including, but not limited to the servers of the different departments within the City of Modesto and/or the City of Modesto Police Department, high level officials, police officers and/or City of Modesto employees, as well as their phones, laptops, desktops, hard drives and any other storage media, and any other employees of any other agencies not listed that have relevant ESI.

ESI is considered “electronic” if it exists in a medium that can only be read by a computer or other electronic device, including email, web pages, word processing files, audio and video files, images, computer databases, spreadsheets, emails, texts, inter-office communications, intra-office communications, Skype communications, and virtually anything else that is stored on a computing device. Media containing ESI includes, but is not limited to, servers, desktops, laptops, cell phones, hard drives, flash drives, PDAs and MP3 players. The media that is used to store this information includes cache memory, magnetic disks (such as computer hard drives or disks), optical disks (such as DVDs or CDs), magnetic tapes and flash memory (such as “thumb” or “flash drives”), Cloud accounts, drop box accounts, servers, as well as social media accounts. **ESI also includes a file’s metadata (electronically stored information about the characteristics of the data), which can include information about the file’s origin or validity.**

ESI resides not only in areas of electronic, magnetic, and optical storage media reasonably accessible to you and/or your department, but also in areas you and/or your department may deem not reasonably accessible. You and/or your department are obliged to preserve potentially relevant evidence from both these sources of ESI, even if you and/or your department do not anticipate producing such ESI in any related litigation.

PLEASE TAKE NOTICE THAT THIS DEMAND COVERS PRESERVATION OF INFORMATION IN ALL MEDIUMS AND FORMATS; THUS, IF A DOCUMENT EXISTS AS A HARD-PAPER COPY, BUT ALSO EXISTS IN ELECTRONIC FORMAT, THIS DEMAND REQUIRES PRESERVATION OF BOTH VERSIONS.

The demand that you and/or your department preserve both accessible and inaccessible ESI is reasonable and necessary. Pursuant to amendments to the Federal Rules of Civil Procedure that have been approved by the United States Supreme Court (eff. 12/1/06), you and/or your department must identify all sources of ESI you and/or your department decline to produce in any related litigation and demonstrate to the court why such sources are not reasonably accessible. For good cause shown, the court may then order production of the ESI, even if it finds that it is not reasonably accessible. Accordingly, even ESI that you and/or your department deem reasonably inaccessible **MUST** be preserved in the interim so as not to deprive Mr. Shansoff of his right to secure the evidence or the Court of its opportunity to adjudicate the issue.

Mr. Shansoff may suffer adverse consequences if this Demand to Preserve Evidence is ignored. **Destruction of evidence “in anticipation of a discovery request” exposes the**

destroying party to a wide range of sanctions.

Federal law imposes a duty to preserve critical evidence before litigation begins or before a discovery request. This duty **requires** a litigant to preserve what it knows, or reasonably should know, will be critical evidence in a pending action or one in the offing. *See Anheuser-Busch, Inc. v. Natural Beverage Distributors*, 69 F.3d 337, 348 (9th Cir. 1995); *Leon v. IDX Systems Corp.*, 464 F.3d 951, 958 (9th Cir. 2006); *Wm. T. Thompson Co. v. General Nutrition Corp.*, 593 F.Supp. 1443, 1156 (C.D. Cal. 1984).

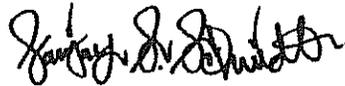
Also, if you believe another department, agency, or municipality has custody, control, or possession of any documents, recordings, or ESI that is explicitly or implicitly referenced above, we hereby demand you notify them of this request and that you take reasonable steps to secure such documents, recordings, or ESI.

Please confirm, in writing, the existence of any evidence pertaining to the incident, provide a written description of that evidence, and acknowledge, in writing, your and/or your department's duty to preserve that evidence. If you fail to acknowledge this request in writing and set forth the description of evidence that will be preserved, we will presume any and all evidence described directly or inferentially above will be preserved in accordance with this letter.

If you have any questions about the recordings, documents or items at issue, please contact attorney Sanjay S. Schmidt (address and telephone number listed above) before destroying any tapes, recordings, documents, evidence, writings or items that have been requested or that may relate to this incident.

Sincerely,

LAW OFFICE OF SANJAY S. SCHMIDT



Sanjay S. Schmidt

PROOF OF SERVICE BY MAIL
(Code of Civ. Proc., §§ 1013, subd. (a), 2015.5)

Re: DEMAND FOR PRESERVATION OF EVIDENCE

I declare that:

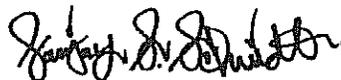
I am employed in the County of San Francisco, State of California. I am over the age of eighteen years and not a party to the within-entitled cause; my business address is 1388 Sutter St., Suite 810, San Francisco, California 94109.

On **October 10, 2015**, I served a **courtesy copy** of the attached **GOVERNMENT CODE § 910 CLAIM & DEMAND FOR PRESERVATION OF EVIDENCE** on the **CITY OF TURLOCK**, by **faxing it to the fax numbers set forth below** and emailing it to the City Clerk at the e-mail address below;

On **October 10, 2015**, I served the attached **GOVERNMENT CODE § 910 CLAIM & DEMAND FOR PRESERVATION OF EVIDENCE** on the **CITY OF TURLOCK**, by placing a true copy thereof in a sealed envelope with postage thereon fully prepaid in the United States mail at San Francisco, California, addressed as follows:

Kellie E. Weaver
City Clerk for the City of Turlock
156 South Broadway, Suite 230
Turlock, CA 95380-5454
Phone: (209) 668-5540
Facsimile: (209) 668-5668
kweaver@turlock.ca.us

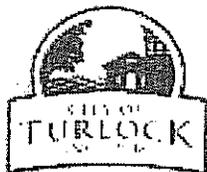
I declare under penalty of perjury that the foregoing is true and correct and that on the date state above, this declaration was executed at San Francisco, California.



Sanjay S. Schmidt

ATT: Kellie E Weaver, City Clerk

5R



CLAIM FORM

DEC 21 2015

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

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

CLAIM AGAINST: City of Turlock (Name of Entity)

Claimant's name: Jackie K. Curry

SS#: [redacted] DOB: 3-18-60 Gender: Male Female [checked]

Claimant's address: 16516 Carob Ct. Delhi CA 95315

Claimant's Telephone Number(s): 209 669-9245

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

Date of incident/accident: Sept. 20th 2015 @ 11pm - 12pm

Date injuries, damages, or losses were discovered: Sept 20th 2015

Location of incident/accident: 903 E Springer Dr.

What did entity or employee do to cause this loss, damage, or injury? uneven sidewalk

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

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? unknown

What specific injuries, damages, or losses did claimant receive? There is a comminuted essentially undisplaced fracture the base of the fifth metatarsal. Mild degenerative changes of the first MTP joint.

