

City Council Agenda



FEBRUARY 14, 2017

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



Mayor
Gary Soiseth

Council Members
Matthew Jacob
William DeHart, Jr.
Vice Mayor
Amy Bublak
Gil Esquer

City Manager
Gary R. Hampton
City Clerk
Jennifer Land
City Attorney
Phaedra A. Norton

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

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

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

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

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

1. **A. CALL TO ORDER**

B. SALUTE TO THE FLAG

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

- A. Proclamation: Mar Addai Church 70th Anniversary, accepted by His Grace Bishop Mar Awa Royel
- B. Recognition: Mayor's Public Policy Award 2016, recipients Nathan Straubinger and Logan Martinez
- C. Recognition: Employee of the Month – January 2016
- D. Recognition: Public Safety Employee Awards
- E. Appointment: City of Turlock Marketing and Branding Evaluation Panel – Panel Member and Alternate Panel Member (Council Representatives)

3. A. SPECIAL BRIEFINGS**1. CALIFORNIA STATE UNIVERSITY STANISLAUS**

Noriel Mostajo, Student Government Relations Coordinator

B. STAFF UPDATES

1. Policy Goals and Implementation Plan (*Executive Staff*)
2. Capital Projects and Building Activity (*Pitcock*)

C. PUBLIC PARTICIPATION

This is the time set aside for members of the public to directly address the City Council on any item of interest to the public 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**B. DISCLOSURE OF TOP TEN/MAXIMUM CONTRIBUTORS****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 01/12/17 in the amount of \$707,470.41
- B. Motion: Accepting Minutes of Special Meeting of January 24, 2017 and Minutes of Regular Meeting of January 24, 2017
- C.
 1. Motion: Awarding bid and approving an Agreement in the amount of \$1,166,617 (Fund 215) with George Reed, Inc. of Modesto, California for City Project No. 14-28 "Intersection Improvements at North Golden State Boulevard and Fulkerth Road"
 2. Resolution: Adjusting the local matching fund (Gas Tax Section 2103 and CFF Transportation) appropriations for City Project No. 14-28 "Intersection Improvements at North Golden State Boulevard and Fulkerth Road" as delineated in the table provided to complete the necessary funding required for this project
- D. Motion: Approving a Lien Agreement between the City of Turlock and New Life Christian Center of Turlock for deferred payment of Development Impact Fees, deferring collection of City of Turlock Master Storm, Capital Facility and Northwest Triangle Specific Plan development impact fees over a 5 year period
- E. Motion: Approving the Aspire Fitness Challenge-Celebration 5K Walk/Run event utilizing the public right-of-way (sidewalks), hosted by Aspire Home Real Estate, on Saturday, March 11, 2017 from 8:30 a.m. to 10:30 a.m., and authorizing the City Manager to apply appropriate conditions and restrictions to the event

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- F. Motion: Approving a private baby shower event utilizing the public right-of-way (sidewalks) and four (4) public parking spaces on Center Street, hosted by Bistro 234, on Saturday, April 23, 2017 from 11:00 a.m. to 3:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions to the event
 - G. Motion: Approving an Agreement with Falany Fence Co. of Turlock for fence repair and installation services, for a period of twelve (12) months, in an annual amount of \$20,000
 - H. Motion: Approving Amendment No. 3 to a Professional Services Agreement between the City of Turlock and Wood Rodgers, Inc., for the preparation of a Hydrogeological and Water Quality Assessment Study to include rehabilitation services at Well 31
 - I. Resolution: Authorizing the overhire of one (1) Electrical Mechanical Technician in the City of Turlock Municipal Services Department due to anticipated retirement of the incumbent on July 1, 2017
 - J. Motion: Approving an Agreement between the City of Turlock and Blue Collar Training Network, LLC to provide specialized rescue training to the Turlock Fire Department, in an amount not to exceed \$23,851, through September 30, 2017
 - K. Motion: Rejecting Claim for Damages filed by Crystal Lynn Synstad
 - L. Motion: Rejecting Claim for Damages filed by Jason D. Tosta
 - M. Motion: Rejecting Claim for Damages filed by Lorraine Mello Jones
 - N. Motion: Rejecting Claim for Damages filed by Salomon Alvizo

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 determine the closure of sections of Broadway, between West Olive Avenue and North Front Street, for the Salvation Army to host the 2017 Kettle Dash, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines AND authorize the closure of sections of Broadway, between West Olive Avenue and North Front Street for pedestrian safety, for the Salvation Army to host the 2017 Kettle Dash, on Saturday, February 25, 2017 at specified times, and authorize the City Manager to apply appropriate conditions and restrictions on the street closure. (*Van Guilder*)

Recommended Action:

Resolution: Determining the closure of sections of Broadway, between West Olive Avenue and North Front Street, for the Salvation Army to host the 2017 Kettle Dash, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines

Resolution: Authorizing the closure of sections of Broadway, between West Olive Avenue and North Front Street for pedestrian safety, for the Salvation Army to host the 2017 Kettle Dash, on Saturday, February 25, 2017 at specified times, and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

- B. Request to determine the closure of Johnson Road, from the Julien Elementary School parking lot to Charles Place, for the Turlock American Little League to host the 2017 Opening Ceremonies, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines AND authorize the closure of Johnson Road, from the Julien Elementary School parking lot to Charles Place for pedestrian safety, for the Turlock American Little League to host the 2017 Opening Ceremonies, on Saturday, March 4, 2017 from 7:30 a.m. to 2:30 p.m., and authorize the City Manager to apply appropriate conditions and restrictions on the street closure. (*Van Guilder*)

Recommended Action:

Resolution: Determining the closure of Johnson Road, from the Julien Elementary School parking lot to Charles Place, for the Turlock American Little League to host the 2017 Opening Ceremonies, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines

Resolution: Authorizing the closure of Johnson Road, from the Julien Elementary School parking lot to Charles Place for pedestrian safety, for the Turlock American Little League to host the 2017 Opening Ceremonies, on Saturday, March 4, 2017 from 7:30 a.m. to 2:30 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

- C. Request to accept the Citywide Total Compensation Study from Cooperative Personnel Services (CPS) HR Consulting that includes all unrepresented employees and all bargaining groups. (*Norton*)

Recommended Action:

Resolution: Accepting the Citywide Total Compensation Study from Cooperative Personnel Services (CPS) HR Consulting that includes all unrepresented employees and all bargaining groups

9. MATTERS TOO LATE FOR AGENDA/NON-AGENDA ITEMS

The Brown Act generally prohibits any action or discussion of items not on the posted agenda. However, there are three specific situations in which a legislative body can act on an item not on the agenda:

- 1) When a majority decides there is an "emergency situation" (as defined for emergency meetings).
- 2) When two-thirds of the members present (or all members if less than two-thirds are present) determine there is a need for immediate action and the need to take action "came to the attention of the local agency subsequent to the agenda being posted." This exception requires a degree of urgency. Further, an item cannot be considered under this provision if the legislative body or the staff knew about the need to take immediate action before the agenda was posted. A "new" need does not arise because staff forgot to put an item on the agenda or because an applicant missed a deadline.
- 3) When an item appeared on the agenda of, and was continued from, a meeting held not more than five days earlier.

A legitimate immediate need can be acted upon even though not on the posted agenda by following a two-step process. First, make two determinations: (a) that there is an immediate need to take action and (b) that the need arose after the posting of the agenda. The matter is then "placed on the agenda." Second, discuss and act on the added agenda item.

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Requests for Council items for future consideration will be scheduled in accordance with Resolution No. 2008-019 and will be brought back to the City Council no earlier than March 14, 2017, unless otherwise specified by the Mayor or a majority of the Council.

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: None

13. ADJOURNMENT

**IN HONOR OF
MAR ADDAI CHURCH
70TH ANNIVERSARY**

WHEREAS, Mar Addai Parish in Turlock is part of the Holy Apostolic Catholic Assyrian Church of the East, Diocese of California; and

WHEREAS, by using the term Apostolic this denotes that the Church was founded by the Apostles of Christ, and the Church believes in the apostolic succession of the laying of the hands which has been taking place for the past 2000 years; and

WHEREAS, the term Assyrian indicates the land of which the church was founded and illustrates that the Assyrian people and nation were the first people to accept the Christian faith that was preached and passed down by the apostles of Christ, at the preaching of the apostle Mar Addai to King Abgar V Ukama of Edessa in the year 36 A.D; and

WHEREAS, the Mar Addai parish is named after St. Thaddeus or Mar Addai in Aramaic, one of the apostles of Jesus Christ. St Thaddeus was the first to spread Christianity in Mesopotamia, Syria and Persia; and

WHEREAS, the Mar Addai Parish was founded in 1941, and the Mar Addai Parish located on 830 East Canal Drive in Turlock, California, was completed in August 1947; and

WHEREAS, the first priest to serve at Mar Addai Parish was Reverend Vassil Malik from 1948-1951. There have since been six other priests including the late Very Reverend Chor-Bishop Badal Shimun Piro from 1970-1996 and the current priest Reverend Jameel Warda since 1996; and

WHEREAS, the Mar Addai Parish has experienced a renewed growth in membership and development of faith from an initial 25 families to over 850 families and still growing.

NOW, THEREFORE, I, GARY SOISETH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire City Council and all our citizens, do hereby extend recognition to **MAR ADDAI CHURCH** on the occasion of their **70TH ANNIVERSARY**.

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 14th day of February, 2017.

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

4B,

AMY BUBLAK FOR CITY COUNCIL DISTRICT 4 2016

ASSOCIATED FEED
PO BOX 2367
TURLOCK, CA 95381

MONTE VISTA CROSSINGS LLC
1855 OLYMPIC BLVDSTE 250
WALNUT CREEK, CA 94596

PHILIP RHEINSCHILD
4501 COUNTRY WALK
TURLOCK, CA 95382

JAMES BRENDA
PO BOX 2998
TURLOCK, CA 95381

TURLOCK FIREFIGHTERS PAC
PO BOX 3775
TURLOCK, CA 98381

PIRO ENTERPRISES INC
3811 CROWELL ROAD
TURLOCK, CA 95382

SAMRAN & SONS FARMING CO
4111 MOUNTAIN VIEW ROAD
TURLOCK, CA 95382

MARIA SWANSON
2205 SWAN PARK DRIVE
TURLOCK, CA 95382

MY GLOBAL REALTY
621 14TH STREET STE E
MODESTO, CA 95354

RICHARD SWANSON
2606 N QUINCY ROAD
TURLOCK, CA 95382

RECEIVED

SEP 29 2016

Office of the
City Clerk

4B₂

JUL 12 2016

Council Agenda

Date - July 12, 2016

Top Ten / Maximum Contributors

Councilmember Bill DeHart

Contributors

Associated Feed

John & Jeani Ferrari

Smith Chevrolet

TABPAC

Alan Marchant

TAPO PAC

JKB Energy

Andrew Wigglesworth

Denio Construction

Advanced Health Technology

City of Turlock
Office of the City Clerk

4B3

TOP 10 CONTRIBUTORS
Gil Esquer - 2016

JAN 24 2017

Office of the
City Clerk

1. Linda Murphy-Lopes - \$ 1,000.00
2. Stanislaus County Democratic Committee - \$ 500.00
3. Latino Pac of Stanislaus County - \$ 500.00
4. Brad Bates - \$ 500.00
5. Dr. Alan Julien - \$ 500.00
6. John Ferrari - \$ 500.00
7. Turlock Recycling - \$ 500.00
8. Phil Blair - \$ 300.00
9. Rose Morris - \$ 250.00
10. William Morris - \$ 250.00

RECEIVED 4B4

JUL 18 2016

Office of the
City Clerk

Councilmember Matthew Jacob

Prospector LLC

Turlock Associated Police Officers PAC

Bianca Pirayou

Nashwan Asoofi

Arbella Sarkis

Shadrak Shabbas

Joseph Baba

Ashur Yoseph

Robert Karoukian

Anthony Cooper

4B5

RECEIVED

JUL 12 2016

Office of the
City Clerk

Associated Feed
California Poultry Association
Dean Doerksen
George Petrulakis
Hall Equities
JKB Living
John Ferrari
Mark and Dana Kirkes
Michael and Kristy Frantz
Michael and Deborah Ireland
Michael McNulty
Pacific Gas and Electric
Peter and Maia Cipponerri
Prospector, LLC
Toscana's Ristorante

*Please note that there are more than ten names listed because I am providing BOTH my "top ten contributors" and (not "or") a list of "all maximum contributors" for the period between Nov 4, 2014 and next election on Nov 6, 2018.

Gary Soiseth
Mayor
City of Turlock, California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
WEEKLY DEMANDS OF 01/12/17 IN THE }
AMOUNT OF \$707,470.41 }
_____ }

RESOLUTION NO. 2017-

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:
01/12/17	\$707,470.41

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of February, 2017, by the following vote:

- AYES:
- NOES:
- NOT PARTICIPATING:
- ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

OK for Agenda
DM B.L.L.

Payment Register

From Payment Date: 1/6/2017 - To Payment Date: 1/12/2017

5A,

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
109931	01/11/2017	Open			Utility Management Refund	AMAYA, JOHN	\$44.49		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered Paying Fund		702951-003	MOVE-OUT CREDIT Cash Account	01/11/2017	Refund			
				110-11000 (Cash)			\$0.91		
				410-11000 (Cash)			\$1.67		
				420-11000 (Cash)			\$41.91		
109932	01/11/2017	Open			Utility Management Refund	BEALS, JASON	\$195.49		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered Paying Fund		762385-003	MOVE-OUT CREDIT Cash Account	01/11/2017	Refund			
				420-11000 (Cash)			\$195.49		
109933	01/11/2017	Open			Utility Management Refund	BOWLING, VIOLET	\$38.84		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered Paying Fund		686352-006	MOVE-OUT CREDIT Cash Account	01/11/2017	Refund			
				420-11000 (Cash)			\$38.84		
109934	01/11/2017	Open			Utility Management Refund	CALIFORNIA PRIME PROPERTIES	\$88.84		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered Paying Fund		193402-009	MOVE-OUT CREDIT Cash Account	01/11/2017	Refund			
				420-11000 (Cash)			\$88.84		
109935	01/11/2017	Open			Utility Management Refund	CAMACHO, FRANCISCO, JAVIER	\$141.44		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered Paying Fund		536687-002	REFUND PER CUST REQ- DOUBLE PAYMENT Cash Account	01/11/2017	Refund			
				420-11000 (Cash)			\$141.44		
109936	01/11/2017	Open			Utility Management Refund	CASTLE ASSETS LLC	\$186.77		
	Account Type		Account Number	Description	Transaction Date	Transaction Type	Amount		
	Single Family Res Metered Paying Fund		237310-003	MOVE-OUT CREDIT Cash Account	01/11/2017	Refund			
				420-11000 (Cash)			\$186.77		

Payment Register

From Payment Date: 1/6/2017 - To Payment Date: 1/12/2017

109937	01/11/2017	Open	Utility Management Refund	CENTRAL VALLEY PROPERTY MANAGEMENT								\$76.68
	Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount						
	Single Family Res Metered Paying Fund	230790-002	MOVE-OUT CREDIT	01/11/2017	Refund	\$76.68						
	420 - WATER		Cash Account									
			420.11000 (Cash)									
109938	01/11/2017	Open	Utility Management Refund	FERREIRA, JOSE, ANTONIO								\$25.00
	Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount						
	Single Family Res Metered Paying Fund	139076-004	MOVE-OUT CREDIT	01/11/2017	Refund	\$25.00						
	420 - WATER		Cash Account									
			420.11000 (Cash)									
109939	01/11/2017	Open	Utility Management Refund	GARST, THERON								\$218.72
	Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount						
	Single Family Res Metered Paying Fund	603066-006	MOVE-OUT CREDIT	01/11/2017	Refund	\$218.72						
	420 - WATER		Cash Account									
			420.11000 (Cash)									
109940	01/11/2017	Open	Utility Management Refund	GOMEZ, EMILIO								\$165.94
	Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount						
	Single Family Res Metered Paying Fund	340162-003	MOVE-OUT CREDIT	01/11/2017	Refund	\$165.94						
	420 - WATER		Cash Account									
			420.11000 (Cash)									
109941	01/11/2017	Open	Utility Management Refund	GREEN, BETTY								\$100.66
	Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount						
	Single Family Res Metered Paying Fund	696382-001	MOVE-OUT CREDIT	01/11/2017	Refund	\$100.66						
	420 - WATER		Cash Account									
			420.11000 (Cash)									
109942	01/11/2017	Open	Utility Management Refund	IRR INVESTORS								\$115.49
	Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount						
	Single Family Res Metered Paying Fund	799181-005	MOVE-OUT CREDIT	01/11/2017	Refund	\$115.49						
	420 - WATER		Cash Account									
			420.11000 (Cash)									
109943	01/11/2017	Open	Utility Management Refund	MEJIA, ERMELINDA								\$252.26
	Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount						
	Single Family Res Metered Paying Fund	687405-005	MOVE-OUT CREDIT	01/11/2017	Refund	\$252.26						
	420 - WATER		Cash Account									
			420.11000 (Cash)									

Payment Register

From Payment Date: 1/6/2017 - To Payment Date: 1/12/2017

110 - General Fund \$3.65
 410 - WATER QUALITY CONTROL (WQC) \$9.42
 420 - WATER \$239.19

Account Type	Account Number	Description	Transaction Date	Transaction Type	Amount
109944	01/11/2017	Open	Utility Management Refund	MOURO, NICOLE	\$122.41
Single Family Res Metered	174874-001	MOVE-OUT CREDIT	01/11/2017	Refund	
Paying Fund		Cash Account			
420 - WATER		420.11000 (Cash)			\$122.41
109945	01/11/2017	Open	Utility Management Refund	OSSO, LILY M	\$181.76
Single Family Res Flat	123307-001	MOVE-OUT CREDIT	01/11/2017	Refund	
Paying Fund		Cash Account			
110 - General Fund		110.11000 (Cash)			\$181.76
109946	01/11/2017	Open	Utility Management Refund	PATEL, BHAVINI	\$228.45
Single Family Res Metered	240737-004	MOVE-OUT CREDIT	01/11/2017	Refund	
Paying Fund		Cash Account			
110 - General Fund		110.11000 (Cash)			\$228.45
109947	01/11/2017	Open	Utility Management Refund	PEREZ, VANESSA	\$182.51
Single Family Res Metered	242756-004	MOVE-OUT CREDIT	01/11/2017	Refund	
Paying Fund		Cash Account			
420 - WATER		420.11000 (Cash)			\$182.51
109948	01/11/2017	Open	Utility Management Refund	SCHMIDT BETTENCOURT &	\$167.45
Commercial Metered	625531-001	MOVE-OUT CREDIT	01/11/2017	Refund	
Paying Fund		Cash Account			
420 - WATER		420.11000 (Cash)			\$167.45
109949	01/11/2017	Open	Utility Management Refund	SCHMIDT BETTENCOURT &	\$53.11
Commercial Metered	262471-001	MOVE-OUT CREDIT	01/11/2017	Refund	
Paying Fund		Cash Account			
420 - WATER		420.11000 (Cash)			\$53.11

Payment Register

From Payment Date: 1/6/2017 - To Payment Date: 1/12/2017

109950	01/11/2017	Open	Utility Management Refund	SCHMIDT BETTENCOURT &								\$75.08
	Account Type		Account Number	Description	Transaction Date	Transaction Type						Amount
	Commercial Metered Paying Fund		798649-003	MOVE-OUT CREDIT	01/11/2017	Refund						\$75.08
	420 - WATER			Cash Account								
				420.11000 (Cash)								
109951	01/11/2017	Open	Utility Management Refund	SEARS, JENNIFER								\$125.97
	Account Type		Account Number	Description	Transaction Date	Transaction Type						Amount
	Single Family Res Metered Paying Fund		441244-003	MOVE-OUT CREDIT	01/11/2017	Refund						\$125.97
	420 - WATER			Cash Account								
				420.11000 (Cash)								
109952	01/11/2017	Open	Utility Management Refund	SHABBY-CHIC-SHACK								\$25.00
	Account Type		Account Number	Description	Transaction Date	Transaction Type						Amount
	Commercial Flat Paying Fund		146943-002	MOVE-OUT CREDIT	01/11/2017	Refund						\$25.00
	420 - WATER			Cash Account								
				420.11000 (Cash)								
109953	01/11/2017	Open	Utility Management Refund	STANGL, KENNETH, J								\$123.17
	Account Type		Account Number	Description	Transaction Date	Transaction Type						Amount
	Single Family Res Metered Paying Fund		247413-001	MOVE-OUT CREDIT	01/11/2017	Refund						\$123.17
	420 - WATER			Cash Account								
				420.11000 (Cash)								
109954	01/11/2017	Open	Utility Management Refund	VARGAS, JEANETTE								\$141.53
	Account Type		Account Number	Description	Transaction Date	Transaction Type						Amount
	Single Family Res Metered Paying Fund		468746-010	MOVE-OUT CREDIT	01/11/2017	Refund						\$141.53
	420 - WATER			Cash Account								
				420.11000 (Cash)								
109955	01/11/2017	Open	Utility Management Refund	WALLACE, BRYCE								\$88.15
	Account Type		Account Number	Description	Transaction Date	Transaction Type						Amount
	Single Family Res Metered Paying Fund		175218-003	MOVE-OUT CREDIT	01/11/2017	Refund						\$88.15
	110 - General Fund			Cash Account								\$3.65
	410 - WATER QUALITY CONTROL (WQC)			110.11000 (Cash)								\$9.42
	420 - WATER			410.11000 (Cash)								\$75.08
				420.11000 (Cash)								
109956	01/11/2017	Open	Utility Management Refund	WISECARVER, KEVIN								\$84.86
	Account Type		Account Number	Description	Transaction Date	Transaction Type						Amount
	Single Family Res Metered Paying Fund			MOVE-OUT CREDIT		Refund						\$84.86

Payment Register

From Payment Date: 1/6/2017 - To Payment Date: 1/12/2017

Single Family Res Metered 192341-003
 Paying Fund MOVE-OUT CREDIT 01/11/2017 Refund
 420 - WATER Cash Account

420 - WATER (Cash) Amount \$84.86

109957 01/12/2017 Open Accounts Payable A & A PORTABLES INC Amount \$152.29

Invoice Description Amount
 1-672072 01/05/2017 RENTAL TEMPORARY RESTROOM AT THE
 TURLOCK REGIONAL TRANSIT CENTER \$152.29
 Paying Fund Cash Account
 426 - Transit - Fixed Route 426.11000 (Cash) Amount \$152.29

109958 01/12/2017 Open Accounts Payable A-Z BUS SALES INC Amount \$446.48

Invoice Description Amount
 02P422187 01/04/2017 Belt rimbbed Poly-V for DAR15-1038 \$267.20
 02P422613 01/04/2017 Hydraulic lift oil \$179.28
 Paying Fund Cash Account
 425 - Transit - Dial-A-Ride 425.11000 (Cash) Amount \$446.48

109959 01/12/2017 Open Accounts Payable ABS DIRECT INC Amount \$2,489.97

Invoice Description Amount
 107412 01/05/2017 TRANSIT RIDER GUIDES \$2,489.97
 Paying Fund Cash Account
 426 - Transit - Fixed Route 426.11000 (Cash) Amount \$2,489.97

109960 01/12/2017 Open Accounts Payable AIRGAS NCN Amount \$112.46

Invoice Description Amount
 9056736387 01/03/2017 WIRE MIG ER0S-6 FOR STREETS \$112.46
 Paying Fund Cash Account
 217 - Streets - Gas Tax 217.11000 (Cash) Amount \$112.46

109961 01/12/2017 Open Accounts Payable ALL VALLEY SMOG INC Amount \$231.00

Invoice Description Amount
 000085185 01/04/2017 FR-283 Smog Service \$33.00
 000085184 01/04/2017 BLD06-352 Smog Check \$24.75
 000085228 01/04/2017 BLD98-346 Smog Check \$24.75
 000085413 01/04/2017 IT08-341 Smog Check \$24.75
 000085436 01/04/2017 NP07-010 Smog Check \$24.75
 000085477 01/04/2017 BLT08-1034 Smog Check \$24.75
 000085183 01/04/2017 FR04-276 Smog Check \$24.75
 000085347 01/04/2017 FR08-286 Smog Check \$24.75
 000085288 01/04/2017 ENG04-337 Smog Check \$24.75
 Paying Fund Cash Account
 110 - General Fund 110.11000 (Cash) Amount \$107.25
 405 - Building 405.11000 (Cash) \$24.75
 410 - WATER QUALITY CONTROL (WQC) 410.11000 (Cash) \$24.75
 426 - Transit - Fixed Route 426.11000 (Cash) \$24.75

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Invoice	Date	Description	Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	Amount
1577380	01/05/2017	COPIES, SUPPLIES, MISC SVS			\$274.44
Paying Fund		Cash Account			Amount
502 - Engineering		502.11000 (Cash)			\$274.44
109962	01/12/2017	Open	Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	\$274.44
Invoice					Amount
751331	01/04/2017	Rebuilt seal for hot water recirculating pump at WQC			\$60.00
751430	01/04/2017	Rebuilt seal for hot water recir. pump at WQC			\$306.04
Paying Fund		Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$366.04
109963	01/12/2017	Open	Accounts Payable	AMERICAN SEALS WEST INC	\$366.04
Invoice					Amount
7009107459	01/04/2017	Air Valve for Storm 45			\$454.86
Paying Fund		Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$454.86
109964	01/12/2017	Open	Accounts Payable	APPLIED INDUST TECH	\$454.86
Invoice					Amount
594367	01/09/2017	WQC - NOV 2016			\$50.00
594385	01/09/2017	WATER RESOURCES - NOV 2016			\$30.00
594369	01/09/2017	PSF - NOV 2016			\$75.00
594371	01/09/2017	ANNEX BLDG - NOV 2016			\$30.00
594372	01/09/2017	ELECTRICAL MAINT - NOV 2016			\$30.00
594373	01/09/2017	UTILITIES DIVISION - NOV 2016			\$30.00
594386	01/09/2017	FLEET SERVICE - NOV 2016			\$30.00
594387	01/09/2017	FLEET CNG BLDG - NOV 2016			\$30.00
594388	01/09/2017	SHIPPING & RECEIVING - NOV 2016			\$40.00
594389	01/09/2017	TRANSIT CENTER - NOV 2016			\$30.00
594390	01/09/2017	TRAINING CENTER - NOV 2016			\$45.00
594391	01/09/2017	MODULAR BLDG (OFFICE/CLSSRM) - NOV 2016			\$30.00
594374	01/09/2017	FIRE STATION 1 (QUARTERLY SVC) - NOV 2016			\$60.00
599847	01/09/2017	ANIMAL SVCS (QUARTERLY) - NOV 2016			\$75.00
594370	01/09/2017	WQC DRAIN PUMP STATION - NOV 2016			\$35.00
594368	01/09/2017	WQC NW WATER STOR TANK - NOV 2016			\$35.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$285.00
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$215.00
420 - WATER		420.11000 (Cash)			\$65.00
425 - Transit - Dial-A-Ride		425.11000 (Cash)			\$30.00
109965	01/12/2017	Open	Accounts Payable	APPLIED PEST MANAGEMENT INC	\$655.00
Invoice					Amount

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Invoice	Date	Description	Accounts Payable	Amount
505 - Fleet				\$60.00
109966	01/12/2017	Open	ASSOC RIGHT OF WAY SERV	\$8,547.50
Invoice				
000000014816	01/05/2017	SR01 13-65 INTERS IMPROV AT N OLIVE AND WAYSIDE		\$8,547.50
Paying Fund		Cash Account		
215 - Streets - Grant Funded Projects		215.11000 (Cash)		\$8,547.50
109967	01/12/2017	Open	AT&T / CALNET 3	\$5,077.26
Invoice				
1901/12/17-MULTI	01/09/2017	MULTI COT ACCTS PAID 01/12/17 (NOV-DEC2016)		\$4,071.14
000009010468	01/09/2017	BAN# 9391034901 (T1 - 4-way split)		\$163.01
000009011590	01/09/2017	BAN #9391053742 / Backup lines for Corp Yard		\$38.50
000009010326	01/09/2017	BAN #9391034847 /City-wide system 2096682612957 (Nov-Dec 2016)		\$804.61
Paying Fund		Cash Account		
110 - General Fund		110.11000 (Cash)		\$3,878.11
205 - Sports Facilities		205.11000 (Cash)		\$47.61
217 - Streets - Gas Tax		217.11000 (Cash)		\$3.85
246 - Landscape Assessment		246.11000 (Cash)		\$3.85
255 - CDBG		255.11000 (Cash)		\$41.51
405 - Building		405.11000 (Cash)		\$62.22
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$406.37
420 - WATER		420.11000 (Cash)		\$188.76
426 - Transit - Fixed Route		426.11000 (Cash)		\$68.82
501 - Information Technology		501.11000 (Cash)		\$135.36
502 - Engineering		502.11000 (Cash)		\$104.21
505 - Fleet		505.11000 (Cash)		\$136.59
109968	01/12/2017	Open	AT&T/SBC	\$68.94
Invoice				
FIRE - 1/1/17	01/09/2017	Acct# 233 841-5391 333 1/ Fire Dept		\$64.49
RelayTDD-1/1/17	01/09/2017	Acct# 248 134-2929 655 9/ California Relay Svc TDD		\$4.45
Paying Fund		Cash Account		
110 - General Fund		110.11000 (Cash)		\$68.94
109969	01/12/2017	Open	BOLLINGER INC	\$500.00
Invoice				
1/1/17	01/10/2017	Field Insurance		\$500.00
Paying Fund		Cash Account		
110 - General Fund		110.11000 (Cash)		\$500.00
109970	01/12/2017	Open	CAL TRAFFIC SIGNS INC	\$871.76
Invoice				
18604	01/09/2017	BUS STOP SIGNS		\$871.76

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12/31/16-PR Paying Fund	01/11/2017	Open	12/31/16-PR-Flex med/dep care Cash Account			\$6,595.23 Amount
511 - Health Care			511.11000 (Cash)			\$243,593.63 Amount
109977	01/12/2017	Open	Accounts Payable	COSTCO		\$1,027.88 Amount
Invoice	Date	Description	Amount			
12/26/16 x 8926 Paying Fund	01/09/2017	Stmnt 12/26/16 - Multi-Dept Charges Cash Account	\$1,027.88 Amount			
110 - General Fund		110.11000 (Cash)	\$282.36			
266 - Police Services Grants		266.11000 (Cash)	\$184.72			
270 - Recreation Grants		270.11000 (Cash)	\$560.80			
109978	01/12/2017	Open	Accounts Payable	COUNTRY FORD TRUCKS INC		\$678.19 Amount
Invoice	Date	Description	Amount			
5028264	01/04/2017	AD09-0419 Throttle body and gasket	\$274.98			
5028411	01/04/2017	FR08-286 Pedal	\$149.03			
5028567	01/04/2017	PK02-4216 Differential Pinion, Shaft, Kit Cash Account	\$254.18 Amount			
110 - General Fund		110.11000 (Cash)	\$403.21			
246 - Landscape Assessment		246.11000 (Cash)	\$274.98			
109979	01/12/2017	Open	Accounts Payable	CULLIGAN INC		\$284.37 Amount
Invoice	Date	Description	Amount			
Jan 2017 Paying Fund	01/04/2017	January 2017 Services Cash Account	\$284.37 Amount			
420 - WATER		420.11000 (Cash)	\$284.37			
109980	01/12/2017	Open	Accounts Payable	DENALI WATER SOLUTIONS		\$19,978.69 Amount
Invoice	Date	Description	Amount			
0012708-IN Paying Fund	01/04/2017	11/3/16-11/9/16 BIOSOLIDS REMOVAL Cash Account	\$19,978.69 Amount			
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$19,978.69			
109981	01/12/2017	Open	Accounts Payable	DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT		\$19,457.54 Amount
Invoice	Date	Description	Amount			
ReimbursementNSP Paying Fund	01/10/2017	Reimbursement to HCD for NSP Program Income for Oct-Dec 2016 Cash Account	\$19,457.54 Amount			
258 - Housing Stimulus Funds		258.11000 (Cash)	\$19,457.54			
109982	01/12/2017	Open	Accounts Payable	DIVISION OF THE STATE ARCHITECT		\$57.90 Amount
Invoice	Date	Description	Amount			
OCT-DEC 2016 Paying Fund	01/11/2017	OCT-DEC 2016-DISABILITY ACCESS FEE Cash Account	\$57.90 Amount			

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Invoice	Date	Description	Accounts Payable	EQUIFAX	Amount
109983	01/12/2017	Open	301 - Capital Improvements		\$57.90
Invoice			301.11000 (Cash)		\$10.00
4071864	01/09/2017	EQUIFAX-CREDIT CHECK SERVICES			\$10.00
Paying Fund		Cash Account			Amount
255 - CDBG		255.11000 (Cash)			\$10.00
109984	01/12/2017	Open	FASTENAL COMPANY INC		\$1,383.37
Invoice					Amount
CATUR128078	01/04/2017	Shop supplies for Electrical shop			\$79.77
CATUR128664	01/04/2017	Tools for truck #668 Electrical			\$1,141.56
CATUR128696	01/04/2017	Supplies for streetlight marking USA's			\$35.15
CATUR128926	01/04/2017	Black coated gloves			\$126.89
Paying Fund		Cash Account			Amount
246 - Landscape Assessment		246.11000 (Cash)			\$35.15
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$1,348.22
109985	01/12/2017	Open	FINANCIAL CREDIT NETWORK		\$937.10
Invoice					Amount
FCN-TRUT12-DEC17	01/09/2017	FCN-TRUT12-DECEMBER 2017 COLLECTION FEES			\$877.10
FCN-TRMS12-DEC17	01/09/2017	FCN-TRMS12-DECEMBER 2017 COLLECTION FEES			\$60.00
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$314.88
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$344.79
420 - WATER		420.11000 (Cash)			\$277.43
109986	01/12/2017	Open	GCR TIRES & SERVICE		\$3,440.82
Invoice					Amount
858-25383	01/04/2017	GCR TIRES - TIRES (AKA TIRE DIST SYSTEM)			\$460.66
858-25384	01/04/2017	GCR TIRES - TIRES (AKA TIRE DIST SYSTEM)			\$481.02
858-25385	01/04/2017	GCR TIRES - TIRES (AKA TIRE DIST SYSTEM)			\$481.02
858-25407	01/04/2017	GCR TIRES - TIRES (AKA TIRE DIST SYSTEM)			\$95.07
858-25440	01/04/2017	GCR TIRES - TIRES (AKA TIRE DIST SYSTEM)			\$385.75
858-25441	01/04/2017	GCR TIRES - TIRES (AKA TIRE DIST SYSTEM)			\$460.66
858-25442	01/04/2017	GCR TIRES - TIRES (AKA TIRE DIST SYSTEM)			\$538.32
858-25443	01/04/2017	GCR TIRES - TIRES (AKA TIRE DIST SYSTEM)			\$538.32
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$2,478.98
217 - Streets - Gas Tax		217.11000 (Cash)			\$95.07
246 - Landscape Assessment		246.11000 (Cash)			\$481.02
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$385.75
109987	01/12/2017	Open	GENFARE		\$2,914.90
Invoice					Amount

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90113009 01/05/2017 01/05/2017 SOLE SOURCE ENCODED TRANSIT PASSES FOR ELECTRONIC FARE BOX UNITS \$2,914.90
 Paying Fund Amount
 426 - Transit - Fixed Route Cash Account \$2,914.90
 426.11000 (Cash)

109988 01/12/2017 Open Accounts Payable GOMES & SONS INC, JOE M \$15,200.54

Invoice	Date	Description	Amount
12/01/16-12/31/1	01/09/2017	CUST #24090 - Fuel Expense for	\$14,051.10
187354	01/09/2017	Fuel for Fire #3	\$1,149.44
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$8,415.77
205 - Sports Facilities		205.11000 (Cash)	\$167.45
217 - Streets - Gas Tax		217.11000 (Cash)	\$1,275.76
246 - Landscape Assessment		246.11000 (Cash)	\$1,048.09
405 - Building		405.11000 (Cash)	\$130.11
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$1,226.81
420 - WATER		420.11000 (Cash)	\$568.02
425 - Transit - Dial-A-Ride		425.11000 (Cash)	\$1,771.33
426 - Transit - Fixed Route		426.11000 (Cash)	\$462.89
501 - Information Technology		501.11000 (Cash)	\$45.24
502 - Engineering		502.11000 (Cash)	\$89.07

109989 01/12/2017 Open Accounts Payable GRAINGER INC, W W \$565.02

Invoice	Date	Description	Amount
9304743348	01/04/2017	Reflective numbers for streetlights	\$161.90
9305980709	01/04/2017	Lamps and ballasts to repair lights in plant	\$225.03
9312675722	01/04/2017	Reflective numbers for streetlights	\$178.09
Paying Fund		Cash Account	Amount
246 - Landscape Assessment		246.11000 (Cash)	\$339.99
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$225.03

109990 01/12/2017 Open Accounts Payable HILMAR LUMBER INC \$238.59

Invoice	Date	Description	Amount
170473	01/04/2017	Dust Bowl Flow Meter Parts	\$238.59
171264	01/04/2017	6" Gasket	\$101.92
171267	01/04/2017	Credit on 6" Gasket	(\$101.92)
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$238.59

109991 01/12/2017 Open Accounts Payable HILMAR READY MIX \$139.92

Invoice	Date	Description	Amount
7640	01/04/2017	PORTA-MIX CONCRETE	\$69.96
7646	01/04/2017	PORTA-MIX CONCRETE	\$69.96
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$69.96
420 - WATER		420.11000 (Cash)	\$69.96

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Invoice	Date	Description	Accounts Payable	Amount
109992	01/12/2017	Open	HUB INTL OF CA INS SVC	\$548.36
Invoice				
DECEMBER 2016	01/10/2017	LIABILITY INSURANCE FOR FACILITIES		\$548.36
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$548.36
109993	01/12/2017	Open	ITRON INC	\$2,332.89
Invoice				
434996	01/04/2017	ITRON - MAINTENANCE RENEWAL		\$2,332.89
Paying Fund		Cash Account		Amount
420 - WATER		420.11000 (Cash)		\$2,332.89
109994	01/12/2017	Open	JORGENSEN & CO INC	\$1,062.46
Invoice				
5628744	01/09/2017	MARTY YERBY/COLUMBIA - FIRE EXTINGUISHER MAINTENANCE		\$167.53
5618843	01/09/2017	PF, CNG, WATER & COLLECTIONS, FLEET (ANNUAL CORP YARD INSPECTION		\$534.06
5634718	01/09/2017	FLEET & MAINT - FIRE EXTINGUISHER MAINTENANCE		\$360.87
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$140.61
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$235.65
420 - WATER		420.11000 (Cash)		\$68.11
426 - Transit - Fixed Route		426.11000 (Cash)		\$465.98
505 - Fleet		505.11000 (Cash)		\$152.11
109995	01/12/2017	Open	JUSTUS LAWNMOWER SHOP INC	\$40.00
Invoice				
409900	01/04/2017	JUSTUS - SMALL EQUIPMENT SERVICE AND SUPPLIES		\$20.00
409902	01/04/2017	SP08-4359		\$20.00
Paying Fund		Cash Account		Amount
246 - Landscape Assessment		246.11000 (Cash)		\$40.00
109996	01/12/2017	Open	KEMIRA WATER SOLUTION INC	\$5,005.82
Invoice				
9017526786	01/04/2017	KEMIRA WATER SOLUTIONS INC - FERROUS CHLORIDE		\$5,005.82
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$5,005.82
109997	01/12/2017	Open	LANGUAGE LINE SERVICES	\$10.75
Invoice				
3971066	01/09/2017	Acct #9020101104 - Translation services for Police Department		\$10.75

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Paying Fund	Invoice	Date	Description	Account Type	Amount
110 - General Fund			Cash Account		\$10.75
			110.11000 (Cash)		
109998	01/12/2017	Open		Accounts Payable	LEHIGH HANSON INC
	Invoice				Amount
	1743923	01/03/2017	ASPHALT FOR STREETS		\$74.64
	1747530	01/03/2017	ASPHALT FOR STREETS AND PAVERS		\$76.04
	1747054	01/03/2017	ASPHALT FOR STREETS		\$112.98
	Paying Fund		Cash Account		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		\$244.65
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$19.01
109999	01/12/2017	Open		Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC
	Invoice				Amount
	1530196-20161231	01/09/2017	SKIP TRACING PROGRAM		\$50.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$50.00
110000	01/12/2017	Open		Accounts Payable	MERCED COMMUNITY COLLEGE
	Invoice				Amount
	2892606	12/21/2016	November 2016		\$529.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$368.00
	255 - CDBG		255.11000 (Cash)		\$23.00
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$138.00
110001	01/12/2017	Open		Accounts Payable	MO-CAL OFFICE SOLUTIONS INC
	Invoice				Amount
	AR254072	01/09/2017	FINANCE AP 11/21/16-12/20/16 (TASKALFA3551CI)		\$161.20
	AR254073	01/09/2017	PD RECORDS 11/22/16-12/21/16 (TASKALFA6002I)		\$148.34
	AR254074	01/09/2017	ADMIN SERVICES 11/21/16-12/20/16 (TASKALFA6002I)		\$8.76
	AR254144	01/09/2017	ENGINEERING 11/21/16-12/20/16 (TASKALFA3552CI)		\$32.44
	AR254196	01/09/2017	MUNI ADMIN 11/21/16-12/20/16 (TASKALFA3501I)		\$26.81
	AR254230	01/09/2017	PD OPS 11/22/16-12/21/16 (TASKALFA4501I)		\$24.48
	AR254638	01/09/2017	PD ADMIN 12/01/16-12/31/16 (TASKALFA3500I)		\$47.43
	AR254639	01/09/2017	RECREATION 12/01/16-12/31/16 (TASKALFA4500I)		\$121.16
	AR254640	01/09/2017	FIN AR/SEWERWATER 12/01/16-12/31/16 (TASKALFA3500I)		\$30.34
	AR254641	01/09/2017	PLANNING 12/01/16-12/31/16 (TASKALFA4500I)		\$61.94
	AR254805	01/09/2017	MS ADMIN (SPLIT 3) 12/01/16-12/31/16 (TASKALFA3051CI)		\$81.15
	AR253531	01/09/2017	HR 11/01/16-11/30/16 (TASKALFA3500I)		\$125.09
	AR254959	01/09/2017	HR 12/01/16-12/31/16 (TASKALFA3500I)		\$37.83
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$906.97

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110 - General Fund	110.11000 (Cash)	\$638.87
204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)	\$19.37
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$112.26
420 - WATER	420.11000 (Cash)	\$103.34
502 - Engineering	502.11000 (Cash)	\$32.44
950 - SRWA	950.11000 (Cash)	\$0.69

110002 01/12/2017 Open Accounts Payable MODESTO BEE \$1,919.75

Invoice	Date	Description	Amount
102836787	01/06/2017	Park, Rec & Public Facilities Coordinator, 102836787-12182016	\$546.25
Ad.No.343953	01/09/2017	Advertisement for Public Services 11/30-12/12	\$1,373.50
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$546.25
255 - CDBG		255.11000 (Cash)	\$1,373.50

110003 01/12/2017 Open Accounts Payable NAPA AUTO PARTS \$185.64

Invoice	Date	Description	Amount
673214	01/04/2017	AD06-0419 Hi-thread spark plugs	\$81.97
673273	01/04/2017	ST90-728 Severe Duty	\$16.45
673274	01/04/2017	ST92-750 Severe Duty	\$47.74
673336	01/04/2017	ST92-712 Severe Duty	\$23.03
673350	01/04/2017	ST89-701 Severe Duty	\$16.45
Paying Fund		Cash Account	Amount
217 - Streets - Gas Tax		217.11000 (Cash)	\$103.67
246 - Landscape Assessment		246.11000 (Cash)	\$81.97

110004 01/12/2017 Open Accounts Payable NESTLE WATERS NORTH AMERICA \$378.16

Invoice	Date	Description	Amount
06L0033242330	01/04/2017	11/7/16 - 12/6/16 Services	\$13.40
06L0033242363	01/04/2017	11/7/16-12/6/16 Services	\$126.40
06L0033242389	01/04/2017	11/7/16-12/6/16 Services	\$51.74
06L0033242397	01/04/2017	11/7/16-12/6/16 Services	\$3.48
06L0033258518	01/04/2017	11/7/16-12/6/16 Services	\$104.34
06L0033309543	01/04/2017	11/7/16-12/6/16 Services	\$78.80
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$39.40
246 - Landscape Assessment		246.11000 (Cash)	\$39.40
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$299.36

110005 01/12/2017 Open Accounts Payable NEW FLYER INDUSTRIES CANADA ULC \$1,501.01

Invoice	Date	Description	Amount
81099587	01/04/2017	Cushion Kit Seat	\$195.52
81098625	01/04/2017	Ramp Power Pack Unit	\$440.23
81092298	01/04/2017	Shock Front Orion Bus, Slack Adjuster	\$361.74

