

City Council Agenda



MARCH 12, 2019

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



Mayor
Amy Bublak

Council Members

Nicole Larson

Andrew Nosrati

Gil Esquer

Becky Arellano

Vice Mayor

City Manager

Robert C. Lawton

City Clerk

Jennifer Land

Interim City Attorney

Jose M. Sanchez

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 – LED BY GIRL SCOUT TROOP 1731

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

- A. Recognition: Employee of the Month, February 2019, Staff Services Technician Joanne Foster
- B. Proclamation: Go Green Week, March 11-15, 2019, accepted by Municipal Services Director Michael Cooke
- C. Presentation: Go Green Week, presented by Municipal Services Staff Services Assistant Nicole Mann
- D. Appointment: Central San Joaquin Valley Risk Management Authority, Board of Directors (Alternate Member)

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

B. PUBLIC PARTICIPATION

Pursuant to California Government Code Section 54954.3(a), 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.

Pursuant to California Government Code Section 54954.2(a)(3), no action or discussion may be undertaken on any item not appearing on the posted agenda, except that the City Council, or its staff, may briefly respond to comments or questions from members of the public, provide a reference to staff or other resources for factual information, or direct staff to place the issue on a future agenda.

4. **A. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA, EXCEPT BY TITLE**

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

C. 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 Weekly Demands of 1/10/19 in the amount of \$595,496.11; Weekly Demands of 1/24/19 in the amount of \$1,147,701.11; Weekly Demands of 1/31/19 in the amount of \$951,179.74
- B. Motion: Accepting Minutes of the Special Meeting of January 10, 2019; Minutes of the Special Meeting of February 1, 2019
- C. Motion: Accepting improvements and authorizing the City Engineer to file a Notice of Completion for "Monte Verde" Subdivision, Development Project No. 14-21
- D. Motion: Accepting notification of Contract Change Order No. 1 in the amount of \$39,283.75 with Granite Construction, of Fresno, California, for City Project No. 14-25 "East Monte Vista Avenue Rehabilitation," bringing the contract total to \$1,465,824.75
- E.
 - 1. Resolution: Appropriating \$67,830 to account numbers 216-40-422.48001_295 "Transfers out Fd215 P1658 Christoffersen Bike" and 215-40-420.38001_295 "Transfers in Fd215 P1658 Christoffersen Bike" to be funded from Fund 216 "Non-motorized LTF" unallocated reserves to provide local match funding for City Project No. 16-58 "Christoffersen Parkway Bike Improvements"
 - 2. Motion: Awarding bid and approving an Agreement in the amount of \$396,829.25 (Fund 215) with Chrisp Company, of Stockton, California, for City Project No. 16-58 "Christoffersen Parkway Bike Improvements"
- F.
 - 1. Resolution: Determining City Project No. 16-59 "Intersection Improvements at West Main Street and West Avenue" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines
 - 2. Motion: Awarding bid and approving an Agreement in the amount of \$342,452 (Fund 215) with Tim Paxin's Pacific Excavation, Inc., of Elk Grove, California, for City Project No. 16-59 "Intersection Improvements at West Main Street and West Avenue"

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- G. Motion: Approving Contract Change Order No. 3, in the amount of \$76,341.48, for City Project No. 17-30 "West Main Corridor Rehabilitation," bringing the contract total to \$7,628,533.44
 - H.
 - 1. Motion: Authorizing issuance of a Request for Proposals (RFP) for a transit advertising consultant to administer an advertising program upon Turlock Transit buses and bus shelters, as well as other transit-related equipment or facilities in the future, for a term not to exceed four (4) years
 - 2. Motion: Authorizing the City Manager, or his designee, to issue a written notice of voluntary termination to Stott Outdoor Advertising regarding City Contract No. 15-077 with a new effective termination date of June 30, 2019
 - I.
 - 1. Motion: Approving an Intelligent Transportation Systems (ITS) strategy for improvements to Turlock Transit services comprised of both short-term and long-term solutions
 - 2. Resolution: Approving a three (3) year Agreement with Swiftly, Inc., of San Francisco, California, in an amount not to exceed \$99,800 (Fund 426) for Automatic Vehicle Location (AVL) hardware and data services, real-time passenger information services, and web-based analytics on the Swiftly platform, without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(6), and authorizing the City Manager to execute the Agreement
 - 3. Resolution: Authorizing future sole source procurements of hardware, software, modules, or services from Swiftly, Inc., of San Francisco, California, if needed due to changes with the City's transit fleet or transit services during the term of the Agreement, contingent on the availability of budgeted transit funds, without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(6), and authorizing the City Manager, or his designee, to execute all documents associated with such procurements
 - J.
 - 1. Motion: Approving an Agreement with Token Transit, Inc., of San Francisco, California, for mobile ticketing software and support services for Turlock Transit for an initial term of one (1) year from the future date of deployment, without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(6), and authorizing the City Manager to execute the Agreement
 - 2. Motion: Approving an Addendum to the Agreement with Token Transit, Inc., of San Francisco, California, for the use of Bluetooth beacon hardware in the electronic validation of mobile fares, without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(6), and authorizing the City Manager to execute the Addendum to the Agreement
 - 3. Resolution: Authorizing the future sole source procurements of software and hardware for electronic validation of passes and special pass services from Token Transit, Inc., of San Francisco, California, contingent on the availability of budgeted transit funds, without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(6), and authorizing the City Manager to execute all documents associated with the procurement and implementation of hardware, software, or services
 - K.
 - 1. Motion: Approving Amendment No. 1 to an Agreement with A & A Portables, Inc. for chemical restroom rentals at Pedretti Park and other City facilities and events
 - 2. Resolution: Appropriating \$6,000 to account number 205-60-604.43297 "Chemical Restrooms" to be funded from Fund 110 "General Fund" unallocated reserves for chemical restroom services at Pedretti Park and other City facilities and events
 - L. Motion: Approving a Memorandum of Understanding between the City of Turlock and Turlock Youth Soccer Association for use of the Turlock Regional Sports Complex to offer youth soccer programs and tournaments within the community for a period of three (3) years

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- M. Motion: Approving a Professional Services Agreement between the City of Turlock and Municipal Financial Services to update and evaluate the City of Turlock's water fund cash flow in a total amount not to exceed \$16,200 (Fund 420)
 - N.
 - 1. Motion: Approving a Professional Services Agreement between the City of Turlock and Robertson-Bryan, Inc. to provide assistance amending and renewing the National Pollutant Discharge Elimination System (NPDES) for the Turlock Regional Water Quality Control Facility (RWQCF) for a period of twenty-four (24) months, in a total amount not to exceed \$219,598, including a 10% contingency
 - 2. Motion: Approving an Agreement between the City of Turlock and the Turlock Irrigation District (TID) for the reimbursement of certain costs associated with the NPDES permit renewal services provided by Robertson-Bryan pertaining to the discharge of recycled water into TID's Lateral 4 irrigation canal
 - O.
 - 1. Motion: Approving an Agreement between the City of Turlock and Orrick, Herrington & Sutcliffe, LLP. for professional legal services (bond counsel) related to water and wastewater capital financing issues, on an as needed basis, for a period of five (5) years in an annual amount not to exceed \$50,000 and authorizing the City Manager to sign the "Scope of Services" as necessary from time to time to implement the agreement
 - 2. Resolution: Appropriating \$40,000 to account number 420-52-550.43318 "Professional Services – Bonds" and \$10,000 to account number 410-51-530.43318 "Professional Services – Bonds" to implement an Agreement with Orrick, Herrington & Sutcliffe, LLP to be funded from unallocated reserves in Fund 420 and Fund 410 respectively
 - P.
 - 1. Motion: Approving Amendment No. 2 to an Agreement with AECOM for professional engineering services, increasing the annual not-to-exceed compensation amount from \$966,060 to an annual not-to-exceed compensation amount of \$1,167,023, for additional design services
 - 2. Resolution: Appropriating \$14,220 to account number 410-51-534.43359 "Professional Engineering Services" funded by a transfer from Fund 415 "Capital Secondary Clarifier Drive Replace" and appropriating \$186,743 to account number 420-52-551.43359 funded by transfers from Fund 420 "Well Rehabilitation", "Chlorination of Well Sites (21)" and "Corp Yard Improvements" for Capital Improvement Projects
 - Q.
 - 1. Resolution: Determining the Downtown Turlock PCE Project is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15306 (Information Collection) of the CEQA Guidelines
 - 2. Resolution: Authorizing the City of Turlock to enter into a funding agreement with the State Water Resources Control Board for the Downtown Turlock PCE Project in a form approved by the City Attorney and authorizing and designating the Municipal Services Director as the project director for the Downtown Turlock PCE Project
 - R. Resolution: Appropriating \$25,000 to account number 116-30-305.44030_000 "Minor Equipment Miscellaneous" from Fund 116 "Special Public Safety-Fire" unallocated reserves for the purchase of personal protective equipment
 - S. Motion: Approving a Memorandum of Understanding (MOU) between the City of Turlock and the Modesto Junior College (MJC) Regional Fire Training Center, for the purpose of creating an "In Service Agreement" for reimbursable training hours as well as providing college units for specific fire department training hours performed by Turlock Fire Department Firefighters, for a period of five (5) years, 2019 through 2024
 - T. Resolution: Authorizing an acceptance and allocation of grant funds from the San Joaquin Valley Air Pollution Control District (SJVAPCD) for a total amount of \$73,252 and appropriating said funds to the appropriate revenue and expenditure accounts in Fund 506 "Vehicle Equipment Replacement" program 213 "Police Services"

- U. Resolution: Accepting donations made to the City of Turlock Police Department from various donors during the second quarter of Fiscal Year 2018-19 in the amount of \$20,061.94 (monetary donations) and \$27,071.21 (non-monetary donations) utilized in support of the Turlock Police Department's Animal Services, Blue Santa, K9, and General Donations and first quarter of Fiscal Year 2018-19 in the amount of \$820.29 (non-monetary donations) utilized in support of K9

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS:**

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.

- A. Request to certify the Addendum to the Mitigated Negative Declaration for the East Tuolumne Master Plan AND adopt General Plan Amendment 2018-01 (East Tuolumne Master Plan) amending the East Tuolumne Master Plan (*Quintero*)

Recommended Action:

Resolution: Certifying the Addendum to the Mitigated Negative Declaration for the East Tuolumne Master Plan

Resolution: Adopting General Plan Amendment 2018-01 (East Tuolumne Master Plan) amending the East Tuolumne Master Plan

- B. Request to amend the Turlock Municipal Code Title 2, Chapter 9, Sections 03-05 regarding "Public Works Contracts" to update the increased limits of bid procedures for informal projects pursuant to modifications by the California State Controller's Office (*Bray*)

Recommended Action:

Ordinance: Amending the Turlock Municipal Code Title 2, Chapter 9, Sections 03-05 regarding "Public Works Contracts" to update the increased limits of bid procedures for informal projects pursuant to modifications by the California State Controller's Office

8. **SCHEDULED MATTERS:**

- A. Request to determine the closure of Main Street, between Palm Street and Center Street, for the Turlock Certified Farmers Market (TCFM) to host the Turlock Farmers Market, reoccurring weekly for the period of twenty-two (22) weeks, 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 approve a Special Event Permit Application for the Turlock Farmers Market hosted by the Turlock Certified Farmers Market (TCFM), authorizing the associated closure of Main Street, between Palm Street and Center Street, for pedestrian safety, reoccurring weekly for the period of twenty-two (22) weeks, on Saturdays from 6:00 a.m. to 2:00 p.m., beginning May 4, 2019 through September 28, 2019 and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure AND approve an Agreement

between the City of Turlock and the Turlock Certified Farmers Market (TCFM) to provide traffic control labor and equipment as approved by the City of Turlock, at the TCFM's assumption of liability and risk, reoccurring weekly for the period of twenty-two (22) weeks, on Saturdays from 6:00 a.m. to 2:00 p.m., beginning May 4, 2019 through September 28, 2019 AND approve the "Release, Waiver of Liability, and Assumption of Risk Agreement", to be used by those individuals volunteering for the Turlock Certified Farmers Market (TCFM) to implement traffic control for the farmers market (Van Guilder)

Recommended Action:

Resolution: Determining the closure of Main Street, between Palm Street and Center Street, for the Turlock Certified Farmers Market (TCFM) to host the Turlock Farmers Market, reoccurring weekly for the period of twenty-two (22) weeks, 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: Approving a Special Event Permit Application for the Turlock Farmers Market hosted by the Turlock Certified Farmers Market (TCFM), authorizing the associated closure of Main Street, between Palm Street and Center Street, for pedestrian safety, reoccurring weekly for the period of twenty-two (22) weeks, on Saturdays from 6:00 a.m. to 2:00 p.m., beginning May 4, 2019 through September 28, 2019 and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

Resolution: Approving an Agreement between the City of Turlock and the Turlock Certified Farmers Market (TCFM) to provide traffic control labor and equipment as approved by the City of Turlock, at the TCFM's assumption of liability and risk, reoccurring weekly for the period of twenty-two (22) weeks, on Saturdays from 6:00 a.m. to 2:00 p.m., beginning May 4, 2019 through September 28, 2019

Resolution: Approving the "Release, Waiver of Liability, and Assumption of Risk Agreement", to be used by those individuals volunteering for the Turlock Certified Farmers Market (TCFM) to implement traffic control for the farmers market

- B. Request to affirm the authorization of the City of Turlock Housing Program Services Division to use Community Development Block Grant (CDBG) funds to further affordable housing opportunities through the purchase, resale or granting of residential real property to eligible organizations and households and authorize the City Manager to sign all necessary documents AND affirm the authorization of the City of Turlock acting as the lead agency of the Turlock/Stanslaus County Home Consortium to use reallocated HOME funds to further affordable housing opportunities through the purchase, resale or granting of residential real property to eligible organizations and households and authorizes the City Manager to sign all necessary documents (Pitt)

Recommended Action:

Resolution: Affirming the authorization of the City of Turlock Housing Program Services Division to use Community Development Block Grant (CDBG) funds to further affordable housing opportunities through the purchase, resale or granting of residential real property to eligible organizations and households and authorize the City Manager to sign all necessary documents

Resolution: Affirming the authorization of the City of Turlock acting as the lead agency of the Turlock/Stanslaus County Home Consortium to use reallocated HOME funds to further affordable housing opportunities through the purchase, resale or granting of residential real property to eligible organizations and households and authorizes the City Manager to sign all necessary documents

- C. Request to appoint the law firm of Churchwell White LLP as Contract City Attorney for the City of Turlock and approve an Agreement for Attorney Services setting the terms and conditions for Contract City Attorney Services AND appropriate \$85,000 to account number 110-10-308-43010 "Contract Attorney" from Fund 110 "General Fund" unallocated reserves for Contract City Attorney services to be performed by Churchwell White LLP for the remainder of FY 2018/19 AND appropriate \$75,000 to account number 110-10-308-43009 "Interim City Attorney Services" from various accounts within Fund 110 Division 108 "General Fund – City Attorney" and appropriate \$50,000 to account number 110-10-308-43009 "Interim City Attorney Services" from Fund 110 "General Fund" unallocated reserves for Interim City Attorney services performed by Meyers Nave (Lawton)

Recommended Action:

Resolution: Appointing the law firm of Churchwell White LLP as Contract City Attorney for the City of Turlock and approving an Agreement for Attorney Services setting the terms and conditions for Contract City Attorney Services

Resolution: Appropriating \$85,000 to account number 110-10-308-43010 "Contract Attorney" from Fund 110 "General Fund" unallocated reserves for Contract City Attorney services to be performed by Churchwell White LLP for the remainder of FY 2018/19

Resolution: Appropriating \$75,000 to account number 110-10-308-43009 "Interim City Attorney Services" from various accounts within Fund 110 Division 108 "General Fund – City Attorney" and appropriating \$50,000 to account number 110-10-308-43009 "Interim City Attorney Services" from Fund 110 "General Fund" unallocated reserves for Interim City Attorney services performed by Meyers Nave

9. STAFF UPDATES:

Staff updates are provided for informational purposes only and no action or discussion may be undertaken, except that Council may request the matter be placed on a future agenda.

1. Administrative Services
 - a. Homelessness Update (Pitt)
2. Development Services Department
 - a. Building Activity, Capital Projects, Transit, and Measure L (Bray)
3. Fire Department
4. Municipal Services Department
5. Parks, Recreation and Public Facilities
6. Police Department

10. CITY MANAGER COMMENTS

City Manager Comments are provided for informational purposes only and no action or discussion may be undertaken, except that Council may request the matter be placed on a future agenda.

11. 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.

12. 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 April 23, 2019, unless otherwise specified by the Mayor or a majority of the Council.

13. 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.

14. CLOSED SESSION: None

15. REPORTS FROM CLOSED SESSION

16. ADJOURNMENT

**IN HONOR OF
GO GREEN WEEK
MARCH 11 - 15, 2019**

WHEREAS, to encourage environmental stewardship, the City of Turlock developed an annual Go Green Week program for K-12 students; and

WHEREAS, Go Green Week provides an opportunity for students to learn more about environmental sustainability, water conservation, pollution prevention, and resource conservation; and

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

WHEREAS, for the last 11 years, the City of Turlock and participating schools throughout Turlock have planted 253 trees, raised more than \$13,000 through recycling activities, and diverted approximately 20,600 pounds of waste from the landfill during Go Green Week.

NOW, THEREFORE, I, AMY BUBLAK, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire City Council and all our citizens, do hereby proclaim March 11 - 15, 2019, as "**GO GREEN WEEK**" in the City of Turlock and urge all students, residents, educators, and businesses in Turlock to participate in local educational and celebratory activities.

IN WITNESS WHEREOF, I, AMY BUBLAK, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 12th day of March, 2019.

AMY BUBLAK, MAYOR
City of Turlock, County of Stanislaus,
State of California

4C

RECEIVED

DEC 21 2018

Office of the
City Clerk

BUBLAK FOR TURLOCK CITY MAYOR TOP CONTRIBUTORS

CA REAL ESTATE PAC- CA ASSN OF REALTORS

MAUREEN RICHARDS

DENALE ANALUTICAL

JKB ENERGY

PARINDER SAMRAN

MICHAEL CROWELL

TURLOCK ASSOCIATION OF POLICE OFFICERS

JOE MULLINAX

HALL EQUITIES

ROMINA KIRYAKOUS

TOP 10 CONTRIBUTORS
Gil Esquer - 2016

JAN 24 2017

2016-2017
CASH

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

Councilmember Nicole Larson's
Top Contributors as of 1-4-2019

1. Charles Larson
2. Surjit Malhi
3. Great America Inc.
4. Hardeep Rai
5. Prabhjot Singh
6. Richard Swanson
7. Andrea Swanson
8. Better California PAC
9. Matthew Swanson
10. Turlock Firefighters PAC
11. Sarah Beekman
12. Maria Swanson
13. Turlock Petroleum Inc.

RECEIVED

JAN - 4 2019

Office of the
City Clerk

Jennifer Land

From: Andrew Nosrati
Sent: Friday, January 04, 2019 10:45 AM
To: Jennifer Land
Subject: Top 10 Contributors

RECEIVED

JAN - 4 2019

Office of the
City Clerk

Listed below are the top 10 contributors for the campaign:

Andrew Nosrati
Central Valley Democratic Club
Jeani M. Ferrari
Betty Julian
Alec Smith
Ashour Betishou
Ronald W. Hillberg
Nora Tumazi
Gilda Ekhtiar
Cyrus Amirfar

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING	}	RESOLUTION NO. 2019-
WEEKLY DEMANDS OF 1/10/19 IN THE	}	
AMOUNT OF \$595,496.11;	}	
WEEKLY DEMANDS OF 1/24/19 IN THE	}	
AMOUNT OF \$1,147,701.11;	}	
WEEKLY DEMANDS OF 1/31/19 IN THE	}	
AMOUNT OF \$951,179.74	}	

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:
1/10/19	\$595,496.11
1/24/19	\$1,147,701.11
1/31/19	\$951,179.74

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of March, 2019, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

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

Payment Register

From Payment Date: 1/4/2019 - To Payment Date: 1/10/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
119326	01/10/2019	Open			Accounts Payable	AFLAC GROUP INSURANCE	\$1,791.15		
	Invoice								
	A110518000			01/07/2019	GROUP DECEMBER 2018			\$1,791.15	
	Paying Fund				Cash Account			Amount	
	104 - Payroll Clearing Fund				104.11000 (Cash)			\$1,791.15	
119327	01/10/2019	Open			Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	\$276.94		
	Invoice								
	2046939			01/04/2019	ARC, FULL SERVICE MAINT - DEC 2018			\$276.94	
	Paying Fund				Cash Account			Amount	
	502 - Engineering				502.11000 (Cash)			\$276.94	
119328	01/10/2019	Open			Accounts Payable	AT&T / CALNET 3	\$6,138.33		
	Invoice								
	000012336005			01/04/2019	BAN #9391034847 /City-wide system 2096682612957 (11/13-12/12/18)			\$694.67	
	000012336001			01/04/2019	BAN #9391034842 / PSF Phones 2096323265 (11/13- 12/12/18)			\$443.80	
	000012336147			01/04/2019	BAN #9391034901 (T1 LINE - 4-way split)			\$164.68	
	PO298-1/10/19			01/04/2019	Multiple COT accounts paid on 1/10/19 (Nov-Dec 2018)			\$4,835.18	
	Paying Fund				Cash Account			Amount	
	110 - General Fund				110.11000 (Cash)			\$4,856.49	
	205 - Sports Facilities				205.11000 (Cash)			\$50.56	
	217 - Streets - Gas Tax				217.11000 (Cash)			\$4.09	
	246 - Landscape Assessment				246.11000 (Cash)			\$4.09	
	255 - CDBG				255.11000 (Cash)			\$40.34	
	405 - Building				405.11000 (Cash)			\$54.70	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$455.97	
	420 - WATER				420.11000 (Cash)			\$193.37	
	426 - Transit - Fixed Route				426.11000 (Cash)			\$69.52	
	501 - Information Technology				501.11000 (Cash)			\$163.33	
	502 - Engineering				502.11000 (Cash)			\$98.70	
	505 - Fleet				505.11000 (Cash)			\$147.17	
119329	01/10/2019	Open			Accounts Payable	BUREAU VERITAS NO AMERICA	\$38,844.75		
	Invoice								
	1446195			01/04/2019	PLAN CHECK SERVICES FOR BP#18-1264			\$30,062.90	
	1446193			01/04/2019	PLAN CHECK SERVICES FOR BP#18-1234			\$2,800.00	
	1432874			01/04/2019	PLAN CHECK SERVICES FOR MP3 MONTE VERDE TRUSS REVISIONS			\$170.00	
	1430844			01/04/2019	PLAN CHECK SERVICES FOR BP#17-0217 DEF TRUSSES			\$573.75	
	1431010			01/04/2019	PLAN CHECK SERVICES FOR BP#18-0423			\$5,238.10	
	Paying Fund				Cash Account			Amount	
	405 - Building				405.11000 (Cash)			\$38,844.75	
119330	01/10/2019	Open			Accounts Payable	BURTON'S FIRE, INC	\$250.10		
	Invoice								
	S 43129			01/07/2019	AUTO EJECT 20WP WEATH			\$250.10	

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Amount	Transaction Amount	Reconciled Amount	Difference
119331	Paying Fund				Cash Account					
	110 - General Fund	Open			110.11000 (Cash)	CENTRAL SANITARY SUPPLY	\$250.10			
	Invoice				Description					
	934228		01/04/2019		Accounts Payable	JANITORIAL PAPER & CLEANING SUPPLIES	\$285.89	\$1,253.52		
	934231		01/04/2019			JANITORIAL PAPER & CLEANING SUPPLIES	\$111.33			
119332	Paying Fund				Cash Account					
	410 - WATER QUALITY CONTROL (WQC)	Open			410.11000 (Cash)	CENTRAL VALLEY BUSINESS FORMS	\$1,253.52			
	Invoice				Description					
	217505		01/04/2019		Accounts Payable	BUSINESS CARDS - A. BUBLAK, G. ESQUER, N. LARSON, A. NOSRATI	\$99.25	\$99.25		
	Paying Fund				Cash Account					
119333	110 - General Fund	Open			110.11000 (Cash)	CHAMPION INDUSTRIAL	\$99.25			
	Invoice				Description					
	59678		01/04/2019		Accounts Payable	POLICE DEPT - BOILER IS CAUSING THE BLDG TO NOT HEAT	\$791.77	\$791.77		
	Paying Fund				Cash Account					
	110 - General Fund	Open			110.11000 (Cash)	CHARTER COMMUNICATIONS	\$791.77			
119334	Invoice				Description					
	01/10/2019	Open			Accounts Payable	8203 13 005 0071896 / IT Internet	\$65.00	\$199.20		
	0000051010119		01/04/2019			8203 13 680 0000051 / City Hall (TV service)	\$134.20			
	Paying Fund				Cash Account					
	110 - General Fund	Open			110.11000 (Cash)		\$88.07			
119335	410 - WATER QUALITY CONTROL (WQC)	Open			410.11000 (Cash)	Confuence Engineering Group LLC	\$23.06			
	420 - WATER	Open			420.11000 (Cash)		\$23.07			
	501 - Information Technology	Open			501.11000 (Cash)		\$65.00			
	Invoice				Description					
	06-1218TRLKWQS		01/04/2019		Accounts Payable	PROFESSIONAL SERVICES 12/1 - 12/31/18	\$18,946.50	\$18,946.50		
119336	Paying Fund				Cash Account					
	420 - WATER	Open			420.11000 (Cash)	DELL MARKETING LP	\$18,946.50			
	Invoice				Description					
	10282508160		01/09/2019		Accounts Payable	eQuote 1024417535985 - MONITORS FOR POLICE	\$249.67	\$292.81		
	10290857868		01/09/2019			DVD drive for Fire Admin	\$43.14			
119337	Paying Fund				Cash Account					
	110 - General Fund	Open			110.11000 (Cash)	DF ENGINEERING INC	\$292.81			
	Invoice				Description					
	23408		01/04/2019		Accounts Payable	ON CALL CONSULTING SERVICES- RW 18-09, 770 SOUTH AVE	\$1,050.00	\$1,050.00		
	Paying Fund				Cash Account					

Payment Register

From Payment Date: 1/4/2019 - To Payment Date: 1/10/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
119338	502 - Engineering 01/10/2019 Invoice	Open			502.11000 (Cash)	ENGINEERED FIRE SYST INC	\$1,050.00		
	14566 Paying Fund			01/07/2019	NOVEMBER 2018 PLAN REVIEW Cash Account			\$1,050.00	
119339	110 - General Fund 01/10/2019 Invoice	Open			110.11000 (Cash)		\$10.00		
	5172261 Paying Fund			01/08/2019	EQUIFAX-CREDIT CHECK SERVICES, Inv date 12-31 -18 Cash Account			\$10.00	
119340	255 - CDBG 01/10/2019 Invoice	Open			255.11000 (Cash)	FEDERAL EXPRESS	\$758.92		
	6-408-00654 Paying Fund			01/04/2019	Shipping Charges - 12/21/18 Statement Cash Account			\$758.92	
	110 - General Fund				110.11000 (Cash)			\$527.70	
	266 - Police Services Grants				266.11000 (Cash)			\$28.13	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$109.08	
	420 - WATER				420.11000 (Cash)			\$94.01	
119341	01/10/2019 Invoice	Open				GOMES & SONS INC, JOE M	\$42,959.82		
	16321 Paying Fund			01/04/2019	CUST #24090 - Fuel Expense for 11/17/18-11/15/18 Fuel for Fire #3			\$20,638.21	
	16623			01/04/2019	CUST #24090 - Fuel Expense for 11/16/18-11/30/18 Fuel for Fire #3			\$1,312.16	
	16247			01/04/2019	Cash Account			\$19,196.91	
	110 - General Fund				110.11000 (Cash)			\$1,812.54	
	205 - Sports Facilities				205.11000 (Cash)			\$18,545.01	
	217 - Streets - Gas Tax				217.11000 (Cash)			\$610.39	
	246 - Landscape Assessment				246.11000 (Cash)			\$3,043.08	
	256 - Stanislaus Housing Consortium				256.11000 (Cash)			\$2,163.91	
	405 - Building				405.11000 (Cash)			\$34.69	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$175.91	
	420 - WATER				420.11000 (Cash)			\$3,172.89	
	425 - Transit - Dial-A-Ride				425.11000 (Cash)			\$2,761.69	
	502 - Engineering				502.11000 (Cash)			\$12,125.25	
119342	01/10/2019 Invoice	Open				GREEN HORIZON INC	\$250.00		
	23305 Paying Fund			01/08/2019	Dec. 2018 Landscape maint. 808-810 S Soderquist Rd			\$60.00	
	23309			01/08/2019	Dec. 2018 Landscape Maint. 1143-1145 Park St			\$130.00	
	23320			01/08/2019	Dec 2018 Landscape Maint. 736-738 Park St			\$60.00	
	256 - Stanislaus Housing Consortium				256.11000 (Cash)			\$250.00	

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
119343	01/10/2019 Invoice	Open			Accounts Payable	HORIZON WATER & ENVIR LLC	\$6,269.33		
	3332		Date	Description		Amount			
			01/04/2019	SRWA Project EIR Phase I for 2018-19 - November 2018		\$1,850.00			
	3353		01/04/2019	SRWA Project Environmental Phase II for 2018-19 - Nov 2018		\$4,419.33			
	Paying Fund			Cash Account		Amount			
	950 - SRWA			950.11000 (Cash)		\$6,269.33			
119344	01/10/2019 Invoice	Open			Accounts Payable	HUB INT'L OF CA INS SVC	\$380.06		
	DECEMBER 2018		Date	Description		Amount			
			01/07/2019	LIABILITY INSURANCE FOR FACILITIES		\$380.06			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$380.06			
119345	01/10/2019 Invoice	Open			Accounts Payable	Infererra Construction Mgmt Group, Inc	\$35,621.00		
	1897		Date	Description		Amount			
			01/04/2019	SRWA Contract Mgmt Wet Well Construction for 2018-19 - Nov 2018		\$35,621.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA			950.11000 (Cash)		\$35,621.00			
119346	01/10/2019 Invoice	Open			Accounts Payable	LANGUAGE LINE SERVICES	\$10.75		
	4462568		Date	Description		Amount			
			01/04/2019	Acct #9020101104 - Translation services for Police Department		\$10.75			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$10.75			
119347	01/10/2019 Invoice	Open			Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	\$2,542.18		
	IN1290570		Date	Description		Amount			
			01/07/2019	STRUCTURE GEAR PPE		\$2,542.18			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,542.18			
119348	01/10/2019 Invoice	Open			Accounts Payable	P G & E	\$9,536.60		
	Rec-12/26/18		Date	Description		Amount			
			01/04/2019	2749172768-4 / 144 S Broadway		\$53.71			
	RBoesch-1/3/19		01/04/2019	4388605407-1 / 275 N Orange		\$55.35			
	Columbia-1/3/19		01/04/2019	6180280303-3 / 600 Columbia St		\$8.65			
	595High-1/3/19		01/04/2019	0221941093-9 / 595 High St		\$8.65			
	WQC-12/20/18		01/04/2019	6307877156-3 / 901 S Walnut Rd		\$9,410.24			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$126.36			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$9,410.24			
119349	01/10/2019 Invoice	Open			Accounts Payable	PACIFIC STORAGE COMPANY	\$163.00		
	2102594		Date	Description		Amount			
			01/04/2019	PD RECORDS SHREDDING - DECEMBER 2018		\$49.00			
	2102595		01/04/2019	PD MAIL ROOM SHREDDING - DECEMBER 2018		\$25.00			
	2102596		01/04/2019	PD OPERATIONS SHREDDING - DECEMBER 2018		\$36.00			
	2102597		01/04/2019	PD DISPATCH SHREDDING - DECEMBER 2018		\$14.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
119350	2102598		01/04/2019		PD DETECTIVES SHREDDING - DECEMBER 2018				\$25.00
	2102599		01/04/2019		FIRE/NP SHREDDING - DECEMBER 2018				\$14.00
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$163.00
119351	01/10/2019	Open			Accounts Payable	PRESORT CTR STOCKTON INC	\$9,823.01		
	Invoice								Amount
	99693		01/07/2019		UTILITY BILLING NOVEMBER 2018 & DELINQUENTS OCTOBER 2018				\$9,823.01
	Paying Fund				Cash Account				Amount
119352	110 - General Fund				110.11000 (Cash)				\$3,274.33
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$3,274.35
	420 - WATER				420.11000 (Cash)				\$3,274.33
	01/10/2019	Open			Accounts Payable	ROLAND PHD, JOCELYN E	\$1,000.00		
119353	Invoice								Amount
	16206		01/07/2019		FIRE - JANUARY 2019 MONTHLY SERVICES				\$1,000.00
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$1,000.00
119354	01/10/2019	Open			Accounts Payable	SAFE-T-LITE CO INC	\$4,430.55		
	Invoice								Amount
	352946		01/07/2019		BARRICADES FOR CHRISTMAS PARADE				\$4,091.88
	353044		01/07/2019		BARRICADES FOR OUR LADY OF GUADALUPE				\$338.67
119355	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$338.67
	120 - Tourism				120.11000 (Cash)				\$4,091.88
	01/10/2019	Open			Accounts Payable	SHARPENING SHOP	\$40.00		
119356	Invoice								Amount
	283412		01/07/2019		CHAINS AW CHAIN SHARPENING				\$40.00
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$40.00
119357	01/10/2019	Open			Accounts Payable	Shaw Law Group	\$1,045.00		
	Invoice								Amount
	33016		01/07/2019		November Professional Services				\$55.00
	33017		01/07/2019		November Professional Services				\$990.00
119358	Paying Fund				Cash Account				Amount
	512 - Casualty Insurance				512.11000 (Cash)				\$1,045.00
	01/10/2019	Open			Accounts Payable	SWRCB ACCOUNTING OFFICE	\$6,000.00		
	Invoice								Amount
119359	LW - 1021937		01/04/2019		SRWA - System Fees for 7/1/2018 - 6/30/2019				\$6,000.00
	Paying Fund				Cash Account				Amount
	950 - SRWA				950.11000 (Cash)				\$6,000.00
	01/10/2019	Open			Accounts Payable	T I D	\$235,207.21		
119360	Invoice								Amount
	Pedretti12/26/18		01/04/2019		000208-000129-0003 / 2400 Tegner Rd (Pedretti Park)				\$834.84
	Pedretti12.26.18		01/04/2019		000208-000129-0002 / 2400 Tegner Rd (Pedretti Park)				\$36.57
	Stmt: 12/27/18		01/04/2019		000208-030125-0002 / 118 North Ave				\$37.18
119361	PO152-11/01/19		01/04/2019		Multiple COT accounts paid on PO 152				\$2,480.87
	Multi-12/27/18		01/04/2019		000208-000000-0018 / Multiple streetlights				\$147.99

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
119357	Multi-12/22/18		01/04/2019	000208-000000-0014 / Multiple streetlights					\$306.09
	PSF-12/31/18		01/04/2019	000208-022041-0003/ 244 N Broadway (PSF)					\$9,897.81
	WQC-1/3/19		01/04/2019	000208-012362-0008/ 901 S Walnut (Water Treatment Facility)					\$141,800.34
	Senior-1/2/19		01/04/2019	000208-026235-0002 / 1191 Cahill Ave					\$267.84
	Senior-1/02/19		01/04/2019	000208-026235-0001 / 1191 Cahill Ave					\$99.57
	Simt: 1/2/19		01/04/2019	000208-000000-0167 (Well Pump Stations)					\$62,389.86
	Simt: 1/02/19		01/04/2019	000208-000000-0168 (Sewer Pump Stations)					\$3,227.60
	Simt: 01/02/19		01/04/2019	000208-000000-0169 (Storm Pump Stations)					\$9,585.08
	Transit-1/1/19		01/04/2019	000208-101449-0002 / 1418 N Golden State Blvd (Transit Center)					\$634.03
	Transit-1/01/19		01/04/2019	000208-101449-0001 / 1418 Golden State Blvd (Transit Center)					\$103.82
	AC-12/28/18		01/04/2019	000208-018927-0002 / Animal Control					\$100.58
	CNG-12/28/18		01/04/2019	000208-077375-0001 / 1001 S Walnut Rd -CNG					\$1,054.54
	AC-12/28/2018		01/04/2019	000208-070892-0003 / 801 S Walnut (Animal Control)					\$691.11
	PST-12/28/18		01/04/2019	000208-002428-0008 / 701 S Walnut Rd					\$459.17
	Fire2-12/28/18		01/04/2019	000208-018926-0001 / 791 S Walnut Rd (Station 2)					\$349.63
	DAR-12/28/18		01/04/2019	000208-002428-0001 / 701 S Walnut (Dial-A-Ride)					\$289.03
	AC-12/2018		01/04/2019	000208-018927-0001 / S Walnut (Animal Control)					\$231.87
	Simt: 12/28/18		01/04/2019	000208-072374-0002 / SE Countryside Hotel Dr					\$68.68
	TRSC-12/28/18		01/04/2019	000208-077978-0001 / Kilroy Rd (Sports Complex)					\$90.79
	Simt: 12/15/18		01/04/2019	000208-000000-0182 / Monte Verde Subdivision					\$22.32
119358	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)					\$12,310.26
	205 - Sports Facilities			205.11000 (Cash)					\$962.20
	216 - Streets - Local Transportation			216.11000 (Cash)					\$2,221.52
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					\$154,613.02
	420 - WATER			420.11000 (Cash)					\$62,389.86
	426 - Transit - Fixed Route			426.11000 (Cash)					\$1,026.88
	505 - Fleet			505.11000 (Cash)					\$1,683.47
	01/10/2019	Open		Accounts Payable		US BANK OFFICE EQUIPMENT	\$1,416.35		
	Invoice			Description					
119359	374341352		01/04/2019	Lease agreement for 9 copiers 12/23/18-1/22/19					\$1,416.35
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)					\$1,062.27
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					\$171.12
	502 - Engineering			502.11000 (Cash)					\$182.96
	01/10/2019	Open		Accounts Payable		UTILITY TELECOMP GROUP LLC	\$544.05		
	Invoice			Description					
	Simt: 1/1/19		01/04/2019	Acct #127022 - City-wide internet service					\$544.05
	Paying Fund			Cash Account					
	501 - Information Technology			501.11000 (Cash)					\$544.05
119359	01/10/2019	Open		Accounts Payable		VAN DE POL ENTERPRISE INC	\$589.46		
	Invoice			Description					
	CL83721		01/07/2019	FIRE - FUEL 12/1/18 TO 12/15/18					\$589.46
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)					\$589.46

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
119360	01/10/2019 Invoice	Open			Accounts Payable	VAN DERMIDEN MADDUX	\$765.00		
	10195 Paying Fund		01/07/2019	Description	October Professional Services		\$765.00		
	512 - Casualty Insurance			Cash Account			\$765.00		
119361	01/10/2019 Invoice	Open			Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$500.00		
	12-1723		01/04/2019	Description	PROJECT MGMT SOFTWARE TOOL-CAPITAL		\$500.00		
	Paying Fund			Cash Account					
119362	01/10/2019 Invoice	Open			Accounts Payable	VISION SERVICE PLAN CA	\$7,556.36		
	2037001		01/07/2019	Description	DEC 2018 VSP CLAIMS		\$5,982.48		
	2036580		01/07/2019	Cash Account	VISION PREMIUMS JANUARY 2019		\$1,573.88		
119363	01/10/2019 Invoice	Open			Accounts Payable	WEST YOST ASSOCIATES	\$156,565.74		
	2036934		01/04/2019	Description	SRWA Program Mgmt Services for 2018-19 - Nov 2018		\$130,966.74		
	Paying Fund			Cash Account	Professional Services 10/6/18 - 11/2/18		\$13,442.25		
	420 - WATER			Cash Account	Professional Services 11/3/18 - 11/30/18		\$12,156.75		
	950 - SRWA			Cash Account			\$25,599.00		
119364	01/10/2019 Invoice	Open			Accounts Payable	Larson, Nicole	\$190.25		
	TR4387PERDIEM		01/08/2019	Description	LEAGUE OF CA CITIES NEW MAYOR & COUNCIL		\$190.25		
	Paying Fund			Cash Account					
119365	01/10/2019 Invoice	Open			Accounts Payable	Nosrati, Andrew	\$190.25		
	TR4386PERDIEM		01/08/2019	Description	LEAGUE OF CA CITIES NEW MAYOR & COUNCIL		\$190.25		
	Paying Fund			Cash Account					
119366	01/10/2019 Invoice	Open			Accounts Payable	Simbalenko, Mike	\$146.90		
	TR-12/3-12/14/18		01/03/2019	Description	Lunch Reimbursement for TC Reconstruction School		\$146.90		
	Paying Fund			Cash Account					
	110 - General Fund			Cash Account			\$146.90		
Type Check Totals:							\$595,496.11		
AP - Accounts Payable Totals								\$0.00	

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Count	Transaction Amount	Transaction Amount	Reconciled Amount	Difference
					Reconciled	0		\$0.00		\$0.00	
					Voided	0		\$0.00		\$0.00	
					Stopped	0		\$0.00		\$0.00	
					Total	41		\$595,496.11		\$0.00	
All											
					Status	Count		Transaction Amount		Reconciled Amount	
					Open	41		\$595,496.11		\$0.00	
					Reconciled	0		\$0.00		\$0.00	
					Voided	0		\$0.00		\$0.00	
					Stopped	0		\$0.00		\$0.00	
					Total	41		\$595,496.11		\$0.00	
Checks											
					Status	Count		Transaction Amount		Reconciled Amount	
					Open	41		\$595,496.11		\$0.00	
					Reconciled	0		\$0.00		\$0.00	
					Voided	0		\$0.00		\$0.00	
					Stopped	0		\$0.00		\$0.00	
					Total	41		\$595,496.11		\$0.00	
All											
					Status	Count		Transaction Amount		Reconciled Amount	
					Open	41		\$595,496.11		\$0.00	
					Reconciled	0		\$0.00		\$0.00	
					Voided	0		\$0.00		\$0.00	
					Stopped	0		\$0.00		\$0.00	
					Total	41		\$595,496.11		\$0.00	

Grand Totals:

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check 119516	01/23/2019	Open			Utility Management Refund	AGUILAR JR, FRANCISCO	\$428.92		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		524506-001	CUSTOMER REQUEST	01/17/2019	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$428.92		
119517	01/23/2019	Open			Utility Management Refund	BRAZIL, RICHARD, A	\$200.00		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		484377-003	MOVE OUT CREDIT	01/23/2019	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$200.00		
119518	01/23/2019	Open			Utility Management Refund	MAULDIN, ALAN	\$226.84		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		418080-003	MOVE OUT CREDIT	01/23/2019	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$226.84		
119519	01/23/2019	Open			Utility Management Refund	SIMOYI, LINDA	\$79.74		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		550604-005	MOVE OUT CREDIT	01/23/2019	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$79.74		
119520	01/23/2019	Open			Utility Management Refund	SINGH, JASWINDER	\$187.40		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		435171-006	MOVE OUT CREDIT	01/23/2019	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$187.40		
119521	01/23/2019	Open			Utility Management Refund	STEELEY, ELIZABETH	\$544.11		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		732907-002	PER CUST REQ-REFUND	01/23/2019	Refund			
	Paying Fund			CREDIT BALANCE			Amount		
	420 - WATER			420.11000 (Cash)			\$544.11		
119522	01/23/2019	Open			Utility Management Refund	VORDERBRUEGGE, DAWSON, TAYLOR	\$240.84		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		147486-006	MOVE OUT CREDIT	01/23/2019	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$240.84		
119523	01/24/2019	Open			Accounts Payable	A-Z BUS SALES INC	\$733.55		
	Invoice		Date	Description			Amount		
	02P453346		01/17/2019	VEHICLE #1038P			\$69.33		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
119524	02P453368		01/17/2019	TRA15-1038P				\$542.05	
	02P454512		01/17/2019	TRA15-1041P				\$122.17	
	Paying Fund			Cash Account				Amount	
	426 - Transit - Fixed Route			426.11000 (Cash)				\$733.55	
	Invoice				Accounts Payable	AECOM TECHNICAL SERVICES INC	\$7,921.63		
119525	01/24/2019	Open		11/17 - 12/14/18				Amount	
	2000155544		01/18/2019	Professional Engineering Services				\$4,217.38	
	2000154069		01/18/2019	Cash Account				\$3,704.25	
	Paying Fund			410 - WATER QUALITY CONTROL (WQC)				Amount	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$7,921.63	
119526	01/24/2019	Open			Accounts Payable	ALL VALLEY SMOG INC	\$24.75		
	Invoice			Description				Amount	
	000095807		01/17/2019	FR06-282				\$24.75	
	Paying Fund			Cash Account				Amount	
	110 - General Fund			110.11000 (Cash)				\$24.75	
119527	01/24/2019	Open			Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	\$235.77		
	Invoice			Description				Amount	
	2059898		01/17/2019	ARC, FULL SERVICE MAINT FOR OCE TDS450/OCE				\$235.77	
	Paying Fund			TCS300 - JAN 2019				Amount	
	502 - Engineering			502.11000 (Cash)				\$235.77	
119528	01/24/2019	Open			Accounts Payable	ASCAP	\$712.00		
	Invoice			Description				Amount	
	100005152095		01/17/2019	MUSIC LICENSING AGREEMENT ACCT# 500578768				\$712.00	
	Paying Fund			Cash Account				Amount	
	110 - General Fund			110.11000 (Cash)				\$712.00	
119529	01/24/2019	Open			Accounts Payable	AT&T MOBILITY	\$234.16		
	Invoice			Description				Amount	
	992507796X011619		01/18/2019	992507796 / PD-IT Line				\$48.24	
	28728748789X1227		01/23/2019	WIRELESS CHARGES FOR FIRE IPADS - DECEMBER				\$185.92	
	Paying Fund			Cash Account				Amount	
119530	110 - General Fund			110.11000 (Cash)				\$234.16	
	01/24/2019	Open			Accounts Payable	AT&T/SBC	\$33.03		
	Invoice			Description				Amount	
	PD-177/19		01/18/2019	Acct# 234 371-3447 543 0/ Police Dept				\$33.03	
	Paying Fund			Cash Account				Amount	
119531	110 - General Fund			110.11000 (Cash)				\$33.03	
	01/24/2019	Open			Accounts Payable	BONANDER TRUCKS	\$875.56		
	Invoice			Description				Amount	
	231720		01/17/2019	TRA15-1038P				\$144.10	
	231692		01/17/2019	TRA15-1039P				\$523.09	
119532	231654		01/17/2019	POL08-1282				\$208.37	
	Paying Fund			Cash Account				Amount	
	110 - General Fund			110.11000 (Cash)				\$208.37	
	426 - Transit - Fixed Route			426.11000 (Cash)				\$667.19	

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
119531	01/24/2019	Open			Accounts Payable	BURTON'S FIRE, INC	\$4,901.60		
	Invoice				Description				
	W 77687		01/16/2019		T-31 WIRE AND GENERATOR REPAIR			\$3,192.00	
	W 77764		01/16/2019		E-31 AIR TANK REPAIR AND LEAK CHECK BREAK SYSTEM			\$525.97	
	S 43432		01/16/2019		T-31 STROBE TUBE LINEAR			\$184.17	
	S 43428		01/16/2019		HALOGEN BULB			\$36.60	
	W 77703		01/16/2019		E-31 CAB LIFT, BATTERY REPLACEMENT			\$962.86	
	Paying Fund				Cash Account			Amount	
	110 - General Fund				110.11000 (Cash)			\$4,901.60	
119532	01/24/2019	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$260.69		
	Invoice				Description				
	1/1/18-12/31/18		01/23/2019		JAN-DEC 2018 CNG STATE FUEL TAX (BUS)			\$260.69	
	Paying Fund				Cash Account			Amount	
	505 - Fleet				505.11000 (Cash)			\$260.69	
119533	01/24/2019	Open			Accounts Payable	CAROLLO ENGINEERS	\$151,827.63		
	Invoice				Description				
	01/73014		01/17/2019		17-22C ENGINEERING SERVICES FOR NVRWP - NOV 2018			\$54,908.25	
	0173097		01/17/2019		15-39D SECONDARY CLARIFIER #5 & DENITRIFIC CONST MGMT- NOV 2018			\$61,057.93	
	0173139		01/17/2019		15-39B RWQCF DENITRIFICATION-ENGINEERING SVS - NOV 2018			\$35,861.45	
	Paying Fund				Cash Account			Amount	
	413 - WQC-Capital Expansion Reserve				413.11000 (Cash)			\$96,919.38	
	416 - Recycled Water Sales				416.11000 (Cash)			\$54,908.25	
119534	01/24/2019	Open			Accounts Payable	CENTRAL VALLEY BUSINESS FORMS	\$263.22		
	Invoice				Description				
	217424		01/18/2019		BUSINESS CARDS - MULTIPLE DEPARTMENTS			\$263.22	
	Paying Fund				Cash Account			Amount	
	110 - General Fund				110.11000 (Cash)			\$24.81	
	405 - Building				405.11000 (Cash)			\$49.62	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$44.78	
	420 - WATER				420.11000 (Cash)			\$44.77	
	426 - Transit - Fixed Route				426.11000 (Cash)			\$24.81	
	502 - Engineering				502.11000 (Cash)			\$74.43	
119535	01/24/2019	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$212.48		
	Invoice				Description				
	59836		01/24/2019		WQC - NO A/C IN ELECTRICAL ROOM			\$212.48	
	Paying Fund				Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$212.48	
119536	01/24/2019	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$623.97		
	Invoice				Description				
	0465535011219		01/18/2019		8203 13 001 0465535 / Admin Internet			\$69.98	
	0461088011219		01/18/2019		8203 13 001 0461088 / City Hall			\$399.00	
	0763228011519		01/18/2019		8203 13 001 0763228 / IT Internet			\$70.00	
	0695883011619		01/18/2019		8203 13 001 0695883 / 901 S Walnut Rd (WQC)			\$84.99	

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Amount	Transaction Amount	Reconciled Amount	Difference
119537	Paying Fund				Cash Account		Amount			
	110 - General Fund				110.11000 (Cash)		\$69.98			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$42.49			
	420 - WATER				420.11000 (Cash)		\$42.50			
	501 - Information Technology				501.11000 (Cash)		\$469.00			
119538	Invoice	01/24/2019	Open		Accounts Payable	CITY OF TURLOCK - CASH		\$223.54		
	01-18-19 REPLIN			01/18/2019	FIN AR-REPLENISH PETTY CASH-01/18/19		Amount			
	Paying Fund				Cash Account		\$223.54			
	110 - General Fund				110.11000 (Cash)		\$165.24			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$29.16			
119539	Invoice	01/24/2019	Open		Accounts Payable	Contech Engineered Solutions LLC		\$393.75		
	17677011			01/17/2019	Cartridge - Refurbished, 18" Storm Filter		Amount			
	Paying Fund				Cash Account		\$393.75			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$393.75			
	01/24/2019	Open			Accounts Payable	COUNTRY FORD TRUCKS INC		\$2,205.42		
119540	Invoice	01/17/2019			Description		Amount			
	5050028			01/17/2019	POL16-1300		\$1,546.64			
	5050097			01/17/2019	ST98-7121		\$33.11			
	5050027			01/17/2019	POL16-1300		\$22.76			
	5050159			01/17/2019	TRAI5-1049P		\$34.11			
119541	Invoice	01/17/2019			Description		Amount			
	5050158			01/17/2019	POL16-1300		\$568.80			
	Paying Fund				Cash Account		\$2,138.20			
	110 - General Fund				110.11000 (Cash)		\$33.11			
	217 - Streets - Gas Tax				217.11000 (Cash)		\$34.11			
119542	Invoice	01/24/2019	Open		Accounts Payable	CRIME TEK SECURITY SVCS		\$13,824.00		
	57715			01/17/2019	SECURITY SERVICES FOR TRANSIT CENTER		Amount			
	57822			01/17/2019	12/16/18 - 12/31/18		\$7,344.00			
	Paying Fund				SECURITY SERVICES FOR TRANSIT CENTER		\$6,480.00			
	426 - Transit - Fixed Route				1/01/19 - 1/15/19		Amount			
119543	Invoice	01/24/2019	Open		Accounts Payable	Discovery Benefit, Inc.		\$417.15		
	0000964040-IN			01/18/2019	FSA ADMIN CHARGES DECEMBER 2018		Amount			
	Paying Fund				Cash Account		\$417.15			
	511 - Health Care				511.11000 (Cash)		\$417.15			
	01/24/2019	Open			Accounts Payable	Elite Parts, LLC		\$16,321.18		
119544	Invoice	01/17/2019			Description		Amount			
	S13252			01/17/2019	850 BLOWER		\$16,321.18			
	Paying Fund				Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$16,321.18			
	01/24/2019	Open			Accounts Payable	Elite Parts, LLC		\$16,321.18		

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119543	01/24/2019	Open				ENGINEERED FIRE SYST INC			
	Invoice			Description					
	14655		01/23/2019	DECEMBER 2018 PLAN REVIEW			\$1,100.00		
119544	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)			\$1,100.00		
	01/24/2019	Open			Accounts Payable	FARIA, JAMIE	\$142.00		
119545	Invoice			Description					
	01152019FARIA		01/18/2019	1-15-19 PAYROLL WAGE ATTACHMENT			\$142.00		
	Paying Fund			Cash Account					
119546	104 - Payroll Clearing Fund			104.11000 (Cash)			\$142.00		
	01/24/2019	Open			Accounts Payable	FAST TRACK CAR WASH, MADRUGA BROS ENT INC	\$164.50		
	Invoice			Description					
119547	26530		01/18/2019	Car Wash Services - Dec 2018			\$164.50		
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)			\$129.50		
119548	246 - Landscape Assessment			246.11000 (Cash)			\$3.50		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$17.50		
	420 - WATER			420.11000 (Cash)			\$14.00		
119549	01/24/2019	Open			Accounts Payable	FIRE SERV SPEC & SUPPLY	\$2,170.00		
	Invoice			Description					
	9723		01/23/2019	HOLMATRO RESCUE TOOLS			\$2,170.00		
119549	Paying Fund			Cash Account					
	116 - Special Public Safety			116.11000 (Cash)			\$2,170.00		
	01/24/2019	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$16,303.75		
119549	Invoice			Description					
	17627		01/18/2019	CUST #24090 - Fuel Expense for 12/16-12/31/18			\$14,618.65		
	17184		01/18/2019	Fuel for Fire #3			\$1,685.10		
119548	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)			\$8,563.42		
	205 - Sports Facilities			205.11000 (Cash)			\$87.88		
119549	217 - Streets - Gas Tax			217.11000 (Cash)			\$981.33		
	246 - Landscape Assessment			246.11000 (Cash)			\$652.63		
	405 - Building			405.11000 (Cash)			\$58.61		
119549	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,423.78		
	420 - WATER			420.11000 (Cash)			\$1,364.21		
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			\$3,145.34		
119548	502 - Engineering			502.11000 (Cash)			\$26.55		
	01/24/2019	Open			Accounts Payable	HILMAR READY MIX	\$70.12		
	Invoice			Description					
119549	9226		01/17/2019	816 S SODERQUIST DRIVEWAY APPROACH			\$70.12		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$70.12		
119549	01/24/2019	Open			Accounts Payable	JCS PROPERTIES LLC	\$1,698.30		
	Invoice			Description					
	Feb 2019		01/16/2019	JCS -MOBILE HOME RENT SUBSIDY PROGRAM			\$1,698.30		
119549	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$1,698.30		
	01/24/2019	Open			Accounts Payable	JCS PROPERTIES LLC	\$1,698.30		
119549	Invoice			Description					
	Feb 2019		01/16/2019	JCS -MOBILE HOME RENT SUBSIDY PROGRAM			\$1,698.30		
	Paying Fund			Cash Account					
119549	420 - WATER			420.11000 (Cash)			\$1,698.30		
	01/24/2019	Open			Accounts Payable	JCS PROPERTIES LLC	\$1,698.30		
	Invoice			Description					
119549	Feb 2019		01/16/2019	JCS -MOBILE HOME RENT SUBSIDY PROGRAM			\$1,698.30		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$1,698.30		

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119550	01/24/2019	Open		625 - 11000 (Cash)	Accounts Payable	JOAQUIN ROSE, INC, B & B FLUID POWER	\$48.68		
	Invoice		Date	Description		Amount			
	0026619-1		01/17/2019	CL03-836		\$21.19			
	00266191		01/17/2019	CL03-836		\$27.49			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$48.68			
119551	01/24/2019	Open			Accounts Payable	LEAM BACKHOE&UNDERGROUND	\$8,800.00		
	Invoice		Date	Description		Amount			
	18-208E		01/22/2019	REFUND IMPROVEMENT SECURITY		\$8,800.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$8,800.00			
119552	01/24/2019	Open			Accounts Payable	LEHIGH HANSON INC	\$239.03		
	Invoice		Date	Description		Amount			
	1971410		01/14/2019	ASPHALT FOR STREETS & PAVERS		\$138.66			
	1971007		01/14/2019	ASPHALT FOR STREETS		\$100.37			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$141.97			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$97.06			
119553	01/24/2019	Open			Accounts Payable	MAGIC SANDS MOBILE HOME PARK	\$485.82		
	Invoice		Date	Description		Amount			
	Feb 2019		01/16/2019	MAGIC SANDS-MOBILE HOME RENT SUBSIDY PROGRAM		\$485.82			
	Paying Fund			Cash Account		Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		\$485.82			
119554	01/24/2019	Open			Accounts Payable	MME	\$491.28		
	Invoice		Date	Description		Amount			
	0133445-IN		01/17/2019	SERVICE REPAIR AND PARTS FOR HEAVY DUTY TRUCKS, VACON, AND SEWER		\$491.28			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$491.28			
119555	01/24/2019	Open			Accounts Payable	MULBERRY MOBILE PARK	\$391.48		
	Invoice		Date	Description		Amount			
	Feb 2019		01/16/2019	MULBERRY-MOBILE HOME RENT SUBSIDY PROGRAM		\$391.48			
	Paying Fund			Cash Account		Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		\$391.48			
119556	01/24/2019	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$899.70		
	Invoice		Date	Description		Amount			
	8577-292674		01/17/2019	TRA15-1042P		\$42.06			
	8577-292563		01/17/2019	TRA15-1042P		\$37.15			
	8577-292681		01/17/2019	TRA15-1042P		\$200.17			
	8577-292214		01/17/2019	NOTE 7121		\$23.82			
	8577-292164		01/17/2019	POL16-1300		\$171.46			
	8577-292264		01/17/2019	POL16-1300		\$171.46			

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119557	8577-292202		01/17/2019	NOTE 1038P				\$49.09	
	8577-292336		01/17/2019	NOTE 1049P				\$49.07	
	8577-292175		01/17/2019	NOTE 1038P				\$21.72	
	8577-292183		01/17/2019	NOTE 515				\$5.74	
	8577-292025		01/17/2019	TRA05-1032P				\$127.96	
119558	Paying Fund			Cash Account				Amount	
	110 - General Fund			110.11000 (Cash)				\$342.92	
	217 - Streets - Gas Tax			217.11000 (Cash)				\$23.82	
	420 - WATER			420.11000 (Cash)				\$5.74	
	426 - Transit - Fixed Route			426.11000 (Cash)				\$527.22	
119559	01/24/2019	Open			Accounts Payable	NVB EQUIPMENT INC	\$154.90		
	Invoice			Description				Amount	
	H137392		01/17/2019	TRA15-1038P				\$154.90	
	Paying Fund			Cash Account				Amount	
	426 - Transit - Fixed Route			426.11000 (Cash)				\$154.90	
119560	01/24/2019	Open			Accounts Payable	ON THE SPOT DESIGN	\$215.75		
	Invoice			Description				Amount	
	1358		01/17/2019	DECALS FOR CITY VEHICLES AND OTHER MISC ITEMS				\$215.75	
	Paying Fund			Cash Account				Amount	
	110 - General Fund			110.11000 (Cash)				\$215.75	
119561	01/24/2019	Open			Accounts Payable	OREILLY AUTO PARTS	\$315.84		
	Invoice			Description				Amount	
	2800-223060		01/17/2019	POL16-1300				\$157.92	
	2800-223264		01/17/2019	POL16-1300				\$157.92	
	Paying Fund			Cash Account				Amount	
119562	110 - General Fund			110.11000 (Cash)				\$315.84	
	01/24/2019	Open			Accounts Payable	P G & E	\$3,473.97		
	Invoice			Description				Amount	
	WinIA-1/11/19		01/18/2019	3794250242-0 / 701 S Walnut Rd Ste A				\$3,386.05	
	Fire#4-1/13/19		01/18/2019	756584382-0 / 2820 N Walnut-Fire #4				\$87.92	
119563	Paying Fund			Cash Account				Amount	
	110 - General Fund			110.11000 (Cash)				\$87.92	
	426 - Transit - Fixed Route			426.11000 (Cash)				\$3,386.05	
	01/24/2019	Open			Accounts Payable	PIRES, LIPOMI & NAVARRO ARCHITECTS	\$1,800.00		
	Invoice			Description				Amount	
119564	3675		01/17/2019	SR02 18-43 Finance Counter Improvements - Dec 2018				\$1,800.00	
	Paying Fund			Cash Account				Amount	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$1,800.00	
	01/24/2019	Open			Accounts Payable	R COMMUNICATIONS	\$1,256.37		
	Invoice			Description				Amount	
119565	1946		01/23/2019	Quote 1027 - WiFi access in CNG Bus Maintenance Facility				\$1,256.37	
	Paying Fund			Cash Account				Amount	
	426 - Transit - Fixed Route			426.11000 (Cash)				\$1,256.37	