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

If the amount of your claim does not exceed \$10,000, state the total amount claimed: \$10,000

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

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

How was this amount calculated (please itemize)? see separate sheet

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

Date Signed: Dec 20, 2015 Signature: Jackie Curry

If signed by representative:

Print Representative's Name Telephone

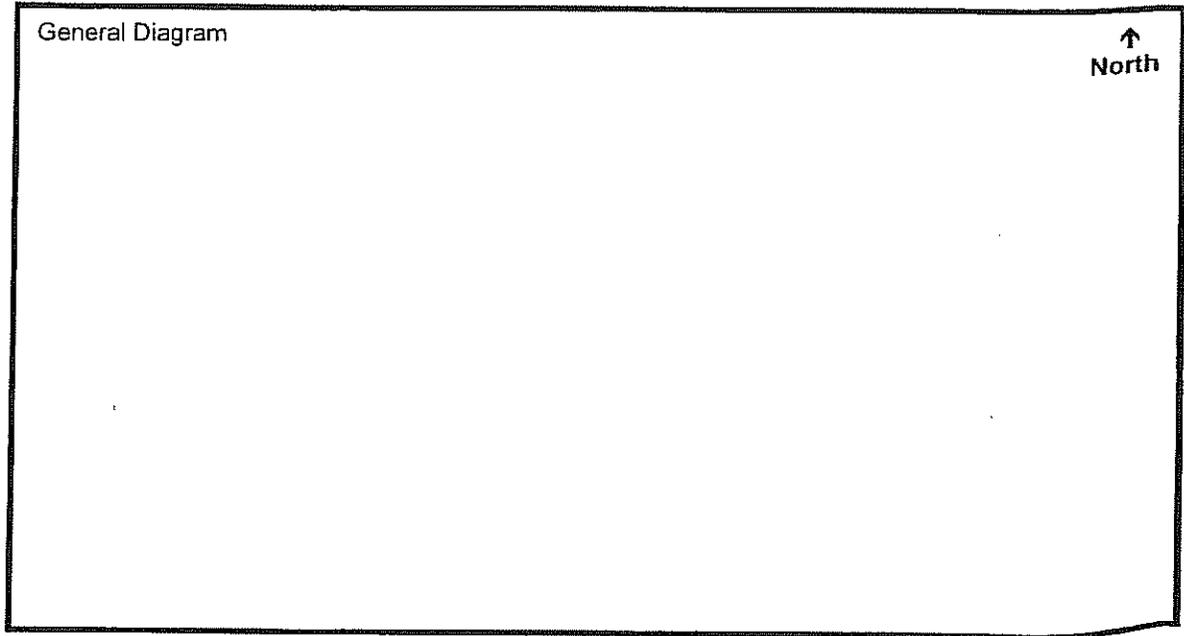
Address

Relationship to Claimant

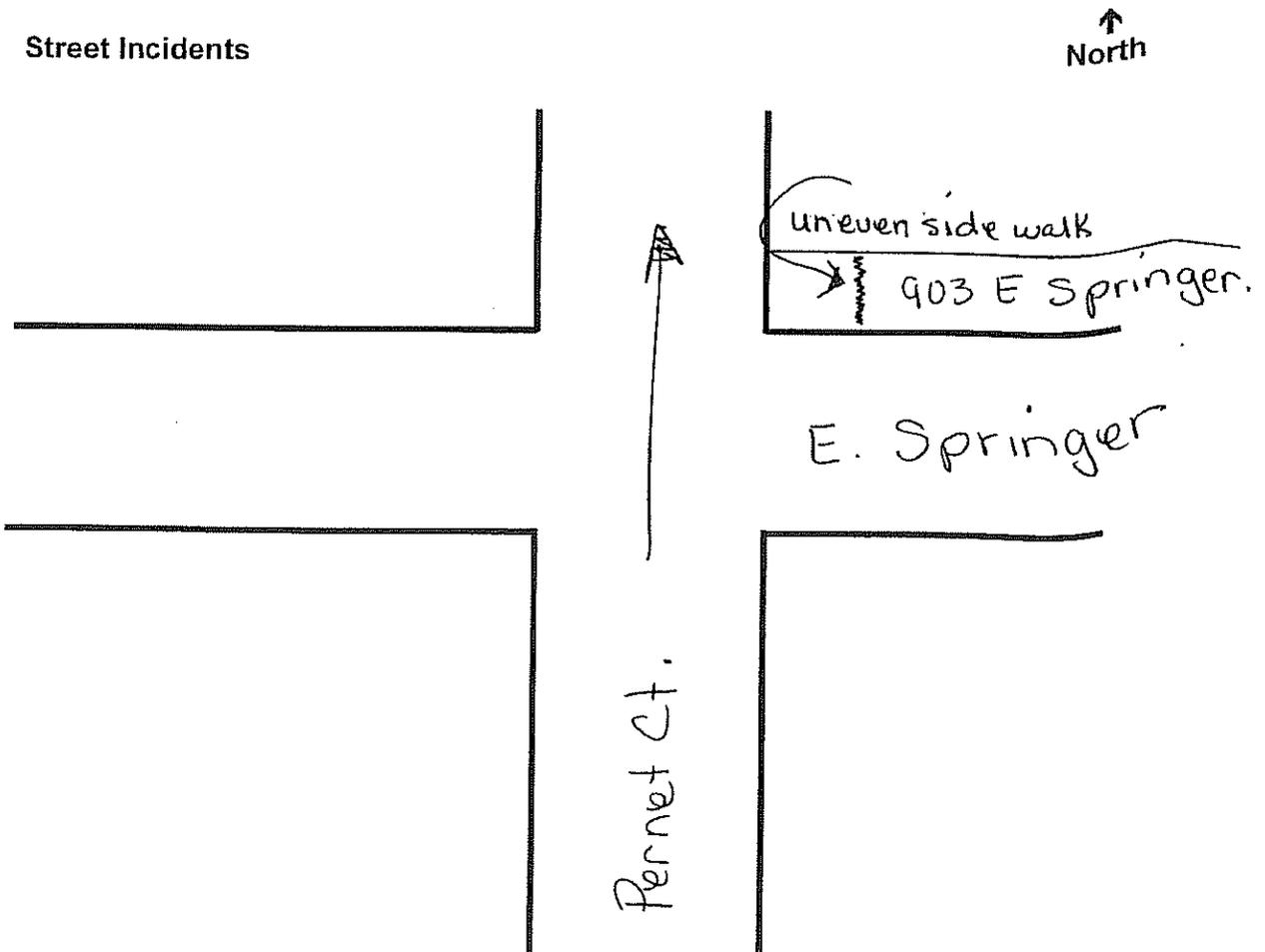
March 2014

see separate sheet of paper -

DIAGRAMS



Street Incidents



March 2014

Claim Form

What specific injuries, or losses did claimant receive?

There is a comminuted essentially undisplaced fracture the base of the fifth metatarsal - mild degenerative changes of the first MTP joint. (call the Jones fracture - fractured in three places)

How was this amount calculated?

XRAY \$58.71 - Provider Brian Weston

Dr. Karl Bui \$105.00

Dr. Lew Barker \$25.00

Bioventus \$500.00 - They said they will bill me (ultrasound system)

Chiropractor \$300.00 - 400.00 - will start appointments when foot feels better.

Pain and Suffering - \$5,000



Council Synopsis

January 26, 2016

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

Prepared by: Wayne York, Transportation Engineering Supervisor

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Accepting a report on the status of roadway conditions within the City of Turlock and establishing financial considerations for reaching a target, average Pavement Condition Index (PCI) of 80

2. DISCUSSION OF ISSUE:

On November 12, 2013, the City Council accepted a report from Ms. Margot Yapp of Nichols Consulting Engineers (NCE) outlining the condition of the roadway network within the City. This reported cover approximately 251 centerline miles of streets comprised of arterials (44.3 miles), collectors (65.1 miles), and residential/local (142.0 miles). The total replacement value of the roadway network was estimated at \$357,000,000.

The data collected by NCE was uploaded into StreetSaver, a web-based pavement management system, allowing City staff to update and change pavement condition data over time, as well as generate specific queries. The system also allows Staff to run funding scenarios, which is helpful in understanding and projecting the impacts of funding changes (such as proposed sales tax measures).