Payment Register

From Payment Date: 1/6/2017 - To Payment Date: 1/12/2017

Invoice	Date	Description	Accounts Payable	Amount
81092302	01/04/2017	Rear Brake Kit, Rear Shock Absorber, Washer, Capscrew Washer		\$317.63
81095719	01/04/2017	Pump Discharge Fitting		\$0.15
81096608	01/04/2017	Cash Account		\$185.74
Paying Fund				Amount
426 - Transit - Fixed Route			426.11000 (Cash)	\$1,501.01
110006	01/12/2017	Open	Accounts Payable	\$786.23
Invoice				
8577-228371	01/04/2017	PK13-4410 Oil filter		\$8.59
8577-228582	01/04/2017	ST89-701 Wiper blade		\$9.19
8577-228941	01/04/2017	UT99-675 Idler arm		\$26.34
8577-229070	01/04/2017	UT99-675 Exhaust Bracket		\$10.53
8577-229236	01/04/2017	POL08-1284 Brake rotor and pad		\$123.37
8577-225066	01/04/2017	Batteries		\$608.21
Paying Fund			Cash Account	Amount
110 - General Fund			110.11000 (Cash)	\$131.96
217 - Streets - Gas Tax			217.11000 (Cash)	\$9.19
410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)	\$36.87
426 - Transit - Fixed Route			426.11000 (Cash)	\$608.21
110007	01/12/2017	Open	Accounts Payable	\$1,925.04
Invoice				
595HighSt-1/1/17	01/09/2017	0221941093-9 / 595 High St		\$7.84
R.Boesch-1/1/17	01/09/2017	4388605407-1 / 275 N Orange		\$28.26
Columbia-1/1/17	01/09/2017	6180280303-3 / 600 Columbia St		\$9.04
501EMV-STM1.5.17	01/09/2017	2087893140-9 / 501 E Monte Vista Ave		\$315.61
Senior - 1/7/17	01/09/2017	2890831960-2 / 1191 Cahill St		\$566.37
Fire 1 - 1/7/17	01/09/2017	3159594551-5 / 540 Marshall St		\$622.77
City Hall-1/7/17	01/09/2017	3254375586-5 / 156 S Broadway		\$375.15
Paying Fund			Cash Account	Amount
110 - General Fund			110.11000 (Cash)	\$1,925.04
110008	01/12/2017	Open	Accounts Payable	\$132.16
Invoice				
053616820-3	01/04/2017	PACE SUPPLY - CONTRACT 14-048 PIPE & PIPE FITTINGS		\$132.16
Paying Fund			Cash Account	Amount
420 - WATER			420.11000 (Cash)	\$132.16
110009	01/12/2017	Open	Accounts Payable	\$222.00
Invoice				
2075388	01/09/2017	POLICE RECORDS SHREDDING - DEC 2016		\$22.00
2075389	01/09/2017	POLICE MAIL ROOM SHREDDING - DEC 2016		\$40.00
2075390	01/09/2017	POLICE OPS SHREDDING - DEC 2016		\$54.00
2075391	01/09/2017	POLICE DISPATCH SHREDDING - DEC 2016		\$22.00

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Invoice	Date	Description	Amount
94332	01/09/2017	BUSINESS LICENSE RENEWALS JANUARY 2017	\$1,744.82
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$1,744.82
110016	01/12/2017	Open	
Invoice		Accounts Payable	PRIME SHINE INC
SI-00945	01/09/2017	DECEMBER 2016 - CAR WASHES FOR 11 PD VEHICLES	\$38.50
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$38.50
110017	01/12/2017	Open	
Invoice		Accounts Payable	PROTECH SECURITY/ELEC INC
1818077	01/09/2017	MONTHLY MONITORING CITY HALL-NOV 2016	\$98.00
1818267	01/09/2017	MONTHLY MONITORING PSF - NOV2016	\$490.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$588.00
110018	01/12/2017	Open	
Invoice		Accounts Payable	RAMONT'S TOW SERVICE
214833	01/04/2017	BLT09-1043 Tow from Merced	\$525.00
Paying Fund		Cash Account	Amount
426 - Transit - Fixed Route		426.11000 (Cash)	\$525.00
110019	01/12/2017	Open	
Invoice		Accounts Payable	RANDIK PAPER CO
112930	01/09/2017	Janitorial & Cleaning Supplies	\$565.55
112930A	01/09/2017	Janitorial & Cleaning Supplies	\$68.17
113671	01/09/2017	Janitorial & Cleaning Supplies	\$265.64
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$899.36
110020	01/12/2017	Open	
Invoice		Accounts Payable	RAY MORGAN COMPANY
1458948	01/09/2017	FINANCE CHARGE FOR 12/11/16-12/31/16	\$49.92
1452369	01/09/2017	Printer Usage/Maintenance 11/12/16-12/11/16	\$3,575.76
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$2,924.49
255 - CDBG		255.11000 (Cash)	\$21.07
405 - Building		405.11000 (Cash)	\$31.16
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$97.65
420 - WATER		420.11000 (Cash)	\$99.62
501 - Information Technology		501.11000 (Cash)	\$7.55
502 - Engineering		502.11000 (Cash)	\$444.14

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Invoice	Date	Description	Accounts Payable	RMC WATER AND ENVIRONMENT	Amount
110021	01/12/2017	Open			\$4,263.90
Invoice					
23086	01/04/2017	North Valley Regional Recycled Water Project Pipeline Permitting			\$4,263.90
Paying Fund		Cash Account			
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$4,263.90
110022	01/12/2017	Open			\$5,010.00
Invoice					
N120384	01/04/2017	ID N3669 Permit Fees	SAN JOAQUIN VALLEY		\$4,139.00
N120451	01/04/2017	N5975 Permit fees			\$88.00
N120412	01/04/2017	N4595 Permit Fees			\$525.00
N120452	01/04/2017	N5977 Permit Fees			\$129.00
N120453	01/04/2017	N5979 Permit Fees			\$129.00
Paying Fund		Cash Account			
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$4,139.00
420 - WATER		420.11000 (Cash)			\$871.00
110023	01/12/2017	Open			\$286.26
Invoice					
230202	01/04/2017	AD09-0464 Ignition Coil Assy	SHARPENING SHOP		\$191.64
230287	01/04/2017	Shop cut off saw			\$94.62
Paying Fund		Cash Account			
246 - Landscape Assessment		246.11000 (Cash)			\$191.64
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$94.62
110024	01/12/2017	Open			\$263.45
Invoice					
79180105612	01/09/2017	Shell Fuel - Stmt 12/20/16	SHELL FLEET PLUS		\$263.45
Paying Fund		Cash Account			
110 - General Fund		110.11000 (Cash)			\$263.45
110025	01/12/2017	Open			\$180.40
Invoice					
47263	01/04/2017	SHORE CHEMICAL - SODIUM HYPOCHLORITE 12%	SHORE CHEMICAL COMPANY		\$180.40
Paying Fund		Cash Account			
420 - WATER		420.11000 (Cash)			\$180.40
110026	01/12/2017	Open			\$17,801.60
Invoice					
SLC 10013450	01/04/2017	Liquid Chlorine	SIERRA CHEMICAL CO		(\$4,000.00)
SLC 10013527	01/04/2017	Liquid Chlorine			(\$4,000.00)
SLS 10041983	01/04/2017	Liquid Chlorine			\$6,450.40
SLS 10042108	01/04/2017	Liquid Chlorine			\$6,450.40
SLS 10042317	01/04/2017	Liquid Chlorine			\$12,900.80

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Paying Fund	Invoice	Date	Description	Accounts Payable	Amount
410 - WATER QUALITY CONTROL (WGQC)			Cash Account		\$17,801.60
			410.11000 (Cash)		
110027	01/12/2017	Open		SOUTHWEST SCHOOL &	\$1,627.62
	Invoice				
	PINV0214077	12/23/2016	JV-SOUTHWEST-BROWN		\$544.15
	PINV0214092	12/23/2016	JV-SOUTHWEST-CROWELL		\$107.45
	PINV0214546	12/23/2016	JV-SOUTHWEST-CUNNINGHAM		\$42.55
	PINV0214715	12/23/2016	JV-SOUTHWEST-OSBORN		\$380.51
	PINV0214990	12/23/2016	JV-SOUTHWEST-WAKEFIELD		\$37.71
	PINV0216392	12/23/2016	JV-SOUTHWEST-WAKEFIELD		\$515.25
	Paying Fund		Cash Account		Amount
	270 - Recreation Grants		270.11000 (Cash)		\$1,627.62
110028	01/12/2017	Open		ST BOARD OF EQUALIZATION	\$673.68
	Invoice				
	OCT-DEC 2016	01/12/2017	OCT-DEC 2016 non-bus CNG Fuel tax		\$673.68
	Paying Fund		Cash Account		Amount
	505 - Fleet		505.11000 (Cash)		\$673.68
110029	01/12/2017	Open		ST FRANCIS ELECTRIC INC	\$14,600.00
	Invoice				
	1663407	01/04/2017	Geer & Regis Cabinet Replacement		\$14,600.00
	Paying Fund		Cash Account		Amount
	216 - Streets - Local Transportation		216.11000 (Cash)		\$14,600.00
110030	01/12/2017	Open		STANISLAUS CO PLANNING	\$2,182.14
	Invoice				
	12/21/2016	01/09/2017	STANISLAUS COUNTY HOME CONSORTIUM FY2016-2017		\$2,182.14
	Paying Fund		Cash Account		Amount
	256 - Stanislaus Housing Consortium		256.11000 (Cash)		\$2,182.14
110031	01/12/2017	Open		STANISLAUS REGIONAL TRANS	\$985.00
	Invoice				
	OCT-DEC 2016	01/10/2017	OCT 2016-DEC 2016 TRANSIT SALES		\$985.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$985.00
110032	01/12/2017	Open		STANTEC CONSULTING INC	\$8,662.43
	Invoice				
	1142125	01/09/2017	ALP UPDATE SERVICES		\$322.00
	1142110	01/09/2017	AIRPORT OBSTRUCTION SURVEY		\$8,340.43
	Paying Fund		Cash Account		Amount
	401 - Airport		401.11000 (Cash)		\$8,662.43

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Invoice	Date	Description	Accounts Payable	SWRCB ACCOUNTING OFFICE	Amount
110033	01/12/2017	Open	STATE WATER RESOURCE CTNL		\$70.00
Invoice					
29403	12/21/2016	Albert Pinedo Jr. Distribution Certification Renewal			\$70.00
Paying Fund		Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$70.00
110034	01/12/2017	Open			\$1,046.50
Invoice					
RW-1008059	01/04/2017	No. 5090019 Recycled Water Review			\$1,046.50
Paying Fund		Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$1,046.50
110035	01/12/2017	Open			\$221,356.79
Invoice					
PO 218 - 1/12/17	01/09/2017	Multiple COT Accounts paid on PO 218			\$6,721.81
12/31/16-PSF	01/09/2017	000208-022041-0003/ 244 N Broadway (PSF)			\$10,236.91
01.03.17 slmt	01/09/2017	000208-012362-0008/ 901 S Walnut (Water Treatment Facility)			\$129,687.36
1.3.17 slmt	01/09/2017	000208-000000-0167 (Well Pump Stations)			\$59,146.25
slmt 01.03.17	01/09/2017	000208-000000-0168 (Sewer Pump Stations)			\$2,922.89
STMT 1.3.17	01/09/2017	000208-000000-0169 (Storm Pump Stations)			\$6,802.66
01.07.2017slmt	01/09/2017	000208-101910-0002 / Harding Darin Pump Station			\$5,838.91
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$13,281.27
216 - Streets - Local Transportation		216.11000 (Cash)			\$1,707.31
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$145,251.82
420 - WATER		420.11000 (Cash)			\$59,146.25
426 - Transit - Fixed Route		426.11000 (Cash)			\$374.23
505 - Fleet		505.11000 (Cash)			\$1,595.91
110036	01/12/2017	Open			\$14.43
Invoice					
41158	01/04/2017	PK13-4410 MNPT fitting, crimp fee			\$14.43
Paying Fund		Cash Account			Amount
110 - General Fund		110.11000 (Cash)			\$14.43
110037	01/12/2017	Open			\$283.27
Invoice					
APN 087001059	01/04/2017	Statement of Assessment 2017			\$10.14
APN 044015008	01/04/2017	Statement of Assessment 2017			\$79.38
2016 Irrigation	01/04/2017	2016 Irrigation Water Use Statement			\$193.75
Paying Fund		Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$283.27
110038	01/12/2017	Open			\$5,000.00
Invoice					
APN 087001059	01/04/2017	Statement of Assessment 2017			\$10.14
APN 044015008	01/04/2017	Statement of Assessment 2017			\$79.38
2016 Irrigation	01/04/2017	2016 Irrigation Water Use Statement			\$193.75
Paying Fund		Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$283.27
110039	01/12/2017	Open			\$5,000.00
Invoice					
APN 087001059	01/04/2017	Statement of Assessment 2017			\$10.14
APN 044015008	01/04/2017	Statement of Assessment 2017			\$79.38
2016 Irrigation	01/04/2017	2016 Irrigation Water Use Statement			\$193.75
Paying Fund		Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$283.27

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Invoice	Date	Description	Amount
12061	01/04/2017	December 2016 Consulting Services	\$5,000.00
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$2,500.00
420 - WATER		420.11000 (Cash)	\$2,500.00
110039	01/12/2017	Open	\$232.65
Invoice		Accounts Payable	TURF STAR
6960145-00	01/04/2017	Belts	Amount
Paying Fund		Cash Account	\$232.65
110 - General Fund		110.11000 (Cash)	Amount
			\$232.65
110040	01/12/2017	Open	\$163.25
Invoice		Accounts Payable	TURLOCK CITY TOW INC
91214	01/09/2017	PD - EVIDENCE TOW	Amount
Paying Fund		Cash Account	\$163.25
110 - General Fund		110.11000 (Cash)	Amount
			\$163.25
110041	01/12/2017	Open	\$19,931.50
Invoice		Accounts Payable	TURLOCK SCAVENGER/SWEEPING
NOVEMBER 30 2016	01/09/2017	STREET SWEEPING	Amount
Paying Fund		Cash Account	\$19,931.50
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	Amount
			\$19,931.50
110042	01/12/2017	Open	\$7,980.10
Invoice		Accounts Payable	UNIVAR USA INC
SJ792656	01/04/2017	UNIVAR - SODIUM BISULFITE CONTRACT NO 13-108	Amount
			\$3,990.05
SJ792655	01/04/2017	UNIVAR - SODIUM BISULFITE CONTRACT NO 13-108	Amount
			\$3,990.05
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$7,980.10
110043	01/12/2017	Open	\$585.93
Invoice		Accounts Payable	VALLEY FARM SUPPLY STORES INC
H102915	01/04/2017	STIHL BACK PACK BLOWER BR350	Amount
Paying Fund		Cash Account	\$585.93
420 - WATER		420.11000 (Cash)	Amount
			\$585.93
110044	01/12/2017	Open	\$5,693.09
Invoice		Accounts Payable	VISION SERVICE PLAN CA
JAN 17 PREM	01/11/2017	VSP - JANUARY 2017 PREMIUMS	Amount
			\$1,619.87
DEC 2016 CLAIMS	01/11/2017	VSP - DECEMBER 2016 CLAIMS	Amount
			\$4,073.22
Paying Fund		Cash Account	Amount
511 - Health Care		511.11000 (Cash)	\$5,693.09

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Invoice	Date	Description	Accounts Payable	Amount
110045	01/12/2017	Open	VWR INTERNATIONAL INC	\$1,796.42
8046615031	01/04/2017	VWR INTERNATIONAL INC-HACH HQ40D METER AND LDO PROBE 5M		\$751.78
8046711102	01/04/2017	VWR INTERNATIONAL INC-HACH HQ40D METER AND LDO PROBE 5M		\$1,044.64
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$1,796.42
110046	01/12/2017	Open	WARDEN'S OFFICE INC	\$49.72
1917915-0	01/09/2017	Name Plates/Bert & Crystal		\$49.72
Paying Fund		Cash Account		Amount
255 - CDBG		255.11000 (Cash)		\$49.72
110047	01/12/2017	Open	WILLEY PRINTING CO	\$1,300.12
122377	01/05/2017	FLYERS -TRANSIT BUS LINE SERVICE		\$1,300.12
Paying Fund		Cash Account		Amount
426 - Transit - Fixed Route		426.11000 (Cash)		\$1,300.12
110048	01/12/2017	Open	Brewer, James	\$171.07
TR4062PerDiemJB	01/11/2017	TR4062 Per Diem-Rental Car reimb. Extradiation- Corpus Christ, TX		\$171.07
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$171.07
110049	01/12/2017	Open	BROWN, LINDA	\$500.00
Refund		CHRISTMAS TREE LOT DEPOSIT REFUND		\$500.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$500.00
110050	01/12/2017	Open	Cervenka, Neil	\$98.00
TR4059PerDiemNC	01/09/2017	TR4059 Per Diem for NCervenka for Public Records Act Training		\$98.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$98.00
110051	01/12/2017	Open	Christy, Linda	\$130.00
TR4022PerDiemLC	12/19/2016	TR4022 Per Diem for LChristy for IAPE Training		\$130.00
Paying Fund		Cash Account		Amount
110 - General Fund		110.11000 (Cash)		\$130.00

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Invoice	Date	Description	Accounts Payable	Amount
110052	01/12/2017	Open		
Invoice	12/16/2016	TR4016 Per Diem for Sherman Block SLI for SCrawford Cash Account	Crawford, Steve	\$162.00
Paying Fund		110.11000 (Cash)		\$162.00
110053	01/12/2017	Open		
Invoice	01/09/2017	TR 4052 League of CA Cities-Per diem/mileage Cash Account	ESQUER, GIL	\$188.27
Paying Fund		110.11000 (Cash)		\$188.27
110054	01/12/2017	Open		
Invoice	01/09/2017	TR4055 Per Diem for AFortado for Police Budget Academy Cash Account	Fortado, Amanda	\$222.00
Paying Fund		110.11000 (Cash)		\$222.00
110055	01/12/2017	Open		
Invoice	12/19/2016	TR4051 Per Diem for Plnderbitzen for ICI Child Abuse Invest. Cash Account	Inderbitzen, Paul	\$220.00
Paying Fund		110.11000 (Cash)		\$220.00
110056	01/12/2017	Open		
Invoice	12/19/2016	TR4053 Per Diem for Plnderbitzen for ICI Sexual Assault Invest. Cash Account	Inderbitzen, Paul	\$220.00
Paying Fund		110.11000 (Cash)		\$220.00
110057	01/12/2017	Open		
Invoice	12/19/2016	TR4053 Per Diem for CLewis for ICI Sexual Assault Invest. Cash Account	Lewis, Cliff	\$220.00
Paying Fund		110.11000 (Cash)		\$220.00
110058	01/12/2017	Open		
Invoice	12/19/2016	TR4051 Per Diem for CLewis for ICI Child Abuse Invest. Cash Account	Lewis, Cliff	\$220.00
Paying Fund		110.11000 (Cash)		\$220.00

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Invoice	Date	Description	Accounts Payable	Amount
110059	01/12/2017	Open	110.11000 (Cash)	\$220.00
Invoice			Accounts Payable	
			OROZCO, JC	\$500.00
110060	01/12/2017	Open	110.11000 (Cash)	\$393.00
Invoice			Accounts Payable	
			PMW Associates	\$393.00
110061	01/12/2017	Open	110.11000 (Cash)	\$174.00
Invoice			Accounts Payable	
			Quiroga, Elizabeth	\$174.00
110062	01/12/2017	Open	110.11000 (Cash)	\$84.00
Invoice			Accounts Payable	
			Rodriguez, Joey	\$84.00
110063	01/12/2017	Open	110.11000 (Cash)	\$190.00
Invoice			Accounts Payable	
			Stanislaus County Police Activities League	\$190.00
110064	01/12/2017	Open	110.11000 (Cash)	\$246.00
Invoice			Accounts Payable	
			Tosta, Jason	\$246.00
110065	01/12/2017	Open	110.11000 (Cash)	\$500.00
Invoice			Accounts Payable	
			TRACY, KIRK	\$500.00

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Invoice	Date	Description	Accounts Payable	Turlock Community Theatre	Amount
110066	01/12/2017	Open			\$500.00
	01/03/2017	Facility Rental Deposit			\$500.00
		Cash Account			Amount
		110.11000 (Cash)			\$500.00
110067	01/12/2017	Open			\$250.00
	01/05/2017	Special Event Deposit Refund			\$250.00
		Cash Account			Amount
		110.11000 (Cash)			\$250.00
110068	01/12/2017	Open			\$220.00
	12/19/2016	TR4053 Per Diem for J.Watson for ICI Sexual Assault Invest.			\$220.00
		Cash Account			Amount
		110.11000 (Cash)			\$220.00
110069	01/12/2017	Open			\$200.00
	01/11/2017	WE CARE PROGRAM DEPOSIT REFUND			\$200.00
		Cash Account			Amount
		110.11000 (Cash)			\$200.00
110070	01/12/2017	Open			\$226.00
	01/11/2017	TR4054 Per Diem for SWebb for Mgt Course B			\$226.00
		Cash Account			Amount
		110.11000 (Cash)			\$226.00

Type Check Totals: 140 Transactions \$707,470.41

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	140	\$707,470.41	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	140	\$707,470.41	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	140	\$707,470.41	\$0.00

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Reconciled	0	\$0.00	\$0.00
Voided	0	\$0.00	\$0.00
Stopped	0	\$0.00	\$0.00
Total	140	\$707,470.41	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	140	\$707,470.41	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	140	\$707,470.41	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	140	\$707,470.41	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	140	\$707,470.41	\$0.00



- 1. **CALL TO ORDER** - Mayor Soiseth called the meeting to order at 5:00 p.m.
PRESENT: Councilmembers Gil Esquer, Bill DeHart, Amy Bublak, Matthew Jacob, and Mayor Gary Soiseth.
ABSENT: None
- 2. **PUBLIC PARTICIPATION:** None
- 3. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:** None
- 4. **MAYOR AND CITY COUNCIL POLICY GOALS AND IMPLEMENTATION PLAN WORKSHOP:**
Council will review, discuss, and make updates/modifications to the 2015-2019 City of Turlock Mayor and City Council Policy Goals and Implementation Plan.

City Manager Gary R. Hampton provided an overview of the workshop including review of the existing Policy Goals and Implementation Plan to reaffirm core values, strategic values, and the seven (7) organizational policy goals, review of the Master Progress Report to discuss areas that are behind schedule or have been stopped and to reaffirm interest in those items, and an open-discussion regarding new strategies or tasks based on a district perspective.

Council and staff discussed this item.

City Manager Gary R. Hampton concluded the workshop after review of Policy Goals 1-3 and recommended Council schedule a future meeting to discuss Policy Goals 4-7. Mayor Soiseth noted he will schedule a follow-up meeting.

Action: No formal action taken during the Special City Council meeting. Updates to the City of Turlock Mayor and City Council Policy Goals and Implementation Plan will be agendized as a Scheduled Matters item at a Regular City Council meeting on a later date.

5. **ADJOURNMENT:**

Motion by Councilmember Bublak, seconded by Councilmember Jacob, to adjourn the special meeting at 6:05 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Jennifer Land
City Clerk





JANUARY 24, 2017
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Regular Meeting
Turlock City Council

- 1. **A. CALL TO ORDER** – Mayor Soiseth called the meeting to order at 6:12 p.m.
PRESENT: Councilmembers Gil Esquer, Bill DeHart, Amy Bublak, Matthew Jacob, and Mayor Gary Soiseth.
ABSENT: None

B. SALUTE TO THE FLAG

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

- A. Mayor Soiseth presented a Proclamation to Fusion Charter Principal Susan Nisan and Student Council in honor of School Choice Week 2017. Principal Nisan thanked the Mayor and the Council, spoke about School Choice Week, and introduced students and parents in attendance. A student spoke about his positive experiences at Fusion Charter.
- B. Mayor Soiseth recommended that Kristin Bettencourt be appointed to fill a vacancy on the Planning Commission for a term set to expire on December 31, 2018.

Action: Motion by Councilmember Esquer, seconded by Councilmember DeHart, appointing Kristin Bettencourt to fill a vacancy on the Planning Commission for a term set to expire on December 31, 2018. Motion carried 5/0 by the following vote:

Councilmember Esquer	Councilmember DeHart	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

- C. Mayor Soiseth recommended that Taryn Muralt, Meggan M. Jordan, Anokeen Varani, Manuel J. Jimenez, Jr., and Tyler S. Schafer be appointed as Community Member Representatives to the CDBG Grant Selection Committee.

Action: Motion by Councilmember DeHart, seconded by Councilmember Esquer, appointing Taryn Muralt, Meggan M. Jordan, Anokeen Varani, Manuel J. Jimenez, Jr., and Tyler S. Schafer as Community Member Representatives to the CDBG Grant Selection Committee. Motion carried 5/0 by the following vote:

Councilmember Esquer	Councilmember DeHart	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes





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

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

Councilmember Esquer	Councilmember DeHart	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

E. Municipal Services Director Michael Cooke introduced Merced College Workplace Learning Resource Center Contract Training Coordinator Terry Plett who provided information about the Customer Service Academy, thanked the Mayor and Council for the opportunity to serve employees, and commended Allison Martin for her efforts in assisting with the program.

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

B. STAFF UPDATES

1. Pet of the Month

Animal Control Supervisor Glena Jackson thanked the community for their support with pet adoptions throughout the holidays, provided information about adoption fees for Pet of the Month sponsored by Turlock Management Association – Public Safety (TMAPS), the December Pet of the Month being adopted by a family in Oregon, the current Pet of the Month #12-24 being adopted last week, “Stop that Loving Feeling Spay/Neuter Program” promotion offered throughout the month of February, and contact information, location, and hours of the Turlock Animal Shelter.

2. Public Safety Briefing

Acting Police Chief Amirfar presented a synopsis of the fourth-quarter report including top 3 calls for service, improvements in response times for priority 1 crimes compared to December 2015, increase in amount of service reports written and a decrease in service calls, decrease in officer involved use of force and increase in arrests, social media and educational efforts, decrease in vehicle burglaries at Monte Vista Crossings, part 1 crimes, and reduced crime rate compared to 2015. Acting Police Chief Amirfar also commended staff for their efforts.

Council discussed this item.

Fire Chief Robert Talloni presented statistical information regarding calls for service during December 13, 2016 to January 18, 2017, call incident types, operational highlights, fire prevention efforts, and calls of note/interest.

Council discussed this item.



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3. Welcome to Turlock Sign

Parks, Recreation and Public Facilities Manager Erik Schulze presented a photograph image of the new Welcome to Turlock sign recently installed at Pedretti Park as a joint effort between the City of Turlock and California State University Stanislaus to enhance the Town and Gown initiative and focus on promoting the community.

Council discussed this item.

C. PUBLIC PARTICIPATION: None

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

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

Councilmember Esquer	Councilmember DeHart	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

C. DISCLOSURE OF TOP TEN/MAXIMUM CONTRIBUTORS

Mayor Soiseth noted a green sheet for this item.

5. CONSENT CALENDAR:

Mayor Soiseth noted the Resolution action for Item 5I would be removed from the agenda.

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

Councilmember Esquer	Councilmember DeHart	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

- A. **Resolution No. 2017-015:** Accepting Demands of 12/15/16 in the amount \$846,471.39
- B. **Motion:** Accepting Minutes of Special Meeting January 10, 2017, Minutes of Regular Meeting of January 10, 2017, and Minutes of Special Meeting of January 12, 2017
- C. **Motion:** Approving Contract Change Order No. 2, in the amount of \$11,004.91 (Fund 269), for City Project No. 15-43 "Montana Neighborhood Park," bringing the contract total to \$596,741.64
- D. 1. **Motion:** Approving Contract Change Order No. 1 (Final), in the amount of \$12,301.35 (Fund 217), for City Project No. 16-67 "Monte Vista Avenue and Golden State Boulevard Railroad Crossing," bringing the contract total to \$83,831.35



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- 2. Motion: Accepting improvements for City Project No. 16-67 "Monte Vista Avenue and Golden State Boulevard Railroad Crossing" and authorizing the City Engineer to file a Notice of Completion
- 3. **Resolution No. 2017-016**: Appropriating \$15,000 to account number 217-50-511.51270 "Construction Project" to be funded from Fund 217 "Section 2103 Gas Tax" reserves for City Project No. 16-67 "Monte Vista Avenue and Golden State Boulevard Railroad Crossing" to complete the necessary funding required for this project
- E. Motion: Approving the Kayla Bernardi Bee Positive 5K Fun Run/Walk event utilizing the public right-of-way (sidewalks), to be held primarily at Joe Debely Stadium, hosted by the Kayla Bernardi Bee Positive Foundation, on Saturday, January 28, 2017 from 8:00 a.m. to 10:30 a.m., and authorizing the City Manager to apply appropriate conditions and restrictions to the event
- F.
 - 1. **Resolution No 2017-017**: Approving standardization of ultrasonic water meters for the City of Turlock fixed network Automated Meter Reading system, for the purchase of three-inch (3") and larger commercial and industrial Master Meter ultrasonic water meters and parts from HD Supply Waterworks Ltd., without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(6)
 - 2. Motion: Approving an Agreement with HD Supply Waterworks Ltd. for the purchase of three-inch (3") and larger commercial and industrial Master Meter ultrasonic water meters and parts, for the City of Turlock fixed network Automated Meter Reading system, in an annual amount not to exceed \$75,000
- G. Motion: Approving an Agreement between the City of Turlock and Parking Management Bureau to provide parking citation processing for the Turlock Police Department, with a set fee structure based on the number of citations issued
- H. **Resolution No. 2017-018**: Rescinding Resolution No. 2015-170 and adopting a new Resolution amending the City of Turlock Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures
- I.
 - 1. Motion: Approving an Agreement with Downey Brand Attorneys LLP for specialized legal services, in an annual amount not to exceed \$60,000, and authorizing the Mayor or City Manager of the City of Turlock to execute other agreements for specialized legal services that have been approved as to form by the City Attorney
 - 2. Resolution: *Removed from the agenda.*
- J. **Resolution No. 2017-019**: Authorizing the City Manager to appoint an Interim Administrative Services Director effective immediately and approving the agreed upon conditions of employment as detailed in Exhibit A

6. FINAL READINGS:

- A. **Ordinance No. 1226-CS**, Amending Turlock Municipal Code Title 4, Chapter 7, Article 14, Section 02 regarding altered speed limits, as introduced on January 10, 2017 was passed and adopted 5/0 by the following vote:

Councilmember Esquer	Councilmember DeHart	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes





B. **Ordinance No. 1227-CS**, Amending Turlock Municipal Code Title 8, Chapter 1, Article 1, Section 02, Subsection (a) regarding Adoption; Title 8, Chapter 1, Article 1, Section 03, Subsection (a) regarding Finding of Necessity For Stricter Standard; Title 8, Chapter 1, Article 1, Section 04, Subsections (f), (g), (h), (i), (p), (q) and (r) regarding Amendments, Additions and Deletions to the California Building Code; Title 8, Chapter 1, Article 1, Section 05 regarding Amendments, Additions and Deletions to the California Residential Code; Title 8, Chapter 1, Article 1, Section 06 regarding Amendments, Additions and Deletions to the California Mechanical Code; Title 8, Chapter 1, Article 1, Section 07 regarding Amendments, Additions and Deletions to the California Plumbing Code; Title 8, Chapter 2, Section 02 Regarding Adoption of the Electrical Code of the City Of Turlock; Title 8, Chapter 2, Section 07 regarding Special Requirements: Residential; Title 8, Chapter 2, Section 08 regarding Special Requirements: Commercial and Industrial Buildings; Title 8, Chapter 5, Article 1, Section 02 regarding Adoption of the Plumbing Code of the City of Turlock; Title 8, Chapter 5, Article 1, Section 03 regarding Administrative Authority; Title 8, Chapter 6, Article 1, Section 02 regarding Adoption of the Mechanical Code of the City of Turlock, as introduced on January 10, 2017 was passed and adopted 5/0 by the following vote:

Councilmember Esquer	Councilmember DeHart	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

C. **Ordinance No. 1228-CS**, Adding Turlock Municipal Code Title 6, Chapter 5, Article 3, Section 04 entitled Excessive Water Use Targets and Penalties; Title 6, Chapter 5, Article 3, Section 05 entitled Appeal; and Title 6, Chapter 5, Article 3, Section 06 entitled Appeal Hearing Request, as introduced on January 10, 2017 was passed and adopted 4/1 by the following vote:

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

D. **Ordinance No. 1229-CS**, Amending Turlock Municipal Code Title 4, Chapter 2, creating Article 1, entitled Turlock Disaster Council, using existing Sections 01 through 08 and adding Article 2, entitled Stanislaus Disaster Council, as introduced on January 10, 2017 was passed and adopted 5/0 by the following vote:

Councilmember Esquer	Councilmember DeHart	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

E. **Ordinance No. 1230-CS**, Amending Turlock Municipal Code Title 5, Chapter 21, regarding Medical and Nonmedical Marijuana Regulations, creating Article 1 entitled Medical Marijuana Regulations, using existing Sections 01 through 04, creating Article 2 entitled Nonmedical Marijuana Regulations, and amending Title 3, Chapter 1, Article 1, Section 01 regarding Statement and purpose of chapter: Prohibitions, as introduced on January 10, 2017 was passed and adopted 5/0 by the following vote:

Councilmember Esquer	Councilmember DeHart	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes



7. PUBLIC HEARINGS: None

8. SCHEDULED MATTERS:

- A. City Manager Gary R. Hampton presented the staff report on the request to accept and consent to the City Manager's appointment of Ninus C. Amirfar to the position of Chief of Police for the City of Turlock Police Department, effective January 24, 2017.

Mayor Soiseth opened public participation.

A member of the public spoke about this item.

Mayor Soiseth closed public participation.

Council discussed this item.

Action: **Resolution No. 2017-020:** Accepting and consenting to the City Manager's appointment of Ninus C. Amirfar to the position of Chief of Police for the City of Turlock Police Department, effective January 24, 2017 as introduced by Councilmember Bublak, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

Councilmember Esquer	Councilmember DeHart	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

- B. Development Services Director Mike Pitcock presented the staff report on the request to determine City Project No. 16-73 "City Hall Renovation" is exempt from the provisions of California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines AND approve the advertisement for construction bids for City Project No. 16-73 "City Hall Renovation".

Staff discussed this item.

Mayor Soiseth opened public participation.

A member of the public spoke about this item.

Mayor Soiseth closed public participation.



Action: **Resolution No. 2017-021:** Determining City Project No. 16-73 "City Hall Renovation" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines as introduced by Councilmember Bublak, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

Councilmember Esquer	Councilmember DeHart	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

Motion by Councilmember Jacob, seconded by Councilmember Bublak Approving the advertisement for construction bids for City Project No. 16-73 "City Hall Renovation". Motion carried 5/0 by the following vote:

Councilmember Esquer	Councilmember DeHart	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

Councilmember Jacob stepped down from the dais at 7:15 p.m.

- C. Parks, Recreation and Public Facilities Manager Erik Schulze presented the staff report on the request to designate the annual California State University Stanislaus Tournament of Champions softball tournament a City Co-Sponsored event for three (3) years beginning in 2017 AND appropriate \$5,000 to account number 120-10-120.47317 "City Sponsored Special Events" from Fund 120 "Tourism" reserve balance in Fiscal Year 2016-17 to offset facility rental costs at Pedretti Park for the California State University Stanislaus Tournament of Champions softball tournament and authorize the City Manager to allocate co-sponsorship funds not to exceed \$10,000 annually for three (3) years beginning in Fiscal Year 2017-18.

Council and staff discussed this item.

California State University Stanislaus Athletic Director Mike Matoso spoke about this item.

Councilmember Jacob returned to the dais at 7:19 p.m.

Mayor Soiseth opened public participation. No one spoke. Mayor Soiseth closed public participation.

Action: **Resolution No. 2017-022:** Designating the annual California State University Stanislaus Tournament of Champions softball tournament a City Co-Sponsored event for three (3) years beginning in 2017 as introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

Councilmember Esquer	Councilmember DeHart	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes





Resolution No. 2017-023: Appropriating \$5,000 to account number 120-10-120.47317 "City Sponsored Special Events" from Fund 120 "Tourism" reserve balance in Fiscal Year 2016-17 to offset facility rental costs at Pedretti Park for the California State University Stanislaus Tournament of Champions softball tournament and authorizing the City Manager to allocate co-sponsorship funds not to exceed \$10,000 annually for three (3) years beginning in Fiscal Year 2017-18 as introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

Councilmember Esquer	Councilmember DeHart	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

- D. Municipal Services Director Michael Cooke presented the staff report on the request to award RFP No. 16-380 and approve a Professional Services Agreement between the City of Turlock and Carollo Engineers for Professional Engineering Design and Construction Bidding Services for the Turlock portion of the North Valley Regional Recycled Water Program, in an amount not to exceed \$1,263,307 from account number 410-51-530.43340 "North Valley Regional Recycled Water Project" AND appropriate \$1,263,307 to account number 410-51-530.43340 "North Valley Regional Recycled Water Project" from Fund 410 Sewer Enterprise Operating Reserves to fully fund Professional Engineering Design and Construction Bidding Services for the Turlock portion of the North Valley Regional Recycled Water Program and transfer the appropriation to a separate general ledger fund once created.

Council and staff discussed this item.

Mayor Soiseth opened public participation.

Del Puerto Water District General Manager Anthea Hansen spoke about this item.

Mayor Soiseth closed public participation.

Action: Motion by Councilmember DeHart, seconded by Councilmember Bublak Awarding RFP No. 16-380 and approving a Professional Services Agreement between the City of Turlock and Carollo Engineers for Professional Engineering Design and Construction Bidding Services for the Turlock portion of the North Valley Regional Recycled Water Program, in an amount not to exceed \$1,263,307 from account number 410-51-530.43340 "North Valley Regional Recycled Water Project". Motion carried 5/0 by the following vote:

Councilmember Esquer	Councilmember DeHart	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes





Resolution No. 2017-024: Appropriating \$1,263,307 to account number 410-51-530.43340 "North Valley Regional Recycled Water Project" from Fund 410 Sewer Enterprise Operating Reserves to fully fund Professional Engineering Design and Construction Bidding Services for the Turlock portion of the North Valley Regional Recycled Water Program and transferring the appropriation to a separate general ledger fund once created as introduced by Councilmember DeHart, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

Councilmember Esquer	Councilmember DeHart	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

- E. Assistant to the City Manager for Economic Development/Housing Program Services Maryn Pitt presented the staff report on the request to award RFP No. 16-373 and approve a Professional Services Agreement with Applied Development Economics (ADE) of Walnut Creek to update the City of Turlock Economic Development Strategic Plan, in an amount not to exceed \$86,750 AND appropriate \$86,750 to account number 120-10-120.43288 "Economic Development Strategic Plan" from Fund 120 Transient Occupancy Tax unallocated reserves to fund an update to the City of Turlock Economic Development Strategic Plan.

Council discussed this item.

Ms. Pitt introduced the President of Applied Development Economics Doug Svensson who presented information about the scope of work and deliverables for the project.

Council and staff discussed this item.

Mayor Soiseth opened public participation. No one spoke. Mayor Soiseth closed public participation.

Action: Motion by Councilmember Jacob, seconded by Councilmember DeHart Awarding RFP No. 16-373 and approving a Professional Services Agreement with Applied Development Economics (ADE) of Walnut Creek to update the City of Turlock Economic Development Strategic Plan, in an amount not to exceed \$86,750. Motion carried 5/0 by the following vote:

Councilmember Esquer	Councilmember DeHart	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes



Resolution No. 2017-025: Appropriating \$86,750 to account number 120-10-120.43288 "Economic Development Strategic Plan" from Fund 120 Transient Occupancy Tax unallocated reserves to fund an update to the City of Turlock Economic Development Strategic Plan as introduced by Councilmember Jacob, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

Councilmember Esquer	Councilmember DeHart	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

- F. Principal Civil Engineer Nathan Bray presented the staff report on the request to approve the proposed Succession Plan for the City of Turlock to identify and develop internal staff with the potential to fill leadership positions within the organization in a judicious manner as they become available.

Council and staff discussed this item.

Mayor Soiseth opened public participation. No one spoke. Mayor Soiseth closed public participation.

Action: **Resolution No. 2017-026:** Approving the proposed Succession Plan, with an amendment clarifying participation in the program does not guarantee promotion, for the City of Turlock to identify and develop internal staff with the potential to fill leadership positions within the organization in a judicious manner as they become available as introduced by Councilmember Esquer, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

Councilmember Esquer	Councilmember DeHart	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

- G. City Manager Gary R. Hampton presented the staff report on the request to amend the City of Turlock Fiscal Year 2016-17 General and Non-General Fund Budgets.

Senior Accountant Marie Lorenzi presented information regarding General Fund revenues, expenditure summary, revenues vs. expenditures, and reserves.

Mayor Soiseth stepped down from the dais at 8:21 p.m.

Mayor Soiseth returned to the dais at 8:24 p.m.

Councilmember Bublak stepped down from the dais at 8:26 p.m.

Councilmember Bublak returned to the dais at approximately 8:30 p.m.

Senior Accountant Julie Burke provided information about the recommended budget augmentations for the General and Non-General Funds.

Council and staff discussed this item.

Mayor Soiseth opened public participation. No one spoke. Mayor Soiseth closed public participation.

Action: **Resolution No. 2017-027:** Amending the City of Turlock Fiscal Year 2016-17 General and Non-General Fund Budgets as introduced by Councilmember Jacob, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

Councilmember Esquer	Councilmember DeHart	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

9. NON-AGENDA ITEMS: None

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

Councilmember Bublak requested the City Manager follow-up with CSUS Athletic Director Matoso regarding summer and master swim programs.

11. COUNCIL COMMENTS:

Councilmember DeHart provided information about his recent attendance at a League of California Cities Policy Committee meeting including insight on the Governor’s proposed budget for the upcoming year and noted he represents the City as Vice Chair at these meetings.

Councilmember Bublak spoke about her recent attendance at the Turlock Firefighter’s Crab Feed and encouraged attendance next year.

City Manager Gary R. Hampton requested the Mayor make a public announcement regarding his upcoming leave of absence and the appointment of the City Attorney to Interim City Manager. Mayor Soiseth provided information about Council’s action and support for City Attorney Phaedra A. Norton to serve as the Interim City Manager.

Mayor Soiseth provided information about his recent attendance at the US Conference of Mayors where he spoke about the Surface Water Supply and Recycled Water Projects. Mayor Soiseth also spoke about other topics of interest including alternate modes of transportation such as Uber hot spots and bike/ride sharing programs and noted his desire to develop a pilot project to address these issues.

Councilmember Esquer spoke about his recent attendance at the League of California Cities Conference in Sacramento where he obtained a lot of information and met several elected officials from throughout the state.

Motion by Councilmember Bublak, seconded by Councilmember Jacob, to adjourn to the Successor Agency Meeting at 8:49 p.m. Motion carried unanimously.

Mayor Soiseth reconvened the regular meeting at 8:55 p.m.

12. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Item.

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

Action: No reportable action.

13. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Jacob, to adjourn to closed session at 8:55 p.m. Motion carried unanimously.

Motion by Councilmember DeHart, seconded by Councilmember Esquer, to adjourn closed session and the regular meeting at 9:15 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Jennifer Land
City Clerk

City Council Staff Report

February 14, 2017



50



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

Prepared by: Stephen Fremming, Associate Civil Engineer

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an Agreement in the amount of \$1,166,617 (Fund 215) with George Reed, Inc. of Modesto, California for City Project No. 14-28 "Intersection Improvements at North Golden State Boulevard and Fulkerth Road"

Resolution: Adjusting the local matching fund (Gas Tax Section 2103 and CFF Transportation) appropriations for City Project No. 14-28 "Intersection Improvements at North Golden State Boulevard and Fulkerth Road" as delineated in the table provided to complete the necessary funding required for this project

2. SYNOPSIS:

Hiring a contractor for City Project No. 14-28 "Intersection Improvements at North Golden State Boulevard and Fulkerth Road" and appropriating funds.

3. DISCUSSION OF ISSUE:

The intersection of Fulkerth Road and Golden State Boulevard is an important and highly traveled intersection. The intersection is lacking in many key areas, including:

- Infrastructure that only allows permissive left turn movements from a single lane on the Fulkerth Road and West Hawkeye Avenue approaches
- Insufficient lane widths to accommodate large semi-trucks
- Lack of sidewalk, curb ramps, and accessible routes throughout the intersection
- Lack of bicycle lanes on the northern and southern legs of the intersection and lack of bicycle detection

OSC for Agenda

[Handwritten signature]

- General degradation of existing pavement and aging traffic signal equipment

Left turning vehicles from the Fulkerth Road and West Hawkeye Avenue approaches are currently served through a single lane with a permissive left turn movement. Permissive left turn movements allow vehicles to turn left while viewing a green ball against opposing thru traffic. Permissive movements improve intersection efficiency as the overall time to cycle through phases is decreased due to no dedicated left turn phase. However, permissive left turn phasing yields increased accident rates, as drivers occasionally misjudge safe gaps in traffic while turning left. In addition, Fulkerth Road and West Hawkeye have relatively high speed approaches at Golden State Boulevard. In order to decrease the potential for high speed collisions at right angles, the proposed design provides protected left turn phasing, which provides a green arrow and dedicated phase.

Fulkerth Road and Golden State Boulevard are designated as truck routes per Section 4-7-1301 of the Turlock Municipal Code. The existing intersection infrastructure does not adequately provide for the turning radius of a sixty five foot long semi-truck. Large trucks are required to cross lane lines in order to maneuver through the intersection. The proposed design widens out the left and right turn lanes onto and from the Golden State Boulevard and Fulkerth Road approaches to accommodate a sixty five foot long semi-truck.

The proposed design includes new sidewalk and curb ramps throughout the intersection, three pedestrian refuge islands to provide a refuge area for pedestrians and traffic signal equipment, and accessible pedestrian signals that provide information in non-visual formats through the use of audible tones, speech messages, and tactile vibrating surfaces to aid pedestrians with visual disabilities to cross the street.

Dedicated bike lanes are required for four lane arterials per the General Plan and Active Transportation Plan. The proposed design provides dedicated bike lanes for all four approaches to the intersection and bicycle detection integrated with the traffic signal controller to provide bicyclists with the right of way through the intersection without having to exit the bike lane to push a pedestrian push button.

Due to the close proximity of the railroad tracks to the intersection, coordination between the operation of the railroad grade crossing protection devices (gates and flashing lights) and traffic signal is required to allow adequate time for vehicles to safely clear the railroad grade crossing. When the traffic signal controller receives the preempt signal, it first transfers right of way to vehicles queued to cross the railroad tracks, then restricts movements towards the tracks while the gate arms are lowered. City staff is in the final stages of obtaining an agreement from Union Pacific Railroad to provide the infrastructure required for the widening of the railroad crossing, new flashing lights and gates, and conduit and other electrical facilities

required to provide the requested advanced preemption time. City staff estimate that the agreement with the Union Pacific Railroad will be ready to be considered for approval by the City Council at the March 14, 2017 meeting.

On January 12, 2017, three bids were received for City Project No. 14-28 "Intersection Improvements at North Golden State Boulevard and Fulkerth Road." George Reed, Inc. of Modesto, California, was the lowest responsible bidder with a bid in the amount of \$1,123,326.