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119563	01/24/2019	Open			Accounts Payable	RAY MORGAN COMPANY	\$2,681.14		
	Invoice				Description	Amount			
	2339245		01/18/2019		Printer Usage & Maintenance for 11/12/18-12/11/18	\$2,681.14			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$2,087.81			
	255 - CDBG				255.11000 (Cash)	\$9.77			
	405 - Building				405.11000 (Cash)	\$22.04			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$226.60			
	420 - WATER				420.11000 (Cash)	\$113.73			
	501 - Information Technology				501.11000 (Cash)	\$4.78			
	502 - Engineering				502.11000 (Cash)	\$216.41			
119564	01/24/2019	Open			Accounts Payable	ROMEO MEDICAL CLINIC	\$14,523.00		
	Invoice				Description	Amount			
	11-21-18		01/16/2019		ANNUAL PHYSICALS	\$14,523.00			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$14,523.00			
119565	01/24/2019	Open			Accounts Payable	SAN JOAQUIN VALLEY	\$277.00		
	Invoice				Description	Amount			
	N131637		01/23/2019		19/20 ANNUAL PERMIT FIRE STATION #1	\$277.00			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$277.00			
119566	01/24/2019	Open			Accounts Payable	SCOTT'S PPE RECON	\$7,494.44		
	Invoice				Description	Amount			
	34520		01/16/2019		PRE-SOAK TREATMENT CONCENTRATE	\$271.83			
	34597		01/16/2019		TURNOUT REPAIRS - NOVEMBER 2018	\$2,064.68			
	34517		01/16/2019		TURNOUT REPAIRS - OCTOBER 2018	\$4,129.39			
	34665		01/23/2019		TURNOUT REPAIRS - DECEMBER 2018	\$1,028.54			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$7,494.44			
119567	01/24/2019	Open			Accounts Payable	STANISLAUS CTY SHERIFF	\$50.00		
	Invoice				Description	Amount			
	01152019HUBBELL		01/18/2019		1-15-19 PAYROLL WAGE ATTACHMENT	\$50.00			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$50.00			
119568	01/24/2019	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
	Invoice				Description	Amount			
	01152019BECCHETT		01/18/2019		1-15-19 PAYROLL WAGE ATTACHMENT	\$439.13			
	Paying Fund				Cash Account	Amount			
	104 - Payroll Clearing Fund				104.11000 (Cash)	\$439.13			
119569	01/24/2019	Open			Accounts Payable	SWRCB ACCOUNTING OFFICE	\$2,553.00		
	Invoice				Description	Amount			
	EA 1218-2150		01/22/2019		ELAP Fees	\$2,553.00			
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$1,276.50			
	420 - WATER				420.11000 (Cash)	\$1,276.50			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
119570	01/24/2019	Open			Accounts Payable	T I D	\$99.24		
	Invoice			Description		Amount			
	Dec-1145 Park St		01/16/2019	Utilities for 1145 Park St		\$55.32			
	Dec-140 S 1st St		01/16/2019	Dec Utilities for 140 S 1st St		\$43.92			
	Paying Fund			Cash Account		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		\$55.32			
	625 - Successor Agency - LMI			625.11000 (Cash)		\$43.92			
119571	01/24/2019	Open			Accounts Payable	TRC Engineering Services LLC	\$3,446.00		
	Invoice			Description		Amount			
	819B00112-18		01/17/2019	Bus Inspection Services		\$3,446.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit - Fixed Route			426.11000 (Cash)		\$3,446.00			
119572	01/24/2019	Open			Accounts Payable	TURLOCK CITY TOW INC	\$1,437.50		
	Invoice			Description		Amount			
	106007		01/24/2019	Towing Services for AD09-0445 on 11/9/18		\$67.50			
	101628		01/24/2019	Towing Services for POL-11-1115 on 11/13/18		\$70.00			
	105845		01/24/2019	Towing Services for POL-16-1308 on 11/17/18		\$35.00			
	104425		01/24/2019	Towing Services for NP14-012 on 11/29/18		\$30.00			
	106894		01/24/2019	Towing Services for POL15-1141 on 11/29/18		\$35.00			
	106770		01/24/2019	Evidence Tow for TPD on 12/2/18		\$95.00			
	101184		01/24/2019	Towing Services for POL17-1319 on 12/2/18		\$35.00			
	93389		01/24/2019	Towing Services for POL17-1321 on 12/5/18		\$30.00			
	101186		01/24/2019	Towing Services for TRA15-1038 on 12/5/18		\$60.00			
	106500		01/24/2019	Towing Services for Parks Dept on 12/12/18		\$30.00			
	106276		01/24/2019	Evidence Tow for TPD on 12/14/18		\$235.00			
	106275		01/24/2019	Evidence Tow for TPD on 12/14/18		\$235.00			
	106400		01/24/2019	Evidence Tow for TPD on 12/17/18		\$35.00			
	106713		01/24/2019	Evidence Tow for TPD on 12/19/18		\$35.00			
	106513		01/24/2019	Towing Services for POL16-1300 on 12/21/18		\$30.00			
	105184		01/24/2019	Evidence Tow for TPD on 12/22/18		\$105.00			
	106294		01/24/2019	Evidence Tow for TPD on 12/27/18		\$125.00			
	106295		01/24/2019	Evidence Tow for TPD on 12/27/18		\$115.00			
	106355		01/24/2019	TPD Tow on 12/28/18		\$35.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,310.00			
	246 - Landscape Assessment			246.11000 (Cash)		\$67.50			
	426 - Transit - Fixed Route			426.11000 (Cash)		\$60.00			
119573	01/24/2019	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$700,000.00		
	Invoice			Description		Amount			
	JAN 2019 PAYMENT		01/18/2019	JANUARY 2019 PAYMENT		\$700,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$700,000.00			
119574	01/24/2019	Open			Accounts Payable	UNITED SAMARITANS FDT INC	\$4,986.61		
	Invoice			Description		Amount			
	Draw 2 FY2018-19		01/16/2019	UNITED SAMARITANS-FOODBOX FY 2018-2019		\$2,068.86			
	Draw 2 FY18-19		01/16/2019	UNITED SAMARITANS-SENIOR FY 2018-2019		\$2,917.75			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$4,986.61			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
119575	01/24/2019	Open			Accounts Payable	US BANK OFFICE EQUIPMENT			
	Invoice								
	375579026		01/18/2019		Lease Agreement for Payroll Copier 1/9-2/8/19				
	Paying Fund				Cash Account		\$66.44		
	110 - General Fund				110.11000 (Cash)		\$66.44		
119576	01/24/2019	Open			Accounts Payable	US BANK-VISA			
	Invoice								
	12/24/18x9452		01/18/2019		Procurement-card Charges - 12/24/18 Statement		\$114,794.95		
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)		\$47,048.80		
	203 - Animal Fee Forfeiture				203.11000 (Cash)		\$513.04		
	205 - Sports Facilities				205.11000 (Cash)		\$2,476.07		
	216 - Streets - Local Transportation				216.11000 (Cash)		\$603.39		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$1,853.46		
	225 - Transportation Tax				225.11000 (Cash)		\$614.72		
	240 - Small Equipment Replacement				240.11000 (Cash)		\$10,179.56		
	246 - Landscape Assessment				246.11000 (Cash)		\$3,834.21		
	255 - CDBG				255.11000 (Cash)		\$54.99		
	266 - Police Services Grants				266.11000 (Cash)		\$16,300.36		
	270 - Recreation Grants				270.11000 (Cash)		\$2,038.79		
	405 - Building				405.11000 (Cash)		\$313.74		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$16,680.63		
	420 - WATER				420.11000 (Cash)		\$7,403.99		
	425 - Transit - Dial-A-Ride				425.11000 (Cash)		\$96.00		
	426 - Transit - Fixed Route				426.11000 (Cash)		\$2,969.68		
	501 - Information Technology				501.11000 (Cash)		\$950.00		
	502 - Engineering				502.11000 (Cash)		\$863.52		
119577	01/24/2019	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC			
	Invoice								
	Stmnt: 1/16/19		01/18/2019		Acct #128444 - Public Safety internet service		\$670.97		
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)		\$670.97		
119578	01/24/2019	Open			Accounts Payable	VAN DE POL ENTERPRISE INC			
	Invoice								
	CL83956		01/16/2019		FIRE - FUEL 12/15/18 TO 12/31/18		\$688.33		
	CL84185		01/23/2019		FIRE - FUEL		\$340.97		
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)		\$1,029.30		
119579	01/24/2019	Open			Accounts Payable	WE CARE PROGRAM			
	Invoice								
	Draw 1 FY18-19		01/16/2019		WE CARE PROGRAM PUBLIC SERVICE FY 2018-2019		\$5,000.00		
	Paying Fund				Cash Account				
	255 - CDBG				255.11000 (Cash)		\$5,000.00		
119580	01/24/2019	Open			Accounts Payable	WESTERN VIEW MOBILE RANCH			
	Invoice								
	Feb 2019		01/16/2019		WESTERN VIEW-MOBILE HOME RENT SUBSIDY PROGRAM		\$1,576.31		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Amount	Transaction Amount	Reconciled Amount	Difference
119581	Paying Fund				Cash Account		Amount			
	625 - Successor Agency - LMI				625.11000 (Cash)		\$1,576.31			
	Invoice									
119582	01/24/2019	Open			Accounts Payable	WESTFORK ESTATES	Amount	\$415.38		
	Feb 2019				WESTFORK-MOBILE HOME RENT SUBSIDY PROGRAM		\$415.38			
	Paying Fund				Cash Account		Amount			
119583	625 - Successor Agency - LMI				625.11000 (Cash)		\$415.38			
	Invoice									
	01/24/2019	Open			Accounts Payable	ZUMAR INDUSTRIES INC	Amount	\$188.53		
119584	81548				01/17/2019	BANDING & C254 1/2" SS BAND-IT BUCKLES FOR DOWNTOWN TREE WELLS	Amount	\$188.53		
	Paying Fund				Cash Account		Amount			
	602 - Downtown Improvement Project				602.11000 (Cash)		\$188.53			
119585	01/24/2019	Open			Accounts Payable	GAMBOA, ALEJANDRA	Amount	\$38.00		
	Invoice									
	674515				01/14/2019	Refund for PLAY	Amount	\$38.00		
119586	Paying Fund				Cash Account		Amount			
	110 - General Fund				110.11000 (Cash)		\$38.00			
	01/24/2019	Open			Accounts Payable	IRISH CONSTRUCTION	Amount	\$67.75		
119587	Invoice									
	18-99A				01/22/2019	Miscellaneous	Amount	\$67.75		
	Paying Fund				Cash Account		Amount			
119588	240 - Small Equipment Replacement				240.11000 (Cash)		\$4.43			
	502 - Engineering				502.11000 (Cash)		\$63.32			
	01/24/2019	Open			Accounts Payable	MERRITT, JOANNA	Amount	\$46.00		
119589	Invoice									
	1136993.002				01/14/2019	Refund for Girls Softball	Amount	\$46.00		
	Paying Fund				Cash Account		Amount			
119590	110 - General Fund				110.11000 (Cash)		\$46.00			
	01/24/2019	Open			Accounts Payable	MID-CAL CONSTRUCTORS, INC	Amount	\$29,700.00		
	Invoice									
119591	2018-080E				01/22/2019	REFUND IMPROVEMENT SECURITY	Amount	\$29,700.00		
	Paying Fund				Cash Account		Amount			
	110 - General Fund				110.11000 (Cash)		\$29,700.00			
119592	01/24/2019	Open			Accounts Payable	Silveira, Adrian	Amount	\$100.00		
	Invoice									
	147214-CERT				01/15/2019	Electrical Certification Renewal reimbursement	Amount	\$100.00		
119593	Paying Fund				Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$100.00			
	01/24/2019	Open			Accounts Payable	Silveira, Adrian	Amount	\$179.00		
119594	Invoice									
	147214-TRAINING				01/15/2019	Electrical Certification renewal course reimbursement	Amount	\$179.00		
	Paying Fund				Cash Account		Amount			
119595	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$179.00			
	01/24/2019	Open			Accounts Payable	Silveira, Adrian	Amount	\$179.00		
	Invoice									

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
119589	01/24/2019	Open			Invoice	Accounts Payable	CHAMPION INDUSTRIAL	\$11,467.00		
	59981		01/24/2019		Preventative Maintenance & Filter Change-out - Oct, Nov, Dec 18			\$7,384.50		
	59552		01/24/2019		Preventative Maintenance & Filter Change-out - Jul, Aug, Sep 18			\$4,082.50		
					Paying Fund					
					110 - General Fund					
					410 - WATER QUALITY CONTROL (WQC)					
					420 - WATER					
					426 - Transit - Fixed Route					
					501 - Information Technology					
					505 - Fleet					
					505.11000 (Cash)			\$1,512.00		
					505.11000 (Cash)			\$159.00		
					74 Transactions			\$1,147,701.11		

Type Check Totals:

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$1,147,701.11	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	74	\$1,147,701.11	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$1,147,701.11	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	74	\$1,147,701.11	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$1,147,701.11	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	74	\$1,147,701.11	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$1,147,701.11	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	74	\$1,147,701.11	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable Check 119590	01/28/2019	Open			Utility Management Refund	FELIX, JAIME	\$115.06		
	Account Type Single Family Res Metered Paying Fund 420 - WATER		Account Number 173282-011	Description MOVE OUT CREDIT Cash Account 420.11000 (Cash)	Transaction Date 01/28/2019	Transaction Type Refund	Amount \$115.06		
119591	01/28/2019	Open			Utility Management Refund	FERREIRA, FERNANDO	\$227.51		
	Account Type Single Family Res Metered Paying Fund 420 - WATER		Account Number 733954-001	Description MOVE OUT CREDIT Cash Account 420.11000 (Cash)	Transaction Date 01/28/2019	Transaction Type Refund	Amount \$227.51		
119592	01/28/2019	Open			Utility Management Refund	HILLBERG, C E	\$91.42		
	Account Type Single Family Res Metered Paying Fund 420 - WATER		Account Number 510424-005	Description MOVE OUT CREDIT Cash Account 420.11000 (Cash)	Transaction Date 01/28/2019	Transaction Type Refund	Amount \$91.42		
119593	01/28/2019	Open			Utility Management Refund	KACOPETTI, JOSH	\$64.36		
	Account Type Single Family Res Metered Paying Fund 420 - WATER		Account Number 418684-007	Description MOVE OUT CREDIT Cash Account 420.11000 (Cash)	Transaction Date 01/28/2019	Transaction Type Refund	Amount \$64.36		
119594	01/28/2019	Open			Utility Management Refund	MOMANYI, JAIRO , ONTIRI	\$215.48		
	Account Type Single Family Res Metered Paying Fund 420 - WATER		Account Number 243914-010	Description MOVE OUT CREDIT Cash Account 420.11000 (Cash)	Transaction Date 01/28/2019	Transaction Type Refund	Amount \$215.48		
119595	01/28/2019	Open			Utility Management Refund	SOUZA, JULIE, ANN	\$177.34		
	Account Type Single Family Res Metered Paying Fund 420 - WATER		Account Number 169811-005	Description MOVE OUT CREDIT Cash Account 420.11000 (Cash)	Transaction Date 01/28/2019	Transaction Type Refund	Amount \$177.34		
119596	01/28/2019	Open			Utility Management Refund	THAKUR, AMPANA	\$261.80		
	Account Type Single Family Res Metered Paying Fund 110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 420 - WATER		Account Number 175188-006	Description MOVE OUT CREDIT Cash Account 110.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash)	Transaction Date 01/28/2019	Transaction Type Refund	Amount \$6.36 \$3.62 \$251.82		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
119597	01/31/2019	Open			Accounts Payable	AFLAC	\$5,398.68		
	Invoice								
	751471				INDIVIDUAL JANUARY 2019			\$5,398.68	
	Paying Fund				Cash Account				
	104 - Payroll Clearing Fund				104.11000 (Cash)			\$5,398.68	
119598	01/31/2019	Open			Accounts Payable	AFLAC GROUP INSURANCE	\$1,712.02		
	Invoice								
	A111729900				GROUP JANUARY 2019			\$1,712.02	
	Paying Fund				Cash Account				
	104 - Payroll Clearing Fund				104.11000 (Cash)			\$1,712.02	
119599	01/31/2019	Open			Accounts Payable	ALL VALLEY SMOG INC	\$247.50		
	Invoice								
	000096037				op01-666			\$24.75	
	000096050				SC09-9026			\$24.75	
	000096273				PK99-4414			\$24.75	
	000096059				POL13-1123			\$33.00	
	000096062				POL13-1122			\$33.00	
	000096095				POL11-1114			\$24.75	
	000096100				POL11-1294			\$24.75	
	000096133				AC07-1151			\$24.75	
	000096103				POL08-1283			\$33.00	
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$198.00	
	205 - Sports Facilities				205.11000 (Cash)			\$24.75	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$24.75	
119600	01/31/2019	Open			Accounts Payable	ANDREWS ELECTRIC MOTORS	\$2,105.64		
	Invoice								
	81260				Water Well #30 motor repair			\$2,105.64	
	Paying Fund				Cash Account				
	420 - WATER				420.11000 (Cash)			\$2,105.64	
119601	01/31/2019	Open			Accounts Payable	APPLIED INDUST TECH	\$259.36		
	Invoice								
	701522299				Air Valve for Storm #10			\$259.36	
	Paying Fund				Cash Account				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$259.36	
119602	01/31/2019	Open			Accounts Payable	AT&T / CALNET 3	\$6,098.86		
	Invoice								
	000012477678				BAN #9391034901 (T1 LINE - 4-way split)			\$164.68	
	000012477536				BAN #9391034847 / City-wide system 2096682612957 (Dec-Jan 2019)			\$654.69	
	000012477532				BAN #9391034842 / PSF Phones 2096323265 (12/13/18-1/12/19)			\$447.23	
	Multi-1/31/19				Multiple COT accounts paid on 1/31/19 (Dec 2018-Jan 2019)			\$4,832.26	
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$4,895.33	
	205 - Sports Facilities				205.11000 (Cash)			\$50.51	
	217 - Streets - Gas Tax				217.11000 (Cash)			\$4.09	

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
119603	246 - Landscape Assessment			246.11000 (Cash)					\$4.09
	255 - CDBG			255.11000 (Cash)					\$60.06
	405 - Building			405.11000 (Cash)					\$40.02
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					\$439.08
	420 - WATER			420.11000 (Cash)					\$176.64
	426 - Transit - Fixed Route			426.11000 (Cash)					\$69.52
	501 - Information Technology			501.11000 (Cash)					\$114.47
119604	502 - Engineering			502.11000 (Cash)					\$101.62
	505 - Fleet			505.11000 (Cash)					\$143.43
119605	Invoice	01/31/2019	Open		Accounts Payable	BADGER DAYLIGHTING CORP	\$1,718.44		
	AR00250963			Description					Amount
	Paying Fund	01/24/2019		Hydrovac 2 man crew					\$1,718.44
	410 - WATER QUALITY CONTROL (WQC)			Cash Account					Amount
119606	Invoice	01/31/2019	Open		Accounts Payable	BAY CITY BOILER AND ENGINEERING CO., INC.	\$1,330.00		
	W10400			Description					Amount
	Paying Fund	01/24/2019		Johnston boiler repair					\$1,330.00
	410 - WATER QUALITY CONTROL (WQC)			Cash Account					Amount
119607	Invoice	01/31/2019	Open		Accounts Payable	BONANDER TRUCKS	\$377.56		
	798196			Description					Amount
	Paying Fund	01/23/2019		VEHICLE 728					\$377.56
	217 - Streets - Gas Tax			Cash Account					Amount
119608	Invoice	01/31/2019	Open		Accounts Payable	BORGES & MAHONEY CO	\$734.97		
	140691			Description					Amount
	Paying Fund	01/24/2019		Annual Certification ECLIPSE					\$734.97
	410 - WATER QUALITY CONTROL (WQC)			Cash Account					Amount
119609	Invoice	01/31/2019	Open		Accounts Payable	BUREAU VERITAS NO AMERICA	\$29,671.50		
	1430263			Description					Amount
	1430262			PLAN CHECK SERVICES FOR BP#18-0258					\$13,796.00
	1438560			PLAN CHECK SERVICES FOR BP#18-0257					\$4,567.50
	1444182			PLAN CHECK SERVICES FOR BP#18-0993					\$1,453.90
	1445240			PLAN CHECK SERVICES FOR BP#18-1176					\$7,693.35
	1438558			PLAN CHECK SERVICES FOR BP#16-1526					\$771.25
119610	Paying Fund	01/25/2019		PLAN CHECK SERVICES FOR BP#18-0921					\$1,389.50
	405 - Building			Cash Account					Amount
	17667			405.11000 (Cash)					\$29,671.50
	17702			Description					Amount
119611	Invoice	01/31/2019	Open		Accounts Payable	CALCHEM ENTERPRISES INC	\$27,471.45		
	17746			ALUMINUM CHLOROHYDRATE					\$8,835.68
	Paying Fund	01/24/2019		ALUMINUM CHLOROHYDRATE					\$9,666.81
	410 - WATER QUALITY CONTROL (WQC)			ALUMINUM CHLOROHYDRATE					\$8,968.96
119612	Invoice	01/31/2019	Open		Accounts Payable	CALCHEM ENTERPRISES INC	\$27,471.45		
	17746			Cash Account					Amount
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					\$27,471.45

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119609	01/31/2019 Invoice	Open			Accounts Payable	CALIF DEPT OF TRANS	\$3,311.83		
	SL190404 Paying Fund		01/24/2019		Freeway Maintenance Agreement Cash Account			\$3,311.83	
	216 - Streets - Local Transportation				216.11000 (Cash)			\$3,311.83	
119610	01/31/2019 Invoice	Open			Accounts Payable	CALIFORNIA BANK OF COMMERCE	\$19,535.73		
	PP15RE/CP15-39C		01/25/2019		ESCROW AGMT RETENTION 15-39C CLARIFIER 5 & DENITRI. - DEC 2018 Cash Account			\$19,535.73	
	Paying Fund				413.11000 (Cash)			\$19,535.73	
119611	01/31/2019 Invoice	Open			Accounts Payable	CCP Industries	\$571.26		
	IN02191118 Paying Fund		01/24/2019		Prematex 1/4 FLD Blue Smooth Cash Account			\$571.26	
	420 - WATER				420.11000 (Cash)			\$571.26	
119612	01/31/2019 Invoice	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	\$1,305.55		
	101232 98403 100616 Paying Fund		01/23/2019 01/24/2019 01/24/2019		WATER JOB TO BACKFILL TRENCH Glasgow Pond concrete Markley Park concrete Cash Account			\$506.07 \$492.51 \$306.97	
	410 - WATER QUALITY CONTROL (WQC) 420 - WATER				410.11000 (Cash) 420.11000 (Cash)			\$799.48 \$506.07	
119613	01/31/2019 Invoice	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$227.22		
	0071896011819 Paying Fund		01/25/2019 01/25/2019		8203 13 005 0071896 / IT Internet 8203 13 001 0780628 / 244 N Broadway (PSF TV) Cash Account			\$65.00 \$162.22	
	110 - General Fund 501 - Information Technology				110.11000 (Cash) 501.11000 (Cash)			\$162.22 \$65.00	
119614	01/31/2019 Invoice	Open			Accounts Payable	COMPUTROL FUEL SYSTEMS, INC.	\$1,760.00		
	30681 Paying Fund		01/24/2019		COMPUTER SOFTWARE FOR CNG FASTFILL Cash Account			\$1,760.00	
	505 - Fleet				505.11000 (Cash)			\$1,760.00	
119615	01/31/2019 Invoice	Open			Accounts Payable	CONTI CORPORATION	\$147,794.10		
	PP1/CP12-60D		01/25/2019		12-60D TRANSIT CENTER CCTV AND ACCESS CONTROL 9/1/18-12/31/18 Cash Account			\$147,794.10	
	Paying Fund				426.11000 (Cash)			\$147,794.10	
119616	01/31/2019 Invoice	Open			Accounts Payable	Crane & Hoist Services, Ltd	\$1,240.00		
	4170 4348 Paying Fund		01/24/2019 01/24/2019		Emergency call on 2 ton Monorail Emergency call 1461 Truck Cash Account			\$820.00 \$420.00	

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119617	410 - WATER QUALITY CONTROL (WQC)	Open		410.11000 (Cash)			\$1,240.00		
	Invoice								
	01/31/2019	Open			Accounts Payable	DELTA DIABLO	\$2,713.45		
	9710201								
	Paying Fund								
	410 - WATER QUALITY CONTROL (WQC)								
	01/31/2019	Open			Accounts Payable	ECORP CONSULTING INC	\$1,232.50		
	Invoice								
	86081								
	Paying Fund								
	215 - Streets - Grant Funded Projects								
	01/31/2019	Open			Accounts Payable	EUROFINS EATON ANALYTICAL INC	\$2,500.00		
	Invoice								
	L0417899								
	L0417905								
	L0417907								
	L0417908								
	L0417908								
	L0418718								
	Paying Fund								
	420 - WATER								
	01/31/2019	Open			Accounts Payable	FASTENAL COMPANY INC	\$1,097.97		
	Invoice								
	CATUR147994								
	CATUR147999								
	CATUR150356								
	Paying Fund								
	410 - WATER QUALITY CONTROL (WQC)								
	01/31/2019	Open			Accounts Payable	FEDERAL EXPRESS	\$408.11		
	Invoice								
	6-433-85302								
	Paying Fund								
	110 - General Fund								
	410 - WATER QUALITY CONTROL (WQC)								
	420 - WATER								
	01/31/2019	Open			Accounts Payable	GENFARE	\$2,752.01		
	Invoice								
	90143522								
	Paying Fund								
	426 - Transit - Fixed Route								
	01/31/2019	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$1,590.50		
	Invoice								
	F9A1509								
	E8L0601								
	F9A0801								
	F9A0809								
	Paying Fund								

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119624	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					\$1,184.00
	420 - WATER			420.11000 (Cash)					\$406.50
	Invoice	01/31/2019	Open		Accounts Payable	GRAINGER INC, W W	\$635.39		
	9054624664			01/24/2019	Description				Amount
	9059090051			01/24/2019	Tools for Electrical Trucks				\$545.61
119625	Paying Fund				Tools for Truck 679				\$89.78
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)	Cash Account				Amount
	Invoice	01/31/2019	Open		Accounts Payable	GROENIGER & COMPANY	\$263.22		\$263.22
	1432032			01/23/2019	PIPE & PIPE FITTING FOR MUNICIPAL SERVICES				Amount
	Paying Fund				UTILITIES DIVISION				\$263.22
119626	420 - WATER			420.11000 (Cash)	Cash Account				Amount
	Invoice	01/31/2019	Open		Accounts Payable	HILMAR LUMBER INC	\$470.95		\$470.95
	321213			01/24/2019	Description				Amount
	322367			01/24/2019	Pipe nipples for leaking ball valve at Digester #2				\$111.47
	322657			01/24/2019	Drain pump project				\$355.19
119627	Paying Fund				Spare Keyes				\$4.29
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)	Cash Account				Amount
	Invoice	01/31/2019	Open		Accounts Payable	HOLT OF CALIFORNIA INC	\$1,720.59		\$1,720.59
	K5002901			01/23/2019	GENERATOR				\$1,720.59
	Paying Fund				Cash Account				Amount
119628	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					\$1,720.59
	Invoice	01/31/2019	Open		Accounts Payable	HOPKINS TECHNICAL PRODUCTS, INC.	\$10,155.71		\$10,155.71
	3618301330			01/24/2019	Description				Amount
	3618301419			01/24/2019	SODIUM BISULFITE M1 PFC SKID WITH PUMP / MOTOR				\$5,963.63
	Paying Fund				SODIUM BISULFITE M1 PFC SKID WITH PUMP / MOTOR				\$4,192.08
119629	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)	Cash Account				Amount
	Invoice	01/31/2019	Open		Accounts Payable	HOWK SYSTEMS INC	\$2,853.70		\$2,853.70
	0321877-IN			01/24/2019	Description				Amount
	Paying Fund				Treatment Plant Pump #2				\$2,853.70
	420 - WATER			420.11000 (Cash)	Cash Account				Amount
119630	Invoice	01/31/2019	Open		Accounts Payable	INDEPENDENT ELECTRIC INC	\$237.39		\$237.39
	S104063989.001			01/24/2019	Description				Amount
	S104068023.001			01/24/2019	Conduit for Well #24 Antenna upgrade				\$225.19
	Paying Fund				Outlets, box & cover for new Fridge/Freezer Senior Center				\$12.20
	110 - General Fund			110.11000 (Cash)	Cash Account				Amount
									\$12.20

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119631	420 - WATER	Open		420.11000 (Cash)	Accounts Payable	ITRON INC	\$5,163.68		\$225.19
	Invoice		Date	Description				Amount	
	508034		01/24/2019	Hardware Maintenance				\$2,640.43	
	508136		01/24/2019	Hosting Services				\$2,523.25	
	Paying Fund			Cash Account				Amount	
	420 - WATER			420.11000 (Cash)				\$5,163.68	
119632	01/31/2019	Open			Accounts Payable	JORGENSEN & CO INC	\$1,218.16		
	Invoice		Date	Description				Amount	
	5780095		01/30/2019	FLEET - ANNUAL FIRE EXT MAINTENANCE				\$948.16	
	5780096		01/30/2019	CNG - ANNUAL FIRE EXT MAINTENANCE				\$24.00	
	5769461		01/30/2019	TRANSIT - ANNUAL FIRE EXT MAINT				\$48.00	
	5769462		01/30/2019	PFM - ANNUAL FIRE EXT MAINTENANCE				\$96.00	
	5769460		01/30/2019	WATER & UTILITY - ANNUAL FIRE EXT MAINTENANCE				\$102.00	
	5769463		01/30/2019	CNG - ANNUAL FIRE EXT MAINTENANCE				\$128.00	
	5779957		01/30/2019	CNG - ANNUAL FIRE EXT MAINTENANCE (CREDIT)				(\$128.00)	
	5769466		01/30/2019	FLEET - ANNUAL FIRE EXT MAINTENANCE				\$1,022.34	
	5779953		01/30/2019	FLEET - ANNUAL FIRE EXT MAINTENANCE (CREDIT)				(\$1,022.34)	
	Paying Fund			Cash Account				Amount	
	110 - General Fund			110.11000 (Cash)				\$295.39	
	217 - Streets - Gas Tax			217.11000 (Cash)				\$199.39	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$301.38	
	420 - WATER			420.11000 (Cash)				\$350.00	
	505 - Fleet			505.11000 (Cash)				\$72.00	
119633	01/31/2019	Open			Accounts Payable	KRAMER WORKPLACE INVESTIGATIONS	\$5,205.00		
	Invoice		Date	Description				Amount	
	10/18/2018		01/24/2019	Investigations 9/13/18-10/17/18				\$5,205.00	
	Paying Fund			Cash Account				Amount	
	110 - General Fund			110.11000 (Cash)				\$5,205.00	
119634	01/31/2019	Open			Accounts Payable	LEHIGH HANSON INC	\$337.83		
	Invoice		Date	Description				Amount	
	1974848		01/28/2019	ASPHALT FOR STREETS & PAVERS				\$178.49	
	1974464		01/28/2019	ASPHALT FOR STREETS & PAVERS				\$159.34	
	Paying Fund			Cash Account				Amount	
	217 - Streets - Gas Tax			217.11000 (Cash)				\$242.53	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$95.30	
119635	01/31/2019	Open			Accounts Payable	LINCOLN EQUIPMENT INC	\$298.11		
	Invoice		Date	Description				Amount	
	D7530623		01/22/2019	POOL SUPPLIES				\$74.30	
	D8625979		01/22/2019	POOL SUPPLIES				\$223.81	
	Paying Fund			Cash Account				Amount	
	110 - General Fund			110.11000 (Cash)				\$298.11	
119636	01/31/2019	Open			Accounts Payable	MISSION LINEN SUPPLY INC	\$3,161.66		
	Invoice		Date	Description				Amount	
	508801769		01/24/2019	Sanmar-Outerwear				\$557.71	

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50835392	01/24/2019				Sanmar Outerwear for WQC				
12/31/18-154035	01/25/2019				WASTEWATER (WQC) - DEC 2018		\$67.96	\$624.15	
12/31/18-153955	01/25/2019				FLEET SHOP - DEC 2018		\$177.03	\$177.03	
12/31/18-153979	01/25/2019				SEWER - DEC 2018		\$221.13	\$221.13	
12/31/18-153948	01/25/2019				WATER - DEC 2018		\$277.16	\$277.16	
12/34/18-227932	01/25/2019				ELECTRICAL (WQC) - DEC 2018		\$90.42	\$90.42	
12/31/18-187032	01/25/2019				FIRE STATION 1 - DEC 2018		\$120.64	\$120.64	
12/31/18-187082	01/25/2019				FIRE STATION 2 - DEC 2018		\$62.16	\$62.16	
12/31/18-187080	01/25/2019				FIRE STATION 3 - DEC 2018		\$64.52	\$64.52	
12/31/18-187084	01/25/2019				FIRE STATION 4 - DEC 2018		\$71.93	\$71.93	
12/31/18-154207	01/25/2019				POLICE DEPT - DEC 2018		\$41.40	\$41.40	
12/31/18-154117	01/25/2019				PEDRETTI - DEC 2018		\$25.92	\$25.92	
12/31/18-203896	01/25/2019				SPORTS (TRSC) - DEC 2018		\$28.80	\$28.80	
12/31/18-212628	01/25/2019				STORMS - DEC 2018		\$223.04	\$223.04	
12/31/18-212629	01/25/2019				ASSESSMENT DISTRICT - DEC 2018		\$105.60	\$105.60	
12/31/18-153971	01/25/2019				STREETS - DEC 2018		\$1,683.37	\$1,683.37	
12/31/18-153973	01/25/2019				PARKS DEPT - DEC 2018		\$221.13	\$221.13	
12/31/18-154209	01/25/2019				CITY HALL - DEC 2018		\$111.96	\$111.96	
Paying Fund					Cash Account		Amount		
110 - General Fund					110.11000 (Cash)		\$684.17	\$684.17	
205 - Sports Facilities					205.11000 (Cash)		\$67.32	\$67.32	
217 - Streets - Gas Tax					217.11000 (Cash)		\$105.60	\$105.60	
246 - Landscape Assessment					246.11000 (Cash)		\$223.04	\$223.04	
410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)		\$1,683.37	\$1,683.37	
420 - WATER					420.11000 (Cash)		\$221.13	\$221.13	
505 - Fleet					505.11000 (Cash)		\$177.03	\$177.03	
119637	01/31/2019	Open			Accounts Payable	MOTION INDUSTRIES INC - CA82	\$648.57		
Invoice					Description	Amount			
CA82-930746	01/24/2019				Tertiary Filter oil seals	\$131.18			
CA82-930566	01/24/2019				Seals for gear box	\$517.39			
Paying Fund					Cash Account	Amount			
410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)	\$648.57			
119638	01/31/2019	Open			Accounts Payable	PAXXO USA INC	\$2,420.65		
Invoice					Description	Amount			
F18-303	01/24/2019				LONGOPAC BAGS FOR LONGOFILL SEALED BAGS	\$2,420.65			
Paying Fund					Cash Account	Amount			
410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)	\$2,420.65			
119639	01/31/2019	Open			Accounts Payable	Platt Electric Supply	\$36.99		
Invoice					Description	Amount			
U187367	01/24/2019				Well #27 upgrade	\$36.99			
Paying Fund					Cash Account	Amount			
420 - WATER					420.11000 (Cash)	\$36.99			
119640	01/31/2019	Open			Accounts Payable	POLICE EXECUTIVE RESEARCH FORUM	\$475.00		
Invoice					Description	Amount			
6171	01/28/2019				2019 PERF GENERAL MEMBER DUES - NINUS AMIRFAR	\$475.00			
Paying Fund					Cash Account	Amount			

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119641	110 - General Fund	Open		110.11000 (Cash)	Accounts Payable	POLYDYNE INC	\$3,571.40		\$475.00
	Invoice								
	01/31/2019	Open		01/24/2019	Clarifloc A-6330	POLYDYNE INC			
	1307790				Cash Account				
	Paying Fund								
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				
119642	01/31/2019	Open			Accounts Payable	PROTECH SECURITY/ELEC INC	\$392.09		
	Invoice								
	209651754			01/25/2019	TRANSIT CELL UNIT INSTALL & SECURITY				
	Paying Fund				Cash Account				
	426 - Transit - Fixed Route				426.11000 (Cash)				
119643	01/31/2019	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$2,631.20		
	Invoice								
	71371			01/24/2019	December 2018 services				
	Paying Fund				Cash Account				
	420 - WATER				420.11000 (Cash)				
119644	01/31/2019	Open			Accounts Payable	R & B COMPANY	\$1,175.84		
	Invoice								
	S1808275.001			01/23/2019	Pipe and Pipe Fittings				
	Paying Fund				Cash Account				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				
	420 - WATER				420.11000 (Cash)				
119645	01/31/2019	Open			Accounts Payable	REED INC, GEORGE	\$107.06		
	Invoice								
	100717431			01/28/2019	ASPHALT FOR STREETS				
	Paying Fund				Cash Account				
	217 - Streets - Gas Tax				217.11000 (Cash)				
119646	01/31/2019	Open			Accounts Payable	ROEN, CW CONSTRUCTION CO	\$371,179.02		
	Invoice								
	PP15/CP15-39C			01/25/2019	15-39C RWQCF SECONDARY CLARIFIER #5 & DENITRIFICATION - DEC 2018				
	Paying Fund				Cash Account				
	413 - WQC-Capital Expansion Reserve				413.11000 (Cash)				
119647	01/31/2019	Open			Accounts Payable	ROMEO MEDICAL CLINIC	\$1,287.00		
	Invoice								
	113530-12.13.18			01/24/2019	Andaverde, Paige				
	33778-12.13.18			01/24/2019	Arroyo, Elias P				
	110001-12.20.18			01/24/2019	Ceballos, Claudia				
	113736-12.20.18			01/24/2019	Gomez, German				
	113416-12.10.18			01/24/2019	Jacobson, Colton				
	49919-12.13.18			01/24/2019	Jimenez, Darin				
	113801-12.21.18			01/24/2019	Mavis, Kishauna				
	23043-12.04.18			01/24/2019	Murphy, Shaun				
	113738-12.20.18			01/24/2019	Nunes, Dominic				
	4755-12.13.18			01/24/2019	Padilla, Arturo				

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119648	113539-12.13.18		01/24/2019		Parolini, Jodie				\$47.00
	7710-12.13.18		01/24/2019		Perales, Carlos Arthur				\$69.00
	3138-12.27.18		01/24/2019		Rogers, Wayne A				\$99.00
	2103-12.04.18		01/24/2019		Romero, Felix				\$99.00
	113807-12.21.18		01/24/2019		Rose, Joseph				\$47.00
	19843-12.21.18		01/24/2019		Salazar, Leslie				\$47.00
	113414-12.10.18		01/24/2019		Schindler, Joshua				\$47.00
	113549-12.13.18		01/24/2019		Silveira, Nicholas				\$47.00
	113815-12.21.18		01/24/2019		Tagge, Katelyn				\$47.00
	29229-12.11.18		01/24/2019		Thomas, Chad N				\$99.00
119649	108933-12.10.18		01/24/2019		Welch, Jack				\$47.00
	113824-12.21.18		01/24/2019		Yonan, Emily				\$47.00
	Paying Fund				Cash Account				Amount
	110 - General Fund				110.11000 (Cash)				\$706.00
	205 - Sports Facilities				205.11000 (Cash)				\$69.00
	217 - Streets - Gas Tax				217.11000 (Cash)				\$99.00
	246 - Landscape Assessment				246.11000 (Cash)				\$47.00
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$366.00
	01/31/2019	Open			Accounts Payable	SAN JOAQUIN VALLEY	\$4,341.00		
	Invoice				Description				Amount
119650	N13535		01/24/2019		19/20 Annual Permits to Operate N3669				\$4,341.00
	Paying Fund				Cash Account				Amount
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$4,341.00
	01/31/2019	Open			Accounts Payable	SHAPE INC	\$652.94		
	Invoice				Description				Amount
	125101		01/24/2019		Stationary wear ring				\$652.94
	Paying Fund				Cash Account				Amount
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$652.94
	01/31/2019	Open			Accounts Payable	SMITH CHEVROLET CO INC	\$124.80		
	Invoice				Description				Amount
119651	645473		01/23/2019		TRA15-1041P				\$124.80
	Paying Fund				Cash Account				Amount
	426 - Transit - Fixed Route				426.11000 (Cash)				\$124.80
	01/31/2019	Open			Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	\$119,655.60		
	Invoice				Description				Amount
	LW-1021923		01/24/2019		7/1/18-6/30/19 Water System Fees				\$44,881.60
	WD-0143194		01/24/2019		7/1/18-6/30/19 Annual Permit Fee				\$92,488.00
	WD-0141322		01/24/2019		7/1/18-6/30/19 Annual Permit Fee				\$12,286.00
	WD-0143194CM		01/24/2019		7/1/18-6/30/19 Annual Permit Fee				(\$20,000.00)
	WD-0141322CM		01/24/2019		7/1/18-6/30/19 Annual Permit Fee				(\$10,000.00)
119652	Paying Fund				Cash Account				Amount
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				\$74,774.00
	420 - WATER				420.11000 (Cash)				\$44,881.60
	01/31/2019	Open			Accounts Payable	SYAR INDUSTRIES INC	\$1,756.20		
	Invoice				Description				Amount
	719040		01/22/2019		ASPHALT FOR STREETS				\$878.10
	719285		01/28/2019		ASPHALT FOR STREETS				\$878.10

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119653	Paying Fund				Cash Account					
	217 - Streets - Gas Tax	Open			217.11000 (Cash)		\$1,756.20			
	Invoice									
	Fire#3-1/18/19									
	01/31/2019	Open		01/25/2019	Accounts Payable	T I D		\$16,823.37		
	CorpYard-1/21/19									
	Pedretti-1/21/19			01/25/2019	000208-054409-0001 / 501 E Monte Vista Ave (Station 3)		\$280.77			
	Pedretti-1.21.19			01/25/2019	000208-002428-0003 / 701 S Walnut Rd		\$2,042.42			
	TRSC-1/21/19			01/25/2019	000208-000129-0003 / 2400 Tegner Rd (Pedretti Park)		\$316.56			
	Multi-1/21/19			01/25/2019	000208-000129-0001 / 2400 Tegner Rd (Pedretti Park)		\$51.29			
	Pedretti-1/22/19			01/25/2019	000208-070692-0002 / Kilroy Rd (Sports Complex)		\$400.25			
119654	Paying Fund									
	205 - Sports Facilities	Open								
	216 - Streets - Local Transportation									
	420 - WATER									
	426 - Transit - Fixed Route									
	505 - Fleet									
	01/31/2019	Open						\$29,811.79		
	Invoice									
	260225			01/24/2019	Accounts Payable	THATCHER COMPANY OF CALIFORNIA INC				
	260226			01/24/2019	LIQUID CHLORINE		\$14,449.17			
119655	Paying Fund									
	410 - WATER QUALITY CONTROL (WQC)	Open								
	01/31/2019	Open						\$24,225.00		
	Invoice									
	2018.042			01/28/2019	Accounts Payable	THE SPECTRUM FIRM, INC.				
	2018.041			01/28/2019	800MHz CHANNEL FOR NEW TRANSMITTER SITE		\$3,125.00			
	2018.033			01/28/2019	ADDED TO FCC CALL SIGN		\$5,880.00			
	Paying Fund									
	240 - Small Equipment Replacement									
	240.11000 (Cash)						\$15,220.00			
	240.11000 (Cash)						\$24,225.00			

Payment Register

From Payment Date: 1/25/2019 - To Payment Date: 1/31/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
119656	01/31/2019 Invoice	Open			Accounts Payable	TID	\$194.00		
	EP 18-132T		01/29/2019		PARTIAL REFUND OF ENCROACHMENT PERMIT 18 -132T FOR 3075 N WALNUT Cash Account				Amount \$194.00
	Paying Fund				502 - Engineering				Amount \$194.00
119657	01/31/2019 Invoice	Open			Accounts Payable	TID	\$1,857.00		
	25399		01/24/2019		Raise street light pole 1200 W Glenwood Cash Account				Amount \$1,857.00
	Paying Fund				246 - Landscape Assessment				Amount \$1,857.00
119658	01/31/2019 Invoice	Open			Accounts Payable	TURLOCK SCAVENGER/SWEEPING	\$19,931.50		
	DECEMBER 31 2018		01/28/2019		STREET SWEEPING Cash Account				Amount \$19,931.50
	Paying Fund				410 - WATER QUALITY CONTROL (WQC)				Amount \$19,931.50
119659	01/31/2019 Invoice	Open			Accounts Payable	UNIVAR USA INC	\$7,922.38		
	SJ919445		01/24/2019		Sodium Bisulfite				Amount \$3,844.08
	SJ917841		01/24/2019		Sodium Bisulfite				Amount \$4,078.30
	Paying Fund				410 - WATER QUALITY CONTROL (WQC)				Amount \$7,922.38
119660	01/31/2019 Invoice	Open			Accounts Payable	VERIZON WIRELESS	\$2,707.30		
	9821570333		01/28/2019		POLICE DEC 04 - JAN 03 2019 Cash Account				Amount \$2,707.30
	Paying Fund				110 - General Fund				Amount \$2,707.30
119661	01/31/2019 Invoice	Open			Accounts Payable	VSS INTERNATIONAL INC	\$33,378.51		
	PP2/CP18-28		01/25/2019		18-28 2018 SB-1 Road Maint. & Rehab Slurry Seal 10/1/18-10/31/18 Cash Account				Amount \$33,378.51
	Paying Fund				219 - SB1 Road Maint & Rehab Account				Amount \$33,378.51
119662	01/31/2019 Invoice	Open			Accounts Payable	WEST STEEL & PLASTIC	\$132.13		
	333705		01/24/2019		Material to construct shelves for well heaters Cash Account				Amount \$132.13
	Paying Fund				420 - WATER				Amount \$132.13
119663	01/31/2019 Invoice	Open			Accounts Payable	WOOD RODGERS INC	\$3,699.87		
	123645		01/24/2019		December 2018 services Cash Account				Amount \$3,699.87
	Paying Fund				420 - WATER				Amount \$3,699.87
119664	01/31/2019 Invoice	Open			Accounts Payable	ZEE MEDICAL SERVICE CO	\$415.96		
	66589056		01/25/2019		Engineering Medical Supplies				Amount \$84.03
	66589057		01/25/2019		Employee Break Room Medical Supplies				Amount \$69.96

Payment Register

From Payment Date: 1/25/2019 - To Payment Date: 1/31/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
66589052	01/25/2019				Parks Medical Supplies				\$84.95
66589054	01/25/2019				Operations Medical Supplies				\$111.65
66589053	01/25/2019				Water Medical Supplies				\$65.37
					Cash Account				Amount
110 - General Fund					110.11000 (Cash)				\$69.96
410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)				\$229.28
420 - WATER					420.11000 (Cash)				\$32.69
502 - Engineering					502.11000 (Cash)				\$84.03
119665	01/31/2019	Open			Accounts Payable	Dusel, Joseph	\$180.00		
					Invoice				
TR4381 PerDiemJD	01/24/2019				Simunitions Instructor 2/4/19-2/7/19				Amount
Paying Fund					Cash Account				\$180.00
110 - General Fund					110.11000 (Cash)				\$180.00
119666	01/31/2019	Open			Accounts Payable	Fortado, Richard	\$250.00		
					Invoice				
TR4373 PerDiemRF	01/25/2019				Basic Traffic Collision 2/3/19-2/8/19				Amount
Paying Fund					Cash Account				\$250.00
266 - Police Services Grants					266.11000 (Cash)				\$250.00
119667	01/31/2019	Open			Accounts Payable	Ibarra, Michael	\$50.00		
					Invoice				
778111	01/23/2019				WTP02 - Water Treatment Plant Operation, Vol II				Amount
Paying Fund					Cash Account				\$50.00
420 - WATER					420.11000 (Cash)				\$50.00
119668	01/31/2019	Open			Accounts Payable	IRISH CONSTRUCTION	\$400.00		
					Invoice				
EP 18-108A	01/23/2019				EP #18-108A FOR 2400 FULKERTH RD				Amount
Paying Fund					Cash Account				\$400.00
216 - Streets - Local Transportation					216.11000 (Cash)				\$128.00
240 - Small Equipment Replacement					240.11000 (Cash)				\$17.79
502 - Engineering					502.11000 (Cash)				\$254.21
119669	01/31/2019	Open			Accounts Payable	MID CAL CONSTRUCTORS	\$95.00		
					Invoice				
Permit # 18-80E	01/25/2019				Reimbursement - bacteria sample 2600 spengler ave				Amount
Paying Fund					Cash Account				\$95.00
420 - WATER					420.11000 (Cash)				\$95.00
119670	01/31/2019	Open			Accounts Payable	Pinedo, Jr., Albert,	\$50.00		
					Invoice				
777251	01/23/2019				MFS - Manage for Success Online Training				Amount
Paying Fund					Cash Account				\$50.00
420 - WATER					420.11000 (Cash)				\$50.00
119671	01/31/2019	Open			Accounts Payable	Rodriguez, Joseph	\$180.00		
					Invoice				
TR4381 PerDiemJR	01/24/2019				Simunitions Instructor 2/4/19-2/7/19				Amount
Paying Fund					Cash Account				\$180.00
110 - General Fund					110.11000 (Cash)				\$180.00

Payment Register

From Payment Date: 1/25/2019 - To Payment Date: 1/31/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Description	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
119672	01/31/2019	Open			Invoice	Accounts Payable	Samiano, Allen	\$250.00		
					TR4373 PerDiemAS	Basic Traffic Collision 2/3/19-2/8/19				
					Paying Fund	Cash Account				
					266 - Police Services Grants	266.11000 (Cash)				
								\$250.00		
119673	01/31/2019	Open			Invoice	Accounts Payable	Secretary of the State	\$40.00		
					6506138	Notary Renewal 2/1/19 - Sara Bickie Order# 6506138				
					Paying Fund	Cash Account				
					110 - General Fund	110.11000 (Cash)				
								\$40.00		
119674	01/31/2019	Open			Invoice	Accounts Payable	Secretary of the State	\$40.00		
					6506146	Notary Renewal 2/1/19 - Sherry Huskey Order# 6506146				
					Paying Fund	Cash Account				
					110 - General Fund	110.11000 (Cash)				
								\$40.00		
119675	01/31/2019	Open			Invoice	Accounts Payable	Tieman, Austin	\$50.00		
					777378	MFS - Manage for Success Online Training				
					Paying Fund	Cash Account				
					420 - WATER	420.11000 (Cash)				
								\$50.00		
Type Check Totals:										
AP - Accounts Payable Totals									\$951,179.74	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	\$951,179.74	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	86	\$951,179.74	\$0.00
86 Transactions				
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	\$951,179.74	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 1/25/2019 - To Payment Date: 1/31/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total	86	\$951,179.74	\$0.00	
Checks									
		Status			Count		Transaction Amount	Reconciled Amount	
		Open			86		\$951,179.74	\$0.00	
		Reconciled			0		\$0.00	\$0.00	
		Voided			0		\$0.00	\$0.00	
		Stopped			0		\$0.00	\$0.00	
		Total			86		\$951,179.74	\$0.00	
All									
		Status			Count		Transaction Amount	Reconciled Amount	
		Open			86		\$951,179.74	\$0.00	
		Reconciled			0		\$0.00	\$0.00	
		Voided			0		\$0.00	\$0.00	
		Stopped			0		\$0.00	\$0.00	
		Total			86		\$951,179.74	\$0.00	

January 10, 2019
 2:00 p.m.
 City of Turlock Yosemite Room
 156 S. Broadway, Turlock, California



DRAFT

MINUTES
Special Meeting
Turlock City Council

1. **A. CALL TO ORDER** – Mayor Bublak called the meeting to order at 2:02 p.m.
 PRESENT: Councilmembers Andrew Nosrati, Nicole Larson, Gil Esquer, and Mayor Amy Bublak.
 ABSENT: None

B. SALUTE TO THE FLAG

Mayor Bublak spoke regarding the purpose of calling the special meeting was to discuss the topic of homelessness and outer lying areas.

2. PUBLIC PARTICIPATION:

Mayor Bublak opened public participation and noted she would be leaving it open for the meeting.

3. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

4. WORKSHOP SESSION

Review and discussion of strategies to address vagrancy and homelessness issues in Turlock.

- a) Opening Remarks by Mayor and City Manager
- b) Preliminary review of December 12, 2018 Workgroup suggestions:
 - a. Homelessness Prevention / Jobs, followed by discussion
 - b. Bathrooms and Businesses, followed by discussion
 - c. Community Engagement, followed by discussion
 - d. Housing, followed by discussion
- c) Recommendation by Council of items for City staff review and placement on subsequent Council agendas

City Manager Robert C. Lawton expressed thanks to those in attendance at today's meeting as well as to those who previously participated in the December 12, 2018 workgroup session, provided an overview of the topics that were presented to Council at the workgroup session, spoke regarding Executive Assistant to the City Manager for Economic Development and Housing Maryn Pitt's efforts to further review and provide background information regarding the four subject areas: Homelessness Prevention and Jobs, Bathrooms and Businesses, Community Engagement, and Housing, and noted Ms. Pitt would be providing a presentation regarding each of these subject areas. City Manager Lawton also spoke regarding his suggestion that upon conclusion of the presentation Council would provide direction about the areas they would like staff to further explore to assist with a future goal of developing a coherent and comprehensive City policy on these issues.

Executive Assistant to the City Manager for Economic Development and Housing Maryn Pitt spoke regarding the funding (approximately \$7.3 million) Stanislaus County will receive from the State of California Housing and Community Development (Homeless Emergency Aid Program), potential uses of the funding, and noted further discussions can be had to determine how Turlock would like their portion of funds allocated.



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Executive Assistant to the City Manager for Economic Development and Housing Maryn Pitt provided information regarding the ideas presented by the Homelessness Prevention and Jobs Workgroup including mental health/health issues, low barrier jobs incentivized by the City, apprenticeship access program, and resource center.

Council and staff discussed this information including hours and operation of behavioral health services, Stanislaus County Office of Education vocational teachings, previous low barrier jobs in the PBID, the Downtown Streets Team effort, marketing job opportunities in the community, and funding for youth services and prevention programs.

The following members of the public spoke:

DJ Fransen
Ed Maze
Pam Franco
Member of the public
Terry Shaver
Christian Curby
Barbara Jensen
Liz Padilla
Ann Strohm
Michael Camara
Shehu Hassan
Member of the public

Police Chief Ninus C. Amirfar spoke briefly regarding the Ninth Circuit Court of Appeals Boise decision and other laws involving these matters.

Executive Assistant to the City Manager for Economic Development and Housing Maryn Pitt provided information regarding the ideas presented by the Bathrooms and Businesses Workgroup including Port-a-Loo, washer and dryer stations and shower shuttle, and information for business owners (Community Resource Handbook).

The following members of the public spoke:

Pam Franco
Pauline Black
Becky Arellano
Ann Strohm
DJ Fransen
Carl Mercer
Liz Padilla
Michael Camara

City Manager Robert C. Lawton thanked Ms. Liz Padilla for her efforts, spoke regarding the efforts of the Police, Fire, and Parks, Recreation and Public Facilities Departments, and noted these discussions need to be focused on solutions.



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Executive Assistant to the City Manager for Economic Development and Housing Maryn Pitt provided information regarding the ideas presented by the Community Engagement Workgroup including common database, public education, and coordination amongst providers.

Council and staff discussed this information including uses of the HMIS database, coordination amongst providers, reporting received from the national database, point in time count, online accessibility of resources guides and handbooks, and refining categories to determine the type of help/services different individuals need.

The following members of the public spoke:

Christian Curby
Ed Maze
Member of the public
Member of the public

Executive Assistant to the City Manager for Economic Development and Housing Maryn Pitt provided information regarding the ideas presented by the Housing Workgroup including immediate housing, transitional housing, long-term housing, rental assistance, and veteran's assistance.

The following members of the public spoke:

Pauline Black
Member of the public

Council discussed this information including the importance of focusing on short-term housing options and consideration of neighborhood concerns.

City Manager Robert C. Lawton spoke regarding previous abatement actions and enforcement undertaken by the City, staff responding with professionalism, and efforts to connect individuals with services.

The following members of the public spoke:

DJ Fransen
Robert Allen
Ann Strohm
Liz Padilla
Dan Tallman
Michael Camara
Jason Freitas

Mayor Bublak closed public participation.

Council further discussed these matters including continued discussions with Turlock Gospel Mission and City staff regarding potential use of the property/site behind the Turlock Gospel Mission building, exploring options and regulations for no barrier shelters, tiny houses, and tents, and enforcement of laws in a compassionate way.



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Council, staff, and Christian Curby spoke regarding the Turlock Gospel Mission's interest to engage the City in these discussions, possible funding options to help fund this potential use, and the navigator program (outreach and engagement in the community).

Additional Council discussion including the importance of addressing immediate and long-term needs, breaking into smaller groups to quickly address some of these issues, and determining how many individuals need to be served/would utilize services.

City Manager Robert C. Lawton clarified the direction provided by Council to evaluate the Turlock Gospel Mission site and determine the number of individuals it can accommodate, schedule meetings of the four workgroups (with one Member of the Council assigned to each group), utilization of the memorandum (presentation) prepared by Executive Assistant to the City Manager for Economic Development and Housing Maryn Pitt as the scope of work, and exploration of an alternate work program.

Final Council discussion included logistics of the workgroup sessions (report back) and exploration of Port-a-Loo by the Bathrooms and Businesses Workgroup.

Mayor Bublak expressed thanks to those in attendance for their participation.

5. ADJOURNMENT:

Motion by Councilmember Esquer, seconded by Councilmember Larson, to adjourn the special meeting at 4:57 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Jennifer Land
City Clerk

5B₂

FEBRUARY 1, 2019
10:00 a.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California



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MINUTES
Special Meeting
Turlock City Council

-
1. **A. CALL TO ORDER** – Mayor Bublak called the meeting to order at 10:01 a.m.
 PRESENT: Councilmembers Andrew Nosrati, Nicole Larson, Gil Esquer, and Mayor Amy Bublak.
 ABSENT: None

B. SALUTE TO THE FLAG

2. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:** None

3. **PUBLIC PARTICIPATION:**

The following members of the public spoke:

Manuel Jimenez
Grant Davis
Margaret Souza
Cathy Doo
Paul Jonson
Eunice Johnson
Michelle Park (read letters on behalf of Elizabeth Talbot and representatives of Be the Change Turlock)
Donna Endsley
Jeani Ferrari
Donald Babadalir
DJ Fransen
Shelly Koch
Brad Bates
Robert Puffer
Mary Jackson

Mayor Bublak recessed the Special City Council Meeting at 11:00 a.m.
Mayor Bublak reconvened the Special City Council Meeting at 11:07 a.m.

4. **SCHEDULED MATTERS:**

- A. Request to appoint _____ to fill the City Council seat vacancy for District 4 pursuant to California Government Code section 36512

Mayor Bublak spoke regarding each Member of Council having been given a ranking form with a numbered point system (3-2-1) to complete and provide to the City Clerk for itemization and then have continued dialogue.

City Clerk Jennifer Land read the number of points received for each applicant interviewed:

Samuel Sharpe – 8 points
Rebecca Arellano – 8 points



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Myrna Wachs – 4 points
Pamela Franco – 3 points
Donald Babadalir – 1
Frederick Isaac – 0 points

City Clerk Land read the top three applicants provided by each Member of Council:

Councilmember Nosrati

1. Samuel Sharpe
2. Myrna Wachs
3. Rebecca Arellano

Councilmember Larson

1. Samuel Sharpe
2. Rebecca Arellano
3. Myrna Wachs

Councilmember Esquer

1. Rebecca Arellano
2. Samuel Sharpe
3. Myrna Wachs

Mayor Bublak

1. Pamela Franco
2. Rebecca Arellano
3. Donald Babadalir

Council discussed this information including ranking provided by some of the Members of Council, explanation for each of their selections/choices, and expressed hope that this was a good transparent effort for those who participated in the process.

Councilmember Esquer motioned to accept Rebecca (Becky) Arellano. Motion seconded by Mayor Bublak.

Action: **Resolution No. 2019-023:** Appointing Rebecca Arellano to fill the City Council seat vacancy for District 4 pursuant to California Government Code section 36512 as introduced by Councilmember Esquer, seconded By Mayor Bublak, and carried 3/1 by the following vote:

Councilmember Nosrati	Councilmember Larson	Councilmember Esquer	Mayor Bublak
No	Yes	Yes	Yes

Mayor Bublak and Council welcomed Rebecca Arellano and expressed thanks to those who participated in this process.

City Clerk Jennifer Land noted the Resolution (action) would be updated to reflect Ms. Rebecca Arellano's name.

City Clerk Jennifer Land Clerk administered the Oath of Office to new Councilmember Rebecca Arellano.



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Councilmember Arellano expressed thanks to each of the applicants, noting she hopes they stay involved, stated she will do her best to represent District 4, and expressed appreciation to the Council for their hard work.

Councilmember Arellano was seated at the dais.

5. CLOSED SESSION:

Interim City Attorney Jose M. Sanchez 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)

6. REPORTS FROM CLOSED SESSION:

City Clerk Jennifer Land reported there was no reportable action for the Closed Session Item and noted that Interim City Attorney Jose M. Sanchez did not participate in the Closed Session Item.

7. ADJOURNMENT:

Motion by Councilmember Esquer, seconded by Councilmember Larson, to adjourn the open session of the special meeting at 11:26 a.m. Motion carried unanimously.

Motion by Councilmember Esquer, seconded by Councilmember Nosrati, to adjourn the closed session of the special meeting at 11:40 a.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Jennifer Land
City Clerk

City Council Staff Report

March 12, 2019



5C

From: Nathan Bray, P.E.
Interim Director of Development Services/City Engineer

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

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements and authorizing the City Engineer to file a Notice of Completion for "Monte Verde" Subdivision, Development Project No. 14-21

2. SYNOPSIS:

Accepting improvements and authorizing the City Engineer to file a Notice of Completion.

3. DISCUSSION OF ISSUE:

The Monte Verde subdivision will include subdividing a 17.84 acre parcel, located in the North West Triangle Specific Plan area, into 107 single family residential lots. The proposed lots will range in size from 4,500 to 12,170 square feet. The "Monte Verde" Subdivision is located on the northeast corner of West Tuolumne Road and Countryside Drive, more particularly 2531 West Tuolumne Road, Assessor's Parcel No. 088-027-001. The City Council approved the final map and subdivision improvement agreement for the "Monte Verde" subdivision on April 24, 2018.

The division of land for development is subject to the requirements and procedures in the California Map Act. The division of land into 4 or less parcels is executed through the parcel map process. The division of land into 5 or more parcels is executed through the subdivision map process. Since the "Monte Verde" subdivision is a division of an existing parcel into 107 single-family residential parcels, the division of land for this development will follow the subdivision map process.

Developments using the parcel map process are allowed to defer necessary improvements by placing a statement on the final map. Developments using the

subdivision map process, however, must either install the improvements prior to recordation of the final map or execute an agreement to install the improvements within a specified amount of time. In an effort to expedite the recordation of the final map, the developers of the Monte Verde subdivision chose to execute an agreement to install the improvements after the map was recorded.

The Subdivision Map Act provides the City with means to allow developers to subdivide parcels and to promote development. The final map and agreement conditioned upon construction of improvements for the "Monte Verde" subdivision, when executed, ensured that the development would install the required improvements within a specified amount of time.

At this time all City of Turlock standard and conditioned improvements for the "Monte Verde" subdivision have been completed. With the City Council's authorization, the City Engineer will file a Notice of Completion with the Stanislaus County Recorder Office, therefore, approving and accepting the improvements associated with the "Monte Verde" subdivision, Project No. 14-21.

4. BASIS FOR RECOMMENDATION:

- A. Per Section 11-8-1001 of the Turlock Municipal Code, improvements associated with subdivisions of five (5) or more parcels shall be accepted by the City Council. The acceptance of the improvements shall imply only that the improvements have been completed satisfactorily and that the public improvements have been accepted for public use.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

None.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

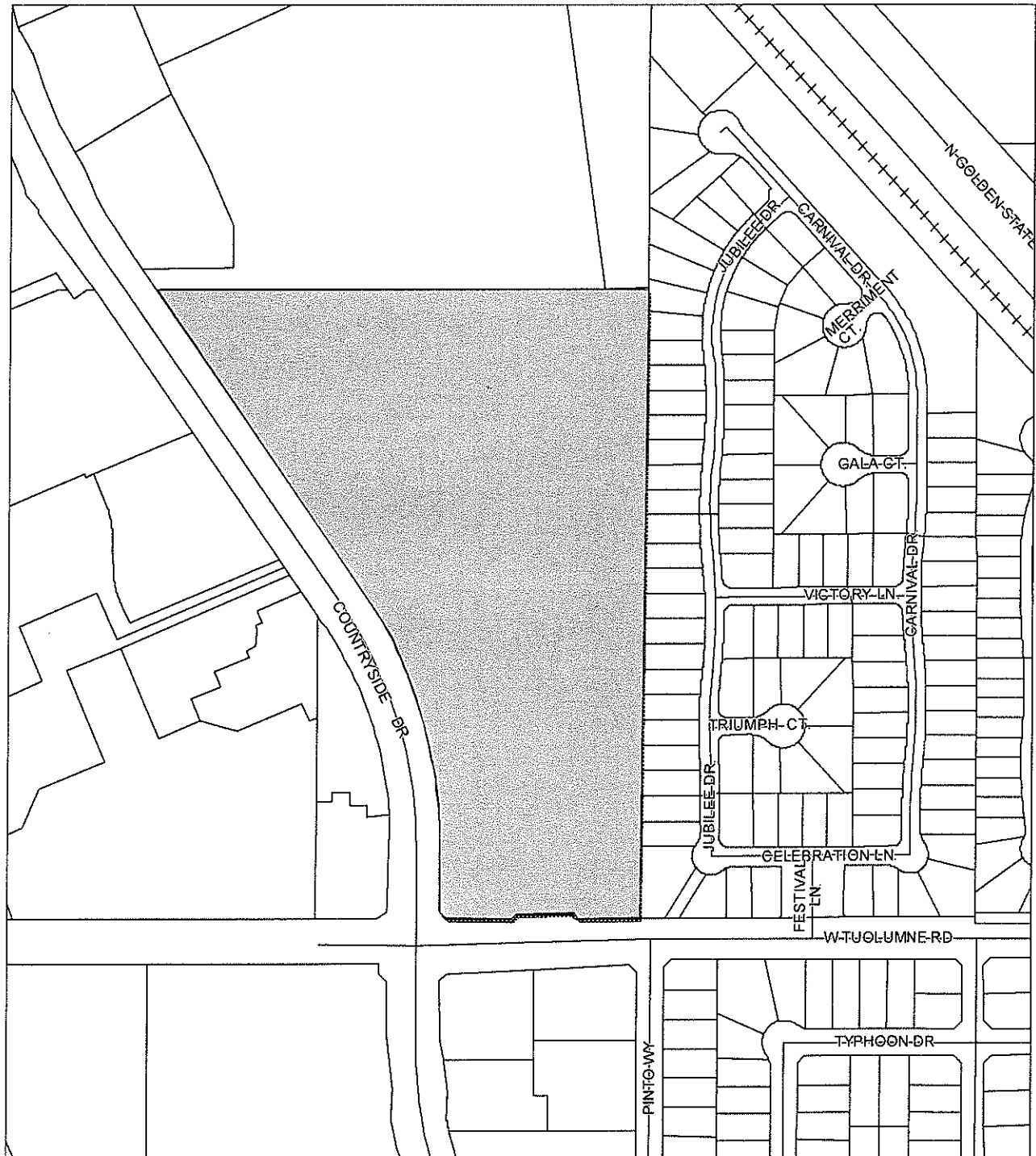
7. ENVIRONMENTAL DETERMINATION:

Council determined this project to be exempt from the provisions of the California Environmental Quality Act on April 24, 2018. This action does not alter the original determination and therefore no additional determination is required.

8. ALTERNATIVES:

- A. Council could choose to not accept the improvements and reject authorizing the City Engineer to file a Notice of Completion. This alternative is not recommended by City Staff as the work has been completed and accepted.

SITE MAP
of
"MONTE VERDE" SUBDIVISION



RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

**NOTICE OF COMPLETION
DEVELOPMENT PROJECT NO. 14-21
"MONTE VERDE" SUBDIVISION**

Notice is hereby given that work on the above-referenced project located at the northeast corner of Countryside Drive and West Tuolumne Road, Turlock, California, Subdivision Agreement Document No. 18-0044633-00, recorded Stanislaus County Records on June 28, 2018, was completed by the undersigned agency on March 12, 2019. The owner of development is NHC Holdings, 1701 W March Lane, Suite D, Stockton, California, 95207, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Development Project Number on all communications relating to this work.