Pavement condition is measured by assigning a Pavement Condition Index (PCI) value to each street segment. The index ranges between 0 (very poor) and 100 (excellent). The City's average PCI at the time of the original report adoption was 67. The City's average PCI at the end of 2015 was 64, representing a drop of three points. Without an increase in available funding, this trend will continue.

Currently, the vast majority of roadway repair funding comes from the federal Regional Surface Transportation Program (RSTP). The exact level of funds vary, but it is typically about \$750,000 per year. In an effort to achieve the greatest return on investment for citizens, these funds are applied to key arterials and major collectors that carry the most traffic. This results however, in smaller

collectors not receiving any funds. Currently federal regulations prohibit “local” streets from receiving RSTP funds, so those are ineligible.

An average network PCI average of 80 is a good goal, as it places many streets above 80 in “very good” or “good” condition where they can be maintained with maintenance treatments (i.e. slurry seal) for much less cost, while reducing the number of streets in the “fair” or “poor” conditions that would require more expensive resurfacing or reconstruction.

If the City wanted to achieve an average network PCI of 80 within set time periods, here is an estimated of the resource required to make that a reality:

| Reach 80 PCI in... | Rehabilitation Cost | Preventative Maintenance Cost | Total Cost |
|---------------------------|----------------------------|--------------------------------------|-------------------|
| 1 year | \$45,523,062 | \$5,773,855 | \$51,296,917 |
| 5 years | \$84,780,466 | \$9,140,500 | \$93,920,968 |
| 10 years | \$110,601,689 | \$27,610,648 | \$138,212,337 |

A detailed estimation of costs are provided in Exhibits A (1 year), B (5 years) and C (10 years). Please note that StreetSaver target-driven scenarios require a minimum five-year analysis period, so for Exhibit A only the first year (2016) values are relevant.

The impacts of deferred maintenance are significant. Roadways in good condition that do not receive preventative maintenance treatments can degrade to the point where such treatments are no longer an option and more expensive overlay or reconstruction applications are required to return the roadway to “very good” condition. Ideally the City could reach a place where a sizeable portion of roadway maintenance dollars are spent on preventative maintenance, as opposed to overlay or reconstruction projects.

3. BASIS FOR RECOMMENDATION:

None; informational report only.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4: *Municipal Infrastructure*

General Principles:

- #4. *Transportation infrastructure that serves the needs of the community*
 - a. *Well maintained local streets and roads*

Action Item:

- #6. *Prepare a detailed report that will identify strategies to achieve a Pavement Condition Index of 80.*

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The level of fiscal impact is dependent on the approach taken by the City Council. If existing funding levels are maintained for roadway maintenance, then no direct impact is expected. However, if the desire of the Council is to reach a target network average PCI of 80, then the estimated costs would be \$51,296,917 to achieve that in one year, \$93,920,968 to achieve that in five years, and \$138,212,337 to achieve that in ten years.

5. CITY MANAGER'S COMMENTS:

N/A

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

N/A



City of Turlock
 156 S. Broadway
 Suite 150
 Turlock, CA 95380
 (209) 668-5520

Target-Driven Scenarios - Cost Summary

Interest: 0%

Inflation: 4%

Printed: 12/12/2015

Exhibit A

Scenario: Reach PCI of 80 in 1 year

Objective: Minimum Network Average PCI

Target: By Year

| Year | Value | Year | Value | Year | Value | Year | Value |
|--------|-------|------|-------|------|-------|------|-------|
| Year 1 | 80 | | | | | | |
| Year 2 | 80 | | | | | | |
| Year 3 | 80 | | | | | | |
| Year 4 | 80 | | | | | | |
| Year 5 | 80 | | | | | | |

| Year | Rehabilitation | Preventive Maintenance | Total Cost | Deferred |
|-------------|---------------------------|-------------------------|---------------------|---------------------|
| 2016 | II \$1,762,049 | Non-Project \$5,773,855 | \$51,296,917 | \$19,723,153 |
| | III \$3,120,173 | Project \$0 | | |
| | IV \$9,847,099 | | | |
| | V \$30,793,741 | | | |
| | Total \$45,523,062 | | | |
| Project | \$0 | | | |
| 2017 | II \$675,818 | Non-Project \$762,364 | \$12,397,575 | \$17,288,940 |
| | III \$902,583 | Project \$0 | | |
| | IV \$3,882,880 | | | |
| | V \$6,173,930 | | | |
| | Total \$11,635,211 | | | |
| Project | \$0 | | | |
| 2018 | II \$670,421 | Non-Project \$558,334 | \$8,190,795 | \$19,534,165 |
| | III \$371,432 | Project \$0 | | |
| | IV \$3,525,879 | | | |
| | V \$3,064,729 | | | |
| | Total \$7,632,461 | | | |
| Project | \$0 | | | |
| 2019 | II \$467,823 | Non-Project \$982,452 | \$8,449,460 | \$24,265,899 |
| | III \$318,112 | Project \$0 | | |
| | IV \$3,033,814 | | | |
| | V \$3,647,259 | | | |
| | Total \$7,467,008 | | | |
| Project | \$0 | | | |

| Year | Rehabilitation | Preventive Maintenance | Total Cost | Deferred |
|------|--------------------------|------------------------|-------------|--------------|
| 2020 | II \$542,994 | Non-Project \$901,864 | \$9,053,493 | \$24,807,702 |
| | III \$0 | Project \$0 | | |
| | IV \$1,831,206 | | | |
| | V \$5,777,429 | | | |
| | Total \$8,151,629 | | | |
| | Project \$0 | | | |

| Functional Class | Rehabilitation | Prev. Maint. | <i>Summary</i> |
|-------------------|---------------------|--------------------|----------------------------------|
| Arterial | \$22,226,742 | \$3,122,238 | |
| Collector | \$33,330,336 | \$2,271,155 | |
| Residential/Local | \$24,852,293 | \$3,585,476 | |
| Total: | \$80,409,371 | \$8,978,869 | Grand Total: \$89,388,240 |



City of Turlock
 156 S. Broadway
 Suite 150
 Turlock, CA 95380
 (209) 668-5520

Target-Driven Scenarios - Cost Summary

Interest: 0%

Inflation: 4%

Printed: 12/12/2015

Exhibit B

Scenario: Reach PCI of 80 in 5 Years

Objective: Minimum Network Average PCI

Target: By Year

| Year | Value | Year | Value | Year | Value | Year | Value |
|--------|-------|------|-------|------|-------|------|-------|
| Year 1 | 67 | | | | | | |
| Year 2 | 70 | | | | | | |
| Year 3 | 73 | | | | | | |
| Year 4 | 77 | | | | | | |
| Year 5 | 80 | | | | | | |

| Year | Rehabilitation | Preventive Maintenance | Total Cost | Deferred |
|-------------|----------------|------------------------|----------------------------|--------------|
| 2016 | II | \$239,232 | Non-Project \$2,296,773 | \$64,143,877 |
| | III | \$1,023,368 | | |
| | IV | \$3,316,658 | Project \$0 | |
| | V | \$0 | | |
| | Total | \$4,579,258 | | |
| Project | \$0 | | | |
| 2017 | II | \$983,591 | Non-Project \$3,816,527 | \$59,570,858 |
| | III | \$2,849,423 | | |
| | IV | \$8,326,477 | Project \$0 | |
| | V | \$14,735 | | |
| | Total | \$12,174,226 | | |
| Project | \$0 | | | |
| 2018 | II | \$763,817 | Non-Project \$1,142,887 | \$49,413,836 |
| | III | \$371,432 | | |
| | IV | \$3,525,879 | Project \$0 | |
| | V | \$16,218,538 | | |
| | Total | \$20,879,666 | | |
| Project | \$0 | | | |
| 2019 | II | \$403,877 | Non-Project \$982,452 | \$36,537,030 |
| | III | \$318,112 | | |
| | IV | \$3,033,814 | Project \$0 | |
| | V | \$22,451,012 | | |
| | Total | \$26,206,815 | | |
| Project | \$0 | | | |