Bidder	Base Bid Amount	Bid Alternate No. 1	Additive Bid Alternate No. 2
George Reed, Inc.	\$1,123,326	\$331,875	\$43,291
Teichert Construction	\$1,622,650	\$366,390	\$47,679
T&S West	\$1,644,000	\$371,700	\$52,885

Two alternates were included on the bid form. If accepted, Bid Alternate No. 1 would substitute rubberized hot mix asphalt in place of conventional hot mix asphalt. If accepted, Additive Bid Alternate No. 2 would add filter fabric and cobble in the median area on Golden State Boulevard, north of the intersection to keep down dust and act as a weed barrier. City staff recommends rejecting Bid Alternate No. 1 due to the high costs involved and approval of Additive Bid Alternate No. 2, for a proposed contract cost of \$1,166,617.

4. BASIS FOR RECOMMENDATION:

- A. Per the Public Contract Code, an Award of Bid must be made to the lowest responsible bidder.
- B. Funding is available for the improvements described herein.

5. POLICY GOAL AND IMPLMENTATION PLAN INITIATIVE:

Policy Goal #4 – Municipal Infrastructure

General Principles:

- 4. Transportation infrastructure that serves the needs of the community.

6. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Estimated Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering	Preliminary Engineering and property acquisition (City staff and consultants)	Materials Testing	Estimated Union Pacific Railroad costs
\$3,067,283	\$1,166,617	\$112,000	\$112,000	\$247,711	\$17,274	\$1,411,681

City staff recently received draft executable Signal Interconnect and Public Highway At-Grade Crossing Agreements from the Union Pacific Railroad and will request council's approval of those agreements at the March 14, 2017 City Council meeting.

Construction engineering is estimated to cost \$112,000, nearly 10% of the contractor's bid. This cost includes staff time to provide construction inspection, construction surveying and staking, review of contractor's submittals, responses to requests for information, certified payroll review, coordination with Union Pacific Railroad, review and approval of progress payment requests, change order review and analysis, and federal project documentation including daily time, material, and equipment logs.

Budget Amendment

Funding for this project is anticipated to be from Federal Congestion Mitigation and Air Quality (CMAQ) funds and local funding as follows:

Federal CMAQ	\$ 2,396,478
Gas Tax Section 2103 (local)	\$ 58,640
CFF Transportation Fees (local)	<u>\$ 600,000</u>
Total Estimated Construction Cost	\$ 3,067,283
Costs Incurred prior to FY 2016-17	<u>\$ (247,658)</u>
Anticipated project costs for FY 2016-17	<u>\$ 2,819,625</u>

CMAQ funds are available upon the City seeking reimbursement through the federal invoice process. There are sufficient dollars budgeted in account 215-40-420.51210 "Federal Street Projects" for the anticipated project cost for fiscal year 2016-17. However, appropriations for the various sources of local matching funds need to be amended as noted in the following table:

	<u>Current Budget</u>	<u>Revised Budget</u>	<u>Adjustment Necessary</u>
Account 215-40-420.38001_224 Trs in from Fund 217 Section 2103 and CFF Funds"	\$1,000,000	\$ 658,640	\$(341,360)
Account 217-50-551.48001_224 Trs Out - Gas Tax Section 2103 funds to Fund 215"	\$ -0-	\$ 58,640	\$ 58,640
Account 305-40-440.48001_224 Trs Out - CFF Transportation funds to Fund 215	\$ -0-	\$ 600,000	\$ 600,000

Staff has conferred with the Finance Division in preparation of this report.

No General Fund money will be used for this project.

7. CITY MANAGER’S COMMENTS

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

The project has received a categorical exclusion through the National Environmental Policy Act (NEPA) process after completing a number of technical studies required by Caltrans, specifically a construction noise memorandum, a Phase 1 Initial Site Assessment, and studies investigating historical, archaeological, and cultural significance of the project area.

The City Council determined that the project is exempt from the provisions of California Environmental Quality Act (CEQA) in accordance with Sections 15183 (Projects Consistent with a Community Plan or Zoning) and 15302 (Replacement or Reconstruction) of the CEQA Guidelines at the November 15, 2016 City Council meeting. No additional environmental determination is needed.

9. ALTERNATIVES:

A. Not approve the agreement. Staff does not recommend this alternative because the project is needed to enhance the intersection’s safety and efficiency.

B. Not approve the resolution. Staff does not recommend this alternative because funding is available and the appropriation is necessary to complete funding for this project.

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Intersection Improvements at North Golden State Boulevard and Fulkerth Road
 PROJECT NUMBER: 14-28
 BID OPENING: January 12, 2017
 ANTICIPATED COUNCIL AWARD DATE: February 14, 2017

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S ESTIMATE			George Reed, Inc.		Teichert Construction		T&S West	
				Unit Price	EE Subtotal	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal		
1	Mobilization and Demobilization	LS	1	\$70,000.00	\$70,000.00	\$110,000.00	\$162,265.00	\$160,000.00	\$160,000.00	\$160,000.00	\$160,000.00	
2	Traffic management plan	LS	1	\$111,061.25	\$111,061.25	\$30,000.95	\$100,000.00	\$50,000.00	\$100,000.00	\$50,000.00	\$50,000.00	
3	Erosion Control	LS	1	\$8,000.00	\$8,000.00	\$1,700.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
4	Construction Project Sign	EA	2	\$700.00	\$1,400.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,400.00	\$2,800.00	
5	Construction Area Signs	LS	1	\$3,000.00	\$3,000.00	\$2,500.00	\$1,700.00	\$1,700.00	\$500.00	\$5,000.00	\$5,000.00	
6	Remove existing facilities	LS	1	\$184,230.00	\$184,230.00	\$64,000.00	\$49,000.00	\$49,000.00	\$49,000.00	\$200,000.00	\$200,000.00	
7	Railroad relations	LS	1	\$30,000.00	\$30,000.00	\$20,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$50,000.00	\$50,000.00	
8	Kinder Morgan relations	LS	1	\$2,000.00	\$2,000.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	
9	Lead Compliance Plan	LS	1	\$2,000.00	\$2,000.00	\$1,325.00	\$10,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	
10	Pothole existing underground facilities	LS	1	\$3,000.00	\$3,000.00	\$7,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	
11	Fencing	LS	1	\$1,500.00	\$1,500.00	\$16,000.00	\$16,500.00	\$16,500.00	\$16,500.00	\$10,000.00	\$10,000.00	
12	Earthwork	LS	1	\$200,000.00	\$200,000.00	\$85,000.00	\$171,926.75	\$171,926.75	\$171,926.75	\$204,098.45	\$204,098.45	
13	Fire hydrant assembly	EA	1	\$3,840.00	\$3,840.00	\$7,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00	
14	Storm drain pipe (12")	LF	64	\$66.13	\$4,232.00	\$250.00	\$16,000.00	\$16,000.00	\$100.00	\$6,400.00	\$6,400.00	
15	Trench Patch	SY	72	\$40.00	\$2,880.00	\$35.00	\$2,520.00	\$125.00	\$9,000.00	\$100.00	\$7,200.00	
16	Storm Drain Catch Basin	EA	2	\$5,000.00	\$10,000.00	\$3,000.00	\$6,000.00	\$4,000.00	\$8,000.00	\$3,000.00	\$6,000.00	
17	Modify Existing Storm Drain Catch Basin	EA	1	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	
18	Minor concrete (Sidewalk)	SF	5385	\$15.00	\$80,775.00	\$6.50	\$35,012.50	\$10.00	\$53,850.00	\$6.50	\$35,012.50	
19	Minor concrete (Commercial alley approach)	SF	661	\$20.00	\$13,220.00	\$13.00	\$8,593.00	\$10.50	\$6,940.50	\$11.00	\$7,271.00	
20	Minor concrete (Exposed aggregate median Island)	SF	3611	\$15.00	\$54,165.00	\$6.00	\$28,868.00	\$10.75	\$38,818.25	\$8.00	\$28,888.00	
21	Minor concrete (Pedestrian Island)	SF	1513	\$67.85	\$102,657.05	\$7.00	\$10,591.00	\$18.00	\$27,234.00	\$12.00	\$18,156.00	
22	Minor concrete (Vertical curb)	LF	1878	\$15.81	\$29,695.88	\$16.00	\$30,048.00	\$25.00	\$46,950.00	\$22.00	\$41,316.00	
23	Minor concrete (Curb and gutter)	LF	807	\$35.00	\$28,245.00	\$35.00	\$28,245.00	\$40.00	\$32,280.00	\$32.00	\$25,824.00	
24	Minor concrete (W. Hawkeye Ave. curb opening)	LF	26	\$35.00	\$910.00	\$20.00	\$520.00	\$200.00	\$5,200.00	\$160.00	\$4,160.00	
25	Access ramp	EA	4	\$1,000.00	\$4,000.00	\$500.00	\$2,000.00	\$600.00	\$2,400.00	\$1,300.00	\$5,200.00	
26	Detectable warnings	EA	12	\$400.00	\$4,800.00	\$350.00	\$4,200.00	\$600.00	\$7,200.00	\$900.00	\$10,800.00	
27	Aggregate base	CY	519	\$70.00	\$36,330.00	\$80.00	\$41,520.00	\$125.00	\$64,875.00	\$120.00	\$62,280.00	
28	Grinding (Cold plane method)	SY	14031	\$15.00	\$210,465.00	\$1.60	\$22,449.60	\$2.00	\$28,062.00	\$1.60	\$22,449.60	
29	Adjust frames and covers to grade	EA	3	\$750.00	\$2,250.00	\$1,000.00	\$3,000.00	\$2,500.00	\$7,500.00	\$1,500.00	\$4,500.00	
30	Header board	LF	0	\$8.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
31	Tack coat	SY	0	\$0.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
32	Pavement reinforcing fabric	SY	14100	\$4.00	\$56,400.00	\$1.36	\$19,176.00	\$2.00	\$28,200.00	\$1.30	\$18,330.00	
33	Hot mix asphalt	TN	2655	\$120.00	\$318,600.00	\$49.50	\$131,422.50	\$100.00	\$265,500.00	\$83.00	\$220,365.00	
34	Temporary pavement striping	LS	1	\$1,500.00	\$1,500.00	\$250.00	\$250.00	\$1.00	\$1.00	\$1,500.00	\$1,500.00	
35	Detail 10	LF	2596	\$0.75	\$1,947.00	\$0.50	\$1,298.00	\$0.54	\$1,401.84	\$0.50	\$1,298.00	
36	Detail 23	LF	108	\$1.80	\$194.40	\$1.00	\$108.00	\$1.08	\$116.64	\$1.00	\$108.00	
37	Detail 26	LF	967	\$0.20	\$193.40	\$0.10	\$96.70	\$0.11	\$106.37	\$0.10	\$96.70	
38	Detail 27/B	LF	450	\$1.00	\$450.00	\$0.50	\$225.00	\$0.54	\$243.00	\$0.50	\$225.00	
39	Detail 37/B	LF	450	\$1.20	\$540.00	\$0.62	\$281.00	\$1.08	\$486.00	\$0.62	\$281.00	
40	Detail 38	LF	1011	\$1.40	\$1,415.40	\$1.25	\$1,263.75	\$1.36	\$1,374.96	\$1.25	\$1,263.75	

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S ESTIMATE			George Reed, Inc.			Tehert Construction			T&S West		
				Unit Price	EE Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal		
41	Detail 38A	LF	962	\$1.00	\$962.00	\$1.00	\$962.00	\$1.00	\$962.00	\$1.00	\$962.00	\$1.00	\$962.00	\$1.00	\$962.00
42	Detail 39	LF	1420	\$0.75	\$1,065.00	\$1.00	\$1,420.00	\$1.00	\$1,420.00	\$1.00	\$1,420.00	\$1.00	\$1,420.00	\$1.00	\$1,420.00
43	Detail 39A	LF	338	\$1.00	\$338.00	\$1.00	\$338.00	\$1.00	\$338.00	\$1.00	\$338.00	\$1.00	\$338.00	\$1.00	\$338.00
44	Detail 40A	LF	605	\$1.00	\$605.00	\$1.00	\$605.00	\$1.00	\$605.00	\$1.00	\$605.00	\$1.00	\$605.00	\$1.00	\$605.00
45	Thermoplastic pavement markings	SF	1221	\$5.26	\$6,423.99	\$5.00	\$6,105.00	\$5.42	\$6,617.82	\$5.00	\$6,105.00	\$5.00	\$6,105.00	\$5.00	\$6,105.00
46	Thermoplastic traffic stripe (12" white)	LF	204	\$3.09	\$630.49	\$4.00	\$816.00	\$4.34	\$885.36	\$4.00	\$816.00	\$4.00	\$816.00	\$4.00	\$816.00
47	Thermoplastic traffic stripe (24" white)	LF	101	\$9.55	\$964.75	\$8.00	\$808.00	\$8.67	\$875.67	\$8.00	\$808.00	\$8.00	\$808.00	\$8.00	\$808.00
48	Thermoplastic crosswalk (24" white)	SF	2716	\$4.00	\$10,864.00	\$4.00	\$10,864.00	\$4.34	\$11,767.44	\$4.00	\$10,864.00	\$4.00	\$10,864.00	\$4.00	\$10,864.00
49	Roadside sign	EA	21	\$284.63	\$5,977.13	\$250.00	\$5,250.00	\$250.00	\$5,250.00	\$250.00	\$5,250.00	\$250.00	\$5,250.00	\$250.00	\$5,250.00
50	Sign on mast arm	EA	2	\$200.00	\$400.00	\$175.00	\$350.00	\$175.00	\$350.00	\$175.00	\$350.00	\$175.00	\$350.00	\$175.00	\$350.00
51	Signals, Lighting, and Electrical Systems	LS	1	\$358,437.75	\$358,437.75	\$345,600.00	\$345,600.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00
52	Removable bollard	EA	11	\$400.00	\$4,400.00	\$485.00	\$5,335.00	\$525.00	\$5,775.00	\$485.00	\$5,335.00	\$525.00	\$5,775.00	\$500.00	\$5,500.00
BASE BID TOTAL* =					\$1,978,556.47		\$1,123,325.00		\$1,622,650.00		\$1,622,650.00		\$1,622,650.00		\$1,644,000.00

*The award of the contract will be based on the lowest base bid from a responsible bidder submitting a responsive proposal

If Bid Alternate No. 1 is accepted by the City, bid item no. 33, "Hot Mix Asphalt" shall be replaced with Bid Alternate item no. A1, "Rubberized Hot Mix asphalt" and bid item no. 32, "Pavement Reinforcement Fabric" shall be deleted. If accepted, RHMA will be placed instead of a conventional HMA in overlay and widened areas to the thickness specified on the plans

Item No.	Item Description	Unit of Measure	Estimated Quantity	1			2			3			
				Unit Price	EE Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal		
A1	Bid Alternate No. 1 - Rubberized Hot Mix Asphalt	TON	2656	\$150.00	\$398,250.00	\$125.00	\$331,975.00	\$138.00	\$366,390.00	\$140.00	\$371,700.00	\$140.00	\$371,700.00
Bid Alternate No. 1 Subtotal (sum of bid items 1-31, 34-52, A1)					\$2,001,806.47		\$1,304,602.50		\$1,695,340.00		\$1,777,005.00		\$1,777,005.00

Additive Bid Alternate No. 2, if accepted by the City, results in the placement of cobblestones over filter fabric in the proposed storm drain infiltration swale area.

Item No.	Item Description	Unit of Measure	Estimated Quantity	1			2			3			
				Unit Price	EE Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal		
A2.1	Additive Bid Alternate No. 2 - Filter fabric in storm drain infiltration swale	SY	1097	\$8.00	\$8,782.00	\$3.00	\$3,291.00	\$7.00	\$7,679.00	\$5.00	\$5,485.00	\$5.00	\$5,485.00
A2.2	Additive Bid Alternate No. 2 - Cobblestones in storm drain infiltration swale	LS	1	\$50,000.00	\$50,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$47,400.00	\$47,400.00	\$47,400.00	\$47,400.00
Additive Bid Alternate No. 2 Subtotal					\$38,582.00		\$43,291.00		\$47,679.00		\$52,885.00		\$52,885.00

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 14-28

Intersection Improvements at North Golden State Boulevard and Fulkerth Road

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

GEORGE REED INC.
P.O. BOX 4760
MODESTO, CA 95352

hereinafter called "Contractor" on this 14th day of February, 2017 (hereinafter called the "Agreement").

RECITALS

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

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

C On February 14, 2017, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

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

IT IS AGREED AS FOLLOWS:

1. **Scope Of Work:**

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: pavement grinding, demolition of concrete and asphalt concrete surfaces, demolition of existing traffic signal equipment, installation of minor

concrete curb, gutter, and sidewalk, roadway widening, hot mix asphalt pavement, installation of new traffic signal equipment including conduit, conductors, traffic signal poles and masts, signal heads, pedestrian push buttons, pedestrian countdown heads, roadway lighting, traffic signal cabinet and controller with enhanced railroad preemption circuitry, railroad coordination, and and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the City of Turlock Standard Specifications and Drawings and these Special Provisions.

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

2. The Contract:

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

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

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

3. Schedule:

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

4. Equipment & Performance Of Work:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 14-28, "Intersection Improvements at North Golden State Boulevard and Fulkerth Road."**

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed as required in said plans and specifications under the direction and

supervision, and subject to the approval of the City Engineer of said City, or City Engineer's designated agent.

5. Contract Price:

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **One Million One Hundred Sixty Six Thousand Six Hundred Seventeen and NO/100ths Dollars (\$1,166,617.00)**. Said amount shall be paid in installments as hereinafter provided.

6. Time For Performance:

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The contract shall be substantially complete before the expiration of **One Hundred Twenty Five (125)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued. Final Completion, including all punch list items, shall be completed on or before the expiration of **One Hundred Forty (140)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

7. Rights Of City To Increase Working Days:

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

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

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

the correction thereof made, this Agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. Delay Damages:

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by paragraph 8 of this Agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Thousand Five Hundred** and no/100ths Dollars (**\$2500.00**) for each calendar day beyond the date herein provided for Substantial Completion. After Substantial Completion has been achieved, the City may deduct **Eight Hundred** no/100ths Dollars (**\$800.00**) for each calendar day beyond the date herein provided for Final Completion. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as delay damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. Performance By Sureties:

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

11. Disputes Pertaining To Payment For Work:

Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any

payment to Contractor during the performance of this contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive.

12. Permits, Compliance With Law:

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in the Special Provisions Section 1.

13. Superintendence By Contractor:

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

14. Inspection By City:

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

15. Extra And/Or Additional Work And Changes:

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

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

16. Change Of Contract Price:

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

- (a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.05, "Changes and Extra Work", of the Caltrans Standard Specifications; or
- (b) If the work performed is not included on the engineers estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or
- (c) If the change order is not determined as described above in either 16 (a) or 16 (b), the change order will be determined on the basis of force account in accordance with the

provisions below.

FORCE ACCOUNT

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

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

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

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

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

Labor

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

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

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

1. Home office overhead
2. Field office overhead

3. Bond costs
4. Profit
5. Labor liability insurance
6. Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

Materials

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

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

Equipment Rental

Equipment rental payment is full compensation for:

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

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

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

The Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
 - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
 - 1.2. Current during the work paid by force account.

- 1.3. Regardless of equipment ownership; but the City uses the rental document rates or minimum rental cost terms if:
 - 1.3.1. Rented from equipment business the Contractor does not own.
 - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. The Contractor may submit cost information that helps the Engineer establish the rental rate; but the City uses the rental document rates or minimum rental cost terms if:
 - 2.1. Rented from equipment business the Contractor does not own.
 - 2.2. The Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

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

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

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

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

Equipment on the Job Site

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

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

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

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

to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

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

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

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

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

Non-Owner-Operated Dump Truck Rental

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

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 5-1.13, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. Change Of Contract Time:

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

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

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

18. Inspection And Testing Of Materials:

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

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

19. Permits And Care Of The Work:

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

20. Other Contracts:

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

21. Payments To Contractor:

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

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

22. Contract Security:

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

payment of all persons performing labor and furnishing materials in connection with this contract. Sureties on each of said bonds thereof shall be satisfactory to the City.

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

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

24. Contractor's Insurance:

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

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

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with additional insured endorsements (form CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.
- (2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Insurance Service Office Form CP 00 20 with Causes of Loss – Special Form CP 10 30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.
- (5) Surety bonds as described below.
- (6) Errors and Omissions/Professional Liability Insurance (if *Design/Build*).

- (b) Minimum Limits of Insurance: Contractor shall maintain limits no less than:
- (1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - (2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.
 - (3) Workers' Compensation: As statutorily required by the State of California.
 - (4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - (5) Builder's Risk: Completed value of the project with no coinsurance penalty provisions.
 - (6) Errors and Omissions/Professional Liability: \$1,000,000 per claim as needed for design/build.
- (c) Deductibles and Self-Insured Retentions: Upon request of CITY, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:
- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (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) Builder's Risk (Course of Construction) Insurance: City shall be named as loss payee.
- (f) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.
- (g) Verification of Coverage: Consultant shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.
- (h) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
- (i) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- (j) Surety Bonds: Contractor shall provide a Performance Bond and a Payment Bond.

25. Proof Of Carriage Of Insurance:

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

26. Wages & Hours Of Employment:

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

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

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

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

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

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

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

- (b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this Agreement. In such event, Contractor

shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or

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

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

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

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

28. Provisions Cumulative:

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

29. Taxes:

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

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

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

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

30. Notices:

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

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

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

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

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

32. CITY CONTRACT ADMINISTRATOR:

The City's contract administrator and contact person for this Agreement is:

Stephen Fremming

City of Turlock Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-5417
E-mail: sfremming@turlock.ca.us

32. Interpretation:

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

33. Antitrust Claims:

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

34. Use of City Project Number:

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

35. Required Contract Provisions For Federal-Aid Construction Contracts

Form FHWA-1273 is included in this Agreement in accordance with federal-aid requirements. The full text of this form is included in this section, unmodified and in its entirety.

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (26 CFR 33, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 26 CFR 33 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

II. NONDISCRIMINATION

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency

and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form F13WA-1392. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete:

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the

contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in

a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these

and similar acts. Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 102D reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation: or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation: or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916. (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal 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 entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good

faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or 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;

(3) Are not presently 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 paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. 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 lower tier participant 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.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily

excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal 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.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, 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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

General Decision Number: CA160029 12/23/2016 CA29

Superseded General Decision Number: CA20150029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/26/2016
3	03/04/2016
4	03/18/2016
5	04/29/2016
6	07/08/2016
7	07/22/2016
8	07/29/2016
9	08/12/2016
10	08/26/2016
11	10/07/2016
12	10/28/2016
13	11/11/2016
14	11/25/2016
15	12/16/2016
16	12/23/2016

ASBE0016-004 01/01/2015

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1.....	\$ 28.30	7.75
Area 2.....	\$ 32.38	7.75

ASBE0016-008 08/01/2016

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 62.36	23.10
Area 2.....	\$ 46.96	23.10

BOIL0549-001 01/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 42.06	33.43
Area 2.....	\$ 38.37	31.32

* BRCA0003-001 08/01/2016

Rates	Fringes
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MARBLE FINISHER.....	\$ 31.17	14.94
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* BRCA0003-003 08/01/2016

	Rates	Fringes
MARBLE MASON.....	\$ 41.77	26.36

BRCA0003-005 05/01/2016

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 37.04	21.13
(7) San Francisco, San Mateo.....	\$ 40.89	25.78
(8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 42.70	21.67
(9) Calaveras, San Joaquin, Stanislaus, Toulumne.....	\$ 38.21	20.71
(16) Monterey, Santa Cruz...	\$ 39.51	23.49

* BRCA0003-008 07/01/2016

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 34.43	16.58
TERRAZZO WORKER/SETTER.....	\$ 42.41	26.31

* BRCA0003-011 10/01/2016

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 25.46	14.54
Area 2.....	\$ 23.31	12.90
Area 3.....	\$ 23.88	13.68
Tile Layer		
Area 1.....	\$ 43.90	16.29
Area 2.....	\$ 37.71	14.19
Area 3.....	\$ 34.40	15.59

CARP0022-001 07/01/2016

San Francisco County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 44.55	28.20
Journeyman Carpenter.....	\$ 44.40	28.20
Millwright.....	\$ 44.50	29.79

CARP0034-001 07/01/2016

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician.....	\$ 43.65	31.40
Diver standby.....	\$ 48.61	31.40
Diver Tender.....	\$ 47.82	31.40
Diver wet.....	\$ 93.17	31.40
Manifold Operator (mixed gas).....	\$ 52.82	31.40
Manifold Operator (Standby).....	\$ 47.82	31.40

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2014

Rates	Fringes
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Piledriver.....\$ 40.60 30.73

CARP0035-007 07/01/2016

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 24.91	19.62
Installer II.....	\$ 21.48	19.63
Lead Installer.....	\$ 28.36	20.13
Master Installer.....	\$ 32.58	19.63
Area 2		
Installer I.....	\$ 22.26	19.63
Installer II.....	\$ 19.31	19.63
Lead Installer.....	\$ 25.23	20.13
Master Installer.....	\$ 28.86	20.13
Area 3		
Installer I.....	\$ 21.31	19.63
Installer II.....	\$ 18.54	19.63
Lead Installer.....	\$ 24.11	20.13
Master Installer.....	\$ 31.13	20.13

CARP0035-008 08/01/2016

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 44.40	28.64
Area 2.....	\$ 38.52	28.64
Area 3.....	\$ 39.02	28.64
Area 4.....	\$ 37.67	28.64
Drywall Stocker/Scrapper		
Area 1.....	\$ 22.20	16.57
Area 2.....	\$ 19.26	16.57
Area 3.....	\$ 19.51	16.57
Area 4.....	\$ 18.84	16.57

CARP0152-001 07/01/2016

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 44.55	28.20
Journeyman Carpenter.....	\$ 44.40	28.20
Millwright.....	\$ 44.50	29.79

CARP0152-002 07/01/2016

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.67	28.20
Journeyman Carpenter.....	\$ 38.52	28.20
Millwright.....	\$ 41.02	29.79

CARP0152-004 07/01/2016

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.32	28.20
Journeyman Carpenter.....	\$ 37.17	28.20
Millwright.....	\$ 39.67	29.79

CARP0217-001 07/01/2016

San Mateo County

	Rates	Fringes
Carpenters		

Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 44.55	28.20
Journeyman Carpenter.....	\$ 44.40	28.20
Millwright.....	\$ 44.50	29.79

 CARP0405-001 07/01/2016

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 44.55	28.20
Journeyman Carpenter.....	\$ 44.40	28.20
Millwright.....	\$ 44.50	29.79

 CARP0405-002 07/01/2016

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.58	28.20
Journeyman Carpenter.....	\$ 38.52	28.20
Millwright.....	\$ 41.02	29.79

 CARP0505-001 07/01/2016

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.67	28.20

Journeyman Carpenter.....	\$ 38.52	28.20
Millwright.....	\$ 41.02	29.79

 CARP0605-001 07/01/2016

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.67	28.20
Journeyman Carpenter.....	\$ 38.52	28.20
Millwright.....	\$ 41.02	29.79

 CARP0701-001 07/01/2016

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.32	28.20
Journeyman Carpenter.....	\$ 37.17	28.20
Millwright.....	\$ 39.67	29.79

 CARP0713-001 07/01/2016

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 44.55	28.20
Journeyman Carpenter.....	\$ 44.40	28.20
Millwright.....	\$ 44.50	29.79

 CARP1109-001 07/01/2016

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.32	28.20
Journeyman Carpenter.....	\$ 37.17	28.20
Millwright.....	\$ 39.67	29.79

 * ELEC0006-004 12/01/2016

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.57	3%+18.05
Technician.....	\$ 40.50	3%+18.05

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0006-007 06/01/2016

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 64.00	30.38

 ELEC0100-002 07/01/2016

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.00	20.63

ELEC0100-005 12/01/2016

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 30.64	3%+17.86
Technician.....	\$ 34.89	3%+17.86

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management

systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

 ELEC0234-001 05/25/2015

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 42.15	23.36
Zone B.....	\$ 46.37	23.50

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

 ELEC0234-003 12/01/2015

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 34.32	17.33
Technician.....	\$ 37.94	16.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for

which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0302-001 02/09/2016

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 54.17	26.23
ELECTRICIAN.....	\$ 47.76	26.03

 ELEC0302-003 12/01/2015

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 34.32	17.03
Technician.....	\$ 39.08	17.17

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0332-001 05/30/2016

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 67.87	33.28
ELECTRICIAN.....	\$ 59.02	32.75

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's

chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

 ELEC0332-003 11/30/2015

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 34.32	17.33
Technician.....	\$ 39.08	17.47

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0595-001 06/01/2016

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 58.95	34.14
ELECTRICIAN.....	\$ 52.40	33.95

 ELEC0595-002 06/01/2016

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 39.66	26.33
ELECTRICIAN		

(1) Tunnel work.....	\$ 37.01	26.33
(2) All other work.....	\$ 35.25	26.33

ELEC0595-006 12/01/2016

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.07	3%+17.55
Technician.....	\$ 39.93	3%+17.55

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2016

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 30.64	3%+17.55
Technician.....	\$ 34.89	3%+17.55

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75'

above the lowest floor level having building access);
 excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways
 (including wire and cable pulling), on projects which
 involve new or major remodel building construction, for
 which the conductors for the fire alarm system are
 installed in the conduit, shall be performed by the inside
 electrician.

 ELEC0617-001 06/01/2016

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 55.30	32.19

 ELEC0617-003 12/01/2016

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.07	18.86
Technician.....	\$ 39.93	18.86

SCOPE OF WORK: Including any data system whose only function
 is to transmit or receive information; excluding all other
 data systems or multiple systems which include control
 function or power supply; inclusion or exclusion of
 terminations and testings of conductors determined by
 their function; excluding fire alarm work when installed
 in raceways (including wire and cable pulling) and when
 performed on new or major remodel building projects or
 jobs for which the conductors for the fire alarm system are
 installed in conduit; excluding installation of raceway
 systems, line voltage work, industrial work, life-safety
 systems (all buildings having floors located more than 75'
 above the lowest floor level having building access);
 excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways
 (including wire and cable pulling), on projects which
 involve new or major remodel building construction, for
 which the conductors for the fire alarm system are
 installed in the conduit, shall be performed by the inside
 electrician.

 ELEC0684-001 12/01/2016

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
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ELECTRICIAN.....\$ 36.40 3%+20.73

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2016

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 30.64	3%+17.86
Technician.....	\$ 34.89	3%+17.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2015

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 52.85	15.53
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 42.21	14.32
(3) Groundman.....	\$ 32.28	14.03
(4) Powderman.....	\$ 47.19	14.60

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 60.39	28.38

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2013

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 40.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	\$ 35.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 34.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 31.15	27.81
AREA 2:		
(1) Leverman.....	\$ 42.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	\$ 37.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 36.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 33.15	27.81

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:

- Area 1: Northernmost part
- Area 2: Remainder

CALAVERAS COUNTY:

- Area 1: Remainder
- Area 2: Eastern part

COLUSA COUNTY:

- Area 1: Eastern part
- Area 2: Remainder

ELDORADO COUNTY:

- Area 1: North Central part
- Area 2: Remainder

FRESNO COUNTY:

- Area 1: Remainder
- Area 2: Eastern part

GLENN COUNTY:

- Area 1: Eastern part
- Area 2: Remainder

LASSEN COUNTY:

- Area 1: Western part along the Southern portion of border with Shasta County
- Area 2: Remainder

MADERA COUNTY:

- Area 1: Except Eastern part
- Area 2: Eastern part

MARIPOSA COUNTY

- Area 1: Except Eastern part
- Area 2: Eastern part

MONTERREY COUNTY

- Area 1: Except Southwestern part
- Area 2: Southwestern part

NEVADA COUNTY:

- Area 1: All but the Northern portion along the border of Sierra County
- Area 2: Remainder

PLACER COUNTY:

- Area 1: All but the Central portion
- Area 2: Remainder

PLUMAS COUNTY:

- Area 1: Western portion
- Area 2: Remainder

SHASTA COUNTY:

- Area 1: All but the Northeastern corner
- Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

ENGI0003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1.....	\$ 39.85	27.44
GROUP 2.....	\$ 38.32	27.44
GROUP 3.....	\$ 36.84	27.44
GROUP 4.....	\$ 35.46	27.44
GROUP 5.....	\$ 34.19	27.44
GROUP 6.....	\$ 32.87	27.44
GROUP 7.....	\$ 31.73	27.44
GROUP 8.....	\$ 30.59	27.44
GROUP 8-A.....	\$ 28.38	27.44
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 40.73	27.44
Oiler.....	\$ 33.76	27.44
Truck crane oiler.....	\$ 37.33	27.44
GROUP 2		

Cranes.....	\$ 38.97	27.44
Oiler.....	\$ 33.50	27.44
Truck crane oiler.....	\$ 37.04	27.44
GROUP 3		
Cranes.....	\$ 37.23	27.44
Hydraulic.....	\$ 32.87	27.44
Oiler.....	\$ 33.26	27.44
Truck Crane Oiler.....	\$ 36.77	27.44
GROUP 4		
Cranes.....	\$ 34.19	27.44
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 41.07	27.44
Oiler.....	\$ 31.81	27.44
Truck crane oiler.....	\$ 34.09	27.44
GROUP 2		
Lifting devices.....	\$ 39.25	27.44
Oiler.....	\$ 31.54	27.44
Truck Crane Oiler.....	\$ 33.84	27.44
GROUP 3		
Lifting devices.....	\$ 37.57	27.44
Oiler.....	\$ 31.32	27.44
Truck Crane Oiler.....	\$ 33.55	27.44
GROUP 4		
Lifting devices.....	\$ 35.80	27.44
GROUP 5		
Lifting devices.....	\$ 34.50	27.44
GROUP 6		
Lifting devices.....	\$ 33.16	27.44
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 41.70	27.44
Oiler.....	\$ 32.15	27.44
Truck Crane Oiler.....	\$ 34.38	27.44
GROUP 2		
Cranes.....	\$ 39.93	27.44
Oiler.....	\$ 31.88	27.44
Truck Crane Oiler.....	\$ 34.16	27.44
GROUP 3		
Cranes.....	\$ 38.45	27.44
Hydraulic.....	\$ 32.67	27.44
Oiler.....	\$ 31.66	27.44
Truck Crane Oiler.....	\$ 33.89	27.44
GROUP 4		
Cranes.....	\$ 36.43	27.44
GROUP 5		
Cranes.....	\$ 35.13	27.44
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 35.95	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.36	27.44
GROUP 4.....	\$ 32.22	27.44

GROUP 5.....	\$ 31.08	27.44
UNDERGROUND:		
GROUP 1.....	\$ 35.85	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.26	27.44
GROUP 4.....	\$ 32.12	27.44
GROUP 5.....	\$ 30.98	27.44

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill

combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burn, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator;

Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons

up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with
Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
 Area 1: Remainder
 Area 2: Eastern Part

 ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 29.64	25.71
AREA 2.....	\$ 31.64	25.71
GROUP 2		
AREA 1.....	\$ 26.04	25.71
AREA 2.....	\$ 28.04	25.71
GROUP 3		
AREA 1.....	\$ 21.43	25.71
AREA 2.....	\$ 23.43	25.71

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
 Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

IRON0377-002 07/01/2016

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 28.33	20.64
Ornamental, Reinforcing and Structural.....	\$ 34.75	29.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,

Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-002 06/27/2016

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 20.66	10.02
LABORER (Lead Removal)		
Area A.....	\$ 30.00	21.34
Area B.....	\$ 29.00	21.34

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0067-006 06/30/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU,

SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE,
TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 29.09	18.66
GROUP 1.....	\$ 28.39	18.66
GROUP 1-a.....	\$ 28.61	18.66
GROUP 1-c.....	\$ 28.44	18.66
GROUP 1-e.....	\$ 28.94	18.66
GROUP 1-f.....	\$ 28.97	18.66
GROUP 1-g (Contra Costa County).....	\$ 28.59	18.66
GROUP 2.....	\$ 28.24	18.66
GROUP 3.....	\$ 28.14	18.66
GROUP 4.....	\$ 21.83	18.66
See groups 1-b and 1-d under laborer classifications.		
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 28.09	18.66
GROUP 1.....	\$ 27.39	18.66
GROUP 1-a.....	\$ 27.61	18.66
GROUP 1-c.....	\$ 27.44	18.66
GROUP 1-e.....	\$ 27.94	18.66
GROUP 1-f.....	\$ 27.97	18.66
GROUP 2.....	\$ 27.24	18.66
GROUP 3.....	\$ 27.14	18.66
GROUP 4.....	\$ 20.83	18.66
See groups 1-b and 1-d under laborer classifications.		
Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 29.35	18.66
GROUP 2.....	\$ 28.85	18.66
GROUP 3.....	\$ 28.26	18.66
GROUP 4.....	\$ 28.14	18.66
Laborers: (GUNITE - AREA B:)		
GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66
Laborers: (WRECKING - AREA A:)		
GROUP 1.....	\$ 28.39	18.66
GROUP 2.....	\$ 28.24	18.66
Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 28.14	18.66
(2) Establishment Warranty Period.....	\$ 21.83	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE		

LABORERS - AREA B:)

(1) New Construction.....	\$ 27.14	18.66
(2) Establishment Warranty Period.....	\$ 20.83	18.66

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete

construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-002 06/30/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates

Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..\$	27.14	19.03
Traffic Control Person I....\$	27.44	19.03
Traffic Control Person II...\$	24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 06/30/2014

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....\$	31.11	17.34

LABO0073-005 06/30/2014

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$	34.60	19.49
GROUP 2.....\$	34.37	19.49
GROUP 3.....\$	34.12	19.49
GROUP 4.....\$	33.67	19.49
GROUP 5.....\$	33.13	19.49
Shotcrete Specialist.....\$	35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and

spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0166-001 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Brick Tender.....	\$ 25.91	14.65

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LABO0166-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 26.93	16.50

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LABO0261-003 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.14	19.03
Traffic Control Person I....	\$ 28.44	19.03
Traffic Control Person II...	\$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
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Tunnel and Shaft Laborers:

GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-003 06/30/2014

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 28.14	19.03
Area B.....	\$ 27.14	19.03
Traffic Control Person I		
Area A.....	\$ 28.44	19.03
Area B.....	\$ 27.44	19.03
Traffic Control Person II		
Area A.....	\$ 25.94	19.03
Area B.....	\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

 LABO0270-004 06/30/2014

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

 LABO0270-005 07/01/2013

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.70	16.53

 LABO0294-001 06/30/2014

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 31.11	17.34

LABO0294-002 06/30/2014		

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 27.14	19.03
Traffic Control Person I....	\$ 27.44	19.03
Traffic Control Person II...	\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/30/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute

materials therefore); Tugger (for tunnel laborer work);
Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -
muckers, trackmen; Concrete crew - includes rodding and
spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-002 06/30/2014

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$ 28.14		19.03
Traffic Control Person I....\$ 28.44		19.03
Traffic Control Person II...\$ 25.94		19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash
cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of
temporary/permanent signs, markers, delineators and crash
cushions.

LABO0304-003 06/30/2014

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$ 34.60		19.49
GROUP 2.....\$ 34.37		19.49
GROUP 3.....\$ 34.12		19.49
GROUP 4.....\$ 33.67		19.49
GROUP 5.....\$ 33.13		19.49
Shotcrete Specialist.....\$ 35.12		19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete
nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or
excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;
Cherry pickermen - where car is lifted; Concrete finisher
in tunnel; Concrete screedman; Grout pumpman and potman;
Gunite & shotcrete gunman & potman; Headermen; High
pressure nozzleman; Miner - tunnel, including top and
bottom man on shaft and raise work; Nipper; Nozzleman on

slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-002 06/30/2014

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.14	19.03
Traffic Control Person I....	\$ 28.44	19.03
Traffic Control Person II....	\$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/30/2014

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman;

Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-002 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 27.14	19.03
Traffic Control Person I....	\$ 27.44	19.03
Traffic Control Person II...	\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 06/30/2014

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.11	17.34

LABO1414-004 08/03/2016

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 34.15	19.28

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO1414-007 08/03/2016

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 34.15	19.28

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO1414-008 08/03/2016

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 34.15	19.28

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01414-010 08/03/2016

SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLASTER TENDER		
4 Stories and under.....	\$ 32.15	19.28
5 Stories and above.....	\$ 34.15	19.28

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01414-011 08/03/2016

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
Plasterer tender.....	\$ 34.15	19.28

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0016-001 01/01/2015

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 36.45	21.48

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-003 07/01/2016

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 43.79	24.01
AREA 2.....	\$ 39.66	22.61

PAIN0016-012 01/01/2015

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO,
SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 46.20	18.73

PAIN0016-015 01/01/2015

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE
COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 30.85	16.85

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00
additional per hour. 100 to 180 ft above ground or water
level \$4.00 additional per hour. Over 180 ft above ground
or water level \$6.00 additional per hour.

PAIN0016-022 01/01/2015

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 40.07	21.48

PAIN0169-001 01/01/2015

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 34.83	19.75

PAIN0169-005 01/01/2015

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 43.48	24.19

PAIN0294-004 01/01/2015

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 25.67	15.68
Drywall Finisher/Taper.....	\$ 30.47	16.81

FOOTNOTE:

Spray Painters & Paperhangers recive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

PAIN0294-005 01/01/2015

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.83	17.39

PAIN0767-001 01/01/2015

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 33.79	22.49

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2014

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 34.26	11.65
GROUP 2.....	\$ 29.12	11.65
GROUP 3.....	\$ 29.46	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

 PAIN1237-003 01/01/2015

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.79	14.93

 PLAS0066-002 07/01/2016

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 39.52	35.37

 PLAS0300-001 07/01/2014

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 29.44	22.26
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 31.59	22.26
AREA 295: Calaveras & San Joaquin Couonties.....	\$ 31.41	22.26
AREA 337: Monterey County..	\$ 30.52	22.26
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 31.41	22.26

 PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	37.74	19.37

 PLUM0038-001 07/01/2016

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration		

Fitter).....\$ 68.00 45.09

PLUM0038-005 07/01/2016

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 57.80	33.46

PLUM0062-001 07/01/2016

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 41.90	28.34

PLUM0159-001 07/01/2016

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 55.03	34.46
(2) All other work.....	\$ 55.92	34.44

PLUM0246-001 07/01/2016

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 38.40	28.14

PLUM0246-004 07/01/2013

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	9.77

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering,

mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

 PLUM0342-001 07/01/2016

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER CONTRA COSTA COUNTY.....	\$ 56.56	40.74
PLUMBER, PIPEFITTER, STEAMFITTER ALAMEDA COUNTY.....	\$ 56.56	40.74

 PLUM0355-004 07/01/2015

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 28.60	10.05

 PLUM0393-001 07/01/2016

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 58.91	38.58

 PLUM0442-001 07/01/2016

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 39.50	27.64

 PLUM0467-001 07/01/2016

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 60.70	33.46

ROOF0027-002 09/01/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 26.37	12.68

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

ROOF0040-002 08/01/2015

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 35.50	15.82

ROOF0081-001 08/01/2015

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 36.08	14.90

ROOF0081-004 08/01/2015

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 32.71	14.65

ROOF0095-002 08/01/2015

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman.....	\$ 37.55	15.52
Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker.....	\$ 39.55	15.52

SFCA0483-001 08/01/2016

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 59.12	28.33

SFCA0669-011 04/01/2016

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,
SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 35.71	20.25

SHEE0104-001 07/01/2016

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA
CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 48.23	36.45
All Other Work.....	\$ 54.58	37.08
AREA 2.....	\$ 44.14	31.56
AREA 3.....	\$ 46.47	29.10

SHEE0104-003 07/01/2016

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 38.12	30.50

SHEE0104-005 07/01/2016

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 36.88	33.30

SHEE0104-007 07/01/2016

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 36.15	33.70

SHEE0104-015 07/01/2016

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 35.64	31.49

SHEE0104-018 07/01/2016

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 35.64	31.49

TEAM0094-001 07/01/2016

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 29.63	26.66
GROUP 2.....	\$ 29.93	26.66
GROUP 3.....	\$ 30.23	26.66
GROUP 4.....	\$ 30.58	26.66
GROUP 5.....	\$ 30.93	26.66

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck

(when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

IN WITNESS WHEREOF, three identical counterparts of this Agreement, consisting of a total of 89 pages, each of which counterparts shall for all purposes be deemed an original of said Agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

GEORGE REED, INC.

CITY OF TURLOCK, a municipal corporation

By: _____

By: _____

Gary Soiseth, Mayor

Print Name

or

Gary R. Hampton, City Manager

Address: _____

Date: _____

Phone: _____

APPROVED AS TO SUFFICIENCY:

Date: _____

By: _____

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

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

By: _____

Phaedra A. Norton, City Attorney

Attach Contractor's Seal Here

ATTEST:

By: _____

Jennifer Land, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 14-28, "Intersection Improvements at North Golden State Boulevard and Fulkerth Road,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

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Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

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

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 14-28, "Intersection Improvements at North Golden State Boulevard and Fulkerth Road,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

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

Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

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

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF ADJUSTING THE LOCAL }
 MATCHING FUND (GAS TAX SECTION 2103 }
 AND CFF TRANSPORTATION) }
 APPROPRIATIONS FOR CITY PROJECT }
 NO. 14-28 "INTERSECTION IMPROVEMENTS }
 AT NORTH GOLDEN STATE BOULEVARD }
 AND FULKERTH ROAD" AS DELINEATED IN }
 THE TABLE PROVIDED TO COMPLETE THE }
 NECESSARY FUNDING REQUIRED FOR THIS }
 PROJECT }**

RESOLUTION NO. 2017-

WHEREAS, the intersection of Golden State Boulevard and Fulkerth Road is in need of improvement; and

WHEREAS, by separate action, Council is requested to award bid and approve an agreement with George Reed, Inc. of Modesto, California for construction of City Project No. 14-28 "Intersection Improvements at Golden State Boulevard and Fulkerth Road"; and

WHEREAS, there are sufficient funds budgeted in account 215-40-420.51210 "Federal Street Projects" to account for expenditures associated with this project; however the appropriations for the various sources of local matching funds needs to be amended.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adjust the local matching fund (Gas Tax Section 2103 and CFF Transportation) appropriations for City Project No. 14-28 "Intersection Improvements at North Golden State Boulevard and Fulkerth Road" as delineated in the table below to complete the necessary funding required for this project

	<u>Current</u> <u>Budget</u>	<u>Revised</u> <u>Budget</u>	<u>Adjustment</u> <u>Necessary</u>
Account 215-40-420.38001_224 Trs in from Fund 217 Section 2103 and CFF Funds"	\$1,000,000	\$658,640	\$(341,360)
Account 217-50-551.48001_224 Trs Out - Gas Tax Section 2103 funds to Fund 215"	\$ -0-	\$ 58,640	\$ 58,640
Account 305-40-440.48001_224 Trs Out - CFF Transportation funds to Fund 215	\$ -0-	\$600,000	\$ 600,000

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of February 2017, by the following vote.