Date: _____

(Signature- Nathan Bray, P.E., Interim Development Services Director/
City Engineer, Owner's Agent), City of Turlock

VERIFICATION

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

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

CITY OF TURLOCK

NATHAN BRAY, P.E.
INTERIM DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER
OWNER'S AGENT

Executed on March 13, 2019 at Turlock, California, Stanislaus County



City Council Staff Report

March 12, 2019

From: Nathan Bray, P.E.,
Interim Director of Development Services /City Engineer

Prepared by: Stephen Fremming, P.E., Senior Civil Engineer

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 1 in the amount of \$39,283.75 with Granite Construction, of Fresno, California, for City Project No. 14-25 "East Monte Vista Avenue Rehabilitation," bringing the contract total to \$1,465,824.75

2. SYNOPSIS:

Accepting notification of Contract Change Order No. 1.

3. DISCUSSION OF ISSUE:

On December 12, 2017, the City Council approved an agreement with Granite Construction of Fresno, California in the amount of \$1,426,541 for construction of City Project No. 14-25 "East Monte Vista Avenue Rehabilitation." The scope of the work includes grinding of existing pavement surfaces and placement of a 2" deep rubberized hot mix asphalt overlay, installation of new vehicle detector loops at signalized intersections, and installation of new pavement striping and markings. The construction of the project is essentially complete. The contractor is completing minor punchlist items and staff will bring a separate action forward in the near future to request approval of the filing of the Notice of Completion.

Contract Change Order No. 1 totals \$39,283.75 and includes the following items of work:

- **Additional Traffic Signal Detectors (\$19,050.75)**

This change order item includes installation of twenty seven (27) vehicle detector loops at the intersection of Monte Vista Avenue and Colorado Avenue and ten (10) vehicle detector loops at the intersection of Monte Vista Avenue and Olive Avenue. The additional detector loops are necessary to assure efficient operation of these intersections.

- **Install red curb (\$7,360)**

This change order item includes painting approximately 1,840 lineal feet of existing curb red to restrict parking along Monte Vista Avenue where there is not sufficient width to provide a parking lane, as well as at signalized intersections where the parking lane is replaced with a right turn only lane.

- **Yellow cross walk at Brookstone & Monte Vista (\$12,873)**

The contractor installed a white crosswalk at the intersection of Monte Vista Avenue and Brookstone Drive. The plans called out for a white crosswalk, however it should have called out for a yellow crosswalk in accordance with section 21368 of the California Vehicle Code. The contractor was directed to remove and replace the crosswalk with yellow thermoplastic material.

Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$ 1,426,541.00	December 12, 2017
Change Order No. 1	\$ 39,283.75	March 12, 2019
Adjusted Total Contract	\$ 1,465,824.75	

4. BASIS FOR RECOMMENDATION:

- A. City Policy is the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5%, and all other change orders must be approved by the City Council. Contract Change Order No. 1 is 2.8% of the original contract amount and within the range for the City Manager to approve.
- B. Contract Change Order No. 1 is necessary to compensate the contractor for work necessary to provide transportation infrastructure that meet project goals and requirements to account for additions, omissions, and unforeseen conditions.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Adequate construction contingency dollars were included to cover the costs of change orders when the project funding was set up with the awarding of the agreement.

No General Fund money will be used for this project.

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

On December 12, 2017, the City Council determined this project to be exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines. This action does not alter the original determination. No further environmental determination is required at this time.

8. ALTERNATIVES:

- A. Council could choose not to accept Contract Change Order No. 1. Staff does not recommend this alternative because the included items were necessary to compensate the contractor for work necessary to provide transportation infrastructure that meet project goals and requirements to account for additions, omissions, and unforeseen conditions.



CONTRACT CHANGE ORDER

Date issued: March 12, 2019

Change Order No.: 1

Project Name: East Monte Vista Avenue Rehabilitation

Granite Construction Company

2716 Granite Court

Fresno, California 93706

559-441-5700

Project No.: 14-25

Original Contract: \$1,426,541.00

Contract Award Date: December 12, 2017

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

ITEM		Unit:	Quantity:	Unit Price:	Total:
1.1	CCD No. 9.1 - Loop detector revisions	LS	1	\$13,250.75	\$13,250.75
1.2	CCD No. 11 - Additional detector loops at Olive	LS	1	\$5,800.00	\$5,800.00
1.3	Red curb per CCD No. 7 and 12	LS	1	\$7,360.00	\$7,360.00
1.4	CCD No. 10 - Yellow xwalk at Brookstone & Monte Vista	LS	1	\$12,873.00	\$12,873.00
			Total this CCO=		\$39,283.75
The original contract sum =					\$1,426,541.00
Net change by previous change orders =					\$0.00
The contract sum will (increase) in the amount of =					\$39,283.75
The new contract sum including this change order will be =					\$1,465,824.75
The contract time is unchanged by this Change Order.					

Accepted: _____
Granite Construction Company, Contractor

Date: _____

Recommended: _____
Nathan Bray, Interim Development Services Director/City Engineer

Date: _____

Approved: _____
Robert C. Lawton, City Manager

Date: _____



City Council Staff Report

March 12, 2019

From: Nathan Bray, P.E.,
Interim Development Services Director/City Engineer

Prepared by: Randall Jones, Assistant Engineer

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$67,830 to account numbers 216-40-422.48001_295 "Transfers out Fd215 P1658 Christoffersen Bike" and 215-40-420.38001_295 "Transfers in Fd215 P1658 Christoffersen Bike" to be funded from Fund 216 "Non-motorized LTF" unallocated reserves to provide local match funding for City Project No. 16-58 "Christoffersen Parkway Bike Improvements"

Motion: Awarding bid and approving an Agreement in the amount of \$396,829.25 (Fund 215) with Chrisp Company, of Stockton, California, for City Project No. 16-58 "Christoffersen Parkway Bike Improvements"

2. SYNOPSIS:

Awarding bid and approving an agreement for construction of pedestrian and bicycle improvements.

3. DISCUSSION OF ISSUE:

The City of Turlock applied for and was awarded a state and federal grant to install buffered bike lanes on Christoffersen Parkway in 2016. The state grant is from the Active Transportation Program (ATP) and the federal grant is from the Congestion Mitigation and Air Quality Improvements (CMAQ) program. Since 2017, staff has worked on the preliminary design, environmental, and final design for this project.

On January 17, 2019, two (2) bids were received for City Project No. 16-58 "Christoffersen Parkway Bike Improvements." Chrisp Company, of Stockton, California was the lowest responsible bidder with a bid amount of \$396,829.25.

Bid Summary:

COMPANY NAME	BID AMOUNT
Chrisp Company	\$396,829.25
Hobbs Construction, Inc.	\$411,855.50

Christoffersen Parkway currently has no dedicated bicycle facilities. The scope of work of this project involves installing buffered bike lanes along Christoffersen, connecting the new bicycle lanes to Cal State Stanislaus along Crowell Road, and connecting to the Taylor Road Bike Path on North Tegner Road. The project includes a non-infrastructure component that consists of bike encouragement, education, and enforcement. After the project, staff will be working to promote safe bicycle use of the new facilities.

Staff has evaluated the bids and recommends award of bid to the low bidder.

4. BASIS FOR RECOMMENDATION:

- A. Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsive and responsible bidder.
- B. This project has been awarded funding through the state Active Transportation Program (ATP) and the federal Congestion Mitigation and Air Quality Improvements program and these improvements are needed.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

Fiscal Impact:

Total Project Cost	Contractor Bid Cost	Construction Contingency	Construction Engineering, Materials Testing, Surveying, and Contract Administration	Preliminary Engineering
\$523,828.44	\$396,829.25	\$39,682.93	\$65,476.83	\$21,839.44

This project is funded in part from the Congestion Mitigation and Air Quality Improvements (CMAQ) program, a federal-aid program for the purpose of providing infrastructure to reduce congestion and traffic on public roads and increase air quality.

Project funding is anticipated to be as follows:

Federal Aid (CMAQ)	\$192,000.00
State Aid (ATP)	\$264,000.00
Non-motorized Funds	\$ 67,828.44
TOTAL PROJECT COST	\$523,828.44

Budget Amendment:

Appropriating \$67,380 to account numbers 216-40-422.48001_295 "Transfers out Fd215 P1658 Christoffersen Bike" and 215-40-420.38001_295 "Transfers in Fd215 P1658 Christoffersen Bike" to be funded from Fund 216 "Non-motorized LTF" unallocated reserves to provide local match funding for City Project No. 16-58 "Christoffersen Parkway Bike Improvements."

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

On January 9, 2018, City council determined this project exempt from the provisions of the California Environmental Quality Act (CEQA). This award does not affect that previous determination.

8. ALTERNATIVES:

- A. Council could choose to reject all bids submitted for this project. Staff does not recommend this alternative because federal CMAQ and state ATP funding is available and will be lost if not used for this project.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING \$67,830	}	RESOLUTION NO. 2019-
TO ACCOUNT NUMBERS 216-40-422.48001_295	}	
"TRANSFERS OUT FD215 P1658	}	
CHRISTOFFERSEN BIKE" AND	}	
215-40-420.38001_295 "TRANSFERS IN FD215	}	
P1658 CHRISTOFFERSEN BIKE"	}	
TO BE FUNDED FROM FUND	}	
216 "NON-MOTORIZED LTF" UNALLOCATED	}	
RESERVES TO PROVIDE LOCAL MATCH	}	
FUNDING FOR CITY PROJECT NO. 16-58	}	
"CHRISTOFFERSEN PARKWAY BIKE	}	
IMPROVEMENTS"	}	

WHEREAS, by separate action, Council is requested to approve an agreement for construction with Chrisp Company, of Stockton, California for City Project No. 16-58 "Christoffersen Parkway Bike Improvements"; and

WHEREAS, Federal Congestion Mitigation and Air Quality Improvements (CMAQ) funding is available for the project in the amount of \$192,000.00; and

WHEREAS, State Active Transportation Program (ATP) funding in is available for the project in the amount of \$264,000.00; and

WHEREAS, total project costs are estimated to be \$523,828.44; and

WHEREAS, additional local match funds are needed in the amount of \$67,830 to fully fund the project; and

WHEREAS, additional local match funds are available in Fund 216 "Non-motorized LTF" reserve; and

WHEREAS, Non-motorized LTF funds must be used for bicycle and pedestrian projects; and

WHEREAS, this project is an allowed use of Non-motorized LTF funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$67,830 to account numbers 216-40-422.48001_295 "Transfers out Fd215 P1658 Christoffersen Bike" and 215-40-420.38001_295 "Transfers in Fd215 P1658 Christoffersen Bike" to be funded from Fund 216 "Non-motorized LTF" unallocated reserves to provide local match funding for City Project No. 16-58 "Christoffersen Parkway Bike Improvements".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of March, 2019, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 16-58 Christoffersen Parkway Class II Bicycle Improvements ATPCML-5165 (085)

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

CHRISP COMPANY
43650 OSGOOD RD
FREMONT, CA 94539

hereinafter called "Contractor" on this 12th day of March, 2019 (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 pursuant to Public Contract Code § 20164.

C On March 12, 2019, 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 as the lowest responsive and 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 as follows:

The work consists, in general, of: Remove existing striping, install new striping, minor concrete, and grind and pave asphalt 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 project specifications, drawings and these special provisions.

The 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 by reference 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 regarding the terms of the Contract, 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, or designated agent, and under his/her 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 entitled, "General Conditions and Special Provisions for **City Project No. 16-58, "Christoffersen Parkway Class II Bicycle Improvements ATPCML-5165 (085)."**

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 set forth above in Section 1, Scope of Work, an amount not to exceed **Three Hundred Ninety-Six Thousand Eight Hundred Twenty-Nine and 25/100ths Dollars (\$396,829.25)**. Said amount shall be paid in installments as hereinafter provided.

6. **TIME FOR PERFORMANCE:**

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Twenty Five (25)** 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, to the City Engineer. It is understood that the City Engineer shall not consider any such requests if not filed within the time set forth above in this section.

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 Contract, 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 **One Thousand One Hundred Ninety and no/100ths Dollars (\$1,190.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as 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 provide timely written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the Contract; 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 Contract 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. Contractor and City agree to comply with the claims resolution procedures set forth in Public Contract Code § 9204 when applicable.

Any submission of a claim by Contractor must comply with the requirements of Public Contract Code §9204. Upon receipt of a claim pursuant to this section, the City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City and Contractor may, by mutual agreement, extend the time period provided in this subdivision. The Contractor shall furnish reasonable documentation to support the claim. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the Contractor disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the claimant sharing the associated costs equally. The City and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Notwithstanding any claim, dispute or other disagreement between the City and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents, the Contractor shall proceed diligently with performance of the Work in accordance with the City's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

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.

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Turlock shall provide notice to the DIR of the award of any public works contract subject to the requirements of Chapter 1 of the Labor Code, within five days of the award. The notice shall be transmitted electronically in a format specified by the DIR (see <https://www.dir.ca.gov/pwc100ext/>) and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, jobsite location, and any additional information the DIR specifies that aids in the administration and enforcement of this chapter.

Prevailing wage rates are required to be posted at the jobsite by the Contractor.

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 project at all times during construction and performance of work under the Contract, 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:

The City, at any time, by written order, may make changes within the general scope of the work under the Contract or issue additional instructions, require additional work or direct deletion of work. The Contractor shall not proceed with any change involving an increase or decrease in the Contract price or the Contract time without prior written authorization from the City. The foregoing notwithstanding, the Contractor shall promptly commence and diligently complete any change to the work subject to the City's written authorization issued pursuant to the preceding sentence; the Contractor shall not be relieved or excused from its prompt commencement if necessary, and diligent completion of any change subject to the City's written authorization by virtue of the absence or inability of the Contractor and the

City to agree upon the extent of any adjustment to the Contract time or the Contract price on account of such change. The issuance of a Change Order pursuant to this Section in connection with any change authorized by the City under this Section shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by the City hereunder. The City's right to make changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Any requirement of notice of Changes in the scope of Work to the Surety shall be the responsibility of the Contractor.

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

16. CHANGE OF CONTRACT PRICE:

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

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

FORCE ACCOUNT

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

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

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

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

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

Labor

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 5 percent markup, as set forth below, and consistent with the California Labor Code. Force account labor payment consists of:

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

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

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

Materials

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

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

Equipment Rental

Equipment rental payment is full compensation for:

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

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

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

The Engineer determines rental costs:

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

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

Equipment rental rates include the cost of:

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

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

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

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

Equipment on the Job Site

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

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed

2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
 - 3.1. Hourly rates are paid in 1/2-hour increments
 - 3.2. Daily rates are paid in 1/2-day increments

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

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

**Equipment Rental
Hours**

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00

6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

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

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

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

Non-Owner-Operated Dump Truck Rental

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

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

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

17. CHANGE OF CONTRACT TIME:

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

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

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

18. INSPECTION AND TESTING OF MATERIALS:

Contractor shall notify City a sufficient time in advance of the manufacture of production materials to be supplied by Contractor under this contract in order for City to 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.

Monthly progress payments in the amount of 95 percent of the value of the work will be made to the Contractor based on this estimate and the schedule of prices contained in the accepted bid. The remaining 5 percent will be retained by the City as partial security for the fulfillment of the contract except that at any time after fifty (50) percent of the work has been completed, if the City Engineer finds that satisfactory progress is being made and the projects critical path of work are on schedule, the City may discontinue any further retention. Such discontinuance will only be made upon the written request of the Contractor. The City may, at any time the City Engineer finds that satisfactory progress is not being made, again institute retention of five (5) percent as specified above. Payment will be made as soon as possible after the preparation of the estimate.

No estimate or payment shall be made if, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than \$1,000. No progress payments will be made if the time allotted for the job is 30 working days or less.

Additionally, as a precondition to City's progress payments hereunder, Contractor shall provide to City, prior to payment, unconditional waivers and releases of stop notices pursuant to Civil Code §8128 et seq. from each Subcontractor and materials supplier. The form of said waivers and releases shall be as set forth in Civil Code §3262(d)(2).

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. INDEMNIFICATION:

Indemnity for Professional Liability: When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Contractor (and its Subcontractors) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Contractor (and its Subcontractors) and the City in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify City for the City's own negligence or for the negligence of others.

Indemnity for other than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or agency for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

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. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

- (a) General Liability Insurance: Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Contractor's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.
- (b) Workers' Compensation Insurance: Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
- (c) Auto Insurance: Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.
- (d) Contractors Pollution Insurance: Pollution Coverage shall be provided on a Contractors Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than one million dollars (\$1,000,000) per claim. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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.

(j) 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.

(k) 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 95380-5461**

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

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

31. CITY CONTRACT ADMINISTRATOR:

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

Randall Jones
Development Services Department
156 S. Broadway, Suite 150
Turlock, California 95380-5461
Telephone: (209) 668-5599 ext 4421
E-mail: rjones@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. Non-segregated 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 Government-wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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.

II. NONDISCRIMINATION

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.

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 (28 CFR 35, 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 28 CFR 35 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.

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 FHWA-1391. 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.

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.

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.

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. 1020 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.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 57 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.

CHRISP COMPANY

By: _____

Print Name

Address: _____

Phone: _____

Date: _____

Federal Tax ID or Social Security No:

DIR Registration Number:

Attach Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

By: _____
Robert C. Lawton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Nathan Bray, P.E., Interim Development
Services Director / City Engineer

APPROVED AS TO FORM:

By: _____
Jose M. Sanchez, Interim City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Pursuant to Section 2.1 of the Contract, the Contractor certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signed: _____

Date: _____

(Typed or Printed Name)

Business Address (Street Address, City, State & Zip Code):

Business Phone: () _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to _____, hereinafter designated as the "Principal," a contract for **Project No. 16-58, "Christoffersen Parkway Class II Bicycle Improvements ATPCML-5165 (085);** and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the Principal, and _____ as Surety, are held and firmly bound unto the City of Turlock in the penal sum of _____ (\$_____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or Principal's heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall defend, indemnify and save harmless the City of Turlock, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other contract documents, no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder, or to the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of additions to the terms of the Contract to the work, or to the specifications.

The City reserves the right to refuse use of any Contractor assigned by any surety to complete the work.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

Phone No.: () _____ Fax No.: () _____

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.

(Seal)

Witness _____

Approved as to form:

Risk Manager

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to _____, hereinafter designated as the "Principal", a contract for **Project No. 16-58, "Christoffersen Parkway Class II Bicycle Improvements ATPCML-5165 (085);** and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Turlock in the sum of _____ (\$_____), said sum being equal to the estimated amount payable by said City of Turlock under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, or Principal's heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender, or other supplies, implements, or machinery 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 Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from these wages of employees of the Contractor and Contractor's subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3138 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other Contract Documents, no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed there under, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) **Principal** _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** _____

Address _____

Phone No.: () _____ Fax No.: () _____

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.

(Seal) **Witness** _____

Approved as to form:

Risk Manager

**ESCROW FOR SECURITY DEPOSIT
IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between the **City of Turlock**, whose address is 156 S. Broadway, Turlock, CA, 95380, hereinafter called "City", _____, whose address is _____, hereinafter called "Contractor", and _____, whose address is _____, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the construction contract entered into between the City and Contractor for **Project No. 16-58, "Christoffersen Parkway Class II Bicycle Improvements ATPCML-5165 (085)** in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as substitute for Contract earnings, the Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract amount between the City and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

The Contractor shall select and initial one of the following options:

2. [] The City shall make progress payments to the Contractor for such funds that otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above,

OR

3. [] The City shall make payment of retentions earned directly to the Escrow Agent. The Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investments of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned shall be for the sole use of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.
6. Contractor shall have the right to withdraw all or any part of the principal in the escrow account only by written notice to Escrow Agent accompanied by written authorization from City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven day's written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.
8. Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the escrow account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to Sections (5) to (8) inclusive, of this agreement and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. Contractor authorizes the Escrow Agent to issue monthly statements of the status of the funds held in the escrow account to the City. Escrow Agent shall issue said statements on a monthly basis and mail to: City of Turlock, ATTN: Finance Department, 835 East 14th Street, Turlock, CA 94577.
11. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

On behalf of City:

Title

Name

On behalf of Contractor:

Title

Name

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the escrow account is opened, the City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their proper officers on the date first set forth above.

City:

Title

Name

Signature

Address

Contractor:

Title

Name

Signature

Address



City Council Staff Report

March 12, 2019

From: Nathan Bray, P.E.,
Interim Development Services Director/City Engineer

Prepared by: Randall Jones, Assistant Engineer

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining City Project No. 16-59 "Intersection Improvements at West Main Street and West Avenue" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines

Motion: Awarding bid and approving an Agreement in the amount of \$342,452 (Fund 215) with Tim Paxin's Pacific Excavation, Inc., of Elk Grove, California, for City Project No. 16-59 "Intersection Improvements at West Main Street and West Avenue"

2. SYNOPSIS:

Making the CEQA determination, awarding bid and approving an agreement for construction of intersection improvements at West Main Street and West Avenue.

3. DISCUSSION OF ISSUE:

The City of Turlock applied for and was awarded a Congestion Mitigation and Air Quality Improvements (CMAQ) grant to install a traffic signal at the intersection of West Main Street and West Avenue in 2014. Since 2017, staff has worked on the preliminary design, environmental, and final design for this project.

City staff advertised this project on December 12, 2018 through the Turlock Journal and on the City's website for construction projects. On January 8, 2019, three (3) bids were received for City Project No. 16-59 "Intersection Improvements at West Main Street and West Avenue." Tim Paxin's Pacific Excavation, Inc., of Elk Grove, California was the lowest responsible bidder with a bid amount of \$342,452.

Bid Summary:

COMPANY NAME	BID AMOUNT
Tim Paxin's Pacific Excavation, Inc.	\$342,452
St. Francis Electric	\$344,000
Tennyson Electric	\$369,949

West Main Street and West Avenue is currently configured as a two-way stop controlled four-leg intersection with stop signs on West Avenue. The scope of work of this project involves signalization of the intersection including roadway and safety lighting.

Staff has evaluated the bids and recommends award of bid to the low bidder.

4. BASIS FOR RECOMMENDATION:

- A. Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsive and responsible bidder.
- B. This project has been awarded funding through the federal Congestion Mitigation and Air Quality Improvements program and must be used for this project.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

Fiscal Impact:

Total Project Cost	Contractor Bid Cost	Construction Contingency	Construction Engineering, Surveying, Materials Testing, and Contract Administration	Preliminary Engineering
\$462,368.87	\$342,452.00	\$34,245.20	\$56,504.58	\$29,167.09

This project is funded from the Congestion Mitigation and Air Quality Improvements (CMAQ) program, a federal-aid program for the purpose of providing infrastructure to reduce congestion and traffic on public roads and increase air quality. The CMAQ funding available for this project is \$462,555.

Staff has conferred with Finance in the development of this staff report.

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines exempts projects that involve negligible expansion of use of the existing facility. This project includes a no expansion of existing facilities.

8. ALTERNATIVES:

- A. Council could choose to reject the environmental determination. Staff does not recommend this alternative as an environmental determination is required to be made in accordance with CEQA.
- B. Council could choose to reject all bids submitted for this project. Staff does not recommend this alternative because federal CMAQ funding is available and will be lost if not used for this project.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING CITY }
PROJECT NO. 16-59 "INTERSECTION }
IMPROVEMENTS AT WEST MAIN STREET AND }
WEST AVENUE" IS EXEMPT FROM THE }
PROVISIONS OF THE CALIFORNIA }
ENVIRONMENTAL QUALITY ACT (CEQA) IN }
ACCORDANCE WITH SECTION 15301 }
(EXISTING FACILITIES) OF THE CEQA }
GUIDELINES }

RESOLUTION NO. 2019-

WHEREAS, the subject project involves installation of a new traffic signal; and

WHEREAS, the California Environmental Quality Act (CEQA) requires that the lead agency for the project make a determination as to whether an activity is subject to CEQA; and

WHEREAS, Section 15301 (Existing Facilities) of the CEQA Guidelines categorically exempts projects that involve negligible expansion of use of the existing facility (roadway); and

WHEREAS, the project scope involves no expansion of the roadway and does not alter the existing use.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine City Project No. 16-59 "Intersection Improvements at West Main Street and West Avenue" is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 12th day of March, 2019, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 16-59

**Intersection Improvements at West Main Street and West Avenue
CML-5165 (086)**

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

**TIM PAXIN'S PACIFIC EXCAVATION INC.
9796 KENT STREET
ELK GROVE, CA 95624**

hereinafter called "Contractor" on this 12th day of March, 2019 (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 pursuant to Public Contract Code § 20164.

C On March 12, 2019, 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 as the lowest responsive and 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 as follows:

The work consists, in general, of: Install traffic signal system including handwells, conduit, electrical boxes, loop detectors, 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 project specifications, drawings and these special provisions.

The 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 by reference 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 regarding the terms of the Contract, 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, or designated agent, and under his/her 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 entitled, "General Conditions and Special Provisions for **City Project No. 16-59, "Intersection Improvements at West Main Street and West Avenue CML-5165 (086)."**

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 set forth above in Section 1, Scope of Work, an amount not to exceed **Three Hundred Forty-Two Thousand Four Hundred Fifty-Two and 00/100ths Dollars (\$342,452.00)**. Said amount shall be paid in installments as hereinafter provided.

6. Time For Performance:

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Twenty Five (25)** 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, to the City Engineer. It is understood that the City Engineer shall not consider any such requests if not filed within the time set forth above in this section.

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 Contract, 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 **One Thousand Three Hundred Fifty and no/100ths Dollars (\$1350.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as 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 provide timely written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the Contract; 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 Contract 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. Contractor and City agree to comply with the claims resolution procedures set forth in Public Contract Code § 9204 when applicable.

Any submission of a claim by Contractor must comply with the requirements of Public Contract Code §9204. Upon receipt of a claim pursuant to this section, the City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City and Contractor may, by mutual agreement, extend the time period provided in this subdivision. The Contractor shall furnish reasonable documentation to support the claim. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the Contractor disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the claimant sharing the associated costs equally. The City and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Notwithstanding any claim, dispute or other disagreement between the City and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents, the Contractor shall proceed diligently with performance of the Work in accordance with the City's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

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.

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Turlock shall provide notice to the DIR of the award of any public works contract subject to the requirements of Chapter 1 of the Labor Code, within five days of the award. The notice shall be transmitted electronically in a format specified by the DIR (see <https://www.dir.ca.gov/pwc100ext/>) and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, jobsite location, and any additional information the DIR specifies that aids in the administration and enforcement of this chapter.

Prevailing wage rates are required to be posted at the jobsite by the Contractor.

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 project at all times during construction and performance of work under the Contract, 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:

The City, at any time, by written order, may make changes within the general scope of the work under the Contract or issue additional instructions, require additional work or direct deletion of work. The Contractor shall not proceed with any change involving an increase or decrease in the Contract price or the Contract time without prior written authorization from the City. The foregoing notwithstanding, the Contractor shall promptly commence and diligently complete any change to the work subject to the City's written authorization issued pursuant to the preceding sentence; the Contractor shall not be relieved or excused from its prompt commencement if necessary, and diligent completion of any change subject to the City's written authorization by virtue of the absence or inability of the Contractor and the City to agree upon the extent of any adjustment to the Contract time or the Contract price

on account of such change. The issuance of a Change Order pursuant to this Section in connection with any change authorized by the City under this Section shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by the City hereunder. The City's right to make changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Any requirement of notice of Changes in the scope of Work to the Surety shall be the responsibility of the Contractor.

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

16. Change Of Contract Price:

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

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

FORCE ACCOUNT

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

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

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

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

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

Labor

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 5 percent markup, as set forth below, and consistent with the California Labor Code. Force account labor payment consists of:

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

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

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

Materials

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

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

Equipment Rental

Equipment rental payment is full compensation for:

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

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

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

The Engineer determines rental costs:

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

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

Equipment rental rates include the cost of:

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

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

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

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

Equipment on the Job Site

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

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:

- 3.1. Hourly rates are paid in 1/2-hour increments
- 3.2. Daily rates are paid in 1/2-day increments

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

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

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

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

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

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

Non-Owner-Operated Dump Truck Rental

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

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

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

17. Change Of Contract Time:

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

- (a) Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and Engineer; or
- (b) Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
 - a. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes,

shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within 15 days from the beginning of that delay; or

- b. where the delay is caused by actions beyond the control of Contractor; or
- c. where the delay is caused by actions or failure to act by Engineer.

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

18. Inspection And Testing Of Materials:

Contractor shall notify City a sufficient time in advance of the manufacture of production materials to be supplied by Contractor under this contract in order for City to 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.

Monthly progress payments in the amount of 95 percent of the value of the work will be made to the Contractor based on this estimate and the schedule of prices contained in the accepted bid. The remaining 5 percent will be retained by the City as partial security for the fulfillment of the contract except that at any time after fifty (50) percent of the work has been completed, if the City Engineer finds that satisfactory progress is being made and the projects critical path of work are on schedule, the City may discontinue any further retention. Such discontinuance will only be made upon the written request of the Contractor. The City may, at any time the City Engineer finds that satisfactory progress is not being made, again institute retention of five (5) percent as specified above. Payment will be made as soon as possible after the preparation of the estimate.

No estimate or payment shall be made if, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than \$1,000. No progress payments will be made if the time allotted for the job is 30 working days or less.

Additionally, as a precondition to City's progress payments hereunder, Contractor shall provide to City, prior to payment, unconditional waivers and releases of stop notices pursuant to Civil Code §8128 et seq. from each Subcontractor and materials supplier. The form of said waivers and releases shall be as set forth in Civil Code §3262(d)(2).

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. Indemnification:

Indemnity for Professional Liability: When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any

and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Contractor (and its Subcontractors) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Contractor (and its Subcontractors) and the City in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify City for the City's own negligence or for the negligence of others.

Indemnity for other than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or agency for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

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. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

- (a) General Liability Insurance: Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Contractor's general liability policies shall be primary and not seek contribution from the City's coverages, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

- (b) Workers' Compensation Insurance: Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
- (c) Auto Insurance: Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.
- (d) Builder's Risk Insurance: Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. Policy shall be provided for replacement value on an "all-risk" basis. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site, whether provided from within a Builder's Risk policy or through the addition of an Installation Floater. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.
- (e) Contractors Pollution Insurance: Pollution Coverage shall be provided on a Contractors Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than one million dollars (\$1,000,000) per claim. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.
- (f) Professional Liability Insurance: When applicable, Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Contractor agrees to

maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

- (g) 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.
- (h) 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.
- (i) 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.

- (j) 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.
- (k) 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.
- (l) 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.
- (m) 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 95380-5461**

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

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

31. CITY CONTRACT ADMINISTRATOR:

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

Randall Jones
Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5461
Telephone: (209) 668-6021
E-mail: RJones@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. Non-segregated 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 Government-wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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.

II. NONDISCRIMINATION

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.

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 (28 CFR 35, 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 28 CFR 35 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.

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 FHWA-1391. 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 contacting 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.

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.

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.

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. 1020 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.

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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.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is

situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 58 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.

TIM PAXIN'S PACIFIC EXCAVATION

By: _____

Print Name

Address: _____

Phone: _____

Date: _____

Federal Tax ID or Social Security No:

DIR Registration Number:

Attach Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

By: _____

Robert C. Lawton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____

Nathan Bray, Interim City Engineer

APPROVED AS TO FORM:

By: _____

Jose M. Sanchez, Interim City Attorney

ATTEST:

By: _____

Jennifer Land, City Clerk

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Pursuant to Section 2.1 of the Contract, the Contractor certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signed: _____

Date: _____

(Typed or Printed Name)

Business Address (Street Address, City, State & Zip Code):

Business Phone: () _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to _____, hereinafter designated as the "Principal," a contract for **Project No. 16-59, "Intersection Improvements at West Main Street and West Avenue CML-5165 (086);** and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the Principal, and _____ as Surety, are held and firmly bound unto the City of Turlock in the penal sum of _____ (\$_____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or Principal's heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall defend, indemnify and save harmless the City of Turlock, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other contract documents, no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder, or to the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of additions to the terms of the Contract to the work, or to the specifications.

The City reserves the right to refuse use of any Contractor assigned by any surety to complete the work.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

Phone No.: () _____ Fax No.: () _____

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.

(Seal)

Witness _____

Approved as to form:

Risk Manager

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to _____, hereinafter designated as the "Principal", a contract for **Project No. 16-59, "Intersection Improvements at West Main Street and West Avenue CML-5165 (086);** and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Turlock in the sum of _____ (\$_____), said sum being equal to the estimated amount payable by said City of Turlock under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, or Principal's heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender, or other supplies, implements, or machinery 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 Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from these wages of employees of the Contractor and Contractor's subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3138 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other Contract Documents, no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed there under, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) **Principal** _____
By _____
Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** _____
Address _____
Phone No.: () _____ Fax No.: () _____

By _____
Attorneys-in-Fact
Title _____

(Attach Notarial Acknowledgment)

NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.

(Seal) **Witness** _____

Approved as to form:

Risk Manager

**ESCROW FOR SECURITY DEPOSIT
IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between the **City of Turlock**, whose address is 156 S. Broadway, Turlock, CA, 95380, hereinafter called "City", _____, whose address is _____, hereinafter called "Contractor", and _____, whose address is _____, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the construction contract entered into between the City and Contractor for **Project No. 16-59, "Intersection Improvements at West Main Street and West Avenue CML-5165 (086)** in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as substitute for Contract earnings, the Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract amount between the City and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

The Contractor shall select and initial one of the following options:

2. ☐ The City shall make progress payments to the Contractor for such funds that otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above,

OR

3. ☐ The City shall make payment of retentions earned directly to the Escrow Agent. The Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investments of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned shall be for the sole use of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.
6. Contractor shall have the right to withdraw all or any part of the principal in the escrow account only by written notice to Escrow Agent accompanied by written authorization from City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven day's written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.
8. Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the escrow account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to Sections (5) to (8) inclusive, of this agreement and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. Contractor authorizes the Escrow Agent to issue monthly statements of the status of the funds held in the escrow account to the City. Escrow Agent shall issue said statements on a monthly basis and mail to: City of Turlock, ATTN: Finance Department, 835 East 14th Street, Turlock, CA 94577.
11. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

On behalf of City:

Title

Name

On behalf of Contractor:

Title

Name

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the escrow account is opened, the City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their proper officers on the date first set forth above.

City:

Title

Name

Signature

Address

Contractor:

Title

Name

Signature

Address

City Council Staff Report

March 12, 2019



From: Nathan Bray, P.E.
Interim Development Services Director/ City Engineer

Prepared by: Randall Jones, Assistant Engineer

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 3, in the amount of \$76,341.48, for City Project No. 17-30 "West Main Corridor Rehabilitation," bringing the contract total to \$7,628,533.44

2. SYNOPSIS:

Approving Contract Change Order No. 3 in the amount of \$76,341.48.

3. DISCUSSION OF ISSUE:

On May 22, 2018, the City Council approved an agreement to Teichert Construction, Inc. of Roseville, California for the construction of City Project No. 17-30 "West Main Corridor Rehabilitation."

Construction started in July 2018. During the progress of work, conflicts were discovered. Change order 1 and 2 were issued by the City Engineer in accordance with the change order policy, Resolution 2009-246.

Contract Change Order No. 3 includes the following items of work.

- **Fire Hydrant Asbestos Concrete Lateral Removal (\$22,474)**

Construction plans included installing a new fire hydrant at the corner of Alaska Road and West Main Street. During construction, the contractor located an existing asbestos concrete (AC) water lateral that was in conflict with the new fire hydrant. A portion of the AC water lateral was abandoned. It is the City's desire to remove AC water lines when possible. Therefore, staff directed the contractor to remove the old AC water lateral.

- **Pedestrian Push Button Installation (\$3,450)**

Construction plans included installing a new pedestrian refuge island at the southeast corner of Walnut Road and West Main Street. After the construction of the new island, the existing pedestrian push button was out of compliance with the American with Disabilities Act (ADA) requirements. Therefore, staff directed the contractor to install a new push button to meet ADA requirements.

- **Median Turn Pocket Grading and Tree Removal (\$7,989.19)**

Original construction plans included installing a new island between Soderquist Road and West Avenue. On September 25, 2018, Council approved a change to the plans to install a median turn pocket at intersection of Radio Street and West Main Street. This item is for the extra grading and tree removal required for the turn pocket installation. An estimated additional \$16,000 in extra bid item materials will be added at the end of the project to pay for the additional bid items associated with the decision.

- **8" Asbestos Concrete Water Main Removal (\$38,465)**

Construction plans included replacing an existing sewer line with a new 21" sewer line. The existing sewer line was in close proximity to an existing 8" AC water main. The Contractor proposed relocating the new sewer line 13 feet to the south. However, the contractor is still required to remove the now abandoned line. Due to the close proximity and the City's desire to remove AC water lines when possible, staff will direct the contractor to remove the ACE waterline when completing the removal of the sewer line.

- **Unmarked Utility Lines – Stand-by Time (\$1,263.60)**

The contractor located an unmarked utility in the field. This change order is for the stand-by time while City staff investigated the unmarked lines.

Project Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$ 7,465,000.00	May 22, 2018
Change Order No. 1	\$ 53,714.63	Approved by City Engineer
Change Order No. 2	\$ 33,477.33	Approved by City Engineer
Change Order No. 3	\$ 76,341.48	March 12, 2019
Adjusted Total Contract	\$ 7,628,533.44	

4. BASIS FOR RECOMMENDATION:

- A. City Policy is the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5%, and all other change orders must be approved by the City Council.
- B. Contract Change Order No. 3 is necessary due to additional work required to construct the project per City standards and achieve ease of maintenance of the completed facility.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

Sufficient contingency funds were budgeted to cover change order items such as this at the Award of Bid. The project account number 218-40-426.51270 "Measure L - Construction Project". No additional budget amendment is needed.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

On May 16, 2017, the City Council determined this project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines. This action does not modify that determination; therefore, no additional determination is needed.

8. ALTERNATIVES:

- A. Council could choose to not approve Contract Change Order No. 3. Staff does not recommend this alternative as the additional work is necessary to provide a transportation facility that meets City Standards and the needs of the public.

City Council Staff Report

March 12, 2019



From: Nathan Bray, P.E.,
Interim Development Services Director/City Engineer

Prepared by: Wayne York, Transit Manager

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing issuance of a Request for Proposals (RFP) for a transit advertising consultant to administer an advertising program upon Turlock Transit buses and bus shelters, as well as other transit-related equipment or facilities in the future, for a term not to exceed four (4) years

Motion: Authorizing the City Manager, or his designee, to issue a written notice of voluntary termination to Stott Outdoor Advertising regarding City Contract No. 15-077 with a new effective termination date of June 30, 2019

2. SYNOPSIS:

Authorizing the issuance of an RFP to solicit proposals from qualified transit advertising consultants to manage and administer an advertising program for Turlock Transit and authorizing the voluntary termination of the existing agreement for advertising services to ensure there is not an overlap in contracts.

3. DISCUSSION OF ISSUE:

The City of Turlock, through Turlock Transit, provides fixed-route and demand-response (Dial-A-Ride) transit service to the citizens of Turlock, as well as demand-response service to the community of Denair. While some passengers use the service due to its convenience, affordability, or desire to contribute to sustainable transportation, many passengers rely on public transit as their only available method of transportation. These passengers rely on public transit to reach key points of interest in the community such as school, work, recreational activities or the Roger K. Fall Transit Center, where they can transfer to one of two regional providers: Merced County (The Bus) or Stanislaus County (StaRT).

In order to provide these services, Turlock Transit is required by the Transportation Development Act (TDA) to meet a financial performance standard generally referred to as a "fare recovery ratio." This requirement stipulates that the City, as an urban transit provider, collects at least 20% of its total operating costs through "local revenue," which includes non-State and non-Federal grant sources. These local revenue sources include fares from passengers, transit funding agreements with third-parties, local tax measures such as Measure L, and advertising revenue.

In July 2015 the City Council awarded an agreement to Stott Outdoor Advertising (Stott), which has been managing the advertising program on the exterior of City buses since that time. This agreement is all-inclusive, with Stott making arrangements with local customers, designing and printing the ads, as well as installing and removing the ads upon City buses. In exchange, the City receives monthly revenue from Stott that reflects the greater of either a fixed percentage of the sales or a minimum, guaranteed monthly amount. Initially this revenue was not allowed to be considered as "local revenue" for the purpose of meeting the fare recovery standard, but changes in the TDA in the months following this agreement with Stott changed that and allowed for advertising payments to be counted as "local revenue." The agreement with Stott was originally slated to end in July 2018, but the City Council elected to exercise the extension option in the contract to continue services with Stott.

As the cost for providing transit services increases annually, and in consideration of the City's agreement with Storer Transit Systems that resulted in a more costly operations and management contract, it is important that all eligible "local revenue" funding sources be fully explored. Therefore, City staff is recommending the issuance of a Request for Proposals (RFP) for a transit advertising consultant that will manage and administer an advertising program for Turlock Transit for a four (4) year period beginning July 1, 2019 and continuing through June 30, 2023.

This RFP would be similar as the previous RFP in that it would provide an opportunity to manage an advertising program on the exterior of Turlock Transit buses. However, the new RFP varies in a few key ways:

- includes managing an advertising program on bus shelters, expanding the program and increasing the revenue received by the City; and
- reduces the surface area of the available advertising space on buses in an effort to strike a better balance between ad revenue and branding; and
- proposes options to allow for City ads, such as those promoting City sponsored special events or City-backed initiatives.

If approved, the RFP would be released the following day to the general public, while also sent directly to Stott, the existing consultant. City staff anticipates providing at least one month for prospective proposers to prepare and submit their proposals before tentatively selecting a consultant for award. City staff anticipates providing the recommendation to the City Council for their consideration no later than June 2019. City staff is also recommending approval for early termination of the existing

agreement with Stott to ensure that there is no overlap between the two agreements, as well as to return the contract term to one that aligns with the City's fiscal year.

4. BASIS FOR RECOMMENDATION:

- A. A new agreement would provide a mechanism for advertising on bus shelters, as well as clarifying available ad space on buses.
- B. Revenue received through advertising services can be counted as "local revenue" for the purpose of meeting fare recovery requirements.
- C. New agreement will align with City fiscal years, which assists with budgeting.

5. FISCAL IMPACT / BUDGET AMENDMENT:

None. There are no fiscal impacts in soliciting proposals from qualified vendors. In the event the City elects to award a new contract to the selected proposer the fiscal impacts will be provided in that staff report. As a revenue contract, the City is expected to generate funds that can be used for meeting fare recovery requirements.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) of the CEQA guidelines. This action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.

8. ALTERNATIVES:

- A. Elect to not issue an RFP and suspend all transit advertising. While this may provide more aesthetically pleasing bus exteriors and bus shelters, allowing for Turlock Transit branding to increase in prominence, it would reduce a critical revenue stream that would impact Turlock Transit's ability to provide services at current levels. Therefore, City staff does not recommend this alternative.
- B. Elect to not issue an RFP and direct City staff to manage and implement an advertising program. City staff does not recommend this approach due to a lack of staff time, design resources and tools, and expertise needed to manage the complexities associated with an advertising program of this nature.



City of Turlock
Development Services Department
Transit Division

Request for Proposals No. 19-010

RFP for Transit Advertising Services

The purpose of this Request for Proposals is to obtain a multi-year, revenue contract with a qualified firm for the development, provision, and management of an advertising program on City-owned buses, bus shelters, and future transit amenities.

Submit Proposals to:
City of Turlock
Development Services Department
Transit Division
Attention: Wayne York
156 South Broadway, Suite 150
Turlock, CA 95380

Proposal Submission Deadline
Tuesday, April 16, 2019
4:00 p.m. PST

Questions with regard to submissions, process or proposals can be directed to:
Wayne York, Transit Manager
Development Services Department, Transit Division
156 South Broadway, Suite 150
Turlock, CA 95380
(209) 668-6039
wyork@turlock.ca.us



DEVELOPMENT SERVICES TRANSIT DIVISION

156 S. BROADWAY, SUITE 150 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5520 | FAX 209-668-5563

Introduction

The City of Turlock is accepting proposals from qualified firms to develop, implement, and manage a revenue-generating advertising program on City owned transit amenities such as buses and bus shelters, as well as future transit amenities if and when they are implemented by the City in the future. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Proposals (RFP).

City of Turlock will utilize the "Best Value" method of procurement, in conformance with applicable procurement guidelines. Respondents to this RFP should demonstrate an understanding of the work to be performed.

Background

Located 100 miles south of Sacramento, CA, Turlock is the second largest city in Stanislaus County. It has a population of over 72,000 people within just over 13 square miles.

The primary objective of the Turlock transit system is to provide affordable and adequate transportation for the general population, especially for those citizens who are transit dependent. As our population has grown, the need for increased transit transportation has also grown. To meet this growing need the City has created two separate services operating under the name Turlock Transit: (1) a fixed route bus system and (2) a reservation-based, demand-response (Dial-a-Ride) transit service.

The fixed route system began service on November 23, 1998 and has undergone modifications and improvements since that time. The most significant of these changes occurred in January 2017 through a variety of changes, including:

- Realigned fixed routes to better meet passenger demands;
- Addition of two new routes;
- Increased operating hours and frequency of service;
- Large portions of bi-directional service

The six existing fixed routes are designed based upon current ridership, and major designations. Highest priority was given to those areas with high density residential and low income neighborhoods. The routes are designed to serve the southern part of the city connecting residents to the two high schools, downtown and other large shopping centers. The routes also serve County regional transit (StaRT) stops, two junior high schools, and eight elementary schools. To increase ridership, the City provides transit information on its website, brochures, posters and paid advertisements to make its services known. Currently, the City operates seventeen vehicles which provides service

to approximately 16 square miles, and includes the nearby community of Denair, CA. City transit service operates six days a week, from 6:00 a.m. to 9:00 p.m., Monday through Friday, and from 9:00 a.m. to 7:00 p.m. on Saturdays.

The City offers Americans with Disabilities Act (ADA) paratransit services through its reservation-based Dial-a-Ride program to qualifying individuals that live within $\frac{3}{4}$ of a mile of an existing fixed route. The service is also available to senior citizens and elementary school students for the purpose of traveling to and from school. In some cases, general public members can use the service for traveling to the outskirts of the City or to the nearby community of Denair.

SECTION I: INSTRUCTIONS TO PROPOSERS

1.1 Examination of Proposal Documents

The work to be performed under this contract consists of the furnishing of all labor, insurance, materials, and equipment necessary to perform the requirements specified in Section II: Scope of Work. By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City of Turlock's objectives.

1.2 Addenda

Any City of Turlock changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City of Turlock will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Proposers shall acknowledge receipt of addenda in their proposals.

1.3 City of Turlock Contact

All questions and/or contacts with City of Turlock staff regarding this RFP are to be directed to the individual specified on the cover page of this RFP.

1.4 No Pre-Proposal Conference

The intent of the City is not to hold a Pre-Proposal conference. Any questions that require modification to the meaning or intent of the RFP must be submitted in writing as indicated in Section 1.5 "Questions and Request for Clarification."

Upon request, a tour of the City's Corporation Yard (where buses are stored) may be conducted. This tour would review just the area where placement of the advertisements may be performed. No equipment and/or dedicated facilities will be provided to the Proposer for the placement of advisements on the buses. No other aspect of the RFP will be discussed and no other visits to the facility will be entertained.

1.5 Questions and Requests for Clarification

Should a Proposer have questions concerning or require clarifications of this RFP, the Proposer shall notify the City of Turlock in writing. Should it be found that the point in question is not clearly and fully set forth, the City of Turlock will issue a written addendum clarifying the matter, which will be posted on the agency's website: <https://bit.ly/2tvQFW5>

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

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

Requests for Information must be clearly labeled, "Requests for Information – RFP #2019-010". The City of Turlock is not responsible for failure to respond to a request that has not been labeled as such.

1.6 City of Turlock Responses

Responses from the City of Turlock will be posted on the City of Turlock's website by the date further specified in this RFP

1.7 Submission of Proposals

- (a) Date and Time - Proposals must be received in the City of Turlock Development Services Department no later than the date and time specified on the front page of this RFP. Proposals received after the above-specified date and time will be either be returned to respective Proposer unopened or destroyed by the City.
- (b) Address - Proposals shall be submitted to the individual specified on the front page of this RFP.

1.8 Identification of Proposals

Proposer shall submit three (3) hard copies and one (1) electronic version of its proposal on a USB flash drive, addressed as shown above, bearing the Proposer's name and address and clearly marked as follows:

RFP #2019-010 Transit Advertising Services

1.9 Acceptance of Proposals

- (a) The City of Turlock reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals or proposal procedures.
- (b) The City of Turlock reserves the right to withdraw or cancel this RFP at any time without prior notice and the City of Turlock makes no representations that any contract will be awarded to any Proposer responding to this RFP.
- (c) The City of Turlock reserves the right to postpone proposal openings for its own convenience.
- (d) The City of Turlock reserves the right to request additional information to clarify any proposal.

1.10 Pre-Contractual Expenses

The City of Turlock shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Proposer in:

- (a) Preparing its proposal in response to this RFP;
- (b) Submitting that proposal to the City of Turlock;
- (c) Negotiating with the City of Turlock on any matter related to this proposal;
- (d) Any other expenses incurred by Proposer prior to date of award.

1.11 Joint Offers

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so under a prime-sub contractor basis rather than as a joint venture. The City of Turlock intends to contract with a single firm rather than with multiple firms doing business as a joint venture.

1.12 Protest Procedures

The City of Turlock reserves the right, without qualification, to select a proposal based on the criteria outlined in this RFP, exercise discretion and apply judgment with respect to any submitted proposal, or reject all proposals.

Failure to strictly comply with the protest procedures delineated below with respect to timeliness or protest contents will render a protest untimely and/or inadequate and will

result in rejection thereof by the City. Protests may only be filed against making an award, received after receipt of proposals, but before the award of contract. A pre - award protest must be sent by certified mail and received by the City of Turlock at the address specified on the front cover of this RFP within five (5) business days after the protester knows or should have known of the facts and circumstances upon which the protest is based. Prospective Contractors will be notified, by issuance of an addendum or bulletin that a protest has been filed if scheduled dates have been postponed as a result of the protest.

The pre-award protest shall include all of the following: the name of the protester, City RFP number, a detailed description of the specific grounds for protest, any supporting documentation, and the specific ruling or relief requested. The City will respond to the substantive issue raised in the pre-award protest in detail and will provide a final written determination via certified mail within ten (10) working days of receiving the Pre-Award Protest.

1.13 Contract Type

Following the satisfaction of all contractual requirements, the Contractor shall provide the services within the approved scope, schedule and price as set forth in the Agreement.

SECTION II: SCOPE OF WORK

The Contractor shall have exclusive rights to place advertising upon the City-owned transit vehicles, bus shelters with ad panels, and future transit amenities ("Transit Facilities") subject to the terms, conditions, and limitations set forth in this RFP. The City reserves the right to use any other portion of the Transit Facilities for its exclusive use for any advertising, promotion, or purpose it deems to be in the interests of the City. The City reserves the right to use any unsold advertising space for its exclusive use, until such a time that the specified space has been sold, in which case the paid advertisement shall take precedence.

Space availability for advertising on Transit Facilities may change during the period of this Agreement for reasons including, but not limited to, the acquisition of new vehicles or bus shelters, the retirement of old vehicles or bus shelters, maintenance of existing vehicles or new bus designs or configurations which do not allow for the same advertising capability.

The City shall not be obligated to make new Transit Facilities subject to the advertising program. However, once a Transit Facility has been made available to the advertising program, the City shall not remove that Transit Facility from the program without providing written notice to the Contractor at least ninety (90) days prior to the change. The City shall make reasonable efforts to negotiate with the Contractor for changes to Transit Facilities included in the program.

The Contractor shall employ its best efforts to develop and make sales of advertising space and shall operate a facility and work force capable of insuring proper installation, maintenance and removal of advertising displays.

Contractor shall provide an emergency phone number for City of Turlock to reach Contractor in the case of an emergency situation. Contractor shall respond to an emergency situation within 24 hours of City of Turlock's request.

In addition to complying with City of Turlock's Advertising Policy set forth in this RFP, the Contractor shall comply with generally accepted industry principles with respect to good taste and all applicable laws and regulations including but not limited to truth in advertising, copyrights and trademarks. Additionally, the Contractor shall:

- Remove unapproved, damaged or defaced advertisements within seventy-two (72) hours of notice given by the City of Turlock.
- Remove all dated advertising materials within five (5) calendar days from its expiration date. Dated materials refer to advertising materials that are relevant to a specific time period or relevant to an event that has been completed.

Specific Requirements

(a) **Location for Advertisements for Buses.** Advertising will be permitted on the exterior left, right and rear sides of buses. Advertising on the left and right sides of the

buses shall not extend onto or beyond the bottom of the adjacent windows and must be contained between the adjacent wheels. At the contract initiation, and prior to the initial installation of vinyl advertisements, Contractor shall provide City of Turlock with schematics detailing the location for placement of advertisement, on non-permanent adhesive vinyl material, on each type of bus in City of Turlock's fleet. Once approved by City of Turlock these schematics become the standard locations for placement of ads on buses within each type through the term of the agreement.

(b) **Material and Appearance of Advertisement.** City of Turlock requires that all exterior advertising installed as part of the proposal be of the non-permanent adhesive vinyl type, "direct application." The Contractor shall assure that all exterior advertisements are manufactured, installed, and removed in accordance with current (and future) industry standards. Additionally, each ad:

- (1) shall be free from wrinkles, blisters or similar defects
- (2) shall be "squared" to the vehicle contour lines
- (3) shall present a sharp and clear appearance

(c) **Dimensions of Advertisement.**

Dimensions of Advertisement on Buses: City of Turlock plans to adhere to the industry standards for advertisement dimensions as a baseline for this solicitation. The size of advertisements placed on the left and right sides of buses that are **35' or longer** shall not exceed "King" (144" x 30") size for the left (street) side and shall not exceed "Queen" (96" x 30") size for the right (curb) side of the bus, while the size of advertisements place on the tail end of said bus shall not exceed "Super Tail" size.

The size of advertisements placed on the left and right sides of buses that are **less than 35' in length** shall not exceed "Queen" (96" x 30") size, while the size of advertisements placed on the tail end of said bus shall not exceed "Super Tail" size.

Dimensions of Advertisement in Bus Shelters: The advertisement shall fit within the constraints of the ad panel portion of the bus shelter.

(d) **Continuous Advertisement.** Once a vinyl is applied to the side of a vehicle, a vinyl advertisement in good repair of the same size must always be displayed in the same location. No "layering" of vinyl advertisements is permitted; the previous vinyl must be removed before application of a new vinyl. Under no circumstances shall Contractor allow any one exterior ad to remain adhered to any vehicle in excess of one (1) year.

(e) **Restoration of Bus Side.** Upon removal of vinyl advertisement, Contractor will be responsible for the cost of restoring the exterior surface of the bus covered by the vinyl advertisements to the condition of the surrounding exterior surface of the bus. The adhesive used to apply the vinyl type advertisement shall not cause damage to City of Turlock's vehicles, their paint schemes, existing decals or exterior surface. The

Contractor will be notified of any such damage and City of Turlock will not proceed with repair for 48 hours after notification to the Contractor to enable the Contractor time to inspect the damage if so desired. The Contractor shall be required to reimburse City of Turlock for the full dollar cost to repair any damage to City of Turlock's vehicles and/or property resulting from application or removal of the vinyl advertisement or any other activities of the Contractor.

(f) **Fleet Size of Buses.** Sole discretion for assignment of buses shall remain with City of Turlock. Any reference in this document to any particular number or count of buses (e.g. the available fleet size) shall not be construed to carry any guarantee, express or implied, that any certain count of vehicles or of fleet size shall be available to the Contractor for advertising displays at any given time. City of Turlock shall be the sole judge of such matters of safety, convenience, appearance, and the number and location of advertisements on any vehicles.

(g) **No Route Specific Advertisements.** Under no circumstances should advertisements be route specific and the Contractor shall not represent to potential advertisers that advertising can be route specific,

(h) **Self Promotion.** The Contractor will not be allowed to engage in unpaid self-promotion on City transit buses, but shall be allowed to engage in unpaid self-promotion within unsold ad panels on bus shelters. The City reserves the right to take precedence over an unpaid self-promotion by the Contractor for an advertisement, notice, or promotion issued by the City, until such as time that the City elects to remove the advertisement, notice, or promotion or until the space is sold by the Contractor, whichever occurs first.

(i) **Maintenance of Advertisements.** The Contractor shall be solely responsible to keep and maintain all the advertisements placed on Transit Facilities in good condition, and will bear the full cost of any and all maintenance and repair of the ads. In the event the Contractor fails to satisfy the requirements of subsections below, City of Turlock may elect to repair, alter or remove the advertisements and to charge the Contractor for all labor and material costs for all such work. The Contractor agrees to pay City of Turlock the cost of performing such work provided City of Turlock gives the Contractor verbal notice, followed by a written fax notice, of the intent to repair, alter or remove the vinyl advertisement prior to actually undertaking such activity.

(j) **Placement of Advertisement.**

No vinyl will be allowed to interfere with any safety devices, lights, signals, licensing, website addresses, phone numbers or distinctive logos, or decals on City of Turlock vehicles. This includes, but is not limited to, reflective materials, side directional lights, side reflectors and other features. In addition, advertisements cannot interfere with the normal utilization of fuel doors, vents, glazing, and other equipment installed in the various vehicles that may require regular preventive maintenance.

Advertisements shall not be placed over any body moldings. Vinyl applied over body panel seams shall be sliced and tucked into those seams. Advertisements smaller than the allocated area shall be centered in the allocated area.

Defaced or Damaged Advertisements

The Contractor shall develop and implement a fully staffed maintenance, cleaning, repair or replacement program plus a Quality Control Program that insures that the advertising material installed on City of Turlock vehicles is in good condition at all times. More particularly, the Contractor will be required to remove immediately, but no later than 24 hours from notice given by City of Turlock, any graffiti on the advertisements not removed during City of Turlock's regular, cleaning of the vehicles (generally vehicles are washed with a power washer, but later on may be run through an automatic bus washer), and to make other repairs as necessary to advertisements that are otherwise damaged or defaced.

Any vehicle bearing a advertisement that is damaged, defaced or marked with graffiti that is not repaired, corrected or removed by the Contractor as required above, shall be considered unsuitable for revenue service and the Contractor will be assessed per conditions set within this solicitation.

Limitations and Review of Advertisement

(a) **Limitations of Advertisement.** Contractor shall not display or maintain any advertisement that include one or more of the following categories:

- False, Misleading or Deceptive Commercial Speech. The advertisement proposes a commercial transaction, and the advertisement or information contained in the advertisement is false, misleading or deceptive.
- Libelous Speech, Copyright Infringement, etc. The advertisement, or any material contained in it, is libelous or an infringement of copyright, or is otherwise unlawful or illegal or likely to subject City of Turlock to litigation.
- Unlawful Goods or Services. The advertisement or material contained in it, promotes unlawful or illegal goods, services, or activities.
- Endorsement. The advertisement or any material contained in it, implies or declares an endorsement by City of Turlock, its Directors, management or employees of any service, product or point of view without prior written authorization from City of Turlock.
- Prurient Interest. The advertisement contains material that describes, depicts or represents sexual activities, or aspects of the human anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults. For purposes of these guidelines, the term "minor" shall have the meaning contained in California Penal Code Section 313.
- "Adult" – Oriented Goods or Services. The advertisement promotes or encourages or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable

with, films rated "X" or "NC – 17," adult book stores, adult video stores, nude dance clubs, and other adult entertainment establishments, adult telephone services, adult internet sides, and escort services.

- Obscenity or Nudity. The advertisement contains obscene materials or images of nudity. For purposes of these Guidelines, the term "obscene matter" shall have the meaning set forth in the California Penal Code Section 311.
- Unlawful and Detrimental Conduct. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities, and promotes behavior or activities which are detrimental to the maintenance and safe operations of City of Turlock.
- Demeaning or Disparaging. The advertisement contains images or information that demeans or disparages an individual or group of individuals on account of race, color, religion, national origin, ancestry, gender, age disability or sexual orientation.
- Violence. The advertisement either (a) contains images or descriptions of graphic violence, including, but not limited to, the depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal; or (b) the advertisement, or any material contained in it, incites or encourages, or appears to incite or encourage violence or violent behavior.
- Firearms. The advertisement either (a) contains an image of a firearm in the foreground of the main visual, or (b) contains image(s) of firearms that occupy 15% or more of the overall advertisement.
- Profanity. The advertisement contains words recognized by the community as vulgar indecent or profane for display in a public setting that includes minors.
- Alcohol/Tobacco. The advertisement promotes the use of alcohol and/or tobacco products.
- Graffiti. The advertisement contains graphics or language that promotes, resembles or otherwise encourages graffiti or vandalism.
- Inappropriate Graphics. The advertisement contains graphics recognized by the community as inappropriate, including, but not limited to, the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement.
- Political Information. The advertisement contains political information or local or national controversial subject or subjects not in accordance with the Statutes, Ordinances and court decisions pertaining to the City of Turlock service area.

(b) **Review of Advertisement.** Contractor shall review each advertisement submitted for installation, display and maintenance on City of Turlock properties to determine whether the advertisement conforms with one or more of the categories set forth in the Limitations on Advertising section of these Standards:

- Contractor shall promptly notify City of Turlock, through its designated Contract Administrator, of its determination for its not displaying an advertisement
 - Upon receipt of notification, City of Turlock shall advise the Contractor whether City of Turlock concurs with the Contractor's determination.

- In the event City of Turlock concurs in the determination of the Contractor. The Contractor, in consultation with the advertiser may submit one or more revisions to the advertisement, in order to bring the advertisement into conformity with the Standards. The advertiser shall then have the option of submitting a revised advertisement for review in accordance with these procedures.
- In the event the Contractor and the Advertiser do not reach agreement with regard to a revision of the advertisement, or in the event the Contractor determines that no appropriate revision would bring the advertisement into conformity with the Standards, the advertiser may request that the Contractor obtain a formal determination from the City of Turlock from the Director of Development Services. In reaching a formal determination, the City of Turlock may consider any materials submitted by the advertiser, and may consult with the Contractor, and/or with the City of Turlock Legal Counsel.
- The Director of Development Services shall promptly provide the Contractor with a written notice of the formal determination, and the Contractor shall relay the formal determination to the advertiser
- The Contractor may appeal the decision of the Director of Development Services to the Turlock City Manager, in writing. The determination of the Turlock City Manager shall be provided in writing within ten (10) business days and shall be deemed final.

Locations of Bus Facilities

City of Turlock currently operates vehicles from its Corporation Yard Facility at 701 S. Walnut Rd., Turlock California and will be operating vehicles from this location. Buses are currently stored at this site.

Contractor Ingress and Egress

Contractor shall check-in before entering and check-out upon leaving City of Turlock premises or leased property with the appropriate personnel and on-duty maintenance supervisor or Transit Operations Manager.

Contractor shall provide reflective safety vests with company identification badges for its employees to be worn at all times while on City of Turlock property.

Contractor shall use a clearly identifiable vehicle for purposes of entering City of Turlock property. All vehicles used to install, remove or maintain the advertisement on City of Turlock buses while on City of Turlock shall display a business sign on the outside of each front door, both left and right sides, signifying the name of the company authorized to perform work on City of Turlock buses. The sign may be of the magnetized type. No unmarked private vehicle will be allowed on City of Turlock Property, however, private vehicles displaying the proper signage will be allowed.

Contractor shall conduct all of its work on City of Turlock buses when those vehicles are not in revenue service, unless prior arrangements are made. Contractor shall not

interfere with City of Turlock operations, including bus washing, when installing, removing or maintaining ads.

Contractor's Work on City of Turlock Property

Contractor will provide all necessary parts, equipment, materials and/or tools required to perform the required work and will not store any parts, equipment materials and/or tools on City of Turlock property.

City of Turlock shall make every attempt to provide sufficient room between bus rows so as to allow for installation or removal of ads while buses are parked, at each applicable site. Indoor workspace is not available. City of Turlock and Contractor shall agree on how best to resolve any problems arising regarding the location of buses. The Contractor shall perform the work in such a manner as to eliminate unnecessary noise, obstruction, hazardous conditions or other disturbances to City of Turlock's operation or its personnel. During the performance of the work, the Contractor shall bear full responsibility for the protection and safety of the public, City personnel and City equipment and facilities. Any damage arising from the Contractor's performance of the work shall be repaired or remedied immediately at the Contractor's sole expense.

Contractor shall make available the necessary number of employees to conduct the Quality Control Program.

During the performance of the work under this Contract, the Contractor shall keep the working area in a neat and safe condition. The Contractor shall make arrangements to dispose of any waste generated by its performance or activities off City property.