| Year | Rehabilitation | Preventive Maintenance | Total Cost | Deferred |
|------|---------------------------|------------------------|--------------|--------------|
| 2020 | II \$559,698 | Non-Project \$901,861 | \$21,842,364 | \$28,272,973 |
| | III \$0 | Project \$0 | | |
| | IV \$3,476,050 | | | |
| | V \$16,904,755 | | | |
| | Total \$20,940,503 | | | |
| | Project \$0 | | | |

| Functional Class | Rehabilitation | Prev. Maint. | <i>Summary</i> |
|-------------------|---------------------|--------------------|----------------------------------|
| Arterial | \$21,468,966 | \$3,159,129 | |
| Collector | \$46,050,360 | \$2,331,755 | |
| Residential/Local | \$17,261,142 | \$3,649,616 | |
| Total: | \$84,780,468 | \$9,140,500 | Grand Total: \$93,920,968 |



City of Turlock
 156 S. Broadway
 Suite 150
 Turlock, CA 95380
 (209) 668-5520

Target-Driven Scenarios - Cost Summary

Interest: 0%

Inflation: 4%

Printed: 12/12/2015

Exhibit C

Scenario: Reach PCI of 80 in 10 Years

Objective: Minimum Network Average PCI

Target: By Year

| Year | Value | Year | Value | Year | Value | Year | Value |
|---------|-------|------|-------|------|-------|------|-------|
| Year 1 | 66 | | | | | | |
| Year 2 | 67 | | | | | | |
| Year 3 | 68 | | | | | | |
| Year 4 | 70 | | | | | | |
| Year 5 | 71 | | | | | | |
| Year 6 | 73 | | | | | | |
| Year 7 | 75 | | | | | | |
| Year 8 | 77 | | | | | | |
| Year 9 | 79 | | | | | | |
| Year 10 | 80 | | | | | | |

| Year | Rehabilitation | Preventive Maintenance | Total Cost | Deferred |
|-------------|----------------|------------------------|-------------------------|--------------|
| 2016 | II | \$152,937 | Non-Project \$2,100,163 | \$66,173,500 |
| | III | \$809,681 | Project \$0 | |
| | IV | \$1,783,607 | | |
| | V | \$0 | | |
| | Total | \$2,746,225 | | |
| | Project | \$0 | | |
| 2017 | II | \$251,502 | Non-Project \$1,949,986 | \$68,825,140 |
| | III | \$3,015,976 | Project \$0 | |
| | IV | \$3,629,734 | | |
| | V | \$0 | | |
| | Total | \$6,897,212 | | |
| | Project | \$0 | | |
| 2018 | II | \$740,287 | Non-Project \$2,635,396 | \$70,088,035 |
| | III | \$429,340 | Project \$0 | |
| | IV | \$7,104,645 | | |
| | V | \$15,325 | | |
| | Total | \$8,289,597 | | |
| | Project | \$0 | | |
| 2019 | II | \$835,183 | Non-Project \$1,399,629 | \$66,494,607 |
| | III | \$421,802 | Project \$0 | |
| | IV | \$4,121,605 | | |
| | V | \$11,729,330 | | |
| | Total | \$17,107,920 | | |
| | Project | \$0 | | |

| Year | Rehabilitation | Preventive Maintenance | Total Cost | Deferred | | |
|------|----------------|------------------------|-------------|-------------|--------------|--------------|
| 2020 | II | \$517,934 | Non-Project | \$901,861 | \$13,639,563 | \$67,589,871 |
| | III | \$0 | Project | \$0 | | |
| | IV | \$3,476,050 | | | | |
| | V | \$8,743,718 | | | | |
| | Total | \$12,737,702 | | | | |
| | Project | \$0 | | | | |
| 2021 | II | \$349,063 | Non-Project | \$2,319,227 | \$17,111,541 | \$65,451,126 |
| | III | \$218,593 | Project | \$0 | | |
| | IV | \$2,906,305 | | | | |
| | V | \$11,318,353 | | | | |
| | Total | \$14,792,314 | | | | |
| | Project | \$0 | | | | |
| 2022 | II | \$364,670 | Non-Project | \$2,527,460 | \$17,090,948 | \$56,161,622 |
| | III | \$0 | Project | \$0 | | |
| | IV | \$1,796,889 | | | | |
| | V | \$12,401,929 | | | | |
| | Total | \$14,563,488 | | | | |
| | Project | \$0 | | | | |
| 2023 | II | \$598,605 | Non-Project | \$4,210,223 | \$17,138,324 | \$46,756,610 |
| | III | \$0 | Project | \$0 | | |
| | IV | \$886,677 | | | | |
| | V | \$11,442,819 | | | | |
| | Total | \$12,928,101 | | | | |
| | Project | \$0 | | | | |
| 2024 | II | \$618,860 | Non-Project | \$5,787,664 | \$16,753,291 | \$38,869,531 |
| | III | \$317,792 | Project | \$0 | | |
| | IV | \$355,123 | | | | |
| | V | \$9,673,852 | | | | |
| | Total | \$10,965,627 | | | | |
| | Project | \$0 | | | | |
| 2025 | II | \$439,007 | Non-Project | \$3,779,039 | \$13,352,542 | \$31,458,933 |
| | III | \$169,090 | Project | \$0 | | |
| | IV | \$0 | | | | |
| | V | \$8,965,406 | | | | |
| | Total | \$9,573,503 | | | | |
| | Project | \$0 | | | | |

| Functional Class | Rehabilitation | Prev. Maint. | <i>Summary</i> |
|-------------------|----------------------|---------------------|-----------------------------------|
| Arterial | \$26,066,283 | \$9,686,181 | |
| Collector | \$57,119,481 | \$6,075,911 | |
| Residential/Local | \$27,415,925 | \$11,848,556 | |
| Total: | \$110,601,689 | \$27,610,648 | Grand Total: \$138,212,337 |



Council Synopsis

January 26, 2016

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

Prepared by: Wayne York, Transportation Engineering Supervisor

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the closure of various street sections within the City of Turlock on Sunday, April 10, 2016, from 6:30 a.m. to 5:30 p.m., for the Turlock Criterium Bicycle Race and authorizing the City Manager to apply appropriate conditions and restrictions

2. DISCUSSION OF ISSUE:

On December 30, 2015, the Recreation, Parks and Public Facilities Department received a Special Event Permit application (Exhibit A) from Mitch Boehs, who proposed holding a Turlock Criterium Bicycle Race on Sunday, April 10, 2016. The applicant, who would also serve as race director, requested to close portions of West Main Street, Market Street, South Broadway, "A" Street, "B" Street, "C" Street and South First Street (Exhibit B) as part of this event with road closures in effect from 6:30 a.m. to 5:30 p.m.

This event is similar in nature, size and location to the bicycle racing event held in August 2015, also managed by Mr. Boehs. Likewise, the conditions from City staff are expected to be similar as well. The applicant shall be required to follow an approved temporary traffic control plan provided by the City to address traffic safety, provide insurance acceptable to the City, and prepare the necessary notifications to adjacent property owners. This notification must be sent to all affected property owners, defined as those properties that have a property edge along a portion of the closed route. This written notice will provide more details of the event, including access restrictions, and will need to be mailed or hand-delivered no earlier than three weeks prior to the event and no later than two weeks prior to the event.