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

City Council Staff Report

February 14, 2017



50



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

Prepared by: Michael G. Pitcock, P.E.,
Development Services Director/City Engineer

Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Lien Agreement between the City of Turlock and New Life Christian Center of Turlock for deferred payment of Development Impact Fees, deferring collection of City of Turlock Master Storm, Capital Facility and Northwest Triangle Specific Plan development impact fees over a 5 year period

2. SYNOPSIS:

Approving a Lien Agreement for deferred payment of Development Impact Fees.

3. DISCUSSION OF ISSUE:

On October 27, 2009, City Council adopted a fee deferral program for commercial and industrial development in an effort to provide financial flexibility to the development community. The purpose of the fee deferral program was to make it financially feasible for the development community to construct improvements during a sluggish economy yet ensure that full payment of fees were received by the City at the conclusion of the deferral period.

On October 25, 2011, again on October 22, 2013 and on March 22, 2016, City Council extended the fee deferral program for an additional twenty-four (24) months. The program afforded the opportunity for commercial and industrial development projects to defer its Capital Facility Fees (CFF), Northwest Triangle Specific Plan (NWTSP) and Westside Industrial Specific Plan (WISP) fees as follows:

- Fees (100%) can be deferred to occupancy; or
- Fees can be paid over four (4) years with 20% due at building permit issuance and the remaining 80% paid over the next four (4) years (20% per

OK for Agenda
[Signature]

year). The deferred amount will be subject to Engineering News Record (ENR) index changes as well as compounded interest. Interest would be set by averaging the last four (4) years of interest earned by the City as published by the State Controller's Office Local Agency Investment Fund; or

- Fees can be paid over five (5) years with 0% due at building permit issuance and the remaining 100% paid over the next five (5) years (10% year 1, 15% year 2, 20% year 3, 25% year 4 and 30% year 5). The deferred amount will be subject to ENR index changes as well as compounded interest. Interest would be set by averaging the last five (5) years of interest earned by the City as published by the State Controller's Office Local Agency Investment Fund.

New Life Christian Center of Turlock is proposing to construct a 43,101 square foot sanctuary at 2918 W. Tuolumne Road for religious services. New Life has requested to pay the following development impact fees over a five (5) year period:

Master Storm Drain Fee.....	\$18,283.41
Capital Facility Fee Road.....	\$85,920.57
Capital Facility Fee Police.....	\$2,353.13
Capital Facility Fee General Government.....	\$5,999.86
Capital Facility Fee Fire.....	\$560.36
Capital Facility Fee Administration.....	\$2,845.02
NWTSP Sewer Fee.....	\$436.30
NWTSP Water Fee.....	\$14,403.65
NWTSP Administration Fee.....	\$445.20
Total Deferred.....	\$131,247.50

The deferred fees are subject to a 0.33% interest rate and ENR index adjustments. The ENR index is the mechanism the City uses to adjust fees quarterly in an effort to take into account construction cost inflation.

Deferring fees will permit the developer to better use its limited capital for the construction and furnishing of the sanctuary. Given the fees are tied to the ENR construction cost index, the additional costs associated with delayed construction of city infrastructure due to inflation should be mitigated by the increased fees collected over the period of the agreement. Therefore, staff does not have concerns with delayed collection of development impact fees.

4. BASIS FOR RECOMMENDATION:

- A. On March 22, 2016, City Council approved a 24-month extension to the fee deferral program for commercial and industrial developments.
- B. Construction of a new sanctuary building will provide jobs for the local economy.

5. POLICY GOAL AND IMPLEMENTATION PLAN INITIATIVE:

Policy Goal #5 – Economic Development

General Principles:

1. Retain, attract and expand existing businesses.

Action Item:

3. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

6. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - The development impact fees will be paid over five (5) years with 0.33% interest and ENR adjustments. The various development fee programs should remain whole facilitating the completion of projects identified in the program.

7. CITY MANAGER'S COMMENTS

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. Approve the Lien Agreement with a modified deferral amount or length of term.
- B. Reject the Lien Agreement for deferred payment of development impact fees between the City of Turlock and New Life Christian Center of Turlock and direct staff to collect the full impact fees prior to occupancy.

RECORDING INFORMATION
Recording requested by and
When recorded, please return to:

CITY OF TURLOCK
DEVELOPMENT SERVICES
ENGINEERING DIVISION
156 South Broadway, Suite 150
TURLOCK, CA 95380

**LIEN AGREEMENT
BETWEEN
THE CITY OF TURLOCK
AND
NEW LIFE CHRISTIAN CENTER OF TURLOCK
FOR
DEFERRED PAYMENT OF DEVELOPMENT IMPACT FEES**

THIS AGREEMENT is made and entered into this 14th day of February, 2017, between the **CITY OF TURLOCK** (hereinafter referred to as "City") and **NEW LIFE CHRISTIAN CENTER OF TURLOCK**, a California Limited Liability Company (hereinafter referred to as "Undersigned"), who is the owner of the property described in Exhibit A attached hereto and made a part of this Agreement.

WHEREAS, the Undersigned, owns property at 2918 W. Tuolumne Road (APN 088-010-023), Turlock CA 95380; and

WHEREAS, the Undersigned is constructing a 43,101 square foot sanctuary; and

WHEREAS, the Undersigned, City impact, County of Stanislaus impact, Turlock City School and City Building permits (16-0938) fees total \$317,161.91; and

WHEREAS, the undersigned has agreed to pay \$185,914.41 of the \$317,161.91 prior to building permit issuance and has requested that the City Master Storm fees, Capital Facility fees and Northwest Triangle Specific Plan fees associated with the development in the amount of \$131,247.50 be deferred and paid over a five (5) year period; and

WHEREAS, the deferred fees are as follows:

MASTER STORM DRAIN FEE.....	\$18,283.41
CAPITAL FACILITY FEE ROAD.....	\$85,920.57
CAPITAL FACILITY FEE POLICE.....	\$2,353.13
CAPITAL FACILITY FEE GENERAL GOVERNMENT.....	\$5,999.86
CAPITAL FACILITY FEE FIRE.....	\$560.36
CAPITAL FACILITY FEE ADMINISTRATION.....	\$2,845.02
NWTSP SEWER.....	\$436.30
NWTSP WATER.....	\$14,403.65
NWTSP ADMINISTRATION.....	\$445.20
Total Deferral.....	\$131,247.50

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. On or before the dates indicated below, Undersigned will pay to City the impact fees shown, plus 0.33% annual compounded interest. Said fees are to be adjusted to the ENR Cost Index in effect on the respective dates payments are due and shall be computed by using the following formula:

Payment No.	Due Date	Amount + Unpaid Balance	Annual Compounded Interest Rate (0.33%)	Current ENR/ Original ENR (914.60)	Total Payment Due
1	2/14/18	\$13,124.75	** TBCA **	** TBCA **	** TBCA **
2	2/14/19	\$19,687.13+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **
3	2/14/20	\$26,249.50+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **
4	2/14/21	\$32,811.88+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **
5	2/14/22	\$39,374.25+ any unpaid balance	** TBCA **	** TBCA **	** TBCA **

**** TBCA ** ---- To be calculated annually based on payment performance and ENR Adjustments**

2. Should Undersigned fail to pay any of the required installments on or before the date due as listed above, or if the property described on Exhibit A is sold or transferred, the entire unpaid amount as computed above shall become a lien and charge upon the property and collectible in the same manner as unpaid taxes, together with the costs of collection. The Undersigned shall provide notice to the City of any potential sale or transfer of the property 15 days prior to the close of escrow. If the property is going to be sold or transferred, the City, in its sole discretion, can require the entire unpaid amount be paid to the City out of escrow proceeds.

3. Upon satisfaction of the obligation secured by Undersigned, City shall execute a release of lien. Costs of recording said lien release shall be paid by Undersigned.

4. The provisions of this Agreement shall bind and inure to the benefit of the successors in interest of the parties hereto in the same manner as if they had therein been expressly named.

5. In consideration of the deferral herein granted by City, Undersigned hereby expressly waives and releases all claims and causes of action it now has or in the future may have against the City of Turlock, a municipal corporation (collectively, the "Released Parties") based on, or related directly or indirectly to capital facility fees charged by City for the project constructed on the property described on Exhibit A, including without limitation any and all claims that such fees are not reasonably related to the project's impacts or the cost of the services provided. To the extent of such waiver and release, Undersigned expressly waives its rights, if any, under California Civil Code Section 1542 which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF

EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

CITY OF TURLOCK, a municipal corporation

NEW LIFE CHRISTIAN CENTER OF TURLOCK

By _____
Gary Soiseth, Mayor
or

By _____
Owner(s)

By _____
Gary R. Hampton, City Manager

By _____
Print Name of signer/Title

[the signature above must be notarized]

[the signature above must be notarized]

APPROVED AS TO FORM:

By _____
Phaedra A. Norton, City Attorney

APPROVED AS TO SUFFICIENCY:

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

New Life Christian Center of Turlock
P.O. Box 782
Turlock, CA 95381
(209-667-5433)

ATTEST:

By _____
Jennifer Land, City Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____, 2016 before me, _____, a Notary Public, personally appeared _____, who 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), the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:
PARCEL ONE:

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, BOUNDED AND PARTICULARLY DESCRIBED AS FOLLOWS, TO- WIT:

NORTHWEST QUARTER OF SOUTHWEST QUARTER AND WEST HALF OF WEST HALF OF NORTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, BOUNDED AND PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 13 FEET SOUTH AND 20 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SAID SECTION 9, AS THE PLACE OF COMMENCEMENT; THENCE SOUTH AND PARALLEL WITH THE SECTION LINE RUNNING NORTH AND SOUTH BETWEEN SECTION 8 AND SECTION 9; SAID TOWNSHIP AND RANGE, A DISTANCE OF 1307 FEET TO THE QUARTER SECTION LINE RUNNING EAST AND WEST THROUGH SAID SOUTHWEST QUARTER OF SAID SECTION 9; THENCE EAST ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 833.2 FEET, THENCE AT RIGHT ANGLES NORTH AND PARALLEL WITH THE WEST BOUNDARY LINE OF SAID SECTION 9, 1307 FEET TO A POINT 13 FEET SOUTH OF THE HALF SECTION LINE RUNNING EAST AND WEST THROUGH SAID SECTION 9; THENCE WEST AND PARALLEL WITH SAID HALF SECTION LINE, A DISTANCE OF 833.2 FEET TO THE PLACE OF COMMENCEMENT.

ALSO EXCEPTING THEREFROM THE NORTH 20 FEET AND THE EAST 20 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER THEREOF AS EXCEPTED IN THE DEED FROM LAMOTT E. THORNBURG TO JAMES L. CURTIS, RECORDED DECEMBER 9, 1907 IN VOL 111 OF DEEDS, PAGE 97, STANISLAUS COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

ALL THAT PORTION LYING NORTH AND EAST OF THE SOUTHWESTERLY LINE OF ALL THAT PROPERTY CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MARCH 9, 1971 IN VOL. 2382 OF OFFICIAL RECORDS, PAGE 21, INSTRUMENT NO. 8444.

APN: 088-010-023

City Council Staff Report

February 14, 2017



5E



From: Allison Van Guilder, Parks, Recreation & Public Facilities Director
Prepared by: Amber Traini, Parks, Recreation & Public Facilities Event Assistant
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Aspire Fitness Challenge-Celebration 5K Walk/Run event utilizing the public right-of-way (sidewalks), hosted by Aspire Home Real Estate, on Saturday, March 11, 2017 from 8:30 a.m. to 10:30 a.m., and authorizing the City Manager to apply appropriate conditions and restrictions to the event

2. SYNOPSIS:

Approving a special event utilizing the public right-of-way (sidewalks).

3. DISCUSSION OF ISSUE:

On April 11, 2016, applicant Scott Snyder of Aspire Home Real Estate submitted a Special Event Permit Application with the Parks, Recreation and Public Facilities Department for the "Aspire Fitness Challenge-Celebration 5K Walk/Run" to be held on March 11, 2017 from 8:30 a.m. to 10:30 a.m.

The proposed 5K route will start at the Turlock High School Softball Fields, travel North on Berkeley Avenue, East on East Canal Drive, North on Daubenberger Road, loop West to East Canal Drive, North on Murphy Drive, West on El Camino Drive, North on Johnson Road, East on El Capitan Drive, loop to travel West on Mira Flores Drive, South on Johnson Road, West on El Capitan Drive, and South on Berkeley Avenue to conclude at the Turlock High School Softball Fields. Street closures are not required for this event.

The event coordinator has been given direction by City staff and agreed to inform all participants they must follow all traffic laws. City staff has directed the event coordinator to have highly visible volunteers (to motorists and run participants), at all legal and/or marked crossings. Volunteers are not to direct traffic in any capacity and should only serve as a warning. The event coordinator has also been given direction to disperse starting times, to prevent congestion of the area by the release of all participants at the same time.

OK for Agenda

for A.R.H.

City of Turlock Special Event committee has reviewed this application.

City of Turlock Traffic Engineering has reviewed the route requested.

Staff supports the approval of this event as specified, with the appropriate conditions and restrictions. These conditions would include the provision of general liability insurance coverage acceptable to the City, along with other standard conditions and requirements as determined by the City Manager.

4. BASIS FOR RECOMMENDATION:

- A. Applicant has followed the Special Event Application process, including; providing proof of insurance, distributing public notification of the public hearing for the event, and payment of fees associated with the application process.
- B. This is a recurring event in good standing with the Special Event Committee.

5. POLICY GOAL AND IMPLEMENTATION PLAN INITIATIVE:

Policy Goal #5 - Economic Development

General Principles:

- 5. Promote and support tourism.

Action Item:

- 3. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

6. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - None

7. CITY MANAGER'S COMMENTS

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. Deny the Special Event Permit Application. Staff does not recommend this alternative because the lack of approval may result in the cancellation or relocation of the specified event.

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: Aspire Fitness Challenge - Celebration Walk & 5K Run
(A brief description and name of the event) Location: Berkeley Ave & THS Softball Fields

PROPOSED DATE OF EVENT: March 11 '2017 ESTIMATED ATTENDANCE: 150-200

STARTING TIME: 6:30 a.m. ENDING TIME: 10:30 a.m.
(Including set-up time) (Including clean-up time)

ORGANIZATION (if applicable): Aspire Home Real Estate EMAIL: SSnyder@aspirehm.com

MAIN CONTACT: Scott Snyder Date of Birth 1/28/62

HOME PHONE: N.A. DAY PHONE: (209) 648-3201
(Must be at least 18 years of age)

MAILING ADDRESS: 2101 Geer Rd Suite 107

CITY: Turlock STATE: CA ZIP: 95382

B. EVENT CONTACTS

Person in charge at event: Name: Scott Snyder Phone: (209) 648-3201

Address/City/State/Zip: 1509 Mornice St Turlock CA 95380

Sponsoring Organization: Name: Aspire Home Real Estate Phone: (209) 648-3201

Address/City/State/Zip: 2101 Geer Rd Suite 107 Turlock CA 95382

Head of Organization: Name: Scott Snyder Phone: (209) 648-3201

Address/City/State/Zip: 2101 Geer Rd Suite 107 Turlock CA 95382

C. EVENT INFORMATION

Will your event require the use of a City Park or Building? If yes, indicate the Park or Building: _____

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: Volunteers & TPD VIP's

City: _____

Day Time Telephone: _____

Fax: _____

Cell: _____

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,

Scott Snyder
[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: Scott Snyder DATE: 4/11/16

SIGNATURE: _____ DATE: _____

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	Children's Races, 1.2 mile Walk, 5K Run
Booths/Stand	<input checked="" type="radio"/> YES <input type="radio"/> NO	Registration / Race Info
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	Marshall / Canal / Berkeley Ave at TMS Softball fields
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	At Registration location & volunteers on course
Music/Amplified Sound	<input checked="" type="radio"/> YES <input type="radio"/> NO	Music & M.C.
Parking	<input checked="" type="radio"/> YES <input type="radio"/> NO	TMS & surrounding streets
Police/Security	<input checked="" type="radio"/> YES <input type="radio"/> NO	TBD VIP's & volunteers
Rides/Bounce House	YES <input type="radio"/> NO <input checked="" type="radio"/>	
Tents/Canopies	<input checked="" type="radio"/> YES <input type="radio"/> NO	Canopies for Registration / Race Info
City Property/Equipment (Used or rented)	YES <input type="radio"/> NO <input checked="" type="radio"/>	
Sanitation	YES <input type="radio"/> NO <input checked="" type="radio"/>	

(Portable restrooms & water) If yes, please complete:

Number of port-a-toilets _____ Number of ADA accessible rest rooms _____
Setup Time: _____ Pickup Time: _____

OTHER YES NO

Initials _____ Date _____



144 S Broadway
Turlock, CA 95380



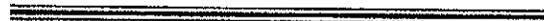
Application Number: _____
Telephone: (209) 668-5594
Fax: (209) 668-5619

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: Berkeley Ave & THS Softball Fields
See Attached Map

Initials _____ 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: Aspire Fitness Challenge - Celebration Walk & 5K Run

Event Location: Berkeley Ave & TMS. Softball Fields

Event Contact Name: Scott Snyder Date of Birth: 1/28/62

Contact Address: 1509 Merritt St

City: Turlock Zip Code: 95380 Phone: (209) 448-3201

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: March 11 '17
Event Name: Aspire Fitness Challenge - Celebration Walk & 5K Run
Location: Berkeley Ave & T.H.S. Softball Fields
Contact Person: Scott Snyder Phone: (209) 648-3201

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)

N.A.

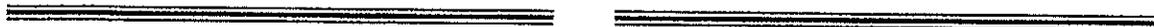
ALCOHOL BEVERAGES SOLD: All Alcohol must remain inside the facility.
A valid liquor permit from the State of California Alcoholic Beverage Control Board (ABC) in Stockton, CA must be provided to the Recreation Division office two (2) weeks prior to rental date. The liquor permit must be displayed in 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.

N.A.

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.

N.A.

Food Selling/Concessions Permit





ASPIRE

Fitness Challenge

“Celebration”
1.2 Mile Walk
5K Run/Jog/Walk
plus
½ Mile Kid’s Race

Saturday March 11th
Turlock High School
Turlock, CA

FREE!

T-Shirts Provided for the First 200 Participants!

Pre-Registration: www.AspireFitnessChallenge.com

Saturday March 11th Schedule:

8:00 am: Sign-Ins & Walk-up Registrations
8:30 am: ½ Mile Kid’s Race
8:45 am: 1.2 Mile Walk
9:10 am: 5K Run/Jog/Walk

Sponsored by:



2101 Geer Rd., Suite 107, Turlock, CA 95382
(209) 250-2525

Event Coordinator: Scott Snyder (209) 648-3201 ssnyder@aspirehm.com

Aspiring to Create Healthy Habits for Life!

City Council Staff Report

February 14, 2017



5F



From: Allison Van Guilder, Parks, Recreation & Public Facilities Director
Prepared by: Amber Traini, Parks, Recreation & Public Facilities Event Assistant
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a private baby shower event utilizing the public right-of-way (sidewalks) and four (4) public parking spaces on Center Street, hosted by Bistro 234, on Saturday, April 23, 2017 from 11:00 a.m. to 3:00 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions to the event

2. SYNOPSIS:

Approving a special event utilizing the public right-of-way (sidewalks) and four (4) public parking spaces.

3. DISCUSSION OF ISSUE:

On December 21, 2016, applicant Leroy Walker of Bistro 234 submitted a Special Event Permit Application with the Parks, Recreation and Public Facilities Department for a private baby shower, to be held on April 23, 2017 from 11:00 a.m. to 3:00 p.m.

The proposed event will host a taco truck outside of the business. The applicant has requested the use of four (4) parking spaces directly outside of the restaurant, on Center Street. The four (4) parking spaces will be utilized by the taco truck. Patrons of the event will also utilize the sidewalk to access the taco truck from the restaurant. Street closures are not required for this event.

The event coordinator has been given direction by City Staff and agreed to inform the taco truck operator that sales are not to be open to the public while parked in this designated area. Operator is also to dispose of any trash/waste while adhering to all City of Turlock Municipal Codes, as well as Stanislaus County Temporary Food permit laws.

The four (4) public parking spaces being requested for use will begin on the second stall available on Center Street, leaving the first ADA stall available for use by the public.

OK for Agenda
pm JRA

City of Turlock Special Event committee has reviewed this application.

City of Turlock Traffic Engineering has reviewed the requested parking stall closure.

Staff supports the approval of this event as specified, with the appropriate conditions and restrictions. These conditions would include the provision of general liability insurance coverage acceptable to the City, along with other standard conditions and requirements as determined by the City Manager.

4. BASIS FOR RECOMMENDATION:

- A. Applicant has followed the Special Event Application process, including; providing proof of insurance, distributing public notification of the public hearing for the event, and payment of fees associated with the application process.
- B. Staff does not believe that the utilization of these parking stalls will affect or disrupt the flow of traffic in the area.

5. POLICY GOAL AND IMPLEMENTATION PLAN INITIATIVE:

Policy Goal #5 - Economic Development

General Principles:

- 5. Promote and support tourism.

Action Item:

- 3. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

6. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - None

7. CITY MANAGER'S COMMENTS

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION: N/A

9. ALTERNATIVES:

- A. Deny the Special Event Permit Application. Staff does not recommend this alternative because the lack of approval may result in the cancellation or relocation of the specified event.

Special Event Application

Category of Event	
Category 1	<input checked="" type="checkbox"/>
Category 2	<input type="checkbox"/>
Category 3	<input type="checkbox"/>
Will alcohol be served?	
Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

How often will your event occur?	
One Time	<input checked="" type="checkbox"/>
Annually	<input type="checkbox"/>
Other	<input type="checkbox"/>
Frequency of event?	_____

City Personnel Use Only
Event #:
Date Received:
Date Approved:
Permit Fee:
Alcohol Fee:
Late Fee:
Payment Date:

Applicant Information

Applicant/Contact Name: Leroy Walker

Contact Phone: 209-604-8180 Alternate Phone: 209-604-⁶⁶⁸9234

Address: 274 E. Main

City: Durham Zip: 95380

E-mail Address: Bisson234@Comail.com

Business/Organization Information (if applicable)

Organization Name: Bisson234 LLC

If Non-Profit please provide Federal ID #: _____ (attach proof of non-profit status)

Business License #: 950441

Event Information

Event Title: Private Baby Shower

Event Location: 234 E. Main Turlock CA 95380

Event Date(s): 04/23/16

On-Site Contact: Leroy Walker

Phone #: 209-604-8180 Secondary Phone #: 209-668-4234

Set-up Start Time: 11:00 A.M Event Start Time: 12:00 P.M

Event End Time: 3:00 P.M Clean-up Completion Time: 3:00 P.M

Who will attend? (circle one) General Public Private Party

Estimated Attendance: 35

Will you charge admission? YES (NO) If yes, what is the cost of entry? _____

Will you charge for parking? YES (NO) If yes, what is the cost to park? _____

If yes, Where will the paid parking be located? _____

Event Details

Street Closure

Will your event require the closure of any street, sidewalk, alley or other public right-of-way? (circle one)

7
0 YES NO

If yes, please indicate what public right-of-way and times affected and complete the diagram on Page 12:

Several parking stalls on the center street side of Bistro 234

Sanitation Needs

Will your event require portable restrooms? (circle one) YES NO

If yes, Number of port-a-toilets: _____ Number of ADA accessible restrooms: _____

Drop-Off Date: _____ Drop-Off Time: _____

Pick-Up Date: _____ Pick-up Time: _____

Will your event require trash cans? (circle one) YES NO

How many trash cans do you plan to have present at event? All inside of Bistro 234

Please explain your plan for disposing of all waste:

@ BISTRO 234'S private dumpster

Amplified Sound

Does your event include any of the following? (circle one) YES NO

If yes: (circle all that apply) Amplified Sound DJ Live Band

Alcohol

Will alcohol be present at your event? (circle one) YES NO

If yes: (circle all that apply) Served - No Cost Sold Guests Bring Their Own

If Liquor License has already been obtained please provide #: 47 380906

Event Details Cont.

Security

Have you made arrangements for Security? (circle one) YES NO

If yes, who will you be using? Name of Company: _____
City: _____
Day Time Telephone: _____
Fax: _____
Cell: _____

Number of Security Guards to be present: _____

If no, please see list of approved security vendors. To avoid cancelation, booking receipts must be turned into the Parks, Recreation and Public Facilities office 30 business days prior to event.

Vendors

Event Coordinator must apply for City of Turlock Business License

Will event include product vendors? (circle one) YES NO *A Food Truck. Private use only. Not available to the public.*

Will event include food vendors? (circle one) YES NO

*Event organizer must obtain health permits from all food vendors
*Depending on event details additional Fire Codes may be required to be met

Will you be charging a fee for vendors? YES NO If Yes, what is the fee _____

Event Details Cont.

Will Your Event Include

Please circle your response as to whether each item 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"

ITEM

- Animals YES NO _____
- Automobiles/Trucks YES NO _____
- Bicycles/Foot Races YES NO _____

Is event being advertised as (circle one) N/A RACE FUN RUN

- Booths/Stands YES NO _____
- Emergency Vehicle Access YES NO _____
- Medical/First Aid Station(s) YES NO _____
- Parking YES NO _____

Approximately how many spaces needed: _____

- Rides/Bounce House YES NO _____
- Tents/Canopies YES NO _____
- City Property/Equipment YES NO _____
- Open Flame YES NO _____
- Stage YES NO _____
- Power Source YES NO *Electricity provided by Bistro 234*

OTHER YES NO _____

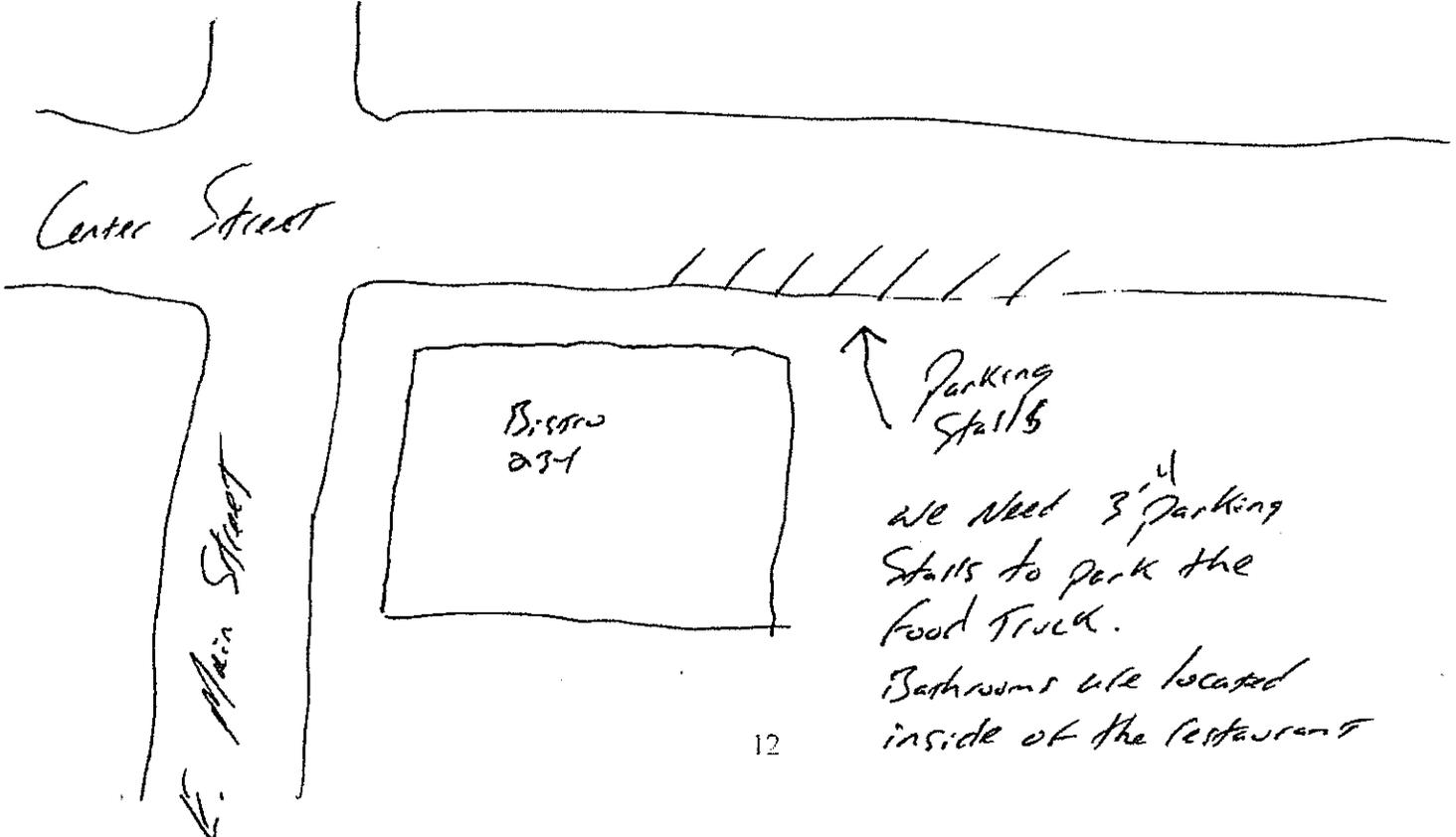
Site Plan/Public Right of Way Closure Route

The City of Turlock City Council's philosophy is that Main Street is the primary route used to access businesses in the Downtown Core. Thus, anytime Main Street is closed, businesses in the Downtown core are directly impacted. It is acknowledged (by Council, Downtown businesses, and community) that Main Street will be closed for short periods to accommodate community celebrations such as the 4th of July Parade/Car show, Festival of Lights, and the Christmas Parade. During these periods of closure City Staff will do their due diligence to obtain a goal of promoting the community celebration while having the least impact to the Downtown Businesses. It is also understood that single day/one time closures have less of an impact on the Downtown businesses than recurring events/streets closures, however there is in fact still an impact. Therefore, with the Downtown businesses in mind, City Council discourages the use of Main Street for Special Events which require a street closure, as well as believe that absent extraordinary circumstances recurring street closures on Main Street shall not be permitted.

Using the space below (or attach another sheet), please indicate the set-up/closure route anticipated for your event. Please be as clear as possible. Make sure to include beverage stations, food stations, food preparation, portable toilet facilities, first aid facilities, tables/chairs, fencing, barricades, generators, tents/canopies, booths, signage, bleachers, stages, parking sites, trash containers, exit pathways, and other related event components or structures. Additions, modifications, or deletions may be required upon review.

All Category Three (Moving Location/Procession/Roadway and/or Walkway Closure) applicants should also include a route map of event.

EVENT LOCATION: 234 E. Main Turlock Ca. 95382



INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

Please wait to sign until City Personnel is present

To the greatest extent permitted by law, Permittee,

[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.

In the event the city determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the city should otherwise agree with applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails on every issue in the enforcement proceeding.

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.

Applicant Signature: _____ DATE: _____

Print Name: _____

City personnel Signature: _____ DATE: _____

Print Name: _____

Event Form Authorization

Event Name: Private Baby Shower
Event Location: 234 E. Main Turlock Ca. 95380
Event Contact Name: Leroy Walker Date of Birth: 05/16/68
Contact Address: 234 E. Main Turlock Ca. 95380
City: Turlock Zip Code: 95380 Phone: 209-604-8180

To Be Completed By City Personnel Only

<u>Department</u>	<u>Description of Estimated City Fees</u>	<u>Fee</u>
<input type="checkbox"/> Police Department	_____	\$ _____
<input type="checkbox"/> Parks, Recreation And Public Facilities	_____	\$ _____
<input type="checkbox"/> Engineering	_____	\$ _____
<input type="checkbox"/> Fire Department	_____	\$ _____
<input type="checkbox"/> Municipal Services	_____	\$ _____
<input type="checkbox"/> Business Licenses	_____	\$ _____
TOTAL ESTIMATED CITY FEES:		\$ _____

The applicant signature below is in acceptance of the estimated fees and in acknowledgement that other fees maybe incurred throughout the event process.

Signature:  Date: 05 0 12/03/16

Print name: Leroy Walker

PRE-EVENT CHECKLIST

Internal use ONLY

Event Date: 04/23/16 Event Name: Private Baby Shower
Location: 234 E. Main Turlock
Contact Person: Leroy Walker Phone: 209-604-8182

Non-Applicable **COMPLETED**

Insurance Requirements:

Applicant 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 business days before the event and Applicant'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:

A valid liquor permit from the State of California Alcoholic Beverage Control Board (ABC) in Stockton, CA must be provided to the Parks, Recreation and Public Facilities Department office 15 business days prior to event date. The liquor permit must be displayed in the area where alcohol beverages are to be present. You must obtain a letter of permission from the Recreation Department office to present to ABC prior to applying for liquor permit. The allowance of alcohol is subject to the approval of the Turlock Police Department and will be subject to a 15 business day 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:

1 security guard is required for every 100 persons in attendance when alcohol is being served at an event.
A Pre-approved list of Security Agencies is available at the Recreation Division office.

Food Selling/Concessions Permit

All state and local health codes must be met by all vendors at an event where food will be served whether for purchase or distribution. It is the responsibility of the event organizer to obtain a health permit from each vendor prior to the event.

Turlock Downtown Property Owners Review

If your event is being held in Downtown Turlock you are required to get the approval of the Turlock Downtown Property Owners Association. Please contact the TDPOA Director @ (209) 634-6459.

Property Owner Notification

Adjacent property owners impacted by the event will be notified by mail about the public hearing for the event.

Approved by the City of Turlock City Council on May 10th, 2016

Post Event Evaluation
To be completed by City Personnel
A post event meeting may be required

Event Date: _____

Event Name: _____

Location: _____

Contact Person: _____ Phone: _____

The event was carried out in the manner which was presented in the Event Application.
(1-disagree, 5-agree)

	1	2	3	4	5
Comments	_____				

Event personnel followed City suggested and/or required guidelines. (1-disagree, 5-agree)

	1	2	3	4	5
Comments	_____				

The event was cleaned up in a timely manner and to the expectations laid forth in the Event Application.
(1-disagree, 5-agree)

	1	2	3	4	5
Comments	_____				

Rate the overall success of the event based on the City of Turlock Special Event Application criteria.
(1-not successful, 5-very successful)

	1	2	3	4	5
Comments	_____				

Is this event considered in good standing? YES NO

City Personnel Signature _____ Date _____

Acknowledgment of Policies and Procedures

Read and initial each policy. Address any questions/concerns before signing.


Initial

Alcohol

Consumption of alcohol and possession of open containers is prohibited in all City parks and facilities unless granted special permission. Security Officers and liquor licenses are required for all special events in which alcohol will be being present. Liquor license can be obtained at www.abc.ca.gov. The allowance of alcohol is subject to the approval of the Turlock Police Department.


Initial

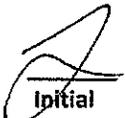
Amplified Sound

Amplified sound must not carry into residential areas. Any DJ or band must comply with the Turlock Municipal Code. The City will not be liable for any damage to equipment caused by a circuit breaker trip. Noise Permits may be required and can be obtained at Neighborhood Services, 244 N. Broadway Turlock Phone: (209) 664-7348


Initial

Cancellation

A cancellation must be in written form; verbal cancellation will not be accepted. The City will not refund any permit fees due to applicant cancellation. Failure to notify the City of a cancellation within 15 business days of an event may result in event costs payable to the City. Damage/Cleaning deposit will be refunded within 10 business days of cancelation. The City will not refund fees or transfer event date due to weather.


Initial

Clean-Up

The event coordinator is required to develop and implement plans that ensure the proper disposal of waste and recyclables generated by an event and its attendees, including during set-up and dismantle time frames associated with your event. The City does not provide street sweeping services or additional recycling or trash containers for special events. At the conclusion of your event, the event venue and surrounding areas must be cleaned and returned to a condition equal or better than the condition prior to the onset of your event activities.

All trash should be placed in trash receptacles or hauled off by event personnel. If trash is not removed from the site, additional cleaning fees will be withheld from the deposit. For larger events, applicant may be required to provide additional trash receptacles.


Initial

Recycling

The number of recyclable containers at special events must be equal to the number of trash containers (a 1:1 ratio). Each recyclable container must be clearly identified as a recycling receptacle and display a list of recyclable materials accepted. The event coordinator must ensure that all recyclable materials are delivered to a recycling facility and *not* to a landfill.


Initial

Damages

Applicant agrees to reimburse the City of Turlock for all costs incurred to repair damages (including but not limited to; facility, turf, furnishings, fixtures, grounds, and/or additional cleaning required outside of normal scope for said facility) that occurred in connection with the special event. Reimbursement for expenses above the amount of the paid deposit will be invoiced to the organization/private party applicant. In addition to policies and procedures listed here applicant must also abide by the City of Turlock Municipal Code. The altering of City property is strictly prohibited; including but not limited to landscape, road markings, and unauthorized placement of signage on City Property.


Initial

Fees/Deposit

All fees and deposits must be paid at the time application is submitted. Deposits will be refunded to credit card used for payment or mailed to the address indicated on the application approximately 10 business days after event completion if event site is left in satisfactory condition and all event details agreed upon are carried out accordingly.

Acknowledgment of Policies and Procedures Cont.

Initial

City Event Costs

Estimated City Costs resulting from the special event, (i.e. police staffing, traffic control set up) are payable to the City, no later than 30 business days prior to event.

Initial

Insurance

Insurance is required at applicant's expense for all special events. Proof of Insurance listing "City of Turlock" as a Additionally insured is due to the Parks, Recreation and Public Facilities office no later than 30 business days prior to event. Failure to provide required insurance certificate will result in cancellation of the event and the forfeit of application fees. Insurance requirements can be found in City of Turlock Municipal Code 1-6-01.

Initial

Event Site/Restroom Cleanliness

Parks staff will take reasonable measures to ensure that reserved areas and restroom facilities are cleaned and stocked each morning. However, since these areas are open to the public there is no guarantee of cleanliness at the time of your reservation. Permit fees will not be refunded based on condition of the reserved areas or restroom facilities at the time of your reservation. If any assistance is needed concerning an event site please contact the on-call personnel at (209)652-1484.

Initial

Security

Events expecting over 100 attendees where alcohol will be consumed shall require security at the discretion of the Turlock Police Chief or his/her designee. Generally, one security guard per 100 people in attendance at such event. Security must be arranged by a City approved security vendor and proof of receipt must be submitted to the Parks, Recreation and Public Facilities office no later than 30 business days prior to event. Failure to provide required proof of security will result in cancellation of the event and forfeit of application fees. A list of approved security services can be obtained at the Parks, Recreation and Public Facility office.

Initial

Restrooms

You must provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both accessible and non-accessible facilities in the immediate area of the event site that will be available to the public during your event. Ten percent (10%) of restroom facilities must meet local, state, and federal accessibility requirements. No less than one (1) accessible restroom should be placed in each location designated for restrooms facilities and be located on a level area.

Initial

Site Plan

A detailed, legible site plan must be attached to your application. You will be required to show location of the following; beverage concession, food concession, food preparation, portable toilet facilities, first aid facilities, tables/chairs, fencing, barricades, generators, tents/canopies, booths, signage, bleachers, stages, parking sites, trash containers, exit pathways, street closure routes and other related event components covered above. Additions, modifications, or deletions may be required upon review.

Initial

Storm Drain Pollution Prevention

Applicant has read, understands, and will comply with Turlock Municipal Code Title 6, Chapter 8 titled "Storm Water Management and Urban Runoff Pollution Control."

Initial

Notification

It is the applicants responsibility to distribute material on storm drain pollution prevention to vendors who will be participating in the event. Information can be obtained through the Municipal Services Department.

Acknowledgment of Policies and Procedures Cont.

Initial

Vehicular Access

Operation of gasoline or other fuel-powered vehicles in any City park is prohibited, except persons with special permission for delivery of supplies/equipment, authorized City-operated vehicles, or those with permission for special events. All vehicles after delivery of supplies or equipment shall immediately be removed and parked in designated parking areas.

Initial

Additional Fees

Each event may be subject to further costs beyond permit fees. These fees may include, but are not limited to, police staffing and traffic control planning, and are payable in full 30 business days prior to event. Applicants will be billed for actual costs after the event.

Initial

City of Turlock Business License

The event Coordinator may be required to apply for a City of Turlock Business License if the event will have any type of vendors. Vendors participating in the event do not need to register with the City of Turlock or pay the City any fees. The organization operating the Special Event will collect any fees they require to participate directly from the vendors.

Initial

Temporary Traffic Control

The applicant shall be required to follow a temporary traffic control plan approved by the City Engineer for all events that involve the closure of a portion of the public right-of-way. Temporary traffic control devices such as signs, barricades and delineators, shall be provided by the applicant and shall be set up and removed by either City staff, at the applicant's expense, a licensed contractor holding a valid "A" or "C31" from the California Contractors State License Board, or trained volunteer(s) approved by City Personnel. All street closures are subject to approval of the Turlock City Council.

Initial

Event Changes

It is the responsibility of the applicant to remain in communication with the City regarding any and all event changes including but not limited to; scheduling, location, and number of attendees. Failure to communicate these changes may result in the cancellation of event, forfeit of application fee, or additional fees (i.e. police staffing, traffic control, etc.)

Initial

City Property Usage

The approval of this application is the granted permission for the use of City owned property only. If the event crosses through, takes place on, or will in any way effect private property, it is the responsibility of the event coordinator to contact and obtain permission from the owner of such property. In some cases written proof of permission granted will be required.

Initial

Public Record

The event coordinator understands that this document, along with any documents presented with this application, shall become public records and subject to public disclosure.

I have read and understand the policies and procedures set forth by the City of Turlock for Special Events.

Applicant's Signature

Date

12/09/16

Print Name

Leroy Walker

City Council Staff Report

February 14, 2017



56



From: Michael Cooke, Municipal Services Director
Prepared by: Allison Martin, Executive Administrative Assistant
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement with Falany Fence Co. of Turlock, for fence repair and installation services for a period of twelve (12) months, in an annual amount of \$20,000

2. SYNOPSIS:

Hiring a company to perform various fence repair and installation services.

3. DISCUSSION OF ISSUE:

The City of Turlock is seeking approval to enter into an agreement with Falany Fence Co. for fence repair and installation services. The City has many types of fences at its various facilities – chain link, wood, wrought iron, etc. On occasion, these fences are damaged and need repair or replacement. Past practice has been to solicit bids every time a fence needs to be repaired or replaced – this can be time consuming and can result in compromised security at important City facilities such as well sites, drainage basins, sports facilities, etc. In order to increase efficiency, obtain better pricing, and to ensure that fences are repaired or replaced in a timely manner, staff solicited bids for on-call fence repair and installation services.

On February 24, 2016, the Purchasing Office issued an informal bid for fence repair and installation services by Request for Quotation (RFQ) 16-344. Ten (10) vendors were solicited and two (2) vendors submitted bids. All Commercial Fence of Waterford, met all the specifications of RFQ 16-344 and was the lowest responsive and responsible bidder. The contract was awarded to All Commercial Fence by the City Council on July 12, 2016.

Since the award of the contract, Staff has had some concerns that All Commercial Fence is not pricing their work as competitively as anticipated. To create a more competitive field for fence repair and installation work, staff requests City Council also enter into a fencing repair and installation contract with Falany Fence Co. of Turlock, the next lowest responsive and responsible bidder from RFQ 16-344.

Dam

4. BASIS FOR RECOMMENDATION:

- A. Contracting for fence repair and installation services is necessary to ensure City-owned fences are repaired or replaced in a timely manner for protection and security.
- B. Staff recommends adding Falany Fence Co. as a qualified bidder to provide fence installation and repairs to ensure competitive pricing for all fencing projects.

5. 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.

6. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The services to be provided under the proposed contract are used throughout all City facilities as needed. A general ledger account is used for fence repair and installation. A budgeted amount for these services has been created as part of fence repair and installation services. As services are performed throughout the year, the costs incurred will be charged to the appropriate account number in the department's budget. The maximum citywide commitment for the contract period is \$20,000.

7. CITY MANAGER'S COMMENTS

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. Council may choose not to approve the Agreement with Falany Fence Co.; however, this alternative is not recommended as the City does not have available staff and resources to perform the services for fence replacements and repairs.
- B. Council may request staff to initiate a Request for Proposal (RFP) process to obtain additional proposals; however, this alternative is not recommended as an RFP was already issued and a vendor is available for selection from that proposal.



AGREEMENT FOR SERVICES
between
THE CITY OF TURLOCK
and
FALANY FENCE CO.
for
FENCE REPAIR AND INSTALLATION SERVICES
CONTRACT NO. 16-192

THIS AGREEMENT is made this 14th day of February, 2017, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **FALANY FENCE CO.**, a California sole proprietor, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CITY has a need for fence repair and installation services for various city projects on an "As-Needed" basis; 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 Exhibit A. 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 the Services.

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

4. COMPENSATION: CITY agrees to pay CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the annual sum of this Agreement exceed twenty thousand and 00/100^{ths} Dollars (\$20,000.00). CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective February 14, 2017 and end February 14, 2018, 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 coverage's 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 of the California Labor Code including, but not limited to Section 1776 regarding payroll records, and shall require its subcontractors to comply with that section as may be required by law.