Conduct of Employees

Contractor shall insure that its officers, agents or employees while on City property or using equipment will conduct themselves in a safe and proper manner and if a complaint is made by City personnel, the Contractor will take such corrective measures as are necessary. If the Contractor does not take such corrective measure, City may deem the Contractor in breach of its obligations under the Agreement. Contractor further covenants and agrees that in the exercise of the rights and privileges granted hereunder its employees or representatives will not deface or damage the property of City or deposit or scatter any rubbish, debris, waste, litter or other material in or about said premises. The Contractor agrees to assume full liability and responsibility for actions on the part of its employees and agents, and shall pay for any clean up required to restore the property to its condition prior to entry by Contractor or as otherwise determined to be necessary by City,

Changes in Scope of Work

City of Turlock, without invalidating the contract, may order additions to or deletions from the work to be performed. If justified, the contract charges will be adjusted accordingly.

New provisions must be mutually agreeable to City of Turlock and the Contractor. Contract Modifications must be authorized by the City and must be completed as an Amendment to the Agreement. City shall have the right to make changes in vehicles, vehicle configurations, vehicle types and related elements of work not involving extra cost and not inconsistent with the work to be performed.

BUS SHELTERS WITH ADVERTISING PANELS

The City has purchased twenty (20) bus shelters with advertising panels from Tolar:

- 13' Sierra dome roof advertising transit shelter (13ALD-PM) featuring Sierra twin-tube roof perimeter, bronze twin wall poly carbonate roof panels, flat back to back advertising kiosk with two side-hinged doors containing 3/16" clear tempered glass, perforated aluminum rear and ½ end wall; two rear wall map cases (10076-00) with ¼" clear tempered glass in face; Tolar USC RMS 60F providing dusk to dawn LED illumination in the shelter roof only; 8' perforated metal bench, no back, three anti-vagrant bars

These shelters have not yet been assembled and installed, but are expected to be installed by September 2019. All twenty (20) bus shelters will be available for inclusion in the advertising program. When proposing estimated revenues, Proposers should assume an effective availability date of September 1, 2019 for these bus shelters.

TRANSIT FLEET INFORMATION

FIXED-ROUTE FLEET						
Veh No.	Year	Make	Model	License #	VIN	Length
1043	2009	Orion	VII	1290922	1VHGF3W2296704657	35
1044	2009	Orion	VII	1290920	1VHGF3W2696704807	35
1045	2015	Champion	Transport	1517187	1FDFE4FS6FDA34615	26
1046	2015	Champion	Transport	1517186	1FDFE4FS7FDA27611	26
1049	2015	Champion	Transport	1528617	1FDFE4FS6FDA27602	26
1050	2015	Champion	Transport	1528658	1FDFE4FS5FDA09902	26
1051	2015	Champion	Transport	1528659	1FDFE4FSXFDA27604	26
1052	2015	Champion	Transport	1528660	1FDFE4FS1FDA27605	26
1058	2018	Gillig	Standard LF	1487507	15GGB3112J3192046	35
1059	2018	Gillig	Standard LF	1487508	15GGB3114J3192047	35
1060	2018	Gillig	Standard LF	1487509	15GGB3116J3192048	35
1061	2018	Gillig	Standard LF	1487510	15GGB3118J3192049	35
1062	2019	Gillig	Standard LF		Expected Aug 2019	35
1063	2019	Gillig	Standard LF		Expected Aug 2019	35

1064	2019	Gillig	Standard LF		Expected Aug 2019	35
1065	2019	Gillig	Standard LF		Expected Aug 2019	35

DIAL-A-RIDE FLEET						
Veh No.	Year	Make	Model	License #	VIN	Length
1038	2015	Arboc	GM 4500	1472751	1GB6G5BGXF1239978	26
1039	2015	Arboc	GM 4500	1472749	1GB6G5BG8F1240272	26
1040	2015	Arboc	GM 4500	1472750	1GB6G5BG8F1241065	26
1041	2015	Arboc	GM 4500	1472748	1GB6G5BGXF1242315	26
1042	2015	Arboc	GM 4500	1472757	1GB6G5BGXF1243321	26
	2020	??	??		Expected March 2020	26-30
	2020	??	??		Expected March 2020	26-30

Contractual Requirements

The City and selected consultant will execute a professional services agreement for a term commencing on July 1, 2019, and ending June 30, 2023. Prospective consultants are encouraged to review the included sample agreement, attached to this RFP, paying special attention to the City's insurance requirements.

SECTION III: PROPOSAL CONTENT

3.1 Format

The intent of this RFP is to encourage responses that clearly communicate the proposer's understanding of the scope of work and the proposer's approach to meet City of Turlock's requirement for exterior advertising services.

Proposals should be limited to specific discussion of the elements outlined in this RFP. Respondents are encouraged to avoid submissions that are poorly organized or in which important information is obscured by unnecessary promotional material. Short, succinct, and clear submittals are less likely to be marked down due to uncertainty as to meaning or misinterpretation. The Evaluation Committee will assume the most unfavorable interpretation when information is unclear, ambiguous, or missing. Respondents are encouraged to submit proposals that best address the evaluation criteria outlined in this RFP.

The organization of each proposal should follow the general outline below. Proposals shall not exceed thirty (30) pages in length, not including section dividers. Included should be the Proposer's Qualifications, Experience and References and Technical Proposal section. Examples of previous work product may be submitted. Materials contained within an appendix at the back of the proposal shall not count towards the overall page limit, but shall also not be used for the basis of scoring or evaluation. All sample materials will be available for return at respondent's request.

Respondent's proposal shall include the following items in the following sequence:

3.2 Cover Form

The signed cover form, provided in this RFP, contains the following:

- (a) Date submitted and complete name and address of person who will receive correspondence and who is authorized to make decisions or represent the Proposer and contractually bind the firm. This person shall also sign the Proposed Compensation Form. Identification shall include legal name of company, corporate address, telephone number, email address, and contact person during period of proposal evaluation.
- (b) An understanding of the conditions under which the proposal is offered.
- (c) Acknowledgement of receipt of all RFP addenda, if any. A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal

- (d) An understanding that City of Turlock reserves the right to reject any or all Proposals or to waive any informality or technicality in any proposal in the interest of City of Turlock.
- (e) A statement that Proposer is prepared to sign the Sample Agreement without alterations or exceptions or whether it is requesting modifications to the Sample Agreement and/or any requirements of this RFP.
- (f) A statement confirming the commitment of adequate resources to meet City of Turlock's quality and schedule expectations.
- (g) Signature of a person authorized to bind Proposer to the terms of the proposal.

3.3 Proposer's Qualifications, Experience and References

The following information shall be included:

- a) Summary - A brief description of the Proposer's qualifications for furnishing the transit advertising services, including the organization name, size and years in business.
- b) Firm Experience – This section should contain a concise description of the proposer's background and experience in providing transit oriented advertising services to public transit sector similar to those outlined in the Scope of Work, listing at least three projects within the last three years (not including any projects completed for City of Turlock). The information submitted should include:
 - Name, address, and telephone number of the responsible official of the organization
 - Cost of the contract
 - Dates services encompass
 - Services provided
 - The status of the contract

Proposer must demonstrate that it has experience in the advertising business and that Proposer has the capability of properly operating such business in Turlock and Stanislaus County.

3.4 Technical Proposal

Transit Advertising Services - The following shall be included as a description of the proposed services to be provided by the Proposer under this contract:

- (a) Describe how the Firm intends to provide the services outlined in Section II.

(b) Quality Control Program describing how the Firm intends to meet the requirements outline in this RFP.

(c) Creative ideas and incentives that will maximize revenues and distinguish the proposer from others. Proposers should include any ideas that are proposed to maximize revenues and examples of properties where these ideas have been successful and other incentives that may make the proposer stand out from others.

(d) Conformance to the terms of the requirements of the RFP – The Proposer should describe if they can meet all the requirements of the RFP. Any deviation with the RFP requirements should be clearly identified and described. Failure to specify any exceptions or objection to the requirements, and terms and conditions of this RFP will constitute acceptance of City's requirements.

(e) Identification of any parts of the proposal the proposer considers proprietary and a written justification for the claim.

3.5 Compensation Proposal

Provide an estimated revenue amount the City should expect from its advertisement program. The Proposer can use a form of their choosing, but it should clearly articulate the estimated revenue the City should expect during the term of the agreement, based on the stated number and availability of Transit Facilities. If there are any minimum payment guarantees and/or percentage of net profit rates, those should be stated.

3.6 Supporting Documentation

Proposals may include other material that may assist in evaluating the Proposal. Supporting documentation should be relevant and brief.

3.7 Requirements to be Considered Responsive

- (3) hard copies and (1) electronic copy on USB flash drive
- Proposal Cover Form
- Compensation Proposal Form
- Certification Regarding Workers Compensation
- Fair Employment Practices Certification
- Certification Concerning Control of Employee of Contractor
- Non-Collusion Affidavit. By submitting a proposal, the Proposer represents and warrants that such a proposal is genuine and not a sham, collusive, or made in the interest or on behalf of any person or party not therein named and that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm or corporation to refrain from presenting a proposal and that the Proposer has not in any manner sought by collusion to secure an advantage. If it is found that collusion exists, proposals will be rejected and contract

awards shall be null and void. A certificate must be completed and submitted with the bid.

- Drug Free Workplace. Certification regarding Government Code in matters relating to providing a drug free workplace.
- Restrictions on Lobbying.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the products herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THE ABOVE ITEMS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

SECTION IV: EVALUATION AND AWARD

Proposal Selection

Proposals will be reviewed by City staff and evaluated to determine which proposal(s) best meet the criteria of the RFP and provide the "best value" to the City. The final selection will be based on completeness, experience with agencies, technical merit, cost competitiveness and time to perform. It is the City's intention to select one firm that has sufficient expertise to handle the specified. However, the City reserves the right to select and contract with more than a single firm for the specified services.

The City reserves the right, without qualification, to:

1. Reject all proposals;
2. Exercise discretion and apply its judgment with respect to any proposal;
3. Select proposals which qualify based on the following factors and provide the best value to the City, with a maximum scoring potential for each factor as shown, for a maximum potential score of 100 points:
 - a. Compensation proposal (50 pts)
 - b. Experience of the Consultant and staff selected to provide the specified services (30 pts),
 - c. Financial responsibility and capacity to perform [years in business, number of projects completed, etc.] (10 pts)
 - d. Responsiveness to requests from the City (10 pts).
4. City staff will review and rank the all proposals received from consultants and recommend the consultant(s) to receive a professional services agreement for the work type specified within this RFP.

The City of Turlock may negotiate contract terms with the selected Proposer(s) prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City of Turlock. City reserves the right to determine the best value to the City of Turlock through this competitive process using highest weighted score analysis technique.

Negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain Proposer's most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

A City contract for transit advertising services will be brought to the City Council for its approval. City staff shall notify the selected Consultant(s) of the final approval of the contract by the City Council. Once submitted, all proposals become public records and subject to disclosure, either in part or in whole, under the California Public Records Act, unless specific portions are otherwise protected from disclosure by law.

Solicitation Schedule

03/13/19 – RFP advertised.

03/26/19 – Requests for Information (RFI) due.

03/29/19 – City provides response(s) to submitted RFI requests.

04/16/19 – Proposals due to City.

04/19/19 – Evaluation committee completes review of proposals.

04/22/19 – Notice of Intent to Award issued.

05/28/19 – Award of an agreement by the Turlock City Council

**RFP # 2019-010
PROPOSAL COVER FORM
for
TRANSIT ADVERTISING SERVICES**

DATE SUBMITTED: _____

NAME OF INDIVIDUAL SUBMITTING PROPOSAL:

CONTACT PERSON (if different):

NAME UNDER WHICH BUSINESS IS CONDUCTED:

STREET ADDRESS: _____

MAILING ADDRESS, IF DIFFERENT: _____

TELEPHONE: _____

EMAIL: _____

BUSINESS LICENSE NUMBER: _____

CONDITIONS:

1. The undersigned understands that he/she will be bound by the Proposal as expressed by these forms if an award is made by City of Turlock. The Contract will be in accordance with this Proposal.
2. The Request for Proposals, Required Forms, and Addenda, if any, are made a part of this Proposal.
3. The undersigned understands that any clarification made to the Proposal Form or any new and different conditions or information submitted in or with the Proposal Form, other than that requested, may render the Proposer unresponsive.

4. The undersigned acknowledges the receipt of the following Addenda:

5. The undersigned understands that all proposals shall remain in effect for ninety (90) days from the date of the submittal.
6. The undersigned understands that City of Turlock reserves the right to reject any or all Proposals or to waive any informality or technicality in any proposal in the interest of City of Turlock.
7. The undersigned certifies that the Proposal includes all costs for labor, materials, taxes, insurance, overhead, profits, and all other costs necessary to perform the work in accordance with the Contract Documents.
8. The undersigned will submit three (3) sets of their proposal package and one (1) electronic copy of the proposal on a USB flash drive. Proposals shall be sealed, clearly marked, and delivered by the stated deadline to the location specified on the front page of this RFP.
9. The undersigned is prepared to sign the Sample Agreement without alterations or exceptions or if it is requesting modifications to the Sample Agreement and/or any requirements of this RFP, shall include such requested modifications in its proposal.
10. The undersigned confirms the commitment of adequate resources to meet CITY OF TURLOCK's quality and schedule expectations.

The undersigned certify that we sign this Proposal Form with full and proper authorization to do so.

Signature, Printed Name, and Title

Signature, Printed Name, and Title

IF CORPORATION:

This Corporation is incorporated under the laws of the State of: _____

*If Contractor is a corporation, two corporate officers must sign on behalf of the corporation as follows: (1) Chairman of the Board, President, or Vice President; and (2) Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Financial Officer. In the alternative, this Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to CITY OF TURLOCK is provided, demonstrating that such individual is authorized to bind the corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's by laws).

CERTIFICATION REGARDING WORKER COMPENSATION

Labor Code Section 3700:

"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____, 2019

(Proposer)

By: _____

(Print Name, Title)

Labor Code Section 1861, provides that the above certificate must be signed and filed by the Proposer with the City of Turlock prior to performing any work under this contract.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

In connection with the performance of work under this contract, the Proposer agrees as follows:

1. The Proposer will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disabilities, marital status, or medical condition as defined in Government Code §12926. The Proposer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition as defined in Government Code §12926. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.
2. The Proposer will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the Proposers commitments under this section; and the Proposer shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The Proposer will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, CITY OF TURLOCK, or any other appropriate agency of the State of California designated by CITY OF TURLOCK for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
4. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by CITY OF TURLOCK as a basis for determining the Proposer to be not a "responsible Proposer" as to future contracts for which such Proposer may submit Proposals, for revoking the Proposers pre-qualification rating, if any, and for refusing to establish, re-establish, or renew a pre-qualification rating for the Proposer.

CITY OF TURLOCK shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Proposer has violated the Fair Employment Practices Act and has issued an order under Government Code §12970 or obtained a court order under Government Code §12973.

Upon receipt of such written notice from the Fair Employment Practices Commission, CITY OF TURLOCK shall notify the Proposer that, unless it demonstrates to the satisfaction of CITY OF TURLOCK within a stated period that the violation has been corrected, the Proposers pre-qualification rating will be revoked.

5. The Proposer agrees that should CITY OF TURLOCK determine that the Proposer has not complied with the Fair Employment Practices section of this contract then, pursuant to Labor Code Sections 1735 and 1775, the Proposer shall, as a penalty to CITY OF TURLOCK, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the labor code for violation of prevailing wage rates. Such monies may be recovered from the Proposer.

6. Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent CITY OF TURLOCK from pursuing any other remedies that may be available at law.

7. Prior to award of the contract, the Proposer shall certify to CITY OF TURLOCK that it has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by CITY OF TURLOCK:

a. The Proposer shall provide evidence, as required by CITY OF TURLOCK, that it has notified all supervisors, foremen and other personnel officers, in writing, of the content of the anti-discrimination clause and their responsibilities under it.

b. The Proposer shall provide evidence, as required by CITY OF TURLOCK, that it has notified all sources of employee's referral (including unions, employment agencies, advertisements, Employment Development Department) of the content of the anti-discrimination clause.

c. The Proposer shall file a basic compliance report as required by CITY OF TURLOCK. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire or whether or not to hire.

d. Personally, or through its representatives, the Proposer shall, through negotiations with the unions with whom it has agreements, attempt to develop an agreement which will:

(1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.

(2) Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given an equal opportunity for employment.

e. The Proposer shall notify CITY OF TURLOCK of opposition to the anti-discrimination clause by individuals, firms, or organizations during the period of its pre-qualification.

8. The Proposer will include the provisions of the foregoing Paragraphs 1 through 7 in every first-tier subcontract so that such provisions will be binding upon each subcontractor.

9. Statements and Payrolls. The Proposer shall maintain its records in conformance with the requirements included in the Information to Proposers and the following Special Conditions:

a. The submission by the Proposer of payrolls or copies thereof, is not required. However, each Proposer and sub-Contractor shall preserve their weekly payroll records for a period of three (3) years from the date of completion of this contract.

b. The payroll records shall contain the name, address and social security number of each employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid.

c. The Proposer shall make its payroll records available at the project site for inspection by CITY OF TURLOCK and shall permit CITY OF TURLOCK to interview employees during working hours on the job.

The following certification is to be executed by every Proposer and enclosed and forwarded in a sealed envelope containing the Proposal. The person signing the certification shall state his/her address and official capacity.

Fair Employment Practices Certification

The undersigned, in submitting a Proposal for performing work as specified in the Scope of Work hereby certifies that the Proposer will meet the above standards of affirmative compliance with the Fair Employment Practices Act.

PROPOSER

SIGNATURE

PRINTED NAME OF SIGNER

TITLE

MAILING ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

DATE

**CITY OF TURLOCK
A CERTIFICATION CONCERNING CONTROL
OF EMPLOYEE OF CONTRACTOR**

The Contractor, by entering into this Agreement with CITY OF TURLOCK to perform or provide work, services or materials to CITY OF TURLOCK, does hereby certify and assure that in performing the services under this Agreement, the Contractor shall act as an independent Contractor and shall have full control of the work and Contractor's employees. Contractor and its employees, under no circumstances whatsoever, shall imply or be considered as an agent(s) or employee(s) of CITY OF TURLOCK. Contractor employees, under no circumstances, shall be entitled to part of any pension plan, insurance, bonus, or any similar benefits which CITY OF TURLOCK provides its own employees.

Any infraction of this Certification shall be cause for termination of this agreement.

Authorized Representative of Proposer

Signed

Printed Name, Title

Date

CERTIFICATION OF NON-COLLUSION

By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The contents of this proposal and of any subsequently submitted best and final offer have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any other matter relating to such proposal with any other Proposer or with any competitor.
2. Unless otherwise required by law, the contents of the proposal and of any subsequently submitted best and final offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal or a best and final offer for the purposes of restricting competition.

Signed

Printed Name, Title

Date

DRUG FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME

The Contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug free workplace. The above named Contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all the following:

(a) The dangers of drug abuse in the workplace

(b) The person's or organization's policy of maintaining a drug-free workplace.

(c) Any available counseling, rehabilitation and employee assistance programs, and Penalties that may be imposed upon employees for drug abuse violations.

Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:

(a) Will receive a copy of the company's drug-free policy statement; and,

(b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant

CERTIFICATION

I, the official named below, hereby swear or affirm that I am duly authorized legally to bind the Contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the country shown below, is made under penalty of perjury under the laws of the State of California.

SIGNATURE

PRINTED NAME

TITLE

DATE EXECUTED

EXECUTED IN THE COUNTY OF



AGREEMENT FOR SPECIAL SERVICES
between
THE CITY OF TURLOCK
and

for
TRANSIT ADVERTISING SERVICES
CITY PROJECT NO. 18-25
RFP NO. 19-010

THIS AGREEMENT is made this 11th day of June, 2019, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and _____, a _____, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

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

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

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

1. SCOPE OF WORK: CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession, the Request for Proposals attached hereto as Exhibit A, and the CONSULTANT's proposal attached hereto as Exhibit B. 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: For the rights and privileges of placing advertising on CITY facilities, including buses and bus shelters, CONSULTANT shall provide compensation to CITY in accordance with the financial proposal attached hereto as Exhibit C.

(a) The term "gross advertising revenue" means all monies, remunerations,

and considerations received from the sale of advertising space or services upon or within CITY facilities by CONSULTANT in its operations as permitted under this Agreement.

(b) "Net advertising revenue" shall mean "gross advertising revenue" less the following:

1. Commissions paid to advertising agencies or sales representatives other than CONSULTANT staff, if any, at a rate not exceeding fifteen percent (15%) of gross billings; and

2. The amount of any sales, use, gross receipts, occupational and similar taxes (but excluding income and property taxes) directly imposed by any public agency on the sale or display of advertising under the terms of this Agreement and paid by CONSULTANT.

(c) Gross advertising revenue shall be calculated on the accrual basis, (i.e. amounts are prorated to the time periods that correlate to the time periods during which the advertising is displayed). Deductions to calculate net advertising revenue (e.g., commissions) shall be amortized over the term of the advertising.

(d) CONSULTANT shall not engage in any unpaid self-promotion on CITY buses, but may engage in self-promotion within advertising panels of applicable bus shelters.

(e) In the event that the number of buses, shelters, or other applicable CITY facilities available for the placement of advertising changes, the minimum guaranteed payment shall be adjusted by a proportionate amount. Any approved reduction in said payment must be directly attributable to a reduction in available advertising space and not due to CONSULTANT's business practices or its failure to gain sales revenue. CONSULTANT must provide documentation to CITY that proves to CITY's satisfaction that CONSULTANT's reduction in revenue is due solely to a reduction in available advertising space before CITY will agree to any reduction in the minimum guaranteed payment. Excluded from this provision are temporary reductions in available advertising space due to work stoppages, strikes, mechanical failures, accidents, catastrophes, riots, and similar events.

(g) CONSULTANT shall provide a monthly statement with names, sizes, quantities and the number of the advertisements which were displayed, the gross revenue earned for the advertisements, and the amount and description of any deductions from gross revenue permitted by this Section.

(h) Beginning January 1, 2020 and continuing every six (6) months thereafter through the duration of the Agreement, CONSULTANT shall submit a statement that compares the total of the six (6) monthly guaranteed payments to the amount CITY would have received if paid the percentage of the net advertising revenue for the prior six (6) months. Any additional amounts owed to CITY shall accompany a reconciliation schedule.

(i) All payments, regardless of their nature, shall be submitted in a timely manner. If a payment shall not be received by CITY by the deadline dates required by this Section, then, without any requirement for notice to CONSULTANT, CONSULTANT shall pay to CITY a one-time rate charge equal to five percent (5%) of the overdue amount. In addition to incurring late charges, payments due CITY shall bear interest from the date when due at

the rate of one and one half percent (1.5%) per month.

(1) If CITY disputes any items on a statement for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY agrees to continue to provide advertisement space on the CITY property until the dispute is settled or the Agreement is terminated.

(j) Records: CONSULTANT shall submit dated monthly records to CITY specifying the date, location and service rendered, and the charge therefor.

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of forty eight (48) months beginning July 1, 2019 and ending June 30, 2023, subject to CITY's availability of funds.

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

(a) **General Liability Insurance:** CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. CONSULTANT's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

(b) **Workers' Compensation Insurance:** CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). CONSULTANT shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) **Auto Insurance:** CONSULTANT shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident. If CONSULTANT owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) **Contractors Pollution Insurance:** Pollution Coverage shall be provided on a Contractors Pollution Liability form or other form acceptable to City providing coverage for

liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than one million dollars (\$1,000,000) per claim. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

(e) Professional Liability Insurance: When applicable, CONSULTANT shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(f) 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.

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

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

(h) 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.

(i) 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.

(j) 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.

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

(l) Surety Bonds: CONSULTANT shall provide a Performance Bond and a Payment Bond.

7. INDEMNIFICATION:

Indemnity for Professional Liability: When the law establishes a professional standard of care for CONSULTANT's Services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless CITY and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the CONSULTANT (and its Subcontractors) are responsible for such damages, liabilities and costs on a comparative basis of fault between the CONSULTANT (and its Subcontractors) and the CITY in the performance of professional services under this Agreement. CONSULTANT shall not be obligated to defend or indemnify CITY for the CITY's own negligence or for the negligence of others.

Indemnity for other than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CITY and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or

agency for which CONSULTANT is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of CONSULTANT.

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

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

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

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

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

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

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

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing ninety (90) days' written notice to CONSULTANT.

10. TERMINATION OF STATED EVENT:

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

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

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

(d) Termination for Failure to Make Agreed-Upon Payments. Should CONSULTANT fail to pay CITY all or any part of the payments set forth in this Agreement on the date due, at its option CITY may terminate this Agreement if the failure is not remedied within thirty (30) days after CITY notifies CONSULTANT 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, CONSULTANT will pay CITY 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 is entitled to that portion of CONSULTANT'S guaranteed revenues prior to the termination date.

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

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

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

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

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

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

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

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

CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the Turlock City Clerk at the start and end of this contract if so required at the option of CITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. 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: _____

PHONE: _____
FAX: _____

for CITY: **CITY OF TURLOCK**
ATTN: DEVELOPMENT SERVICES DIRECTOR
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5520
FAX: (209) 668-5563

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

Wayne York
Development Services Department
Transit Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-6039
E-mail: wyork@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: _____
Robert C. Lawton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Nathan Bray, P.E., Interim Development
Services Director/City Engineer

APPROVED AS TO FORM:

By: _____
Jose M. Sanchez, City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

By: _____

Title: _____

Print name: _____

Date: _____

City Council Staff Report

March 12, 2019

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From: Nathan Bray, P.E.,
Interim Development Services Director/City Engineer

Prepared by: Wayne York, Transit Manager

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Intelligent Transportation Systems (ITS) strategy for improvements to Turlock Transit services comprised of both short-term and long-term solutions

Resolution: Approving a three (3) year Agreement with Swiftly, Inc., of San Francisco, California, in an amount not to exceed \$99,800 (Fund 426) for Automatic Vehicle Location (AVL) hardware and data services, real-time passenger information services, and web-based analytics on the Swiftly platform, without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(6), and authorizing the City Manager to execute the Agreement

Resolution: Authorizing future sole source procurements of hardware, software, modules, or services from Swiftly, Inc., of San Francisco, California, if needed due to changes with the City's transit fleet or transit services during the term of the Agreement, contingent on the availability of budgeted transit funds, without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(6), and authorizing the City Manager, or his designee, to execute all documents associated with such procurements

2. SYNOPSIS:

Approving an Intelligent Transportation System (ITS) strategy for Turlock Transit, to include a three (3) year Agreement with Swiftly, Inc. to provide the hardware and web-based software services to support Automatic Vehicle Location (AVL) and real-time passenger feedback on City buses, transit analytics and performance data, as well as authorize future sole source procurements of hardware, software, modules, or services from Swiftly on an as-needed basis, contingent on availability of transit funds.

3. DISCUSSION OF ISSUE:

City transit staff recognizes the rapidly changing technological landscape with public transportation and the increased expectations of passengers for readily accessible, instant information before and during their trip. Transportation Network Companies (TNC), such as Uber and Lyft, have capitalized on this technology to make point-to-point private transportation very prevalent and easy to use. In the same way, public transit technology has been evolving, though in a more comprehensive way due to the complex integration of fareboxes, vehicle locators, passenger counters, display signs, and other equipment involved in deploying a fully integrated, ITS solution.

ITS STRATEGY FOR TURLOCK TRANSIT

While a fully integrated solution is the ultimate goal, City staff is recommending a two-step, parallel approach that will provide lower cost, short-term benefits to passengers while more complex and costly long-term improvements are pursued.

In regards to a short-term solution, City staff is recommending entering into an agreement with a firm that provides basic Automatic Vehicle Location (AVL) services, to include real-time tracking of buses by City staff, dispatchers, and the general public. The service would include a real-time passenger information system that allows passengers to call or text a phone number, enter a bus stop identifier, and receive a verbal or written estimation of when the next bus is expected to arrive. In addition, the service would provide transit performance and analytics to City transit staff, which would play a key role in making decisions for new services or modifications to existing services. This deployment would meet the most pressing need of passengers now and is expected to reduce call volume at the Transit Center as much as 50%. Transit funding is available in the current fiscal year to deploy such as service.

In regards to a long-term solution, City staff is recommending the development of plans and specifications for a fully integrated, ITS project that incorporates existing technology on buses, such as the City's Genfare Fast Fare fareboxes, with new technology, such as Automated Passenger Counters (APC), audio/visual annunciation systems, interior destination and points-of-interest signage, remote vehicle health monitoring for fleet maintenance personnel, and public WiFi. Once the plans and specifications are fully defined the project would be competitively bid, evaluated on the basis of best value, awarded, and installed as part of a single project to minimize overall costs. This single vendor approach avoids compatibility and integration issues that often stem from having multiple vendors and contractors involved in a phased approach over the span of multiple years.

Given the complexity of the design and procurement process, industry experts suggest this could easily take eighteen (18) to twenty-four (24) months to

successfully complete. City transit staff expects this could be even longer given current staffing levels. The extended time frame, while not ideal, does allow for budgeting of the necessary transit funding for such a capital-intensive project.

If approved, City staff would pursue both short-term and long-term solutions concurrently, allowing the public to benefit from core improvements while more comprehensive improvements are developed.

SWIFTLY

City transit staff evaluated a variety of providers and services in a search for a short-term solution that was straightforward and quick to deploy with simple hardware interfaces that don't rely on complex integrations with other equipment. The solution needed to have intuitive data analytics and reports in the areas that matter most for transit planners and low-cost deployment when compared to typical industry solutions. The data provided through the solution needed to be "open" with an Application Programming Interface (API) freely accessible by third party applications and services.

After researching solutions on the market over a period of years, participating in vendor demonstrations to evaluate functions and features, and discussing solutions with industry peers, City transit staff is recommending an Agreement with Swiftly, Inc. of San Francisco, California to provide the services that met the previously listed requirements. Unlike most technology providers, Swiftly provides a simple, small device that can be installed easily on each bus in under 15 minutes. The device will "ping" its location every few seconds using a cellular connection, allowing it to be tracked on a web-based map in real-time, which differs from some providers with gaps as large as 30-45 seconds between pings, making it difficult to accurately predict arrival times. The location information will be accessible through a web-portal, through a Swiftly app, or through a variety of third-party applications such as Google Maps and the Transit app. Information is stored in the Swiftly platform indefinitely, allowing City staff to evaluate on-time performance, vehicle speeds, and schedule issues across all routes.

Since all activity is logged and stored in real-time, Swiftly allows City transit staff and Storer management staff to investigate complaints against drivers as well. For example, a caller may claim "I've been waiting at the bus stop and the bus never came by." This claim could be easily affirmed or refuted by checking the exact location of that particular bus at that exact time of day. In this manner, the Swiftly tool provides for both driver accountability and protection for drivers against false or inaccurate complaints.

The Swiftly proposal (Exhibit A) is a turnkey proposal, including all costs for set-up and activation, purchase of the hardware, data connection fee (\$10 per bus, per month), and unlimited access to the Swiftly platform for the term of the Agreement (Exhibit B). A sole source justification from Swiftly outlining their unique features

and benefits is also provided (Exhibit C). All costs would be paid with budgeted transit funds; no General Funds monies would be used.

If approved, City transit staff would work with Swiftly staff on implementation and deployment with a target deployment date of no later than July 1, 2019. The deployment would include marketing, outreach, and education of our ridership to make sure they understand how to use the service. City staff would seek to deploy the service in such a way that makes a future transition to another provider (long-term solution) as seamless as possible. The deployment would also involve the posting of a supplemental sign at each bus stop providing: the bus stop identifier, phone number for real-time information, and simple instructions for first-time users. These additional signs are not part of the Swiftly platform and would be installed by City staff with transit funds.

Over the duration of the Agreement it is possible that changes to the City's fleet, changes to the services that Turlock Transit provides, or new Swiftly modules or services will require the purchase of additional hardware, software, or services fees. Therefore, City staff is seeking authorization for the City Manager, or his designee, to procure those items deemed necessary to maintain or improve these successful services, contingent on the availability of budgeted funds. Under no circumstances would City staff seek to extend the term of the Agreement without prior approval of the City Council.

4. BASIS FOR RECOMMENDATION:

- A. Promotes new ridership, necessary for the future sustainability of transit services, and makes using transit easier for regional passengers.
- B. This enhancement is particularly appreciated by teens, young adults, and visitors or tourists that are unfamiliar with the transit system.
- C. Provides a way for passengers to quickly and easily determine the location of their next bus via phone call, text, mobile app, or a website.
- D. Call volume to Turlock Transit is expected to drop by up to 50% after deployment, freeing time for dispatchers to answer other calls.
- E. Deployment and installation of the hardware is simple, quick, and easy, allowing for easy removal at the end of the Agreement with no permanent damage to buses.
- F. Backend data analytics will provide City transit staff with powerful tools to analyze on-time performance, constraints along routes, and over system performance, resulting in a smarter, more effective transit system.

- G. The City's contract with Storer outlines performance standards and provides for the assessment of liquidated damages if those standards are not met. Currently, the City has no way to enforce some elements, such as on-time departures, but this deployment would provide the tools to enforce it.
- H. Purchases made within FY 2018-19 will not negatively impact the City's compliance in regards to fare recovery standards, as the City's farebox exemption extends through June 30, 2019.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Funds monies will be used.

The total cost for all services under the Agreement are \$99,800. The specified total is comprised of annual charges as follows:

- Year 1: \$36,250 (includes \$8,950 in one-time fees)
- Year 2: \$27,300
- Year 3: \$27,300

City-related implementation expenses, such as additional signage and installation of said signage is expected to be less than \$5,000. Funding for all project expenses will come entirely through budgeted transit funds (Fund 426); no budget amendment is required.

6. CITY MANAGER'S COMMENTS

Recommend Approval

7. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) of the CEQA guidelines. This action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.

8. ALTERNATIVES:

- A. Reject the strategy for implementing ITS elements on City transit buses, as well as an Agreement with Swiftly, Inc. City staff does not recommend this approach because the stated strategy will meet expressed needs of the community, will provide transit operations staff with key data that can be used in managing the transit services, and will do so in a way that is simple, easy, and cost-effective without jeopardizing the efforts required for a more

comprehensive, long-term solution. There are adequate funds budgeted for the proposed expenditures.

- B. Approve the strategy for implementing ITS elements on City transit buses, but reject an Agreement with Swiftly, Inc., possibly requiring a formal Request for Proposals process prior to the award of any contract. City staff does not recommend this approach as a formal RFP for services of this nature takes a lot of time and would undercut the benefit of the two-pronged strategy for ITS improvements. In addition, expenditures made beyond July 1, 2019, would not benefit from the existing fare recovery exemption permitted for Turlock Transit and would negatively impact the fare recovery ratio.
- C. Approve the strategy for implementing ITS elements on City transit buses, approve an Agreement with Swiftly, but reject granting authority for future sole source procurements as may be needed in the future. City staff does not recommend this approach because future changes in the City's fleet, transit services, or new, value-added Swiftly offerings could necessitate additional purchases that could be delayed if every minor addition required specific City Council approval.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A THREE	}	RESOLUTION NO. 2019-
(3) YEAR AGREEMENT WITH SWIFTLY, INC.,	}	
OF SAN FRANCISCO, CALIFORNIA, IN AN	}	
AMOUNT NOT TO EXCEED \$99,800.00	}	
(FUND 426) FOR AUTOMATIC VEHICLE	}	
LOCATION (AVL) HARDWARE AND DATA	}	
SERVICES, REAL-TIME PASSENGER	}	
INFORMATION SERVICES, AND	}	
WEB-BASED ANALYTICS ON THE SWIFTLY	}	
PLATFORM, WITHOUT COMPLIANCE TO THE	}	
FORMAL BID PROCEDURE PURSUANT TO	}	
TURLOCK MUNICIPAL CODE SECTION	}	
2-7-08(b)(6), AND AUTHORIZING THE CITY	}	
MANAGER TO EXECUTE THE AGREEMENT	}	
	}	

WHEREAS, through separate action, the Turlock City Council has approved a strategy for the implementation of Intelligent Transportation Systems (ITS) equipment on City transit buses through both a short-term approach and long-term approach; and

WHEREAS, the addition of Automatic Vehicle Location (AVL), real-time passenger information systems, and the web-based platform offered by Swiftly, Inc., of San Francisco, California, provides a benefit to the City's transit passengers as part of the short-term approach; and

WHEREAS, the transit analytic tools provide City transit staff with the ability to validate or refute complaints or claims for the public, as well as hold the transit operations contractor accountable for providing high-quality services as outlined in their contract with the City, to include the assessment of liquidated damages if required; and

WHEREAS, the full costs of the project, to include the costs outlined in the Swiftly proposal, as well as the City-related deployment costs, are currently available and budgeted in Account No. 426-40-415.51240.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve a three (3) year Agreement with Swiftly, Inc., of San Francisco, California, in an amount not to exceed \$99,800.00 (Fund 426) for Automatic Vehicle Location (AVL) hardware and data services, real-time passenger information services, and web-based analytics on the Swiftly platform, without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(6), and authorize the City Manager to execute the Agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of March, 2019, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Swiftly Proposal for Turlock

Real-Time Passenger Information & Next Generation Transit Analytics



November 27, 2018



Swiftly

1 Sutter Street, Suite 500
San Francisco, CA 94104

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Summary of Project Goals

After meeting with Turlock's team, several goals have been outlined for a collaboration:


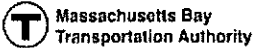

- Generate highly accurate and reliable real-time information for bus passengers
- Demonstrate that real-time passenger information can be sent to any point of rider interaction, including mobile apps, web pages, electronic stop displays, SMS systems, interactive voice systems, and more.
- Demonstrate the ability to quickly and efficiently monitor on-time performance, travel times, dwell times, and more. This data can be used agency-wide, by planners, operations, schedulers, executives, and more.
- Show how Swiftly's big data tools can be used for planning purposes - to help determine where planning efforts should be focused and to measure the impact of service and/or infrastructure changes.


Project Objective	Current Situation	Swiftly Solution	Expected Benefits
Improve the passenger experience	Current real-time passenger information is inaccurate and passengers are complaining.	Swiftly Transitime: RTPI Module	<ul style="list-style-type: none"> • Improve customer satisfaction scores. • Increase ridership and farebox revenue. • Reduce inbound call volume and call center costs.
Focus planning efforts on the highest yield projects.	While your agency already collects a tremendous amount of data, it is very difficult make sense of this information.	Swiftly Insights: On-Time Performance, Runtime, and Vehicle Speed Modules	<ul style="list-style-type: none"> • Avoid overspending on capital improvements by focusing only on the stops and intersections that require investment rather than along the entire corridor. • Improve vehicle speeds and reduce running times by targeting transit signal priority and other capital improvements on the highest yield intersections.
Easily justify capital improvements to	It is very time-consuming and challenging to justify	All Swiftly Modules.	<ul style="list-style-type: none"> • Quickly visualize your complex data in easy to understand ways so that

the board and to the public	transit investments, and the benefits of those investments, to the public		everyone can comprehend why you are making changes.
Improve schedule accuracy	Current systems are limited by timepoints and there is no way to see what happens between timepoints	Swiftly Insights: Runtime Module and Swiftly Insights: Vehicle Speed Module	<ul style="list-style-type: none"> • Understand how your agency is performing down to the stop level. • Use these insights to update and modify your route schedules. • Improve overall on-time performance.
Improve team productivity	Current teams rely on manual efforts for planning and data analysis, making projects very time consuming.	All Swiftly Modules	<ul style="list-style-type: none"> • Accomplish more planning projects in much less time. • Improve customer service response times through faster and easier to use vehicle replay functionality.
Help dispatcher better track vehicles	The current dispatcher interface is slow to update and hard to use.	Swiftly Transitime: Live Map Module	<ul style="list-style-type: none"> • Help operators better track real-time performance statistics, like headways and on-time performance.
Improve intra-agency coordination and communication	The data that exists for schedulers, planners, operations, customer service, and executives can come from different onboard systems and can be difficult to analyze.	All Swiftly Modules	<ul style="list-style-type: none"> • Create a single data standard that can be used across all departments. • Share simple visualizations across departments to communicate and resolve performance issues.
Use your existing hardware	New products typically required new hardware along with drilling and installation. This can be costly and time consuming.	All Swiftly Modules	<ul style="list-style-type: none"> • Swiftly platform works with any existing hardware. As your agency modifies or changes hardware in the future, these new data sources can be seamlessly integrated into the Swiftly platform making the system future-proof.

Return on Investment

We have worked with dozens of transit agencies and have demonstrated measurable results. The following are just a few customer examples:

Agency	How They Use Swiftly	Benefits
	<ul style="list-style-type: none"> • TSP and corridor analysis • Express vs. local service after study. Stop thinning and stop relocation analysis. 	<ul style="list-style-type: none"> • Compressed a multi-month study down to weeks using the Swiftly platform. • Saved money by focusing capital improvement dollars on problem intersections rather than entire corridors.
	<ul style="list-style-type: none"> • Improve the quality of their real-time passenger information 	<ul style="list-style-type: none"> • Deployed Swiftly on their commuter rail and saw an improvement in their real-time passenger information from 77% accuracy to 95% accuracy. This improvement resulted in fewer passenger complaints and a better overall passenger experience.
	<ul style="list-style-type: none"> • Corridor Analysis • Headway Management • Real-time passenger information 	<ul style="list-style-type: none"> • Completed nine corridor TSP analysis studies in the time it would normally take to do one study, representing a 9x productivity increase. • Leveraging the Swiftly live map to monitor and prevent bus bunching and gaps in real-time. • Able to offer accurate, real-time ETA information via popular mobile apps, SMS, IVR, and web interfaces. • 50% reduction in passenger complaints in 2017 over 2016.

	<ul style="list-style-type: none"> • Real-time passenger information • On-time performance tracking. 	<ul style="list-style-type: none"> • Saw 90% drop in the number of "where's my bus" calls since implementing Swiftly. • Used to take 3 days to address customer inquiries – this can now be done in a few minutes. • Ability to coordinate with local police when a crime is in progress using Swiftly's Live Map and GPS Playback module.
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Swiftly Overview

Swiftly, Inc. is a San Francisco based software company that specializes in big data solutions for transit, including accurate real-time passenger information systems and robust data analytics. The members of our experienced team have been at the forefront of developing customer information systems and advanced travel analysis tools for over a decade. Swiftly now works with nearly 40 transit agencies and impacts over 2 million passengers per day.

Swiftly is a cloud-based technology platform that uses a Software as a Service (SaaS) business model to provide transit agencies with a flexible, "off-the-shelf" system. Our solutions can integrate directly with an operator's existing CAD/AVL system, or supplement them with additional low-cost hardware if limited data is available. Swiftly's platform consists of two core components:

1. **Swiftly Transitime:** a system to generate accurate real-time information externally for riders and internally for dispatchers and controllers.
2. **Swiftly Insights:** a new way to leverage historical big data to improve operational efficiency and service reliability.

Agencies may opt to deploy one or many of our solutions.

Cloud-Based Software

All of Swiftly's software is cloud-based. You will never have to worry about maintenance, hosting, or downloading software updates. Your agency will automatically have the most up-to-date software with the latest features and bug fixes every time you login.

Additionally, Swiftly is constantly improving our software based on feedback from customers. If Swiftly adds a new feature for one customer in a software module you have purchased, your agency will automatically have access to that feature the next time you login. Our goal is to continually enhance the software based on feedback from our customers so that everyone can benefit from a product that gets better over time.

Scope of Work

The following sections provide more detail about the Swiftly platform and how it can help you achieve your objectives. The key items discussed in this proposal include:

- Generating highly accurate real-time passenger information to improve the rider experience. All information can be promoted to passengers through mobile applications, web pages, SMS, interactive voice response (IVR), and other systems.
- Open data APIs (GTFS, GTFS-rt, XML, and JSON feeds) so that 3rd party developers, such as Transit and Google Maps, can access real-time information for passengers.
- Insights and analytics about on-time performance and historical vehicle position playback
- Real-time vehicle monitoring tools
- GPS hardware to track vehicle movements in near real-time

Swiftly Transitime

Swiftly Transitime is a system to generate accurate real-time information externally for riders and internally for dispatchers and controllers.

Real-Time Passenger Information Module

Building trust with passengers is key to increasing ridership and keeping them happy. Connect with riders where they are — transit apps, webpages, SMS, and IVR — to give them the industry's most accurate real-time vehicle predictions with Swiftly Transitime. With reliable and accurate updates, more people will catch their ride, keeping cities moving happily and efficiently.

Key Benefits:

- **Highly Accurate:** Swiftly Transitime has been independently benchmarked to be 10-30% more accurate than current industry RTPI systems. Our state of the art algorithms leverage large volumes of historical and real-time data to more accurately predict future arrival times.
- **More Riders:** Many agencies experience an increase in ridership with accurate real-time information.
- **Happy Riders:** Up to 90% of customers report greater satisfaction with transit when accurate real-time information is made available.
- **Time Savings:** Riders report an average of 2 minutes saved for wait times when real-time information is made available.
- **Swiftly Transitime** supports any GPS/vehicle location system, making it low cost and easy to deploy. You can modify or add vehicle location hardware in the future without impacting service for passengers.

Key Features:

- The system is capable of ingesting assignment information from scheduling systems, automatically assigning vehicles to routes, and also manual vehicle assignment, thereby reducing an agency's dependency on driver logins.
- The system produces open data and APIs for third party mobile and web application developers, including the common GTFS-real-time format, as well as JSON, XML, and SIRI data feeds. This means you can seamlessly send real-time information into Google Maps, Transit, and other applications.
- Riders can access real-time arrival information anywhere - through any web browser, via SMS, and through interactive voice response (IVR). Your agency will receive a dedicated phone number for SMS and voice-based inquiries. Voice-based inquiries provide audible access to real-time information, which is particularly useful for riders who are visually impaired.

GPS Hardware (Optional)

If your agency lacks real-time vehicle tracking or if your vehicle positions are reported infrequently or unreliably, Swiftly can provide optional, low-cost GPS hardware. We provide GPS hardware pre-configured with our software that can be connected directly to your vehicle's power supply. The installation is extremely simple, does not require any drilling or complicated setup, and can usually be completed within 15 minutes per vehicle. This uniquely simple setup drastically reduces costs and speeds up implementation. Some benefits of this hardware:

- Quick installation of 15 minutes per vehicle
- Low cost
- High reporting rate of every 10 seconds
- Low latency of 2 seconds (time for data to go from the vehicle to Swiftly's systems)

Any hardware provided by Swiftly has a one-year no questions asked warranty.

Collecting & Combining Vehicle Position Data From Many Sources

Swiftly can collect and combine location data from many sources (CAD/AVL, Wi-Fi Systems, GPS Trackers, etc) to better track vehicle locations and system performance. The platform does not require any proprietary hardware to identify vehicle locations, making it flexible and future proof. Even as underlying infrastructure, such as CAD/AVL or onboard hardware is modified, Swiftly can continue to operate because it can incorporate any source(s) of vehicle position data in real-time. Additionally, as Swiftly collects more data from more sources, it becomes more accurate at tracking vehicle locations and predicting future arrival times.

Passenger Facing Tools

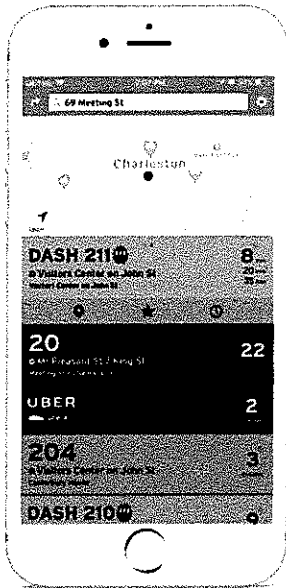
Swiftly has developed a robust set of tools to help riders access real-time transit information.

Open Data Support for 3rd Party Mobile Applications

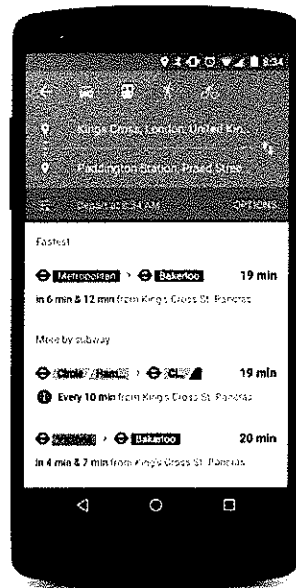
While one mobile app can be useful, passengers often like to choose the mobile app that

best supports their needs. For this reason, Swiftly provides your agency with a suite of open data tools, enabling any mobile app or apps of your choosing to integrate with your real-time arrival information. This helps you reach more riders than ever before.

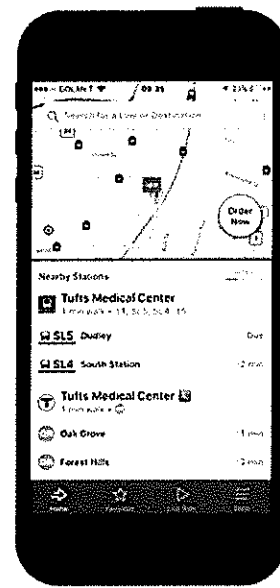
Swiftly Transitime supports all of the industry data standards for real-time passenger information: GTFS-realtime, JSON, XML, and SIRI. Common app integrations include Transit (leading North American mobile app for transit), Google Maps, and Moovit.



Transit



Google Maps

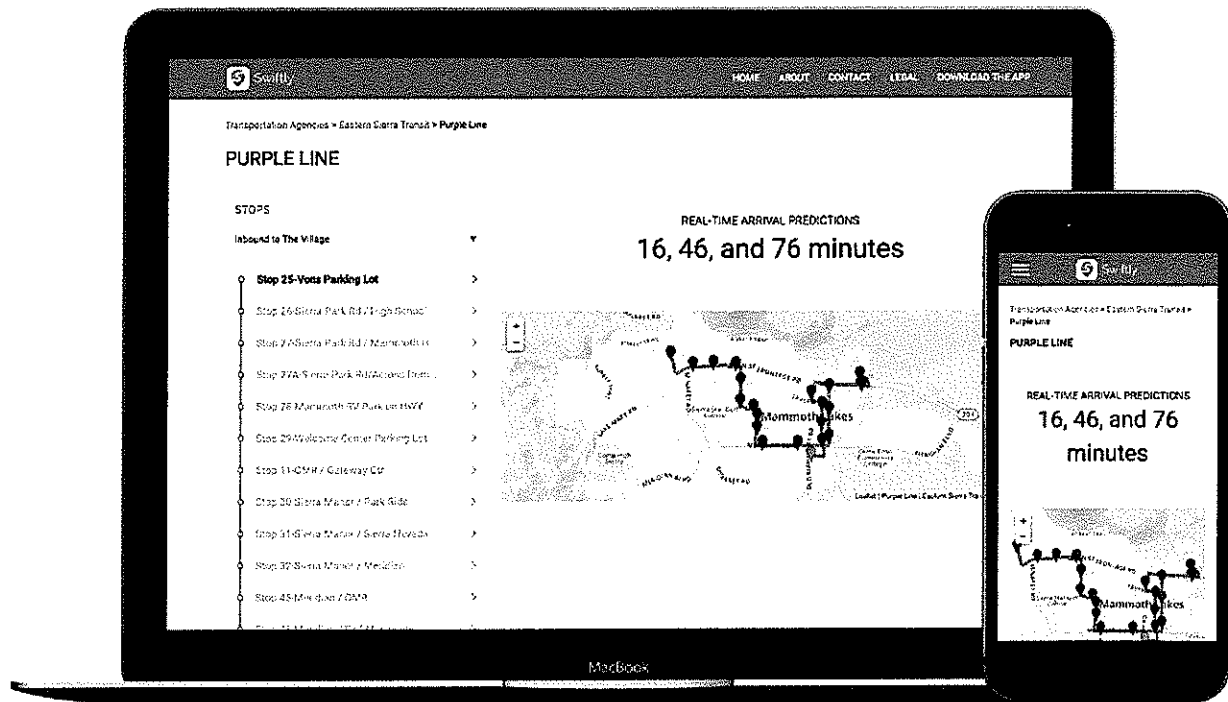


Moovit

Public Website

In addition to providing riders with access to your data via a mobile app experience, Swiftly can help you provide riders with real-time information through an easy-to-use website. The website lets users see routes that are of interest to them, including a map with the route path and real-time arrival information.

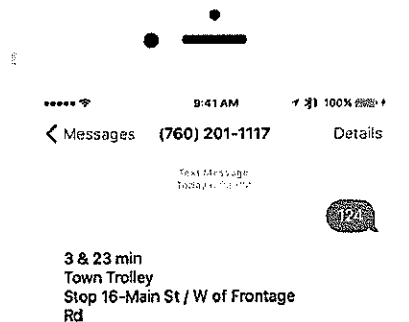
The public-facing website is fully responsive, meaning the user interface can automatically adjust and resize to provide an optimized experience on any device. If a user opens the public website on a desktop computer or mobile device, they will easily and quickly be able to access real-time passenger information.



Given Swiftly's open data APIs, all of your real-time passenger information can be made available to third party developers, allowing you the option of easily adding a different real-time information interface to your website.

SMS & Voice

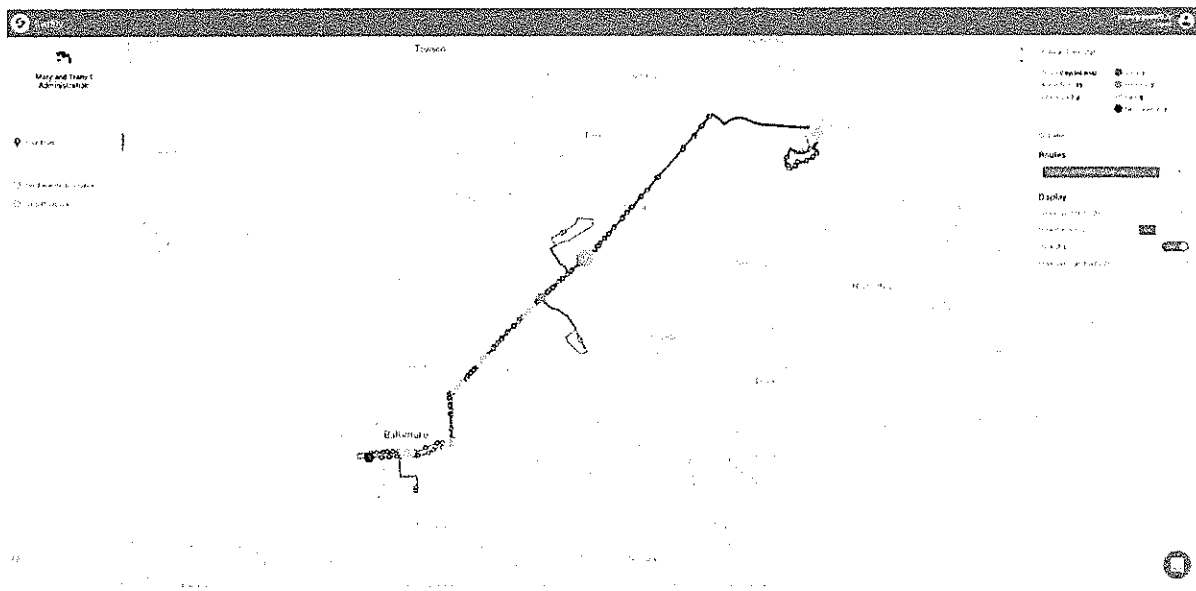
Riders can also access real-time information via SMS and interactive voice response (IVR). Your agency will be given a dedicated phone number so that riders do not need to memorize an agency key. The rider simply texts or calls in with the stop number and the system will respond with the arrival times, route name, and nearest stop location. Visually impaired riders can easily call your agency's dedicated phone number to receive arrival times through an audible response.



Live Map Module (Internal Use)

In addition to passenger facing real-time information, Swiftly provides backend management tools for your agency. Swiftly's Live Map Module is a web-based portal that lets you monitor the state of your transit network in real-time.

View schedule adherence maps to see which vehicles are running early (red), late (yellow), or on-time (green), in real time throughout the day. Or, modify the vehicle display to view live headway status to detect bunching or gaps. Click on a vehicle for more information about the route, vehicle ID, driver ID (if available), live on-time performance, live headway, etc. Monitoring your transit network has never been easier.



Key Features:

- Locate vehicles in real time on a live map
- Filter the display to one, many, or all routes
- Visualize vehicles based on direction, live on-time performance, or headway status
- Click on a vehicle for more information, including vehicle ID, route, direction, headsign, live on-time performance, and driver ID (when available)
- While Swiftly can automatically assign vehicles to routes and use assignment information from your scheduling software, your agency can also manually assign vehicles to routes and trips through this dashboard.

Swiftly Insights

Swiftly Insights analyzes and visualizes millions of data points in seconds to help you quickly locate and resolve performance issues. Intuitive reports surface issues and are fluidly connected, showing not only problem areas, but also giving color to root causes — thus equipping planners, schedulers, and operations teams with the information they need to make more efficient and effective decisions.

Key Benefits

- Discover when and where operational issues occur
- Increase efficiency and reduce operating expenses
- Utilize insights to inform planning processes
- Improve the passenger experience with more reliable transit
- Seamlessly integrates with existing vehicle tracking systems (when data is available)

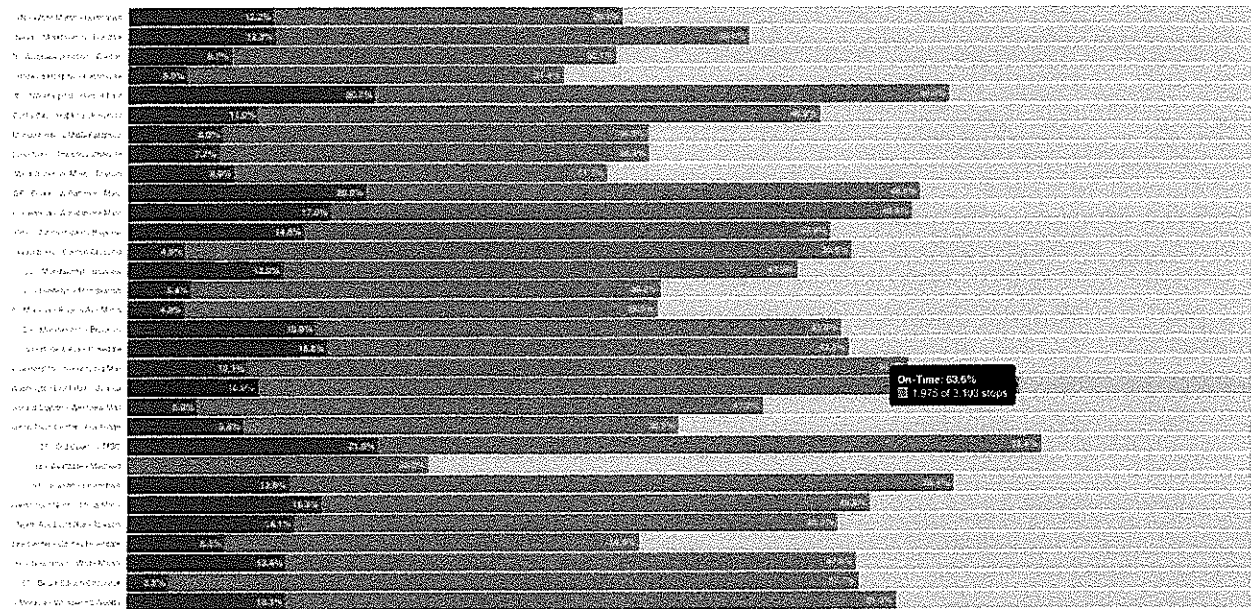
Key Features:

- Web-based analytics tool that leverages big data to provide your agency with robust historical on-time performance reports.
- Determine specifically where and when on-time performance issues are occurring. You can drill into the details to examine on-time performance by: route, stop along a route, time of day, and down to the trip and stop level.
- Perform before and after studies to measure the impact of service or policy changes. You can run on-time performance reports over two different date ranges and instantly determine if the change was successful.
- Replay historical vehicle positions as every GPS point is saved.
- Swiftly accurately calculates actual departure and arrival times by using live vehicle position information along with historical travel times. Additionally, Swiftly generates more accurate on-time performance calculations than industry average by treating the terminus differently than other stops during the route (because the terminus only has an arrival but not a departure).
- System configuration is purely GTFS based, which means that on-time performance calculations are relative to the same schedule used by passengers in Google Maps or other trip planning applications. This ensures that your performance metrics are always inline with the true passenger experience.
- Users can easily export data generated by Swiftly for additional analysis in Microsoft Excel, R, Tableau, or other applications. Your data is open and available via API or for download.

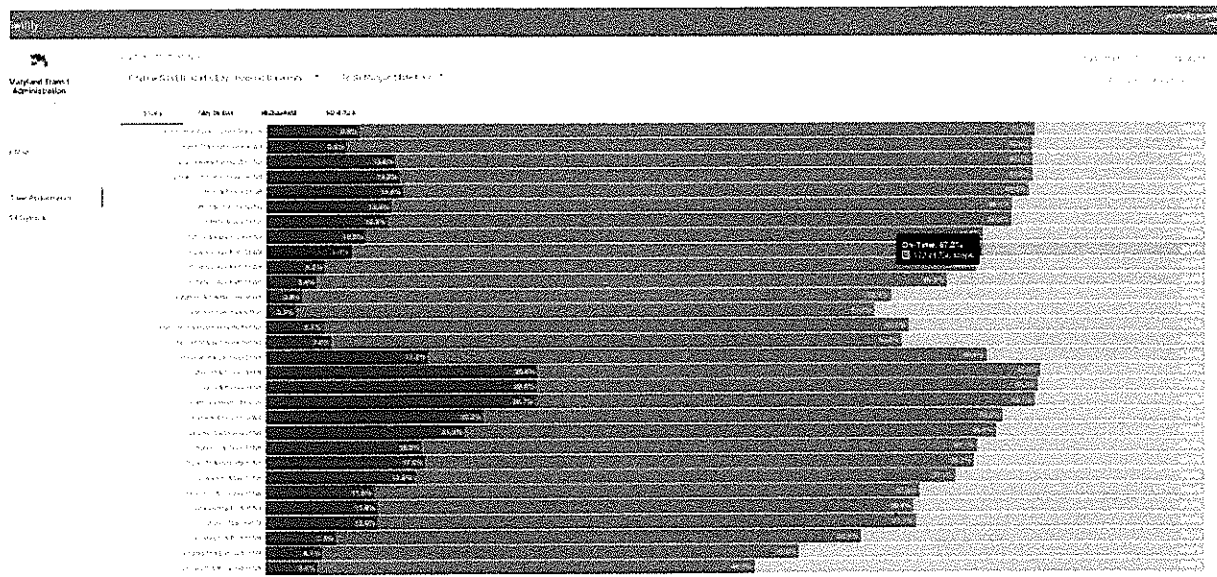
On-Time Performance Module

The following sections illustrate how the Swiftly Insights On-Time Performance module can be used to monitor and improve an agency's on-time performance. The chart below displays your on-time performance by route, showing that you can quickly determine your fleet's schedule adherence. Red represents early departures, yellow represents late

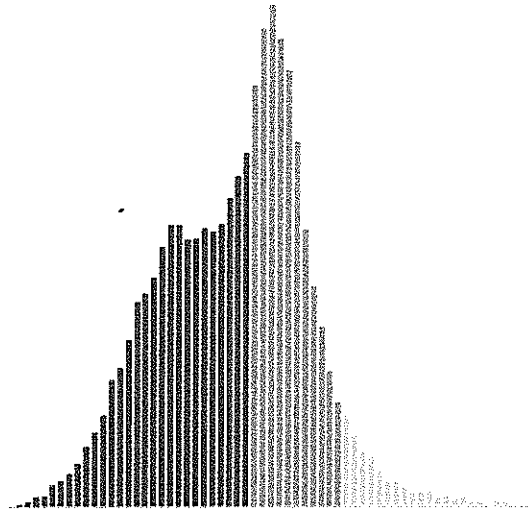
departures, and green represents on-time departures. This chart demonstrates what percentage of the time vehicles depart early, late, or on-time relative to the published schedule for each route in your transit system.



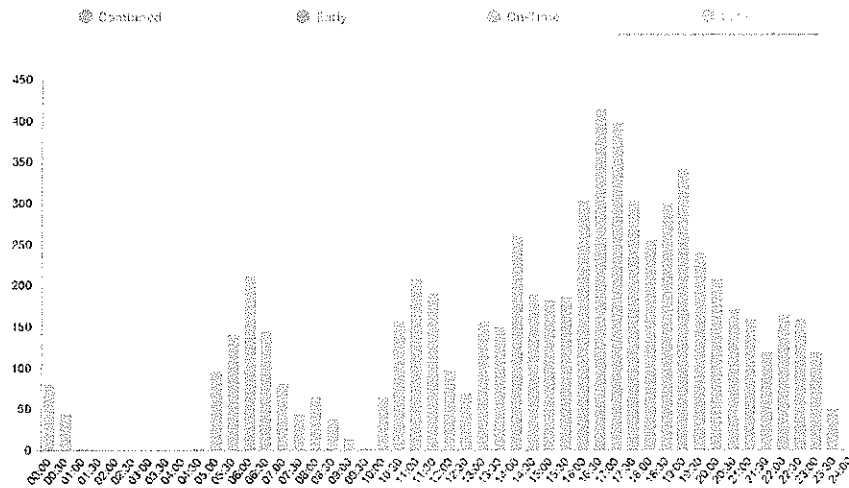
On-time performance reports can be generated for an individual route to determine which stops along the route are causing departures to fall ahead or behind the posted schedule. The schedule adherence chart below displays the on-time performance for each stop along a sample route. You can quickly determine which stops have early departure issues (red) and which tend to run late (yellow).