One change that may affect the proposed event is a church site soon to be in operation by Calvary Chapel of Turlock along S. Broadway. This facility conducts worship services on Sunday and is located completely within the proposed closure area. The applicant is planning to work with church leaders to

provide access to their congregation members so they are not negatively impacted.

On January 8, 2016, the City received a notice from the Turlock Downtown Property Owners Association advising that they had reviewed the special event application and that it “looks fine” to them. Staff will hold a pre-event meeting for more details, but is recommending approval of the event as proposed.

3. BASIS FOR RECOMMENDATION:

A. Only the City Council is empowered to approve the closure of public streets.

Policy Goal and Implementation Plan Initiative:

Not specifically identified within the Mayor and City Council Policy Goals and Implementation Plan as this item pertains to a privately organized, community event.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: No direct impact. All costs associated with these events shall be paid by the applicants through consolidated billing by the City after the event. The applicant will be required to pay the actual costs.

5. CITY MANAGER’S COMMENTS:

Does not recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject approval for closure of the specified streets.

B. Approve the closure of the specified streets at the specified date and time, but increase the general liability insurance required of the applicant from \$1,000,000 per occurrence to \$5,000,000 per occurrence, in recognition of the potential for high-speed bicycle and pedestrian conflicts at various points along the race route and the increased potential for serious injuries associated with such collisions. Under the Turlock Municipal Code this increase is permitted when an activity “has a substantial or unusual risk to the public general welfare, health and safety...” (TMC 1-6-101).

144 S Broadway
Turlock, CA 95380



Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

EVENT PERMIT APPLICATION

For City Park, Sports Complex or Buildings

A. GENERAL INFORMATION

NAME/NATURE OF EVENT: Turlock Criterium Bicycle Race
(A brief description and name of the event)

PROPOSED DATE OF EVENT: April 10/2016 ESTIMATED ATTENDANCE: 500-1,000

STARTING TIME: 6:30 AM (Race start) ENDING TIME: 7:00 PM (Last Race @ 5:30pm)
(Including set-up time) 8:00 AM (Including clean-up time)

ORGANIZATION (if applicable): _____ EMAIL: Mitchbochs@hotmail.com

MAIN CONTACT: Mitch Bochs Date of Birth 1/27/1972

HOME PHONE: 209-756-2140 DAY PHONE: 209-756-2140
(Must be at least 18 years of age)

MAILING ADDRESS: 6588 Dwight Way

CITY: Livingston STATE: CA ZIP: 95334

B. EVENT CONTACTS

Person in charge at event: Name: Mitch Bochs Phone: 209-756-2140

Address/City/State/Zip: 6588 Dwight Way Livingston CA 95334

Sponsoring Organization: Name: _____ Phone: _____

Address/City/State/Zip: _____

Head of Organization: Name: _____ Phone: _____

Address/City/State/Zip: _____

C. EVENT INFORMATION

Will your event require the use of a City Park or Building? If yes, indicate the Park or Building: NO

The following items must be submitted along with your application:

Detailed Map of the Special Event (see Supplemental Application) YES NO

A list of any street/course monitors that will be employed during the event YES NO

D. EVENT SECURITY

Security Information:

Have you made arrangements for Security? YES NO

If yes, who will you be using? Name of Company: _____

City: _____

Day Time Telephone: _____

Fax: _____

Cell: _____

144 S Broadway
Turlock, CA 95380



Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

Event Item Checklist

Please circle each item that will be present at your event, and provide a brief description of each item circled "YES". If there is an item that will be present at the event, but is not listed on this form please indicate those items in the area marked "OTHER".

| <u>ITEM</u> | <u>YES or NO</u> | <u>PLEASE DESCRIBE ALL ITEMS CHECKED "YES"</u> |
|---|---|---|
| Animals | YES <input type="radio"/> NO <input checked="" type="radio"/> | _____ |
| Alcohol Beverages | YES <input type="radio"/> NO <input checked="" type="radio"/> | _____ |
| Automobiles/Trucks | YES <input type="radio"/> NO <input checked="" type="radio"/> | _____ |
| Bicycles/Foot Races | <input checked="" type="radio"/> YES <input type="radio"/> NO | <u>This is A USCF Race with Licenced Racers</u> |
| Booths/Stand | <input checked="" type="radio"/> YES <input type="radio"/> NO | <u>Sponsors will be setting up tents</u> |
| Concessions | YES <input type="radio"/> NO <input checked="" type="radio"/> | _____ |
| Dance/Party/Concert | YES <input type="radio"/> NO <input checked="" type="radio"/> | _____ |
| Emergency Vehicle Access | <input checked="" type="radio"/> YES <input type="radio"/> NO | <u>Emergency Access on Race Course Will be only for R</u> |
| Food Supplies/Sales | YES <input type="radio"/> NO <input checked="" type="radio"/> | _____ |
| Medical/First Aid Stations | <input checked="" type="radio"/> YES <input type="radio"/> NO | <u>Will have a First Aid station</u> |
| Music/Amplified Sound | <input checked="" type="radio"/> YES <input type="radio"/> NO | <u>Just Announcers and music at start/finish (not Loud)</u> |
| Parking | <input checked="" type="radio"/> YES <input type="radio"/> NO | <u>We Will need parking for Racers & Spectators</u> |
| Police/Security | <input checked="" type="radio"/> YES <input type="radio"/> NO | _____ |
| Rides/Bounce House | YES <input type="radio"/> NO <input checked="" type="radio"/> | _____ |
| Tents/Canopies | <input checked="" type="radio"/> YES <input type="radio"/> NO | <u>Tent for Sponsors</u> |
| City Property/Equipment (Used or rented) | <input checked="" type="radio"/> YES <input type="radio"/> NO | <u>for street closures</u> |
| Sanitation | <input checked="" type="radio"/> YES <input type="radio"/> NO | <u>por-a-toilets</u> |

(Portable restrooms & water) If yes, please complete:

Number of port-a-toilets 3 Number of ADA accessible rest rooms 1
Setup Time: Probably Friday eve Pickup Time: Monday AM