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

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

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

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

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

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

28. COMPLIANCE WITH LAWS: CONTRACTOR shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws 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: FALANY FENCE CO.
ATTENTION: RON ANGIN
PO BOX 2391
TURLOCK, CA 95381
PHONE: (209) 632-3591
FAX: (209) 667-5135
EMAIL: falanyfence@gmail.com**

**for CITY: CITY OF TURLOCK
ATTENTION: MICHAEL COOKE
MUNICIPAL SERVICES DIVISION
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5590 Ext. 4418
FAX: (209) 668-5695
EMAIL: mcooke@turlock.ca.us**

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

Michael Cooke
Municipal Services Division
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590 Ext. 4418
E-mail: mcooke@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

FALANY FENCE CO.

By: _____
Gary Soiseth, Mayor

By: _____

or

Title: _____

Gary R. Hampton, City Manager

Print name: _____

Date: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I. Cooke
Municipal Services Director

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

BID PROPOSAL EXHIBIT 'A'

Page 1 of 4

**CITY OF TURLOCK
BID PROPOSAL FORM**

BID NO RFP 16-344

BID DUE DATE: FEBRUARY 24, 2016 BY 3:00 P.M.

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

FENCE REPAIR AND INSTALLATION SERVICES

- 1) Return original bid to: **City of Turlock
Administrative Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454**
- 2) Price shall be 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: FALANY FENCE COMPANY

Address: P.O. Box 2391 TURLOCK CA 95381

Telephone Number 209-632-3591 Fax Number 209-667-5135

E-Mail Address RON@falanyfence.com

Authorized Representative (print) RON ANGIN

BID PROPOSAL EXHIBIT 'A'

Page 2 of 4

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

Bid Sheet		
1.	Labor to install 200' linear feet of 6' industrial chain link fencing.	\$ 3,085.00
2.	Materials cost to install 200' linear feet of chain link fencing; minimum 9 gauge fencing with minimum 2.375 O.D. industrial grade galvanized posts.	\$ 2,944.00
Note: PROPOSAL CALLS FOR PREVAILING WAGE RATE.		

The number of projects will vary, and the contractor shall be required to prepare and submit cost quotations for each project. The CONTRACTOR shall be available for emergency repairs during non-regular working hours.

Proposal for services repairs that are less than \$1,000 including materials, indicate your hourly standard and overtime rate.

TWO MEN & SERVICE TRUCK

Description	Work Hours	Hourly Rate
Standard Rate between what hours?	6:30 - 16:30	225.00
Overtime Rate between what hours?	16:31 - 18:30	330.00

NON PREVAILING WAGE RATE @ \$145.00 P/HOUR

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

Early Pay Discount

A 1 % discount is offered for payment within 15 days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate

Does your firm hold a City of Turlock Business Tax Certificate? Yes No

If yes, number: 762011

"Piggyback" Contracting

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

Yes No

Addendums (if applicable):

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

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

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

Terms

7.625% sales tax will be added at time purchase.
Price are F.O.B Turlock
Bid shall be valid for sixty days following the bid opening.

BID PROPOSAL EXHIBIT 'A'**Page 3 of 4****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 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 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.

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.

BID PROPOSAL EXHIBIT 'A'

Page 4 of 4

(If applicable)

Contractor's License No. 429502 Expiration Date: 10/31/16

Department of Industrial Relations registration number: 1000026384

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.

FALANY FENCE CO.
Company Name

[Signature]
Signature of Authorized Representative

94-2842421
Federal Tax ID Number

One original and one copy of the complete bid proposals are required. Failure to provide one (1) original and one (1) copy of the complete bid proposal will be rejected and found non-responsive and give no consideration

Failure To Clearly Mark The Original And Provide Original Signature May Result In A Proposal Being Found Non-Responsive And Give No Consideration.



Betty Gonzalez
 Purchasing Coordinator
bgonzalez@turlock.ca.us

BID RESULTS FENCE AND INSTALLATION SERVICES - BID NO. 16-344

ITEM #	Description	All Commercial Fence PO Box 658 Waterford, CA ①	Falany Fence Co PO Box 2391 Turlock, CA 95381 ②
1	Labor to install 200 ft linear feet of 6 ft industrial chain link fencing.	\$ 3,400.00	\$ 3,085.00
2	Materials cost to install 200 ft linear feet of chain link fencing; min. 9 gauge fencing with minimum 2.375 O.D. industrial grade galvanized posts.	\$ 2,240.00	\$ 2,944.00
	Total Bid	\$ 5,640.00	\$ 6,029.00
3	Standard Rate between 7 am - 4 pm - Hourly Rate:	\$ 200.00	\$ 225.00
4	Overtime Rate between 4 pm - 10 pm - Hourly Rate:	\$ 260.00	\$ 330.00
5	Non-prevailing wage project less than \$1,000 (per hour rate)	\$	\$ 145.00

City Council Staff Report

February 14, 2017



5H



From: Michael I. Cooke, Municipal Services Director
Prepared by: Fallon Martin, Staff Services Analyst
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 3 to a Professional Services Agreement between the City of Turlock and Wood Rodgers, Inc., for the preparation of a Hydrogeological and Water Quality Assessment Study to include rehabilitation services at Well 31

2. SYNOPSIS:

Amending the Agreement for a Hydrogeological and Water Quality Assessment Study to include rehabilitation of Well 31.

3. DISCUSSION OF ISSUE:

A Hydrogeological and Water Quality Assessment Study was approved by Council on July 14, 2015. In May 2016, an amendment was made to the existing contract to include rehabilitation services for Well 32. The rehabilitation of Well 32 has been very successful and the work has been completed \$19,282.00 under budget. Staff recommends using the cost savings from the Well 32 project and performing similar rehabilitation work at Well 31, which is estimated to cost approximately \$13,108.00.

With Turlock's water supply decreasing over the last several years, the number of wells that are offline, and the difficulty meeting peak demands during the summer, it is imperative the City rehabilitate existing wells to quickly bring additional water supplies back online in order to have a supply that meets the needs of the City and its customers. Well 31 is currently inactive due to levels of arsenic that exceed the maximum contaminant level (MCL). Our consultant (Wood Rodgers) has determined that Well 31 could be easily modified to reduce the concentration of arsenic to below the MCL and bring it back into service quickly. With the remaining funds available in the Hydrogeological and Water Quality Assessment Study contract, it would be beneficial to utilize those funds for rehabilitating Well 31.

OK for Agenda
Jan A. R. H.

It is staff's recommendation that we do all we can to rehabilitate wells that are currently offline prior to the summer to assist in meeting peak demands. One way this can be achieved is by utilizing remaining funds from the existing contract with Wood Rodgers Inc. to provide rehabilitation work for Well 31.

4. BASIS FOR RECOMMENDATION:

- A. Water supply in the Turlock area has been decreasing over time and this project would quickly and efficiently bring an existing well back into service for an additional supply during the drought.
- B. Continuing to invest in our groundwater system remains critical to the long-term goal of providing a reliable water supply.
- C. Amending the contract would be an economical benefit to the City.

5. POLICY GOAL AND IMPLEMENTATION PLAN INITIATIVE:

Policy Goal # 4 Municipal Infrastructure

General Principles:

- 1. Municipal infrastructure is integral to public safety and effective service delivery.
- 2. Municipal Infrastructure is critical to retain and attract businesses.

Action Item:

- 1. Expand drinking water supply and improve drinking water quality.

6. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

No impact to the General Fund.

7. CITY MANAGER'S COMMENTS

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. Do not approve the amendment to the existing contract. This option is not recommended since the City is currently under contract with Wood Rodgers, Inc. for well rehabilitation services, there is money remaining in the contract, and an additional water supply is needed.

- B. Require staff to go through the Request for Proposal (RFP) process for the well rehabilitation construction services for Well 31. This option is not recommended because the City is currently under contract with Wood Rodgers, Inc. for such work and it is important to have additional water supplies available by next summer. The time necessary to go through the RFP process will mean that the work cannot be completed prior to summer.



AMENDMENT NO. 3
to the
Agreement between the
CITY OF TURLOCK
and
WOOD RODGERS INC.
For
Hydrogeological & Water Quality Assessment Study
CITY CONTRACT NO. 15-071

THIS AMENDMENT NO. 3, dated February 14, 2017, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **WOOD RODGERS INC.**, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated July 14, 2015, whereby CONTRACTOR would perform a hydrogeological and water quality assessment study, (hereinafter the "Agreement"); and

WHEREAS, on May 24, 2016, the parties entered into Amendment No. 1 to the Agreement dated July 14, 2015, whereby CONTRACTOR was to perform additional work in accordance with Exhibit A-1 to Amendment No. 1.

WHEREAS, on July 26, 2016, the parties entered into Amendment No. 2 to the Agreement dated July 14, 2015, whereby the term of the agreement was extended to December 31, 2016.

WHEREAS, on December 13, 2016, the parties elected to extend the Agreement per the terms of the contract to December 31, 2017.

NOW, THEREFORE, the parties hereto mutually agree to further amend said Agreement as follows:

1. Paragraph 1 of the Agreement is amended to read as follows:

"1. SCOPE OF WORK: CONTRACTOR shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide a hydrogeological and water quality assessment study, and shall perform such services in accordance with the specifications attached hereto as Exhibit A.

In addition to the Scope of Work attached as Exhibit A to the Agreement, CONTRACTOR shall furnish all labor, equipment materials and process, implements, tools, and machinery, except as otherwise specified, to

complete the original scope of services attached as Exhibit A to the Agreement and the added scope of services attached to Amendment No. 1 as Exhibit A-1, which are necessary and required to provide a hydrogeological and water quality assessment study, and shall perform such services in accordance with the specifications attached to Amendment No. 1 as Exhibit A-1.

In addition to the Scope of Work attached as Exhibit A and A-1 to the Agreement and Amendment No. 1, CONTRACTOR shall furnish all labor, equipment materials and process, implements, tools, and machinery, except as otherwise specified, to complete the original scope of services attached as Exhibit A to the Agreement, the added scope of services attached as Exhibit A-1 to Amendment No. 1 to the Agreement and the added scope of services attached as Exhibit B to this Amendment No. 3, which are necessary and required to provide a hydrogeological and water quality assessment study, and shall perform such services in accordance with the specifications attached to this Amendment No. 3 as Exhibit B."

2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK, a municipal corporation

WOOD RODGERS INC.

By: _____
Gary Soiseth, Mayor

By: _____

or

Gary R. Hampton, City Manager

Title: _____

Print name: _____

Date: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I. Cooke, Municipal Services Director

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

**Hydrogeological & Water Quality Assessment Study****PROJECT OVERVIEW AND UNDERSTANDING**

The City of Turlock (City) relies solely on groundwater to meet its municipal water demands. From 22 active municipal supply wells, groundwater is pumped through the City's distribution system to approximately 72,000 residents. Several of the City's active and inactive wells have contamination near, or above, the State Water Resources Control Board's Division of Drinking Water (DDW) maximum contaminant levels (MCL). Some of the naturally-occurring contaminants include arsenic, manganese, and iron; while anthropogenic contaminants include nitrate and tetrachloroethylene (PCE). Elevated concentrations of arsenic have affected approximately 50% of the City's wells, with four wells now exceeding the DDW MCL of 10 µg/L and nine additional wells within 75% of the MCL. Nitrate concentrations have been increasing over time. One City well currently exceeds the MCL of 45 mg/L for nitrate. PCE has also been detected in one City well over the MCL of 5 µg/L.

The City is a member of the Stanislaus Regional Water Authority (SRWA) which is actively pursuing the development of a Regional Surface Water Supply Project (RSWSP) that would supply treated surface water from the Turlock Irrigation District (TID). The RSWSP would deliver up to 15 million gallons per day (mgd) initially to the City, but could ultimately provide up to 22 mgd. In 2014, the City extracted and delivered approximately 18 mgd of groundwater. Until full build-out of the RSWSP, the City will need to continue to rely on groundwater to meet its potable water demands.

As California enters a fourth year of drought, groundwater resources are being relied upon and taxed at an increasing rate. Groundwater overdraft is a real concern for portions of the Central Valley. It is reported by the City that groundwater levels have declined by approximately 16 feet in the past three years. Another real consequence of groundwater overdraft is the possibility for land subsidence to occur, associated with the dewatering of compressible clay formations. In portions of the Central Valley, dewatering of the Corcoran Clay is believed to be partly responsible for land subsidence. The Corcoran Clay is a member of the Tulare/Turlock Lake Formation and has been mapped in the subsurface underlying the City.

Wood Rodgers' Hydrogeological and Water Quality Assessment Study (Project) will provide the City with a clear "road map" intended to provide direction to further protect and develop the City's groundwater resource. The Project will provide a comprehensive characterization of the underlying groundwater resource, depicting groundwater quality both spatially and with depth, groundwater gradients, and groundwater elevation changes over time. The "road map" will allow for a clear and concise program for development of new municipal supply wells with regard to well location, well depth, anticipated water quality, and anticipated production capacity.

SCOPE OF SERVICES

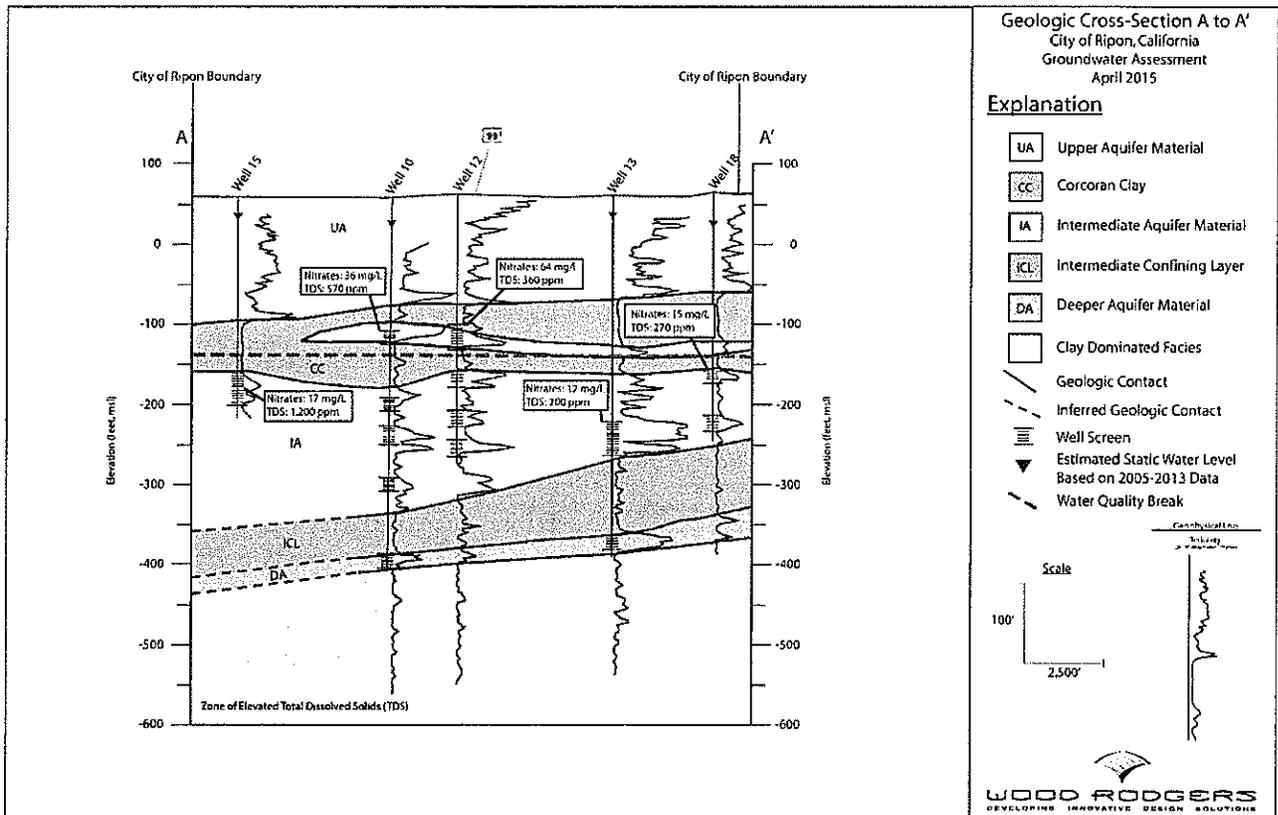
Tasks 1 through 8 will be included as sections in the Hydrogeological and Water Quality Assessment Report. Task 9 will include coordination with regulatory agencies and the City. Tasks 10 through 12 will have stand-alone Technical Memorandums.



Task 1 – Conceptual Hydrogeologic Model of the Turlock Area

Wood Rodgers will begin our assessment for the Project by conducting a comprehensive review of all of the available data regarding the groundwater basin’s geology, hydrogeology, water quality, well construction, and water quality data. Wood Rodgers will prepare and submit a Request for Information (RFI) to the City to obtain relevant data (historic and current) pertaining to the City’s well field. Additionally, Wood Rodgers will review well construction reports prepared for the City wells to extract additional data with regard to depth-specific water quality, drilling conditions, temporary zone testing results, and lithologic data. Wood Rodgers will also conduct a literature search and review hydrogeologic and geologic studies prepared by others to form a complete understanding of the historic groundwater conditions within and adjacent to the City’s service area.

Because of our knowledge of the hydrogeologic system of the surrounding areas (i.e. EWD, Ripon, and Ceres), Wood Rodgers has already established a general hydrogeologic conceptual model for the project area. Our project-specific hydrogeologic model will portray the City’s wells in cross-section view and will graphically display the well screen intervals and geophysical logs. Data generated from subsequent tasks (i.e. groundwater levels, water quality, estimated specific capacities) will be projected onto each cross-section to clearly define the productive aquifers with acceptable water quality from those with low production capability, as shown in the City of Ripon geologic cross-section example below.



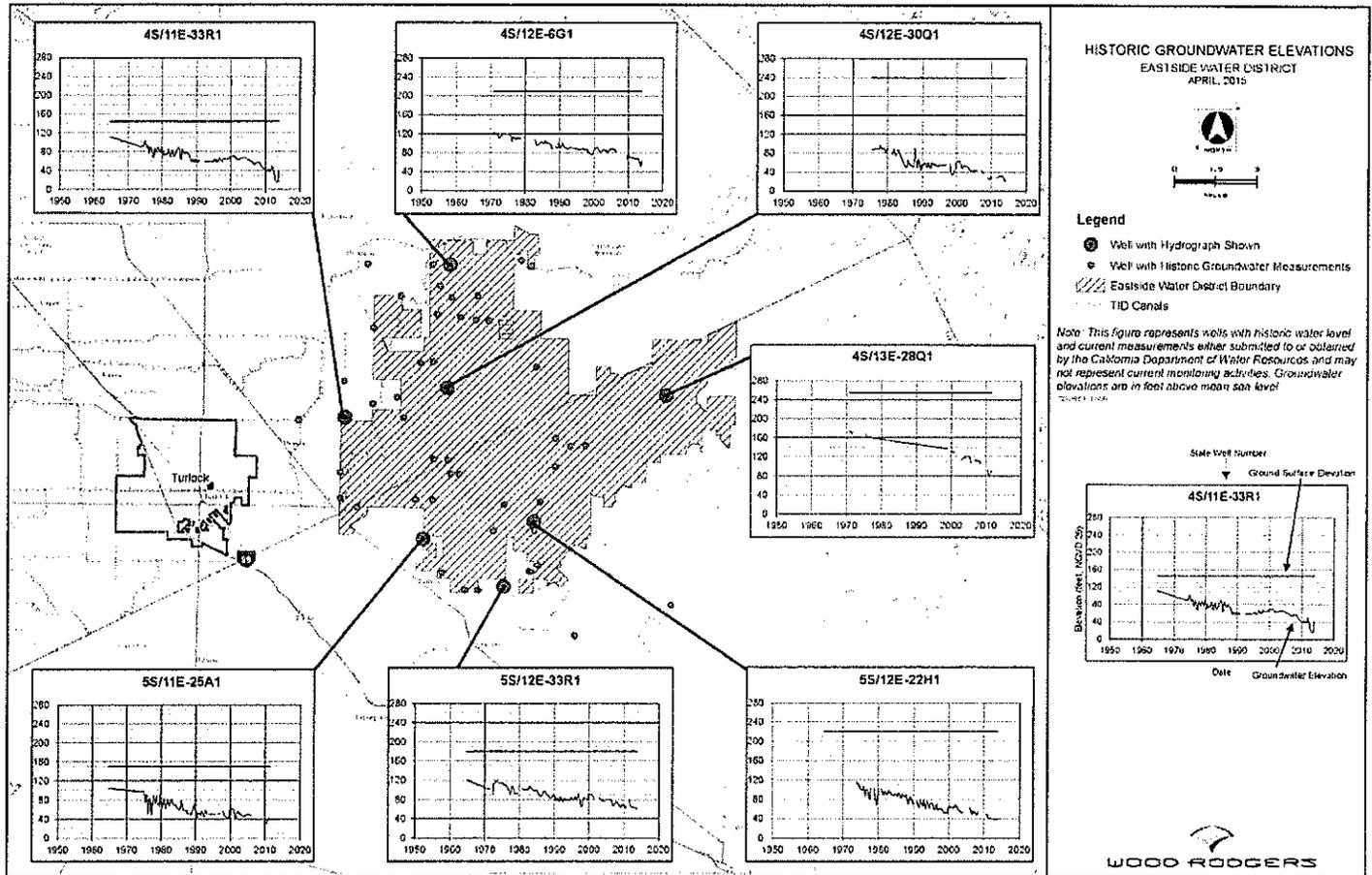
- Deliverables:**
- **Conceptual Hydrogeologic Model (Included in the Assessment Report)**
 - **Geologic Cross-Sections (Included in the Assessment Report)**



EXHIBIT A
Request for Proposal 15-320
Hydrogeological & Water Quality Assessment Study

Task 2 – Comprehensive Evaluation of the Groundwater Resource

For this task, Wood Rodgers will evaluate the data obtained in Task 1 with regard to groundwater elevations and provide a comprehensive evaluation of the occurrence and movement within the



underlying aquifers. Wood Rodgers recently completed a hydrogeologic assessment immediately east of the City for Eastside Water District (EWD). Groundwater measurements, as reported by the City and the California Department of Water Resources, will be uploaded to our groundwater elevation database. The groundwater elevation data will be plotted on hydrographs to determine long-term trends and to identify short-term fluctuations (periods of drought), as shown on the figure below. The annual rate of groundwater elevation change will be calculated for wells within this dataset.

Wood Rodgers will also prepare groundwater elevation contour maps from the most current available spring and fall groundwater elevation data. The groundwater elevation contour maps will be evaluated to characterize anticipated groundwater elevations, groundwater pumping depressions, and the direction of groundwater flow and hydraulic gradients. The contour maps will also be used to determine areas where the aquifers can accommodate potential recharge. Additionally, Wood Rodgers will identify



Hydrogeological & Water Quality Assessment Study

features such as water conveyance canals, irrigated lands, lakes, and streams which aid in the recharge of aquifers in the vicinity of the City.

- Deliverables:**
- **Groundwater Elevation Hydrographs (Included in the Assessment Report)**
 - **Groundwater Elevation Contour Maps (Included in the Assessment Report)**

Task 3 – Groundwater Quality

Water treatment is expensive. New municipal well designs should target aquifers with the best water quality and quantity, while avoiding aquifers with poor quality water. To fully understand the spatial variations in water quality, it is critical to identify the cause for the changed water quality. Wood Rodgers will evaluate existing water quality data (current and historic) produced from the City's well field and provide a comprehensive characterization of the groundwater quality.

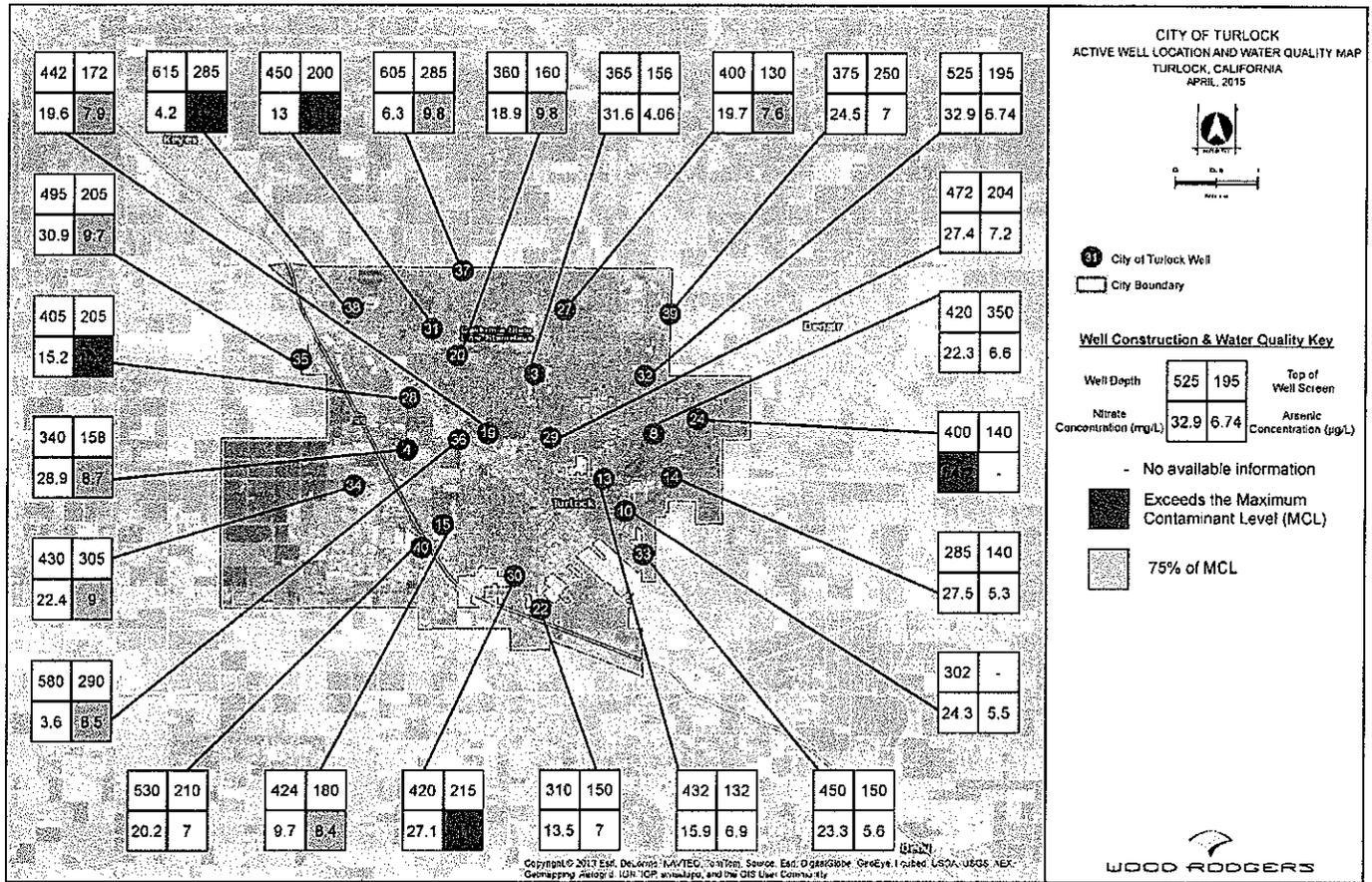
As shown in the figure below, the quality of groundwater throughout the City's service area varies both spatially and with depth. Plotting the data graphically allows for quick identification of problematic wells and aquifers. Each active well is projected geographically and illustrated (for each well) with the total well depth, top of the first screen section, and select water quality concentrations. Specific water quality constituents that are known to be problematic for the City include both arsenic and nitrate, which have been reported to be increasing overtime. Wood Rodgers will plot constituents of concern for the City's wells for the historic record to determine overall water quality trends.



EXHIBIT A

Request for Proposal 15-320

Hydrogeological & Water Quality Assessment Study



It is not uncommon that sudden changes in water quality are a result of a changed condition within the structure of a specific well, such as a hole due to corrosion or a defect in a well's construction, which allows groundwater from an unintended aquifer to enter the well structure. Wood Rodgers will assess the City's well field and provide water quality for constituents of concern, including concentrations over time.

- Deliverables:**
- **Groundwater Quality Maps – Draft Provided Above (Included in the Assessment Report)**
 - **Historic Groundwater Quality Graphs (Included in the Assessment Report)**

As shown in the figure below, the quality of groundwater throughout the City's service area varies both spatially and with depth. Plotting the data graphically allows for quick identification of problematic wells and aquifers. Each active well is projected geographically and illustrated (for each well) with the total well depth, top of the first screen section, and select water quality concentrations. Specific water quality constituents that are known to be problematic for the City include both arsenic and nitrate, which have been reported to be increasing overtime. Wood Rodgers will plot constituents of concern for the City's wells for the historic record to determine overall water quality trends.



Hydrogeological & Water Quality Assessment Study

Task 4 – Aquifer Evaluation and Water Resource Development

A comprehensive understanding of the hydraulic properties of the underlying aquifers adds tremendous value when it comes to siting and constructing new municipal supply wells. Wood Rodgers will utilize current groundwater level data (static and under pumping conditions), well capacity, and specific capacity (gallons per minute per foot [gpm/foot] of drawdown) and compare to historic data to assess for any changes over time. Wood Rodgers will identify wells where a specific depth interval or a specific aquifer is targeted in order to assess the aquifer characteristics. Wood Rodgers will coordinate with the City to conduct pumping/drawdown tests in each identified well, while utilizing the City's SCADA (supervisory control and data acquisition) to monitor drawdown in nearby wells. The drawdown data collected during each well test will be analyzed to determine the hydraulic properties of the aquifer, with regard to transmissivity, storativity, and estimated specific capacities.

The major aquifers will be assigned a classification based on the observed and calculated hydraulic properties with the intent of identifying aquifers which can meet the City's capacity and water quality objectives.

Deliverables: Estimated Aquifer Properties (Included in the Assessment Report)

Task 5 – Well Field Interference Assessment

Well field interference is a result of well pumping that induces deeper groundwater levels in nearby wells. Well field pumping has the potential to cause mutual pumping interference between wells where cones of depression merge radially outward. Deeper pumping water levels increase electrical costs to pump groundwater and reduce well capacity. The drawdown and radial impacts are related to the aquifer characteristics, the capacity of the pumping well, the distance between wells, and the duration the wells are pumped.

Concurrent with Task 5, Wood Rodgers will group wells together geographically and conduct pumping tests while monitoring nearby water levels through the City's SCADA system. The data collected during the pumping tests will be used to calculate the radius of influence of the pumping well's cone of depression and evaluate mutual pumping interferences.

Agricultural wells can influence water levels in municipal wells. Wood Rodgers will conduct an aerial photograph survey to try to identify agricultural wells in close proximity to the City's well field. The identified agricultural wells will be plotted on a map with the City's wells to assess the possibility of impacts to the well field. The information obtained during this assessment will be used to determine recommended minimum well spacing for future wells.

Similar in scope to this task, a recent Wood Rodgers' project included a well impact study to assess potential impacts to domestic wells during the operation of the new Madera County Public Works Department's Dublin Well (as described under project references). The Dublin Well was constructed in a rural neighborhood with individual domestic wells. The intent of the program was to identify and characterize potential impacts to groundwater levels in neighboring domestic wells and to project



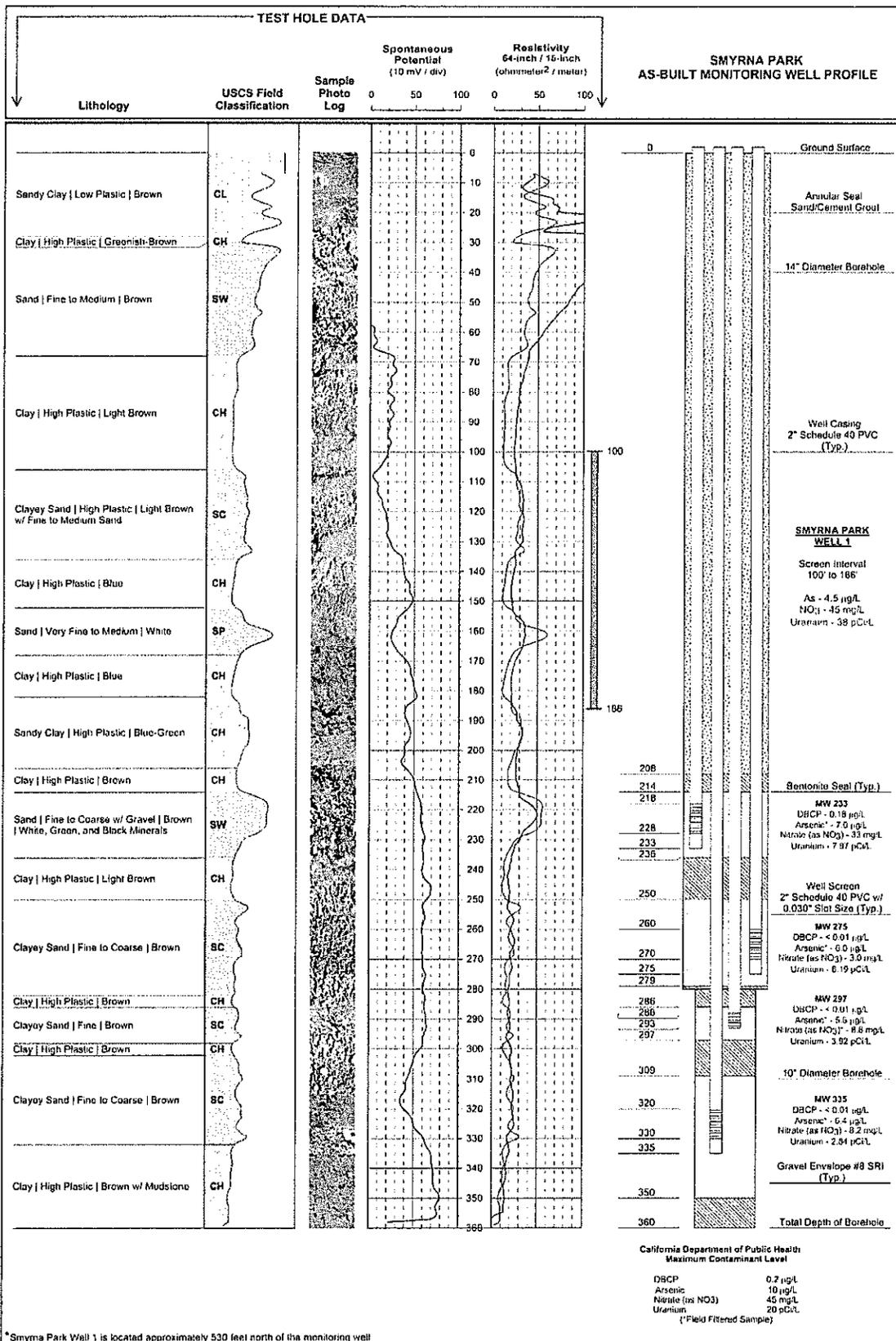
Hydrogeological & Water Quality Assessment Study

potential impacts at varying flow rates. The total impact measured in individual wells was used to predict the distance and amount of drawdown induced by the new Dublin Well.

Deliverables: **Well Field Interference Analysis (Included in the Assessment Report)**



EXHIBIT A Request for Proposal 15-320 Hydrogeological & Water Quality Assessment Study



PROJECT NO. 8353.008	AS-BUILT PLANS FOR CITY OF CERES SMYRNA PARK MONITORING WELL	 WOOD RODGERS <small>REGISTRAR - PROFESSIONAL ENGINEER 44421</small> <small>3381 O Street, Suite 1000A Turlock, CA 95290</small> <small>Phone: 916.341.7749 Fax: 916.341.7787</small>	DATE: 4/30/15 10:00 SCALE: V, 1" = 30' DRAWN BY: S.SPAETH DESIGNED BY: L.ERNST CHECKED BY: L.ERNST	J:\Users\3303_Ceres\2015_008_Ceres-Smyrna Park Well1.dwg A: PJP 6/15/2015 ENGR. BY: [] DATE: [] INIT: [] APPROVED: []
DRAWING 1	CERES, CALIFORNIA			
SHEET 1 OF 1				



Hydrogeological & Water Quality Assessment Study

Task 6 – Contamination Migration Evaluation

Understanding the hydrogeologic framework of an aquifer system and the transportation mechanisms of contaminants is of key importance in performing an evaluation of contaminant migration. In many shallow aquifer systems, groundwater movement is unrestricted from vertical and lateral movement due to the presence of highly permeable, interconnected geologic strata. Confining layers may not be laterally continuous and sometimes do not restrict groundwater movement on a regional scale. Identifying aquifer systems that have competent confining layers that are less susceptible to the vertical migration of shallow anthropogenic and naturally-occurring contaminants is critical.

Wood Rodgers has conducted many groundwater quality assessments that have linked the vertical migration of contaminants to poorly designed and constructed wells. In many of these assessments, well structures served as conduits connecting multiple aquifer systems with different water quality, facilitating the mixing and migration of contaminants over multiple aquifer horizons. Wood Rodgers completed a study for the City of Ceres which involved characterizing the vertical migration of salts from the deeper aquifers and nitrates from the shallow aquifers. The monitoring well profile figure (opposite page) was prepared for the City of Ceres as part of this hydrogeologic assessment to illustrate the downward and vertical distribution of uranium and arsenic.

Wood Rodgers will assess the hydrogeologic framework underlying the City for the potential of vertical and lateral migration of contaminants within the aquifer system. Wood Rodgers will review data maintained by the State of California to identify and project the location of known contamination. GeoTracker, GeoTracker GAMMA, and EnviroStor databases contain the location and description of groundwater contamination and cleanup activities. Data obtained from the online databases will be projected on a base map with the City's well field to identify proximity to known contamination as well as susceptibility to known contaminants. Well construction details will be cross-referenced to assess the potential for the well structures to contribute to the migration of identified contaminants. Wood Rodgers will estimate the concentrations of contaminants and on our geologic cross-sections. Wood Rodgers will provide the City with our recommendations for mitigating wells that have the potential to transport contamination.

Deliverables: Vertical Depiction of Contamination (Included in the Assessment Report)

Task 7 – Recommended Well Locations

Based on our characterization detailed in Tasks 1 through 7 and our understanding of the underlying groundwater resource, Wood Rodgers will identify aquifers with the most favorable water quality with regard to drinking water regulations that also have the ability to meet the City's capacity objective. Recommended well locations will be reviewed for regulatory compliance. As identified in Task 7, known contamination and/or active remediation sites will be projected on a City-wide map along with the recommended well locations/areas. The target depth for exploratory drilling will be provided for each site. Where additional water quality information is needed, a recommended approach to obtain this data will also be provided.

**Hydrogeological & Water Quality Assessment Study**

Deliverables: City-wide Map with Recommended Well Locations (Included in the Assessment Report)

Task 8 – Regulatory Issues

California’s regulatory environment is constantly evolving with regard to groundwater resource management. The recent adoption of the Sustainable Groundwater Management Act (SGMA) is by far the most significant law to date to address sustainable groundwater resource management. Additionally, regulatory frameworks exist for the protection of public health, water quality degradation, groundwater contamination, and minimum offset distances of public supply wells to known features (such as sewer and storm drain lines, manhole covers, petroleum transmission lines, etc.). Specific land uses (current and historic) which are regulated by the City’s Specific Plan can be Potentially Contaminating Activities (PCAs), such as underground petroleum tanks and dry cleaners.

Sustainable Groundwater Management Act (SGMA)

The Sustainable Groundwater Management Act (SGMA) of 2014 established a new structure for managing California’s groundwater resource at the local level. The SGMA requires the formation of locally controlled Groundwater Sustainability Agencies (GSAs) which must develop Groundwater Sustainability Plans (GSPs) to meet what the SGMA calls the “sustainability goal” within 20 years of implementation. The implementation of the SGMA is still in its infancy, which is currently an evolving process. Wood Rodgers will meet with the City and discuss its intentions to participate in a GSA.

Stanislaus County Groundwater Ordinance

Stanislaus County adopted a “Groundwater Ordinance” to protect the County’s groundwater resource from unsustainable extraction, which could result in groundwater overdraft, migration of poor quality water, or land subsidence. Wood Rodgers is on a project team that has been selected to develop a County-wide groundwater level monitoring network and database to assess the current conditions that will help develop a GSP to meet the objectives of the SGMA.

Title 22 Water Quality Regulations

The quality of potable water delivered to customers is regulated by the California Code of Regulations Title 22, Chapter 15 – Domestic Water Quality and Monitoring Regulations. The State Water Resources Control Board’s Division of Drinking Water (DDW) is charged with the oversight and regulation of domestic drinking water in California. Primary (health-based) and secondary (aesthetic) drinking water standards are routinely monitored for in both surface water and groundwater sources. Wood Rodgers will identify the main constituents of concern (COC) affecting the City and will provide the City with recommendations for moving forward, with respect to requiring well head treatment, or well modifications to improve water quality.

Revisions and additions of regulated contaminants to Chapter 15 of Title 22 are not common, but are resultant from an in-depth process, which takes into account the potential for harm to humans, the method and costs associated with treatment, and the economic impacts that specific requirements will



have on water systems. Every five years, the US Environmental Protection Agency releases a list of unregulated contaminants which are to be tested for to characterize its geographic distribution and range of concentrations and to determine if they need to be regulated. Recently, a new MCL for hexavalent chromium (2014) was added to the list of regulated contaminants. Wood Rodgers will review any identified contaminants that are in the process of or have the potential to be assigned an MCL and will reference to the quality of the water pumped from the City's well field.

Regulatory Offset Requirements for Municipal Wells

Well siting and construction is regulated by the Stanislaus County Department of Environmental Resources (issuer of well permits) and DDW regulations with respect to minimum distance to surface features that have the potential to contaminate groundwater or enter the well structure (i.e. storm main, sewer mains, manhole covers). As specific well sites are identified for potential assessment, these sites will need to be reviewed to determine if a well can be sited while meeting the minimum offset distances from regulated features. There are currently 28 DDW offset requirements.

Deliverables: Meetings with the City and provide input as requested

Task 9 – Planning Level Estimates for Well Head Treatment for Arsenic

Roughly 50 percent of the City's municipal wells produce groundwater with elevated concentrations of arsenic, with four of the City's wells currently exceeding the DDW MCL and nine wells within 75% of the MCL. Based on the water quality evaluated and baseline arsenic concentrations, Wood Rodgers will determine appropriate treatment methods for compliance. Wood Rodgers has conducted pilot studies on grant-funded projects to evaluate the best available technology for treatment of arsenic. Our experience has allowed us to assemble a database of alternatives and representative costs for treatment. Wood Rodgers will develop planning level design, construction, along with operations and maintenance cost estimates for a total of three alternate treatment methods for arsenic. Each of these methods will be presented to the City for input and discussion prior to finalizing. These methods will be refined based on City input and life cycle costs will be prepared as part of the final deliverable.

Deliverables: Well Head Treatment Cost Estimates Technical Memorandum

Task 10 – Inactive Well Testing

Task 10.1 – Evaluate City Wells

This task will consist of reviewing existing data and records for the City's active and inactive wells, evaluating problems, and identifying solutions.

Wood Rodgers will review the following data: well location, well construction, general age and condition, water quality, water levels, sand production, efficiency, capacity, known problems, and well site infrastructure (pumping equipment, sand separators, treatment equipment, etc.). Wood Rodgers will determine the existing capacity of the City's current well field. Wood Rodgers will compile the pertinent data for the City's well field into a matrix table to provide for a quick reference tool for each of



Hydrogeological & Water Quality Assessment Study

the City's wells. For each well, the matrix table will include well construction information (i.e. total borehole and well depth, screened intervals, sanitary seal depths), date of construction, well capacity, static and pumping water levels, specific capacity, and known problems (i.e. water quality issues, pump/well problems, operational concerns).

Based on the review of existing data obtained in Task 1 and our analysis from Task 3, Wood Rodgers will identify probable causes of problems with wells that could be remedied through well repair or modifications. The objective for repairs or modifications is to improve water quality and maximize capacity from existing sources. Wood Rodgers will provide the City with an outline of the options for repairs/modifications, along with planning level cost estimates and schedules.

Task 10.2 – Initial Well Testing

Concurrent with Task 11.1, Wood Rodgers will conduct well testing in several of the City's inactive wells. For budgeting purposes, we anticipate that this testing will be performed at three well sites (pending available capacity at the discharge location and assuming that the original pumping equipment is still installed and operable). During each pumping test, Wood Rodgers will measure groundwater levels (both static and under pumping conditions) and sand production. Time-series water quality samples will be obtained and analyzed for the constituents of concern based on the well evaluations described above and will be evaluated to determine short-term trends in water quality variations that are often associated with shallow holes in the well casing.

Wood Rodgers will then assess the water quality results and calculate the wells' specific capacity, which will be compared to historic data to identify any operational issues (i.e. reduced specific capacity, reduced capacity). This information will be used as a basis to establish current conditions and to see if additional testing (as described below) is warranted.

Task 10.3 – Expanded Well Testing

Based on the results of Task 11.1 and 11.2, Wood Rodgers will determine if further testing is warranted to complete our assessment. Additional work may include: video surveys, flow profiling, caliper surveys, spinner surveys, packer testing, or depth-specific water quality sampling. Wood Rodgers will provide a detailed bid schedule for the specific recommendations and provide hydrogeologic field support as warranted during the testing.

Task 10.4 – Summary Report and Recommendations for Repair

Wood Rodgers will summarize the results of Tasks 11.1 through 11.3 in a summary report that provides recommendations for repair or modifications to improve water quality. Cost estimates will be prepared for any recommended repairs, and the estimated change in capacity (reduction or increase) will also be provided. All field records, water quality results, video surveys, spinner surveys, and associated documents generated during this task will be included with the summary report for the City's records and reference.

Deliverables: Well Testing and Well Rehabilitation Recommendations Technical Memorandum



Task 11 – Well Design Guidelines

Improper well design can result in poor-quality water entering a well structure, such as inadequate seal depths, connection of multiple aquifers with differing water quality, or inter-aquifer mixing through the gravel envelope within the annular space. Therefore, municipal water well designs not only need to meet the project objectives (capacity, water quality, sand production), but they also need to be designed to protect the groundwater resource from water quality degradation (contamination), inter-aquifer mixing, and protection from varying hydraulic pressures associated with specific aquifers.