Additionally, if you wish to gather more information about the performance of a particular route, you can view the on-time performance distribution. This represents how early or late vehicles depart, allowing you to understand the severity of identified on-time performance issues. The x-axis shows the number of minutes early or late that the vehicle departed, relative to the published schedule, and the y-axis represents the number of stops that occurred for each departure time. Red columns represent early departures, yellow columns represent late departures, and green columns represent on-time departures.



Schedule adherence data can also be displayed by time of day. The report below shows how a route's on-time performance can be impacted by the time of day. The x-axis represents the time of day, and the y-axis indicates the number of departures. For this particular chart, we have applied a filter to only show late departures so that we may determine when vehicles tend to run late. We can easily see that during the evening commute hours, the vehicles tend to run later relative to the schedule than at any other time of day.

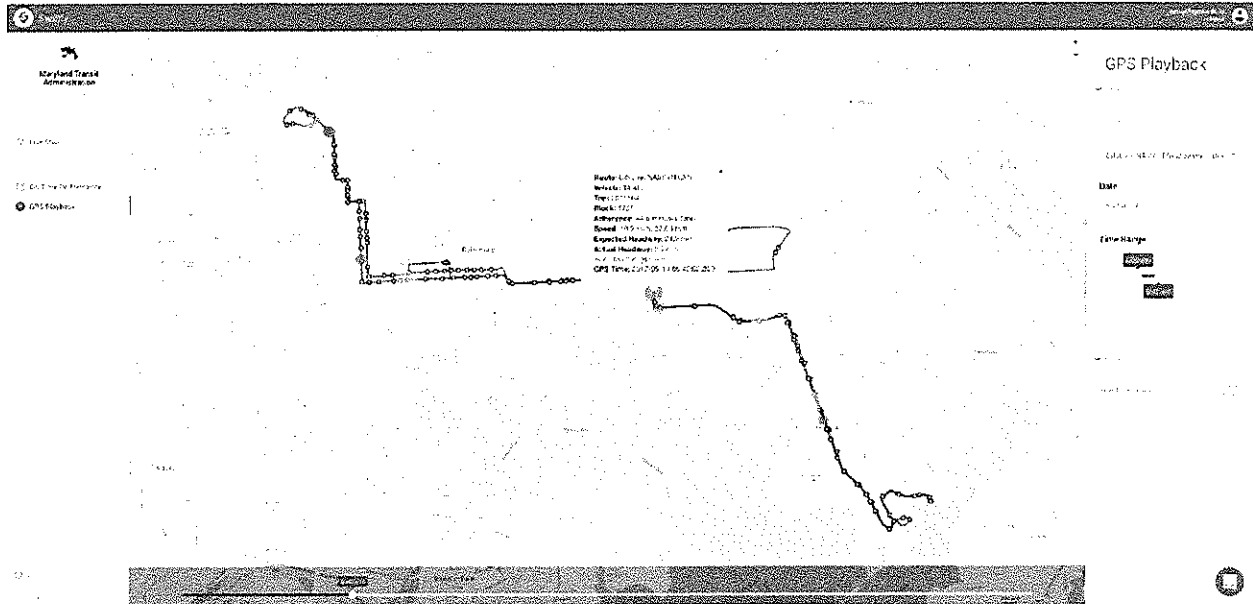


Lastly, on-time performance can be viewed in a table chart format. Each column in the table below displays every stop along the route, and rows represent every trip listed in the GTFS schedule data. Again, yellow cells indicate late departures and red cells indicate early departures. White cells indicate on-time departures, and empty cells reflect stops not scheduled on a particular trip. We can easily see the trips, stops, and time of day where issues occur.

[illegible]

GPS Playback Module

Since Swiftly stores all historical GPS information from your vehicles, you can easily replay any moment in time to reveal historical schedule adherence, speeds, vehicle positions, and more. The chart below shows historical vehicle positions for a sample route. The slider at the bottom of the image can be dragged to replay any moment in time. Vehicle and route replays are immensely helpful in understanding one-off or systematic problems discovered in the On-Time Performance module and can also aid in debugging various GTFS issues.



Runtime Module

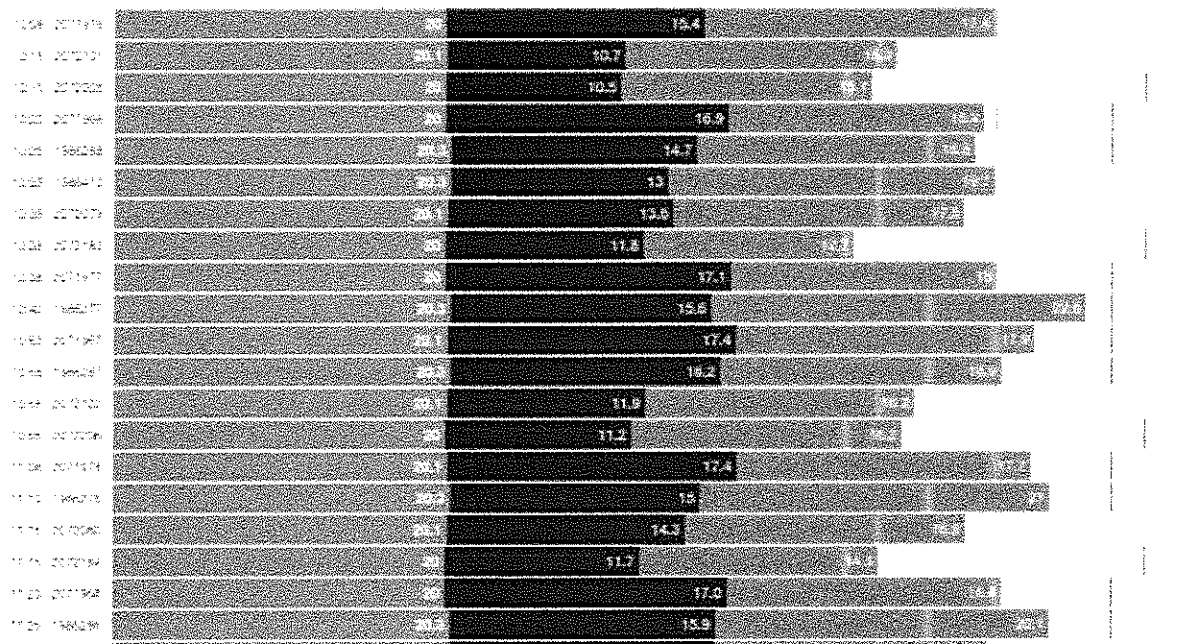
Swiftly can help you easily compare actual runtimes relative to both the scheduled runtime and next trip start time to monitor your scheduling accuracy. If scheduled runtimes are too long, you have added too much slack which can increase your operating budget while negatively impacting the passenger experience (long trip runtimes). However, if your scheduled runtime is too short, you can negatively impact drivers by reducing their allocated layover or deadhead time. Swiftly helps you instantly compare actual performance versus scheduled performance.

In the chart below, the Swiftly runtime module shows the actual runtime broken into three components, with the green line indicating "scheduled travel time" and the orange line showing the "next trip start time." The x-axis is *minutes*, and the y-axis is each trip:

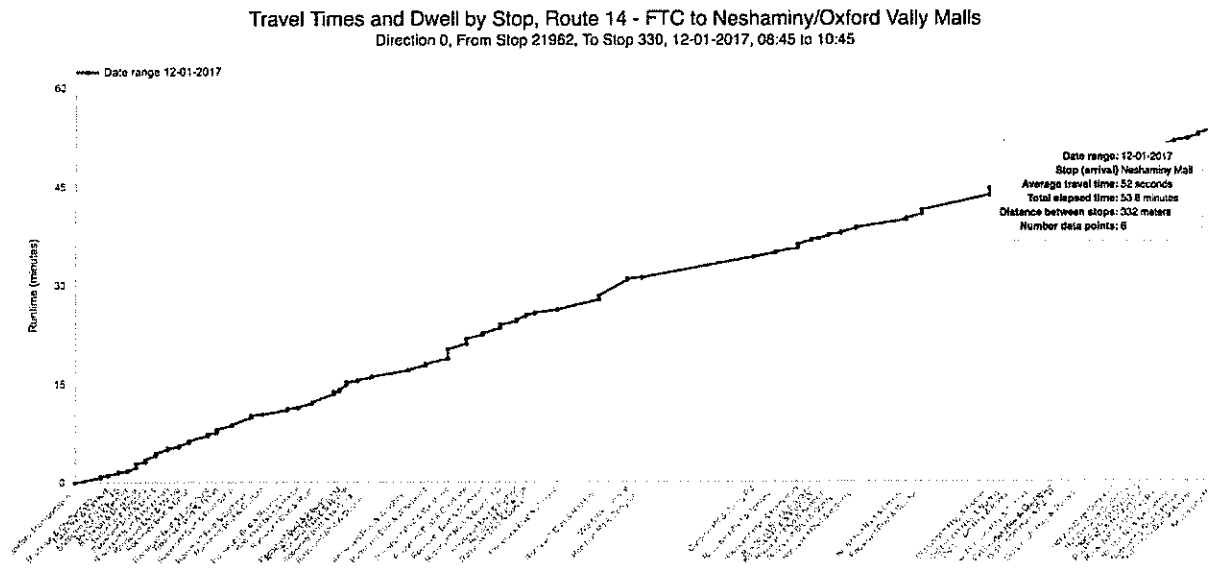
1. Light Blue - "fixed travel time": the minimum travel time while the vehicle is in motion. This is the all-green-light scenario that represents the 5th percentile of trip travel times.
2. Dark Blue - "variable travel time": the additional time spent in motion beyond the fixed travel time, as impacted by traffic, detours, red lights, etc. .

3. Purple - "dwell time": the time vehicles spend stationary within close proximity to a route stop.

These data visualizations can be used to instantly analyze schedule efficiency across thousands of trips.



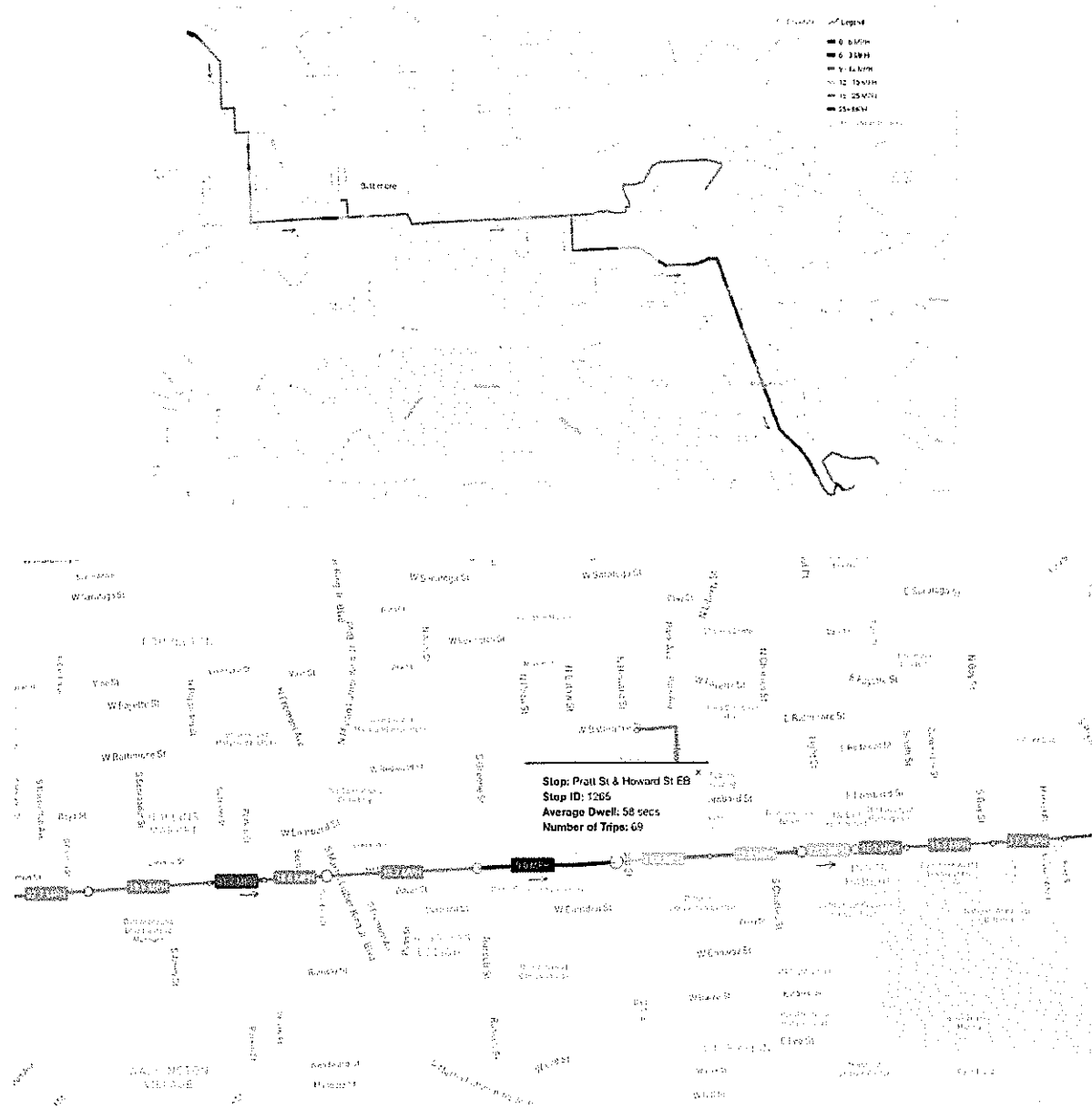
In addition to the chart above, it can be important to see how each stop contributes to the total running time of the trip. The following data view gives a stop-level breakdown of travel times between segments as well as total runtime. This view is particularly valuable for planning projects where it is important to measure the impact of stop thinning, transit signal priority, and queue jumps, and other infrastructure enhancements. You can instantly detect where slowdowns and performance issues are occurring. Additionally, as you make infrastructure investments, you can quickly perform before-after studies to better understand the impact of those changes.



Vehicle Speed Module

In addition to analyzing runtimes, the vehicle speed module enables you to quickly visualize vehicle speeds and dwell times across any corridor and over any time period. This is particularly useful to find where vehicle speeds are slowing down so that you can focus your planning efforts on the right routes and road segments. You don't always have to invest in a large project covering an entire route - it can often be more impactful to focus on the key problem areas and intersections.

Similar to traditional traffic views found in Google Maps and other mapping applications, the vehicle speed module visualizes speeds on a route through a simple color code. Segments with high vehicle speeds are colored green, moderate speeds in yellow, and slow segments in red. The map below shows where vehicle speed issues are occurring on Route during the morning commute. These locations would be prime candidates for stop relocation, queue jumps, TSP, and other infrastructure projects.



Like all Swiftly modules, you can measure how vehicle speeds change over time. This is particularly useful for measuring how performance is changing over time. Once you make a schedule or infrastructure change, you can immediately measure and quantify its effectiveness.

Customer Testimonials

We have worked with dozens of transit agencies and have demonstrated measurable results. The following are a few customer examples:

Boston MBTA

During February of 2015, Boston's MBTA experienced severe weather that caused numerous service problems. For over a month many commuter rail trains were out of service or seriously delayed. Their passengers were extremely unsatisfied with the service, which ultimately led to the agency CEO's resignation. Noticeable improvements needed to be made quickly in order to improve the customer experience. Swiftly's Transitime system was implemented, tested, and released in 10 weeks and made public in August of 2015. The real-time information proved to be significantly more accurate than the previous system that was in place, thereby greatly improving the passenger experience and reducing complaints.

"So far in testing the Transitime commuter rail predictions are much more accurate – 95% accurate for predictions of vehicle 5 minutes away, compared to 77% for the existing system. Predictions are available for a greater number of trips, sometimes much greater. And Transitime has demonstrated high reliability."

- David Barker, Deputy Director of Operations Technology, Boston MBTA

Miami-Dade Transit

Miami-Dade is the 15th largest transit system in the US. They use Swiftly Insights to better monitor and study their transit network performance.

"This is one of the smartest transit technology products I've seen. You have taken data that was previously cumbersome and overwhelming and packaged it in an incredibly clear and useful way."

- Jonathan Feldman, Planner & Scheduler, Miami-Dade Transit

RATP Dev

RATP Dev is the 5th largest public transit operator in the world with operations in 15 countries and 4 continents. They use Swiftly Insights to monitor and improve their transit network performance.

"A typical punctuality analysis is a 3-month project that requires costly equipment investments. Swiftly compresses this down to days with no new infrastructure investments."

- Tahmina Amin-Nawabi, Transport Network and Service Planner, RATP Dev

Sample Implementation Plan & Timeline

The following is an overview of of a typical implementation timeline.

Turlock's Project Lead	Wayne York	
Swiftly Success Manager	Stan Parkford	
Task & Description	Who	Time From Project Start
<u>Review GTFS and GPS data (when available)</u> Swiftly staff will review your current data and notify you if changes are needed in order to create a real-time feed.	Swiftly Team	Before Notice to Proceed
<u>Data integration</u> Swiftly will integrate with your existing AVL and GTFS information.	Swiftly Team	2 weeks
<u>Deliver vehicle GPS devices</u> Swiftly will provide the GPS devices to be installed by your agency staff.	Swiftly Team	4-6 weeks
<u>Device installation</u> Your agency will install the GPS trackers. Swiftly will be available to answer questions and to ensure that the devices are transmitting data properly.	Turlock	6-8 weeks
<u>Perform initial internal testing</u> Swiftly will analyze and provide documented records of AVL reports, real-time prediction accuracy, and system on-time performance. Swiftly and your agency will test the customer interfaces (mobile apps, websites, etc.).	Swiftly Team Turlock	Typically 8-10 weeks ¹
<u>Launch GTFS, GTFS-rt, and customer facing web and mobile apps</u> Upon mutual agreement, Swiftly will work with your agency to launch your new passenger web and mobile apps. Launch typically includes a press release, social media assets, vehicle and bus stop advertisements, and a variety of other marketing collateral.	Swiftly Team Turlock	10-12 weeks

¹ Depends on accuracy of GTFS data

Budgetary Estimate

The estimated cost for a full implementation is provided below. Notes:

- Pricing is based on a 3 year contract minimum duration.
- Swiftly is currently offering a promotion for Q4 2018. If you purchase any two Swiftly Insights Modules, **your third module is free.**
- Pricing expires 60 days after this budgetary estimate was provided.
- If you decide to move forward with a full implementation, Swiftly will follow up with a separate Order Form and invoice for signature.
- Sales tax may be added to your order for GPS tracker purchases if you are based in California and are not sales tax exempt.

PRODUCT	QTY	UNIT COST	TOTAL COST
Swiftly Platform Initial Setup & Configuration	6 Routes	\$500 / Route	\$3,000 One-Time
Swiftly Transitime			
Real-Time Passenger Information Module	17 Buses	\$13,260 / Year	\$13,260 / Year
Live Map Module	-	Included	-
Open Data APIs (GTFS-rt, JSON, XML, etc.)	-	Included	-
SMS and Voice automated services	-	Included	-
Passenger Facing Website	-	Included	-
Swiftly Insights			
GPS Playback Module	-	Included	-
On-Time Performance Module	17 Buses	\$6,000 / Year	\$6,000 / Year
Vehicle Speed Module	17 Buses	\$6,000 / Year	\$6,000 / Year
Runtime Module	17 Buses	\$6,000 / Year	\$6,000 / Year
Hardware			
GPS Trackers	17 Buses	\$350 / Tracker	\$5,950 One-Time
GPS Connected Device Fee	17 Buses	\$10 / Tracker / Month	\$2,040 / Year
Initial Training & Dedicated Customer Success Manager	-	Included	-
TOTAL SETUP			\$8,950 One-Time
TOTAL SOFTWARE PER YEAR			\$27,300
TOTAL YEAR 1			\$36,250
TOTAL YEAR 2			\$27,300
TOTAL YEAR 3			\$27,300

General Terms

- We use a Software as a Service (SaaS) model with annual subscriptions per product. There are no hosting or maintenance fees.
- If you decide to move forward with a pilot or full implementation, Swiftly will follow up with a separate Order Form and invoice. The order form is a one-page agreement that reflects the information presented on this page.
- All contracts are bound by Swiftly's SaaS Terms of Service located at: <http://goswift.ly/saas-terms-of-service> (the "Swiftly Terms").
- Subscriptions include unlimited users within your agency.
- We believe in data access and availability. As long as your agency is a paying customer, you will have easy access to download any data from the modules you purchase.
- Every time we update the platform or launch or a new feature, your agency will automatically have access to that feature so long as you have paid for that module. Since the system is cloud-based, you will never need to download nor re-install new software. Simply log in, and you'll see the new feature!

Support Plan

- You will be assigned a dedicated Customer Success Manager.
- Your Customer Success Manager will create a success roadmap for your team, including a comprehensive onboarding process, access to online training materials, and help with your public launch for customer facing tools.
- We pride ourselves on having the best support team in the industry and we'll never charge you for our time. Always feel free to reach out with questions, comments, or suggestions on how we can better serve you. We typically respond to inquiries within 24 hours.

Technical Requirements

- Everything is hosted in the cloud – you do not need to install nor download any software.
- You can access the software from any desktop or laptop computer, anywhere, anytime.
- Swiftly works on the latest version of any browser.

These Software as a Service (SaaS) Terms and Conditions (together with any applicable Order Form issued hereunder, the "Agreement"), effective as of the date set forth on an applicable Order Form ("Effective Date"), is between Swiftly, Inc., a Delaware corporation, with an address at 1 Sutter Street, Suite 500, San Francisco, CA 94104 ("Swiftly"), and the Customer named in such Order Form ("Customer"). Swiftly and Customer agree as follows:

1. SERVICES

1.1 License. Subject to the terms and conditions of this Agreement, Swiftly (a) will use commercially reasonable efforts to host, operate and maintain the services as set forth on the Order Form, which may include the Swiftly platform (the "Platform"), the Swiftly API (the "API"), and/or other services offered by Swiftly (collectively, the "Services"), (b) grants Customer a non-exclusive, non-transferable, non-sublicensable right and license to access and use the Services and (c) grants Customer a non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. For clarity, unless otherwise specified by Swiftly in writing, any and all rights or licenses granted by Swiftly to Customer shall only apply to Customer and not Customer's affiliates, including, without limitation, any parent, subsidiary, or other entity controlled by or under common control with Customer.

1.2 Access and Account Setup. Upon execution of an Order Form, Swiftly will provide Customer with a unique login and password to access the Services web pages which are hosted and maintained by Swiftly. Customer shall be responsible for the acts or omissions of any person who accesses the Services using logins provided to or created by Customer. Swiftly reserves the right to modify or discontinue any part of the Services at any time by giving thirty (30) days' prior written notice to Customer, provided that in the event such modification or discontinuance materially reduces the functionality of the Services, Customer may terminate this Agreement upon at least thirty (30) days' prior written notice to Swiftly, and Swiftly shall provide Customer with a pro-rated refund of any pre-paid fees for Services not performed by the effective date of termination. From time to time, Swiftly personnel may log in to the Service under Customer's account in order to maintain or improve the Service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.

1.3 Service Availability. Swiftly will use commercially reasonable efforts to maintain the Service availability to send and receive data, subject to downtimes resulting from maintenance, repairs and upgrades. Swiftly will attempt to notify Customer electronically via the Service in advance of any planned downtime. Notwithstanding the foregoing, Swiftly will not be liable for any failures in the Service or any other problems which are related to (a) the Customer Content (b) outages to any telecommunications or public Internet backbones, networks or servers, or other equipment or service outside of Swiftly's facilities or control.

1.4 Service Support. Swiftly will provide Customer with e-mail support for Customer's use of the Service during Swiftly's regular business hours. Customer agrees that Swiftly is not responsible to provide support for any issues resulting from problems, errors or inquiries

related to Customer's systems or hardware.

1.5 Customer Content. As used herein, the term "Content" includes, without limitation, information, data, text, photographs, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services, including without limitation all Customer Content (as defined below). All Content created through or submitted to the Services by Customer (collectively "Customer Content") is the sole responsibility of Customer. Customer acknowledges and agrees that Swiftly will not assume any, and hereby disclaims all, responsibility and liability for Customer Content and any modifications thereto. Customer hereby grants Swiftly a worldwide, non-exclusive, royalty-free, fully paid-up license to use, reproduce, perform, display, modify, and distribute the Customer Content in connection with providing the Services to Customer.

1.6 Use Restrictions. Except as expressly permitted in this Agreement, Customer shall not directly or indirectly (a) use any of Swiftly's Confidential Information (defined below) to create any service, software, documentation or data that is similar or competitive to any aspect of the Services, (b) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Services, or the underlying ideas, algorithms or trade secrets therein, (c) encumber, sublicense, transfer, rent, lease, time-share or use the Services in any service bureau arrangement or otherwise for the benefit of any third party, (d) copy, harvest, scrape, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any aspect of the Services, (e) use or allow the transmission, transfer, export, re-export or other transfer of any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction, (f) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services, (g) remove any copyright patent, trademark, or other intellectual property notices, information, and restrictions contained in any Content accessed through the Services, or (h) permit any third party to engage in any of the foregoing proscribed acts.

1.7 Limitations. Swiftly will not be responsible or liable for any failure in the Services resulting from or attributable to (a) Customer use of the Services not in accordance with this Agreement or any relevant documentation provided by Swiftly, (b) failures in any telecommunications, network or other service or equipment outside of Swiftly's or its service providers' facilities, (c) Customer's or any third party's products, services, negligence, acts or omissions, (d) any force majeure or other cause beyond Swiftly's reasonable control, or (e) unauthorized access, breach of firewalls or other hacking by third parties.

2. PROPRIETARY RIGHTS

Subject to the rights and licenses expressly granted hereunder, Customer shall retain all rights, title and interest (including all intellectual property and proprietary rights) in and to

the Customer Content. Subject to the limited rights and licenses expressly granted hereunder, Swiftly (and its licensors) shall retain all rights, title and interest (including all intellectual property and proprietary rights) in and to the Services, the Platform, the API, all Content (excluding the Customer Content), all Swiftly trademarks, names, logos, all copies, modifications and derivative works thereof, and all rights to patent, copyright, trade secret and other proprietary or intellectual property rights therein. Additionally, all Customer (a) suggestions for correction, change or modification to the Services, (b) evaluations, and (c) other feedback, information and reports provided to Swiftly hereunder (collectively, "Feedback"), will be the property of Swiftly, and Customer shall and hereby does assign any rights in such Feedback to Swiftly. Customer agrees to assist Swiftly, at Swiftly's expense, in obtaining intellectual property protection for such Feedback, as Swiftly may reasonably request.

3. CONFIDENTIALITY

3.1 Definition. Each party agrees that the business, technical and financial information, including without limitation, the Services, the Platform, and the API, and all software, source code, inventions, algorithms, know-how and ideas and the terms and conditions of this Agreement, designated in writing as confidential or disclosed in a manner that a reasonable person would understand the confidentiality of the information disclosed, shall be the confidential property of the disclosing party and its licensors ("Confidential Information").

For the avoidance of doubt, any and all data provided to Customer through the Services (other than Customer Content) shall be considered Swiftly's Confidential Information. Confidential Information does not include information that (a) is previously rightfully known to the receiving party without restriction on disclosure, (b) is or becomes known to the general public, through no act or omission on the part of the receiving party, (c) is disclosed to the receiving party by a third party without breach of any separate nondisclosure obligation, or (d) is independently developed by the receiving party.

3.2 Confidentiality. Except for the specific rights granted by this Agreement, the receiving party shall not access, use or disclose any of the disclosing party's Confidential Information without its written consent, and shall use at least the standard of care used to protect its own Confidential Information, but not less than reasonable care to protect the disclosing party's Confidential Information, including ensuring that its employees and contractors with access to such Confidential Information (a) have a need to know for the purposes of this Agreement and (b) have been apprised of and agree to restrictions at least as protective of the disclosing party's Confidential Information as this Agreement. Each party shall be responsible for any breach of confidentiality by its employees and contractors. Each party may disclose only the general nature, but not the specific terms, of this Agreement without the prior consent of the other party; provided that either party may provide a copy of this Agreement or otherwise disclose its terms in connection with any legal or regulatory requirement, financing transaction or due diligence inquiry.

3.3 Required Disclosure. Nothing herein shall prevent a receiving party from disclosing any

Confidential Information as necessary pursuant to any applicable court order, law, rule or regulation; provided that prior to any such disclosure, the receiving party shall use reasonable efforts to (a) promptly notify the disclosing party (to the extent legally permitted) in writing of such requirement to disclose and (b) cooperate with the disclosing party in protecting against or minimizing any such disclosure or obtaining a protective order.

4. PAYMENTS; TAXES

Customer shall pay to Swiftly fees as set forth in an applicable Order Form in accordance with the terms therein. Past due amounts shall bear a late payment charge, until paid, at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less. All payments are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments, and Customer agrees to bear and be responsible for the payment of all such charges, excluding taxes based upon Swiftly's net income.

5. LIMITED WARRANTY AND DISCLAIMERS

5.1 General. Each party represents and warrants that: (a) it has full power and authority, and has obtained all approvals, permissions and consents necessary, to enter into this Agreement and to perform its obligations hereunder; (b) this Agreement is legally binding upon it and enforceable in accordance with its terms; (c) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding to which it is a party or by which it may be bound; and (d) it will perform its obligations hereunder in accordance with all applicable laws.

5.2 Customer. Customer represents and warrants that (a) Customer has all rights to grant the licenses to Swiftly set forth herein, including without limitation to Customer Content, without infringement or violation of any applicable laws or third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights, and (b) Customer shall not make available through the Services any Content that is disparaging, obscene, offensive, or otherwise inappropriate or that contains any viruses or any other harmful code.

6. DISCLAIMERS

EXCEPT AS PROVIDED IN SECTION 5.1 HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, SWIFTLY HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS) ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, RELIABILITY, OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7. INDEMNIFICATION

7.1 Customer. Customer agrees to defend against and hold Swiftly harmless from any claim by a third party that arises from or is related to (a) any Customer Content, (b) Customer's use of the Services in violation of this Agreement, and to indemnify Swiftly for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of such claims.

7.2 Swiftly. Swiftly agrees to (a) defend against and hold Customer harmless from any claim by a third party that Services infringe a valid U.S. patent (issued as of the Effective Date), or any copyright or trade secret, of such third party and (b) indemnify Customer for settlement amounts or third party damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of such claim. If any part of the Services become or, in Swiftly's opinion, is likely to become the subject of any injunction preventing its use as contemplated herein, Swiftly may, at its option (1) obtain for Customer the right to continue using the Services or (2) replace or modify the Services so that such services become non-infringing. If (1) and (2) are not reasonably available to Swiftly, Swiftly may terminate this Agreement upon written notice to Customer and refund to Customer a pro-rated amount of any pre-paid fees. Swiftly shall have no liability or obligation hereunder with respect to any claim to the extent based upon (i) any use of the Services not strictly in accordance with this Agreement or in an application or environment or on a platform or with devices for which it was not designed or contemplated, (ii) modifications, alterations, combinations or enhancements of the Services not created by or for Swiftly, (iii) any Customer Content, or (iv) Customer's continuing allegedly infringing activity after being notified thereof. The foregoing states the entire liability of Swiftly, and Customer's exclusive remedy, with respect to any actual or alleged violation of intellectual property rights by the Services, any part thereof or its use or operation.

7.3 Procedures. Any claim for indemnification hereunder requires that (a) the indemnified party provides prompt written notice of the claim and reasonable cooperation, information, and assistance in connection therewith, and (b) the indemnifying party shall have sole control and authority to defend, settle or compromise such claim. The indemnifying party shall not make any settlement that requires a materially adverse act or admission by the indemnified party without the indemnified party's written consent (such consent not to be unreasonably delayed, conditioned or withheld). The indemnifying party shall not be liable for any settlement made without its prior written consent.

8. LIMITATION OF LIABILITY

EXCEPT for any breach of SECTION 3 (CONFIDENTIALITY) OR LIABILITIES TO THIRD PARTIES PURSUANT TO SECTION 7 (INDEMNIFICATION), In no event shall EITHER PARTY BE LIABLE CONCERNING THE SUBJECT MATTER OF this agreement, regardless of the form of any claim or action (whether in CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), for any (A) interruption OF USE, LOSS OR INACCURACY of data, loss of, OR COST OF PROCURING

SUBSTITUTE TECHNOLOGY, GOODS or SERVICES, (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL OR (C) damages, IN THE AGGREGATE, in excess of the amounts PAID TO IT (IN THE CASE OF SWIFTLY) OR PAID AND PAYABLE BY IT (IN THE CASE OF CUSTOMER) HEREUNDER DURING THE SIX (6) MONTHS PRECEDING SUCH CLAIM, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

9. TERM AND TERMINATION

9.1 Term. Unless otherwise specified in an applicable Order Form or terminated as provided herein, this Agreement shall commence on the Effective Date and shall continue for one (1) year from the Effective Date. The term shall automatically renew for successive one (1) year terms, unless either party notifies the other party of its intent not to renew at least thirty (30) days prior to the end of the then current term.

9.2 Termination. This Agreement may be earlier terminated by either party (a) if the other party materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching party (ten (10) days in the case on non-payment).

9.3 Effects of Termination. Upon any expiration or termination of this Agreement, all corresponding rights, obligations and licenses of the parties shall cease, except that all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) shall survive. The provisions of Sections 2 (Proprietary Rights), 3 (Confidentiality), 7 (Indemnification), 6(Disclaimers), 8 (Limitation of Liability), 10 (General Provisions) and this Section 9.3 shall survive.

10. GENERAL PROVISIONS

10.1 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior negotiations or agreements (oral or written), between the parties regarding the subject matter hereof. Any inconsistent or additional terms on any related purchase order, confirmation or similar form, even if signed by the parties hereafter, shall have no effect under this Agreement.

10.2 Publicity. Customer hereby consents to inclusion of its name and logo in client lists and marketing materials that may be published as part of Swiftly's marketing and promotional efforts. From time to time upon Swiftly's request, Customer agrees it will provide reasonable cooperation and assistance in connection with such efforts (such as, for example, by acting as a reference, issuing press releases and writing testimonials and case studies with statements attributed to a named employee of Customer).

10.3 Modification and Waiver. No change, consent or waiver under this Agreement will be binding on either party unless made in writing and physically signed by an authorized representative of both parties. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

10.4 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.5 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California and the United States without regard to conflicts of laws provisions thereof. Exclusive jurisdiction and venue for actions related to this Agreement will be the state and federal courts located in San Francisco County, California, and both parties consent to the jurisdiction of such courts with respect to any such actions.

10.6 Remedies. Except as specifically provided otherwise herein, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. Each party agrees that, in the event of any breach or threatened breach of Section 3, the non-breaching party will suffer irreparable damage for which it will have no adequate remedy at law.

Accordingly, the non-breaching party shall be entitled to seek injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond.

10.7 Notices. All notices under this Agreement will be in writing and delivered to the parties at their respective addresses stated herein or at such other address designated by written notice. Notices will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email or facsimile; the day after being sent, if sent for next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested.

10.8 Force Majeure. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond its reasonable control, the affected party shall give written notice thereof to the other party and its performance shall be extended for the period of delay or inability to perform due to such occurrence.

10.9 Assignment. This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by Customer without Swiftly's written consent. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto.

10.10 Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent

or representative of the other party, or both parties as joint venturers or partners for any purpose.

11. INVENTORY PURCHASES

11.1 F.O.B. Shipping Point. All hardware (GPS, Accessories, etc.) is sold F.O.B. Swiftly's warehouse in San Francisco, CA.

11.2 Sales Tax. Inventory purchases may result in sales tax. If Customer is not tax exempt, sales tax may be added to the invoice.

11.3 Warranty. Swiftly warrants to Customer that the GPS tracker and accessories provided by Swiftly (the "Product") contained in the original packaging will be free from physical defects in materials and workmanship for a period of ONE (1) YEAR from the date of purchase by the original purchaser ("Warranty Period"). If a defect arises and a valid claim is received within the Warranty Period, then as your sole remedy (and Swiftly' sole liability), Swiftly will at its option and sole discretion: 1) replace the Product with a new product that is functionally equivalent to the original, or 2) issue a credit for the price of such Product, in each case within 30 days following receipt of the returned Product.

To obtain warranty service, please contact Swiftly at (415) 483-9777 or contact@goswift.ly to speak with a service agent or open a service request. Please be prepared to identify the specific Product (including its serial number) and the nature of the problem. If you ship the Product for repair or replacement, we recommend that the Product must be insured, and shipped freight prepaid and securely packaged. You must call for a Return Material Authorization Number ("RMA Number") before shipping any Product, and include the RMA Number and a description of the problem you are experiencing with the Product. Any claim under this Limited Warranty must be submitted to Swiftly before the end of the Warranty Period.

This Limited Warranty does not cover any physical defects or problems that arise out of or as a result of: (a) maintenance or repairs, modifications, alterations or tampering by anyone who is not an authorized representative of Swiftly; (b) accident, abuse, misuse, transport, neglect, liquid contact, fire or other external causes; (c) operation, handling, storage, installation, testing or use not in accordance with any instructions provided by Swiftly and related to use or operation of the Product; (d) damage caused by use with another product; or (e) Acts of God including lightning, flood, tornado, earthquake or hurricane, in each case as determined by Swiftly.

This Limited Warranty gives you specific legal rights and you may also have other rights, which vary from state to state. To exercise your rights under this Limited Warranty, please contact Swiftly at:

MAIL

1 Sutter Street, Suite 500
San Francisco, CA 94104

EMAIL

contact@goswift.ly

PHONE

(415) 483-9777

GPS Tracker & Accessory Warranty: Swiftly will provide a repair or replace warranty for GPS Trackers & Accessories for up to one (1) year from the ship date.

Swiftly Order Form

Customer City of Turlock

Quote Date February 6, 2018. Pricing valid for 30 days.

Effective Date Upon Contract Signing Date

Contract Term Three (3) years. The term shall automatically renew for successive one (1) year terms unless either party notifies the other party of its intent not to renew at least thirty (30) days prior to the end of the then current term. The annual service cost is guaranteed throughout the duration of this agreement. Renewal prices will be assessed based on Swiftly's then current pricing.

Marketing Terms Willingness to work with Swiftly to develop a case study, mutually agreeable press release, and ability to use your agency as a reference (website, presentations, etc.).

PRODUCT	QTY	UNIT COST	TOTAL COST
Swiftly Platform Initial Setup & Configuration	6 Routes	\$500 / Route	\$3,000 One-Time
Swiftly Transitime			
Real-Time Passenger Information Module	17 Buses	\$13,260 / Year	\$13,260 / Year
Live Map Module	-	Included	-
Open Data APIs (GTFS-rt, JSON, XML, etc.)	-	Included	-
SMS and Voice automated services	-	Included	-
Passenger Facing Website	-	Included	-
Swiftly Insights			
GPS Playback Module	-	Included	-
On-Time Performance Module	17 Buses	\$6,000 / Year	\$6,000 / Year
Vehicle Speed Module	17 Buses	\$6,000 / Year	\$6,000 / Year
Runtime Module	17 Buses	\$6,000 / Year	\$6,000 / Year
Hardware			
GPS Trackers	17 Buses	\$350 / Tracker	\$5,950 One-Time
GPS Connected Device Fee	17 Buses	\$10 / Tracker / Month	\$2,040 / Year
Initial Training & Dedicated Customer Success Manager	-	Included	-
		TOTAL SETUP	\$8,950 One-Time
		TOTAL SOFTWARE PER YEAR	\$27,300
		TOTAL YEAR 1	\$36,250
		TOTAL YEAR 2	\$27,300
		TOTAL YEAR 3	\$27,300

Swiftly Order Form (Signature Page)

Payment Terms: Due Net 30. Invoice sent separately. All fees are non-refundable and non-cancellable without Swiftly's written consent.

SMS & Voice Limits: Up to a combined 5,000 SMS and voice calls are included per month for US customers only. Each additional 5,000 combined SMS and voice calls per month costs \$125.

Sales Tax: If your agency is not tax exempt, sales tax may be added to this purchase order.

Terms of Use: By signing below, Customer agrees that this Order Form is subject to, and Customer is bound by, the Swiftly SaaS Terms of Service located at: <http://goswift.ly/saas-terms-of-service> (the "Swiftly Terms"). Unless otherwise specifically stated in an Addendum, in the event of a conflict between the Addendum and the Swiftly Terms, the Swiftly Terms shall govern.

Swiftly		Customer	
Signature:		Signature:	
Name:	Jonathan Simkin	Name:	Robert C. Lawton
Title:	CEO	Title:	City Manager
Date:		Date:	
Address:	1 Sutter Street, Suite 500 San Francisco, CA 94104	Address:	City of Turlock 156 S. Broadway, Suite 230 Turlock, CA 95380
Billing Contact:	Rachel Brody	Billing Contact:	Robert C. Lawton
Billing Email:	accounting@goswift.ly	Billing Email:	rlawton@turlock.ca.us
Billing Phone:	(415) 483-9777;Option 2	Billing Phone:	(209) 668-5540

What do I get with a Swiftly License?

We have built our company around transparency and simplicity. Here's what you need to know.

Swiftly Transitime

Real-time Passenger Information Module - a system to generate more accurate real-time passenger information. Riders can access this information through native mobile apps, websites, SMS, and voice systems.

- Transitime leverages sophisticated algorithms to generate more accurate real-time arrival estimates for passengers. The system has been benchmarked to be 15-30% more accurate than current industry systems.
- Transitime supports any GPS system, making it low cost and easy to deploy.
- The system is capable of automatically assigning vehicles to routes, reducing an agency's dependency on dispatchers and driver logins.
- The system produces open data and APIs for third party app developers, including the common GTFS-real-time format, as well as JSON, XML, and SIRI data feeds.
- Native iOS and Android mobile apps help riders access real-time arrival information and multi-modal trip planning. You may choose to deploy your favorite app or suite of apps, including Transit app (recommended), Google Maps, or any other app of your choice. Swiftly will help you determine the best mobile strategy for your agency.
- Riders can also access real-time arrival information through any web browser, on any device, regardless of the screen size. Swiftly's web-based interface adjusts itself to provide optimal experiences on desktops, tablets, and mobile devices.
- Riders can also text Swiftly's SMS-based system to access real-time information. Your agency will receive a dedicated phone number for SMS based inquiries.
- In addition to text messages, riders can call your agency's dedicated phone number powered by Swiftly to audibly access real-time information. This is particularly useful for riders who are visually impaired.
- Up to a combined 5,000 SMS and voice calls are included per month. Each additional 5,000 combined SMS and voice calls per month costs \$125.

Live Map Module – Swiftly Live Map is a web-based portal that lets you monitor the performance of your transit network in real-time.

- Locate vehicles in real-time on a live map
- Filter the display to one, many, or all routes
- Visualize vehicles based on direction or live on-time performance or headways.
- Click on a vehicle for more information, including vehicle ID, route, direction, headsign, live on-time performance, live headway, and driver ID (when available)
- While Swiftly can automatically assign vehicles to routes, your agency can also manually assign vehicles to routes through Swiftly Live Map.

Swiftly Insights

On-Time Performance Module - a web-based analytics tool to help agencies monitor and improve on-time performance.

- Allows you to analyze and visualize millions of data points in seconds to quickly monitor your system's on-time performance and generate monthly reports.
- Ability to drill into the details and determine the on-time performance by route, by stop along a route, by time of day, and all the way down to the individual trip level. This in-depth analysis enables your transit agency to determine specifically where

and when issues are occurring.

- Enables you to perform before and after studies to measure the impact that service changes. You can run on-time performance reports over two different date ranges and instantly determine if the service change was successful.
- System configuration is purely GTFS based, which means that on-time performance calculations are relative to the same schedule used by passengers in Google Maps and other trip planning applications. This ensures that your performance metrics always are based on the true passenger experience.
- Users can easily export data generated by Swiftly into Microsoft Excel and other applications. All data is open.

GPS Replay Module – easily replay any moment in time to reveal historical schedule adherence, speeds, vehicle positions, and more.

- Quickly view any historical vehicle position information by route or by vehicle ID.
- Access relevant historical information, like on-time performance, vehicle speed, driver ID, and more.
- Visualize historical data on a map with color coded vehicles based on their historical on-time performance.

Run Times Module – easily view actual travel times and compare them with allocated schedule based times.

- Instantly visualize actual travel times, collected from thousands of trips, to compare actual durations against scheduled durations.
- Segment the different components of travel times - typical drive time, traffic, and dwell times.
- Analyze travel times by trip or down to the stop level.
- View the distribution of travel times based on all trips during a selected time frame, and instantly calculate any percentile travel time of interest.
- Export cleaned and normalized data out of the system (scheduling tools, excel, etc.).
- Quickly determine and quantify the impact of schedule changes, stop relocation, TSP, queue jumps, or other infrastructure projects.

Vehicle Speed Module – easily visualize vehicle speeds over any desired timeframe to quickly locate slowdowns in service quality.

- For any route and direction, over any timeframe, quickly create a color coded map which shows vehicle speeds and dwell times.
- Quickly locate which route segments and intersections are causing performance issues.
- As infrastructure changes are made, instantly measure the impact they have on vehicle speeds and dwell times.

Usage & Other Limits

- Up to a combined 5,000 SMS and voice calls are included per month for US customers only. A fee of \$100 will be assessed for each additional 5,000 combined SMS and voice calls thereafter.
- Swiftly includes 20 hours of free GTFS cleanup per agency. However, if your agency has many errors in your GTFS, additional time will be billed at a rate of \$100/hour.

General Terms

- We use a Software as a Service (SaaS) model with annual subscriptions per product. There are no hosting or maintenance fees.
- Subscriptions include unlimited users within your agency.
- We believe in data access and availability. As long as your agency is a paying customer, you will have easy access to download any data from the modules you purchase.
- Every time we update the platform or launch or a new feature, your agency will automatically have access to that feature so long as you have paid for that module. Since the system is cloud-based, you will never need to download or re-install new software. Simply login and you'll see the new feature!

Support Plan

- You will be assigned a dedicated Customer Success Manager.
- Your Customer Success Manager will create a success roadmap for your team, including a comprehensive onboarding process, access to online training materials, and help with your public launch for customer facing tools.
- We pride ourselves on having the best support team in the industry. Always feel free to reach out with questions, comments, or suggestions on how we can better serve you. We typically respond to inquiries within 24 hours.

Technical Requirements

- Everything is hosted in the cloud – you do not need to install or download any software.
- You can access the software from any computer, anywhere, anytime.
- Swiftly works on the latest version of any browser.

SWIFTLY PLATFORM SOLE SOURCE JUSTIFICATION

March 2018

Swiftly is the only fully integrated big data platform for public transportation that enables users to instantly pinpoint where and when performance issues are occurring. Users can quickly visualize and understand system performance, including on-time performance, running times, historical vehicle speed heat maps, and more.

The platform can combine multiple vehicle position feeds, in real-time, even when those feeds do not contain driver assignment information. This produces higher granularity data to a level not previously accessible. Furthermore, it generates and stores important data attributes, such as on-time performance, actual headways, and scheduled headways for every GPS position update, not just when a vehicle is at a stop or a timepoint. This allows agencies to access the most granular information possible calculated for each GPS coordinate, enabling intersection-level analysis for the first time.

Unlike other platforms which rely on custom hardware, Swiftly can work with any vehicle hardware. If an agency chooses to switch or replace onboard hardware in the future, Swiftly's services will not be impacted.

Swiftly is the sole manufacturer and sole provider of the Swiftly platform. Furthermore, Swiftly, Inc. warrants that it is the only source for setup and customization, onboarding, and customer support services for the Swiftly Platform.



Jonathan Simkin,
CEO, Swiftly Inc.
jonny@goswift.ly
858.414.5241

UNIQUE FEATURES & FUNCTIONALITY

1. Swiftly can automatically assign vehicles to routes, in real-time, based on spatial and temporal movements. This means that Swiftly does not rely on driver logins.
2. Swiftly can combine multiple vehicle position feeds, in real-time, even when those feeds do not contain assignment information. The system can work with any vehicle position information, so if an agency chooses to switch or replace onboard hardware, Swiftly's services will not be impacted.
3. Swiftly generates and stores important data attributes, such as on-time performance, actual headways, and scheduled headways for every GPS position update, not just when a vehicle is at a stop or a timepoint. This allows agencies to access the most granular information possible calculated for each GPS coordinate.
4. Swiftly is the only platform that derives dynamic schedule based headways directly through the use of General Transit Feed Specification (GTFS), without the need for other configurations or data entry.
5. Swiftly is the only running time product that uses historical transit data to derive the impact of traffic as well as street lights on running times.
6. Swiftly uses large volumes of historical data and proprietary algorithms to predict future travel times. This predictive model provides agencies with more accurate real-time on-time performance and headway statuses, which are updated with every new GPS position from any onboard vehicle hardware.
7. Swiftly is the only platform that allows agencies to analyze and visualize millions of data points in seconds without intermediary data processing.
8. Swiftly allows agencies to slice and view data by multiple dimensions, including by route, trip, stop, time of day, histograms, and tabular views.
9. Swiftly is the only platform that supports deep linking, meaning that agency staff can jump between analyzing on-time performance, runtimes, vehicles speeds, and also real-time system status while maintaining user settings, such as the route being investigated.
10. Swiftly's GPS playback enables the agency to view headway and on-time performance status for each GPS record.
11. Swiftly provides a full API suite which enables agencies to access all data collected and stored by Swiftly.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING FUTURE
SOLE SOURCE PROCUREMENTS OF
HARDWARE, SOFTWARE, MODULES, OR
SERVICES FROM SWIFTLY, INC., OF SAN
FRANCISCO, CALIFORNIA, IF NEEDED DUE
TO CHANGES WITH THE CITY'S TRANSIT
FLEET OR TRANSIT SERVICES DURING THE
TERM OF THE AGREEMENT, CONTINGENT
ON THE AVAILABILITY OF BUDGETED
TRANSIT FUNDS, WITHOUT COMPLIANCE
TO THE FORMAL BID PROCEDURE PURSUANT
TO TURLOCK MUNICIPAL CODE SECTION
2-7-08(b)(6), AND AUTHORIZING THE CITY
MANAGER, OR HIS DESIGNEE, TO EXECUTE
ALL DOCUMENTS ASSOCIATED WITH SUCH
PROCUREMENTS

RESOLUTION NO. 2019-

WHEREAS, through separate action, the Turlock City Council has approved a strategy for the implementation of Intelligent Transportation Systems (ITS) equipment on City transit buses through both a short-term approach and long-term approach, as well as approved an Agreement with Swiftly, Inc. of San Francisco, California to provide such services to fill the short-term needs of the City; and

WHEREAS, during the course of the Agreement term it may be necessary to obtain additional hardware, software, modules, or services from Swiftly for an additional cost, such as through an expansion of the City's fleet, changes in the transit services provided by the City, or to take advantage of additional, value-added offerings by Swiftly; and

WHEREAS, rather than seek City Council approval for each minor change and risk delayed deployments, the City Council authorizes the City Manager, or his designee, to procure the necessary hardware, software, modules or services directly from Swiftly on an as-needed basis, contingent on the availability of budgeted funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize future sole source procurements of hardware, software, modules, or services from Swiftly, Inc., of San Francisco, California, if needed due to changes with the City's transit fleet or transit services during the term of the Agreement, contingent on the availability of budgeted transit funds, without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(6), and authorizing the City Manager, or his designee, to execute all documents associated with such procurements.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of March, 2019, 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

March 12, 2019



From: Nathan Bray, P.E.,
Interim Development Services Director/City Engineer

Prepared by: Wayne York, Transit Manager

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Agreement with Token Transit, Inc., of San Francisco, California, for mobile ticketing software and support services for Turlock Transit for an initial term of one (1) year from the future date of deployment, without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(6), and authorizing the City Manager to execute the Agreement

Motion: Approving an Addendum to the Agreement with Token Transit, Inc., of San Francisco, California, for the use of Bluetooth beacon hardware in the electronic validation of mobile fares, without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(6), and authorizing the City Manager to execute the Addendum to the Agreement

Resolution: Authorizing the future sole source procurements of software and hardware for electronic validation of passes and special pass services from Token Transit, Inc., of San Francisco, California, contingent on the availability of budgeted transit funds, without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(6), and authorizing the City Manager to execute all documents associated with the procurement and implementation of hardware, software, or services

2. SYNOPSIS:

Approving an Agreement with Token Transit to provide a mobile ticketing solution for Turlock Transit passengers with mobile devices, an addendum that governs the use of Bluetooth beacons on City buses, as well as authorize the future sole source procurement of Token Transit hardware, software, and services to enhance mobile ticketing functionality and provide data on ridership trends.

3. DISCUSSION OF ISSUE:

Turlock Transit currently accepts payment for fares upon boarding a bus in the form of cash, coin, and magnetic-stripe paper cards (passes). Passengers can purchase passes at City Hall during normal business hours, as well as the Roger K. Fall Transit Center when that facility is operational. The City does not currently not offer off-site pass sales, pass sales by mail, or payment using a credit card.

Evaluating Mobile Pass Options

While this sales approach works sufficiently for many passengers, it is limiting to those whose schedules do not permit on-site purchases or those that desire to use a credit card to make their purchase. Transit staff recognizes the value that additional fare options offer to passengers and wanted to provide a solution that not only met the needs of today, but considered the growth of transit in the future. Accordingly, Transit staff evaluated several fare alternatives to enhance the Turlock Transit system:

- **“Tap” or “Smart” Card:** Smart cards are available through SPX Genfare, the manufacturer of the City’s electronic fareboxes. This card would require the purchase of a specialized register and pass issuance machine, at a cost estimated at greater than \$20,000, which would issue hard plastic cards capable of being loaded and re-loaded with transit fares. Re-loading the passes would have to be done on-site, in-person, and in cash. Passengers would tap the card on top of the farebox when boarding the bus and the fare would be automatically deducted. The ridership information would be integrated into the farebox for reporting purposes. While this approach offers some advantages, it requires a large up-front investment in capital equipment, doesn’t offer the convenience of credit card sales, and is generally viewed in the transit industry as older technology.
- **Custom App:** The second option considered by Transit staff was a custom application (app) developed by SPX Genfare for Turlock Transit. The app would be developed for Android and Apple devices and have all of Turlock Transit’s fare offerings. Passengers would be able to use their credit cards for remote purchases of fares, then board the bus and have those fares validated at the farebox. The ridership data would be integrated into the farebox for reporting purposes. While this approach offers some advantages, it requires a large up-front investment in the app development, estimated at greater than \$90,000, as well as on-going costs associated with app updates for security and mobile device compatibility. The City would be responsible for establishing and maintaining a merchant account with a credit card processor and paying those fees. In addition, a standalone app has practical disadvantages for the user if there are multiple apps issued from a single agency or from multiple transit agencies.

- **Third-Party Mobile Ticketing App:** The third option considered by Transit staff was a mobile ticketing app from an established, third-party firm that would offer Turlock Transit's fare offerings to passengers, while handling all aspects of app support, updates, and credit card processing. Under this model a passenger would download an app on their Android or Apple mobile device, set up an account, select the transit agency and pass type, and purchase the digital pass using a credit or debit card. Once purchased, the pass would be downloaded to their digital, in-app wallet and be available for use on the bus, either through "visual validation" by a bus driver or "electronic validation" by a Bluetooth beacon device attached to the farebox. Ridership data would not be directly integrated into the farebox, but would be added to the ridership report on the backend during the reporting process. The costs for the service are typically around 10% of the pass price and taken "off the top" with the remaining 90% electronically remitted to the City each month. This option does not require any significant upfront investment, nor does the City assume responsibility for app updates or credit card processing.

After considering the advantages and disadvantages of the various technology options, the overall value that each option provides, the correlation with the adopted values of Turlock Transit as expressed through the Short-Range Transit Plan, and the potential for growth in the future, Transit staff elected to further explore mobile ticketing options through a third-party provider.

Modesto Area Express (MAX) RFP

In the past year the City of Modesto conducted a federally-compliant competitive solicitation for a mobile ticketing solution for their Modesto Area Express (MAX) service. The process resulted in proposals from seven (7) firms, with Token Transit selected as the successful proposer. The Modesto City Council awarded an agreement to Token Transit in June 2018 and Token Transit is currently available for use on the MAX system.

The City of Turlock would seek to utilize the results of this competitive solicitation process in awarding an Agreement (Exhibit A) to Token Transit for Turlock Transit services.





Token Transit in Turlock

City staff spoke extensively with Token Transit to determine the features and functions of their software. Here are some of the highlights:

- Download and initial account set up is simple, quick, and easy;
- Passes are stored in an in-app digital wallet. If the mobile device is lost or stolen the user can download the app on a new device and access their stored transit passes;

- City staff would be able to add, edit, and remove pass offerings, or set expiration dates for custom passes created, such as for a special event;
- Token Transit handles all aspects of technical support with the app;
- Fees are paid only when passes are bought, reducing financial exposure;
- Since MAX services are already listed, Turlock Transit passengers could digitally store passes from both transit agencies in the same digital wallet;
- While Internet connectivity is required to activate the pass once it's been purchased, a connection is not required after that point, allowing users without mobile data services (WiFi only) to still use the service.



ID required		Time Left
	REDUCED MONTH PASS	3 days
	ADULT MONTH PASS	14 hours
	REGULAR MAX TO BART 31 DAY PASS	14 hours
	REGULAR 31 DAY PASS	14 hours

Regional Impacts

If approved, Turlock would be the second city in Stanislaus County (after Modesto) to provide Token Transit as a mobile ticketing solution for its transit passengers, allowing those passengers to use a single digital wallet for multiple pass types. Stanislaus Regional Transit (StaRT) and Ceres Area Transit (CAT) have not yet adopted a mobile ticketing solution.

STORED PASSES



In addition, following the purchase and implementation of Bluetooth beacons by regional transit agencies in the future, a 31-Day regional transit pass across all systems becomes a more viable option. The major hurdle currently relates to revenue sharing and the challenges in determining the appropriate revenue split when the actual usage by the passenger is unknown. Since Token Transit can identify actual transit usage on each system through the use of the user's phone and the Bluetooth beacons on each bus, the revenue split can be determined accurately. More simply put, this represents a positive step forward in making regional transportation easier for passengers.

CSUS ASI Partnership

The City is currently about halfway through a five (5) year funding agreement with the Stanislaus State Associated Students Incorporated (ASI). This agreement provides all ASI students with unlimited use of the Turlock Transit fixed route

system in exchange for quarterly payments of \$22,500 (or \$90,000 per year). The City also offers basic, route-level ridership information, which indicates how many students boarded a bus on a particular route.

City staff is preparing for discussions with ASI regarding the potential of transitioning students to Token Transit instead of the current system, where students show the bus driver their Student ID upon boarding the bus. This would offer several advantages, including:

- Detailed, stop-level ridership data, shared by the City with ASI, allowing both entities to better understand how students are using the system;
- Reducing instances of misuse by setting a school year limit on the issued year-long pass, ensuring the free benefit is limited to current students only;
- Likely a more convenient option for students who are likely to have their smartphone with them at all times, but not necessarily their Student ID.

The cost to provide this pass would be calculated differently since there would be no credit card transaction by the end user (student). The City would negotiate with Token Transit to determine a fair amount based on the value of the pass, though it's expected to be about the same rate per pass (10%), but only to passes actually issued (claimed). The cost of issuing these passes would be paid by the City as a value-added benefit for the funding agreement currently in place.

4. BASIS FOR RECOMMENDATION:

- A. Promotes new ridership, necessary for the future sustainability of transit services, and makes using transit easier for regional passengers.
- B. Allows for the convenience of credit cards and debit cards as a payment option, but without the upfront cost of credit card equipment and ongoing administrative costs of processing credit cards on-site.
- C. Does not replace existing fare options for passengers that prefer them, but does offer an easy to use fare alternative.
- D. Passengers that utilize mobile ticketing generally board faster, improving the ability of the bus to stay on schedule (on-time performance).
- E. Passengers can purchase transit passes at any time from any location, instead of limited to business hours only at City Hall or the Transit Center.
- F. Aggregate ridership data (no personally identifiable data) can be used by City staff for understanding general ridership trends and service planning.

5. FISCAL IMPACT / BUDGET AMENDMENT:

General Fund monies will not be used on this project. Transit-specific funds (Fund 426) will be used to pay for all associated expenses. There is no budget amendment required.

Token Transit will deduct a fixed percentage of each transaction, then provide the City with the remaining amount through an electronic funds transfer. The fixed percentage for transactions equal to or greater than \$2.00 is 10%. The fixed percentage for transactions less than \$2.00 is \$0.06 + 7%. For example, if a user purchases a Day Pass at the regular rate of \$3.50, Token Transit will deduct 10% (\$0.35) and provide the City with the remaining 90% (\$3.15). This fee covers all of Token Transit's costs with operating and supporting the service.

Since the fee to Token Transit is only paid when passengers purchase passes, it is difficult to predict the annual costs, as the financial impact is dependent on the level of adoption by passengers. Other transit agencies in the region that have rolled out mobile ticketing experience an initial adoption rate estimated at 5-10% of their overall ridership. Turlock Transit is anticipating a similar adoption rate, as well as an increase in ridership with the added convenience of mobile ticketing. Conversely, low adoption rates equal lower fees to Token Transit.

City staff also anticipates a reduction in "soft costs" associated with reduced wear and tear on fare box cash and coin processing equipment, as well as less administrative time spent counting and processing cash and coin fares. These costs are difficult to quantify and dependent on passenger adoption of the new technology, but any reduction in operational costs assists in meeting the State mandated fare recovery standard.

Bluetooth Beacons: The costs associated with purchasing the Bluetooth beacons is estimated at \$1,500 per unit, which includes a maintenance plan for three (3) years, allowing for no-cost device upgrades if required during that time. The City currently has Seventeen (17) buses in the fleet that would need to have a device installed, for a total cost of \$25,500. The funding for this purchase is available in Fund 426. When newer buses are received and older buses are retired, these devices would be transferred.

6. CITY MANAGER'S COMMENTS

Recommend Approval

7. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) of the CEQA guidelines. This action consists of "organizational or administrative activities of governments

that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

8. ALTERNATIVES:

- A. Approve the award of an Agreement with Token Transit, but reject authorization for the future purchase of Bluetooth beacon devices. City staff does not recommend this approach. The City can elect to use “visual validation” by bus drivers as the sole validation method, but this approach has two primary disadvantages:
 - a. Visual validation alone will only provide stop-level boarding information, but not deboarding (alighting) information. After implementing Bluetooth beacons the City can receive both boarding and alighting information, which is helpful for service planning purposes.
 - b. Deploying Bluetooth beacons is a necessary element for revenue sharing purposes if the City were to partner with other regional transit agencies in the creation of a regional pass. If the beacons are in place, Token Transit can determine which service each passenger used and how many times, ensuring revenue splits between agencies based on the actual passenger use instead of an estimate.
- B. Reject the award of an Agreement with Token Transit and direct City staff to pursue alternative transit pass sale options, such as off-site pass sale locations or accepting credit cards at the Transit Center. City staff does not recommend this approach, as off-site pass locations don’t offer the same level of convenience as pass sales on a mobile device and those businesses or organizations will generally have limited fixed operating hours. Credit card processing at the Transit Center is possible, but it would require the upfront purchase of credit card processing equipment, the establishment of an account with a credit card processor with the City’s contractor, Storer, as well as ongoing administrative costs.
- C. Reject the award of an Agreement with Token Transit in lieu of an Agreement with another third-party provider. City staff does not recommend this approach because there is only one other competing service (Hopthru) with a similar level of service, but it does not provide the same enhanced features and functions as Token Transit. In addition, Token Transit was selected by the City of Modesto as their mobile ticketing provider, so not only did they compete well in that solicitation, but regional passengers would be able to use the same app and download passes for both services.



TOKEN TRANSIT™ AGREEMENT FOR SOFTWARE AND SUBSCRIPTION SERVICES

This Agreement for Token Transit Software and Subscription Services ("**Agreement**") dated March 12, 2019 (the "**Effective Date**"), is made by and between Token Transit, Inc., a Delaware corporation ("**TT**"), and City of Turlock, a municipal corporation ("**Customer**") (each of TT and Customer may be referred to as a "**Party**") with respect to the following:

WHEREAS, TT is the owner of a transportation ticketing and administration service, software, and related materials (collectively, the "**Service**") which includes a downloadable mobile application (the "**TT App**") currently available for Android and Apple smartphone devices allowing riders to purchase transit passes using credit or debit cards (among other payment methods that may be added to the Service), and then activate those digital passes which are visually validated by transit operators at the time of use; and

WHEREAS, the Customer seeks to (i) use the Service for the sale and purchase of transit fares to allow riders of Customer's transit system located in Turlock, California (such riders of Customer are referred to herein as "**Riders**") to ride Turlock Transit (pre-paid digital transit fares for Riders purchased through the Service are referred to herein as "**Digital Fares**") and (ii) to provide Feedback Information (defined below) to TT to enable TT to improve the Service;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the Parties hereby agree as follows:

TERMS AND CONDITIONS

Section 1 Service.