OTHER YES NO _____

Initials MB Date 12/30/15

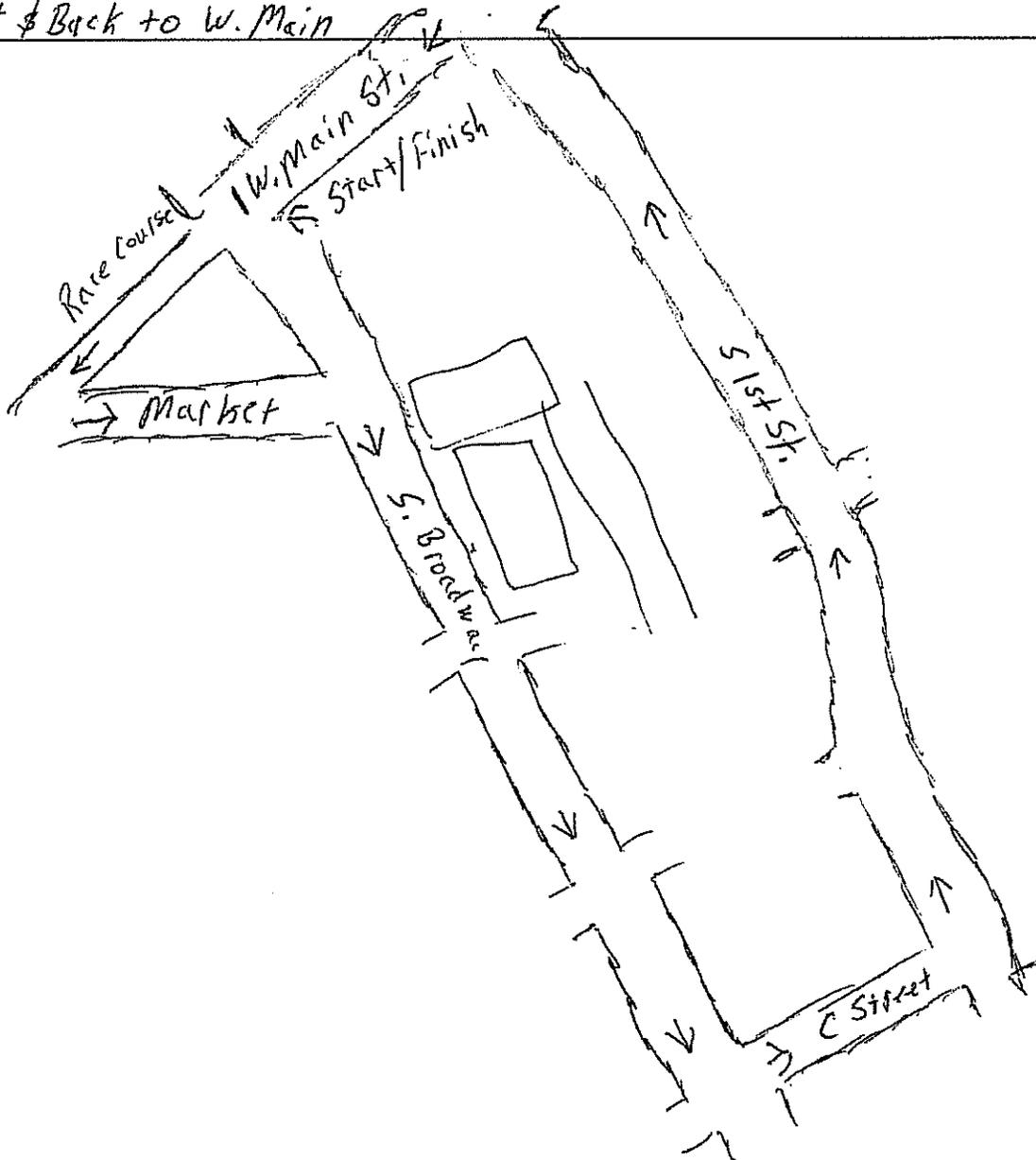




Event Map

Using the space below, please indicate the set-up/route anticipated for your event. Please be as clear as possible. Make sure to include all of the streets, road blocks, and any other significant structure on this map.

EVENT LOCATION: Race Course is W. Main to Market to S. Broadway to C Street to
Est. Street & Back to W. Main



Initials _____ Date _____



144 S Broadway
Turlock, CA 95380



Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

To the greatest extent permitted by law, Permittee,

Mitch Boehs
[PRINT NAME]

shall indemnify, defend, and hold harmless the City of Turlock 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, resulting from or in any manner related to, the granting of the attached special event permit and use of the City's property; including, but not limited to, claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, loss of business, or injury to or destruction of tangible property including the loss of use resulting therefrom, regardless of whether or not it is caused in part by a party indemnified hereunder.

Permittee hereby acknowledges, understands, and agrees to the terms and conditions set forth in this Indemnification, Defense, and Hold Harmless Agreement and affirms that it is authorized and has legal authority to execute this Agreement.

Permittee verifies that the information in this application, any supplemental application, or attached item is true and accurate.

SIGNATURE: [Signature] DATE: 12/30/15

SIGNATURE: _____ DATE: _____



144 S Broadway
Turlock, CA 95380



Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

Event Form Authorization Certificate

Please Complete the Following Information

Event Name: Turlock Criterium Bicycle Race

Event Location: Corner of W. Main & S. Broadway Start

Event Contact Name: Mitch Boeks Date of Birth: 1/27/1972

Contact Address: 6588 Dwight Way

City: Livingston Zip Code: CA 95334 Phone: 209-756-2140

To Be Completed By City Personnel Only

Authorization Date: _____

| <u>Department</u> | <u>Description of Costs</u> | <u>Fee</u> |
|--|-----------------------------|------------|
| <input type="checkbox"/> Police Services | _____ | \$ _____ |
| <input type="checkbox"/> Recreation Services | _____ | \$ _____ |
| <input type="checkbox"/> Engineering | _____ | \$ _____ |
| <input type="checkbox"/> City Fire Services | _____ | \$ _____ |
| <input type="checkbox"/> Municipal Services | _____ | \$ _____ |
| <input type="checkbox"/> Business Licenses | _____ | \$ _____ |

TOTAL EVENT COST: \$ _____

The City Personnel Signature below is in acceptance and authorization of the proposed Special Event.

Signature: _____ Position _____



144 S Broadway
Turlock, CA 95380



Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

PRE-EVENT CHECKLIST

To properly schedule the event the following "Required" items must be prior to the event.

Event Date: _____
Event Name: _____
Location: _____
Contact Person: _____ Phone: _____

REQUIRED COMPLETED

Recreation Division

INSURANCE REQUIREMENTS:

Renter must provide a \$1 million liability insurance policy along with an additional insured endorsement naming the City of Turlock, its elective and appointive boards, officers, agents, employees and volunteers as additionally insured. City must receive evidence of insurance 15 days before the event and Renter's insurance must be primary. If unable to acquire through your own insurance carrier you may be able to purchase insurance through the City of Turlock at an additional cost. (With underwriter approval)

ALCOHOL BEVERAGES SOLD: All Alcohol must remain inside the facility.