New municipal wells should be designed to meet service life expectancies. Wood Rodgers will meet with City staff to determine the objectives for new wells with regard to capacity requirements, anticipated service life, water quality, and existing/planned infrastructure. Incorporating our understanding of the hydrogeologic system, Wood Rodgers will prepare guidelines and conceptual well design(s) that will incorporate appropriate well casing, screen type and material, methods for determining gravel envelope gradation, appropriate sanitary and annular seal depths, and recommended construction and development techniques. New City wells should also to be designed to protect well structures from inelastic land subsidence.

Wood Rodgers will prepare guidelines and protocol to assess each site with exploratory drilling, which may include both test hole drilling and monitoring well construction.

Deliverables: **Well Design Guidelines Technical Memorandum**



April 29, 2016

Mr. Garner Reynolds
 City of Turlock
 156 S. Broadway, Suite 270
 Turlock, CA 95380

Dear Mr. Reynolds:

Subject: City of Turlock Well 32 Rehabilitation/Modification Services – Proposal

Wood Rodgers, Inc. is pleased to present our proposal to the City of Turlock (City) to provide oversight and well rehabilitation/modification support services for the City's Well 32, located at the intersection of North Berkley Avenue and Alex Way in the City of Turlock, California. The work to be performed on this well consists of the following Phases listed below; however, the decision to move forward with Phase 2 or Phase 3 will be based upon the outcome of the water quality analysis in Phase 1. Our scope of work and cost proposal are presented below.

SCOPE OF WORK

The scope of work for this project includes the following tasks: (1) Well Rehabilitation Services; (2) Project Coordination and Summary Report, and (3) Pump and Well Capacity Recommendations. Each task is described in greater detail below.

Task 1A – Phase 1 of Well Rehabilitation Services \$30,747

The work to be performed as part of Phase 1 consists of performing a well video survey to assess the well structure, cleaning of the well through swab/airlift development and AQUA-CLEAR™ PFD (liquid polymer dispersant) placement. Depending on the condition of the well screen as assessed from the video inspection, additional chemical or mechanical cleaning may be recommended. Upon completion of well assessment and cleaning activities, depth-specific water quality sampling of the well with the double swab tool will be conducted to determine the source of nitrate contamination within the well. Based upon the results from Phase 1, Wood Rodgers will determine and provide our recommendation for the appropriate course of action moving forward with the project. No additional work will be conducted until authorization by the City is given to proceed.

The estimated costs to conduct Phase 1 of this Task include:

Howk Systems	\$23,000
Water Quality	\$167
Overhead (10%)	\$2,316
<u>Wood Rodgers, Inc.</u>	<u>\$5,264</u>
Total:	\$30,747

Task 1B – Phase 2 of Well Rehabilitation/Modification Services **\$77,277**

The work to be performed as part of Phase 2 consists of the strategic placement of well casing patches inside the well structure from a depth of 194 feet to 244 feet, followed by the installation of a test pump with an intake at a depth of 420 feet, and water quality sampling collection and analysis.

The estimated costs to conduct Phase 2 of this Task include:

Howk Systems	\$65,300
Water Quality	\$167
Overhead (10%)	\$6,546
<u>Wood Rodgers, Inc.</u>	<u>\$5,264</u>
Total:	\$77,277

Task 1C – Phase 3 of Well Rehabilitation/Modification Services **\$73,390**

The work to be performed as part of Phase 3 consists of the installation of a 14-inch well liner to a depth of 318 feet, temporarily placing gravel in the existing well structure from 318 feet to 525 feet, placing a bentonite seal in the annular space around the liner from 315 feet to 318 feet, followed by placement of a cement grout annular seal from 315 feet to ground surface, airlifting placed gravel out of the well structure and performing test pumping and water sampling and analysis.

The estimated costs to conduct Phase 3 of this Task include:

Howk Systems	\$61,765
Water Quality	\$168
Overhead (10%)	\$6,193
<u>Wood Rodgers, Inc.</u>	<u>\$5,264</u>
Total:	\$73,390

Task 2 – Project Coordination and Summary Report **\$8,020**

Wood Rodgers' project manager will attend a pre-construction meeting at the Well 32 site with the City and Contractor to discuss the work program and any issues that may affect equipment set up and execution of the work, including discharge requirements to the storm drain and sanitary sewer. Wood Rodgers' project manager will also provide coordination and technical support during the project, including regular project updates.

Wood Rodgers will coordinate site work and scheduling with the selected contractor. Following well rehabilitation and testing, Wood Rodgers will assemble all of the pertinent well rehabilitation/modification records and provide this information in a written report. The report will include a summary of the project, all daily field reports, an

Mr. Garner Reynolds
April 29, 2016
Page 3

inventory of the materials installed, as-built well profiles, well pumping test plots, water quality results, caliper and deviation surveys, and well video surveys.

Task 3 – Pumping and Well Capacity Recommendations **\$3,380**

Upon completion of the well rehabilitation/modification work, Wood Rodgers will provide the City with our recommended well capacity and pump setting depth for Well 32. Wood Rodgers will work with City for selection of the final pumping equipment. Wood Rodgers will review the pumping equipment submittal from the Pump Contractor to determine if the selected pump will be appropriate for the changed pumping conditions.

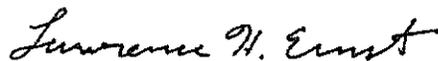
PROJECT COST

The total cost to perform the tasks described above would be \$192,814, which includes \$165,622 of outside services. Outside services include well rehabilitation and well modification services, water quality sampling, and analysis. Detailed Cost Estimate Worksheets are enclosed for your reference. All billing will be made in accordance with the enclosed Wood Rodgers, Inc, 2016 Schedule of Fees (Exhibit "B") and in accordance with our existing contract with the City and the attached special conditions. All work performed will be billed on a Time and Materials basis. It is important to note that well rehabilitation programs are fluid, and the approach/scope/budget could vary depending on what is encountered during the assessment and the first phase of work. Wood Rodgers will notify the City if there are significant differences from what has been reported.

We look forward to working with you to complete this project. If you have any questions or require additional information, please call me at (916) 341-7447 (office) or (916) 417-7687 (cell).

Sincerely,

Wood Rodgers, Inc.



Lawrence H. Ernst, PG, CEG, CHG
Principal Hydrogeologist

EXHIBIT "B"



WOOD RODGERS

SACRAMENTO FEE SCHEDULE
 Effective January 1, 2016

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/LA* II	\$230
Principal Engineer/Geologist/Surveyor/Planner/LA* I	\$185
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$180
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$170
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$160
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$150
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$140
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$130
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$105
CAD Technician III	\$120
CAD Technician II	\$110
CAD Technician I	\$100
Project Coordinator	\$110
Administrative Assistant	\$90
1 Person Survey Crew**	\$175
2 Person Survey Crew**	\$255
3 Person Survey Crew**	\$335
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

*LA = Landscape Architect

** Survey rate subject to change March 1, 2016, pending Union contract negotiations.

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 54.0 cents per mile.

Fee Schedule subject to change January 1, 2017.

Mr. Garner Reynolds
April 29, 2016
Page 5

SPECIAL CONDITIONS

1. Any scope of work completed after December 31, 2016 will be subject to cost of living increases.
2. This scope of work does not include NPDES permitting or monitoring. It is assumed that all water will be discharged to locations where the City secured discharge permits or legal permission to discharge.
3. Client understands that the time & materials estimated costs provided herein are estimates only, that our work will be performed on a time & materials basis, and that various line items included herein may be either exceeded or reduced by actual billing.
4. Any cost estimates prepared represent preliminary amounts that are subject to change. Wood Rodgers, Inc. will not assume responsibility for the use of these costs in budget analysis or be held liable for potential development cost increases associated with the execution of this project.

EXHIBIT B



WOOD RODGERS, INC.

SACRAMENTO FEE SCHEDULE

Effective January 1, 2017

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/LA* II	\$235
Principal Engineer/Geologist/Surveyor/Planner/LA*	\$195
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$185
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$175
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$165
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$155
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$145
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$135
Assistant Engineer	\$110
CAD Technician III	\$125
CAD Technician II	\$115
CAD Technician I	\$105
Project Coordinator	\$115
Administrative Assistant	\$95
1-Person Survey Crew	\$180
2-Person Survey Crew	\$260
3-Person Survey Crew	\$340
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work, Expert Witness Preparation & Testimony	Rate Plus 50%

*LA = Landscape Architect.

Auto mileage will be charged at the IRS standard rate, currently 54.0 cents per mile.

Fee Schedule subject to change January 1, 2018.



WOOD RODGERS
COST ESTIMATE WORKSHEET

Client	<u>City of Turlock</u>	Date	<u>1/10/2017</u>
Project Name	<u>Well 31 Modification</u>	Job Number	<u>8604</u>
Task	<u>1 - Lower Well Destruction</u>	Estimate By	<u>BED</u>

		<i>Rate</i>	<i>Units</i>	<i>Quantity</i>	<i>Cost</i>	
Labor	Principal II	\$ 235.00	Hours	6	\$ 1,410	\$6,130
	Principal I	\$ 195.00	Hours		\$ -	
	Associate Engineer III	\$ 185.00	Hours		\$ -	
	Associate Engineer II	\$ 175.00	Hours		\$ -	
	Associate Engineer I	\$ 165.00	Hours	8	\$ 1,320	
	Engineer III	\$ 155.00	Hours		\$ -	
	Engineer II	\$ 145.00	Hours	16	\$ 2,320	
	Engineer I	\$ 135.00	Hours	8	\$ 1,080	
	2-Person Survey Crew	\$ 260.00	Hours		\$ -	
	3-Person Survey Crew	\$ 340.00	Hours		\$ -	
	ACAD Drafting	\$ 125.00	Hours		\$ -	
	Clerical	\$ 95.00	Hours		\$ -	

Direct Expenses	Ground Travel	\$ 0.5400	Miles	700	\$ 378	\$378
	Subsistence, Days	\$ 30.00	Days		\$ -	
	Subsistence, Overnight	\$ 120.00	Nights		\$ -	
	Transducer Rental	\$ 25.00	Days		\$ -	
	Materials	+10%	Total		\$ -	

Outside Services	Contractor (Road Runner Drilling) w/10% Contingency	\$ 5,000				\$6,600
	Water Quality	\$ 1,000				
		\$ -				
	Overhead (10%)	\$ 600				

TOTAL FOR TASK \$ 13,108				
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SUMMARY OF COSTS BY TASK

Client	<u>City of Turlock</u>	Date	<u>1/10/2017</u>
Project Name	<u>Well 31 Modification</u>	Job Number	<u>8604</u>
		Estimate By	<u>BED</u>

		<i>Labor</i>	<i>Direct Expenses</i>	<i>Outside Services</i>	<i>Total for Task</i>
Tasks	1 - Lower Well Destruction	\$6,130	\$378	\$6,600	\$13,108
Subtotal:		\$6,130	\$378	\$6,600	
				TOTAL	\$13,108



BID SCHEDULE

City of Turlock
Well 31 Well Modification
Stanislaus County, California
January 9, 2016

BID ITEM	DESCRIPTION	UNIT PRICE	UNITS	QUANTITY	EXTENDED PRICE
1	Mobilization	1380.00	Lump Sum	1	\$1380.00
2	Gravel Placement	28.00	Linear Feet	50	\$1400.00
3	Neat Cement Seal	35.00	Lump Sum	25	\$875.00
4	Well Video Survey	900.00	Lump Sum	1	\$900.00

CONTRACTOR: Roadrunner Drilling & Pump	DATE: January 9, 2017	TOTAL: \$4,555.00
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Notes:

- 1) This project is located near the intersection of North Walnut Road and Wagtail Way in the City of Turlock, CA
- 2) This project is prevailing wage and certified payroll
- 3) Project site access is good
- 4) Assume daylight working hours
- 5) Contact Bryan DeMucha at (530) 864-0398 with any questions

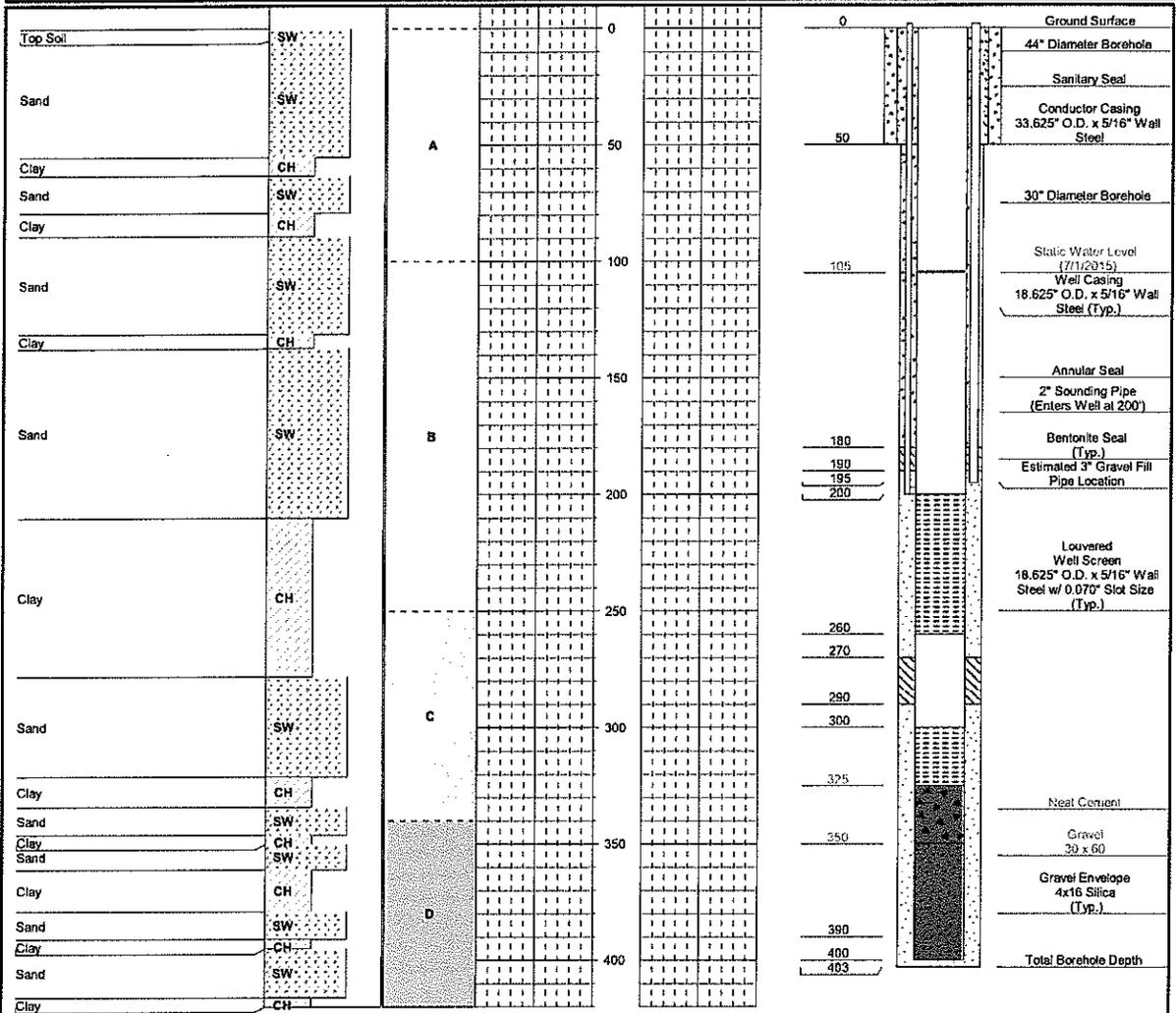
BOREHOLE DATA
DWR #458474

Spontaneous Potential
(10 mV / div)

Resistivity
64-inch / 16-inch
(ohmmeter² / meter)

WELL MODIFICATION DESIGN PROFILE

Driller's Log Estimated USCS Field Classification Aquifer Classification



WELL INFORMATION

SWL = 105 ft (7/1/2015)
 PWL = 165 ft (4/1/2015)
 Q = 2,167 gpm
 Q/s = 36.1 gpm/ft of drawdown

WATER QUALITY

As = 10.5 ug/L (3/18/2015)
 Cr6 = 7.5 ug/L (9/18/2014)

PROJECT NO. 8604.001	WELL MODIFICATION DESIGN PROFILE FOR CITY OF TURLOCK WELL 31 TURLOCK, CALIFORNIA		DATE: 1/9/17 12:49 SCALE: V: 1" = 50' DRAWN BY: J.JEFFERNAN DESIGNED BY: UNKNOWN CHECKED BY: S.SPAETH	J:\job\8604_Turlock\8604_001_DWG_Assessment\DrawnWell_Profile 1 Profile Creation JEH 6/28/2015 2 Modification Profile KRJ 9/22/2016
FIGURE 1				
SHEET 1 OF 1				

City Council Staff Report

February 14, 2017



51



From: Michael I. Cooke, Municipal Services Director
Prepared by: Allison Martin, Executive Administrative Assistant
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the overhire of one (1) Electrical Mechanical Technician in the City of Turlock Municipal Services Department due to anticipated retirement of the incumbent on July 1, 2017

2. SYNOPSIS:

Overhiring one (1) Electrical Mechanical Technician position due to anticipated retirement.

3. DISCUSSION OF ISSUE:

The Municipal Services Department requests to overhire an Electrical Mechanical Technician due to the anticipated retirement of the incumbent. There are currently five (5) full time Electrical Mechanical Technicians. One (1) of these individuals has notified the Department of his intent to retire from the City of Turlock on July 1, 2017. Appointing a replacement prior to the proposed retirement will allow for the orientation and training necessary to make the replacement employee successful in the position, while maintaining service levels.

Electrical Mechanical Technicians are responsible for the maintenance and repair of electrical systems, equipment and fixtures for the City's water, sewer, and storm drain systems, including the Regional Water Quality Control Facility. Furthermore, these technicians maintain and repair traffic signals and street light systems. The complete job description is included as Attachment A.

Approving the overhire of an Electrical Mechanical Technician would assist the Municipal Services Department and the City of Turlock by maintaining service levels throughout the transition. The new Electrical Mechanical Technician would have an opportunity to train with the retiring Electrical Mechanical Technician prior to his departure. The continuation of service would be seamless.

OK for Agenda
pm H.R.

4. BASIS FOR RECOMMENDATION:

- A. The Municipal Services Department has an eligibility list from a recent current recruitment in which to hire a replacement. Overhiring at this time will save the time and expense of a separate recruitment the next fiscal year.
- B. The overhire of the Electrical Mechanical Technician will allow for the training of the new recruit prior to the incumbent's retirement.
- C. Until recently, two positions within this Division were vacant for approximately six (6) months. Therefore, there are adequate salary savings from these two vacancies to fund the temporary over-hire of this position.

5. POLICY GOAL AND IMPLEMENTATION PLAN INITIATIVE:

Policy Goal #1 – Effective Leadership

General Principles:

- 2. Provide clear organization purpose and vision.

Action Item:

- 2. Develop our employees so they are prepared for advancement and/or other career opportunities.
 - Identify, plan and prepare for key retirements and vacancies.

6. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The funding to cover the cost of overhiring for the Electrical Mechanical Technician that will retire in July 2017 will be from salary savings in FY 2016/17 due to two (2) vacant Electrical Mechanical Technician positions that were not filled for the first half of the fiscal year.

7. CITY MANAGER'S COMMENTS

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. City Council may choose not to overhire for the anticipated vacancy. This alternative is not recommended. There are significant advantages to be had from overhiring for this position, including a smooth transfer of institutional knowledge and the use of the current eligibility list which can save significant time and effort for the Human Resources Division.



Electrical Mechanical Technician I

DEFINITION

To perform skilled electrical and mechanical work in the installation, alteration, maintenance and repair of electrical systems, equipment and fixtures in a Wastewater Treatment Plant, Water Well pumping stations, Traffic Signals and Street Light systems, and related facilities.

This classification is assigned to the Miscellaneous bargaining unit for labor relations purposes and is subject to overtime, call-back and standby assignments.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the Electrical Mechanical Maintenance Supervisor.

ESSENTIAL FUNCTIONS: Duties may include, but are not limited to, the following:

- Install plant-related conduits, wires, relays, pull boxes, switch boards and switches required in making additions, extensions or alterations in electrical systems. Perform maintenance on Traffic Signal light heads and Street lights.
- Perform preventative maintenance on Wastewater Treatment Facilities, Water Wells, Sewer and Storm pumping systems, Traffic Signal and Street lighting systems.
- Repair and replace defective parts in motors, generators, pumps, relays, switches and other systems pertaining to Wastewater Treatment Facility plant fixtures, Water Wells, Sewer and Storm pumping systems and appliances.
- Inspect, diagnose and perform major and minor repair work on motors, pumps, boilers, hydraulic equipment, generators, filters, automatic sprinkler systems, and other plant equipment.
- Fabricate, weld and modify parts and equipment as required.
- Maintain records and logs of work performed.
- Use of Computers for logging work completed, record keeping, equipment data retrieval using Computerized Maintenance Management Software (CMMS).
- Assist in all general maintenance activities at the plant as required.
- Respond to emergency work requirements 24 hours per day seven days a week.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Standard practices, materials, tools and equipment used in the mechanical, plumbing and electrical repair of major and minor mechanical equipment systems.
- Basic knowledge of electrical and mechanical systems in all assigned areas.
- Metal fabrication and welding.
- Occupational hazards and standard safety rules and precautions of the trade.
- Operation of internal combustion engines and electrical pump motors and water pumps.

Ability to:

- Understand and carry out oral and written instructions.
- Use electrical test equipment.
- Work with high voltage and equipment and machinery.
- Demonstrate safe boom/ladder truck operation.
- Read and interpret blueprints, sketches and diagrams.
- Work in confined and high places with all **OSHA** safety rules and regulations.
- Work while wearing self-contained breathing apparatus.
- Use and care for tools and equipment of the electrical and mechanical trade.

EDUCATION AND EXPERIENCE

Education:

High School diploma or GED certificate.

Experience:

Three years of experience involving skilled mechanical or electrical maintenance on major equipment and systems.

LICENSE AND/OR CERTIFICATE

License:

Possession of an appropriate, valid California Driver's License at the time of appointment, to be maintained as a condition of continued employment. Ability to obtain a Class B Driver's License within nine (9) months from date of employment, to be maintained as a condition of continued employment.

Certificate:

Possession of a Mechanical or Instrumentation Technology Grade I Certification within 24 months from date of hire.

Possession of a Traffic Signal Technician Level I Certification within 24 months from date of hire.

Possession of a Roadway Lighting Level I Certification within 24 months from date of hire.

Possession of a Work Zone Safety Certification within 24 months from date of hire.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: see well enough to read, write and make observations, operate hand and power tools, vehicles and heavy equipment; hear well enough to converse on the radio, telephone and in person; bodily mobility to walk, bend, stand, crouch or climb for extended periods of time, operate assigned equipment and vehicles and perform heavy manual labor for extended periods; ability to tolerate extreme fluctuations in temperature while performing essential functions and be able to lift equipment as necessary.

Reviewed and approved: Human Resources

October, 1985

Revised, 6/90

Revised, 1/96

Revised, 5/03

Revised, 10/04

Revised, 06/05

Revised, 2/08

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
OVERHIRE OF ONE (1) ELECTRICAL }
MECHANICAL TECHNICIAN IN THE CITY OF }
TURLOCK MUNICIPAL SERVICES }
DEPARTMENT DUE TO ANTICIPATED }
RETIREMENT OF THE INCUMBENT ON }
JULY 1, 2017 }

RESOLUTION NO. 2017-

WHEREAS, an Electrical Mechanical Technician with the Municipal Services Department has notified the Department of his intent to retire from the City of Turlock on July 1, 2017; and

WHEREAS, the Electrical Mechanical Technicians are responsible for the maintenance and repair of electrical systems, equipment and fixtures for the City's water, sewer, and storm drain systems; and

WHEREAS, appointing a replacement prior to the proposed retirement will allow for the transfer of institutional knowledge, as well as the orientation and training necessary to make the replacement employee successful in the position while maintaining the regular level of service; and

WHEREAS, the Municipal Services Department has an eligibility list from a recent current recruitment in which to hire a replacement and save the time and expense of a separate recruitment the next fiscal year; and

WHEREAS, there are adequate salary savings from two (2) vacant positions to fund the temporary over-hire of this position.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby authorize the overhire of one (1) Electrical Mechanical Technician in the City of Turlock Municipal Services Department due to anticipated retirement of the incumbent on July 1, 2017.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of February, 2017, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

City Council Staff Report

February 14, 2017



5J



From: Robert A. Talloni, Fire Chief
Prepared by: Gary Carlson, Fire Operations Chief
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Agreement between the City of Turlock and Blue Collar Training Network, LLC to provide specialized rescue training to the Turlock Fire Department, in an amount not to exceed \$23,851, through September 30, 2017

2. SYNOPSIS:

Approving an Agreement for specialized fire rescue training, using existing grant funds.

3. DISCUSSION OF ISSUE:

Turlock Fire received an Assistance to Firefighters Grant in 2016 for the purpose of training firefighters in high risk/low frequency emergencies that the department may encounter. Training of this type is very technical, specialized and perishable and should be taught by experts in the field. The addition of new businesses in the City have increased the risk for emergency incidents in the technical areas of confined space, trench, and heavy extrication rescue. Turlock applied and received grant funding to better prepare for these emergencies.

After receiving federal funding for this project, Turlock researched several companies that provide high level training in these areas. Blue Collar Training Network was mentioned again and again by other fire departments as providing exceptional and professional hands-on training in the areas identified.

Blue Collar Training Network employs active duty firefighters from around the country who are experts in the areas listed above. They will perform on site, hands-on training that will better prepare Turlock's firefighters to mitigate high risk, specialized emergencies in and around the city.

Turlock Fire is seeking authorization to utilize the grant funds to enter into an agreement with Blue Collar Training Network, for the purpose of providing training

OK for Agenda

[Handwritten signature]

and assisting with building specialized training props for the department's future use. This training will better prepare the Fire Department to expertly mitigate the high risk/low frequency type of emergency calls that may be encountered.

4. BASIS FOR RECOMMENDATION:

- A. The City Council approved acceptance of the Assistance to Firefighters Grant on September 13, 2016 with the expectation that the Fire Department would seek out and administer top level training to our firefighters.
- B. The Fire Department has grant funds available in account number 265-30-300-313.51108_001 "AFG EMW-2015-FO-05561" in the 2016/17 Budget.

5. POLICY GOAL AND IMPLEMENTATION PLAN INTITATIVE:

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.

6. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None by this action. Grant funds have already been allocated for the purpose of this project.

7. CITY MANAGER'S COMMENTS:

Recommend Approval

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. Council may choose not to approve the agreement with Blue Collar Training Network; however this alternative is not recommend as this action is in line with City Council Policy Goals regarding grant funding.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
Blue Collar Training Network, LLC

THIS AGREEMENT is made this 14th day of February, 2017, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **Blue Collar Training Network**, a limited liability corporation, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for specialized rescue training for the Fire Department; 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 C 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 total sum of this Agreement exceed twenty three thousand eight hundred fifty one and No/100^{ths} Dollars (\$23,851). 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.

4. TERM OF AGREEMENT: This Agreement shall become effective February 28, 2017 and end September 30, 2017, subject to CITY's availability of funds.

5. 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.

6. 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.

7. 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.

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

9. 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.

10. 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.

11. 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.

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

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

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

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

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

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

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

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

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

20. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of 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.

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

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

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

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

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

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

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

26. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws 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.

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

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

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

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

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

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

for CONSULTANT: Blue Collar Training Network, LLC
Attention: Jeff Hakola, CEO
1520 Buhach Rd
Atwater, CA 95301
PHONE: 209-777-0334
EMAIL: Hakolajeff@gmail.com

for CITY: CITY OF TURLOCK
ATTN: Robert Talloni, Fire Chief
Fire Department
244 NORTH BROADWAY
TURLOCK, CALIFORNIA 95380-4737
PHONE: (209) 668-5580
FAX: (209) 668-5558

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

Gary Carlson, Operations Chief
Turlock Fire
244 N. Broadway
Turlock, California 95380-4737
Telephone: (209) 668-5580
E-mail: gcarlson@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

By: _____

Gary Soiseth, Mayor

or

Gary R. Hampton, City Manager

Date: _____

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Phaedra A. Norton, City Attorney

ATTEST:

By: _____

Jennifer Land, City Clerk

EXHIBIT A

A. Contractor shall:

1. Provide training, training materials, and certifications of completion for the Heavy Lifting and Stabilization of Commercial vehicles course
 - a. Instruction will be provided for no more than 24 students at a location provided by the city of Turlock Fire department
 - b. One two-day session shall be conducted, as specified by the City of no more than 24 students. The session shall provide 4 hours of classroom instruction and 12 hours of hands-on instruction, in which students will actively participate in the training. The instruction will have a maximum instructor to student ratio of 1:12.
 - c. The curriculum will meet the standards required by National Fire Protection Association (NFPA) 1670
2. Provide all instruction material for the above referenced training.
3. Provide certificates of completion.
4. The Contractor is responsible for securing, the class room, vehicles, tools, Heavy Tow trucks, and Training site needed for class at the sum of 2500.00 for Eppers towing.
5. The City of Turlock Fire department is responsible for the purchase and delivery of lumber needed to the site as set forth in Exhibit B

B. Learning objectives for the training will include, but are not limited to:

1. Commercial vehicle Size-up
2. Stabilization
3. Hazards
4. Lifting tools
5. Incident Response
6. Pre-Arrival operations
7. Heavy Wrecker familiarization

C. Payment Provisions are as follows:

1. See Exhibit C

Exhibit B,

20- 4x4x8' douglas fir

6- 2x4x8' douglas fir

Exhibit C,

See attached Quote for the Amount of: 7712.80, PO # 00162016

A. Contractor shall:

1. Provide training, training materials, and certifications of completion for the California State fire Marshall (CSFM) Trench Rescue course
 - a. Instruction will be provided for no more than 24 students at a location provided by the city of Turlock Fire department
 - b. One three-day session shall be conducted, as specified by the City of no more than 24 students. The session shall provide 8 hours of classroom instruction and 16 hours of hands-on instruction, in which students will actively participate in the training. The instruction will have a maximum instructor to student ratio of 1:12.
 - c. The curriculum will meet the standards required by the CSFM and be consistent with national Fire Protection Association (NFPA) 1670
2. Provide all instruction material for the above referenced training.
3. Provide certificates of completion, CSFM task books, and CSFM certifications.
4. The City of Turlock Fire Department is responsible for securing, and excavating the Trench's needed for class as set forth in Exhibit A
5. The City of Turlock Fire department is responsible for the purchase and delivery of lumber needed to the site as set forth in Exhibit B

B. Learning objectives for the training will include, but are not limited to:

1. Trench and Excavation regulations.
2. Understanding Soil
3. Trench Configurations
4. Trench Hazards
5. Incident Response
6. Pre-Entry Operations
7. Shoring Systems

C. Payment Provisions are as follows:

1. See Exhibit C



BlueCollarTrainingNetwork,

Bill To:
City of Turlock

Ship To:
City of Turlock
Fire dept

Invoice #: 00162016

Invoice Date: 9-29-2016

Customer ID: Trench Rescue

1520 Buhach RD
Atwater, CA 95301
UNITED STATES
Phone: 209-777-0334

Email: Bluecollartn@gmail.com

Invoice

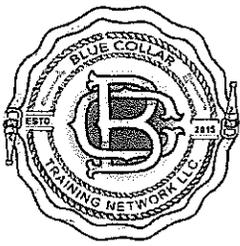
Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
9-29-2016	00162016	00162016	Jeff	N/A	Email	N/A	47-5329203

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total	
3	Instructors	N/A	400.00 a day x 3 days	N/A	N/A	1200.00	3600.00	
3	Hotels	N/A	100.00 a night x 3 nights x 2rooms	N/A	N/A	100.00	600.00	
3	Per diem	N/A	56.00 a day x 3 inst x 3 days	N/A	N/A	168.00	504.00	
24	Manuals	N/A	Student Manuals	N/A	N/A	20.00	480.00	
24	Certs	N/A	State Certificates	N/A	N/A	20.00	480.00	
Please make check payable to Blue Collar Training Network LLC								
							<i>Subtotal</i>	5644.00
							<i>Tax</i>	0
							<i>Shipping</i>	0
							<i>Miscellaneous</i>	1128.80
							<i>Balance</i>	6772.80

Remittance

Customer ID: 00162016
Date: 9-29-2016
Amount Due: 0.00
Amount Enclosed:





BlueCollarTrainingNetwork,

Bill To:
City of Turlock

Ship To:
City of Turlock

Invoice #: 00152016
Invoice Date: 9-30-2016
Customer ID: Heavy Lift

4580 W Hwy 140
Atwater, CA 95301
UNITED STATES
Phone: 209-777-0334

Email: Bluecollartn@gmail.com

Invoice

<i>Date</i>	<i>Your Order #</i>	<i>Our Order #</i>	<i>Sales Rep.</i>	<i>FOB</i>	<i>Ship Via</i>	<i>Terms</i>	<i>Tax ID</i>
9-30-2016	00152016	00152016	Jeff	N/A	Email	N/A	47-5329203

<i>Quantity</i>	<i>Item</i>	<i>Units</i>	<i>Description</i>	<i>Discount %</i>	<i>Taxable</i>	<i>Unit Price</i>	<i>Total</i>
3	Instructors	N/A	400.00 a day x 2 days	N/A	N/A	1200.00	2400.00
2	Hotels	N/A	150.00 a night x 3 nights	N/A	N/A	150.00	900.00
2	Airfare	N/A	150.00 x 2 inst	N/A	N/A	150.00	300.00
3	Per diem	N/A	56.00 a day x 3 days	N/A	N/A	504.00	504.00
24	Manuals	N/A	Student manuals	N/A	N/A	240.00	240.00
			Please make check payable to Blue Collar Training Network LLC				

<i>Subtotal</i>	4344.00
<i>Tax</i>	0
<i>Site</i>	2500.00
<i>Miscellaneous</i>	868.80
<i>Balance</i>	7712.80

Remittance

Customer ID: 00152016
Date: 9-30-2016
Amount Due: 00.00
Amount Enclosed:





TRENCH RESCUE TECHNICIAN

Course Plan

FSTEP

Course: Trench Rescue Technician (2014)

Hours: 24

Designed For: All fire service and allied emergency response personnel

Description: This three day (24 hour) course will take you from classroom discussion to working safely and efficiently in a trench rescue environment. This hands-on training program will cover topics that include: Trench and Excavation Regulations, Understanding Soil, Trench Configurations, Trench Hazards, Rescue Team Preparation, Incident Response, Initial On Scene and Pre-Entry Operations, Shoring Systems and Components, Installation of Shoring Systems, Victim Rescue and Recovery and Incident Termination

Prerequisites: Rescue Systems 1

Certification: None

Max. Class Size: 24

Student/ Intr. Ratio: 12/1:

1-Squad Site: 12:1 (12 total students) with 1 Senior Instructor

2-Squad Site: 12:1 (24 total students) with 1 Senior Instructor and 1 Primary Instructor

Restrictions: The Senior Instructor must validate the trench rescue training site for compliance with the Trench Rescue Site Requirements and Equipment Standards

REQUIRED STUDENT MATERIALS		EDITION	VENDORS
▪ Trench Rescue Technician Manual		2014	CMC
REQUIRED INSTRUCTOR MATERIALS			
▪ Trench Rescue Technician Manual		2014	CMC
VENDORS			
CMC	CMC Website		www.cmcrecue.com
TRENCH RESCUE TECHNICIAN COURSE PLAN			

INTRODUCTION

Terminal Learning Objective: Students provided with information from this chapter, along with headlines from current events, will be able to recall fatality statistics and case histories and accurately apply this information to potential liabilities in trench rescue operations.

Enabling Learning Objective:

- Cite fatality and injury statistics from case histories and recent trench rescue incidents.
- Understand their personal liability and the potential for criminal prosecution, including monetary fines when standard operation guidelines are not adhered to

CHAPTER 1

Terminal Learning Objective: Students, with the information provided in this chapter, will demonstrate their knowledge by accurately citing specific regulations that impact trench rescue operations.

Enabling Learning Objective:

- Cite Federal Standard for Trenching and Excavations
- Cite California Standard for Trenching and Excavations
- List examples of other related regulations that may impact trenching operations
- Understand the importance of OSHA regulations as they relate to training and exercises

CHAPTER 2

Terminal Learning Objective: Students provided with information from this chapter, will be able to accurately describe soil classifications and types, soil testing procedures and other factors affecting trench stability.



TRENCH RESCUE TECHNICIAN

Course Plan

TRENCH RESCUE TECHNICIAN COURSE PLAN (cont'd)

Enabling Learning Objective:

- Discuss basic soil facts and statistics
- Cite soil classifications and types
- Demonstrate soil testing
- Identify trench hazards and other factors affecting soil

CHAPTER 3

Terminal Learning Objective: Students, with the information provided in this chapter, will be able to accurately recognize types of trenches and excavations, along with the types of collapses, collapse patterns, and factors leading to trench failures.

Enabling Learning Objective:

- Define and describe a trench
- Identify the different types of trenches
- Recognize different types of collapse
- Distinguish various collapse patterns
- Identify the points of a trench

CHAPTER 4

Terminal Learning Objective: Students provided with the information provided in this chapter, will accurately describe the different types of hazards associated in and around the trench incident as well as how to mitigate those hazards.

Enabling Learning Objective:

- Identify types of trench collapses and failures
- Identify hazardous trench soil conditions
- Understand gravity as a hazard
- Identify water hazards
- Understand surcharge loads
- Identify underground utilities as hazards
- Understand hazardous atmospheres
- Identify vibration hazards
- Develop a mitigation plan for identified hazards

CHAPTER 5

Terminal Learning Objective: Students, with information provided in this chapter, will accurately recall and discuss rescue team preparation including rescue tool maintenance and use, scene accountability, personal protective equipment and scene safety.

Enabling Learning Objective:

- Discuss the importance of trench rescue training
- Identify and discuss the use of proper tools and equipment
- Discuss the importance of rescue team building
- Discuss the importance of accountability and discipline
- Discuss mitigation techniques and the importance of safety working in and around trench emergencies
- Discuss and demonstrate proper personal protective equipment (PPE)

CHAPTER 6

Terminal Learning Objective: Students provided with information from this chapter, will accurately outline trench rescue considerations when responding to a given trench rescue incident.



TRENCH RESCUE TECHNICIAN

Course Plan

TRENCH RESCUE TECHNICIAN COURSE PLAN (cont'd)

Enabling Learning Objective:

- Discuss the importance of the incident location
- Recall the importance of the Time of day
- Discuss the impact of weather on trench rescue operations
- Identify and develop Enabling Learning Objective strategies that restrict incident access
- Recognize the importance of responding with adequate trench rescue resources

CHAPTER 7

Terminal Learning Objective: Students with information provided in this chapter, will be able to accurately identify and integrate the operational priorities at a given trench rescue incident.

Enabling Learning Objective:

- Understand the importance of initiating the Incident Command System
- Demonstrate how to approach the trench
- Recall how to conduct a proper size-up.
- Understand the importance of the Reporting/Responsible party
- Identify all of the potential hazards at the trench incident
- Accurately recognize USA markings
- Students will understand victim considerations
- Conduct a pre-entry briefing

CHAPTER 8

Terminal Learning Objective: Students, provided with information from this chapter along with the provided tools, equipment, and materials, will accurately describe and demonstrate the pre-entry operation essential to safely perform in-and-around a given trench rescue incident.

Enabling Learning Objective:

- Assign a site Safety Officer
- Demonstrate the proper placement of ladders
- Establish edge protection around the trench
- Demonstrate the proper method of clearing the spoil
- Identify proper air-monitoring techniques
- Demonstrate the proper use of ventilation equipment
- Identify and mark unsafe hazards
- Conduct a Pre-Entry Briefing

CHAPTER 9

Terminal Learning Objective: Students, with information provided in this chapter along with the provided tools, equipment, and materials, will accurately identify and demonstrate various types of protective systems in trench rescue operations.

Enabling Learning Objective:

- Identify sloping and benching systems
- Identify trench shields and boxes
- Demonstrate timber shoring systems
- Demonstrate mechanical shoring systems including hydraulic, pneumatic and screw jacks

CHAPTER 10

Terminal Learning Objective: Students, provided with information from this chapter along with the provided tools, equipment, and materials, will accurately identify shoring system components and demonstrate how they are deployed and used in a given trench rescue operation.



TRENCH RESCUE TECHNICIAN

Course Plan

TRENCH RESCUE TECHNICIAN COURSE PLAN (cont'd)

Enabling Learning Objective:

- Describe a shoring system and components
- Demonstrate the placement of shoring systems in a trench
- Identify how many shoring systems are used in a trench rescue
- Identify and establish the safe zones are in the trench

CHAPTER 11

Terminal Learning Objective: Students, with information provided in this chapter along with the provided tools, equipment, and materials, will accurately demonstrate the installation of shoring systems in a given trench rescue operation.

Enabling Learning Objective:

- Demonstrate the use of Trench Data Sheets
- Set-up and demonstrate the use of a cutting station
- Demonstrate the installation of sheeting and panels
- Apply shoring systems concepts and components
- Demonstrate proper nail patterns and positive connections
- Demonstrate the use of backfill and back-shoring

CHAPTER 12

Terminal Learning Objective: Students, provided with information from this chapter along with the provided tools, equipment, and materials, will accurately identify factors that affect victim search, soil removal, and demonstrate victim rescue and recovery at a given trench rescue operation.

Enabling Learning Objective:

- Discuss techniques used for victim search in a trench
- Demonstrate soil removal as it relates to victim recovery
- Demonstrate victim treatment in a trench rescue
- Demonstrate victim packaging in a trench rescue
- Demonstrate victim removal in a trench rescue

CHAPTER 13

Terminal Learning Objective: Students, with information provided in this chapter along with the provided tools, equipment, and materials, will accurately demonstrate all of the elements necessary to terminate a given trench rescue operation.

Enabling Learning Objective:

- Provide incident documentation and notifications
- Demonstrate techniques that increase rescuer safety during removal of shoring and equipment from the trench
- Identify the techniques to keep the scene safe upon leaving the area
- Describe the overall goals of critical incident stress debriefing

Course Hours.....24:00



TRENCH RESCUE TECHNICIAN

Course Plan

TRENCH RESCUE TECHNICIAN TRAINING SITE REQUIREMENTS

A Trench Rescue Technician Training Site must have facilities, structures, work areas, materials, props, tools, and equipment of adequate size, type, and quantity, to safely support, the technical and manipulative training required to deliver the Trench Rescue Technician curriculum.

(A) **GOALS**

- Set minimum performance training objectives for Trench Rescue Technician training programs
- Provide the means to ensure proper curriculum delivery
- Trench Rescue Technician Training Sites will meet the minimum requirements to support curriculum delivery
 - The Trench Rescue Course Request shall provide the address and location of the upcoming course

(B) **SITE CAPACITY**

A Trench Rescue Technician training site, evaluated by the Senior Instructor, will insure that the site has the capacity to deliver the required training safely. A one-squad site is capable of delivering training to twelve (12) students or one (1) squad. A two-squad site may be capable of delivering training to a maximum of twenty-four (24) students simultaneously.

- One-squad Site
 - Supports the instruction for teaching one (1) squad, a maximum of twelve (12) students on the site
 - One (1) Trench Rescue Technician Senior Instructor is required for a student instructor ratio of 12:1
- Two-squad Site
 - Supports the instruction for teaching two (2) squads, a maximum of twenty-four (24) students on the site
 - One (1) Trench Rescue Technician Senior Instructor and one (1) Trench Rescue Technician Primary Instructor are required to maintain a student instructor ratio of 12:1

(C) **SENIOR TRENCH RESCUE TECHNICIAN SENIOR INSTRUCTOR SITE RESPONSIBILITIES**

- The Senior Instructor will validate the training site for compliance with the Trench Rescue Technician Site Requirements and Equipment Standards prior to submitting a course request to State Fire Training
- Any deficiencies in the training site, or equipment, shall be corrected before the class start date

(D) **SITE REQUIREMENTS**

The following are minimum requirements for a Trench Rescue Technician Training Site:

- The facilities and props should be in close proximity to each other to facilitate timeframes.
- The requesting agency assumes all responsibility, liability, and maintenance for the engineering design, strength, stability, and adequacy of all props.
- The requesting agency further assumes all responsibility, liability, and maintenance for all tools, equipment and supplies used at the site for the delivery of Trench Rescue Technician classes. This includes, but is not limited to, ladders, ropes, rescue hardware and software, hand tools and power tools

(E) **FACILITIES**



TRENCH RESCUE TECHNICIAN

Course Plan

- Classroom with audiovisual equipment
- Wash areas
- Bathrooms
- Rehabilitation area
- Safe and adequate parking
- Area to demonstrate and practice skills (trench approach and size-up, cutting station, panel construction, tools and equipment skills stations)
- Open field area with approved excavated trenches. See page 5
- One (1) "L" Trench and one (1) "T" Trench excavated according to trench diagram.
 - 1) "L" Trench. Both legs of the trench to be 36" wide; each leg to be 20' long. One leg 8' deep and one leg 10' deep
 - 2) "T" Trench. The top of the "T" is to be 36" wide, 23' long and 8' deep. The upright portion of the "T" is 10' long, 60" wide and 8' deep
 - 3) Trenches must be in suitable soil for training with no extreme hazards
 - 4) Trenches will be collapsed with manikins for each scenario

(F) **EQUIPMENT STANDARDS**

- The equipment listed below is the minimum for each Trench Rescue Technician Training Site to support one (1) squad/twelve (12) students or two (2) squads/twenty-four (24) students
- Student safety is of paramount importance when conducting this type of high-risk training associated with a Trench Rescue Technician course

!! A Trench Rescue Technician Resource List is required for each class. !!