1.1 License Grant; Customer Policy Information. (a) Subject to the terms of this Agreement, TT grants to Customer, during the Term, a limited, nontransferable, nonexclusive right to access and use the Service, as TT may modify it from time to time, in connection with Customer's Riders, solely for Customer's internal purposes. Riders will download the TT App directly from TT and/or TT's authorized distribution platforms (e.g., the Apple App Store and/or the Google Play Store).



(b) Customer shall provide TT with information regarding Digital Fares such as refund and Digital Fare expiration information ("**Customer Policy Information**"). TT currently makes available a web portal as part of the Service which is subject to the terms herein (and TT's then current website terms of service applicable to the web portal, if any) in order for Customer to upload Customer Policy Information and/or access certain data from TT such as payment reports. Customer represents and warrants that it has all rights and authorizations necessary to grant the rights stated in this Agreement, to provide TT with Customer Policy Information, and that the Customer Policy Information is accurate.

1.2 Restrictions. Customer shall not reverse assemble, reverse compile or reverse engineer the Service including any software, or otherwise attempt to discover any Service source code or underlying Confidential Information (as that term is defined below). For the avoidance of doubt, Customer is not granted any rights to distribute the TT App. Customer will not remove or export the Service or any TT Confidential Information from the United States.

1.3 Support Obligations.

(a) As part of the Services, TT will (i) make available through the TT App the ability of Riders to purchase Digital Fares and, based on the then current functionality of the TT App to view Customer Policy Information as may be provided by Customer and (ii) provide commercially reasonable customer service to Customer's Riders with respect to the functionality of the TT App and to Customer in a manner consistent with the support that it provides all users of the TT App and its other transit customers, as TT determines in its discretion, respectively.

(b) Customer hereby authorizes the sale of Digital Fares to Riders via the Service. Customer shall be responsible throughout the Term (and thereafter as stated in Section 10.3) for (i) ensuring that the correct fare structure, including fees and Digital Fare expiration terms are incorporated into and/or provided through the Service, (ii) validating that each Rider has purchased the correct Digital Fare for the ride, as reflected in the TT App, at the time of the ride, (iii) ensuring that only authorized representatives access the web portal component of the Service on behalf of Customer and that all such data obtained by Customer from TT is used solely as permitted in this Agreement for Customer's internal purposes and in compliance with all applicable laws, rules, and regulations ("**Applicable Laws**"), and (iv) providing all customer support for Riders relating to Customer's transit service, which may include the ability to issue refunds to Riders through the TT web portal. Customer shall honor the Digital Fares and comply with the Customer Policy Information.



1.4 Feedback Information. TT may seek feedback and evaluation from Customer on the performance of the Service ("**Feedback Information**"). TT may, at its sole discretion, and without restriction or obligation to Customer, utilize the Feedback Information to improve or to enhance the Service. 1.5 Retained Rights. Except for the rights expressly licensed pursuant to this Agreement, TT retains all right, title, and interest in and to the Service (and all other products, works, and other intellectual property created, used, or provided by TT for the purposes of this Agreement).

Section 2 Confidentiality.

2.1 Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including all code, inventions, know-how, business, technical, and financial information. The terms of this Agreement, Rider Data (defined below), and any non-public element of the Service are deemed the Confidential Information of TT without any further marking or designation requirement. Confidential Information shall not include, or shall cease to include, as applicable, information or materials that (a) were available to the public on the Effective Date; (b) become available to the public after the Effective Date, other than as a result of violation of this Agreement by Receiving Party; (c) were rightfully known by the Receiving Party prior to its receipt thereof from the Disclosing Party; (d) are or were disclosed by the Disclosing Party generally without restriction on disclosure; (e) the Receiving Party received from a third party without that third party's breach of agreement or obligation to the Disclosing Party; or (f) are independently developed by the Receiving Party.

2.2 Non-Disclosure. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. For the avoidance of doubt, Confidential Information may be shared with the Receiving Party's employees, contractors, agents, sub-contractors, or consultants as required to perform Receiving Party's obligations hereunder; provided that, such individuals have agreed to be bound by obligations of confidentiality that are at least as restrictive as those contained in this Section 2. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior timely notice of such compelled



disclosure (to the extent legally permitted) and reasonable assistance. Absent the entry of a protective order, the Disclosing Party shall disclose only such information as is necessary to be disclosed in response to such subpoena, court order or other similar document.

Section 3 Rider Data.

3.1 Rider Data. The phrase “**Rider Data**” means and refers to any data provided or inputted by or on behalf of the Customer’s Riders via the Service (e.g., through the TT App) for the sale or purchase of Digital Fares using the TT App, which may include email address, full name, cardholder information, credit cards or debit card information and bank information of the Riders, and any other data as described in TT’s privacy policy for the TT App (as that privacy policy may be amended from time to time). Customer agrees and acknowledges that TT has a direct relationship with Customer’s Riders via the TT App through which it collects Rider Data (along with similar data from riders of other transit customers of TT), and accordingly, Rider Data is owned and controlled by TT.

3.2 TT Obligations. TT shall:

(a) use the Rider Data in compliance with its privacy policy (as it may be updated from time to time) and Applicable Laws; (b) comply with applicable Card Networks’ Operating Rules (i.e., applicable PCI standards, if any), as the same may be amended from time to time; provided, however, that Customer agrees and acknowledges that TT uses the services of third party payment processors who, as between TT and such third party, shall be solely responsible for their acts and omissions; and (c) maintain commercially reasonable industry-standard administrative, physical, and technical safeguards to protect the security and integrity of the Service and Rider Data.

3.3 Customer Obligations. In the event that TT, in its sole discretion, shares any Rider Data with Customer, Customer shall (a) use (i) Rider Data at all times in compliance with the terms of this Agreement and (ii) personally identifiable Rider Data for the sole purpose of providing customer support to Riders during the Term; (b) use Rider Data in compliance with the then current TT privacy policy, Applicable Laws, and Card Networks’ operating rules (as the same may be amended from time to time), and any written instructions from TT; (c) maintain industry-standard administrative, physical, and technical safeguards to protect the security and integrity of Rider Data and notify TT in the event of any unauthorized access to, loss of, or use of Rider Data; (d) return or securely destroy such Rider Data at the request of TT and (e) treat such Rider Data as the Confidential Information of TT.



Section 4 Fees and Payment.

4.1 Fees. In consideration for the Services set forth herein, the Customer will pay a fee ("Fee") in the form of commissions retained by TT for Digital Fares purchased by Riders through the Service during each calendar month as follows:

For each Digital Fare purchased by a Rider for use on Customer's transit system during the Term, TT will retain a Fee of (a) 10% of the gross total proceeds of the transaction processed by the Service that is greater than or equal to \$2.00 and (b) \$.06 + 7% of the gross total proceeds of the transaction processed by the Service that is less than \$2.00.

TT will forward the net total proceeds (less the Fee), taking into account any refunds, credits, chargeback fees in accordance with TT's then current policy, or other make-goods granted, to Customer on a monthly basis, within 5 business days following the end of each calendar month; for the avoidance of doubt, TT may delay payment if a negative balance occurs until Customer has a positive balance in its account.

4.2 Reports. TT shall provide Customer with reports showing the Fee calculation and/or access to an online reporting system as part of the Service ("**Reports**"). If Customer believes that TT has calculated the Fee incorrectly, Customer shall notify TT by no later than 30 days after the date on the first Report in which the error or problem appeared. TT will investigate such alleged error or problem, and will provide Customer an adjustment or credit if such error or problem is confirmed by TT.

4.3 Taxes. Each Party will be responsible for any applicable taxes and TT may withhold from any payments to Customer any taxes that are required to be withheld under Applicable Laws.

Section 5 Customer Identification; Use of Trademarks.

For the term of this Agreement, TT may disclose to third parties that Customer is one of its customers (including, without limitation, by using Customer's name(s), mark(s), and logo(s) in its publicity and marketing materials, its website, social media and in the connection with the Service). Similarly, during the Term, Customer is authorized to use TT's name, mark(s) and logo(s) in Customer's municipal publications, website, social media, publicity and marketing materials, solely for publicizing the availability of the Service to its Riders.

Section 6 Warranty Disclaimer.

TT represents, and Customer acknowledges and agrees, that the Service, including all



components thereof (e.g., the TT App), and access thereto are provided "AS IS". TT DISCLAIMS ALL WARRANTIES AND CONDITIONS RELATING TO THE SERVICE, WHETHER LEGAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AND CONDITIONS OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE. THE PARTIES ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER LEGAL, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMERS, TT MAKES NO WARRANTY, AND PROVIDES NO CONDITIONS, AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE ERROR-FREE OR AVAILABLE AT ANY GIVEN TIME.

Section 7 Indemnification.

7.1 TT Indemnification. TT shall indemnify, defend and hold harmless Customer from and against any and all third party claims, damages, losses, expenses or liabilities, including, but not limited to, reasonable legal fees, in each case payable to unaffiliated third parties, arising out of or resulting from the following: (a) TT's breach of its obligations set forth in Section 2 or Section 3.2; and (b) the willful misconduct of TT, its officers, agents, and employees.

7.2 Customer Indemnification. Customer shall indemnify, defend and hold harmless TT from and against any and all third party claims, damages, losses, expenses or liabilities, including, but not limited to, reasonable legal fees, in each case payable to unaffiliated third parties, arising out of or resulting from the following: (a) Customer's breach of its obligations set forth in Section 2 or Section 3.3 of this Agreement; (b) claims, including from Riders, regarding or relating to the Customer's transit service (and not the TT App itself) including those relating to expired but unused Digital Fares and any unauthorized use or disclosure of Rider Data by Customer; and (c) the willful misconduct of Customer, its officers, agents, and employees; and (d) breach of its representation in section 1.1(b).

7.3. Conduct. A Party's indemnification obligations under Section 7 shall not apply unless: (a) the indemnifying Party has the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise, and to settle or compromise any such claim; (b) the indemnified Party cooperates; and (c) the indemnified Party gives the indemnifying Party prompt written notice of any threat, warning, or notice



of any such claim or action, with copies of any and all documents the indemnified Party may receive relating thereto.

Section 8 Damage Disclaimer and Liability Limitation.

8.1 Disclaimer of Damages. TT's aggregate maximum liability for damages arising out of or in connection with this Agreement, whether based upon a theory of contract or tort (including negligence) or otherwise, shall not exceed the amount of the Fee paid or due during the prior 12 month period. The Parties further acknowledge that nothing in this Section 8.1 shall be deemed to waive the rights to equitable relief.

8.2 Exclusion of Certain Damages. Subject to (i) Customer's obligation to pay Fees, (ii) breach of Section 1.2, and (iii) Customer's infringement of TT's intellectual property rights, to the maximum extent permitted by law, in no event shall either Party be liable for any special, punitive, consequential, incidental, or indirect damages, including loss of profits, income, goodwill, cost of procurement of substitute goods or services, or revenue, in connection with this Agreement.

8.3 Basis of Bargain. EACH PARTY RECOGNIZES AND AGREES THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY AND REMEDY IN THIS AGREEMENT : (a) ARE MATERIAL AND BARGAINED FOR BASES OF THIS AGREEMENT; AND (b) THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

Section 9 Non-Assignment.

Neither Party may assign or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that TT may assign or transfer this Agreement or any interest therein to an affiliate or a successor to all or substantially all of its business or assets, whether through an acquisition, merger, change of control, or otherwise. Any attempted assignment or transfer in violation of this Section shall be void and without effect.

Section 10 Term; Termination.

10.1 Term. This Agreement will commence upon the Effective Date and continue in effect for a period of 365 days commencing upon public launch of the Service for use with Riders, unless earlier terminated as set forth herein ("**Initial Term**"). Unless terminated



earlier as permitted herein, the Agreement will be extended automatically for successive additional terms of 90 days at the end of the Initial Term and each renewal term (collectively, the “**Term**”).

10.2 Termination. Either Party may elect not to renew this Agreement by giving written notice to the other Party at least 20 days prior to the end of the then current (initial or renewal) term. Either Party may terminate this Agreement for any reason or no reason upon 30 days' written notice to the other Party at the address listed above, or immediately upon notice of any breach by the other Party of the provisions of this Agreement. Upon termination, the license granted hereunder will terminate and Customer shall immediately return or, at TT's election permanently destroy, any and all documents, notes and other materials regarding the Service to TT, including, without limitation, all software, Confidential Information, including any Rider Data, and all copies and extracts of the foregoing. At TT's request Customer will certify that all Rider Data has been permanently deleted.

10.3 Obligations to Customer's Riders Upon Termination. Upon termination or expiration of this Agreement (a) TT shall terminate the right of the Customer's Riders to purchase any new fares on Customer's transit service and (b) TT and Customer shall each keep active the right of customers to activate and use existing pre-purchased but unused Digital Fares for a period of 120 days from the expiration or termination date of this Agreement. For the avoidance of doubt, TT shall have no obligation to support pre-purchased Digital Fares for more than 120 days after termination or expiration of this Agreement regardless of Customer's policy.

Section 11 General

11.1 Applicable Law. This Agreement shall become effective only upon its execution by both TT and Customer and it shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions therein. The jurisdiction and venue for actions related to then subject matter of this Agreement shall be the California State and United States Federal Courts located in San Francisco, California, and each Party hereby submits to the personal jurisdiction of such courts.

11.2 Legal Fees. In any action to enforce this Agreement, the prevailing Party will be entitled to costs and reasonable legal fees.

11.3 Severability. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement



shall otherwise remain in full force and effect and enforceable.

11.4 Force Majeure. If the performance of this Agreement or any obligation hereunder is prevented or restricted by reasons beyond the reasonable control of a Party or its subcontractors, the Party so affected shall be excused from such performance to the extent of such prevention or restriction.

11.5 Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties or other agreements between the Parties, in connection with the subject matter of this Agreement except as specifically set out in this Agreement. Any modifications of this Agreement must be in writing and signed by both Parties.

11.6 Notices. All notices, demands, requests or approvals to be given under this Agreement, must be in writing and will be deemed received when delivered personally, by email, or on the third business day after deposit in the mail, postage prepaid, registered or certified, addressed as follows:

All notices, demands, requests or approvals to the Customer:

City of Turlock
156 S. Broadway, Suite 150
Turlock, CA 95380
Attention: Wayne York

All notices, demands, requests or approvals to TT:

Token Transit, Inc.
1015 Fillmore Street PMB 68827
San Francisco, CA 94115
Attention: Morgan Conbere

11.7 Equitable Relief. Due to the unique nature of the Parties' Confidential Information disclosed hereunder, there can be no adequate remedy at law for a Party's breach of its obligations hereunder, and any such breach may result in irreparable harm to the non-breaching Party. Therefore, upon any such breach or threat thereof, the Party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it, without the requirement of posting a bond.



11.8 Independent Contractors. The Parties shall be independent contractors under this Agreement, and nothing herein shall constitute either Party as the employer, employee, agent, or representative of the other Party, or both Parties as Parties to a joint venture or partners for any purpose.

11.9 Headings and Interpretation. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice versa.

11.10 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

11.11 Survival. Sections 1.2, 1.3(b), 1.4., 1.5, 2, 3.1, 3.3, 4 (e.g., for Fees not yet paid as of termination), 5, 6, 7, 8, 10.2 (obligations upon termination), 10.3, 11.1-11.11 and other terms which by their nature are intended to survive, shall survive termination or expiration of this Agreement.

11.12 Insurance. Each Party shall maintain throughout the Term insurance as it deems appropriate in connection with its respective obligations hereunder.

In witness whereof, the Parties, having all required authority, have caused this Agreement to be executed on the date and year first written above.

CITY OF TURLOCK

TOKEN TRANSIT, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



BEACON HARDWARE ADDENDUM
TOKEN TRANSIT™ AGREEMENT
FOR [SOFTWARE AND SUBSCRIPTION SERVICES]

This Beacon Hardware Addendum (the “**Beacon Addendum**”) dated March 12, 2019 (the “**Beacon Addendum Effective Date**”) is incorporated into and a part of the Agreement for Token Transit Software and Subscription Services (the “**Agreement**”) dated March 12, 2019 by and between Token Transit, Inc., a Delaware corporation (“**TT**”), with its principal place of business located at 350 Townsend St. Suite 110, San Francisco, CA 94107, and City of Turlock, a municipal corporation (“**Customer**”), with its principal place of business located at 156 South Broadway, Suite 150, Turlock, CA 95380 (each of TT and Customer may be referred to as a “**Party**”) with respect to the following:

WHEREAS, Customer has entered in the Agreement and desires to upgrade the Service (as defined in the Agreement) by using hardware beacons (“**TT Beacons**”) installed on Customer’s vehicles that will be used to validate that each Rider has purchased the Digital Fare for the ride, as reflected in the TT App, at the time of the ride, as well as the tracking of Riders (e.g., on-boarding and off-boarding at particular locations) for analytical purposes (pre-paid digital transit fares for Riders purchased through the Service are referred to herein as “Digital Fares”); and

WHEREAS, TT desires to make the TT Beacons available to Customer solely for use with and as part of the Service during the term of the Agreement, subject to the terms and conditions in the Agreement and this Beacon Addendum.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the Parties hereby agree as follows:

1. Relationship to the Agreement. All capitalized terms not defined in this Beacon Addendum have the same meaning given to them in the Agreement. Except as expressly provided in this Beacon Addendum, the Agreement applies without modification.
2. TT Beacon Overview. The TT Beacon upgrade to the Service allows smartphones to communicate to the Service where and when Digital Fares are being used, by allowing Riders to wave their mobile device in front of the TT Beacon. Additionally, the TT Beacons are integrated into the Service and allow TT to provide Customer with detailed **aggregated and/or anonymous** information such as the number of Rider trips taken using the Service, total miles traveled, and aggregated origin-destination data, with respect to those Riders who have Bluetooth-based location tracking, device location, or Near Field Communication services enabled.
3. Term and Termination.



3.1. **Term and Renewal.** The initial term of this Beacon Addendum shall be 12 months from the Beacon Addendum Effective Date (the "**Annual TT Beacon Term**"). During the Term of the Agreement the Annual TT Beacon term will automatically renew for consecutive annual periods unless either Party provides notice at least 30 days prior to the end of the then current Annual TT Beacon Term; provided, however, that TT may terminate an Annual Beacon Term at any time for convenience and without liability, for example if it cancels the TT Beacon program, subject to providing a pro-rata refund of fees paid pursuant to this Beacon Addendum during the applicable Annual TT Beacon Term.

3.2. **Termination.** Either Party may terminate this Beacon Addendum if the other Party commits a material breach that remains uncured following 30 days prior written notice. This Beacon Addendum shall automatically terminate upon the expiration or termination of the Agreement for any reason. Upon expiration or termination of this Beacon Addendum, Customer shall return or destroy the TT Beacons to TT, unless TT agrees otherwise.

4. TT Beacon Pricing and Payment.

4.1. **Fee.** TT charges a yearly service fee based on the number of vehicles using TT Beacons. The current pricing for Customer to install and use the TT Beacons in connection with the Service, as described herein is \$500 per vehicle per Annual TT Beacon Term. This fee is in addition to any fees stated in the Agreement.

4.2. **Taxes.** Customer acknowledges that it is responsible for any sales, value-added, use or other taxes, tariffs and governmental charges that are due in connection with the TT Beacons and provision of the Services described in this Beacon Addendum (and the Agreement) (except taxes based on TT's net income for which TT shall be solely responsible), and that if TT is required to pay any such taxes or charges based on the Services or other items provided to Customer, then such charges shall be billed to and paid by Customer. Customer shall obtain and provide to TT any certificate of exemption or similar document required to exempt any transaction under the Agreement from sales tax, use tax or other tax liability.

4.3. **Payment.** Customer shall make full payment within 30 days of the invoice date for invoices provided herein. All payments shall be made in U.S. Dollars. In addition to any other remedies available to TT hereunder, if Customer fails to pay any amounts within thirty (30) days after payment is due or delivery of the invoice if applicable, then Customer shall pay TT a late payment charge equal to 1.25% per month (or the highest rate permitted by law, if lower). TT additionally reserves the right to deduct any fees from amounts otherwise due to Customer pursuant to the Agreement, in the event Customer does not pay within 30 days of the invoice date.

4.4. **Fee Increases.** After the first three Annual Beacon Terms, in the event the Agreement remains in effect, TT may increase the price for the upcoming Annual TT



Beacon Term by providing notice at least 45 days before the commencement of that Annual TT Beacon Term.

4.5. **Upgrades.** TT may offer upgraded TT Beacons if and as made available by TT to its customers during the Term.

5. TT Beacon Services Integration. The TT Beacon add-on to the Service comprises the following hardware and services:

5.1. **TT Beacon Hardware** – TT provides beacons that will work on vehicles of any size. Beacons are battery powered. The TT Beacon is currently BLE Beacon Hardware, which is subject to change. The Beacons are designed to be detected in the background on smartphones running Android 4.3 or later or iOS 9 or later (over 99% of Token Transit smartphone users as of July 2017). Agency will install the TT Beacons. TT Beacons will come with 3M adhesive suitable for mounting the Beacons or alternative mounting hardware if required. TT will provide guidance on preferred placement of the TT Beacons to optimize the Beacon signal.

5.2. **Analytics Dashboard** – TT Beacon hardware unlocks the origin-destination analytics dashboard in the TT agency portal of the Service; provided that Customer has provided TT with stop, trip, origin, and vehicle identification numbers along with other information required by TT in order to provide the analytic data. The dashboard provides detailed origin-destination data by stop as well as detailed visualizations of the aggregate data. It does not provide name, email address, phone number, unique identifier or other contact information of Riders or other TT customers. Current examples of sample reports, which TT may modify in its sole discretion, include the following:

Aggregate Trip Table

Origin Stop	Destination Stop	Total Riders
1234	5678	10
2345	6789	18

Example of Anonymized Raw Trip Data

gtfs_trip_id	vehicle_id	origin_stop_id	origin_timestamp	dest_stop_id	dest_timestamp
1437	25	2	19/7/2017:06:36:15	4	19/7/2017:07:06:48



6. Disclaimer; Indemnification. For the avoidance of doubt, this Beacon Addendum and the TT Beacons and all related services described in this Beacon Addendum are subject to the Agreement, including, without limitation, TT's liability limitation, warranty and damages disclaimer. The Parties' confidentiality and data privacy obligations, including Customer's obligations pertaining to Rider Data apply to all data provided to Customer pursuant to this Beacon Addendum. TT expressly does not represent the accuracy of the TT Beacons, the percentage of Riders that will have location tracking in connection with TT Beacons enabled, that they will function at all times, and, as stated in the Agreement, Customer acknowledges that their use is "As Is" without any representation or warranties of any kind. Nothing in this Beacon Addendum obligates TT, and TT does not intend, to provide personal data of Riders or other TT customers, but only aggregated and/or anonymized data. Customer shall at all times use all such data in accordance with applicable law and TT's then current privacy policy and in no event shall Customer directly or indirectly link (or attempt to link) TT Beacon data with personally identifying data. Customer, and not TT, shall be responsible for ensuring that the use of the TT Beacons as described herein complies with all applicable laws, rules and regulations. Customer shall fully defend, indemnify and hold TT harmless pursuant to the Agreement for the use of the TT Beacons and any data provided hereunder.

In witness whereof, the Parties, having all required authority, have caused this Beacon Addendum to be executed on the date and year first written above.

CITY OF TURLOCK

TOKEN TRANSIT, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE	}	RESOLUTION NO. 2019-
FUTURE SOLE SOURCE PROCUREMENTS	}	
OF SOFTWARE AND HARDWARE FOR	}	
ELECTRONIC VALIDATION OF PASSES AND	}	
SPECIAL PASS SERVICES FROM TOKEN	}	
TRANSIT, INC., OF SAN FRANCISCO,	}	
CALIFORNIA, CONTINGENT ON THE	}	
AVAILABILITY OF BUDGETED TRANSIT	}	
FUNDS, WITHOUT COMPLIANCE TO THE	}	
FORMAL BID PROCEDURE PURSUANT TO	}	
TURLOCK MUNICIPAL CODE SECTION	}	
2-7-08(b)(6), AND AUTHORIZING THE CITY	}	
MANAGER TO EXECUTE ALL DOCUMENTS	}	
ASSOCIATED WITH THE PROCUREMENT AND	}	
IMPLEMENTATION OF HARDWARE,	}	
SOFTWARE, OR SERVICES	}	
	}	

WHEREAS, through separate action, the Turlock City Council has entered into an agreement with Token Transit of San Francisco, California, for mobile ticketing services for Turlock Transit; and

WHEREAS, the future addition of hardware and software enhancements, such as the purchase and installation of Bluetooth beacons or the development of a special pass offering, may provide a benefit to the City and its transit passengers; and

WHEREAS, the specified hardware, software, or special fare offering support related to Token Transit software would be available only through Token Transit; and

WHEREAS, the purchase of any hardware, software, or services would be contingent on the availability of budgeted transit funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the future sole source procurements of software and hardware for electronic validation of passes and special pass services from Token Transit, Inc., of San Francisco, California, contingent on the availability of budgeted transit funds, without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08(b)(6), and authorize the City Manager to execute all documents associated with the procurement and implementation of hardware, software, or services.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of March, 2019, 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

March 12, 2019

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

Prepared by: Mark Crivelli, Supervisor

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to an Agreement with A & A Portables, Inc. for chemical restroom rentals at Pedretti Park and other City facilities and events

Resolution: Appropriating \$6,000 to account number 205-60-604.43297 "Chemical Restrooms" to be funded from Fund 110 "General Fund" unallocated reserves for chemical restroom services at Pedretti Park and other City facilities and events

2. SYNOPSIS:

Amending Contract No. 16-143 and appropriating \$6,000 to account number 205-60-604.43297 "Chemical Restrooms" to be funded from Fund 110 "General Fund" unallocated reserves for chemical restrooms at Pedretti Park.

3. DISCUSSION OF ISSUE:

On October 26, 2016, Council approved an Agreement with A & A Portables for Thirty Seven Thousand Five Hundred Ninety Six Dollars (\$37,596) over three (3) years to provide chemical restrooms for various Parks, Recreation and Public Facilities, sports complexes and special events.

The bulk of the annual agreement is used at Pedretti Sports Complex. The sports facility is rented and used six (6) to seven (7) days per week from February until November. Chemical restrooms are provided at the picnic area, behind the maintenance shed and on a gated cement pad on the northernmost field. This Amendment No. 1 to Contract No. 16-143 will allow for continued chemical restroom rentals for Pedretti Park tournament rentals as well as Pedretti Park picnic rentals.

The extensive use of the sports facility and picnic area has created more use of the chemical restrooms which resulted in more services to clean the portables. In addition, with some tournaments growing, such as the University tournament, there has been additional requests to provide more portable restrooms for the events. The increased use has resulted in the contracted amount being expensed. The amendment and appropriation is needed to make it through June 30, 2019.

This amendment is for an additional Twelve Thousand Dollars (\$12,000) which will cover the remainder of the agreement. The appropriation of Six Thousand Dollars (\$6,000) will be a one-time expense for the current fiscal year and the ongoing expense for the remainder of the contract will be included in future budgets. The remaining Six Thousand Dollars (\$6,000) of the appropriation is for the remaining four (4) months of the contract for Fiscal Year 19/20. With the current contract ending on October 25, 2019, the RFP process will begin to look at a future agreement.

4. BASIS FOR RECOMMENDATION:

- A. Amendment No. 1 and appropriation will allow the City to increase funds for Contract No. 16-143 that are needed to continue renting portable restrooms at Pedretti Park and other City facilities and events.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Staff is requesting a one-time appropriation of \$6,000 from Fund 110 "General Fund" unallocated reserves to account number 205-60-604.43297 "Chemical Restrooms". The appropriation is for the current fiscal year and the ongoing expense will be included in future budgets. An amendment to Contract No. 16-143 for \$12,000 to increase compensation will complete the remainder of the contract for Fiscal Year 18/19 and through October of Fiscal Year 19/20.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION: N/A

8. ALTERNATIVES:

- A. Deny Amendment No. 1 to Contract No. 16-143 and the appropriation for the purpose of renting chemical restrooms. Staff does not recommend this as Pedretti Park is rented and used daily and does not have accessible restrooms.



**AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
A & A PORTABLES, INC.**

CITY CONTRACT NO. 16-143

THIS AMENDMENT NO. 1, dated March 12, 2019, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **A & A PORTABLES, INC.**, (hereinafter "SERVICE PROVIDER").

WHEREAS, the parties hereto previously entered into an agreement dated October 26, 2016, whereby SERVICE PROVIDER would provide portable toilets for the Parks, Recreation and Public Facilities Department (hereinafter the "Agreement"); and

WHEREAS, the parties would like to amend the Agreement to adjust the annual compensation for City contract No. 16-143; and

WHEREAS, the contracted amount for the three (3) year contract is \$37,596; and

WHEREAS, the contracted amount will not allow services to be provided through the third year; and

WHEREAS, the parties desire to amend the agreement as set forth in Amendment No. 1.

NOW, THEREFORE, the parties hereto mutually agree to amend said Agreement as follows:

1. Section 4. Compensation of the Agreement is amended to read as follows:

"4. **COMPENSATION:** CITY agrees to pay SERVICE PROVIDER in accordance with Section 1 as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by SERVICE PROVIDER of all of its duties and obligations under this Agreement. In no event shall the total of this agreement exceed Forty Nine Thousand Five Hundred Ninety Six and No/100ths Dollars (\$49,596.00). SERVICE PROVIDER agrees that compensation shall be paid in the manner and at the times set for below:"

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 No. 1 to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK, a municipal corporation

By: _____
Robert C. Lawton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Allison Van Guilder, Director of
Parks, Recreation & Public Facilities

APPROVED AS TO FORM:

By: _____
Jose M. Sanchez, Interim City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

A & A PORTABLES, INC.

By: _____

Title: _____

Print name: _____

Date: _____

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2019-
\$6,000 TO ACCOUNT NUMBER	}	
205-60-604.43297 "CHEMICAL	}	
RESTROOMS" TO BE FUNDED FROM	}	
FUND 110 "GENERAL FUND"	}	
UNALLOCATED RESERVES FOR	}	
CHEMICAL RESTROOM SERVICES AT	}	
PEDRETTI PARK AND OTHER CITY	}	
FACILITIES AND EVENTS	}	
<hr/>		

WHEREAS, on October 26, 2016, Council entered into an Agreement with A & A Portables, Inc. for chemical restroom rental services for the City, Contract No. 16-143; and

WHEREAS, the contracted amount for the three (3) year contract was \$37,596; and

WHEREAS, the contracted amount will not allow services to be provided through the third year; and

WHEREAS, a \$12,000 amendment to contract 16-143 is needed to continue renting chemical restrooms for patrons at Pedretti Park sports complex and picnic area for the remainder of the contract; and

WHEREAS, the appropriation of \$6,000 is needed to continue renting chemical restrooms through the end of fiscal year 18/19.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$6,000 to account number 205-60-604.43297 "Chemical Restrooms" to be funded from Fund 110 "General Fund" unallocated reserves for chemical restroom services at Pedretti Park and other City facilities and events.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of March, 2019, 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

March 12, 2019



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

Prepared by: Mark Crivelli, Parks, Recreation & Public Facilities Supervisor

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Memorandum of Understanding between the City of Turlock and Turlock Youth Soccer Association for use of the Turlock Regional Sports Complex to offer youth soccer programs and tournaments within the community for a period of three (3) years

2. SYNOPSIS:

Approving a Memorandum of Understanding with Turlock Youth Soccer Association for use of Turlock Regional Sports Complex for youth soccer programs and tournaments.

3. DISCUSSION OF ISSUE:

The City of Turlock and Turlock Youth Soccer Association (TYSA) have successfully partnered to offer safe athletic opportunities in the community for the past 15+ years. The City of Turlock and TYSA are looking to renew the Agreement for an additional three (3) years. Approval of the agreement will authorize TYSA's exclusive use of the Turlock Regional Sports Complex during summer and fall months for youth soccer programs and competitive soccer tournaments, beginning March 2019 and continuing for three (3) consecutive years.

TYSA will pay a daily use fee for assigned dates including tournament dates to the City of Turlock. TYSA will also remit use fees to the City of Turlock for parking concessions during tournament weekends at a fifty/fifty (50/50) percentage split. The collected fees are deposited into the Turlock Regional Sports Complex rental account 205-60-602.37060_001.

4. BASIS FOR RECOMMENDATION:

- A. The Agreement with Turlock Youth Soccer Association (TYSA) will promote use of the Turlock Regional Sports Complex through recreation league play along with competitive soccer tournaments at the City sports facility.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

At the conclusion of the season, the City of Turlock will invoice TYSA for use of the Turlock Regional Sports Complex, at a rate of One Thousand Four Hundred Sixty-Three Dollars and no cents (\$1,463.00) per day for league games and per day for tournament use. All monies collected will post to the Turlock Regional Sports Complex rental account 205-60-602.37060_001.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. City Council could choose not to renew the Agreement with TYSA to use Turlock Regional Sports Complex. With this alternative, there could be a potential loss of revenue through facility rentals, as well as a loss of affordable youth sports activities in the community.



MEMORANDUM OF UNDERSTANDING
between
CITY OF TURLOCK
and
TURLOCK YOUTH SOCCER ASSOCIATION
For
USE OF TURLOCK REGIONAL SPORTS COMPLEX
Contract No. 19-056

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into by and between the CITY of Turlock (hereinafter "CITY") and Turlock Youth Soccer Association (hereinafter "TYSA") as of the 12th day of March, 2019.

WHEREAS, CITY has constructed the Turlock Regional Sports Complex (hereinafter "Facility") utilizing funds from the County of Stanislaus, a grant from the State of California, CITY funds and monies contributed to the Facility; and

WHEREAS, TYSA provides organized soccer competition for the youth of Turlock and the southern portion of Stanislaus County;

NOW, THEREFORE, the parties agree as follows:

1. TYSA shall be entitled to the exclusive use of the Facility for soccer from 7:00 A.M. to 5:30 P.M. for twelve (12) consecutive Saturdays beginning on the third Saturday of August, with exception of Labor Day weekend of each year of this MOU (hereinafter "Regular Season").
2. TYSA shall be entitled to the exclusive use of the Facility from 7:00 A.M. to 5:30 P.M. for one Saturday mutually agreed upon in July for annual "Kickoff Event".
3. TYSA shall be entitled to the exclusive use of the Facility from 7:00 A.M. to 5:30 P.M. for competitive soccer tournaments sponsored by TYSA to be held for two (2) days during a mutually agreed upon weekend in July, October, November or December of each year of this MOU.
4. The CITY will allow TYSA to administer and staff the parking lot concession at the Facility for the dates which they host tournaments. TYSA shall split all revenue received from the parking concession with the CITY on a 50/50 basis. The fees for operating the parking concession are payable within 72 hours from the conclusion of the tournament.
5. The term of this MOU shall be three (3) years beginning March 12, 2019 and ending March 11, 2022.
6. For the 12-week period of TYSA's Regular Season, the storage facility shall be made available to TYSA without cost. If TYSA desires to utilize the storage facility in the off-season, it will pay a One Hundred Dollar (\$100) monthly rental fee.
7. CITY shall be responsible for maintenance of the Facility, providing trash receptacles, placement of field lines, and assisting in deployment (but not set-up) of goal cages.

8. Additional equipment or services, such as early access, tables, chairs, portable toilets, and public address systems are available for standard fees.
9. For the 2019 Regular Seasons, TYSA shall pay a base rental of One Thousand Four Hundred Sixty-Three Dollars (\$1,463) per day, plus an annual cost-of-living adjustment based on increases in the Consumer Price Index (not to exceed 6%) for each subsequent year.
10. The daily rental for TYSA tournaments shall be a base rental fee of One Thousand Four Hundred Sixty-Three Dollars (\$1,463) for the year 2019. In subsequent years, the rental amount shall be adjusted by an annual cost-of-living adjustment as set forth above.
11. All rent shall be paid forty-eight (48) hours in advance of use. Failure to timely pay shall result in cancellation of any scheduled use.
12. **INSURANCE:** TYSA shall not commence use of facilities under this Agreement until TYSA has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall TYSA allow any other person to use the facilities until all similar insurance required of the person seeking to use the facilities shall have been so obtained and approved. TYSA 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 use of facility hereunder by TYSA, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.
 - (a) Minimum Scope of Insurance: Coverage shall be at least as broad as:
 - (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 11 85 or its equivalent), to be approved by the CITY of Turlock.
 - (b) Minimum Limits of Insurance: TYSA shall maintain limits no less than:
 - (1) General Liability (including operations, products and completed operations): \$2,000,000 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.
 - (c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (b) TYSA shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - (d) Other Insurance Provisions: The commercial general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of TYSA; and with respect to liability arising out of work or operations performed by or on behalf of TYSA, 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 TYSA insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

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

(3) Notice of cancellation or coverage change is required. Each policy of insurance required by this Agreement shall be endorsed to provide CITY a minimum of thirty (30) days' written notice of cancellation or nonrenewal.

(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: TYSA shall furnish CITY with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

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

13. INDEMNIFICATION: TYSA 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 TYSA, 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.

14. RELATIONSHIP OF PARTIES: All acts of TYSA, its agents, officers, and employees and all others acting on behalf of TYSA relating to the performance of this Agreement, shall be

performed as TYSA and not as agents, officers, or employees of CITY. TYSA, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. TYSA 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 TYSA. No agent, officer, or employee of the TYSA is to be considered an employee of CITY. It is understood by both TYSA and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

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

TYSA 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 TYSA in fulfillment of this Agreement. TYSA has control over the manner and means of performing the services under this Agreement. TYSA is permitted to provide a service to others during the same period service is provided to CITY under this Agreement. If necessary, TYSA has the responsibility for employing other persons or firms to assist TYSA in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by TYSA, such persons shall be entirely and exclusively under the direction, supervision, and control of TYSA. 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 TYSA.

It is understood and agreed that as a TYSA and not an employee of CITY neither the TYSA or TYSA'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 TYSA must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of TYSA's paid personnel.

15. **VOLUNTARY TERMINATION:** Either party may terminate this Agreement without cause or legal excuse by providing thirty (30) days written notice to the other party.
16. **CONFORMANCE WITH FEDERAL AND STATE LAW:** All equipment, supplies and services used and/or provided by TYSA in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.
17. **NONDISCRIMINATION:** In connection with the execution of this Agreement, TYSA shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. TYSA 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. TYSA 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, TYSA shall comply with the provisions of Section 1735 of the California Labor Code.

18. **ENTIRE AGREEMENT AND MODIFICATION:** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. TYSA 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. TYSA specifically acknowledges that in entering into and executing this Agreement, TYSA relies solely upon the provisions contained in this Agreement and no others.
19. **OBLIGATIONS OF TYSA:** Throughout the term of this Agreement, TYSA shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. TYSA will maintain a valid Non-Profit status and Non-profit business license from the CITY of Turlock during the length of the MOU. TYSA must be registered with the Secretary of the State and also have a tax exemption certificate issued by the IRS & California Franchise Tax Board. A "Statement of Good Standing" from the Secretary of State must also accompany these documents. TYSA warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities and other resources necessary to provide the CITY with the services contemplated by this Agreement. TYSA 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.
20. **NEWS AND INFORMATION RELEASE:** TYSA 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.
21. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the State of California.
22. **EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE:** TYSA 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.*
23. TYSA understands the utilization of the Facilities provided for by this MOU is subject to existing CITY rules and regulations for use of CITY parks and facilities, and such other reasonable rules as may be necessary to provide for orderly and enjoyable use by everyone.
24. **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:

CONTRACTOR: TURLOCK YOUTH SOCCER ASSOCIATION
ATTN: AARON DONAHUE
340 E. OLIVE AVE
TURLOCK, CA 95380
PHONE: (209) 668-4625
FAX: N/A

CITY: CITY OF TURLOCK
ATTN: ALLISON VAN GUILDER
PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT
144 SOUTH BROADWAY
TURLOCK, CALIFORNIA 95380-5456
PHONE: (209) 668-5594 Ext. 4601
FAX: (209) 668-5619

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

Mark Crivelli
City of Turlock
144 S. Broadway
Turlock, California 95380-5456
Telephone: (209) 668-5594 x 4603
E-mail: mcrivelli@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation TURLOCK YOUTH SOCCER ASSOCIATION

By: _____
Robert C. Lawton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Allison Van Guilder, Director of Parks,
Recreation & Public Facilities Maintenance

APPROVED AS TO FORM:

By: _____
Jose M. Sanchez, Interim City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

By: _____

Title: _____

Print name: _____

Date: _____

City Council Staff Report

March 12, 2019



From: Michael I. Cooke, Municipal Services Director

Prepared by: Michael I. Cooke, Municipal Services Director

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Professional Services Agreement between the City of Turlock and Municipal Financial Services to update and evaluate the City of Turlock's water fund cash flow in a total amount not to exceed \$16,200 (Fund 420)

2. SYNOPSIS:

Contracting with a specialized consultant to update and evaluate the City of Turlock's water rates once final cost estimates for the Regional Surface Water Supply Project become available in approximately July 2019.

3. DISCUSSION OF ISSUE:

Since 2011, the City of Turlock has been a member of the Stanislaus Regional Water Authority (SRWA). The SRWA is a Joint Powers Authority of the City of Turlock and the City of Ceres whose purpose is to develop a drinking water supply in partnership with the Turlock Irrigation District (TID).

In July 2015, the SRWA entered into a Water Sales Agreement with TID to obtain up to 30,000 acre feet of Tuolumne River water for the Agency and any partners. In December 2017, City Council approved the rate increases necessary to fund the City's portion of the Surface Water Project.

The project is at the point where design/build cost estimates will be available approximately July 2019. Therefore, in order to understand how participation in the project could impact Turlock ratepayers, an update to the Water Rate Study is necessary. It is anticipated that the infusion of a state grant and potential reductions in capital costs will reduce the impact of the project on the City's ratepayers. However, the actual impact will not be known until the City's water rate model is updated.

The City of Turlock relies entirely on groundwater for its drinking water supply. Since the late 1980s, the City has investigated diversifying its portfolio of drinking water resources to include treated water from the Tuolumne River to drinking water standards.

The City's drinking water supply faces a number of challenges, including but not limited to: declining water supply, increasing levels of contaminants, increasingly stringent regulatory requirements, and new state regulations on groundwater sustainability. Staff has been working diligently to find additional sources of groundwater supply including the installation of new wells. In 2018, the City drilled five (5) test holes but, unfortunately, the results did not favor moving forward and installing new municipal supply wells.

Furthermore, the City is currently under a Compliance Order for three (3) municipal supply wells due to levels of 1,2,3-Trichloropropane exceeding the maximum contaminant level. The compliance date for this Order is June 30, 2021, and requires the wells to have well head treatment installed or removed from service. Continuing to rely on groundwater as the only water supply is becoming increasingly difficult and costly.

Therefore, the City has been working on alternative solutions to the problem. After investigating multiple alternatives over the years, the most economical and most reliable long-term option is securing a surface water supply to augment the current groundwater supply. This would give the City a diverse water portfolio and allow the City to actively manage the two (2) supplies to meet the needs of the City and the region. In times of plenty the City would be recharging the groundwater system (using more surface water and less groundwater) for use during times of drought. This results in building in a long-term drought resiliency that affords a future long-term reliable water supply.

4. BASIS FOR RECOMMENDATION:

- A. An update to the Water Rate Study will provide the City Council with the information it needs to evaluate the impact of developing a future surface water supply as updated costs and financing data become available.
- B. Surface water will provide the City with a long-term sustainable source of drinking water that will reduce groundwater dependence, improve water quality, and allow the City to comply with more stringent regulations for drinking water quality and groundwater sustainability.
- C. Municipal Financial Services offers extensive expertise and experience in developing water and sewer rate studies and has significant experience with the City's water utility.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact \$16,200
Non-General Fund 420-52-555-43515 "Stanislaus Regional
Water Authority"

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Do not approve the Agreement. This alternative is not recommended because the study is essential to understanding the potential impact of the Regional Surface Water Supply Project on water rates. Performing the study does not commit the City to participating in the Project; however, it does provide information on the affordability of the Project.



AGREEMENT FOR SPECIAL SERVICES
between
THE CITY OF TURLOCK
and
MUNICIPAL FINANCIAL SERVICES
for
Water Fund Cash Flow Evaluation
CITY PROJECT NO. 2019-61

THIS AGREEMENT is made this 12th day of March, 2019, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **MUNICIPAL FINANCIAL SERVICES**, a consultant, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for evaluating the water fund cash flow as it relates to the future Surface Water Treatment Plant; 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 _ 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 sixteen thousand, two hundred and No/100^{ths} Dollars (\$16,200). 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 City Council meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective March 12, 2019 and end December 31, 2019, subject to CITY's availability of funds.

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

(a) General Liability Insurance: CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage,

including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. CONSULTANT's general liability policies shall be primary and not seeking contribution from the City's coverages, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

(b) Workers' Compensation Insurance: CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). CONSULTANT shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) Auto Insurance: CONSULTANT shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident. If CONSULTANT owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) Builder's Risk Insurance: Upon commencement of construction and with approval of City, CONSULTANT shall obtain and maintain Builder's Risk/Course of Construction insurance. Policy shall be provided for replacement value on an "all-risk" basis. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site, whether provided from within a Builder's Risk policy or through the addition of an Installation Floater. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. CONSULTANT shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

(e) Contractors Pollution Insurance: Pollution Coverage shall be provided on a Contractors Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than one million dollars (\$1,000,000) per claim. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

(f) Professional Liability Insurance: When applicable, CONSULTANT shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(g) 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.

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

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

(i) 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.

(j) 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.

(k) 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.

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

(m) Surety Bonds: CONSULTANT shall provide a Performance Bond and a Payment Bond.

7. INDEMNIFICATION:

Indemnity for Professional Liability: When the law establishes a professional standard of care for CONSULTANT's Services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless CITY and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the CONSULTANT (and its Subcontractors) are responsible for such damages, liabilities and costs on a comparative basis of fault between the CONSULTANT (and its Subcontractors) and the CITY in the performance of professional services under this Agreement. CONSULTANT shall not be obligated to defend or indemnify CITY for the CITY's own negligence or for the negligence of others.

Indemnity for other than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CITY and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or agency for which CONSULTANT is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of CONSULTANT.

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

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

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control

with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

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

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

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

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

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all

previous Agreements and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data,

plans, specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of CITY.

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

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

**for CONSULTANT: TOMMY PAVLETIC
MUNICIPAL FINANCIAL SERVICES
2960 VALLEY BASIN AVENUE
HENDERSON, NV 89052
PHONE: (510) 439-6264**

**for CITY: CITY OF TURLOCK
ATTN: MICHAEL COOKE
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5590**

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

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

35. PERFORMANCE BY KEY EMPLOYEE: CONSULTANT has represented to CITY that Tommy Pavletic will be the person primarily responsible for the performance of the services referred to in this Agreement. CITY has entered into this Agreement in reliance on that representation by CONSULTANT. CONSULTANT therefore agrees that Tommy Pavletic percent (51%) or more of the time to be devoted to the project that is the subject of this Agreement will be that of the above-named person.

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: _____
Robert C. Lawton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael Cooke, Municipal Services Director

APPROVED AS TO FORM:

By: _____
Jose M. Sanchez, Interim City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

MUNICIPAL FINANCIAL SERVICES

By: Tommy Pavletic

Title: Owner

Print name: _____

Date: _____

EXHIBIT A

2960 Valley Basin Avenue
Henderson, NV 89052
(510) 439-6264

MUNICIPAL
FINANCIAL
SERVICES

January 9, 2019

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

Subject: Proposal to Evaluate Water Fund Cash Flow

Dear Mr. Cooke:

Municipal Financial Services (MFS) is pleased to submit a proposal to work with the City of Turlock (City) to evaluate water fund cash flow. This proposal documents our scope of work, estimated time to complete the project and hourly rates.

Scope of Work

The scope of work for the study would include the following work items:

- Task 1 – Evaluate Water Use Data
- Task 2 – Develop Revenue Requirements and Financing Strategy
- Task 3 – Prepare Cash Flow Scenarios
- Task 4 – Prepare Preliminary, Draft and Final Reports
- Task 5 – Prepare Presentations/Attend Meetings and Hearings

Each task is described more fully in the paragraphs below.

Task 1 – Evaluate Water Use Data. We will evaluate water use using data from the City's utility billing system and from summary reports to state water agencies. We will update projections of water use and compare the updated projections to those that were the basis for adopted rates.

Task 2 - Develop Revenue Requirements and Financing Strategy. We will develop projections for two scenarios – one with the proposed Regional Surface Water Supply Project and one without the Project (with only a Groundwater source of supply). The revenue requirement projection scenarios will consider annual changes in operating and maintenance expenditures as well as changes in annual capital expenditures.

We will develop revenue requirement projections using the same planning horizon as in the *January 2018 Final Water Rates Study* report (2018 Study) – FY17 – FY27.

For each new scenario we will develop a financing strategy. The financing strategy for each scenario will include projections of the mix of source of funds for capital expenditures – loans, grants, connection fees and rates (pay-as-you-go). The projected debt service coverage ratio will be included as part of the evaluation of each financing strategy.

Task 3 – Prepare Cash Flow Scenarios. We will work with City staff to develop and evaluate various cash flow scenarios. The scenarios will evaluate changes to the following parameters:

- Water use by each customer class and the impacts of water conservation;
- Amounts and timing of operating expenditures including additional expenditures for new facilities;
- Amounts and timing of capital expenditures for rehabilitation/replacement or for new facilities; and
- Amount and timing of rate increases.

The new scenarios will include as a benchmark the cash flow parameters that were the basis for rates developed in the 2018 Study.

Task 4 – Prepare Preliminary, Draft and Final Reports. We will prepare an electronic version of a preliminary draft report and submit it to City staff for review and comment. After receiving a consolidated set of comments on the preliminary report, we will prepare an electronic version of a draft report and submit it to City staff for review and comment. Based on a consolidated set of comments from the City, we will revise the draft report and prepare a final version. We will submit a final report in electronic and hard copy format. We will submit five bound copies of the final report.

All versions of the report will include a comparison of current water rates to surrounding public agency water purveyors (the cities of Ceres, Merced, Modesto, Riverbank and Turlock; and special districts such as the Denair CSD, Keyes CSD and Hilmar CWD).

Task 5 - Prepare Presentations/Attend Meetings. We will attend up to three (3) meetings at City Hall for presentation of findings and recommendations. We will prepare presentations as requested by the City. We will conduct all other meetings using “go to meeting” technology.

Deliverables

Work products (deliverables) included in this proposal are:

- Preliminary draft, draft and final reports (including 5 bound copies of the final report).
- Electronic copy of the preliminary draft, draft and final reports and the Excel spreadsheet used to develop tables and figures for the reports.
- Up to three (3) meetings at City Hall for presentation of findings and recommendations.

Budget

The proposed budget to perform the scope of work is shown in the table below. Travel expenses and all other expenditures are included in the hourly labor rates. Only actual labor hours will be charged. Labor hours not used will not be invoiced. Labor hours for each task are fungible among tasks up to the total hours shown for the entire scope of work.

Task	Pavletic	Hourly Rate	Cost
Task 1 - Evaluate Customer Data	18	\$150	\$2,700
Task 2 - Develop Revenue Requirements and Financing Strategy	24	\$150	\$3,600
Task 3 - Prepare Cash Flow Scenarios	18	\$150	\$2,700
Task 4 - Prepare Preliminary, Draft and Final Reports	24	\$150	\$3,600
Task 5 - Prepare Presentations/Attend Meetings (three total)	24	\$150	\$3,600
Total Costs and Hours	108		\$16,200
% of Total Hours	100%		

Schedule

We can begin work immediately after receiving written authorization to proceed. We will perform the work on a schedule that meets the City's objective to complete the project within time to evaluate the need for rate increases scheduled for March 1, 2019.

Thank you for the opportunity to propose on this work. If you have any questions, please call me at (510) 439-6264 (cell).

Very truly yours,

MUNICIPAL FINANCIAL SERVICES



Tommy Pavletic

City Council Staff Report

March 12, 2019



From: Michael I. Cooke, Municipal Services Director

Prepared by: David Huff, Water Quality Control Division Manager

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Professional Services Agreement between the City of Turlock and Robertson-Bryan, Inc. to provide assistance amending and renewing the National Pollutant Discharge Elimination System (NPDES) for the Turlock Regional Water Quality Control Facility (RWQCF) for a period of twenty-four (24) months, in a total amount not to exceed \$219,598, including a 10% contingency

Motion: Approving an Agreement between the City of Turlock and the Turlock Irrigation District (TID) for the reimbursement of certain costs associated with the NPDES permit renewal services provided by Robertson-Bryan pertaining to the discharge of recycled water into TID's Lateral 4 irrigation canal

2. SYNOPSIS:

Contracting with Robertson-Bryan, Inc. to provide specialized consulting services associated with the City of Turlock amending and renewing its National Pollutant Discharge Elimination System (NPDES) permit for the Turlock Regional Water Quality Control Facility (RWQCF).

3. DISCUSSION OF ISSUE:

The City of Turlock's Regional Water Quality Control Facility (RWQCF) is currently discharging to the San Joaquin River under NPDES permit and Waste Discharge Requirements Order No. R5-2015-2007 and Time Schedule Order (TSO) R5-2014-0901. The NPDES permit expires May 31, 2020, and a Report of Waste Discharge (RWD) to renew the permit is due to the Central Valley Regional Water Quality Board (Central Valley Water Board) by December 3, 2019. Currently, the RWQCF cannot consistently comply with NPDES permit effluent limitations for dibromochloromethane (DBCM) and dichlorobromomethane (DCBM). The TSO

provides time to come into compliance with the DBCM and DCBM effluent limitations, with compliance required by December 1, 2019.

The City plans to be compliant with DBCM and DCBM effluent limitations by eliminating the discharge of effluent to the San Joaquin River and moving the discharge point to the Delta Mendota Canal (DMC). This 7.5-mile recycled water pipeline project, in partnership with Del Puerto Water District, is known as the North Valley Regional Recycled Water Program (NVRWP).

Even with the completion of the NVRWP, the City will still need to maintain the San Joaquin River discharge location as a backup discharge location in the event that discharge to the DMC may be temporarily halted. To facilitate continuing discharge to the San Joaquin River in compliance with the NPDES permit after the TSO deadline, Robertson-Bryan, Inc., is implementing a study to justify increasing the dilution credit and, thus, effluent limitations for DBCM and DCBM through the incorporation of attenuation (dilution over time and distance through the mixing of the City's recycled water and river water). Central Valley Water Board staff are supportive of this approach which would increase the City's permitted DBCM and DCBM effluent limitations.

Furthermore, the City also has been working with Turlock Irrigation District (TID) and Robertson-Bryan, Inc., to understand options available to allow discharge of recycled water into TID's Lateral 4 for use as an agricultural water supply. To include Lateral 4 as a new discharge location in the renewed NPDES permit, the City is also proposing the development of a mixing zone in Lateral 4 for DBCM and DCBM that accounts for dilution and attenuation.

Robertson-Bryan, Inc., recommends that during the first half of 2019 the Lateral 4 mixing zone approach be fully developed and agreement sought from Central Valley Water Board management and legal counsel. If acceptable, the Lateral 4 discharge location would be requested in the RWD that will be submitted by December 3, 2019. To support this request, the RWD will need to include supporting technical information, including a mixing zone and dilution credit analysis and an anti-degradation analysis, as described further below in the scope of work.

The Water Sales Agreement between Ceres, Turlock and TID requires TID to finance the cost of obtaining approval to discharge recycled water into Lateral 4. Approximately 40% of the charges will be attributable to TID for the Lateral 4 discharge point. Approving a reimbursement agreement between the City of Turlock and TID will allow the reimbursement for the Lateral 4 portion of the work that Robertson-Bryan, Inc. will be performing for the NPDES Permit renewal.

Robertson-Bryan, Inc., offers extensive expertise and experience in providing scientific, regulatory, engineering, and program management services to municipal wastewater utilities with respect to NPDES permit requirements.

4. BASIS FOR RECOMMENDATION:

- A. The City of Turlock RWQCF must renew the NPDES permit to discharge into the San Joaquin River.
- B. Robertson-Bryan, Inc., offers extensive expertise and experience in providing scientific, regulatory, engineering, and program management services to municipal wastewater utilities with respect to requirements of the NPDES permit.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact \$219,598 (\$199,635 + 10% contingency of \$19,963)
410-51-530-43316 "NPDES Permit Studies"

The Municipal Services Department adopted budget for FY 2018/19 contain adequate appropriation to cover the fiscal impacts associated with the Agreement staff is requesting be issued to Robertson-Bryan, Inc. for a total annual amount of \$219,598, including a 10% contingency, with approximately \$87,000 reimbursed by TID pursuant to the Agreement.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Do not approve the Agreement. This alternative is not recommended because the City of Turlock agreement with Robertson-Bryan, Inc., is needed amend and renew the NPDES permit. Robertson-Bryan, Inc., offers extensive expertise with respect to requirements of the NPDES permit.



AGREEMENT FOR SPECIAL SERVICES

between

THE CITY OF TURLOCK

and

ROBERSTON-BRYAN, INC.

for

AMENDING AND RENEWING THE CITY OF TURLOCK WATER QUALITY CONTROL

NPDES PERMIT

CITY CONTRACT NO. 2019-55

THIS AGREEMENT is made this 12th day of March, 2019, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **ROBERSTON-BRYAN, INC.**, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for amending and renewing the National Pollutant Discharge Elimination System (NPDES) permit for the Turlock Regional Water Quality Control Facility ; and

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

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

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

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

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

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the total amount of this Agreement exceed Two Hundred Nineteen Thousand Five Hundred Ninety-eight and No/100^{ths} Dollars (\$219,598). 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 City Council meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective March 12, 2019, and end March 12, 2021, subject to CITY's availability of funds.

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

(a) General Liability Insurance: CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG

00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. CONSULTANT's general liability policies shall be primary and not seeking contribution from the City's coverages, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

(b) Workers' Compensation Insurance: CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). CONSULTANT shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) Auto Insurance: CONSULTANT shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident. If CONSULTANT owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) Professional Liability Insurance: When applicable, CONSULTANT shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(e) 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.

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

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

(g) 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.

(h) 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.

(i) 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.

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

7. INDEMNIFICATION:

Indemnity for Professional Liability: When the law establishes a professional standard of care for CONSULTANT's Services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless CITY and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the CONSULTANT (and its Subcontractors) are responsible for such damages, liabilities and costs on a comparative basis of fault between the CONSULTANT (and its Subcontractors) and the CITY in the performance of professional services under this Agreement. CONSULTANT shall not be obligated to defend or indemnify CITY for the CITY's own negligence or for the negligence of others.

Indemnity for other than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CITY and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or agency for which CONSULTANT is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of CONSULTANT.

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

If the Agreement is terminated pursuant to any of the subsections contained in

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

aforesaid documents.

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

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

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

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

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

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

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

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

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

for CONSULTANT: ROBERSTON-BRYAN, INC.
ATTN: MICHAEL D. BRYAN, Ph.D.
9888 KENT STREET
ELK GROVE, CA 95624
PHONE: (916) 714-1801
FAX: (916) 714-1804

for CITY:

CITY OF TURLOCK
ATTN: MICHAEL I. COOKE, DIRECTOR
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5590
FAX: (209) 668-5695

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

Michael I. Cooke
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5590
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

ROBERTSON-BRYAN, INC.

By: _____
Robert C. Lawton, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

By: _____
Nathan Bray, Interim City Engineer

Date: _____

APPROVED AS TO FORM:

By: _____
Jose M. Sanchez, Interim City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk



December 21, 2018

DELIVERED BY EMAIL

Mr. Michael Cooke
Municipal Services Director
City of Turlock
156 South Broadway Avenue
Turlock, CA 95380

Subject: Proposal for Amending and Renewing the City of Turlock Water Quality Control Facility NPDES Permit

Dear Michael:

As requested, please accept this proposal for Robertson-Bryan, Inc. (RBI) to assist the City of Turlock (City) with amending and renewing the National Pollutant Discharge Elimination System (NPDES) permit for its Water Quality Control Facility (WQCF).

I. BACKGROUND

WQCF effluent is currently discharged to the San Joaquin River under NPDES permit and Waste Discharge Requirements Order No. R5-2015-0027 and Time Schedule Order (TSO) R5-2014-0901. The NPDES permit expires May 31, 2020, and a Report of Waste Discharge (RWD) to renew the permit is due to the Central Valley Regional Water Quality Control Board (Central Valley Water Board) by December 3, 2019. The discharge cannot consistently comply with NPDES permit effluent limitations for dibromochloromethane (DBCM) and dichlorobromomethane (DCBM). The TSO provides time to come into compliance with the DBCM and DCBM effluent limitations, with compliance required by December 31, 2019.

The City currently plans to come into compliance with DBCM and DCBM effluent limitations by eliminating the WQCF discharge of effluent to the San Joaquin River and moving the discharge point to the Delta Mendota Canal (DMC). Unanticipated pipeline construction delays could result in the need to continue effluent discharge to the San Joaquin River after the TSO compliance deadline. To facilitate continuing discharge to the San Joaquin River in compliance with the NPDES permit after the TSO deadline, RBI is implementing a study to justify increasing the dilution credit and, thus, effluent limitations for DBCM and DCBM through the incorporation of attenuation. Central Valley Water Board staff are supportive of amending the NPDES permit prior to December 31, 2019, to adjust the dilution credit and associated mixing zone, if necessary, to account for attenuation and, accordingly, increase the DBCM and DCBM effluent limitations.

The City also has been working with Turlock Irrigation District (TID) and RBI to understand the options available to allow discharge of WQCF effluent into TID's Lateral 4 for use as an agricultural water supply. To include Lateral 4 as a new discharge location in the renewed

NPDES permit, the City is interested in developing a mixing zone in Lateral 4 for DBCM and DCBM that accounts for dilution and attenuation. A water-balance or other model for the TID irrigation canal system may be needed to fully account for the available dilution and attenuation below the discharge, and this approach will need to be developed and found acceptable to Central Valley Water Board executive management and legal counsel before the new discharge location is included in the NPDES permit.

RBI recommends that during the first half of 2019 the Lateral 4 mixing zone approach be fully developed and agreement sought from Central Valley Water Board management and legal counsel. If acceptable, the Lateral 4 discharge location would be requested in the RWD that will be submitted by December 3, 2019. To support this request, the RWD will need to include supporting technical information, including a mixing zone and dilution credit analysis and an antidegradation analysis, as described further below in the scope of work.

It is possible that upon review of the technical and regulatory approach, Board staff conclude that a mixing zone is not justified for the Lateral 4 discharge. If this is the case, the City is to direct RBI regarding how to use budget in Task 3.2, Task 4, Task 5.2, and Task 6.4. Completion of these tasks is needed to obtain an NPDES permit for a Lateral 4 discharge, regardless of whether the regulatory pathway to permitting the discharge is a mixing zone or other alternative (e.g., MUN de-designation).

RBI's scope of work and budget for services is provided below. As requested by the City, services related to permitting a new discharge to Lateral 4 are identified separately to facilitate sharing these costs with TID.

II. SCOPE OF WORK

TASK 1. MIXING ZONE & DILUTION CREDIT—SAN JOAQUIN RIVER DISCHARGE

Task 1.1. Report

RBI will prepare a DBCM and DCBM Mixing Zone and Dilution Credit Report to support adjusting the DBCM and DCBM mixing zone, dilution credit, and effluent limitations in the WQCF NPDES permit, as described above in the "Background" section. The report will include: 1) background and purpose for the report; 2) data collected for the attenuation study; 3) calculations of attenuation factors and revised dilution credit for DBCM and DCBM; 4) definition of the mixing zone size associated with the revised dilution credit that accounts for the reach of the river in which attenuation is occurring; 5) evaluation of consistency with the eleven requirements for mixing zones in the *Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries of California*; and 6) an evaluation of the consistency of permitting higher DBCM and DCBM effluent limitations with the State's Antidegradation Policy. A draft report will be prepared for review and comment by City staff prior to issuing a final report that will be sent to the Central Valley Water Board with a cover letter requesting amendment of the NPDES permit.

Deliverable:

- *Mixing Zone and Dilution Credit Report—San Joaquin River Discharge*

Task 1.2. Meetings

RBI will accompany City staff at one (1) meeting with Central Valley Water Board staff to discuss the mixing zone and dilution credit report for the San Joaquin River discharge that accounts for DBCM and DCBM attenuation. RBI will also accompany City staff to the Central Valley Water Board hearing to rescind the TSO and adopt the amended NPDES permit.

Task 1.3. Review NPDES Permit Amendment

RBI will review and comment, if necessary, on the preliminary draft and tentative NPDES permit issued by the Central Valley Water Board to adjust the San Joaquin River mixing zone and effluent limitations to account for DBCM and DCBM attenuation.