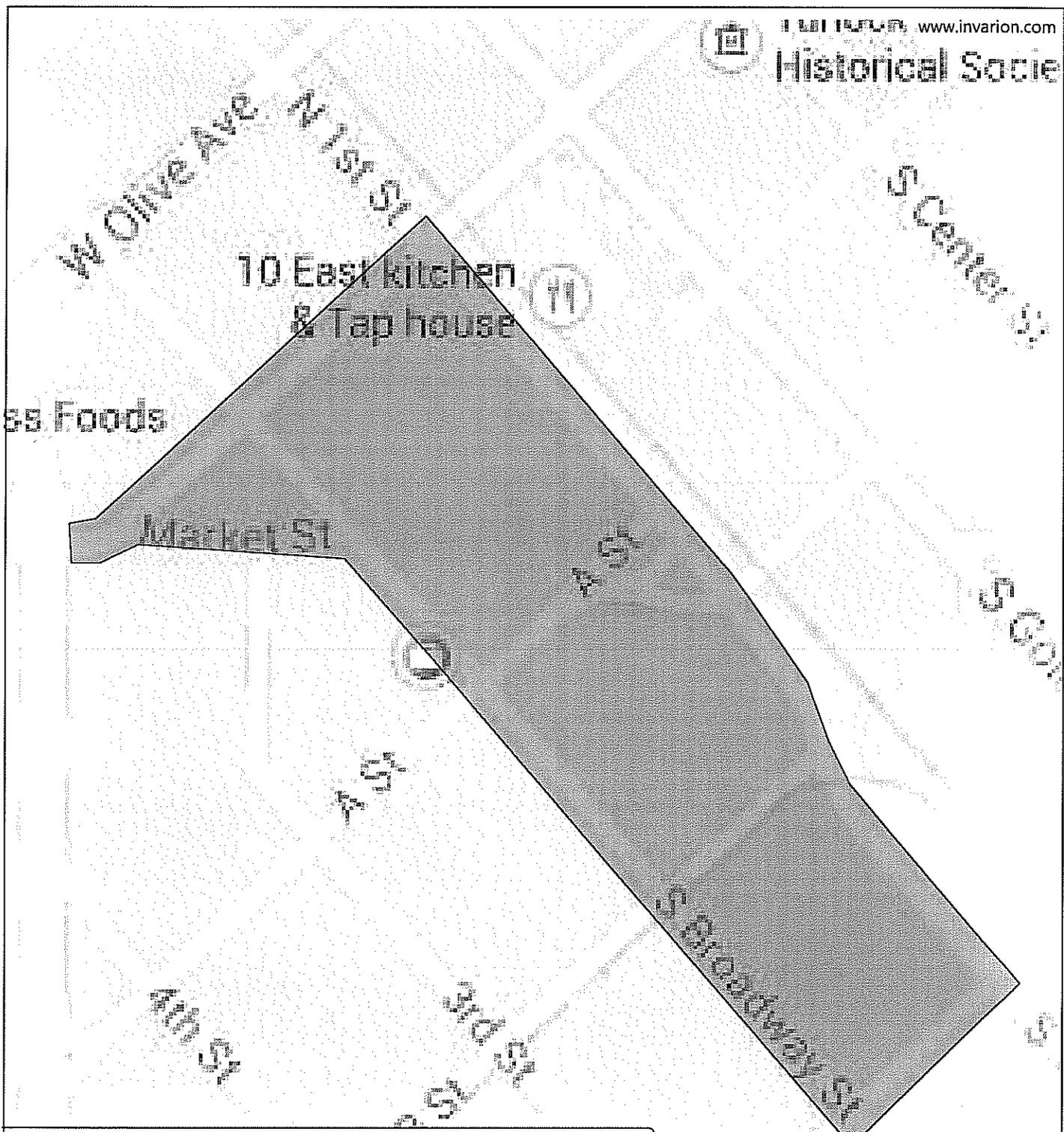
A valid liquor permit from the State of California Alcoholic Beverage Control Board (ABC) in Stockton, CA must be provided to the Recreation Division office two (2) weeks prior to rental date. The liquor permit must be displayed in the building area where alcohol beverages are to be sold. You must obtain a letter of permission from the Recreation Division office to present to ABC prior to applying for liquor permit. There is a two- (2) week waiting period for the letter of permission. Alcohol is not allowed at an event being held for a person under the drinking age. If alcohol is present at a minor event the event will be shut down and no fees will be refunded.

Security Guard Requirement:

Security Guards are required when Alcohol is served.
1 guard is required for every 100 persons at the event.
A Pre-approved list of Security Agencies is available at the Recreation Division office.

Food Selling/Concessions Permit





**Turlock Criterium
Bicycle Race
Closure Area Diagram**

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
CLOSURE OF VARIOUS STREET }
SECTIONS WITHIN THE CITY OF TURLOCK }
ON SUNDAY, APRIL 10, 2016, FROM }
6:30 A.M. TO 5:30 P.M., FOR THE }
TURLOCK CRITERIUM BICYCLE RACE }
AND AUTHORIZING THE CITY MANAGER }
TO APPLY APPROPRIATE CONDITIONS }
AND RESTRICTIONS }

RESOLUTION NO. 2016-

WHEREAS, on December 30, 2015, Mitch Boehs (Applicant), Race Director for the proposed event, has requested to close portions of West Main Street, Market Street, South Broadway, "A" Street, "B" Street, "C" Street and South First Street as further specified in this resolution for the Turlock Criterium Bicycle Race (Event), on April 10, 2016, from 6:30 a.m. to 5:30 p.m.; and

WHEREAS, the proposed event is similar in nature and design to the Turlock Criterium Bicycle Race held in Turlock in August 2015, therefore warranting similar conditions and restrictions; and

WHEREAS, California Vehicle Code Section 21101(e) empowers local agencies to approve temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and

WHEREAS, the streets specified for closure shall be closed to all traffic, including emergency vehicles, unless an emergency has occurred within the closure area itself, in which case emergency vehicles will be permitted and provided access by event staff; and

WHEREAS, as a condition of approval, the applicant agrees to comply with a Temporary Traffic Control Plan (TTCP) approved by the City Engineer that specifies the type and location of all traffic control devices necessary for a safe and orderly closure of the event area, to include the provision of such devices at their own expense, as well as the set-up, maintenance, and removal of such traffic control devices, through the contracting of City services, the provision of a licensed traffic control contractor, or the final inspection and approval of the layout of the traffic control devices by an authorized City official prior to the start of event activities; and

WHEREAS, as a condition of approval, the applicant agrees to provide proof of general liability insurance coverage acceptable to the City, which shall include a CGL policy of no less than \$1 million per occurrence, an Endorsement naming the City of Turlock as

an additional insured, and a Primary Non-Contributory Endorsement; and

WHEREAS, as a condition of approval, the applicant, shall require each event participant to sign a waiver of liability prior to their participation in the event; and

WHEREAS, as a condition of approval, the applicant agrees to follow all other related conditions and restrictions established by City permits, the City Manager or his designee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the closure of various street sections, within the City of Turlock, on Sunday, April 10, 2016, from 6:30 a.m. to 5:30 p.m., for the Turlock Criterium Bicycle Race and authorizes the City Manager to apply appropriate conditions and restrictions; and

BE IT FURTHER RESOLVED, the following street sections, inclusive of the intersections on either end of each street section, shall be authorized for closure:

1. West Main Street, between South First Street and Lander Avenue; and
2. Market Street, between West Main Street and South Broadway; and
3. South Broadway, between West Main Street and "C" Street; and
4. "C" Street, between South Broadway and South First Street; and
5. South First Street, between "C" Street and West Main Street; and
6. "A" Street, between South First Street and South Broadway; and
7. "B" Street, between South First Street and South Broadway.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of January, 2016, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

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Council Synopsis

January 26, 2016

From: Garner Reynolds, Acting Municipal Services Director

Prepared by: Allison Martin, Executive Administrative Assistant

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Memorandum of Understanding between the City of Turlock and Merced College to provide the college credit based Customer Service Academy program at the City of Turlock

2. DISCUSSION OF ISSUE:

The City of Turlock is interested in being the host site sponsor for the Customer Service Academy offered by the Merced College Workplace Learning Resource Center. For the past sixteen (16) years, the Customer Service Academy has provided professional development training classes for hundreds of local businesses and organizations. The classes focus on the soft skills and interpersonal skills that are important and necessary to deliver excellent internal and external customer service.

The Customer Service Academy features ten (10) courses in everyday business skills such as communication, customer service, time management, conflict resolution and managing organizational change. Each course is eight (8) hours and the participant earns ½ college unit credit and costs \$23 per course. One (1) course will be held per month, starting in February and ending in November.

In order to be the host site sponsor for the Customer Service Academy, the City of Turlock is required to provide twenty (20) City staff per course. The courses will be held in the Yosemite Room with a maximum class size of thirty-five (35) students. The course schedule with the dates, times and instructors for each course is attached in Exhibit A.

The Customer Service Academy contains significant benefits to City staff at a fraction of the price for other courses and it will be located in our own facility. An invitation to attend the Customer Service Academy will also be sent to Turlock area businesses who might be interested in taking advantage of the local training opportunity for their employees.