Trench Rescue Technician Equipment Inventory	1 Squad 12 students	2 Squads 24 Students
Plywood 4'x8'x3/4"	14	24
2"x12"x10' (8' is okay, 10' preferred)	14	24
2"x4"x8'	10	18
4"x4"x8'	14	24
4"x4"x12' (walers)	4	4
4"x4"x14' (walers)	4	6
6"x6"x12' (waler)	1	1
18", 4"x4" wedges	12 pair	24 pair
Finland Form plywood, 4'x8'x3/4"	1	2
Wood Pallet for cutting station	1	1
Nails, 16D Duplex	30 lbs.	50 lbs.
Hydraulic Shores w/ extensions, pump and release handles	1	1
Pneumatic Shores w/regulator, controller and hoses	2	4
Trench Air Cushions w/regulator, controller and hoses	1	1
SCBA Cylinders	4	4
Pipe Screw Jacks, 1 1/2" w/ pipe cutter and pipe wrench	3	6
Pipe; 1 1/2" schedule 40 steel; 10' lengths	2	4



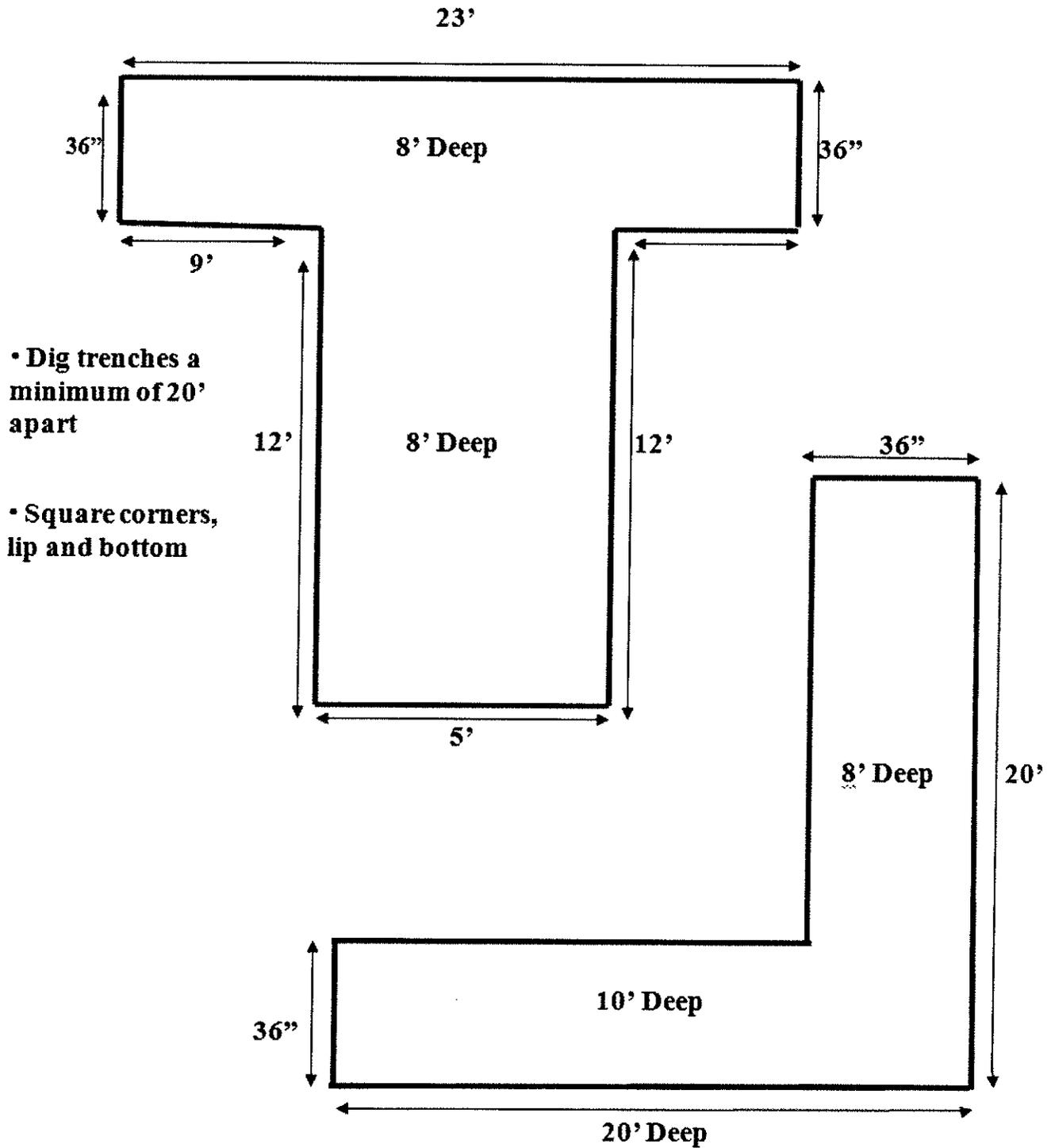
TRENCH RESCUE TECHNICIAN

Course Plan

Trench Rescue Technician Equipment Inventory	1 Squad 12 students	2 Squads 24 Students
Ellis Post Screw Jacks; 4"x4"	4	6
Lifeline 1/2"x 50' (in bag)	4	6
Utility Line 25'	6	10
Webbing 1"x20'	4	8
Backboard w/straps	1	1
Rescue Litter (optional)	1	1
101/4" Circular Saw w/extension cord	1	1
Palm Nailer w/regulator, and hoses	1	1
Chain Saw; gasoline, w/fuel can, chain oil and extra chain	1	1
Generator; minimum 2.5 kw w/extension cord	1	1
Crow Bars	2	4
Shovels; round point, long handle	2	2
Shovels; square point, long handle	2	2
Shovels; round point, short D handle or Military type folding	2	2
Grubbing Tools	2	4
Pike Pole; 10'-12'	1	1
5 gal. buckets w/wire or rope handles	4	6
Framing Hammers	6	12
Single Jack (short handled 3-4 lb. sledge hammer)	3	6
Tape Measure's 25'	6	12
Speed Squares	1	2
Carpenter Pencils	6	12
Squad Boxes or Buckets	3	6
Duct Tape	1	2
Salvage Cover	1	1
Ladders; straight or roof, 12'-16'	4	6
Ladder Belts or Escape Belts	4	6
Ventilation Fan	1	1
Atmospheric Monitor w/tubing	1	1
Manikins	3	3
Backhoe and Operator	1	1
Trench Rescue Tactical Worksheets	2	2
Daily Trench Inspection Worksheets	3	3
Trench Rescue Site Safety Officer Worksheets	2	2
Incident Action Plan Documents	1	1

Diagram Next Page

Required Trench Rescue Technician Trench Props





CLAIM FORM

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

RECEIVED **5K**

JAN - 3 2017

Office of the
City Clerk

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5688

CLAIM AGAINST: city of Turlock
(Name of Entity)

Claimant's name: Crystal Lynn Synstad

SS#: _____ DOB: 3-10-93 Gender: Male _____ Female

Claimant's address: 307 Castle Lane Turlock CA 95322

Claimant's Telephone Number(s): (209) 402-4111

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

Date of incident/accident: 10/28/16 around 9:30am

Date injuries, damages, or losses were discovered: when the car went into shop.

Location of incident/accident: Santa Ynez and Fullerton Street Turlock CA

What did entity or employee do to cause this loss, damage, or injury?
(Description of back of this page)
(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 was a cost of \$527.70 damage toward my car.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed \$10,000, state the total amount claimed: \$527.70

If the amount of your claim exceeds \$10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed \$25,000 it is treated as a limited civil case) please check one box:
 DOES NOT EXCEED \$25,000 EXCEEDS \$25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? It was itemized by including: Platinum Plus Fuel Pump, strainer and a Fuel Filter.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 12-2-15 Signature: Crystal Synstad

If signed by representative: _____

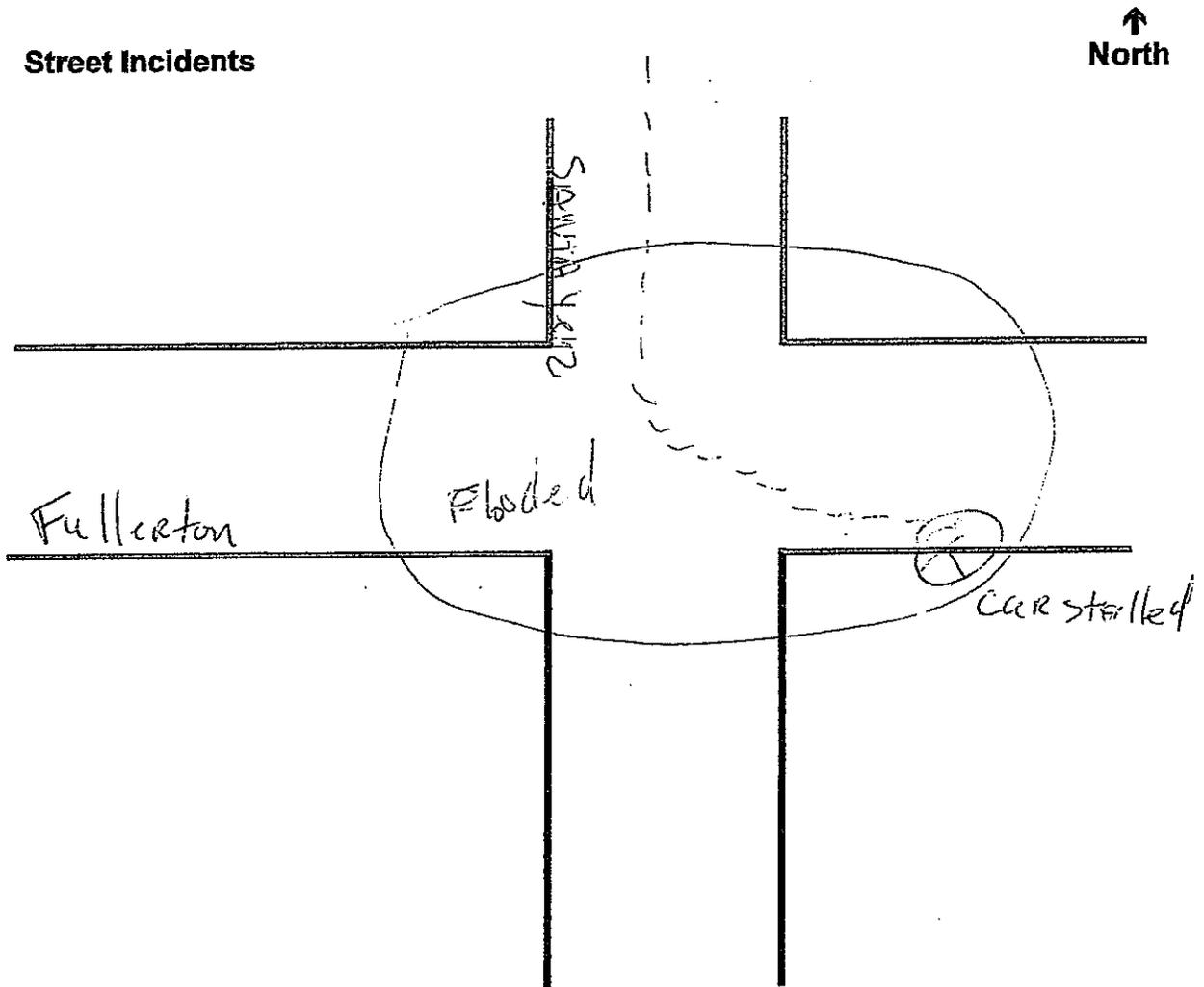
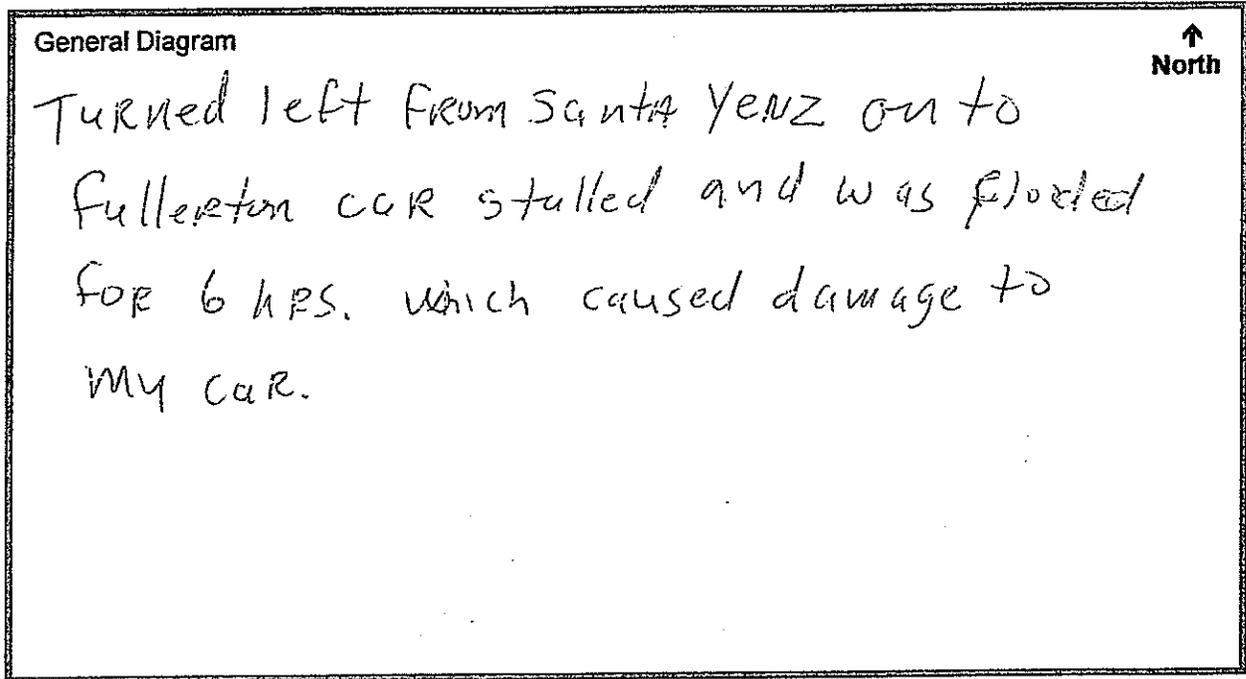
Print Representative's Name _____ Telephone _____

Address _____

Relationship to Claimant _____

I was driving south on Santa Ynez heading for my uncle's funeral. It was raining hard and I was following a pick up truck. This car made it through the intersection; however, my car stalled in the middle of the intersection due to the water. I managed to pull the car to the curb. However, it wouldn't start and because of this, I had to leave the car there. I couldn't get back to my car for 6 hours due to how deep the water on the street was. AAA even refused to drive through that deep of water to try to help me and my sister get out. There was no city assistant draining the excessive water on the streets, or any warning signs telling people not to enter that specific area. We took the car to NONA'S auto center in Turlock. The towing company took it there. It was there for about a month and the total damages were \$527.00. Enclosed is the work invoice. Thank you.

DIAGRAMS



March 2014

Nona's Auto Center
 1565 W. Tuolumne Rd.
 Turlock, CA. 95382-0745
 Phone: 209-632-2044 Fax: 209-632-3871
 We Perform Most Services and Repairs and Smogs

INVOICE

71002

Org. Est. # 072786
 BAR #AK224060
 EPA #CAL000089281

Date: 12/08/2016

INVOICE

SYNSTADT, JERRY #3011
 307 CASTILE LANE
 TURLOCK, CA 95380
 Cell : 209-402-9481 1ST Home : 209-669-3988

2008 Ford - Focus SE - 2L, In-Line4 (122Cl) VIN(N)
 Lic # : 6CLN038 - CA Odometer In : 130659
 Odometer Out : 127871
 VIN # : 1FAHP35N5 8W184385

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Ext
PLATINUM PLUG 3408	4.00	4.08	16.32	CUSTOMER STATES VEHICLE WENT THROUGH STANDING WATER AND NOW WILL NOT START. CHECK AND ADVISE.		
FUEL PUMP/ELCET E16028	1.00	152.63	152.63	SCAN SYSTEM, RETREIVE CODES: P1235, P1237, PO183		
STRAINER S13009	1.00	14.36	14.36	FUEL PUMP - Remove & Replace - [DOES NOT include test.]	2.76	264.96
FUEL FILTER 33595	1.00	16.22	16.22	FUEL FILTER - Remove & Replace	0.50	48.00
				SPARK PLUGS - Remove & Replace		0.00

Org. Estimate 527.70	Revisions 0.00	Current Estimate 527.70	Labor: 312.96
			Parts: 199.53
			SubTotal: 512.49
			Tax: 15.21
			Total: 527.70
			Bal Due: \$0.00

[Payments - MasterCard - \$527.70]

Vehicle Received: 12/7/2016

I have hereby authorized the above repair work to be done along with the necessary material and have hereby granted you permission to operate the vehicle herein described on roads for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Warranty on parts and labor is one year or 12K miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair. All parts new unless noted.

Signature _____ Date _____ Time _____



CLAIM FORM

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

RECEIVED SL

JAN -5 2017

CITY ATTORNEY

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

CLAIM AGAINST: CITY OF TURLOCK (Name of Entity)

Claimant's name: JASON D. TOSTA

SS#: DOB: 3/6/1971 Gender: Male [checked] Female

Claimant's address: 3800 BILTMORE DRIVE TURLOCK, CA 95382

Claimant's Telephone Number(s): (209) 262-5507

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

Date of incident/accident: October 28, 2016

Date injuries, damages, or losses were discovered: October 28, 2016

Location of incident/accident: 3800 BILTMORE DRIVE TURLOCK, CA

What did entity or employee do to cause this loss, damage, or injury? PLEASE SEE ATTACHED

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

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? PLEASE SEE ATTACHED

What specific injuries, damages, or losses did claimant receive? DAMAGE TO VEHICLE INTERIOR DUE TO FLOODING.

(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: \$891.00

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

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

How was this amount calculated (please itemize)? SERVICE QUOTE OBTAINED FROM MISTLIN HONDA (SEE DOCUMENTS ATTACHED)

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

Date Signed: 1-2-17 Signature: [Handwritten Signature]

If signed by representative:

Print Representative's Name Telephone

Address

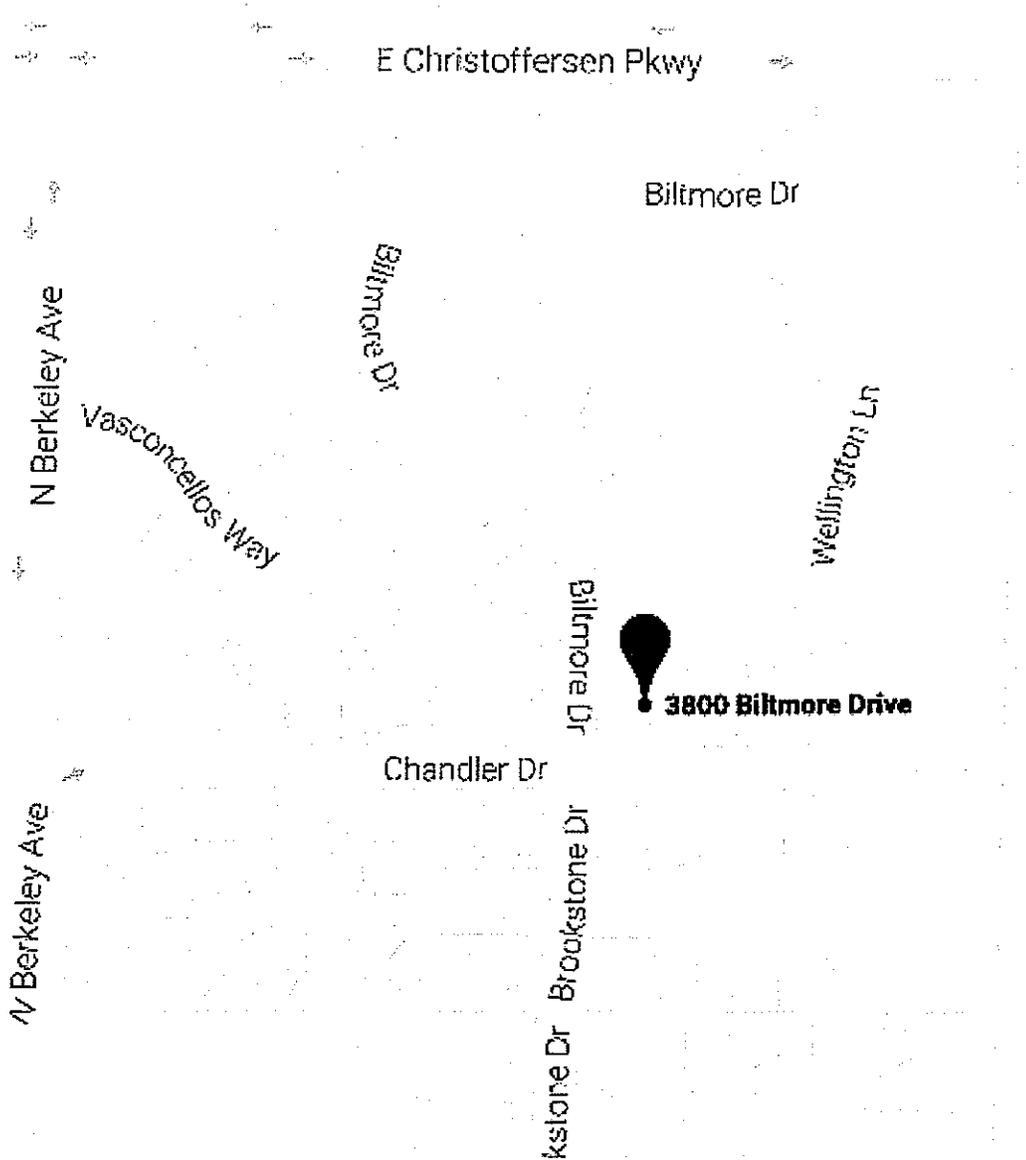
Relationship to Claimant

1 **CITY OF TURLOCK**

2 **CLAIM FORM / NARRATIVE**

3
4 **What did the entity (City of Turlock) or employee do to cause this**
5 **loss, damage, or injury?**

6 In October 2008 I purchased by residence, 3800 Biltmore Drive, in the
7 Milestone sub-division location in north-east Turlock. Milestone is a relatively
8 newer sub-division. Homeowners pay assessments for streets, lighting, and
9 public safety.



1 Over the past years the intersection of Biltmore Drive, Brookstone
2 Drive, and Chandler Drive has flooded during heavy rains. The flooding comes
3 *without warning* and quickly pools in the intersection, roadway, over the
4 sidewalks, and up onto the yards of residences, often to the depth of up to
5 two feet. Due to the crown in the roadway, the roadway edge (curb line) is
6 the deepest. The flooding extends half-way up my driveway preventing entry
7 / exit from our vehicles without wading in ankle to knee high water. I find this
8 extremely troubling in a newer sub-division. On each and every occasion I
9 have telephoned the City of Turlock and reported the flooding.

10 I am aware in years past that vehicles parked near the intersection of
11 Biltmore Drive, Chandler Drive, and Brookstone Drive had flooded causing
12 damage. One vehicle in particular belonged to the City of Turlock.

13 In March 2015, the intersection flooded and I flagged down a City of
14 Turlock employee working for the streets department. At that time, I
15 questioned the employee about the flooding. The employee told me a "pump
16 switch" had not been turned on to allow water to be pumped and collected in
17 the drainage basin located along Wellington Drive. I inspected the drainage
18 basin and it was empty while the roadway was flooded. The employee went to
19 the pump enclosure at the Wellington Drive drainage basin and soon after the
20 water quickly dissipated from the roadways.

21 I documented (photographed / video) the flooding in March 2015 and
22 the photographs and video are available upon request.

23 In March 2015 I drafted a letter and emailed it to City Manager Roy
24 Wasden expressing my concerns. I received an email response from
25 Municipal Services Director, Michael Cooke stating there was nothing "wrong"
26 with "either the design or operation of the storm drain system". Mr. Cooke
27 further wrote, "But the streets are designed to collect rainwater during storms
28 and then drain over time as the storm subsides" (*see copy of email attached*).

1 On October 28, 2016 I was away from home and alerted (via text
2 message) by a neighbor, Kevin Forsythe that the neighborhood was flooding.
3 Kevin told me the water was past the bottom of the doors of my silver, 2008
4 Honda Accord (CA 5FAH605) and my City of Turlock vehicle (Detective
5 vehicle) parked in front of my residence. I returned home and found the
6 entire neighborhood flooded. Water covered the roadways and had risen past
7 the sidewalks and half way up my yard. I documented (photographed / video)
8 the flooding and using a tape measure measured the depth (at curb line) at
9 approximately sixteen inches in depth. Once again, I contacted the City of
10 Turlock and reported the flooding. I inspected the drainage basin on
11 Wellington Drive and it had little to no water in the basin.

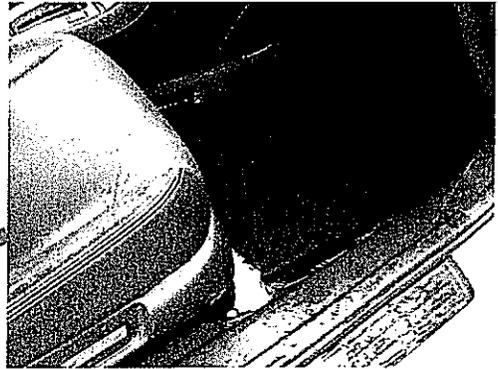
12 On October 28, 2106 I spoke to City Manager Gary Hampton and
13 advised him of my concerns.



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1 On October 28, 2016 I discovered my silver, 2008 Honda Accord (CA 5FAH605)
2 had flooded. The front and rear floorboards were filled with water.



1 The City of Turlock (Detective vehicle) has very little water due to the vehicle being
2 higher than the Honda Accord. After moving the vehicles from the roadway I used wet
3 vacuum to remove as much water as possible from the vehicles. I removed the floor mats
4 and placed a portable heater in the vehicles in attempt to dry the floorboards (carpet).
5 Since, I have had continued problem with the Honda Accord collecting moisture on the
6 interior windows and a strong odor of moldy water is present.

7 I contacted Mistlin Honda and advised the service representative that the vehicle
8 had flooded. I was told at minimum the vehicle's carpet kit and floor mats needed to be
9 replaced due to mold in the padding. The service representative told me there is no way
10 to diagnose any electrical problems until the problems actually occur. Mistlin Honda
11 provided me with a service quote for the repairs (*see attached*).

12 In my opinion, the City of Turlock has failed to properly design and maintain the
13 rainwater collection system in the Milestone subdivision. I have received conflicting
14 statements concerning the necessity for the "pump switch" being turned on during times
15 of potential flooding.

16 Additionally, the City of Turlock has failed to *notify, post, or make residents aware*
17 of the potential flooding in the Milestone subdivision leading to the damage to my Silver,
18 2000 Honda Accord (CA 5FAZH605). I am requesting this claim be accepted in the
19 amount of \$891.00.

MISTLIN HONDA
Service Quote

STQ-C

ATTACHMENTS

Name: JASON TOSTA
Address:

Quote Date: 11:17 31OCT2016
Make: HONDA
Model: ACCORD
Year: 08
Odometer:
VEHID:
VIN: N/A

Contact: 549-5010
Home Phone:
Customer #:
E-mail:

Service Advisor: SANCHEZ, JORGE (387)

Line	OpCode	Operation Description	Price
A	1	QUOTE FOR CARPET REPLACEMENT. LABOR \$480, CARPET KIT \$723, FLOOR MATS \$159	0.00

Subtotal: 0.00
Tax: 0.00
Total: 0.00

THANK YOU & HAVE A NICE DAY!

Jason Tosta

ATTACHMENTS

From: Jason Tosta <jasontosta@gmail.com>
Sent: Tuesday, January 03, 2017 1:36 PM
To: Jason Tosta
Subject: Fwd: Street flooding

Jason

Begin forwarded message:

From: Michael Cooke <MCooke@turlock.ca.us>
Date: February 27, 2015 at 4:58:53 PM PST
To: Jason Tosta <jasontosta@gmail.com>
Cc: Roy Wasden <RWasden@turlock.ca.us>, Larry Gilley <LGilley@turlock.ca.us>
Subject: RE: Street flooding

Jason

I am sorry to report this but there appears to be nothing "wrong" with either the design or operation of the storm drain system in your neighborhood. I recognize that it does not appear that way, and I understand the frustration that the flooding causes. But the streets are designed to collect rainwater during storms and then drain over time as the storm subsides. As you know, Turlock's topography is very flat and it is difficult to convey stormwater quickly during intense rain storms. Again, I know this is not the answer you would like to hear and I apologize for that. Our Utilities staff is always looking at ways to improve the operation of the storm drain system but there appears to be no obvious fix for the drainage in your area. Thank you for your understanding.

-----Original Message-----

From: Jason Tosta [mailto:jasontosta@gmail.com]
Sent: Tuesday, February 10, 2015 3:19 PM
To: Michael Cooke
Subject: Re: Street flooding

Thank you very much for your response.. I appreciate it much Jason

Sent from my iPhone

On Feb 10, 2015, at 10:57 AM, Michael Cooke <MCooke@turlock.ca.us> wrote:

Mr. Tosta

The City Manager passed you letter on to me. I am the Director of Municipal Services and our Department is responsible for the operation and maintenance of

the city's storm drain collection system. I have asked the utilities manager and supervisor to investigate the issue and report their findings back to me. To get to a solution, we need to figure out if this is a design problem or an operations issue. Thank you for your patience and I apologize for the inconvenience that the flooding creates for you and your neighbors.

-----Original Message-----

From: Roy Wasden
Sent: Monday, February 09, 2015 3:01 PM
To: Michael Cooke
Subject: FW: Street flooding

Please prepare a response for Mr. Tosta. Thanks!

-----Original Message-----

From: JASON TOSTA [mailto:jason_tosta@gmail.com]
Sent: Monday, February 09, 2015 2:11 PM
To: Roy Wasden
Subject: Street flooding

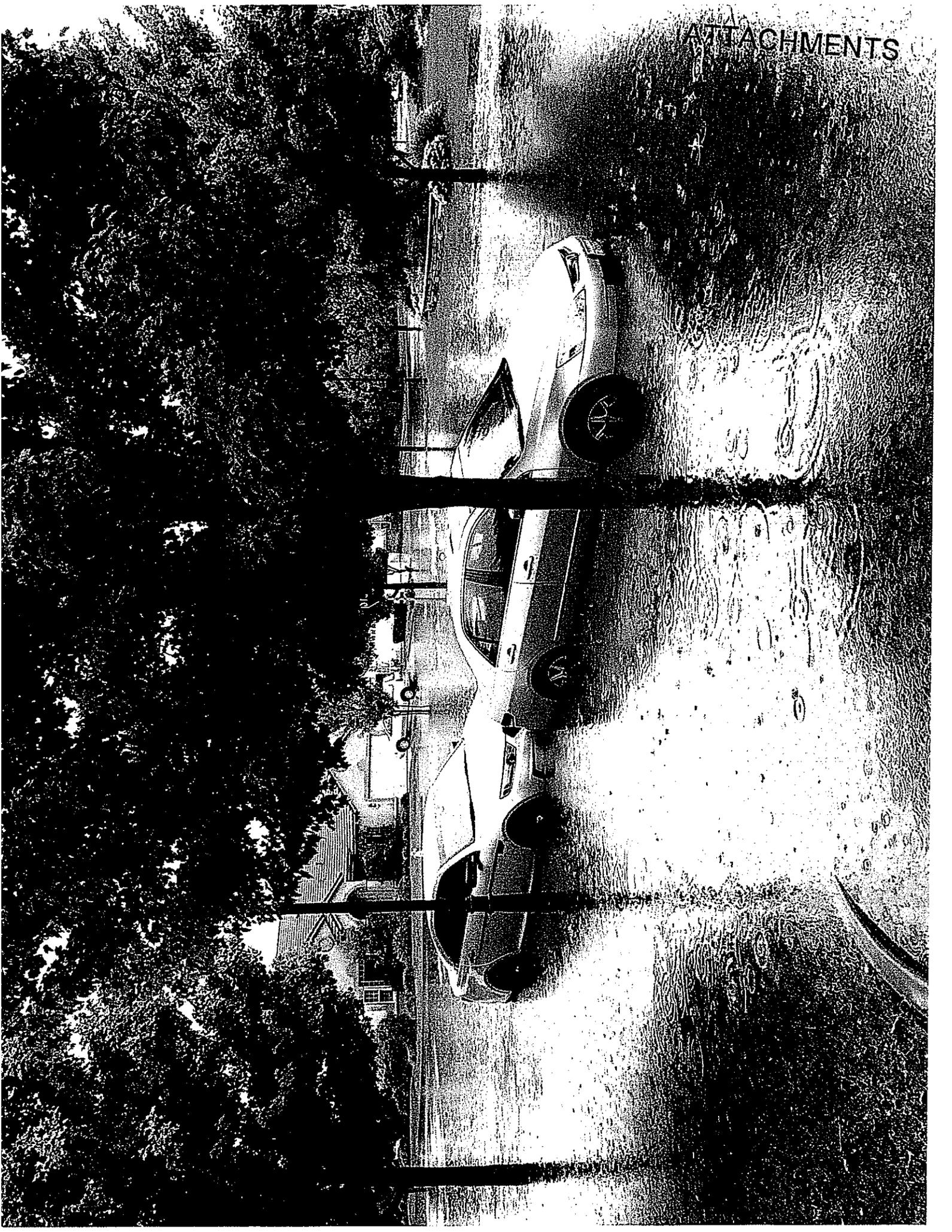
Mr. Wasden,

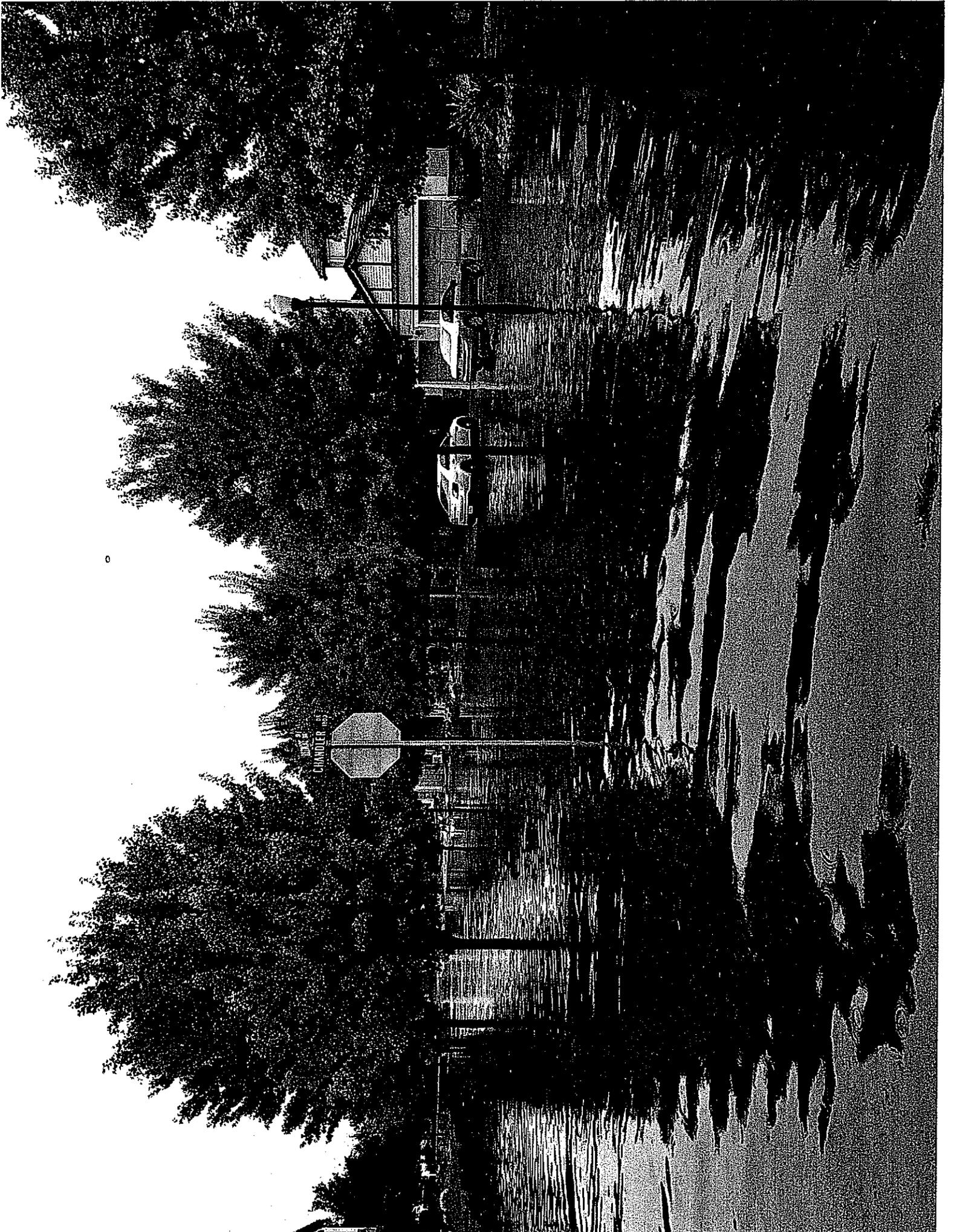
Please see letter attached

Thank You

jason Tosta
<flooding letter.doc>

ATTACHMENTS







ACCORD

ACCORD



California
5FAH605

SHIMENTS



ATTACHMENTS



ATTACHMENTS



ATTACHMENTS





CLAIM FORM

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

JAN 18 2017 5M

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: Lorraine Mello Jones

SS#: DOB: 12-12-56 Gender: Male Female [checked]

Claimant's address: 1651 N. Berkeley Ave. Turlock, CA

Claimant's Telephone Number(s): 209 585 8695

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

Date of incident/accident: Tues 1/10/17

Date injuries, damages, or losses were discovered: 1/10/17

Location of incident/accident: Eastbound lane of Hedstrom Rd at 520 Hedstrom

What did entity or employee do to cause this loss, damage, or injury? Very large pot hole in street caused immediate tire blow out (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)? NKA

What specific injuries, damages, or losses did claimant receive? tire was cut/blown out immediately (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: \$115.00 new tire

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

Date Signed: 1/12/17 Signature: Lorraine Mello Jones

If signed by representative: Print Representative's Name Telephone

Address

Relationship to Claimant

AMERICA'S TIRE

1847666

americastire.com

CUSTOMER INFORMATION VEHICLE INFORMATION STORE/RELOCATION

CUSTOMER INFORMATION
 LORRAINE JONES
 Phone: H (209)585-8695 W (209)585-8695
 M (209)585-8695 Page 1 of 2
 Store Code: CAN 35
 Invoices: 1847666
 Date: 01/11/2017 Time: 03:39 PM

VEHICLE INFORMATION
 2005 CADILLAC
 DEVILLE
 SEDAN- BASE
 Mileage:
 Plate#:
 Color:
 Locks:

STORE/RELOCATION
 in 17
 7
 9 8
 1847

**RECOMMENDED
NEW CAR**

**NEEDS
WIPER
BLADES**

CODE	CC	QTY	SIZE	DESCRIPTION	FET	PRICE	AMOUNT
27375	NRM	1	225 /66 R16	98H 5L 30W	.00	115.00	115.00
			YOK YUKOHAMA	YK740 6TX			
80017	NRM	1		CERTIFICATES FOR REFUND, REPLACEMENT	.00	15.00	15.00
80075	NRM	1		STATE REQUIRED ENVIRONMENTAL FEE - UNITS	.00	1.75	1.75
80224	NRM	1		WASTE TIRE DISPOSAL FEE	.00	2.50	2.50
80219	NRM	1		INSTALLATION & LIFETIME SPIN BALANCING	.00	5.00	5.00
85666	NRM	1		LIFETIME ROTATION REPAIRS INCLUDED	.00	.00	.00
88391	NRM	1		DIL 1080K T060 BLUE	.00	.00	.00
				.TPMS RBN BASIC KIT 1080K			

SUBTOTAL: 142.25
 TAX: 3.50
 TOTAL: 150.91
 VISA: 150.91
 TENDERED: 150.91

Work Order: 1847666 Installed by: _____
 Salesman: 228 JASON Repaired by: _____
 Bolt Pattern: 5-115 F: 30 R: 30 Inflated by: Colo
 Lug Size: 12X1.5 NUT Torqued by: CAW
 Torque: 100 Ft. Lbs: 100
 Service Coordinator: _____

***** Sales Comments *****

RF TO SPARE
 TIRE BY CBL

***** TPMS Instructions *****

Reset TPMS after: Rotations / Tire/Wheel Replacement / Sensor Replacement
 ***SEE SPECIAL INSTRUCTIONS BELOW WHEN USING RED1-SENSORS!!!
 1) Set all tire pressures to correct cold inflation pressure.
 2) Turn ignition to ON position (engine off)
 3) Press and hold lock and unlock buttons at the same time until horn sounds
 4) Starting at LF tire, place relearn magnet over the valve stem until horn chirps. *(If using RED1-Sensor, sensor must be scanned to activate!)*
 5) Repeat step 4 for RF, RR, and LR, in a clock-wise fashion.
 6) After LR sensor has been learned, the horn will chirp twice.
 7) Vehicle must be driven for a period of time to complete reset.
 ***If horn will not honk at sensor activation, but sensor data shows on scan tool, A known issue with the vehicle computer may exist!

***** Local Wheel Weight Type *****

5N



CLAIM FORM

JAN 25 2017

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: Salomon Alviso

SS#: _____ DOB: 11-18-1976 Gender: Male Female _____

Claimant's address: 3770 Liberty Square Parkway Turlock

Claimant's Telephone Number(s): (209) 345-3780

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

Date of incident/accident: 1-23-17

Date injuries, damages, or losses were discovered: 1-23-17 damage rd damage tires

Location of incident/accident: Corner of Linwood & Tegner rd.

What did entity or employee do to cause this loss, damage, or injury? city of turlock has not repair the rd to avoid damages to vehicles
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? _____

What specific injuries, damages, or losses did claimant receive? Front and back tires were damage due to deep pot holes on rd.
(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: \$769.37

If the amount of your claim exceeds \$10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed \$25,000 it is treated as a limited civil case) please check one box:
 DOES NOT EXCEED \$25,000 EXCEEDS \$25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? estimate for front and back tires plus the alignment paid to repair damage
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 1-25-17 Signature: Salomon Alviso

If signed by representative: _____

Print Representative's Name Salomon Alviso Telephone (209) 345-3780

Address _____

Relationship to Claimant _____



2602 Geer Rd
Turlock, CA 95382
209-634-3115

Store: 668
Quote: 66800122333
Salesperson: Steve A S

AC249042

Customer Information

Customer ID:
Name:
Address:
City, State,
Phone:

Vehicle Information

Vehicle:
Color:
Mileage:
License:

Les Schwab Quote

Qty	Product Code	Product Description	Price/ea	FET	Amount
2	16800	LT Tire Service Package	\$0.00	\$0.00	\$0.00
2	134606	P275/60R-20 114S OPEN COUNTRY HT ALL POSITION OWL	\$309.99	\$0.00	\$619.98
2	648662	VALVESTEM REPLACEMENT/TIRE PRESSRE MONITORING SYSTEM REBUILD	\$6.00	\$0.00	\$12.00
2	13731	WHEEL SPIN BALANCE	\$15.50	\$0.00	\$31.00
Sales Tax:					\$46.64
Tire Tax:					\$3.50
Quotation Total:					\$713.12

60,000

estimate for front & back Driver side tires



* Indicates sale price

For more information on our products and services, visit www.LesSchwab.com.

Prices good for 30 days, excluding promotions.

Quote Expires on 02-22-2017.

Quote Date/Time: 01-23-2017 01:15 PM



2602 Geer Rd
Turlock, CA 95382
209-634-3115

Store: 668
Quote: 66800122397
Salesperson: Roberto R B

AC249042

Customer Information

Customer ID: A06689225
Name: SALOMON ALVIZO
Address:
City, State, , 95382
Phone: (209) 345-3780

Vehicle Information

Vehicle: 2014 DODGE RAM 1500
Color:
Mileage:
License: 09906S1

Les Schwab Quote

Qty	Product Code	Product Description	Price/ea	FET	Amount
1	13579	THRUST ANGLE ALIGNMENT - DOMESTIC/IMPORT CARS, PICKUPS, VANS	\$56.25	\$0.00	\$56.25
Sales Tax:					\$0.00
Tire Tax:					\$0.00
Quotation Total:					\$56.25

* Indicates sale price

For more information on our products and services, visit www.LesSchwab.com.

Prices good for 30 days, excluding promotions.

Quote Expires on 02-22-2017.

Quote Date/Time: 01-23-2017 05:53 PM

Page 1 of 1





City Council Synopsis

February 14, 2017



8A

From: Allison Van Guilder, Parks, Recreation & Public Facilities Director
Prepared by: Amber Traini, Parks, Recreation & Public Facilities Event Assistant
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining the closure of sections of Broadway, between West Olive Avenue and North Front Street, for the Salvation Army to host the 2017 Kettle Dash, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines

Resolution: Authorizing the closure of sections of Broadway, between West Olive Avenue and North Front Street for pedestrian safety, for the Salvation Army to host the 2017 Kettle Dash, on Saturday, February 25, 2017 at specified times, and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

2. SYNOPSIS:

Authorizing a street closure for pedestrian safety and making the CEQA determination.

3. DISCUSSION OF ISSUE:

On January 5, 2017, co-applicants Kimberly Wisdorf and Nick Hackler, of the Salvation Army, submitted a Special Event Permit application with the Parks, Recreation and Public Facilities Department for the 2017 Kettle Dash. The event is proposed to take place on Saturday, February 25, 2017 from 9:00 a.m. to 1:00 p.m.

The event will host approximately 350 runners and include a 5K walk/run, 10K run, Dog Walk, and Children's Fun Run. The proposed route for the 5K run is to start at 244 North Broadway (Public Safety Facility), travel North down Broadway, enter the fairgrounds at West Canal Drive, utilize the inside of the fairgrounds exiting onto North Soderquist Road traveling North, utilize the marked pedestrian crossing

OK for Agenda
Jim A. H.

at Fulkerth Road and Soderquist Road traveling West, South on Joett Drive, travel around Summer Faire Park to travel South on Soderquist Road, East onto Park Street, and South on Broadway to conclude at 244 North Broadway (Public Safety Facility). The proposed 10K will be the same route used twice.