TASK 2. MIXING ZONE AND DILUTION CREDIT—LATERAL 4 DISCHARGE

Task 2.1. Develop Mixing Zone Approach

Central Valley Water Board staff indicated preliminary support for permitting a mixing zone for DCBM and DBCM in Lateral 4. The first step in permitting the Lateral 4 discharge is to evaluate the technical and regulatory approach in support of permitting the mixing zone and providing this approach to Central Valley Water Board staff for initial approval before drafting the formal report. Accounting for dilution of DBCM and DCBM in Lateral 4 will involve modeling the dilution and attenuation of these constituents in the drains and canals downstream of Lateral 4, and possibly into the San Joaquin River, using a mass-balance approach. Budget for this task will be used to compile flow information for TID canals and drains, develop the technical approach to determining effluent dilution and attenuation in Lateral 4, and assess the eleven requirements for mixing zones in the *Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries of California*. The approach will be developed and summarized in an annotated outline of the DBCM and DCBM Mixing Zone and Dilution Credit Report.

Deliverable:

- *Annotated Outline of the Mixing Zone and Dilution Credit Report—Lateral 4 Discharge*

Task 2.2. Report

RBI will prepare a DBCM and DCBM Mixing Zone and Dilution Credit Report to support the request for a DBCM and DCBM mixing zone, dilution credit, and effluent limitations in the WQCF NPDES permit for the discharge to Lateral 4, as described above in the “Background” section. The report will include: 1) background and purpose for the report; 2) data and

information used to calculate dilution and attenuation of DBCM and DCBM in Lateral 4; 3) calculations of attenuation factors and dilution credit for DBCM and DCBM; 4) definition of the mixing zone size associated with the dilution credit for the Lateral 4 discharge; and 5) evaluation of consistency with the eleven requirements for mixing zones in the *Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries of California*. A draft report will be prepared for review and comment by City staff prior to issuing a final report that will be included as an appendix to the RWD.

Deliverable:

- *Mixing Zone and Dilution Credit Report—Lateral 4 Discharge*

Task 2.3. Meetings

RBI will accompany City and TID staff at one (1) meeting with Central Valley Water Board staff to discuss the approach to developing a mixing zone for the Lateral 4 discharge that accounts for DBCM and DCBM dilution and attenuation and seek concurrence. RBI will participate in two (2) conference calls with City/TID staff and/or Board staff to discuss the Lateral 4 discharge and mixing zone.

TASK 3. REASONABLE POTENTIAL ANALYSIS (RPA)

Task 3.1. RPA for San Joaquin River Discharge

The Central Valley Water Board makes determinations regarding the need for effluent limitations in an NPDES permit renewal through a Reasonable Potential Analysis (RPA). Completing an RPA ahead of NPDES permit renewal is informative because it provides advance notice of likely effluent limitations, which can be useful if compliance strategies need to be developed or if a compliance schedule justification is needed as part of the RWD submission. The Central Valley Water Board utilizes a standardized MS Excel spreadsheet to conduct RPAs. RBI will conduct the RPA utilizing this spreadsheet and current Central Valley Water Board procedures.

For the RPA, RBI will compile data for conventional, non-conventional, and priority pollutants monitored in the WQCF effluent and San Joaquin River during the term of the current NPDES permit. Data will come from California Integrated Water Quality System (CIWQS). RBI will review the data through use of plots and/or statistical methods to identify aberrant values or outliers that do not otherwise appear to be representative of effluent or receiving water quality. These data will be noted and a rationale for their exclusion from the dataset will be prepared for the RWD. The results of the RPA will be transmitted to the City in a technical memorandum.

Deliverable:

- *Reasonable Potential Analysis Technical Memorandum*

Task 3.2. RPA Additions for Lateral 4 Discharge

To support evaluation of potential effluent limitations for a Lateral 4 discharge point, RBI will compile available Lateral 4 data for conventional, non-conventional, and priority pollutants monitored to establish background water quality conditions. These data will be compiled into an MS Excel spreadsheet in standardized CIWQS format to be used in the Central Valley Water Board's RPA spreadsheet. RBI will review the data to identify aberrant values or outliers that do not otherwise appear to be representative of receiving water quality. These data will be noted and a rationale for their exclusion from the data set will be documented. An RPA will be conducted to determine what, if any, effluent limitations would be applicable for this discharge point. Results will be added to the technical memorandum summarizing RPA results for the San Joaquin River discharge.

Deliverable:

- *Reasonable Potential Analysis Add-on to Technical Memorandum*

TASK 4. ANTIDEGRADATION ANALYSIS—LATERAL 4 DISCHARGE

The Central Valley Water Board must make findings in an NPDES permit that discharge to a new receiving water is consistent with the State's Antidegradation Policy and an Antidegradation Analysis provides the basis for those findings. RBI will prepare an Antidegradation Analysis to support the request for discharge to Lateral 4 according to the following subtasks.

Task 4.1. Water Quality Assessment

RBI will utilize the data set for the RPA to assess existing effluent and Lateral 4 water quality, including identifying whether water quality objectives/standards are currently being met (e.g., high quality waters) and calculating any available assimilative capacity. Assimilative capacity will be determined based on the applicable water quality objective (e.g., typically as concentration), while bioaccumulative constituents and salinity constituents will also be assessed on a mass loading basis.

Task 4.2. BPTC Assessment

RBI will prepare a detailed description of the treatment process and relate those processes to a discussion of how the WQCF provides "Best Practical Treatment and Control" (BPTC) for constituents present in the wastewater.

Task 4.3. Economic, Social Development, and Environmental Assessment

The economic and social development assessment is an evaluation of whether any potential reduction in high water quality (i.e., degradation) is consistent with the maximum benefit of the people of the State. RBI will assess whether the discharge is necessary to serve important economic and social development in the City, region, and State. In addition, RBI will describe project alternatives that might reduce, eliminate, or compensate for potential negative

impacts of the discharge. RBI will: 1) address the viability of these alternatives; 2) provide cost estimates for each viable alternative; and 3) provide estimates of service area rate increases necessary to implement each alternative. RBI will determine any additional pollutant minimization opportunities or WQCF upgrades that would decrease any water quality impacts requiring such assessment. RBI will then incorporate the results into the socioeconomic analysis to answer the question of whether the discharge is in the best interest of the people of the State of California.

State antidegradation guidelines also require a consideration of environmental as well as socioeconomic impacts when evaluating alternatives. The environmental assessment will discuss the types of potential environmental impacts that would be associated with each of the alternatives.

Task 4.5. Report

RBI will prepare a Draft Antidegradation Analysis Report incorporating the water quality assessment, BPTC evaluation, and economic, social development, and environmental assessments. RBI will provide a Draft Report to the City for review and comment, and a Final Report, which incorporates comments. The Final Report will be an appendix to the RWD.

Deliverable:

- *Antidegradation Analysis Report*

TASK 5. REPORT OF WASTE DISCHARGE

The scope of work for the RWD is organized into two subtasks. Task 5.1 is for preparation of the RWD to renew the NPDES permit for the WQCF discharge to the San Joaquin River. It is under this task that the primary components of the RWD will be prepared. Task 5.2 is to add information to the RWD necessary to support a Lateral 4 discharge point for the WQCF effluent.

Task 5.1. RWD for San Joaquin River Discharge

To apply for NPDES permit renewal for the WQCF, the City must submit a RWD to the Central Valley Water Board no later than December 3, 2019. The Central Valley Water Board requires submittal of required application forms and a technical report that includes a complete project description, drawings, and other information.

RBI will prepare the RWD, which will consist of: 1) the required application forms ("Form 200," "EPA Form 1 (General)," and "EPA Form 2A (NPDES)"; and 2) a facility and discharge characterization and supplemental information to support justification of NPDES permit limitations, monitoring and reporting, and special requests. The RWD will address the following topics:

- Introduction and Background
- Wastewater Treatment Facilities (current and planned changes)
- Biosolids Treatment and Disposal Facilities (current and planned changes)
- Reuse Facilities and Opportunities
- Effluent Discharge Characterization
- Source Control and Pollution Prevention
- Requests for Renewed NPDES Permit (e.g., mixing zones and dilution credit)

Appendices anticipated at this time include:

- Application forms
- Mixing Zone and Dilution Credit Report—San Joaquin River
- Mixing Zone and Dilution Credit Report—Lateral 4 (if prepared per subtask 5.2)
- Antidegradation Analysis Report—Lateral 4 (if prepared per subtask 5.2)

A draft of the RWD will be submitted to the City for review and comment. A final RWD will be prepared that addresses the comments received from the City for submittal to the Central Valley Water Board. RBI will prepare the RWD in PDF, as the Central Valley Water Board has converted to an electronic file submittal system.

Deliverable:

- *Report of Waste Discharge*

Task 5.2. RWD Additions for Lateral 4 Discharge

For the RWD to support permitting a WQCF effluent discharge to Lateral 4, additional information will be required beyond that prepared under Task 5.1. The additional information to be prepared includes: 1) background regarding the need and purpose for this new discharge location; 2) description of the new discharge location and receiving water characterization; 3) discussion regarding the need for a mixing zone and dilution credit for DBCM and DCBM; and 4) discussion regarding consistency with the State's antidegradation policy. Information regarding the mixing zone/dilution credit will be taken from the Mixing Zone and Dilution Credit Report for Lateral 4 prepared under Task 3. The receiving water characterization will be summarized from the Antidegradation Analysis, as will the discussion regarding consistency with the State's Antidegradation Policy. These two reports will be included in appendices to the RWD.

TASK 6: NPDES PERMIT RENEWAL SUPPORT

Task 6.1. Written Comments for Administrative Draft NPDES Permit

RBI will perform a thorough, detailed review of the administrative draft NPDES permit issued by Board staff, and will lead and coordinate efforts to prepare written comments. RBI will prepare detailed comments on all aspects of the administrative draft NPDES permit,

because it serves as a springboard to negotiations with Board staff prior to release of the tentative NPDES permit. In addition, RBI will prepare a cover letter for submitting the comments (to be provided as an attachment) to the Central Valley Water Board. RBI will prepare a draft letter for City review, and then prepare a final letter in MS Word format for printing on City letterhead.

Task 6.2. Written Comments for Tentative NPDES Permit

RBI will perform a thorough, detailed review of the tentative NPDES permit issued by the Central Valley Water Board, and will lead and coordinate efforts to prepare written comments. The written comments submitted by City on the tentative NPDES permit are very important because: (a) Central Valley Water Board staff are obligated to prepare written responses to the comments and to brief the Board members regarding how they responded to discharger comments prior to the Board's adoption of the tentative NPDES permit; and (b) the comments are the cornerstone of the administrative record, should the City need to appeal or litigate the NPDES permit. The comments prepared for the tentative NPDES permit will tier from those prepared for the administrative draft NPDES permit. In addition, RBI will prepare a cover letter for submitting the comments (to be provided as an attachment). RBI will prepare a draft letter for City review, and then prepare a final letter in MS Word format for printing on City letterhead.

Task 6.3. Meetings with Central Valley Water Board Staff.

RBI will accompany City staff at two (2) meetings with Central Valley Water Board staff: one (1) to discuss administrative draft NPDES permit comments; and one (1) to discuss tentative NPDES permit comments. RBI will also accompany City staff at the Central Valley Water Board adoption hearing for the renewed NPDES permit.

Deliverable:

- *Comments on Administrative Draft NPDES Permit*
- *Comments on Tentative NPDES Permit*

Task 6.4. Assistance for Permitting the Lateral 4 Discharge

Services provided by RBI under this task will address aspects of the administrative draft permit and tentative permit specifically relating to the Lateral 4 discharge. This includes preparation of written comments regarding effluent limitations, receiving water limitations, special provisions, and monitoring and reporting requirements specific to the Lateral 4 discharge. Also, budget is provided to address portions of meetings with Central Valley Water Board staff regarding permit comments that relate to a Lateral 4 discharge.

TASK 7: PROJECT MANAGEMENT

This task provides hours for the RBI Principal and Project Manager to oversee and direct RBI staff efforts on each task and to hold key conversations with agency staff when needed. In addition, this task provides time for project coordination by phone, email, and fax with other project team members, budget and schedule tracking, and other duties to coordinate/administer the project.

Additional Assumptions of this Scope of Work

The level of effort for this scope is limited to the hours budgeted. Should additional services be requested due to additional requests of Central Valley Water Board and/or City staff that are not identified herein, or should analyses of greater scope or depth than identified and budgeted herein be required, RBI will notify the City to discuss the extent of any out-of-scope services needed/requested. Should out-of-scope services be requested by the City, RBI will submit a supplemental scope and fee proposal for those services.

III. SCHEDULE

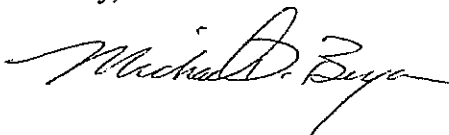
RBI can begin providing professional services for tasks identified by City staff upon receipt of written authorization to proceed.

IV. CONTRACT AND BILLING ARRANGEMENT

RBI recommends a time-and-materials contract or Purchase Order for the amount shown in **Attachment 1** to provide the professional services identified herein. RBI will invoice the City monthly according to the 2019 rate schedule (**Attachment 2**).

If you have any questions regarding this proposal, please do not hesitate to contact me at (916) 714-1802 or Paul Bedore at (916) 405-8918. We look forward to continuing to assist the City with its NPDES permit compliance needs.

Sincerely,



Michael D. Bryan, Ph.D.
Managing Partner

Attachment 1: RBI Budget
Attachment 2: 2019 Fee Schedule

	Managing Partner	Associate	Senior Scientist I	Project Scientist III	Project Engineer II	Admin Assistant	Subtotal
PROFESSIONAL SERVICES							
Task 1: Mixing Zone & Dilution Credit—San Joaquin River Discharge							\$ 22,664
Task 1.1: Report	4	8	16	32	12		\$ 15,660
Task 1.2: Meeting	12		6				\$ 4,872
Task 1.3: Review NPDES Permit Amendment	4	4					\$ 2,132
Task 2: Mixing Zone & Dilution Credit—Lateral 4 Discharge							\$ 46,468
Task 2.1: Develop Mixing Zone Approach	16	32	16		48		\$ 25,392
Task 2.2: Report	8	16	8		32		\$ 14,272
Task 2.3: Meetings	14		12				\$ 6,804
Task 3: Reasonable Potential Analysis (RPA)							\$ 11,873
Task 3.1: RPA for San Joaquin River Discharge	1	2	8		24		\$ 7,292
Task 3.2: RPA Additions for Lateral 4 Discharge	1	1	4		16		\$ 4,581
Task 4: Antidegradation Analysis—Lateral 4 Discharge							\$ 34,540
Task 4.1: Water Quality Assessment	2	8		24			\$ 7,468
Task 4.2: BPTC Assessment	2	16					\$ 4,412
Task 4.3: Economic, Social Development, and Environmental Assessment	2	16		24			\$ 9,380
Task 4.3: Report	4	16		40			\$ 13,280
Task 5: Report of Waste Discharge							\$ 34,084
Task 5.1: RWD for San Joaquin River Discharge	4	24	24		64		\$ 24,896
Task 5.2: RWD Additions for Lateral 4 Discharge	2	12	8		20		\$ 9,188
Task 6: NPDES Permit Renewal Support							\$ 31,808
Task 6.1: Written Comments for Administrative Draft NPDES Permit	8	8	24				\$ 9,640
Task 6.2: Written Comments for Tentative NPDES Permit	6	8	18				\$ 7,708
Task 6.3: Meetings with Central Valley Water Board Staff	8		12				\$ 5,040
Task 6.4: Assistance for Permitting the Lateral 4 Discharge	4	12	24				\$ 9,420
Task 7: Project Management	30	12	24			12	\$ 18,216
Total Hours:	132	195	204	120	216	12	
Rate:	\$ 294.00	\$ 239.00	\$ 224.00	\$ 207.00	\$ 197.00	\$ 96.00	
Labor Subtotal:	\$ 38,808.00	\$ 46,605.00	\$ 45,696.00	\$ 24,840.00	\$ 42,552.00	\$ 1,152.00	\$ 199,653
TOTAL BUDGET							
Direct Expenses							
Mileage	250.00						
Direct Expenses Subtotal:	\$ 250.00						
TOTAL BUDGET	\$ 199,903						

ATTACHMENT 2

2019 FEE SCHEDULE

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

Professional Services	Rate/Hour
♦ Managing Partner	\$294.00
♦ Partner	\$285.00
♦ Principal Engineer/Scientist	\$276.00
♦ Resource Director	\$249.00
♦ Associate	\$239.00
♦ Senior Engineer/Scientist II	\$233.00
♦ Senior Engineer/Scientist I	\$224.00
♦ Project Engineer/Scientist III	\$207.00
♦ Project Engineer/Scientist II	\$197.00
♦ Project Engineer/Scientist I	\$179.00
♦ Staff Engineer/Scientist II	\$167.00
♦ Staff Engineer/Scientist I	\$152.00
♦ Technical Analyst	\$146.00
♦ Graphics/GIS	\$134.00
♦ Laboratory Compliance Specialist	\$130.00
♦ Administrative Assistant	\$96.00
♦ Intern	\$62.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates will be adjusted annually. Rates are adjusted annually, effective December 16th

Invoicing and Payments

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.



REIMBURSEMENT AGREEMENT
between
THE CITY OF TURLOCK
and
TURLOCK IRRIGATION DISTRICT

THIS REIMBURSEMENT AGREEMENT is entered into this 12th day of March, 2019, by and between Turlock Irrigation District, a California irrigation district (hereinafter "TID") and the CITY OF TURLOCK, a California municipal corporation (hereinafter "City"). Each of the parties to this Agreement shall individually be referred to as the "Party," or collectively, as the "Parties."

WITNESSETH:

WHEREAS, the City, by and through its participation as a member of the Stanislaus Regional Water Authority Joint Powers Authority, entered into a Water Sales Agreement ("Water Agreement") with TID on or about July 28, 2015; and

WHEREAS, pursuant to section 4(k) of the Water Agreement, TID has agreed and promised to pay all reasonable costs associated with obtaining any and all approvals to use recycled water for irrigation purposes; and

WHEREAS, the Water Agreement lists TID Lateral #4 as a wastewater discharge location for the City's recycled water; and

WHEREAS, the City's current National Pollutant Discharge Elimination System Permit ("NPDES Permit") has an effective term of five years and will expire thereafter unless it is renewed and reissued by the State Water Resources Control Board; and

WHEREAS, The City's current NPDES Permit does not include Lateral #4 as a wastewater discharge location, and it will therefore need to be included in the renewed permit; and

WHEREAS, as part of the reissuance and renewal process for the NPDES Permit, the City must engage the services of a wastewater consultant to prepare the required five-year renewal application for the City's NPDES Permit; and

WHEREAS, the City has received a proposal from, and intends to engage consultant Robertson Bryan, Inc. ("RBI"), to develop and prepare the documents necessary for the renewal of the NPDES Permit ("Permit Work"); and

WHEREAS, RBI's estimated and anticipated cost for rendering all services in performance of the Permit Work is approximately TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00), per RBI's proposal attached hereto as Exhibit 1; and

WHEREAS, a significant portion (approximately 40%) of the scope of RBI's Permit Work is attributable to the TID Lateral #4 discharge point ("Lateral No. 4"); and

WHEREAS, the total cost attributable to Lateral No. 4 permit work associated with obtaining approvals to use recycled water for irrigation purposes under section 4(k) of the Water Agreement is estimated to be \$104,197.00 ("Lateral No. 4 Estimate"), for which TID is obligated to reimburse to City in its entirety; and

WHEREAS, this Agreement memorializes TID's obligation to reimburse the City for RBI's Permit Work attributable to Lateral No. 4.

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

1. CONSULTANT AGREEMENT. The City shall enter into an agreement with RBI to perform the Permit Work, which includes work attributable to Lateral No. 4.

2. SCOPE OF REIMBURSABLE COST AND FEES.

(A) TID to Pay City. TID will pay City the amount of the Lateral No. 4 Estimate as reimbursement required under section 4(k) of the Water Agreement. This Lateral No. 4 Estimate includes all work, directly and indirectly, performed by RBI that is attributable to Lateral No. 4. For purposes of this Agreement, indirect fees and costs include that proportionate percentage of overhead, support, administration, or other generalized tasks or duties which benefit the Permit Work as it relates to Lateral No. 4.

(B) Not Limited by Lateral No. 4 Estimate. The Lateral No. 4 Estimate is only an approximation and estimate based on the anticipated scope of work at this time, and is subject to change. The Parties acknowledge and agree that the reimbursement obligations hereunder are not limited to the Lateral No. 4 Estimate. Accordingly, TID acknowledges and agrees it shall be responsible to reimburse the City for all amounts the City pays RBI attributable to Lateral No. 4, even if such amounts exceed the current Lateral No. 4 Estimate. Further, City acknowledges and agrees that it shall only be entitled to collect such amounts attributable to Permit Work for Lateral No. 4, even if such amounts are less than the current Lateral No. 4 Estimate.

(C) Not Contingent upon RBI's Performance. Any and all reimbursement obligations under this Agreement exist, and remain in full force and effect, even if the City should engage or retain a consultant other than, or in addition to, RBI, to perform the Permit Work attributable to Lateral No. 4. TID acknowledges and agrees that its reimbursement obligations are not limited to City's engagement of RBI specifically. TID is responsible to reimburse City for all fees and costs attributable to the Permit Work for Lateral No. 4, regardless of which consultant the City ultimately hires or engages to perform the Permit Work for Lateral No. 4.

3. REIMBURSEMENT DATE. TID shall make full and final reimbursement to the City within thirty days of a written request by City.

4. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the Parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties.

5. 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.

6. 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.

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

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

9. 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 TID: TURLOCK IRRIGATION DISTRICT
ATTN: TOU HER
333 E. CANAL DRIVE
TURLOCK, CA 95380
PHONE: (209) 883-8222
FAX: (209) 656-2180

for CITY: CITY OF TURLOCK
ATTN: MICHAEL I. COOKE
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5590
FAX: (209) 668-5563

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 California
municipal corporation

By: _____
Robert C. Lawton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I. Cooke, Director of
Municipal Services

APPROVED AS TO FORM:

By: _____
Jose M. Sanchez, Interim City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

TURLOCK IRRIGATION DISTRICT, a
California irrigation district

By: _____

Title: _____

Print name: _____

Date: _____

City Council Staff Report

March 12, 2019



From: Michael I. Cooke, Municipal Services Director

Prepared by: Michael I. Cooke, Municipal Services Director

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Agreement between the City of Turlock and Orrick, Herrington & Sutcliffe, LLP. for professional legal services (bond counsel) related to water and wastewater capital financing issues, on an as needed basis, for a period of five (5) years in an annual amount not to exceed \$50,000 and authorizing the City Manager to sign the "Scope of Services" as necessary from time to time to implement the agreement

Resolution: Appropriating \$40,000 to account number 420-52-550.43318 "Professional Services – Bonds" and \$10,000 to account number 410-51-530.43318 "Professional Services – Bonds" to implement an Agreement with Orrick, Herrington & Sutcliffe, LLP to be funded from unallocated reserves in Fund 420 and Fund 410 respectively

2. SYNOPSIS:

Contracting with Orrick, Herrington & Sutcliffe, LLP. for professional legal services primarily related to water and wastewater capital financing issues.

3. DISCUSSION OF ISSUE:

Orrick, Herrington & Sutcliffe, LLP (Orrick) is a multi-faceted law firm who the City has previously engaged for matters related to the issuance of long-term debt to fund capital projects for the City's potable water and wastewater operations. Orrick has assisted the City with the issuance of revenue bonds in the municipal finance area, as well as accessing lower interest financing opportunities with the State of California through the State Water Resources Control Board. From time to time, situations come before City Staff necessitating legal counsel consultation. Currently, the City does not have an agreement in place with Orrick to assist in matters which may have impact the City's outstanding Water and Sewer Revenue Bonds.

Orrick served as the City's bond counsel which it first issued Water Revenue Bonds in 2008 and again when these bonds were refunded in 2017. In this capacity, Orrick has developed in depth knowledge of the City's water system and the bond documents in place supporting the water system's current outstanding debt. Any additional debt the City may take on will need to co-exist with the City's outstanding debt. Therefore, Staff believes it is in the City's best interests to engage legal counsel already knowledgeable about the City's finances to advise the City in this process.

Furthermore, the City is a member agency of the Stanislaus Regional Water Authority (SRWA), a joint powers authority pursuing the development of a surface water treatment facility. The SRWA members are in the process of pursuing funding options for the construction phase of this project, including a low interest loan from the State of California Revolving Fund (SRF). Orrick can assist in reviewing the terms of any potential grants and loans for the project and how they relate to the City's existing debt covenants.

Entering into this Agreement with Orrick does not commit the City to constructing the project, rather it assists in an informed decision-making process. Any financing agreements will be brought before each member agency for consideration prior to implementation.

In addition to the above, this agreement will provide Staff a mechanism to engage legal counsel as matters come up which may impact the City's outstanding Water and Sewer Revenue Bonds.

4. BASIS FOR RECOMMENDATION:

- A. The Municipal Services Department needs to retain the services of an law firm on an as needed basis to assist with financial analysis related to the City's potential participation in a surface water project and related issues; and
- B. Orrick has previously assisted the City with issues related to the issuance of long-term debt supported by the City's Water Enterprise Fund (Fund 420) and Water Quality Control Fund (Fund 410).

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$50,000.00
 420-52-550.43318 Professional Services – Bonds - \$40,000
 410-51-530.43318 Professional Services – Bonds - \$10,000

The adopted Municipal Services Department budget for FY 2018-19 contains adequate unappropriated reserves to fund this additional appropriation.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Do not approve the Agreement. This alternative is not recommended because the agreement is needed to enhance funding opportunities and assist with the development of water-related projects.



Orrick, Herrington & Sutcliffe LLP
400 Capitol Mall
Suite 3000
Sacramento, CA 95814-4497
+1 916 447 9200
orrick.com

February 11, 2019

City of Turlock
Attn: Michael I. Cooke
Municipal Services Department
156 South Broadway, Suite 270
Turlock, California 95380-5454

Re: Master Legal Services Engagement Agreement

Dear Mr. Cooke:

On behalf of Orrick, Herrington & Sutcliffe LLP ("Orrick"), I would like to express our appreciation for your choice of our firm to provide miscellaneous non-litigation legal services related to municipal finance to the City of Turlock (the "Issuer") from time to time as described in Exhibit A. The purpose of this engagement letter, each Addendum as described in Exhibit A and the attached Standard Terms of Engagement (collectively, the "Agreement") is to confirm the terms and conditions upon which Orrick will be providing legal services to the Issuer. We believe that a mutual understanding of these terms and conditions at the outset is fundamental to establishing a good working relationship.

Unless modified by an Addendum as described in Exhibit A, Orrick's services as bond counsel to the Issuer in a transaction will consist of the Customary Bond Counsel Services described in the Standard Terms of Engagement and Orrick's services as disclosure counsel to the Issuer in a transaction will consist of the Customary Disclosure Counsel Services described in the Standard Terms of Engagement. In addition, Orrick can provide additional services to the Issuer as requested by the Issuer and agreed to by Orrick as provided in an Addendum.

In consideration of the services set forth on each Addendum, the Issuer shall pay to Orrick fees and expenses described in such Addendum.

Invoices shall be payable by the Issuer upon issuance of the bonds if payable from bond proceeds and otherwise within 30 days of receipt. The obligation to pay our invoices is solely the Issuer's and is not contingent upon any right of the Issuer may have for reimbursement, indemnification or insurance; or the Issuer's receipt of any other form of payment the Issuer may claim or expect to receive from some other party.

For each engagement pursuant to an Addendum, This engagement letter, each Addendum and the attached Standard Terms of Engagement represent the entire understanding and agreement between the Issuer and Orrick with respect to the subject matter referred to herein. The



Issuer acknowledges that this engagement letter, each Addendum and the attached Standard Terms of Engagement have been (or in the case of each Addendum, will be) carefully reviewed and their content understood and that the Issuer agrees to be bound by all of the terms and conditions and represents that the person signing below has been authorized to do so on behalf of the Issuer. Furthermore, the Issuer acknowledges that Orrick has made no representations or guarantees to the Issuer regarding the successful issuance of any bonds, the tax status of interest on any bonds or the time necessary to complete the issuance of any bonds.

Nothing in the Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than the Issuer and Orrick any legal or equitable right or claim under or in respect of the Agreement or with respect to services contemplated hereby, and the Agreement shall inure to the sole and exclusive benefit of the Issuer and Orrick.

The provisions of this engagement letter may only be amended in writing and signed by both parties.

The Agreement will take effect upon execution of this engagement letter but its effective date will be retroactive to the date Orrick first performed services. This engagement letter may be executed in counterparts, and an electronically transmitted signature shall be deemed to be the legal equivalent of an original signature.

If you have any questions, please feel free to contact the undersigned. If the foregoing, together with the attached Standard Terms of Engagement, is satisfactory, please sign and return a copy of this letter to me. We look forward to working with you.

ORRICK, HERRINGTON & SUTCLIFFE LLP

By _____



ACKNOWLEDGED AND AGREED TO:

CITY OF TURLOCK

By _____

EXHIBIT A
SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Michael I. Cooke
City of Turlock
Municipal Services Department
156 South Broadway, Suite 270
Turlock, California 95380-5454

All ORRICK questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The ORRICK Representative for this Agreement is:

Jenna Magan
Orrick, Herrington & Sutcliffe LLP
400 Capitol Mall, Suite 3000
Sacramento, CA 95814-4497
Telephone: (916) 447-9200
Direct Number: (916) 329-7980

All CITY questions pertaining to this Agreement shall be referred to the ORRICK Representative. All correspondence to ORRICK shall be addressed to the address set forth above. Unless otherwise provided in this Agreement, all correspondence to CITY, and Notices to CITY shall be addressed to the CITY Representative.

2. Scope of Services. ORRICK shall provide CITY with miscellaneous non-litigation legal services related to municipal finance, including services as bond counsel and/or disclosure counsel in connection with the authorization, issuance, sale, and delivery of bonds, notes, or certificates of participation as described in the Standard Terms of Engagement. CITY shall procure, and ORRICK shall provide, legal services under this Agreement in the following manner:

A. The CITY Representative will contact the ORRICK Representative regarding each specific assignment, and they shall jointly identify the services to be provided.

B. For each specific assignment, CITY will issue an Addendum using the form set out in Attachment 1 to this Exhibit A. Each Addendum is to describe in detail the legal services to be provided, specify the compensation agreed to by the CITY Representative and the

ORRICK Representative (not to exceed \$50,000 on an annual (calendar year) basis), and specify the time of performance.

C. Upon completion of an assignment, ORRICK will invoice CITY for the services provided for the agreed-upon compensation as provided in the Addendum.

3. Term. This Agreement shall become effective on January 1, 2019, and shall continue in effect until January 1, 2024 unless sooner terminated as described in the Standard Terms of Engagement.

4. Reporting. Within 10 days of any request by the CITY representative identified above, ORRICK shall provide CITY with a status report on the progress of work on an assignment.

Attachment 1 to Exhibit A

**ADDENDUM TO MASTER LEGAL SERVICES AGREEMENT
City of Turlock and Orrick, Herrington & Sutcliffe LLP**

Date: _____

Addendum No. _____

Scope of legal services covered by this addendum:

ORRICK's total compensation for performing the scope of services described above is:

ORRICK shall complete the scope of services described above by _____.

CITY funding source: _____.

Approved by the City of Turlock

By: _____
Signature

Print Name

Print Title

Date: _____

Approved by Orrick, Herrington & Sutcliffe LLP

By: _____
Signature

Print Name

Print Title

Date: _____

STANDARD TERMS OF ENGAGEMENT (Bond Counsel and/or Disclosure Counsel)

Except as modified in writing by the engagement letter accompanying these Standard Terms of Engagement (the "Engagement Letter") or in another agreement signed by the Issuer (as defined in the Engagement Letter) and Orrick, Herrington & Sutcliffe LLP ("Orrick") the following provisions shall apply to the relationship between Orrick and the Issuer.

1. Issuer

Orrick's engagement is only on behalf of the Issuer. In performing the services set forth in the Engagement Letter, Orrick will act as special counsel to the Issuer with respect to issuance of the Bonds; Orrick will assist the Issuer's counsel in representing the Issuer with respect to the Bonds in a manner consistent with Orrick's role set forth in the Engagement Letter. Orrick's representation of the Issuer, does not encompass any governing board member, officer or employee of the Issuer; any agency, department or office part of or affiliated with the Issuer; or any other person or entity affiliated with the Issuer. If any of these persons or entities require the services of counsel in connection with the Bonds, Orrick would be pleased to discuss whether Orrick might be able to represent any of them, but any such representation would need its own engagement letter, and would depend on Orrick's review and disclosure to all concerned of any conflicts of interest that may arise in connection with any such concurrent representation, and on appropriate consents being obtained from the Issuer and from those seeking such additional representation.

2. Scope of Engagement

The scope of Orrick's representation of the Issuer is limited to the specific services identified in the Engagement Letter and such additional matters as the Issuer and Orrick may in their mutual discretion agree to in writing from time to time. In each case, Orrick's agreement to any expansion of the scope of its representation of the Issuer will be subject, among other things, to such additional conflict checks, waivers, approvals and other arrangements as Orrick may in its professional judgment deem necessary or appropriate in the circumstances and may be conditioned upon such fee adjustments or retainers as Orrick may require. Except as otherwise expressly provided in any written engagement letter (or a written amendment of a prior engagement letter) between Orrick and Issuer entered into in connection with such expansion of the scope of Orrick's representation, the agreement reflected in these Standard Terms of Engagement and in the Engagement Letter applies to Orrick's current representation of the Issuer and, to the fullest extent practicable, to any subsequent matters that Orrick agrees to undertake on the Issuer's behalf. Orrick's services will not extend to other business or legal affairs of the Issuer or to any other aspect of the Issuer's activities. Orrick's receipt or use of confidential or other information from the Issuer or others in the course of the representation described in the Engagement Letter does not mean that Orrick will render any advice or services other than those described in the Engagement Letter.

The parties agree that Orrick is not acting in a staff capacity or otherwise assuming the responsibilities for any public official currently designated in the Issuer's conflict of interest code. The parties also agree that Orrick is not being retained to, has no duty to, and will not, advise the Issuer or otherwise be involved in the Issuer's decisions as to (a) whether the Issuer should issue the Bonds, (b) the principal amount, interest rate or other pricing terms of the Bonds, (c) what project(s) is/are to be financed or refinanced through the issuance of the Bonds (the "Project"), (d) whether the Issuer should enter into contracts related to the possible issuance of the Bonds or (e) the financial terms to be included in the Bonds and/or any such contracts (collectively, the "Governmental Decisions"). Instead, Orrick is being retained to advise and to render opinions as to the validity of or other legal matters respecting the issuance or sale of the Bonds the Issuer determines to issue and certain contracts the Issuer determines to enter into in connection with the Bonds, as set forth in the Engagement Letter. The parties also agree that Orrick is not being retained, and has no duty, to provide financial advice of any kind to the Issuer in connection with the foregoing. The Issuer, through its governing board, staff and independent legal counsel, will be exercising its independent judgment regarding the Governmental Decisions. The Issuer acknowledges that Orrick has not been involved with the preliminary discussions, evaluation, planning, drawing of plans and specifications and solicitation of bids related to the Project.

Customary Bond Counsel Services

When Orrick's role is Bond Counsel, Orrick shall perform the following legal services to the Issuer:

- (1) Analysis of eligibility of the Project under state law and for interest on the Bonds to be excluded from gross income for federal income tax purposes.
- (2) Consultation with representatives of the Issuer, Issuer's counsel, and any financial advisor or underwriters, and others, with respect to the timing, terms, and legal structure of the proposed Bonds.
- (3) Preparation of the resolution of the governing board of the Issuer approving the issuance and sale of the Bonds and the documents to be adopted or entered into by the Issuer required for the issuance of the Bonds, including the bond resolution or the indenture of trust or trust agreement between the Issuer and a trustee (or, if applicable, the supplement to an existing bond resolution, indenture or trust agreement) (the "Major Legal Documents").
- (4) If the Bonds are to be sold through a competitive sale, preparation of the official notice of sale and the notice of intention to sell.
- (5) In the case of a refunding, preparation of the refunding escrow agreement.
- (6) Preparation of summaries of the Major Legal Documents included in the official statement for the Bonds (the "Official Statement").

(7) Participation in such meetings of the Issuer and working group meetings or conference calls as the Issuer may request.

(8) Preparation of final closing papers to be executed by Issuer required to effect delivery of the Bonds (including the Tax Agreement).

(9) Rendering of Orrick's customary form of final legal opinion to the Issuer on the validity of the Bonds and the tax-exempt status of interest thereon, and, if required by the underwriters of the Bonds, Orrick's customary form of supplemental opinion to the underwriters on the accuracy of summaries contained in the Official Statement of the Major Legal Documents and the tax portion of said final legal opinion and certain other matters and, in the case of a refunding, Orrick's customary form of defeasance opinion.

(10) Providing, in electronic form, closing transcripts.

Limitations

Bond Counsel services are limited to those specifically set forth above. For example, Bond Counsel services do not include representation of the Issuer or any other party in any litigation or other legal or administrative proceeding, audit or investigation involving the Bonds or any use or investment of the proceeds thereof, or any related matter. Additionally, Bond Counsel services do not include any responsibility for the preparation or content of any Official Statement or other disclosure document or presentation (other than preparation of a summary of the Major Legal Documents and of the portion of the opinion to be rendered by Bond Counsel concerning certain tax matters) or any rating agency or investor presentation or the preparation of any credit enhancement agreement, investment agreement or swap agreement. Bond Counsel services also do not include any responsibility for compliance with any federal or state securities laws, environmental, land use, procurement, real estate, construction, insurance or (except as required for tax exemption of the Bonds) tax laws or for title to, recording, filing or perfection or continuation of any liens or security interests in real or personal property. It is not the role or responsibility of Bond Counsel to assure that the interests of any parties other than the Issuer are addressed or that any conditions to closing the transaction, other than as necessary in Bond Counsel's judgment to render the legal opinions delivered by Bond Counsel, have been satisfied or addressed. Neither Bond Counsel's role in the Bond closing nor Bond Counsel's provision of closing transcripts shall imply the completeness or adequacy of any items included in the closing transcript for any purpose other than as expressly addressed in the legal opinions delivered by Bond Counsel. Bond Counsel services are limited to legal advice and do not include any financial advice or analysis, including advice concerning whether or not to issue the Bonds, or adopt any Bond related resolutions or enter into any Bond related agreements. Bond Counsel services do not extend past the date of issuance of the Bonds and do not, for example, include services related to rebate or other post-issuance tax compliance, continuing disclosure, amendments to any of the Bond related documents, post-issuance investments, interest rate swaps or management contracts entered into after the date of issuance of the Bonds, or redemption or defeasance of the Bonds.

Any involvement by Bond Counsel in any of the matters referred to in this paragraph shall not constitute a waiver of any of the foregoing limitations on Bond Counsel's responsibilities unless otherwise agreed to in writing.

Customary Disclosure Counsel Services

When Orrick's role is Disclosure Counsel, Orrick shall perform the following legal services to the Issuer:

(1) Assistance in preparing a preliminary official statement (the "Preliminary Official Statement") and a final official statement (the "Official Statement") for the Bonds. Such assistance will consist of participation in conferences with the Issuer, the underwriters of the Bonds (the "Underwriters"), their respective counsel, the Issuer's financial advisor and other relevant participants, assistance in the preparation of information about the Bonds, the Issuer and other material information and assistance in coordinating posting, printing or reproduction of the Preliminary Official Statement and the Official Statement, the cost of which shall be the responsibility of the Issuer.

(2) Rendering, in Orrick's customary form, addressed only to the Underwriters, of a so-called "10b-5 letter" (subject to customary limitations and exclusions).

Unless Orrick is also bond counsel, the Issuer will rely upon, and Orrick will assume the accuracy of, the opinion of bond counsel with respect to the validity of the Bonds and the Bond documents, the federal and state tax-exempt status of interest on the Bonds, exemption from registration of the Bonds under applicable securities laws, and other matters customarily covered by opinions of bond counsel and counsel to other parties, and Orrick will not undertake any independent consideration thereof or have any other responsibility therefor. Bond counsel will also be responsible for preparing summaries of legal documents for inclusion in the Preliminary Official Statement and the Official Statement and giving an opinion as to the accuracy of the summaries of the legal documents and the Bonds and of Orrick's tax opinion contained in the Official Statement.

In performing Disclosure Counsel services, in addition to relying on the opinions described above, Orrick will be entitled to rely on the accuracy and completeness of information provided and certifications made by the Issuer, the financial advisor, consultants, accountants, the underwriters, various counsel and other parties, without independent investigation or verification. While Orrick will undertake certain activities in order to provide the negative conclusion that constitutes the so-called "10b-5 letter", such activities are inherently limited in character and in scope. They cannot and will not encompass all of the activities an underwriter may be required to undertake in order to establish a due diligence or reasonable investigation defense (if available), and the securities laws do not permit an underwriter to delegate completely duties of due diligence or reasonable investigation it may have to counsel.

Limitations

Disclosure Counsel services will be limited to those specifically set forth above and, for example, will not include other services, including but not limited to matters relating to the mode or manner of dissemination of the official statement, the accuracy of any printing or posting of the official statement, registration or qualification of the Bonds under federal or state securities laws, derivative products, regulatory matters (such as compliance with FINRA or MSRB rules or other broker-dealer regulations) or independent investigation of prior compliance with continuing disclosure undertakings, and will not include preparation or review of any rating agency or investor presentation or representation in any litigation or other legal or administrative proceeding, audit or investigation involving the Official Statement, the Bonds, the Project or any related matter. Disclosure Counsel services do not include any financial advice or analysis. Disclosure Counsel services are limited to legal advice and do not extend past the date of issuance of the Bonds and do not, for example, include services related to any post-issuance amendment of or supplement to the Official Statement or to any continuing disclosure. Any involvement by Disclosure Counsel in any of the matters referred to in this paragraph shall not constitute a waiver of any of the foregoing limitations on Disclosure Counsel's responsibilities unless otherwise agreed to in writing.

3. Costs and Expenses

Unless otherwise provided in the Engagement Letter, the Issuer will pay Orrick for costs and expenses (direct and indirect) incurred in connection with the services set forth in the Engagement Letter, including (without limitation) filing and publication, document reproduction and delivery, travel, long distance telephone, telecopy, word processing, computer research, secretarial overtime, closing transcript and other similar expenses. Indirect costs, such as word processing, document reproduction and transcript costs, shall be payable at Orrick's standard cost recovery rates from time to time in effect.

Any filing, publication or printing costs required in connection with the Bonds shall be paid directly by the Issuer, but if paid by Orrick on behalf of the Issuer, the Issuer shall reimburse Orrick for such costs upon demand.

If any claim or action is brought against Orrick or any of its personnel which alleges negligence or wrongdoing of the Issuer, or if Orrick or any current or former attorney or employee of Orrick is asked or required by a third party to testify or produce documents as a result of Orrick's representation of the Issuer, the Issuer agrees to pay Orrick for any resulting costs or expenses, including Orrick's time, even if Orrick's representation of the Issuer has ended. This paragraph is not intended to apply to any claim brought by or on behalf of the Issuer alleging wrongdoing by Orrick.

4. Waiver of Conflicts of Interest

Orrick's agreement to represent the Issuer is conditioned upon the understanding that Orrick is free to represent any clients (including entities that may be adverse to the Issuer) and to take positions adverse to either the Issuer or an affiliate in any matters (whether involving the same substantive area(s) of law for which the Issuer has retained Orrick or some other unrelated area(s), and whether involving business transactions, counseling, litigation or otherwise). Orrick agrees, however, to not represent any party other than the Issuer in connection with the Bond financing prior to the date of termination determined in accordance with Paragraph 8 hereof without the consent of the Issuer. In this connection, the Issuer should be aware that Orrick regularly provides legal services for many private and public entities in connection with a wide variety of matters. (A summary of Orrick's current practice areas and the principal industries in which Orrick represents clients can be found on Orrick's web site at www.orrick.com.) For example, Orrick has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, borrowers, developers, contractors, suppliers, financial and other consultants/advisors, accountants, investment and swap providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Bond financing or the Project or that may be involved with or adverse to Issuer. In addition, Orrick's wholly-owned subsidiary BLX Group LLC may provide financial advisory services, including arbitrage rebate compliance and other post-issuance compliance services, to other parties involved in the Bond financing and Orrick may provide legal advice to such other parties in connection with such BLX Group LLC services. Orrick will, of course, hold in confidence the Issuer's secrets and confidences. Similarly, the Issuer understands that while Orrick may obtain confidential information from other clients that may be of interest to the Issuer, Orrick cannot share such information with the Issuer. The Issuer acknowledges that it has had the opportunity to consult with its counsel about the consequences of the waiver set forth in this paragraph. The Issuer consents to these other representations, agrees that it will not seek to disqualify Orrick from any such present or future representations, and waives any actual or potential conflict of interest that might arise or be deemed to arise, now or in the future, from this engagement of Orrick to serve as Bond Counsel or Disclosure Counsel and any past, current or future representations.

5. Internal Communications

The occasion might arise for the Orrick attorneys providing service to the Issuer to consult regarding Orrick's engagement for the Issuer with Orrick's own counsel (e.g., Orrick's Chief Legal Officer, other firm lawyers working with Orrick's Chief Legal Officer who do not perform work for the Issuer with respect to the Bonds, or Orrick's own outside counsel). To the extent that Orrick is addressing Orrick's own rights or responsibilities, a conflict of interest might be deemed to exist between Orrick and the Issuer as to such consultation or resulting communications, particularly if a dispute were ever to arise between Orrick and the Issuer regarding the Bonds or matters relating to the issuance of the Bonds. The Issuer hereby consents to such consultation occurring, and waives any claim of conflict of interest based on such consultation or resulting communications

that could otherwise disqualify Orrick from continuing to represent the Issuer or from acting in Orrick's own behalf, even if such consultation or communications might be deemed adverse to the interests of the Issuer. The Issuer acknowledges and agrees that any such consulting and communications are protected by Orrick's own attorney-client privilege from disclosure to the Issuer.

6. Responsibilities of Orrick and the Issuer

The Issuer shall have and will rely on the Issuer's elected, appointed or retained chief legal officer or on outside counsel (other than Orrick) ("Issuer Counsel") to render day-to-day and ongoing general legal services and to advise the Issuer with respect to all Governmental Decisions. Orrick shall circulate documents to and coordinate its services with Issuer Counsel to the extent requested by Issuer or Issuer Counsel. Orrick shall be entitled to assume that Issuer Counsel has reviewed all documents and matters submitted to Issuer for adoption or approval or to officers of Issuer for execution prior to such adoption, approval or execution.

In rendering opinions and performing legal services, Orrick shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, Issuer and other parties, counsel and consultants, without independent investigation or verification. Knowledge of attorneys and non-attorneys at Orrick not working directly on the Bond issue will not be imputed to Orrick nor shall there be any duty on Orrick's part to make any inquiry of such other attorneys or non-attorneys.

Orrick will provide to the Issuer legal counsel and assistance in accordance with the accompanying engagement letter and this Standard Terms of Engagement. The Issuer will not look to or rely upon Orrick for any investment, accounting, financial or other non-legal advice or for any advice with respect to Governmental Decisions, including without limitation any advice regarding the character or credit of any person with whom the Issuer may be dealing. Although Orrick will at times communicate with the Issuer by e-mail, letter, or other written form, Orrick may provide much of its counsel and assistance in telephone conversations and meetings with the Issuer. In addition, Orrick shall have the right, subject to applicable rules of professional responsibility, to discard any files or other materials relating to the Bonds either before or after termination of Orrick's representation of the Issuer.

For Orrick to represent the Issuer effectively, Orrick needs the Issuer to provide Orrick with complete and candid information regarding matters relating to the Bonds and the Project, and, if Orrick is providing Disclosure Counsel Services, regarding financial, operating and other information material to prospective investors in the Bonds, to keep Orrick informed of relevant developments, to make decisions necessary for Orrick to fulfill its responsibilities with respect to the Bonds and otherwise to provide to Orrick the Issuer's reasonable assistance and cooperation.

Orrick shall maintain errors and omissions insurance coverage applicable to the services to be rendered pursuant to the Engagement Letter.

The Engagement Letter and these Standard Terms and Conditions shall not be the basis of any breach of contract claim that would have the effect of extending any statute of limitations pertaining to legal malpractice to the statute of limitations pertaining to breach of contract.

Orrick will not be responsible for any services performed by, or acts or omissions of, any co-counsel or other transaction participant.

7. Client Files (Cloud Storage, Retention and Disposition)

Orrick recognizes that cloud computing services offer valuable tools to Orrick's clients and has entered into arrangements with certain providers of those services to host, process, and analyze data, including client data. Like online services or platforms, cloud computing services are not immune from security compromises. While Orrick maintains a cyber security vendor risk management program, Orrick cannot guarantee the security of any cloud computing service, including third-party cloud computing services utilized by Orrick. If the Issuer does not wish to have its information and data stored with third party cloud service providers, the Issuer must advise Orrick not to do so. Orrick will not be responsible for security or confidentiality breaches that occur with respect to any cloud computing service.

Unless otherwise required by specific Issuer instruction, Orrick will retain all hardcopy and electronic records for a period of years consistent with Orrick's internal record retention policy. When that time expires, Orrick's policy is to destroy all records related to the Bonds in a manner that preserves confidentiality. The Issuer understands and agrees that records related to the Bonds will be destroyed in the absence of such alternate instruction. For these purposes "records" includes paper files as well as information in other mediums of storage including voicemail, email, printer files, electronic document files, facsimiles, dictation recordings, video files, and other formats.

Orrick reserves the right to make, at Orrick's expense, certain copies of all documents generated or received by Orrick in the course of Orrick's representation of the Issuer. Orrick will maintain the confidentiality of all documents throughout this process.

Orrick's own files pertaining to the Bonds will be retained by the firm (as opposed to being sent to the Issuer) or destroyed. These firm files may include internal communications, firm administrative records, time and expense reports, personnel and staffing materials, and credit and account records. Orrick reserves the right to destroy or otherwise dispose of any of Orrick's own files within a reasonable time after the engagement has concluded.

8. Termination

The Issuer may terminate Orrick's representation of the Issuer at any time, with or without cause. Orrick may terminate its representation of the Issuer at any time, with or without cause, subject to applicable rules of professional responsibility, including if, among other things, the Issuer fails to cooperate or follow Orrick's advice on a material matter, or any fact or circumstance

arises that, in Orrick's view, renders Orrick's continuing representation unlawful or unethical. Orrick may terminate or suspend its representation of the Issuer, subject to applicable rules of professional responsibility, if the Issuer fails to make timely payment on any invoice. In the event of termination by either the Issuer or Orrick, the Issuer shall pay Orrick fees and costs for work performed prior to termination and Orrick will have no responsibility or liability whatsoever for any subsequent use of documents prepared or advice provided by Orrick prior to termination. The Issuer acknowledges that it has had an opportunity to consult with its counsel about the consequences of Orrick's disclaimer of responsibility and liability herein.

9. Date of Termination

Orrick's representation of the Issuer with respect to the matters covered by the Engagement Letter will be considered terminated at the earliest of (i) the Issuer's termination of the representation, (ii) Orrick's termination of the representation, (iii) the issuance of the Bonds or (iv) the Issuer's abandonment of the Bond financing. Sections 3, 4, 5 and 7 of this Standard Terms of Engagement shall survive termination of the representation.

10. Arbitration Right – Applicable to State of New York Transactions Only

Please note that in the event that a dispute arises relating to Orrick's fees, the Issuer may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to the Issuer upon the Issuer's request.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2019-
\$40,000 TO ACCOUNT NUMBER	}	
420-52-550.43318 "PROFESSIONAL SERVICES -	}	
BONDS" AND \$10,000 TO ACCOUNT NUMBER	}	
410-51-530.43318 "PROFESSIONAL SERVICES -	}	
BONDS" TO IMPLEMENT AN AGREEMENT	}	
WITH ORRICK, HERRINGTON & SUTCLIFFE,	}	
LLP TO BE FUNDED FROM UNALLOCATED	}	
RESERVES IN FUND 420 AND FUND 410	}	
RESPECTIVELY	}	

WHEREAS, by separate action, Council has approved an agreement with Orrick, Herrington & Sutcliffe, LLP. to provide professional legal services (bond counsel) on an as needed basis; and

WHEREAS, the municipal budget adopted for fiscal year 2018-19 did not include funding for this agreement; and

WHEREAS, there are sufficient unexpended reserves in Fund 420 "Water Enterprise" and Fund 410 "Wastewater (Sewer) Enterprise" to fund these appropriations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$40,000 to account number 420-52-550.43318 "Professional Services – Bonds" and \$10,000 to account number 410-51-530.43318 "Professional Services – Bonds" to implement an Agreement with Orrick, Herrington & Sutcliffe, LLP to be funded from unallocated reserves in Fund 420 and Fund 410 respectively.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of March, 2019, 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

March 12, 2019



From: Michael I. Cooke, Municipal Services Director

Prepared by: Erica Walker, Staff Services Assistant

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 2 to an Agreement with AECOM for professional engineering services, increasing the annual not-to-exceed compensation amount from \$966,060 to an annual not-to-exceed compensation amount of \$1,167,023, for additional design services

Resolution: Appropriating \$14,220 to account number 410-51-534.43359 "Professional Engineering Services" funded by a transfer from Fund 415 "Capital Secondary Clarifier Drive Replace" and appropriating \$186,743 to account number 420-52-551.43359 funded by transfers from Fund 420 "Well Rehabilitation", "Chlorination of Well Sites (21)" and "Corp Yard Improvements" for Capital Improvement Projects

2. SYNOPSIS:

Amending the existing agreement with AECOM for professional engineering services to increase the annual not-to-exceed compensation by \$200,963 from an annual not-to-exceed maximum of \$966,060 to an annual not-to-exceed maximum of \$1,167,023.

3. DISCUSSION OF ISSUE:

Ordinarily, the City's Engineering Division provides all engineering assistance for the Municipal Services Department's capital projects. However, the Department's capital improvement plan has increased significantly in scale and scope over the years and the Engineering Division lacks the resources to undertake these projects as well as keep up on its current work program. Therefore, in 2017, the City Council directed staff to retain a consulting engineering firm to supplement limited staff resources. AECOM was selected through the formal bidding process and awarded the contract November 28, 2017 for a three (3) year term with an option to extend for three (3) additional one-year terms. AECOM's services include professional engineering design, surveying, contract administration, engineering

support during construction, and construction management services on an as needed basis.

Over the past year, Staff has worked with AECOM to ensure all capital project costs for design are estimated accurately. The cost for some projects were underestimated and a couple of projects have been determined to be higher priority than originally anticipated. This fine-tuning in the capital improvement program has resulted in the need to increase the annual not-to-exceed compensation maximum from \$966,060 to \$1,167,023.

Exhibit A2, attached, shows the revised planned projects and the estimated costs for design for these projects for the remaining part of FY 18/19 and for FY 19/20.

Staff proposes to use unspent funds in other accounts to fund this work.

4. BASIS FOR RECOMMENDATION:

- A. Outsourcing this work allows capital projects to be designed in a timely manner, permits the City to tap into specialized expertise, and allows the City to downscale resources in an efficient manner once the capital project task orders are approved.

5. FISCAL IMPACT: \$200,963

Appropriating \$14,220 to account number 410-51-534.43359 "Professional Engineering Services" funded by a transfer from Fund 415 "Capital Secondary Clarifier Drive Replace" and appropriating \$186,743 to account number 420-52-551.43359 "Professional Engineering Services" funded by transfers from Fund 420 "Well Rehabilitation", "Chlorination of Well Sites (21)" and "Corp Yard Improvements" detailed in Exhibit A2 to Resolution for professional engineering design services for various Capital Improvement Projects. A ten percent contingency is included in each appropriation.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION: N/A

8. ALTERNATIVES:

- A. Do not approve the Amended Agreement with AECOM for professional engineering design and construction services for the City of Turlock Municipal Services Department for various Capital Improvement Projects. This alternative is not recommended. Capital Improvement Projects are necessary to improving and maintaining the City's municipal infrastructure.



AMENDMENT NO. 2
to the
Agreement between the
CITY OF TURLOCK
and
AECOM Technical Services, Inc.
for
Engineering Design, Surveying, and Construction Management Services
Contract No. 18-092

THIS AMENDMENT NO. 2, dated March 12th, 2019, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **AECOM Technical Services Inc.**, (hereinafter "CONSULTANT").

WHEREAS, the parties hereto previously entered into an Amended Agreement dated November 27th, 2018 whereby CONSULTANT will continue to perform professional engineering services for various capital improvement projects, increasing compensation (hereinafter the "Agreement").

WHEREAS, the parties hereto previously entered into an Agreement dated November 28th, 2017 whereby CONSULTANT will perform professional engineering services for various capital improvement projects (hereinafter the "Agreement").

NOW, THEREFORE, the parties hereto mutually agree to amend said Agreement as follows:

1. The first paragraph of Section 4 of the Agreement is hereby deleted in its entirety and replaced to read as follows:

"4. **COMPENSATION:** CITY agrees to pay CONSULTANT additional annual compensation in the amount of Two Hundred Thousand Nine Hundred Sixty Three and No/100^{ths} Dollars (\$200,963) in accordance with Exhibit A2 attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement, Amended No. 1 and this Amendment No. 2 shall not exceed an annual amount of One Million One Hundred Sixty Seven Thousand Sixty Twenty Three and No/100^{ths} Dollars (\$1,167,023). Such maximum annual amount shall be compensation for all of CONSULTANT's expenses incurred in the performance of the Agreement, Amendment No. 1, and this Amendment No. 2."

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

By: _____
Robert C. Lawton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I. Cooke, Director of
Municipal Services

APPROVED AS TO FORM:

By: _____
Jose M. Sanchez, Interim City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

AECOM Technical Services, Inc.

By: _____

Title: _____

Print Name: _____

Date: _____

Exhibit A2

AECOM 5 Year C.I.P. (Recap)

Tsk Order	Project Type	Project	Original	Proposed	Increase
#1	WWTP	CIP Solids Laydown & Vac & Washdown	\$ 176,097.00	\$ 176,097.00	
#2	Water	Well 8 GAC & Pump	\$ 88,582.00	\$ 108,348.00	\$ 21,743.00
#3	General	5 Year CIP Review	\$ 46,612.00	\$ 46,612.00	
#4	WWTP	Sec. Clarifier No. 1 Sludge Rake Repair	\$ 19,072.75	\$ 33,292.75	\$ 14,220.00
#5	WWTP	Pump Station No. 2 Repl. & Bldg.	\$ 190,113.00	\$ 190,113.00	
#6	WWTP	Redundant Degritter	\$ 57,957.00	\$ 57,957.00	
#7	WWTP	Boiler No. 2 Repl. & H2S Study			
#8	Water	Water Main Repl. Project #1	\$ 309,721.00	\$ 309,721.00	
#9	Sewer	Upgrade (3) Sewer Lift Stations	\$ 131,129.00	\$ 131,129.00	
#10	WWTP	Drying Bed Rehab			
#11	WWTP	Flotator #2 Chain & Delivery			
#12		Chlorination of Well Sites (21)		\$ 50,000.00	\$ 55,000.00
#13		Corp Yard Improvements		\$ 100,000.00	\$110,000.00
	Totals		\$ 1,019,283.75	\$ 1,203,269.75	\$200,963.00

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2019-
\$14,220 TO ACCOUNT NUMBER	}	
410-51-534.43359 "PROFESSIONAL	}	
ENGINEERING SERVICES" FUNDED BY A	}	
TRANSFER FROM FUND 415 "CAPITAL	}	
SECONDARY CLARIFIER DRIVE REPLACE"	}	
AND APPROPRIATING \$186,743 TO	}	
ACCOUNT NUMBER 420-52-551.43359	}	
FUNDED BY TRANSFERS FROM FUND 420	}	
"WELL REHABILITATION", "CHLORINATION	}	
OF WELL SITES (21)" AND "CORP YARD	}	
IMPROVEMENTS" FOR CAPITAL	}	
IMPROVEMENT PROJECTS	}	
<hr/>		

WHEREAS, the City of Turlock provides water, sewer, storm drain, and waste water treatment services to its residences, institutions, industries, and businesses; and

WHEREAS, the Municipal Services Department previously identified a number of capital improvement projects necessary to be completed over the next several years; and

WHEREAS, on November 28, 2017, City Council approved an agreement with AECOM for engineering design construction services for the Municipal Services Department for operational utility infrastructures; and

WHEREAS, on November 27, 2018, City Council approved an amended agreement with AECOM for engineering design services for the Municipal Services Department for improvement of various operational utility infrastructures; and

WHEREAS, the transfer of the funds are necessary to continue funding the design management services for the necessary capital improvement projects; and

WHEREAS, approval is requested to appropriate \$14,220 to account number 410-51-534.43359 "Professional Engineering Services" funded by a transfer from Fund 415 "Capital Secondary Clarifier Drive Replace" for the Capital Improvement Projects; and

WHEREAS, approval is requested to appropriate \$186,743 to account number 420-52-551.43359 "Professional Engineering Services" funded by transfers from Fund 420 "Well Rehabilitation", "Chlorination of Well Sites (21)" and "Corp Yard Improvements" for Capital Improvement Projects; and

WHEREAS, a ten percent contingency is included in each appropriation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$14,220 to account number 410-51-534.43359 "Professional Engineering Services" funded by a transfer from Fund 415 "Capital Secondary Clarifier Drive Replace " and appropriate \$186,743 to account number 420-52-551.43359 funded by transfers from Fund 420 "Well Rehabilitation", "Chlorination of Well Sites (21)" and "Corp Yard Improvements" for Capital Improvement Projects as detailed in Exhibit A2.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of March, 2019, by the following vote.

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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

Exhibit A2

AECOM 5 Year C.I.P. (Recap)

Task Order	Project Type	Project	Original	Proposed	Increase
#1	WWTP	CIP Solids Laydown & Vac & Washdown	\$ 176,097.00	\$ 176,097.00	
#2	Water	Well 8 GAC & Pump	\$ 88,582.00	\$ 108,348.00	\$ 21,743.00
#3	General	5 Year CIP Review	\$ 46,612.00	\$ 46,612.00	
#4	WWTP	Sec. Clarifier No. 1 Sludge Rake Repair	\$ 19,072.75	\$ 33,292.75	\$ 14,220.00
#5	WWTP	Pump Station No. 2 Repl. & Bldg.	\$ 190,113.00	\$ 190,113.00	
#6	WWTP	Redundant Degritter	\$ 57,957.00	\$ 57,957.00	
#7	WWTP	Boiler No. 2 Repl. & H2S Study			
#8	Water	Water Main Repl. Project #1	\$ 309,721.00	\$ 309,721.00	
#9	Sewer	Upgrade (3) Sewer Lift Stations	\$ 131,129.00	\$ 131,129.00	
#10	WWTP	Drying Bed Rehab			
#11	WWTP	Flotator #2 Chain & Delivery			
# 12		Chlorination of Well Sites (21)		\$ 50,000.00	\$ 55,000.00
# 13		Corp Yard Improvements		\$ 100,000.00	\$110,000.00
	Totals		\$ 1,019,283.75	\$ 1,203,269.75	\$200,963.00

City Council Staff Report

March 12, 2019



From: Michael I. Cooke, Municipal Services Director

Prepared by: Fallon Martin, Staff Services Analyst

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining the Downtown Turlock PCE Project is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15306 (Information Collection) of the CEQA Guidelines

Resolution: Authorizing the City of Turlock to enter into a funding agreement with the State Water Resources Control Board for the Downtown Turlock PCE Project in a form approved by the City Attorney and authorizing and designating the Municipal Services Director as the project director for the Downtown Turlock PCE Project

2. SYNOPSIS:

Making a determination the Downtown Turlock PCE Project is exempt from the provisions of CEQA and authorizing the City to enter into a funding agreement with the State Water Resources Control Board (SWRCB) and designating the Municipal Services Director as the project director for the Project

3. DISCUSSION OF ISSUE:

On December 12, 2017, City Council approved Provost & Pritchard Consulting Group (P&P) to prepare and submit a planning grant application package to the SWRCB under the Proposition 1 Groundwater Grant Program (GWGP). The purpose of the funding request is to increase the extent and effectiveness of the City's existing groundwater remediation system for perchlorate (PCE), a contaminant in the groundwater in the downtown area. On June 4, 2018, P&P submitted a pre-application package. One November 9, 2018, the State Water Resources Control Board (SWRCB) approved the submittal of a full proposal.

The planning grant will provide funding towards a project that is aimed at protecting the City's groundwater resources through the cleanup of PCE. This will include a thorough site characterization of the PCE plumes, the source of the plumes, and propose appropriate remedial activities. Numerous wells were shut down, beginning in the late 1980's due to PCE contamination. There are also wells currently online with traces of PCE, all of which are below the maximum contaminant level. Given the impact PCE has had on groundwater and the potable water supply in Turlock, it is critical to further evaluate the PCE plumes and determine the best approach to remedy them.

As part of the grant application process, the SWRCB requires the City to make a CEQA determination. According to the CEQA guidelines, projects are exempt from the provisions of CEQA if they are conducting data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource.

4. BASIS FOR RECOMMENDATION:

- A. A CEQA determination must be made in order to enter into the Agreement with the SWRCB and continue with the project.

5. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact with this determination.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

In accordance with Section 15306 basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environment resource are exempt from CEQA. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded.