3. BASIS FOR RECOMMENDATION:

- A. The Customer Service Academy has won several local and statewide awards, with participants including Hilton Hotels, Kendall Jackson Winery, Kraft Foods, the Santa Barbara Zoo, Monterey County, Merced County and the San Diego Chargers.
- B. The benefit of having a low-cost, high quality training at our facility, in order to improve our employees' customer service skills, is invaluable.
- C. The college credits that are given for each class attended would be beneficial for employees who are interested in promoting to other City opportunities.

Policy Goal and Implementation Plan Initiative:

Policy Goal # 1 Effective Leadership

General Principles:

- 5. Exhibit professional excellence and behavior

Action Item:

- 2. Develop our employees so they are prepared for advancement and/or other career opportunities

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Each Department who sends an employee to the Customer Service Academy will pay Merced College from their existing training budget

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Do not partner with Merced College to be the host site sponsor for the Customer Service Academy. This alternative is not recommended as this program is beneficial to City staff at a low cost to the City budget.



MEMORANDUM OF UNDERSTANDING
Between
MERCED COLLEGE and the CITY OF TURLOCK

THIS MEMORANDUM OF UNDERSTANDING is entered into this 26th day of January, 2016, by and between MERCED COLLEGE (hereinafter referred to as "College") and the CITY OF TURLOCK (hereinafter referred to as "City").

WHEREAS, the City is committed to bring the College credit based Customer Service Academy program to Turlock; and

WHEREAS, the College is committed to providing the Customer Service Academy in a credit mode to the City of Turlock.

NOW, THEREFORE, it is mutually agreed that:

- 1. City will commit to enrolling twenty (20) City staff per class. If twenty (20) City staff are not enrolled in a class, the City will cover the expense for the remaining spots, unless the City is able to fill the spots with non-City staff.
2. City will provide all reasonable and necessary support services and facilities including; computer with internet connection, projector, DVD player, and screen.
3. College will keep track of City staff enrollment each class and send an invoice to the City for payment.
4. Class offerings, dates, and times will be held as listed on Exhibit A.
5. Amendments or changes to this Memorandum may be made by the mutual written agreement by both parties.
6. College shall indemnify and hold the City harmless against any liability whatsoever arising from any act or acts of College employees and students assigned directly in the educational experience program provided.
7. City shall indemnify and hold College harmless against any liability whatsoever arising from any act or acts of City employees and City students assigned directly in the educational experience program provided.
8. This Agreement is not intended to, and shall not, create the relationship of agent, servant, employee, partnership, joint venture, or association between the College and the City.
9. Terms of this Agreement shall be effective from February 1, 2016 through November 25, 2016.

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

CITY OF TURLOCK, a municipal corporation

MERCED COLLEGE

By: Gary Soiseth, Mayor

By: Ronald C. Taylor, Ph.D. Superintendent/President

or

By: Michael I. Cooke, Interim City Manager

Date:

Date:

APPROVED AS TO FORM:

By: Phaedra Norton, City Attorney

ATTEST:

By:

Kellie Weaver, City Clerk

Handwritten signature and initials in the bottom right corner.

Merced College and the City of Turlock

CUSTOMER SERVICE ACADEMY

2016 SCHEDULE

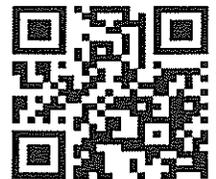
| Course # | Times /Instructor | Course Title | Dates |
|----------|---|-------------------------------------|------------------------|
| MGMT 50D | 8:00 AM to 12:15 PM Patty Pistoressi | Communication in the Workplace | February 2 & 9, 2016 |
| MGMT 50H | 8:00 AM to 12:15 PM Mike Zdanowski | Customer Service | March 1 & 8, 2016 |
| MGMT 50F | 8:00 AM to 12:15 PM Mike Zdanowski | Team Building | April 5 & 12, 2016 |
| MGMT 50I | 8:00 AM to 12:15 PM Mike Zdanowski | Attitude in the Workplace | May 3 & 10, 2016 |
| MGMT 50B | 8:00 AM to 12:15 PM Mike Zdanowski | Values & Ethics | June 7 & 14, 2016 |
| MGMT 51G | 8:00 AM to 12:15 PM Vickie Trask | Stress Management | July 5 & 12, 2016 |
| MGMT 50C | 8:00 AM to 12:15 PM Vicky Trask | Time Management | August 2 & 9, 2016 |
| MGMT 51F | 8:00 AM to 12:15 PM Mike Zdanowski | Conflict Resolution | September 6 & 13, 2016 |
| MGMT 50G | 8:00 AM to 12:15 PM Mike Zdanowski | Decision Making and Problem Solving | October 4 & 11, 2016 |
| MGMT 52D | 8:00 AM to 12:15 PM Mike Zdanowski | Managing Organizational Change | November 1 & 8, 2016 |

Each course is just \$23⁰⁰

Please Call 209.386.6733 for the Registration Process

All classes are held at the
City of Turlock - Yosemite Room
156 South Broadway, Turlock CA 95380
8:00 AM to 12:15 PM

For more information regarding
the Customer Service Academy, contact
the Workplace Learning Resource Center
209.386.6733 or visit our website at
www.customerserviceacademy.org



*Complete all ten modules and receive a certificate
from Merced College in addition to 5 units of credit!!!*

Communication in the Workplace

Communication is a key to customer service success. To best serve both our internal and external customers, we must understand what they want, when they want it, why they want it and what their expectations are. How can we figure all of this out if we aren't good listeners and communicators? This course covers verbal and nonverbal communication as well as superior listening skills. Participants will have the opportunity to practice techniques.

Customer Service

Explore key skills and attitudes necessary to effectively meet the customer's needs. Participants will be introduced to concepts and appropriate techniques for dealing with internal and external customers, enhancing customer satisfaction and insuring positive communication.

Team Building

If we don't have it together with our internal customers, that often translates into poor customer service for our external customers. Working as a team can increase productivity, enhance project management, reduce business conflicts and create superior customer service. Learn the "styles" of your co-workers so you can work together better.

Attitude in the Workplace

Having the right attitude has a positive impact on the workplace and our interactions with our customers. Explore how attitudes at work positively and negatively affect customer service, the organization's image, productivity, and employee retention. The best selling training video "FISH" will be featured.

Values and Ethics

Ethical behavior affects what happens in the workplace. This course provides the opportunity to evaluate ethical behavior and what's appropriate and what's not. A 3-step checklist is introduced to help participants in recognizing ethical behavior.

Stress Management

Did you know 1 million Americans call in sick every day because of stress related reasons? This costs organizations money, especially in lowered productivity. This course defines what stress is and how it affects both our employees and the workplace. Causes of stress are identified and dozens of stress management tips and techniques are delivered and practiced.

Time Management

The workplace demands efficiency and productivity. The way we manage our time has an impact on our ability to get things done. Explore time management techniques at work that will help you stay in balance and be more effective in the workplace.

Conflict Resolution

Conflict gets in the way of good business. Explore the causes and impact conflict can have on customer service. Learn strategies and techniques for resolving tough issues and how to turn a difficult customer into a loyal one.

Decision Making and Problem Solving

Many of us face a constant barrage of workplace decisions and problems to be solved. Regardless of our job responsibilities in the company, we are responsible for smart choices. Learn decision making styles, processes and techniques and when they should be applied. Learn how to be a creative problem solver.

Managing Organizational Change

We face constant change in the workplace. Explore our natural tendencies and the tendencies of our customers to resist change. Learn skills to adapt and accept change.