The applicant has requested the closure of the following specified street sections associated with the 2017 Salvation Army Kettle Dash:

1. North Broadway, between West Olive Avenue and Orchard Street, from 7:30 a.m. to 1:30 p.m.
2. North Broadway, between Orchard Street and North Front Street, from 7:30 a.m. to 10:00 a.m.

This closure has been requested for pedestrian safety and event purposes. The event is designed to be positive in nature. The proposed closure will not significantly affect traffic flow within the area. The applicant will be required to maintain emergency access through the event area as directed by the Fire Marshal.

City of Turlock Traffic Engineering has reviewed this closure request.

City of Turlock Special Event committee has reviewed this application and has had several meetings to discuss the details of this event.

Staff supports the closure of the street sections as specified, with the appropriate conditions and restrictions which have been agreed upon by the applicant. These conditions would include but are not limited to the provision of general liability insurance coverage acceptable to the City, adherence to an approved, temporary traffic control plan, additional fees implemented for City Staff to execute said temporary traffic control plan and police support throughout the event, along with other standard conditions and requirements as determined by the City Manager.

4. BASIS FOR RECOMMENDATION:

- A. The closure of the specified street sections is necessary for pedestrian safety.
- B. In accordance with the California Vehicle Code, the City Council is authorized to approve the closure of public streets.

5. POLICY GOAL AND IMPLEMENTATION PLAN INITIATIVE:

Policy Goal #5 - Economic Development

General Principles:

5. Promote and support tourism.

Action Item:

3. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

6. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - None

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. Deny approval of the street closure. Staff does not recommend this alternative because the closure will provide for pedestrian safety and lack of approval may result in the cancellation or relocation of the specified event.

Special Event Application

Category of Event	
Category 1	<input type="checkbox"/>
Category 2	<input type="checkbox"/>
Category 3	<input checked="" type="checkbox"/>
Will alcohol be served?	
Yes	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>

How often will your event occur?	
One Time	<input type="checkbox"/>
Annually	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>
Frequency of event?	_____

City Personnel Use Only	
Event #:	_____
Date Received:	_____
Date Approved:	_____
Permit Fee:	_____
Alcohol Fee:	_____
Late Fee:	_____
Payment Date:	_____

Applicant Information

Applicant/Contact Name: Kimberly Wisdorf / Nick Hacker
Contact Phone: 605-2975 Alternate Phone: 603-1091
Address: 891 Lander Avenue
City: Turlock Zip: 95380
E-mail Address: turlockke@earthlink.net

Business/Organization Information (if applicable)

Organization Name: Salvation Army
If Non-Profit please provide Federal ID #: 94-1156347 (attach proof of non-profit status)
Business License #: _____

Event Information

Event Title: Kettle Dash

Event Location: Start & finish lines @ corner of Olive &

Event Date(s): February 25, 2017 Broadway

On-Site Contact: Kimberly Wisotzki

Phone #: 605-2975 Secondary Phone #: Nick Hackler 408-1051

Set-up Start Time: 10am Event Start Time: 8:30am

Event End Time: 12:00 pm Clean-up Completion Time: 1:00pm

Who will attend? (circle one) General Public Private Party

Estimated Attendance: 350

Will you charge admission? YES NO If yes, what is the cost of entry? see attached registration form

Will you charge for parking? YES NO If yes, what is the cost to park? _____

If yes, Where will the paid parking be located? _____

Event Details

Street Closure

Will your event require the closure of any street, sidewalk, alley or other public right-of-way? (circle one)
 YES NO

If yes, please indicate what public right-of-way and times affected and complete the diagram on Page 12:

Sanitation Needs

Will your event require portable restrooms? (circle one) YES NO

If yes, Number of port-a-toilets: 0 Number of ADA accessible restrooms: _____

Drop-Off Date: 2/25/17 Drop-Off Time: _____

Pick-Up Date: 2/25/17 Pick-up Time: _____

Will your event require trash cans? (circle one) YES NO

How many trash cans do you plan to have present at event? 4

Please explain your plan for disposing of all waste:

We will handle the trash personally

Amplified Sound

Does your event include any of the following? (circle one) YES NO

If yes: (circle all that apply)

Amplified Sound

DJ

Live Band

Alcohol

Will alcohol be present at your event? (circle one) YES NO

If yes: (circle all that apply) Served - No Cost Sold Guests Bring Their Own

If Liquor License has already been obtained please provide #: _____

Event Details Cont.

Security

Have you made arrangements for Security? (circle one) YES NO

If yes, who will you be using?

Name of Company: _____
City: _____
Day Time Telephone: _____
Fax: _____
Cell: _____

Number of Security Guards to be present: 0

If no, please see list of approved security vendors. To avoid cancelation, booking receipts must be turned into the Parks, Recreation and Public Facilities office 30 business days prior to event.

Vendors

Event Coordinator must apply for City of Turlock Business License

Will event include product vendors? (circle one) YES NO

Will event include food vendors? (circle one) YES NO *- not certain but maybe*

*Event organizer must obtain health permits from all food vendors
*Depending on event details additional Fire Codes may be required to be met

Will you be charging a fee for vendors? YES NO If Yes, what is the fee _____

Event Details Cont.

Will Your Event Include

Please circle your response as to whether each item 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"

ITEM

Animals	<input checked="" type="radio"/> YES <input type="radio"/> NO	<u>Dog walk.</u>
Automobiles/Trucks	YES <input checked="" type="radio"/> NO	
Bicycles/Foot Races	<input checked="" type="radio"/> YES <input type="radio"/> NO	<u>5K & 10K RACE</u>
		Is event being advertised as (circle one) N/A <input checked="" type="radio"/> RACE <input type="radio"/> FUN RUN
Booths/Stands	<input checked="" type="radio"/> YES <input type="radio"/> NO	<u>MISC. product vendors</u>
Emergency Vehicle Access	<input checked="" type="radio"/> YES <input type="radio"/> NO	<u>streets will be accessible.</u>
Medical/First Aid Station(s)	<input checked="" type="radio"/> YES <input type="radio"/> NO	<u>nurse will be present.</u>
Parking	YES <input type="radio"/> NO <input checked="" type="radio"/>	
		Approximately how many spaces needed: <u>street parking</u>
Rides/Bounce House	YES <input type="radio"/> NO <input checked="" type="radio"/>	
Tents/Canopies	<input checked="" type="radio"/> YES <input type="radio"/> NO	<u>Registration tents</u>
City Property/Equipment	YES <input type="radio"/> NO <input checked="" type="radio"/>	
Open Flame	YES <input type="radio"/> NO <input checked="" type="radio"/>	
Stage	YES <input type="radio"/> NO <input checked="" type="radio"/>	
Power Source	YES <input type="radio"/> NO <input checked="" type="radio"/>	
OTHER	YES <input type="radio"/> NO <input type="radio"/>	

Site Plan/Public Right of Way Closure Route

Using the space below (or attach another sheet), please indicate the set-up/closure route anticipated for your event. Please be as clear as possible. Make sure to include beverage stations, food stations, food preparation, portable toilet facilities, first aid facilities, tables/chairs, fencing, barricades, generators, tents/canopies, booths, signage, bleachers, stages, parking sites, trash containers, exit pathways, and other related event components or structures. Additions, modifications, or deletions may be required upon review.

All Category Three (Moving Location/Procession/Roadway and/or Walkway Closure) applicants should also include a route map of event.

EVENT LOCATION: See attached map.

Start & finish line to be ~~X~~ 244 N. Broadway.
It is requested to get approval to
utilize the parking lot for ~~start~~ & finish line
& 10k turn around

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

Please wait to sign until City Personnel is present

To the greatest extent permitted by law, Permittee,

[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.

In the event the city determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the city should otherwise agree with applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails on every issue in the enforcement proceeding.

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.

Applicant Signature: _____ DATE: _____

Print Name: _____

City personnel Signature: _____ DATE: _____

Print Name: _____

Event Form Authorization

Event Name: Salvation Army Kettle Dash

Event Location: Start & Finish @ 244 N. Broadway

Event Contact Name: Kimberly Wisoloff Date of Birth: 12/1/68
Nick Hackler

Contact Address: _____

City: _____ Zip Code: _____ Phone: _____

To Be Completed By City Personnel Only

<u>Department</u>	<u>Description of Estimated City Fees</u>	<u>Fee</u>
<input type="checkbox"/> Police Department	_____	\$ _____
<input type="checkbox"/> Parks, Recreation And Public Facilities	_____	\$ _____
<input type="checkbox"/> Engineering	_____	\$ _____
<input type="checkbox"/> Fire Department	_____	\$ _____
<input type="checkbox"/> Municipal Services	_____	\$ _____
<input type="checkbox"/> Business Licenses	_____	\$ _____

TOTAL ESTIMATED CITY FEES: \$ _____

The applicant signature below is in acceptance of the estimated fees and in acknowledgement that other fees may be incurred throughout the event process.

Signature: _____ Date: _____

Print name: _____

PRE-EVENT CHECKLIST

Internal use ONLY

Event Date: _____ Event Name: _____

Location: _____

Contact Person: _____ Phone: _____

Non-Applicable **COMPLETED**

Insurance Requirements:

Applicant 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 business days before the event and Applicant'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:

A valid liquor permit from the State of California Alcoholic Beverage Control Board (ABC) in Stockton, CA must be provided to the Parks, Recreation and Public Facilities Department office 15 business days prior to event date. The liquor permit must be displayed in the area where alcohol beverages are to be present. You must obtain a letter of permission from the Recreation Department office to present to ABC prior to applying for liquor permit. The allowance of alcohol is subject to the approval of the Turlock Police Department and will be subject to a 15 business day 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:

1 security guard is required for every 100 persons in attendance when alcohol is being served at an event.
A Pre-approved list of Security Agencies is available at the Recreation Division office.

Food Selling/Concessions Permit

All state and local health codes must be met by all vendors at an event where food will be served whether for purchase or distribution. It is the responsibility of the event organizer to obtain a health permit from each vendor prior to the event.

Turlock Downtown Property Owners Review

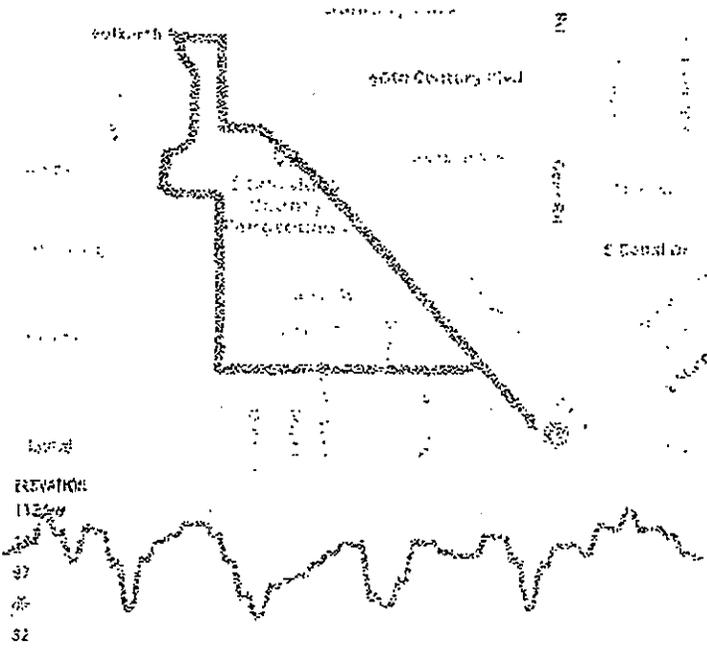
If your event is being held in Downtown Turlock you are required to get the approval of the Turlock Downtown Property Owners Association. Please contact the TDPOA Director @ (209) 634-6459.

Property Owner Notification

Adjacent property owners impacted by the event will be notified by mail about the public hearing for the event.

Kelce Deshik

3.10 mi Run



ELEVATION
 112 ft
 97
 86
 52

GAIN
+42.7 feet
 MAX
 110 feet
 MIN
 65 feet

Acknowledgment of Policies and Procedures

Read and initial each policy. Address any questions/concerns before signing.

KAW
Initial

Alcohol

Consumption of alcohol and possession of open containers is prohibited in all City parks and facilities unless granted special permission. Security Officers and liquor licenses are required for all special events in which alcohol will be being present. Liquor license can be obtained at www.abc.ca.gov. The allowance of alcohol is subject to the approval of the Turlock Police Department.

KAW
Initial

Amplified Sound

Amplified sound must not carry into residential areas. Any DJ or band must comply with the Turlock Municipal Code. The City will not be liable for any damage to equipment caused by a circuit breaker trip. Noise Permits may be required and can be obtained at Neighborhood Services, 244 N. Broadway Turlock Phone: (209) 664-7348

KAW
Initial

Cancellation

A cancellation must be in written form; verbal cancellation will not be accepted. The City will not refund any permit fees due to applicant cancellation. Failure to notify the City of a cancellation within 15 business days of an event may result in event costs payable to the City. Damage/Cleaning deposit will be refunded within 10 business days of cancellation. The City will not refund fees or transfer event date due to weather.

KAW
Initial

Clean-Up

The event coordinator is required to develop and implement plans that ensure the proper disposal of waste and recyclables generated by an event and its attendees, including during set-up and dismantle time frames associated with your event. The City does not provide street sweeping services or additional recycling or trash containers for special events. At the conclusion of your event, the event venue and surrounding areas must be cleaned and returned to a condition equal or better than the condition prior to the onset of your event activities.

All trash should be placed in trash receptacles or hauled off by event personnel. If trash is not removed from the site, additional cleaning fees will be withheld from the deposit. For larger events, applicant may be required to provide additional trash receptacles.

KAW
Initial

Recycling

The number of recyclable containers at special events must be equal to the number of trash containers (a 1:1 ratio). Each recyclable container must be clearly identified as a recycling receptacle and display a list of recyclable materials accepted. The event coordinator must ensure that all recyclable materials are delivered to a recycling facility and *not* to a landfill.

KAW
Initial

Damages

Applicant agrees to reimburse the City of Turlock for all costs incurred to repair damages (including but not limited to; facility, turf, furnishings, fixtures, grounds, and/or additional cleaning required outside of normal scope for said facility) that occurred in connection with the special event. Reimbursement for expenses above the amount of the paid deposit will be invoiced to the organization/private party applicant. In addition to policies and procedures listed here applicant must also abide by the City of Turlock Municipal Code. The altering of City property is strictly prohibited; including but not limited to landscape, road markings, and unauthorized placement of signage on City Property.

KAW
Initial

Fees/Deposit

All fees and deposits must be paid at the time application is submitted. Deposits will be refunded to credit card used for payment or mailed to the address indicated on the application approximately 10 business days after event completion if event site is left in satisfactory condition and all event details agreed upon are carried out accordingly.

Acknowledgment of Policies and Procedures Cont.


Initial

City Event Costs

Estimated City Costs resulting from the special event, (i.e. police staffing, traffic control set up) are payable to the City, no later than 30 business days prior to event.


Initial

Insurance

Insurance is required at applicant's expense for all special events. Proof of Insurance listing "City of Turlock" as a Additionally insured is due to the Parks, Recreation and Public Facilities office no later than 30 business days prior to event. Failure to provide required insurance certificate will result in cancellation of the event and the forfeit of application fees. Insurance requirements can be found in City of Turlock Municipal Code 1-6-01.


Initial

Event Site/Restroom Cleanliness

Parks staff will take reasonable measures to ensure that reserved areas and restroom facilities are cleaned and stocked each morning. However, since these areas are open to the public there is no guarantee of cleanliness at the time of your reservation. Permit fees will not be refunded based on condition of the reserved areas or restroom facilities at the time of your reservation. If any assistance is needed concerning an event site please contact the on-call personnel at (209)652-1484.


Initial

Security

Events expecting over 100 attendees where alcohol will be consumed shall require security at the discretion of the Turlock Police Chief or his/her designee. Generally, one security guard per 100 people in attendance at such event. Security must be arranged by a City approved security vendor and proof of receipt must be submitted to the Parks, Recreation and Public Facilities office no later than 30 business days prior to event. Failure to provide required proof of security will result in cancellation of the event and forfeit of application fees. A list of approved security services can be obtained at the Parks, Recreation and Public Facility office.


Initial

Restrooms

You must provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both accessible and non-accessible facilities in the immediate area of the event site that will be available to the public during your event. Ten percent (10%) of restroom facilities must meet local, state, and federal accessibility requirements. No less than one (1) accessible restroom should be placed in each location designated for restrooms facilities and be located on a level area.


Initial

Site Plan

A detailed, legible site plan must be attached to your application. You will be required to show location of the following; beverage concession, food concession, food preparation, portable toilet facilities, first aid facilities, tables/chairs, fencing, barricades, generators, tents/canopies, booths, signage, bleachers, stages, parking sites, trash containers, exit pathways, street closure routes and other related event components covered above. Additions, modifications, or deletions may be required upon review.


Initial

Storm Drain Pollution Prevention

Applicant has read, understands, and will comply with Turlock Municipal Code Title 6, Chapter 8 titled "Storm Water Management and Urban Runoff Pollution Control."


Initial

Notification

It is the applicants responsibility to distribute material on storm drain pollution prevention to vendors who will be participating in the event. Information can be obtained through the Municipal Services Department.

Acknowledgment of Policies and Procedures Cont.


Initial

Vehicular Access

Operation of gasoline or other fuel-powered vehicles in any City park is prohibited, except persons with special permission for delivery of supplies/equipment, authorized City-operated vehicles, or those with permission for special events. All vehicles after delivery of supplies or equipment shall immediately be removed and parked in designated parking areas.


Initial

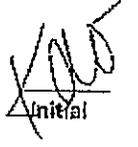
Additional Fees

Each event may be subject to further costs beyond permit fees. These fees may include, but are not limited to, police staffing and traffic control planning, and are payable in full 30 business days prior to event. Applicants will be billed for actual costs after the event.


Initial

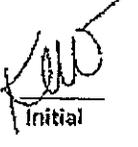
City of Turlock Business License

The event Coordinator may be required to apply for a City of Turlock Business License if the event will have any type of vendors. Vendors participating in the event do not need to register with the City of Turlock or pay the City any fees. The organization operating the Special Event will collect any fees they require to participate directly from the vendors.


Initial

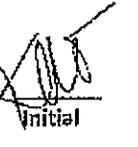
Temporary Traffic Control

The applicant shall be required to follow a temporary traffic control plan approved by the City Engineer for all events that involve the closure of a portion of the public right-of-way. Temporary traffic control devices such as signs, barricades and delineators, shall be provided by the applicant and shall be set up and removed by either City staff, at the applicant's expense, a licensed contractor holding a valid "A" or "C31" from the California Contractors State License Board, or trained volunteer(s) approved by City Personnel. All street closures are subject to approval of the Turlock City Council.


Initial

Event Changes

It is the responsibility of the applicant to remain in communication with the City regarding any and all event changes including but not limited to; scheduling, location, and number of attendees. Failure to communicate these changes may result in the cancellation of event, forfeit of application fee, or additional fees (i.e. police staffing, traffic control, etc.)


Initial

City Property Usage

The approval of this application is the granted permission for the use of City owned property only. If the event crosses through, takes place on, or will in any way effect private property, it is the responsibility of the event coordinator to contact and obtain permission from the owner of such property. In some cases written proof of permission granted will be required.


Initial

Public Record

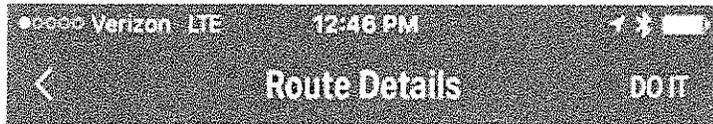
The event coordinator understands that this document, along with any documents presented with this application, shall become public records and subject to public disclosure.

I have read and understand the policies and procedures set forth by the City of Turlock for Special Events.

Applicant's Signature _____

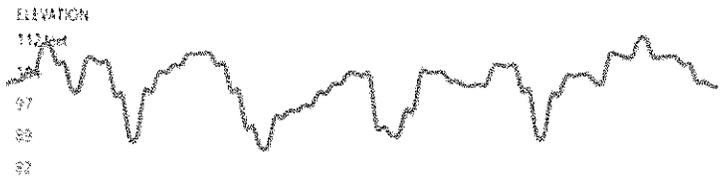
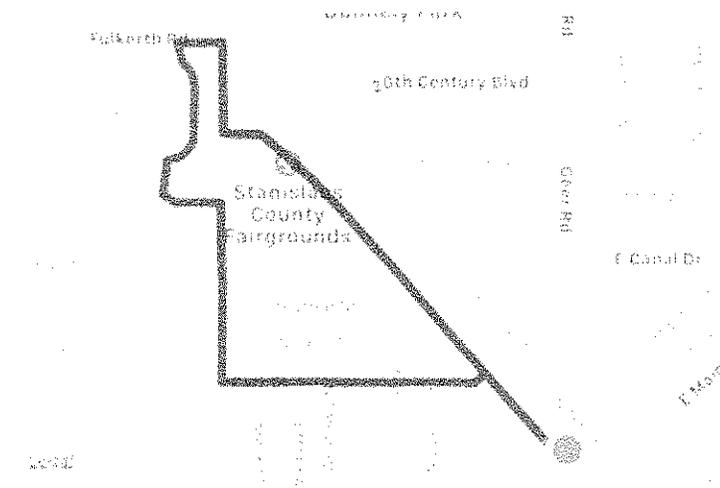
Date _____

Print Name _____



Kettle Dash 5k

3.10 mi Run



GAIN	MAX
+42.7 feet	110 feet
	MIN
	85 feet

The start line will be at the Police Department.

The run will proceed down Broadway through the fairgrounds out to Fulkerth to Joett through the drainage park to Soderquist to Park to Broadway back to the police department.

The 10k will be that same route twice.

The run starts at 9:00. The road closures will be needed for approximately 2 hours with the exception of the start finish area (Broadway near Olive) which will be needed for the entire event.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE }
CLOSURE OF SECTIONS OF BROADWAY, }
BETWEEN WEST OLIVE AVENUE AND NORTH }
FRONT STREET, FOR THE SALVATION ARMY }
TO HOST THE 2017 KETTLE DASH, IS EXEMPT }
FROM THE PROVISIONS OF THE CALIFORNIA }
ENVIRONMENTAL QUALITY ACT (CEQA) }
IN ACCORDANCE WITH SECTION 15304 }
(MINOR ALTERATIONS TO LAND) OF THE }
CEQA GUIDELINES }

RESOLUTION NO. 2017-

WHEREAS, the City plans to temporarily modify the use of land along portions of Broadway, between West Olive Avenue and North Front Street, for a special event that will result in the temporary closure of the specified street sections to motor vehicles, but not create any permanent or long-term modifications to the use of the land; and

WHEREAS, section 15601 of the California Environmental Quality Act (CEQA) Guidelines states that once a lead agency has determined that an activity is a project subject to CEQA that a lead agency shall determine whether the project is exempt from CEQA; and

WHEREAS, section 15304 of the California Environmental Quality Act Guidelines states, "Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agriculture purposes", and that minor temporary uses of land having negligible or no permanent effects on the environment, such as carnivals and sales of Christmas trees, are exempt from CEQA pursuant to Section 15304(e) of the CEQA Guidelines; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the closure of sections of Broadway, between West Olive Avenue and North Front Street, for the Salvation Army to host the 2017 Kettle Dash, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of February, 2017, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE } RESOLUTION NO. 2017-
CLOSURE OF SECTIONS OF BROADWAY, }
BETWEEN WEST OLIVE AND NORTH }
FRONT STREET FOR PEDESTRIAN }
SAFETY, FOR THE SALVATION }
ARMY TO HOST THE 2017 KETTLE DASH, }
ON SATURDAY, FEBRUARY 25, 2017 AT }
SPECIFIED TIMES, AND AUTHORIZING THE }
CITY MANAGER TO APPLY APPROPRIATE }
CONDITIONS AND RESTRICTIONS ON THE }
STREET CLOSURE }
_____ }

WHEREAS, co-applicants, Kimberly Wisdorf and Nick Hackler of the Salvation Army, have requested to close portions of Broadway, between West Olive Avenue and North Front Street, for the Salvation Army to host the 2017 Kettle Dash, for pedestrian safety and event purposes, on Saturday, February 25, 2017, at specified times; and

WHEREAS, California Vehicle Code Section 21101(e) authorizes local agencies to approve temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and

WHEREAS, as a condition of approval, the applicant shall agree to comply with all applicable conditions and restrictions associated with hosting such an event, to include, but not limited to: provision of proof of general liability insurance coverage acceptable to the City; obtaining, setting up, maintaining, and removal of traffic control devices as required through a temporary traffic control plan approved by the City; as well as other related conditions that may be applied by the City Manager; and

WHEREAS, the City Council of the City of Turlock considered this action in light of the provisions of CEQA and the public testimony given at their regular meeting held on February 14, 2017.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the closure of sections of Broadway, between West Olive Avenue and North Front Street for pedestrian safety, for the Salvation Army to host the 2017 Kettle Dash, on Saturday, February 25, 2017 at specified times, and authorize the City Manager to apply appropriate conditions and restrictions on the street closure.

BE IT FURTHER RESOLVED the following street sections shall be authorized for closure:

1. North Broadway, between West Olive Avenue and Orchard Street, from 7:30 a.m. to 1:30 p.m.
2. North Broadway, between Orchard Street and North Front Street, from 7:30 a.m. to 10:00 a.m.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of February, 2017, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

88



City Council Synopsis

February 14, 2017

From: Allison Van Guilder, Parks, Recreation & Public Facilities Director
Prepared by: Amber Traini, Parks, Recreation & Public Facilities Event Assistant
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining the closure of Johnson Road, from the Julien Elementary School parking lot to Charles Place, for the Turlock American Little League to host the 2017 Opening Ceremonies, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines

Resolution: Authorizing the closure of Johnson Road, from the Julien Elementary School parking lot to Charles Place for pedestrian safety, for the Turlock American Little League to host the 2017 Opening Ceremonies, on Saturday, March 4, 2017 from 7:30 a.m. to 2:30 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

2. SYNOPSIS:

Authorizing a street closure for pedestrian safety and making the CEQA determination.

3. DISCUSSION OF ISSUE:

On November 23, 2016, applicant Meredith Lawrence, of the Turlock American Little League, submitted a Special Event Permit application with the Parks, Recreation and Public Facilities Department for the Turlock American Little League Opening Ceremonies. The event is proposed to take place on Saturday, March 4, 2017 from 7:30 a.m. to 2:30 p.m.

OK for Synopsis
Pmm A.R.H.

The event will host over 250 Little League players and their families. The closure has been requested for pedestrian safety, specifically while crossing from the parking area located on the East side of Johnson Road to the baseball fields located on the West side of Johnson Road. The event is designed to be positive in nature. The proposed closure will not significantly affect traffic flow within the area. The applicant will be required to maintain emergency access through the event area as directed by the Fire Marshal.

City of Turlock Traffic Engineering has reviewed this closure request.

City of Turlock Special Event committee has reviewed this application.

Staff supports the closure of this street section as specified, with the appropriate conditions and restrictions. These conditions would include the provision of general liability insurance coverage acceptable to the City and adherence to an approved, temporary traffic control plan, along with other standard conditions and requirements as determined by the City Manager.

4. BASIS FOR RECOMMENDATION:

- A. The closure of the specified section of roadway is necessary for pedestrian safety.
- B. In accordance with the California Vehicle Code, the City Council is authorized to approve the closure of public streets.
- C. This is a reoccurring event in good standing with the Special Event Committee

5. POLICY GOAL AND IMPLEMENTATION PLAN INITIATIVE:

Policy Goal #5 - Economic Development

General Principles:

- 5. Promote and support tourism.

Action Item:

- 3. Collaborate with community groups and stakeholders to ensure a successful and vibrant community.

6. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - None

7. CITY MANAGER'S COMMENTS:

Recommend approval

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. Deny approval of the street closure. Staff does not recommend this alternative because the closure will provide for pedestrian safety and lack of approval may result in the cancellation or relocation of the specified event.

Special Event Application

Category of Event	
Category 1	<input type="checkbox"/>
Category 2	<input checked="" type="checkbox"/>
Category 3	<input type="checkbox"/>
Will alcohol be served?	
Yes	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>

How often will your event occur?	
One Time	<input checked="" type="checkbox"/>
Annually	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>
Frequency of event?	_____

City Personnel Use Only
Event #:
Date Received:
Date Approved:
Permit Fee:
Alcohol Fee:
Late Fee:
Payment Date:

Applicant Information

Applicant/Contact Name: Meredith Lawrence

Contact Phone: (209) 552-6840 Alternate Phone: (209) 632-2324

Address: 1186 N. Berkeley Ave

City: Turlock Zip: 95380

E-mail Address: mladine@yahoo.com

Business/Organization Information (if applicable)

Organization Name: Turlock American Little League

If Non-Profit please provide Federal ID #: 94-2712727 (attach proof of non-profit status)

Business License #: 94-2712727

Event Information

Event Title: Tunock American Little League Opening Ceremony

Event Location: Julien Baseball Field

Event Date(s): 3/4/17

On-Site Contact: Otto Aski

Phone #: (209) 605-4084 Secondary Phone #: (209) 552-6840

Set-up Start Time: 7:30AM Event Start Time: 9:00AM

Event End Time: 2:00PM Clean-up Completion Time: 2:30PM

Who will attend? (circle one) General Public Private Party

Estimated Attendance: 600

Will you charge admission? YES NO If yes, what is the cost of entry? —

Will you charge for parking? YES NO If yes, what is the cost to park? —

If yes, Where will the paid parking be located? —

Event Details

Street Closure

Will your event require the closure of any street, sidewalk, alley or other public right-of-way? (circle one) YES NO

If yes, please indicate what public right-of-way and times affected and complete the diagram on Page 12:
request road closed from Julien parking lot on Johnson Rd all the way to the stop sign at Charles Road.

Sanitation Needs

Will your event require portable restrooms? (circle one) YES NO - already on property

If yes, Number of port-a-toilets: 2 Number of ADA accessible restrooms: 1

Drop-Off Date: _____ Drop-Off Time: _____

Pick-Up Date: _____ Pick-up Time: _____

Will your event require trash cans? (circle one) YES NO

How many trash cans do you plan to have present at event? 3 plus a dumpster - already on property

Please explain your plan for disposing of all waste: -
all waste will be placed into dumpster.

Amplified Sound

Does your event include any of the following? (circle one) YES NO

If yes: (circle all that apply) Amplified Sound DJ Live Band

Alcohol

Will alcohol be present at your event? (circle one) YES NO

If yes: (circle all that apply) Served - No Cost Sold Guests Bring Their Own

If Liquor License has already been obtained please provide #: _____

Event Details Cont.

Security

Have you made arrangements for Security? (circle one) YES NO

If yes, who will you be using? Name of Company: _____
City: _____
Day Time Telephone: _____
Fax: _____
Cell: _____

Number of Security Guards to be present: _____

If no, please see list of approved security vendors. To avoid cancelation, booking receipts must be turned into the Parks, Recreation and Public Facilities office 30 business days prior to event.

Vendors

Event Coordinator must apply for City of Turlock Business License

Will event include product vendors? (circle one) YES NO

Will event include food vendors? (circle one) YES NO

*Event organizer must obtain health permits from all food vendors

*Depending on event details additional Fire Codes may be required to be met

Will you be charging a fee for vendors? YES NO If Yes, what is the fee _____

Event Details Cont.

Will Your Event Include

Please circle your response as to whether each item 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"

ITEM

- Animals YES NO _____
- Automobiles/Trucks YES NO _____
- Bicycles/Foot Races YES NO _____

Is event being advertised as (circle one) N/A RACE FUN RUN

- Booths/Stand YES NO _____
- Emergency Vehicle Access YES NO _____
- Medical/First Aid Station(s) YES NO _____
- Parking YES NO _____

Approximately how many spaces needed: _____

- Rides/Bounce House YES NO _____
- Tents/Canopies YES NO _____
- City Property/Equipment YES NO _____
- Open Flame YES NO _____
- Stage YES NO _____
- Power Source YES NO _____

OTHER YES NO

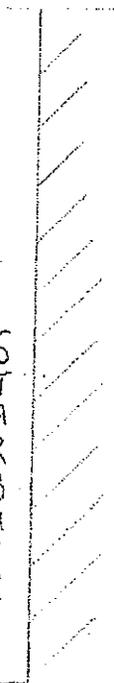
CHARLES PL.

CARRIGAN ST.

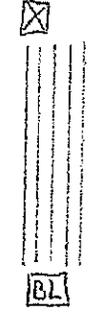
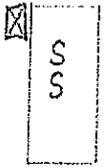
TOKAY AVE.

JOHNSON RD.

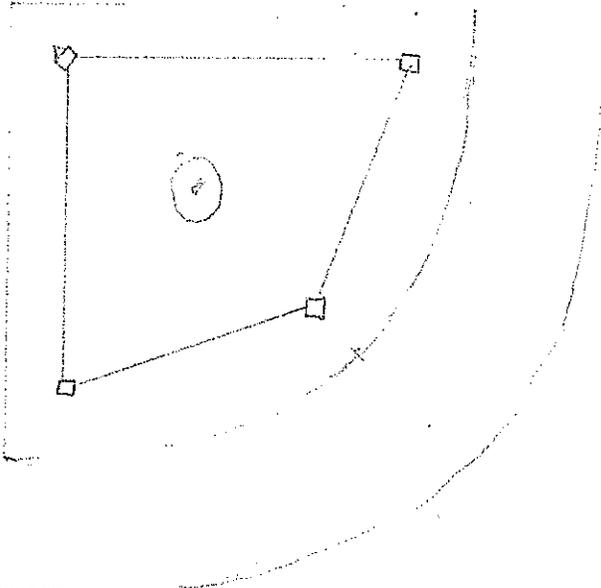
WALLACE ST.



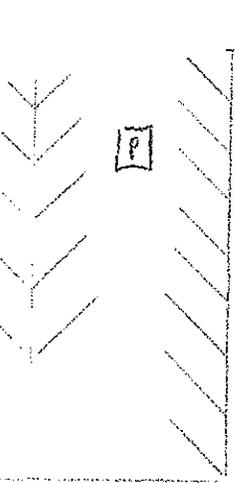
P



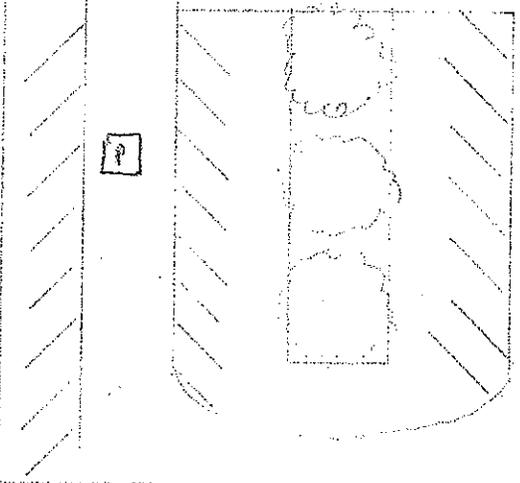
DP PP



JULIEN ELEMENTARY SCHOOL



P



P

P

Key

- PARKING	- TRASH
- BLEACHERS	- CLOSED ROAD
SS - SNACK SHACK	
PP - PORTA-POTTY	
DP - DISABLED PORTA-POTTY	
○ - BARRICADES	

CANAL Rd.

Site Plan/Public Right of Way Closure Route

Using the space below (or attach another sheet), please indicate the set-up/closure route anticipated for your event. Please be as clear as possible. Make sure to include beverage stations, food stations, food preparation, portable toilet facilities, first aid facilities, tables/chairs, fencing, barricades, generators, tents/canopies, booths, signage, bleachers, stages, parking sites, trash containers, exit pathways, and other related event components or structures. Additions, modifications, or deletions may be required upon review.

All Category Three (Moving Location/Procession/Roadway and/or Walkway Closure) applicants should also include a route map of event.

EVENT LOCATION: _____

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

Please wait to sign until City Personnel is present

To the greatest extent permitted by law, Permittee,

[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.

In the event the city determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the city should otherwise agree with applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails on every issue in the enforcement proceeding.

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.

Applicant Signature: _____ DATE: _____

Print Name: _____

City personnel Signature: _____ DATE: _____

Print Name: _____

Event Form Authorization

Event Name: Turlock American Little League Opening Ceremony

Event Location: Julien Baseball Field

Event Contact Name: Meredith Lawrence Date of Birth: 12/8/73

Contact Address: 1181e N. Berkeley Ave

City: Turlock Zip Code: 95380 Phone: (209) 552-10840

To Be Completed By City Personnel Only

<u>Department</u>	<u>Description of Estimated City Fees</u>	<u>Fee</u>
<input type="checkbox"/> Police Department	_____	\$ _____

<input type="checkbox"/> Parks, Recreation And Public Facilities	_____	\$ _____

<input type="checkbox"/> Engineering	_____	\$ _____

<input type="checkbox"/> Fire Department	_____	\$ _____

<input type="checkbox"/> Municipal Services	_____	\$ _____

<input type="checkbox"/> Business Licenses	_____	\$ _____

TOTAL ESTIMATED CITY FEES:		\$ _____

The applicant signature below is in acceptance of the estimated fees and in acknowledgement that other fees maybe incurred throughout the event process.

Signature: _____ Date: _____

Print name: _____

PRE-EVENT CHECKLIST

Internal use ONLY

Event Date: _____ Event Name: _____

Location: _____

Contact Person: _____ Phone: _____

Non-Applicable COMPLETED

Insurance Requirements:

Applicant 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 business days before the event and Applicant'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:

A valid liquor permit from the State of California Alcoholic Beverage Control Board (ABC) in Stockton, CA must be provided to the Parks, Recreation and Public Facilities Department office 15 business days prior to event date. The liquor permit must be displayed in the area where alcohol beverages are to be present. You must obtain a letter of permission from the Recreation Department office to present to ABC prior to applying for liquor permit. The allowance of alcohol is subject to the approval of the Turlock Police Department and will be subject to a 15 business day 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:

1 security guard is required for every 100 persons in attendance when alcohol is being served at an event.
A Pre-approved list of Security Agencies is available at the Recreation Division office.

Food Selling/Concessions Permit

All state and local health codes must be met by all vendors at an event where food will be served whether for purchase or distribution. It is the responsibility of the event organizer to obtain a health permit from each vendor prior to the event.

Turlock Downtown Property Owners Review.

If your event is being held in Downtown Turlock you are required to get the approval of the Turlock Downtown Property Owners Association. Please contact the TDPOA Director @ (209) 634-6459.

Property Owner Notification

Adjacent property owners impacted by the event will be notified by mail about the public hearing for the event.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE }
CLOSURE OF JOHNSON ROAD, FROM THE }
JULIEN ELEMENTARY SCHOOL PARKING LOT }
TO CHARLES PLACE, FOR THE TURLOCK }
AMERICAN LITTLE LEAGUE TO HOST THE 2017 }
OPENING CEREMONIES, IS EXEMPT FROM THE }
PROVISIONS OF THE CALIFORNIA }
ENVIRONMENTAL QUALITY ACT (CEQA) IN }
ACCORDANCE WITH SECTION 15304 }
(MINOR ALTERATIONS TO LAND) OF THE }
CEQA GUIDELINES }

RESOLUTION NO. 2017-

WHEREAS, the City plans to temporarily modify the use of land along a portion of Johnson Road, between the Julien Elementary School Parking Lot and Charles Place, for a special event that will result in the temporary closure of the specified street section to motor vehicles, but not create any permanent or long-term modifications to the use of the land.

WHEREAS, section 15601 of the California Environmental Quality Act (CEQA) Guidelines states that once a lead agency has determined that an activity is a project subject to CEQA that a lead agency shall determine whether the project is exempt from CEQA; and

WHEREAS, section 15304 of the California Environmental Quality Act Guidelines states, "Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agriculture purposes", and that minor temporary uses of land having negligible or no permanent effects on the environment, such as carnivals and sales of Christmas trees, are exempt from CEQA pursuant to Section 15304(e) of the CEQA Guidelines; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the closure of Johnson Road, from the Julien Elementary School parking lot to Charles Place, for the Turlock American Little League to host the 2017 Opening Ceremonies, is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15304 (Minor Alterations to Land) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of February, 2017, by the following vote:

- AYES:
- NOES:
- NOT PARTICIPATING:
- ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
CLOSURE OF JOHNSON ROAD, FROM THE }
JULIEN ELEMENTARY SCHOOL PARKING }
LOT TO CHARLES PLACE FOR }
PEDESTRIAN SAFETY, FOR THE }
TURLOCK AMERICAN LITTLE LEAGUE TO }
HOST THE 2017 OPENING CEREMONIES, }
ON SATURDAY, MARCH 4, 2017 FROM }
7:30 A.M. TO 2:30 P.M., AND AUTHORIZING }
THE CITY MANAGER TO APPLY }
APPROPRIATE CONDITIONS AND }
RESTRICTIONS ON THE STREET CLOSURE }
_____ }

RESOLUTION NO. 2017-

WHEREAS, the applicant, Meredith Lawrence of The Turlock American Little League, has requested to close the portion of Johnson Road, from the Julien Elementary School parking lot to Charles Place, for the 2017 Turlock American Little League Opening Ceremonies on Saturday, March 4, 2017, from 7:30 a.m. to 2:30 p.m.; and

WHEREAS, California Vehicle Code Section 21101(e) authorizes local agencies to approve temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and

WHEREAS, as a condition of approval, the applicant shall agree to comply with all applicable conditions and restrictions associated with hosting such an event, to include, but not limited to: provision of proof of general liability insurance coverage acceptable to the City; obtaining, setting up, maintaining, and removal of traffic control devices as required through a temporary traffic control plan approved by the City; as well as other related conditions that may be applied by the City Manager.

WHEREAS, the City Council of the City of Turlock considered this action in light of the provisions of CEQA and the public testimony given at their regular meeting held on February 14, 2017.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the closure of Johnson Road, from the Julien Elementary School parking lot to Charles Place, for the Turlock American Little League to host the 2017 Opening Ceremonies on Saturday, March 4, 2017, from 7:30 a.m. to 2:30 p.m., and authorize the City Manager to apply appropriate conditions and restrictions on the street closure.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of February, 2017, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

City Council Staff Report

February 14, 2017



8C



From: Phaedra A. Norton, Interim City Manager
Prepared by: Sarah Tamey Eddy, Human Resources Manager
Agendized by: Gary R. Hampton, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting the Citywide Total Compensation Study from Cooperative Personnel Services (CPS) HR Consulting that includes all unrepresented employees and all bargaining groups

2. SYNOPSIS:

Accepting the Citywide Total Compensation Study.

3. DISCUSSION OF ISSUE:

On December 9, 2014, the City Council adopted Resolution No. 2014-200 which memorialized the City's commitment to conducting a Total Compensation Study (Study) for unrepresented employees and all bargaining groups who wanted to participate. On September 13, 2016 a contract was awarded to Cooperative Personnel Services (CPS) HR Consulting to conduct the Study.

On October 10, 2016, a meeting was held with staff, the labor group representatives, and the consultant to discuss parameters of the Study. During the meeting, the group identified the comparable cities to be used for the Study, as well as the job classifications to be studied.

The Study included sixty-five (65) job classifications mutually agreed upon by staff, the labor group representatives, and the consultant. The objective of the Study was to determine how competitive the City of Turlock is by collecting and analyzing base salary and total compensation data within its labor market of ten (10) City agencies and one (1) Joint Powers Authority.

The consultant provided a draft of the Study to the City Manager and City Attorney. On January 31, 2017, the consultant presented the Study to the labor group representatives, received feedback from the representatives, and answered

pam

questions presented by the representatives. Any feedback from the labor groups has been taken into consideration.

4. BASIS FOR RECOMMENDATION:

The City Council made a commitment during 2014 negotiation discussions to conduct a Citywide Total Compensation Study for represented and unrepresented employees. The parameters of the study were as follows:

1. Conduct a Comprehensive Total Compensation Study for unrepresented employees and all bargaining groups who want to participate.
2. The goal was to complete the Study on or about January 2017.
3. The City will allow unrepresented employees and all bargaining groups to provide input regarding the following:
 - (a) comparable cities to be used for the Study (recommended cities will be brought back to the City Council for final approval); and
 - (b) positions to be studied.
4. None of the parties will be bound by the results of the Study; however, the results of the Study may be used to aid the parties in future negotiations.

The parameters of the Study were completed.

5. POLICY GOAL AND IMPLEMENTATION PLAN INITIATIVE:

Policy Goal #2 – Fiscal Responsibility

General Principles:

4. Create an “efficient” and effective organization.

6. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

None by this action. Funds have been budgeted for this Study in the 2016-17 Fiscal Year (110-10-112.43014).

7. CITY MANAGER’S COMMENTS

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. No recommended alternatives.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING THE }
CITYWIDE TOTAL COMPENSATION STUDY }
FROM COOPERATIVE PERSONNEL }
SERVICES (CPS) HR CONSULTING THAT }
INCLUDES ALL UNREPRESENTED }
EMPLOYEES AND ALL BARGAINING }
GROUPS }
_____ }

RESOLUTION NO. 2017-

WHEREAS, on December 9, 2014 the City Council adopted Resolution No. 2014-200 to hire a consultant to conduct a Citywide Total Compensation Study ("Study") for represented and unrepresented employees; and

WHEREAS, a contract was awarded on September 13, 2016 to Cooperative Personnel Services (CPS) HR Consulting to conduct the Study; and

WHEREAS, a meeting was held with staff, the labor group representatives, and the consultant to discuss parameters of the study and identify the comparable cities to be used for the Study, as well as the job classifications to be studied; and

WHEREAS, the consultant provided a draft Study to the City Manager and City Attorney. On January 31, 2017, the consultant presented the Study to the labor group representatives, received feedback from the representatives, and answered questions presented by the representatives. Any feedback from the labor groups has been taken into consideration.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept the Citywide Total Compensation Study from Cooperative Personnel Services (CPS) HR Consulting.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of February, 2017, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

Scheduled Matters

Item 8C

Citywide Total Compensation Study

Report will be provided
under separate cover.