8. ALTERNATIVES:

- A. Reject the environmental determination. Staff does not recommend this alternative as an environmental determination is required to be made in order to enter into the Agreement with the SWRCB and for the City to proceed with this project.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE }
DOWNTOWN TURLOCK PCE PROJECT IS }
EXEMPT FROM THE PROVISIONS OF THE }
CALIFORNIA ENVIRONMENTAL QUALITY ACT }
(CEQA) IN ACCORDANCE WITH SECTION 15306 }
(INFORMATION COLLECTION) OF THE CEQA }
GUIDELINES }

RESOLUTION NO. 2019-

WHEREAS, the City is pursuing grant funding under the Proposition 1 Groundwater Grant Program (GWGP) for the Downtown Turlock PCE Project; and

WHEREAS, part of the grant application process, the State Water Resources Control Board requires the City to make a California Environmental Quality Act (CEQA) determination; and

WHEREAS, Section 15306, basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource are exempt from CEQA. These activities may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded; and

WHEREAS, the purpose of the project is to protect the City's groundwater resources through the cleanup of Perchlorate (PCE) by site characterizing of PCE plumes, determining the source of the plumes, and proposing appropriate remedial activities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the Downtown Turlock PCE Project is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15306 (Information Collection) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of March, 2019, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

FILING REQUESTED BY:
CITY OF TURLOCK

When Filed Mail to:
City of Turlock
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, CA 95380

March 13, 2019

**CITY OF TURLOCK
NOTICE OF EXEMPTION**

To: Office of Planning and Research
P. O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of Stanislaus
P. O. Box 1670
Modesto, CA 95354

From: City of Turlock
156 S. Broadway Ste 270
Turlock, CA 95380
Tel: (209) 668-5590

PROJECT TITLE: Downtown Turlock PCE Project

PROJECT APPLICANT: City of Turlock

PROJECT LOCATION – SPECIFIC: Various locations throughout downtown Turlock

PROJECT LOCATION – CITY: City Of Turlock

PROJECT LOCATION – COUNTY: Stanislaus County

DESCRIPTION OF NATURE, PURPOSE AND BENEFICIARIES OF PROJECT: The City has applied for a planning grant through the State Water Resources Control Board to conduct some investigative work on PCE within the City. The grant will provide funding several phases of subsurface site assessments. Each phase includes the penetration of the ground surface with small holes ranging from 1/2 to 8-inches in diameter, depending on technique: passive, active soil gas, direct push or borings. Borings will be drilled to install long-term monitoring wells. All ground penetrations will be located in areas ranging from public right of ways (i.e. city streets and curb lines), landscaping areas, and parking areas, or as needed on private property with the agreement of the land owner. All locations will be pre-approved by the City and the Regional Water Quality Control Board. The monitoring wells could be in place for the life of the project which is anticipated to be 20 years.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of Turlock

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of Turlock, Municipal Services Department

PROJECT APPROVAL DATE: March 12, 2019

EXEMPT STATUS:

- ☐ Ministerial (Section 21080(b)(1); 15268)
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a))
☐ Emergency Project (Sec. 21080(b)(4); 15629(b)(c))
☒ Categorical Exemption. State type and section number: 15306
☐ Statutory Exemptions. State code number: _____

REASON WHY PROJECT IS EXEMPT: As allowed by Section 15306, basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource are exempt from CEQA. These activities may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded.

LEAD AGENCY

Contact Person: Fallon Martin, Staff Services Analyst

Area Code/Telephone/Extension: (209) 668-5590

If filed by applicant:

1. Attach certified document of exemption finding
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ yes ☒ no

Signature: _____

Title: Staff Services Analyst

☒ Signed by Lead Agency ☐ Signed by Applicant

Date received for filing at OPR: 03/13/2019

Authority cited: Sections 21083 and 21110, Public Resources Code.

Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF AUTHORIZING THE CITY
OF TURLOCK TO ENTER INTO A FUNDING
AGREEMENT WITH THE STATE WATER
RESOURCES CONTROL BOARD FOR THE
DOWNTOWN TURLOCK PCE PROJECT IN A
FORM APPROVED BY THE CITY ATTORNEY
AND AUTHORIZING AND DESIGNATING THE
MUNICIPAL SERVICES DIRECTOR AS THE
PROJECT DIRECTOR FOR THE DOWNTOWN
TURLOCK PCE PROJECT**

RESOLUTION NO. 2019-

WHEREAS, the City of Turlock (City) has submitted an application to the State Water Resources Control Board for funding for the Turlock Downtown PCE Project (Project) which includes several phases of subsurface site assessments. Each phase includes the penetration of the ground surface with small holes ranging from 1/2 to 8-inches in diameter, depending on technique: passive, active soil gas, direct push or borings. Borings will be drilled to install long-term monitoring wells. All ground penetrations will be located in areas ranging from public right of ways (i.e. city streets and curb lines), landscaping areas, and parking areas, or as needed on private property with the agreement of the land owner. All locations will be pre-approved by the City and the Regional Water Quality Control Board. The monitoring wells could be in place for the life of the project which is anticipated to be 20 years; and

WHEREAS, prior to the State Water Resources Control Board executing a funding agreement, the City is required to adopt a resolution authorizing a Project Director, or Authorized Representative, to sign the funding agreement, amendments, and requests for disbursement on behalf of the City, and to carry out other necessary Project-related activities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine that the City is hereby authorized to carry out the Project, enter into a funding agreement with the State Water Resources Control Board, and accept and expend State funds for the Project.

BE IT FURTHER RESOLVED, that the Municipal Services Director, or designee, is hereby authorized and designated to represent the City in carrying out the City's responsibilities under the funding agreement, including certifying invoices and disbursement requests for Project costs on behalf of the City and compliance with applicable state and federal laws.

BE IT FURTHER RESOLVED, that any and all actions, whether previously or subsequently taken by the City, which are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified, approved and confirmed.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 12th day of March, 2019, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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

DRAFT DATED: 01/31/2019



GROUNDWATER

[RECIPIENT CAPS]

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



PLANNING
GRANT

[PROJECT NO. and NAME]

AGREEMENT No. []

GRANT AMOUNT: \$

ELIGIBLE WORK START DATE: _____
WORK COMPLETION DATE: _____
FINAL DISBURSEMENT REQUEST DATE: _____
RECORDS RETENTION END DATE: _____

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AGREEMENT

1. AUTHORITY.

(a) The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Agreement pursuant to Section 79771 of the Water Code, and Resolution No. 2017-0075.

(b) The Recipient is authorized to enter into this Grant Agreement (Agreement) pursuant to Resolution No. ____.

2. INTENTION.

(a) The Recipient desires to receive financial assistance for and undertake work required for the groundwater planning Project according to the terms and conditions set forth in this Agreement.

(b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement, with the expectation that the Recipient shall repay none of the financial assistance to the State Water Board.

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

(a) The State Water Board hereby makes a grant to the Recipient in accordance with the provisions of this Agreement.

(b) Subject to the satisfaction of any condition precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board. Conditions precedent are not limited to the following:

- i. [Other conditions precedent, if any, including requirement that Recipient submit authorizing resolution for debt]

(c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Records Retention End Date.

(d) This Agreement includes the following exhibits and attachments thereto:

- i. EXHIBIT A – SCOPE OF WORK
- ii. EXHIBIT B – FUNDING TERMS
- iii. EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS
- iv. EXHIBIT D – SPECIAL CONDITIONS

(e) This Agreement includes the following documents incorporated by reference:

- i. [other incorporated documents, if any]

4. PARTY CONTACTS

The Party Contacts during the term of this Agreement are:

State Water Board		[Recipient]	
Section:	Division of Financial Assistance		
Name:	Grant Manager	Name:	Title
Address:	1001 I Street, ___ Floor	Address:	
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	
Phone:	(916)	Phone:	
Fax:	(916)	Fax:	
Email:	[program email]@waterboards.ca.gov	Email:	

Direct inquiries to:

State Water Board		[Recipient]	
Section:	Division of Financial Assistance		
Name:	Program Analyst	Name:	Title
Address:	1001 I Street, ___ Floor	Address:	
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	
Phone:	(916)	Phone:	
Fax:	(916)	Fax:	
Email:	[program email]@waterboards.ca.gov	Email:	

The Recipient may change its Project Director upon written notice to the Division, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division's Deputy Director.

5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

"Agreement" means this agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Cover Page" means the front page of this Agreement.

"Days" means calendar days unless otherwise expressly indicated.

"Deputy Director" means the Deputy Director of the Division.

"Disbursement Period" means the period during which Project Funds may be disbursed.

"Disbursement Request" means the Recipient's request for Project Funds from the State Water Board as set forth in Exhibit B.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

"Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.

"Event of Default" means the occurrence of any of the following events:

- a) Failure by the Recipient to make any payment required to be paid pursuant to this Agreement;
- b) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
- c) A material adverse change in the condition of the Recipient, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
- d) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
- e) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient's entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;
- f) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code;
- g) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order.

"Final Disbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further Project Funds disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year, or any other annual period selected and designated by the Recipient as its Fiscal Year in accordance with applicable law.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Grant Contact" means the employee of the Recipient who has been delegated by the Project Director to oversee the day-to-day activities of the Project. The Grant Contact is set forth in Section 4 of this Agreement.

"Grant Manager" means the person designated by the State Water Board to manage performance of this Agreement. The Grant Manager is set forth in Section 4 of this Agreement.

"Guidelines" means the State Water Board's "Proposition 1 Groundwater Grant Program Funding guidelines," in effect as of the execution date of this Agreement.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

"Match Funds" means funds provided by the Recipient towards the Project Costs incurred after the Eligible Work Start Date. Funds spent on ineligible Project Costs are not Match Funds.

"Material Obligation" means an obligation of the Recipient that is material to this transaction.

"Party Contact" means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Grant Manager, or the Program Analyst.

"Project" means the Project financed by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

"Project Completion" means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Guidelines, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP.

"Project Director" means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in Section 4 of this Agreement.

"Project Funds" means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

"Recipient" means xxxxxxxxxxxx.

"Records Retention End Date" means the last date that the Recipient is obligated to maintain records and is set forth on the Cover Page of this Agreement.

"Regional Water Quality Control Board" or "Regional Water Board" means the appropriate Regional Water Quality Control Board.

"State" means State of California.

"State Water Board" means the State Water Resources Control Board.

"Work Completion" means the Recipient's submittal of all work set forth under Exhibit A for review and approval by the Division. The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

"Work Completion Date" means the date set forth on the Cover Page of this Agreement and is the last date on which Project Costs may be incurred under this Agreement.

"Year" means calendar year unless otherwise expressly indicated.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

[RECIPIENTCAPS]:

By: _____
Name: [Officer]
Title: [Title1]

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: [Officer]
Title: Deputy Director
Division of Financial Assistance

Date: _____

EXHIBIT A – SCOPE OF WORK

A.1. PROJECT DESCRIPTION AND SCOPE OF WORK.

(a) The Project is the project set forth on the Cover Page of this Agreement. [Insert one sentence description of project's purpose that begins: The Project is for the benefit of the Recipient and is intended to do]

(b) Scope of Work.

[DFA must insert Scope of Work – specific tasks and work with clear descriptions about who is responsible for exactly what and when/Table of Work/Table of Deliverables. Include reference to any plans, e.g., Modeling, Pumping, Reporting, etc.]

A.2. STANDARD PROJECT REQUIREMENTS.

A.2.1 Disclosure Statements.

The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board.

The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

A.2.2 Reports

A.2.2.1 Progress Reports.

The Recipient shall submit quarterly progress reports, using a format provided by the Grant Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Grant Manager. Progress reports shall provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no grant-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.

A.2.2.2 Draft and Final Project Report and Project Summary for Groundwater Projects.

(a) At the conclusion of the Project, the Recipient must submit the following to the Grant Manager:

(1) Draft Final Project Report. Prepare and submit to the Grant Manager, for review and comment, a draft Final Project Report in a format provided by the Grant Manager that shall include the following information, as well as information set forth in the Scope of Work, above:

- i. Description of the water quality problem the Project sought to address,
- ii. Description of the Project scope, cost, and schedule, with photo documentation,

- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, including an evaluation and summary of relevant water quality data, and
- iv. Summary of lessons learned.

(2) Final Project Report. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the final. Upload an electronic copy of the final report in pdf format to the Financial Assistance Application Submittal Tool (FAAST) system.

(3) Final Project Summary. Prepare a brief summary of the information contained in the Final Project Report, using a format provided by the Grant Manager. Include accomplishments, recommendations, and lessons learned, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FAAST system.

(b) If the Recipient fails to submit a timely Final Project Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold disbursements under this Agreement or other agreements, and begin administrative proceedings.

A.2.2.3 As Needed Reports.

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

A.3 DATES & DELIVERABLES.

(a) Time is of the essence.

(b) The Recipient must expeditiously proceed with and complete the Project.

(c) The following dates are established as on the Cover Page of this Agreement:

- i. Eligible Work Start Date
- ii. Work Completion Date
- iii. Final Disbursement Request Date
- iv. Records Retention End Date

(d) The Recipient must begin work timely.

(e) The Recipient agrees to start work no later than six months after execution of this Agreement.

(f) The Recipient must deliver any request for extension of the Work Completion date no less than ____ days prior to the Work Completion date.

(g) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its Final Disbursement Request to the Division on or before the Final Disbursement Request Date, unless prior approval has been granted by the Division.

(h) Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. However, the dates in the "Estimated Due Date" column of this table may be adjusted as necessary during the Disbursement Period with Grant Manager approval. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work

Completion Date, and the final Disbursement Request submitted, prior to the Final Disbursement Request Date set forth in Exhibit B.

As applicable for specific submittals, the Recipient shall plan adequate time to solicit, receive, and address TAC comments prior to submitting the final submittal.

[insert Table of Deliverables, as worked out between PM & Contracts unit]

EXHIBIT B – FUNDING TERMS

B.1. FUNDING AMOUNTS AND DISBURSEMENTS

B.1.1 Funding Contingency and Other Sources.

(a) If this Agreement's funding for any fiscal year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.

(b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board.

B.1.2 Estimated Reasonable Cost.

The estimated reasonable cost of the total Project is Written Dollar Amount dollars and no cents (\$Dollar Amount).

B.1.3 Grant Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Grant Amount set forth on the Cover Page of this Agreement.

B.1.4 Match Funds.

- (a) The Recipient agrees to provide Match Funds in the amount of [WRITTEN DOLLAR AMOUNT] DOLLARS (\$Dollar Amount).
- (b) This Match Funds amount is based on the budget, funding sources, and amounts submitted by the Recipient in its application and during the negotiation of this Agreement. Any Match Funds changes or adjustments requested by the Recipient must be approved, in advance and in writing, by the Grant Manager and may require an amendment to this Agreement.
- (c) Only expenses that would be considered eligible under the Guidelines will be counted towards the Recipient's Match Funds.
- (d) Any costs incurred prior to the adoption of Proposition 1 on November 4, 2014, will not count towards the Recipient's Match Funds.
- (e) If, at Work Completion, the Recipient has provided Match Funds in an amount that is less than the Match Funds amount set forth above, the State Water Board may proportionately reduce the Project Funds amount and/or Recipient's Match Funds amount, upon approval of the Deputy Director of the Division, provided the reduced amount(s) satisfy statutory requirements and Guidelines.

B.1.5 Budget Costs

Budget costs are contained in the Project Cost Table below:

[DFA will insert table]

- (a) Subject to the prior review and approval of the Grant Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total Grant Amount, including any amendment(s) thereto. Line item adjustments approved by the Grant Manager must be de minimis, less than 15% of the total Grant Amount, and may not include any changes to the Scope of Work. Line item adjustments in excess of fifteen percent (15%) or line item adjustments that result in a change to the scope of work will require an Agreement amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.
- (b) The Recipient may submit a request for an adjustment in writing to the Grant Manager. Such adjustment may not increase or decrease the total grant amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.
- (c) The sum of adjusted line items shall not exceed the total budget amount.
- (d) In the event the Recipient does not submit invoices requesting all of the funds encumbered under this Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Recipient stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

B.1.6 Contingent Disbursement.

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Grant Funds until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.
- (b) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.
- (c) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other agency. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.
- (d) No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.

(e) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.

(f) The Recipient agrees to ensure that its Final Disbursement Request is received by the Division no later than the Final Disbursement Request Date, unless prior approval has been granted by the Division. If the Final Disbursement Request is not received timely, the undisbursed balance of this Agreement will be deobligated.

(g) The Recipient is not entitled to interest earned on undisbursed funds

B.1.7 Disbursement Procedure.

(a) Except as may be otherwise provided in this Agreement, disbursement of Project Funds will be made as follows:

- (1) Upon execution and delivery of this Agreement, the Recipient may submit a Disbursement Request for eligible Project Costs as well as to support Match Funds as specified in this Exhibit from the Project Costs through submission to the State Water Board using the Disbursement Request form provided by the Grant Manager.
- (2) Disbursement Requests shall contain the following information:
 - a. The date of the request;
 - b. The time period covered by the request, i.e., the term "from" and "to";
 - c. The total amount requested;
 - d. Documentation of Match Funds used;
 - e. Original signature and date (in ink) of the Recipient's Project Director or his/her designee; and
 - f. The Final Disbursement Request shall be clearly marked "FINAL DISBURSEMENT REQUEST" and shall be submitted NO LATER THAN the Final Disbursement Request Date.
- (3) Disbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Disbursement Requests must be complete, signed by the Recipient's Project Director or his/her designee, and addressed to the Grant Manager as set forth in Section 4 of this Agreement. Disbursement Requests submitted in any other format than the one provided by the State Water Board will cause a Disbursement Request to be disputed. In the event of such a dispute, the Grant Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Disbursement Request submitted. The Grant Manager has the responsibility for approving Disbursement Requests. Project Costs incurred prior to the Eligible Work Start Date of this Agreement will not be reimbursed.
- (4) Project Funds must be requested quarterly via Disbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the disbursement is being requested. Each Disbursement Request must be accompanied by a Progress Report. Failure to provide timely Disbursement Requests may result in such requests not being honored.

- (5) The Recipient agrees that it will not submit any Disbursement Requests that include any Project Costs until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Disbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Disbursement Request as well as to support Match Funds claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Disbursement Request.
- (6) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (7) Recipient shall use Project Funds within 30 days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Project Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future disbursements. In the event that the Recipient fails to disburse Project Funds to contractors or vendors within thirty (30) days from receipt of the Project Funds, the Recipient shall immediately return such Project Funds to the State Water Board. Interest shall accrue on such Project Funds from the date of disbursement through the date of mailing of Project Funds to the State Water Board. If the Recipient held such Project Funds in interest-bearing accounts, any interest earned on the Project Funds shall also be due to the State Water Board.
- (8) Recipient shall submit its final Disbursement Request no later than the Final Disbursement Request Date specified herein unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
- (9) The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.
- (10) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (11) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Project Funds.
- (12) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. Failure to comply with this restriction may result in termination this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx> as of the date costs are incurred by the Recipient.
- (13) The Recipient must include any other documents or requests required or allowed under this Agreement.

B.1.8 Withholding of Disbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

- (a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division;
- (b) Commencement of litigation or a judicial or administrative proceeding related to the Project, that the State Water Board determines may impair the timely satisfaction of Recipient's obligations under this Agreement;
- (c) Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (d) A material adverse change in the condition of the Recipient that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
- (e) The Recipient's material violation of, or threat to materially violate, any term of this Agreement;
- (f) Evidence of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents regarding the Project;
- (g) An event requiring Notice as set forth in Exhibit C;
- (h) An Event of Default or an event that the Division determines may become an Event of Default.

B.1.9 Fraud and Misuse of Public Funds.

All requests for disbursement submitted must be accurate and signed by the Recipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the repayment of all Project Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

B.2 RECIPIENT'S PAYMENT OBLIGATION.

B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B.2.2 Estimated Principal Payment Due.

The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is Zero dollars and no cents (\$0.00).

B.3 NO LIENS.

The Recipient must not make any pledge of or place any lien on the Project except upon consent of the Division.

EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS

C.1 REPRESENTATIONS & WARRANTIES.

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date.

C.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

C.1.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

C.1.4 No Litigation.

There are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.

C.1.5 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will

not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

C.1.6 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

C.1.7 Financial Statements and Continuing Disclosure.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

C.1.8 No Other Material Debt.

The Recipient has no Material Obligations other than those set forth in Exhibit D.

C.2 DEFAULTS AND REMEDIES

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

C.2.1 Return of Funds; Acceleration; and Additional Payments.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

- i. return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement;
- ii. accelerate the payment of any principal owed under this Agreement, all of which shall be immediately due and payable;
- iii. pay interest at the highest legal rate on all of the foregoing; and
- iv. pay any Additional Payments.

C.2.2 Judicial remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

- i. by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;
- ii. by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement; and
- iii. take whatever action at law or in equity as may appear necessary or desirable to the State Water Board to enforce performance of any obligation or covenant of the Recipient under this Agreement.

C.2.3 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

C.2.4 Damages for Breach of Tax-Exempt Status.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.5 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

C.2.6 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's obligation to undertake work under this Agreement or shall affect or impair the right of the State Water Board to bring suit to enforce such work. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.

C.2.7 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

C.3 STANDARD CONDITIONS

C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times for the term of the Agreement. The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, disbursement requests, and supporting documentation submitted hereunder.

C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

(a) The Recipient must maintain project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

(b) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:

- i. Establish an official file for the Project which adequately documents all significant actions relative to the Project;
- ii. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
- iii. Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
- iv. Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs;
- v. Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
- vi. If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Costs from Force Account are not eligible for funding.

(c) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Work Completion. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee.

Requests for amendments must be made in writing and directed to the Party Contacts listed in Section 4.

C.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

C.3.5 Audit.

(a) The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division.

(b) Audit disallowances must be returned to the State Water Board.

C.3.6 Bonding.

Where contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

C.3.7 Competitive Bidding

Recipient must adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must:

(a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;

(b) Comply with the Guidelines; and

(c) Comply with and require compliance with the state and federal requirements set forth elsewhere in this Agreement.

C.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

C.3.10 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C.3.11 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

C.3.12 Disputes.

(a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

(b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

(c) Recipient must continue with the responsibilities under this Agreement during any dispute.

(d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

C.3.13 Environmental Clearance.

(a) Notwithstanding any other provision, the State Water Board has no binding obligation to provide funding under this Agreement except for activities excluded from, not subject to, or exempt under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Upon receipt and review of the Recipient's environmental documents, the State Water Board shall make the appropriate environmental findings before determining whether to approve construction or implementation funding for the Project under this Agreement. Providing approval for such construction or implementation funding is fully discretionary. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement.

(b) If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

C.3.14 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C.3.15 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C.3.16 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Parties in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Parties to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

C.3.17 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C.3.18 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

C.3.19 No Discrimination.

(a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully

denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.

(b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.

(c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).

(d) The Recipient's obligations under this section shall survive the term of this Agreement.

(e) During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

(f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subs. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(h) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(i) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C.3.20 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C.3.21 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

C.3.22 Notice.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Grant Manager by phone and email within the time specified below:

- (a) The Recipient must notify the Division within 24 hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential

tribal cultural resource and/or archaeological or historical resource be discovered during construction, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.

- (b) The Recipient must notify the Division within five (5) business days of the occurrence of any of the following events:
- i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - ii. Change of ownership of the Project;
 - iii. Loss, theft, damage, or impairment to Project;
 - iv. Events of Default, except as otherwise set forth in this section;
 - v. Failure to observe or perform any covenant or comply with any condition in this Agreement;
 - vi. An offer from a public entity to purchase the Project or any portion thereof, or any of the real or personal property related to or necessary for the Project; or
 - vii. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- (c) The Recipient must notify the Division in writing within ten (10) business days of the following events:
- i. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the or the Recipient's continued existence;
 - ii. Consideration of dissolution, or disincorporation;
 - iii. Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds; or
 - iv. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- (d) The Recipient must notify the Division promptly of any of the following events:
- i. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for disbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
 - ii. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;

- iii. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;
- iv. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- v. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- vi. Any events requiring notice to the Division pursuant to the provisions of Exhibit E to this Agreement;
- vii. Work Completion, and actual Project Completion;

C.3.23 Permits, Subcontracting, and Remedies.

Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at

http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

C.3.24 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C.3.25 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

C.3.26 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C.3.27 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C.3.28 Related Litigation.

Under no circumstances may the Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the project.

C.3.29 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

C.3.30 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.31 Timeliness.

Time is of the essence in this Agreement.

C.3.32 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.33 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.34 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

C.4 MISCELLANEOUS STATE REQUIREMENTS

C.4.1 State Program Requirements for Proposition 1 Groundwater.

- (a) Eminent Domain Prohibited. (Wat. Code, § 79711.) Where land acquisition is otherwise authorized under this Agreement, Project Funds and Match Funds shall not be used to acquire land via eminent domain.
- (b) Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five-year infrastructure plan).
- (c) Groundwater Monitoring. (Wat. Code, § 10920.) The Recipient shall comply with Water Code section 10920 et seq., which requires groundwater monitoring and reporting of groundwater elevations.
- (d) Remediation Costs Limited. (Wat. Code, § 79771.) Project Funds shall not be used to pay any share of the costs of remediation recovered from parties responsible for the contamination of a groundwater storage aquifer, but may be used to pay costs that cannot be recovered from responsible parties. Recipients that have received Project Funds for remediating groundwater storage aquifers shall exercise reasonable efforts to recover the costs of groundwater cleanup from the parties responsible for the contamination. Funds recovered from responsible parties may only be used to fund treatment and remediation activities.
- (e) Sustainable Groundwater Management Act (SGMA) Compliance. Wat. Code, § 10720-10737.8. To the extent required under SGMA, the Recipient shall comply with the following:
 - i. If, after July 1, 2017, the Project is or will be located in a non-adjudicated high- or medium-priority California Statewide Groundwater Elevation Monitoring (CASGEM) basin, the Recipient shall ensure that a Groundwater Sustainability Agency (GSA) has formed or an alternative has been submitted to DWR. (Wat. Code, § 10735.2 (a)(1).)
 - ii. If, after January 31, 2020, the Project is or will be located in a non-adjudicated high- or medium CASGEM basin that is subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted Groundwater Sustainability Plan (GSP).
 - iii. If, after January 31, 2022, the Project is or will be located in a non-adjudicated high- or medium CASGEM basin that is not subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted GSP.
- (f) Wild and Scenic Rivers. (Wat. Code, § 79711.) The Recipient shall ensure that the Project will not have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.

C.4.2 State Cross-Cutters.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- i. The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- ii. Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- iii. Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- iv. Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- v. Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- vi. Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- vii. Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- viii. Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- ix. Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- x. Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.

EXHIBIT D – SPECIAL CONDITIONS

If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.

[for tribes] Notwithstanding any other provision in this Agreement (including, without limitation, any provision of any Exhibit incorporated in this Agreement by reference) to the contrary, nothing in this Agreement shall be deemed to be a general waiver of the Recipient's sovereign immunity from suit, which immunity is expressly asserted. Provided, however, that for the term of this Agreement the Recipient hereby expressly, unequivocally, and irrevocably provides a limited waiver of sovereign immunity from suit to allow the State Water Board to exercise all of its rights under the terms of this Agreement, and Recipient consents to suit in any court of the State of California for any claim to interpret or to enforce this Agreement through injunctions, damages, or orders for specific performance with the terms of this Agreement. For the purpose of this provision, an order for specific performance may include, but is not limited to, any court order to pay monetary damages in accordance with the terms of this Agreement. This limited waiver shall extend to the State Water Board, and any successors and assigns to this Agreement

City Council Staff Report

March 12, 2019



From: Robert Talloni, Fire Chief
Prepared by: Gary Carlson, Fire Operations Chief
Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$25,000 to account number 116-30-305.44030_000 "Minor Equipment Miscellaneous" from Fund 116 "Special Public Safety-Fire" unallocated reserves for the purchase of personal protective equipment

2. SYNOPSIS:

Appropriating \$25,000 to account number 116-30-305.44030_000 "Minor Equipment Miscellaneous" from Fund 116 "Special Public Safety-Fire" unallocated reserves for the purchase of personal safety equipment.

3. DISCUSSION OF ISSUE:

Beginning with the tragedy at Columbine High School, the country has experienced a new type and level of domestic terrorism. Mass shooting incidents have become more frequent in recent years and the threat continues to grow. During such incidents public safety personnel are taxed to the threshold of their capabilities. Mitigating emergencies of this nature are complex and require specialized equipment and training.

Turlock Fire has begun training with the police department to better prepare for this type of disaster. It was discovered that after the Columbine incident that many injured students died because care was delayed as the police department worked to clear the scene. As a result, fire departments began working with police to form rescue task forces. Working together, fire and police can effectively remove victims in a faster, safer manner. This drastically improves the chance of survival during an active shooter event.

To accomplish this goal, firefighters must have personal protective equipment that will make it safer for them to work in an active shooter situation. This equipment is similar to what the police department utilizes during shooting events. In addition,

the fire department needs rapid trauma kits with equipment specially designed for mass casualty incidents. Once equipped and trained, Turlock Public Safety will be better prepared to respond should a disaster of this magnitude occur.

The world has changed in the past few decades. Public safety personnel must respond to, and mitigate incidents that seemed unfathomable in years prior. Time is critical during these events and firefighters must have the appropriate equipment and training to safely and effectively do their jobs. Money is available from unappropriated reserves in Fund 116 "Special Public Safety-Fire" to fund the purchase of these items.

4. BASIS FOR RECOMMENDATION:

- A. Firefighters must have the proper equipment to safely and efficiently perform lifesaving duties for the citizens of Turlock.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - \$25,000

Budget Amendment

Appropriating \$25,000 to account number 116-30-305.44030_000 "Minor Equipment Miscellaneous" from Fund 116 "Special Public Safety-Fire" unallocated reserves for the purchase of personal protective equipment.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council could decline this appropriation; however, staff does not recommend this as an alternative because of the necessity of this equipment.
- B. Council could choose to appropriate funds out of general fund reserves.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING \$25,000 }
TO ACCOUNT NUMBER 116-30-305.44030_000 }
"MINOR EQUIPMENT MISCELLANEOUS" }
FROM FUND 116 "SPECIAL PUBLIC SAFETY- }
FIRE" UNALLOCATED RESERVES FOR THE }
PURCHASE OF PERSONAL PROTECTIVE }
EQUIPMENT }

RESOLUTION NO. 2019-

WHEREAS, the City of Turlock Fire Department has identified the need to purchase specialize safety and equipment; and

WHEREAS, the purchase of safety equipment in necessary so firefighters can perform lifesaving operations during active shooting events; and

WHEREAS, the fire department is currently training with the police department to more efficiently and safely perform operations at catastrophic events; and

WHEREAS, Turlock Fire has money available from unallocated reserves in Fund 116 "Special Public Safety-Fire" to purchase safety equipment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$25,000 to Fund 116-30-305.44030_000 "Minor Equipment Miscellaneous" from Fund 116 "Special Public Safety-Fire" unallocated reserves for the purchase of personal protective equipment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of March, 2019, 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

March 12, 2019



From: Robert Talloni, Fire Chief

Prepared by: Brian White, Fire Division Chief

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Memorandum of Understanding (MOU) between the City of Turlock and the Modesto Junior College (MJC) Regional Fire Training Center, for the purpose of creating an "In Service Agreement" for reimbursable training hours as well as providing college units for specific fire department training hours performed by Turlock Fire Department Firefighters, for a period of five (5) years, 2019 through 2024

2. SYNOPSIS:

Approving a Memorandum of Understanding (MOU) between the City of Turlock and the Modesto Junior College (MJC) Regional Fire Training Center, for the purpose of creating an "In Service Agreement" for reimbursable training hours as well as providing college units for specific fire department training hours performed by Turlock Fire Department Firefighters, for a period of five (5) years.

3. DISCUSSION OF ISSUE:

The City of Turlock currently provides a wide array of training courses to City of Turlock Firefighters. These training topics include: Firefighting, Emergency Medical Services (EMS), Special Operations, Command and Control, Administration and Operations. Trainings are performed while on duty and are currently only reimbursable for the personnel who are enrolled as apprentices in the California Fire Fighter Joint Apprenticeship Committee (CFFJAC) program.

The Modesto Junior College (MJC) Regional Fire Training Center has created five (5) new courses that include topics that the Turlock Fire Department Firefighters currently perform in training sessions. Per this proposed MOU, the Turlock Fire Department will be reimbursed for training hours performed by firefighters who are not currently enrolled in the CFFJAC at \$1.50 per approved training hour when the curriculum meets the requirements of the five (5) course categories listed above.

The reimbursed money would be placed into 265-30-310-303.35720 "Fire Training Events Revenue" to be used for future training related expenses.

The five (5) courses can be continually repeated by the firefighters for reimbursement and college credit as the skills are perishable and are required to be completed annually at a minimum.

In addition, the MJC will provide a minimum of one half (½) college unit up to a maximum of three (3) college units, or nine (9) training hours to a maximum of fifty-four (54) training hours for each of the five (5) course categories listed above.

4. BASIS FOR RECOMMENDATION:

- A. The current Memorandum Of Understanding (MOU) between the City of Turlock and the Modesto Junior College (MJC) Regional Fire Training Center (RFTC) has created a partnership that has enhanced training and learning opportunities locally, saving travel time, saving money for the students as well as in the training budgets, promotes a collaborative approach to hosting courses locally, and expands the local outreach of training sites for Modesto Junior College (MJC) Regional Fire Training Center.
- B. This proposed MOU will expand the partnership, create a new reimbursement funding source for training hours completed as well as provide free college units to the City of Turlock Firefighters.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION: N/A

8. ALTERNATIVES:

- A. Identify alternative training funding sources for: Reimbursable training hours, hosting courses locally, saving training money, reducing travel costs, reducing overtime costs, promoting the City of Turlock amenities and providing staff with educational opportunities. Staff does not recommend this option due to the fact that there would be an unknown time and cost to continually research and upgrade alternative instructional programs, determine various advertising methods, develop instructor contracts, and administer the registration processes.



435 College Avenue • Modesto, California 95350-5800

mjc.edu

**YOSEMITE COMMUNITY COLLEGE DISTRICT,
MODESTO JUNIOR COLLEGE**

&

**CITY OF TURLOCK,
TURLOCK FIRE DEPARTMENT**

COOPERATIVE INSTRUCTIONAL AGREEMENT

This Cooperative Instructional Agreement (“Instructional Agreement”), made and entered into as of the dates shown below, by and between the **City of Turlock**, a municipal corporation (“AGENCY”), and the **YOSEMITE COMMUNITY COLLEGE DISTRICT** of Modesto, California (“DISTRICT”), is made upon the following considerations:

1. DISTRICT agrees to partner with AGENCY for the provision of **Fire Education and Training for AGENCY Fire Fighters** (FTECH 321, 322, 323, 324, and 325 courses) (the “Services”). The Services will be delivered during the 2018-2019 Modesto Junior College academic semesters through 2023-2024. Services will be under the supervision of the Director of the Regional Fire Training Center at Modesto Junior College, or his/her designee.
2. In consideration of the Services, DISTRICT agrees to offer “open to the public college courses” for the enrollment of AGENCY fire fighters, and AGENCY will deliver instruction and instructional support in accordance to California community college standards. DISTRICT agrees to pay AGENCY the cost of instructional support equal to One Dollar and Fifty Cents (\$1.50) per qualified training hour. DISTRICT will tabulate the total qualified hours and process payment to AGENCY after each semester.
3. DISTRICT shall ensure class instructor(s) for the Services are qualified as California community college instructors, skills evaluators, or subject matter experts, who meet the minimum qualifications for instruction in the discipline of the course in a California community college (in accordance with Cal. Code Regs., Title 5, § 58058).
4. DISTRICT and AGENCY shall partner to provide classroom equipment and furnish supplies to the extent necessary to carry out the terms of this Instructional Agreement.
5. AGENCY shall retain ownership of all textbooks and any other non-consumable supplies. DISTRICT agrees to waive material fees for participating AGENCY fire fighters enrolled in the Services. AGENCY shall provide all needed materials and training supplies to AGENCY fire fighters enrolled in the Services.

Regional Fire Training Center
1220 Fire Science Lane, Modesto CA 95351 • (209) 548-5706 • Fax: (209) 523-6732
Modesto Jr. College / Yosemite Community College District



435 College Avenue • Modesto, California 95350-5800

mjc.edu

6. AGENCY shall ensure proper records are collected, maintained and submitted to DISTRICT in compliance with record keeping for all open to the public college courses. Permanent records of AGENCY fire fighter attendance, grades, skill achievements, course lesson plans, and skill evaluator records, will be forwarded to DISTRICT. Records will be open for review at all times by Modesto Junior College officials, and submitted on a schedule mutually agreed to in writing by AGENCY and DISTRICT.
7. AGENCY and DISTRICT shall insure that ancillary and support services are provided for AGENCY fire fighters as needed or requested (e.g. Enrollment and Registration, Counseling and Guidance, Assessment, Tutoring, etc.).
8. AGENCY certifies that the Services' instructional activity is not fully funded by other sources in accordance with Assembly Bill 444 (Stats. 1996, Ch. 637 -- effective September 16, 1996; title 5, section 58051.5, amended to include appropriate language to implement California Education Code section 84752. See Legal Opinion O 11-01).
9. AGENCY agrees to pay for all applicable California Fire Marshal courses certifications, and other third party certification costs, for AGENCY fire fighters covered under this Instructional Agreement. DISTRICT shall be responsible for all applicable Modesto Junior College Tuition & Unit enrollment fees and Administration fees (Tuition, Health, Student Center, Benefit, & Rep Fees, Non-Residency, etc.) for DISTRICT students covered under this Instructional Agreement.
10. DISTRICT affirms that procedures are in place by Modesto Junior College to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Faculty covered under this Instructional Agreement, and students, are held to a comparable level of rigor to all courses offered at the college.
11. DISTRICT will generate a report confirming qualified hours and courses completed by each student at the end of each semester, and submit the report to AGENCY.
12. DISTRICT agrees to require that all District staff involved in the provision of the Services to AGENCY, maintain strict confidentiality of all proprietary information, including but not limited to all personal information supplied by AGENCY, as well as all business planning, financial information, trade secrets or other proprietary information, written, oral, acquired, shared, provided, or developed under this Instructional Agreement.
13. It is understood that this Instructional Agreement is by and between independent contractors and is not intended, and shall not be construed, to create the relationship of agent, employer-employee, partnership, joint venture or any other relationship.



14. AGENCY shall be liable for negligent or wrongful acts or omissions of its officers, agents, employees, and volunteers occurring in the performance of this Instructional Agreement. DISTRICT shall be liable for its negligent or wrongful acts or omissions of its officers, agents, employees and volunteers occurring in the performance of this Instructional Agreement. If either party becomes liable for damages caused by such party's negligent or wrongful omissions, the negligent party shall pay such damages without contribution by the other party. AGENCY agrees to indemnify, defend and hold DISTRICT, its officers, agents, employees and volunteers harmless from any and all claims and liabilities arising out of the performance of this Instructional Agreement when such claims and liabilities are caused by the negligent or wrongful acts of AGENCY, its officers, agents, employees or volunteers. DISTRICT agrees to indemnify, defend and hold AGENCY, its officers, agents, employees and volunteers harmless from any and all claims and liabilities arising out of the performance of this Instructional Agreement when such claims and liabilities are caused by the negligent or wrongful acts of DISTRICT, its officers, agents, employees or volunteers.

15. Cancellation/Amendment of Agreement

- 15.1 Each party retains the right to cancel this Instructional Agreement without penalty prior to 14 days of commencement of services.
- 15.2 The terms of this Instructional Agreement may be amended with the written mutual consent of both parties.
- 15.3 Either party may terminate this Instructional Agreement by providing the other party with sixty (60) days' written notice of termination.

16. Any notice or correspondence required by this Instructional Agreement shall be delivered personally or by United States Mail, as follows:

- 16.1 Correspondence to DISTRICT: Ron Cripe, Director
Regional Fire Training Center
Modesto Junior College
1220 Fire Science Lane
Modesto, CA 95351
Office (209) 548-5706
- 16.2 Correspondence to AGENCY: Brian White, Training Chief
Turlock Fire Department
244 N. Broadway
Turlock Ca. 95380
Office (209) 668-5580



435 College Avenue • Modesto, California 95350-5800

mjc.edu

EXECUTED by the parties as of the day and year written below:

By _____

Susan Yeager, Vice Chancellor
Yosemite Community College District

By _____

Robert C. Lawton, City Manager
City of Turlock

Date _____

Date _____



City Council Staff Report

March 12, 2019

From: Ninus C. Amirfar, Chief of Police

Prepared by: Stephen D. Webb, Police Lieutenant

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing an acceptance and allocation of grant funds from the San Joaquin Valley Air Pollution Control District (SJVAPCD) for a total amount of \$73,252 and appropriating said funds to the appropriate revenue and expenditure accounts in Fund 506 "Vehicle Equipment Replacement" program 213 "Police Services"

2. SYNOPSIS:

Authorizing staff to accept an allocation of grant funds from San Joaquin Valley Air Pollution Control District (SJVAPCD) for a grant in the amount of \$73,252 for the purchase of four (4) fully funded 2017 T3 Motion Patroller electric stand up vehicles.

3. DISCUSSION OF ISSUE:

On August 8, 2017, the Turlock City Council authorized the submittal of a grant application from the San Joaquin Valley Air Pollution Control District (SJVAPCD) for the purchase of alternative fuel vehicles. The grant was accepted by SJVAPCD on September 24, 2018, and Turlock Police Department purchased and received the vehicles on November 28, 2018.

Once received, the invoices were paid and reimbursement was requested by the City of Turlock Police Department to the San Joaquin Valley Air Pollution Control District (SJVAPCD) for a total amount of \$73,252. An appropriation of funds is needed into the appropriate revenue and expenditure accounts in Fund 506 "Vehicle Equipment Replacement" program 213 "Police Services" to cover the costs expended by the Police Department.

4. BASIS FOR RECOMMENDATION:

A. Staff is recommending authorization of the grant application based on the expected benefit to the City, Department, and community.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No Fiscal Impact to budget.

There is no match requirement for the grant award.

The four (4) T3 Patroller electric stand up vehicles were purchased wholly through the grant.

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Council could decline authorization for staff to submit an amended grant application.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING AN }
ACCEPTANCE AND ALLOCATION OF GRANT }
FUNDS FROM THE SAN JOAQUIN VALLEY AIR }
POLLUTION CONTROL DISTRICT (SJVAPCD) }
FOR A TOTAL AMOUNT OF \$73,252 AND }
APPROPRIATING SAID FUNDS TO THE }
APPROPRIATE REVENUE AND EXPENDITURE }
ACCOUNTS IN FUND 506 "VEHICLE }
EQUIPMENT REPLACEMENT" PROGRAM 213 }
"POLICE SERVICES" }

RESOLUTION NO. 2019-

WHEREAS, on August 8, 2017, the Turlock City Council authorized the submittal of a grant application to the San Joaquin Valley Air Pollution Control District (SJVAPCD); and

WHEREAS, the grant was accepted by SJVAPCD on September 24, 2018, and the Turlock Police Department received the vehicles on November 28, 2018; and

WHEREAS, upon payment to the company, staff processed the request to SJVAPCD for reimbursement; and

WHEREAS, an appropriation of funds is required to cover the costs expended by the Police Department.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize an acceptance and allocation of grant funds from the San Joaquin Valley Air Pollution Control District (SJVAPCD) for a total amount of \$73,252 and appropriate said funds to the appropriate revenue and expenditure accounts in Fund 506 "Vehicle Equipment Replacement" program 213 "Police Services".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of March, 2019, 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

March 12, 2019



From: Ninus C. Amirfar, Chief of Police

Prepared by: Amanda Fortado, Police Business Unit Supervisor

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting donations made to the City of Turlock Police Department from various donors during the second quarter of Fiscal Year 2018-19 in the amount of \$20,061.94 (monetary donations) and \$27,071.21 (non-monetary donations) utilized in support of the Turlock Police Department's Animal Services, Blue Santa, K9, and General Donations and first quarter of Fiscal Year 2018-19 in the amount of \$820.29 (non-monetary donations) utilized in support of K9

2. SYNOPSIS:

Accepting the second quarter of FY 2018-19 monetary and non-monetary donations and the first quarter of FY 2018-19 for K9.

3. DISCUSSION OF ISSUE:

Through local interactions in the community, crime prevention and volunteer staff have successfully engaged private businesses, service groups, and other local sponsors by creating a sense of community service and interest in supporting crime prevention awareness, volunteers, and animal services.

During the second quarter of FY 2018-19, staff received monetary donations in the amount of \$20,061.94 and various non-monetary donations valued at \$27,071.21 for the Blue Santa, Animal Services, K9 and general donations. Monies and products received through donations are essential in keeping these programs active and assist in offsetting costs to the City of Turlock. The items donated are distributed to the recipient of the applicable programs as determined by the program criteria. Property value of the non-monetary donations is determined based on fair market value and the donors' estimates.

was donated to the Police Department from the Tulare County Sheriff's Department.

4. BASIS FOR RECOMMENDATION:

- A. Pursuant to California Government Code Section 37354, the City Council may accept donations made to the City.
- B. Staff is recommending the monetary and property donations be appropriated for use in support of the City's ongoing crime prevention, community outreach and public safety efforts.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council may choose not to accept these donations.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
DONATIONS MADE TO THE CITY OF }
TURLOCK POLICE DEPARTMENT FROM }
VARIOUS DONORS DURING THE SECOND }
QUARTER OF FISCAL YEAR 2018-19 IN }
THE AMOUNT OF \$20,061.94 (MONETARY }
DONATIONS) AND \$27,071.21 (NON- }
MONETARY DONATIONS) UTILIZED IN }
SUPPORT OF THE TURLOCK POLICE }
DEPARTMENT'S ANIMAL SERVICES, BLUE }
SANTA, K9, AND GENERAL DONATIONS }
AND FIRST QUARTER OF FISCAL YEAR }
2018-19 IN THE AMOUNT OF \$820.29 }
(NON-MONETARY DONATIONS) UTILIZED }
IN SUPPORT OF K9 }

RESOLUTION NO. 2019-

WHEREAS, staff received donations from various donors in the community during the second quarter of FY 2018-19 (Summarized in Attachments A, B, D, and E); and

WHEREAS, staff received donations from various donors in the community for K9 during the first quarter of FY 2018-19 (Summarized in Attachments C); and

WHEREAS, pursuant to the California Government Code Section 37354, the City Council may accept these donations made to the City; and

WHEREAS, these donations will be used to support the current and future needs of the Animal Services, Blue Santa, K9 and other General Donations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept donations made to the City of Turlock Police Department from various donors during the second quarter of Fiscal Year 2018-19 in the amount of \$20,061.94 (monetary donations) and \$27,071.21 (non-monetary donations) utilized in support of the Turlock Police Department's Animal Services, Blue Santa, K9, and General Donations and first quarter of Fiscal Year 2018-19 in the amount of \$820.29 (non-monetary donations) utilized in support of K9.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of March, 2019, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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

Attachment A

Turlock Police Department Donations Animal Services FY 18-19 Quarter 2 (Oct-Dec)					
Amounts Donated				New World Account Number	
Total Cash/Check Value:	\$		264.50	266-20-255-348.37200_000 - Animal Services Donations	
Total Property Value:	\$		382.00		
Total combined Value:	\$		646.50		
Item Donated	Date	Value Monetary	Value Non-Monetary	Donor Name	Donor Address
25LBS DOG FOOD	10/6/2018		\$ 13.00	MARCIE KNAPP	2343 SUMMER GARDEN
18LBS DOG AND CAT FOOD	10/6/2018		\$ 11.00	ANON	
DOG TREATS/PILL POCKETS	10/7/2018		\$ 60.00	CONLIN SUPPLY	576 WARNERVILLE RD OAKDALE
38 LBS DOG & CAT FOOD	10/10/2018		\$ 20.00	ROGER DOOLEY	1873 ALEX WAY
TOWELS	10/12/2018		\$ 50.00	ANON	
TOWELS/BLANKETS	10/13/2018		\$ 100.00	MELANIE MCGLOTTNIN	1020 E LINWOOD
310LBS DOG FOOD/36LBS CAT LITTER	10/18/2018		\$ 291.00	PET SUPPLIES PLUS	
50LBS DOG FOOD	10/18/2018		\$ 25.00	JARROD WINTER	2470 E TUOLUMNE
55 LBS DOG FOOD	10/20/2018		\$ 28.00	DONNA ROZYNSKI	1907 SHADOW PARK
BLANKETS	10/27/2018		\$ 20.00	OLGA PADILLA	1141 PICARD CT
TOYS & BLANKETS	10/28/2018		\$ 60.00	DESTINY JENNINGS	1700 N TULLY RD #E244
Cash	10/31/2018	\$50.00		Julie Burke	2475 Kensington Crt. Turlock CA 95382
Cash	11/5/2018	\$50.00		Wendy Landon	4009 Cooper Penny Crt. Modesto CA
cash	11/3/2018	\$30.00		Mary Lybarger	3939 Central Ave. #147
cash box	11/6/2018	\$79.50		counter donation box	801 S. Walnut
cash	11/15/2018	\$ 25.00		Scott Sevilla	1709 Imshu Crt. Hughson
cash box	11/9/2018	\$ 30.00		Marlene Sarkis	703 E. Springer Dr, Turlock
ANIMAL EXERCISE PEN	11/3/2018		\$ 100.00	GLORIA WEAR	1494 LA SALLE DR
5LBS DOG & CAT FOOD	11/7/2018		\$ 31.50	DIANA BOWMAN	661 HILLSDALE
13LBS CAT FOOD	11/9/2018		\$ 6.50	TAMMY JOHNSON	16908 YVONNE DR DELHI
40LBS DOG FOOD& 2 ORTHOPEDIC DOG BEDS	11/27/2018		\$ 100.00	IGNACIO AVINA	NONE
187LBS DOG FOOD	12/8/2018		\$ 94.00	PAM PENNY	1765 ROCKFORD WAY
TOWELS	12/12/2018		\$ 5.00	PRISCILLA PETERS	1911 EL CAMINO

[illegible]

Attachment B

Turlock Police Department Donations					
Blue Santa FY 18-19					
Quarter 2 (Oct - Dec)					
Amounts Donated				New World Account Number	
Total Cash/Check Value:	\$	19,799.44		266-20-255-351.37200_003 - Blue Santa Donations	
Total Property Value:	\$	26,174.11			
Total combined Value:	\$	45,973.55			
Item Donated	Date	Value Monetary	Value Non-Monetary	Donor Name	Donor Address
CASH	10/6/2018	\$ 26.00		Anonymous	Anonymous
Check	10/31/2018	\$ 100.00		Smith Chevrolet	1601 Auto Mall Dr Turlock Ca 95380
Check	11/1/2018	\$ 500.00		Rotary Club of Turlock	PO BOX 1713 Turlock Ca 95381
Cash	11/1/2018	\$ 15.00		Anonymous	Anonymous
Check	11/8/2018	\$ 100.00		Bill and Ruth White	1400 N Tully Rd Sp 75 Turlock Ca 95380
Check	11/8/2018	\$ 5,000.00		Avalos Mechanical Fabrication	PO BOX 1002 Turlock Ca. 95381
Check	11/8/2018	\$ 500.00		Katie Howser	319 Ross Drive Mill Valley Ca 94941
Check	11/8/2018	\$ 100.00		Allison Cox	4536 Grillos Dr. Turlock Ca 95380
Check	11/12/2018	\$ 500.00		Rosmary Howser	5130 Shoemaker Ave Modesto Ca95358
Check	11/13/2018	\$ 100.00		Tony and Tina Silva	1009 Lexington Drive Modesto Ca 95350
Cash	11/13/2018	\$ 26.67		Anonymous	Anonymous
Check	11/13/2018	\$ 100.00		Phyllis Oosterkamp	5325 Shoemaker Ave Modesto CA 95358
Coupons	11/13/2018		\$ 104.11	The Habit	2671 Countryside Drive Turlock, Ca. 95380
Check	11/15/2018	\$ 1,000.00		Walmart	702 S. W 8th Street Bentonville AR 72716
Check	11/15/2018	\$ 100.00		Ronald Hillberg	630 Crane Ave Suite C Turlock, Ca. 95380
Check	11/15/2018	\$ 150.00		Dawn and Gary Mallory	1404 Dancer Way Turlock, Ca 95382
Cash	11/20/2018	\$ 63.38		Anonymous	
Check	11/20/2018	\$ 150.00		P Hoex	3141 Paseo Entrada Turlock. Ca 95382
Check	11/20/2018	\$ 3,000.00		TAPO	244 N. Broadway Ave Turlock, Ca 95380
Cash	11/20/2018	\$ 20.00		Anonymous	
Check	11/20/2018	\$ 350.00		Turlock City Tow	1308 W. Linwood Ave Turlock, CA 95380
Check	11/20/2018	\$ 100.00		Woods Furniture	4918 Taylor Court Turlock, CA 95382
Check	11/20/2018	\$ 500.00		Turlock Sunrise Rotary Foundation	415 Mitchell Ave Turlock, CA 95380
Check	11/20/2018	\$ 500.00		TMAPS	244 N. Broadway Ave Turlock, Ca 95380
Check	11/20/2018	\$ 300.00		Brianne and Trevor Fairley	5163 Felicia Ave Livermore CA 94550
Check	11/20/2018	\$ 75.00		R Kurtzer	2233 Tuscan Circle Livermore, CA 94550
Check	11/20/2018	\$ 200.00		Dara Lopes	2442 Alta Vista Street Turlock, CA 95382
Check	11/20/2018	\$ 36.00		Dara Lopes	2442 Alta Vista Street Turlock, CA 95382

Check	11/27/2018	\$ 100.00		Linda Moran	557 Oakshire Ave Modesto CA 95354
Check	11/27/2018	\$ 200.00		Kiwanis Club of Greater Turlock	PO BOX 2834 Turlock, CA 95381
Check	11/27/2018	\$ 50.00		Betty Ray	712 E. Main Street Turlock, CA 95380
Check	11/27/2018	\$ 41.00		Fin Johnson	7003 River Run Drive Chattanooga, TN 37416
Check	11/27/2018	\$ 500.00		Pam Franco	3662 Heirloom Court Turlock, CA 95382
Check	11/27/2018	\$ 65.00		Pam Franco	3662 Heirloom Court Turlock, CA 95382
Check	11/27/2018	\$ 36.00		Annette Torres-Sandoval	721 E. 21st St Merced CA 95340
Check	11/27/2018	\$ 50.00		C.M. Wolterstroff	1928 Kienitz Ave Modesto CA 95355
Cash	11/27/2018	\$ 13.00		Chris Moreno	3075 N. Tegner Road Turlock, CA 95380
Cash	11/28/2018	\$ 99.80		Anonymous	
Check	11/30/2018	\$ 100.00		Garton Tractor, Inc.	2400 N. Golden State Blvd. PO Box 1849 Turlock, CA 95381
Check	11/30/2018	\$ 100.00		Sahota CPA, Inc.	858 Geer Rd. Turlock, CA 95380
Check	11/30/2018	\$ 300.00		Anderson Tow Service	2040 Rockefeller Dr. Ceres, CA 95307
Check	11/30/2018	\$ 100.00		Kathy and Walter Backeroff	1101 Kinglet Ln. Patterson, CA 95363
Cash	11/30/2018	\$ 20.00		Anonymous	
Check	11/30/2018	\$ 35.00		The UPS Store #4445	3220 W. Monte Vista Ave Turlock, CA 95380
Check	11/30/2018	\$ 100.00		Turlock 1210 Loin's Club	1400 N. Tully Road Spc. 99 Turlock CA, 95380
CASH	12/4/2018	\$ 130.00		Anonymous	
Check	12/4/2018	\$ 130.00		Romelia Wiley	2100 Cumberland Drive Turlock, CA 95382
Check	12/4/2018	\$ 66.00		Rosemary Howser	5130 Shoemake Ave Modesto Ca 95358
Check	12/4/2018	\$ 66.00		Erika Grace	20487 W. Sapphire Court Hilmar, Ca 95324
Check	12/4/2018	\$ 30.00		Mary Sousa	20453 Third Street Hilmar, CA 95324
Check	12/4/2018	\$ 50.00		Brenda McHenry	220 Pheasant Run Drive Copperopolis CA 95228
Check	12/4/2018	\$ 150.00		Cheryl Perrien	729 N. Broadway Turlock, CA 95380
Cash	12/4/2018	\$ 36.00		Anonymous	
CASH	12/4/2018	\$ 81.00		Anonymous	
Check	12/7/2018	\$ 50.00		Monica Silva	PO BOX 3458 Turlock, CA 95381
Cash	12/11/2018	\$ 455.00		Anonymous	
Check	12/11/2018	\$ 12.00		Nancy Bernardo	4207 Motif Court Turlock, CA 95382
Check	12/11/2018	\$ 20.00		Mary Sousa	20453 Third Street Hilmar, CA 95324
Check	12/11/2018	\$ 12.00		Jason Hopson	640 Curran Drive Waterford, CA 95386
Check	12/11/2018	\$ 60.00		Cheryl Perrien	729 N. Broadway Turlock, CA 95380
Check	12/11/2018	\$ 56.00		Gina Giovacchini	2050 Bishop Street Stockton, CA 95205
Check	12/11/2018	\$ 36.00		Jamie Echandi-Smith	232 Aura Court Waterford, CA 95386
Check	12/11/2018	\$ 20.00		Deanna Shaw	9543 Macadamia Ln Ceres, CA 95307
Check	12/11/2018	\$ 36.00		Dara Lopes	2442 Alta Vista Street Turlock, CA 95382
Cash	12/11/2018	\$ 273.67		Anonymous	

Check	12/12/2018	\$ 15.00		Janet Deal	2500 Hogan Drive Turlock, Ca 95382
Check	12/12/2018	\$ 100.00		Joel Place	1900 Clemson Court Turlock, Ca 95382
Check	12/12/2018	\$ 100.00		Petersen Electric	2120 Divanian Drive Turlock, Ca 95382
Check	12/12/2018	\$ 250.00		Hilmar Cheese Company	8901 North Lander Turlock, Ca 95324
Cash	12/18/2018	\$ 20.00		Anonymous	
Check	12/18/2018	\$ 36.00		Dara Lopes	2442 Alta Vista Street Turlock, CA 95382
Cash	12/18/2018	\$ 40.00		Anonymous	
Check	12/18/2018	\$ 36.00		Cheryl Perrien	729 N. Broadway Turlock, CA 95380
Cash	12/19/2018	\$ 36.00		Anonymous	
Cash	12/19/2018	\$ 4.00		Anonymous	
Check	12/20/2018	\$ 36.00		Tim Redd	PO BOX 2417 Oakdale, CA 95361
Cash	12/20/2018	\$ 130.00		Anonymous	
Check	12/20/2018	\$ 72.00		Myers Towing Inc	PO BOX 1066 Denair, CA 95316
Check	12/20/2018	\$ 20.00		Nayeli DeLeon	980 Lavon New Ln Turlock, Ca 95380
Cash	12/20/2018	\$ 162.00		Anonymous	
Check	12/20/2018	\$ 100.00		Mary Volk	1175 Daubenberger Rd Turlock Ca 95380
Check	12/20/2018	\$ 56.00		Nancy Bernardo	4207 Motif Court Turlock, CA 95382
Check	12/20/2018	\$ 72.00		Rosemary Howser	5130 Shoemaker Ave Modesto Ca95358
Cash	12/20/2018	\$ 327.63		Anonymous	
Check	12/20/2018	\$ 20.00		Stacy Watson	4707 Mccualy Ave Denair 95316
Cash	12/20/2018	\$ 148.98		Anonymous	
Check	12/8/2018	\$ 100.00		Mary Volk	1175 Daubenberger Road Turlock, CA 95380
Check	12/21/2018	\$ 56.00		Nancy Bernardo	4207 Motif Court Turlock, CA 95382
Check	12/21/2018	\$ 72.00		Rosemary Howser	5130 Shoemaker Ave Modesto Ca95358
Cash	12/20/2018	\$ 327.63		Anonymous	
Check	12/22/2018	\$ 20.00		Stacy Watson	4707 McCualy Ave Denair, CA 95316
Cash	12/20/2018	\$ 149.68		Anonymous	
Toys	12/20/2018		\$ 3,065.00	Anonymous	
Wrapping Paper	12/20/2018		\$ 15.00	Rosemary Howser	5130 Shoemaker Ave Modesto Ca95358
Candy	12/20/2018		\$ 220.00	Walnut Elem. PTA	
Gift Card	12/20/2018		\$ 25.00	Costco	
Gift Card	12/20/2018		\$ 200.00	Wal-Mart	Fulkerth Rd
Toys	12/20/2018		\$ 25.00	Sherry Huskey	244 N. Broadway Ave Turlock, Ca 95380
Gift Card	12/20/2018		\$ 50.00	Food Max	
Toys	12/20/2018		\$ 50.00	Rosemary Howser	5130 Shoemaker Ave Modesto Ca95358
Wrapping Paper	12/20/2018		\$ 40.00	Anonymous	
Toys	12/20/2018		\$ 25.00	Tracotor Supply	

Coupons	12/20/2018		\$ 200.00	Wal-Mart	Fulkerth Rd
Tooth Brushes/Tooth Paste	12/20/2018		\$ 195.00	First Step Dental	
Gift Card	12/20/2018		\$ 200.00	Target	
Toys	12/20/2018		\$ 3,000.00	Wondertreats	
Bike	12/20/2018		\$ 60.00	Gil Esquer	156 S. Broadway Turlock, Ca 95380
Toys	12/20/2018		\$ 835.00	Gavin Tanner	344 Wayside Dr Turlock, Ca 95380
Toys	12/20/2018		\$ 320.00	Target	
Toys	12/20/2018		\$ 3,600.00	N&S Tractor	
Toys	12/20/2018		\$ 80.00	Anonymous	
Wrapping Paper	12/20/2018		\$ 620.00	Anonymous	
Cookies	12/20/2018		\$ 560.00	Sunrise Bakery	
Toys	12/20/2018		\$ 1,030.00	Gloria Dominguez	1903 Erin Way Turlock, Ca 95380
Toys	12/20/2018		\$ 130.00	Grace Family	
Toys	12/20/2018		\$ 175.00	Tractor Supply	
Wrapping Paper	12/20/2018		\$ 30.00	Paramount Senior Living	
Towels	12/20/2018		\$ 150.00	Trevor Fairley	
Toys	12/20/2018		\$ 210.00	Gina/Micasa	
Bed	12/20/2018		\$ 250.00	Erika Grace	
Toys	12/20/2018		\$ 100.00	Letters from Santa	
Wrapping Paper	12/20/2018		\$ 60.00	Rosemary Howser	5130 Shoemake Ave Modesto Ca95358
Jackets	12/20/2018		\$ 200.00	Gloria Dominguez	1903 Erin Way Turlock, Ca 95380
Hotel Stay	12/20/2018		\$ 220.00	Anonymous	
Food	12/20/2018		\$ 100.00	Anonymous	
Wrapping Paper	12/20/2018		\$ 250.00	Anonymous	
Family Sponsor/Property	12/20/2018		\$ 210.00	Miguel Pacheco	244 N. Broadway Ave Turlock, Ca 95380
Family Sponsor/Property	12/20/2018		\$ 450.00	Lori Dorepaal	
Family Sponsor/Property	12/20/2018		\$ 700.00	Dianna Demetrullias	
Family Sponsor/Property	12/20/2018		\$ 1,085.00	Sierra Carter	
Family Sponsor/Property	12/20/2018		\$ 1,265.00	Mary Avalos	
Family Sponsor/Property	12/20/2018		\$ 75.00	Lisette Camacho	
Family Sponsor/Property	12/20/2018		\$ 700.00	Chris Martin	
Family Sponsor/Property	12/20/2019		\$ 240.00	Diana Ericksen	
Family Sponsor/Property	12/20/2018		\$ 411.00	A Team Patrol	
Family Sponsor/Property	12/20/2018		\$ 930.00	Turlock Journal	
Family Sponsor/Property	12/20/2018		\$ 572.00	Andrew Lobue	
Family Sponsor/Property	12/20/2018		\$ 600.00	Moitoso/Travis	
Family Sponsor/Property	12/20/2018		\$ 516.00	Jason and Stacey Watson	244 N. Broadway Ave Turlock, Ca 95380

Family Sponsor/Property	12/20/2018		\$ 125.00	Vanessa E.	
Family Sponsor/Property	12/20/2018		\$ 487.00	Rowena Ballard	
Family Sponsor/Property	12/20/2018		\$ 564.00	Borba	
Family Sponsor/Property	12/20/2018		\$ 250.00	Mi Casa	
Family Sponsor/Property	12/20/2018		\$ 600.00	Monica Burgess	

Attachment C

Turlock Police Department Donations					
K9 FY 2018/2019					
Quarter 1 (Jul-Sep)					
Amounts Donated				New World Account Number	
Total Cash/Check Value:	\$			266-20-255-346.37200_000 - K9 Donations	
Total Property Value:	\$	820.29			
Total combined Value:	\$	820.29			
Item Donated	Date	Value Monetary	Value Non-Monetary	Donor Name	Donor Address
Dog food (27.5lbs)	7/17/2018		\$ 89.53	Monte Vista Small Animal Hospital	901 E. MONTE VISTA VE, TURLOCK
Dog food (27.5lbs)	7/18/2018		\$ 89.53	Monte Vista Small Animal Hospital	901 E. MONTE VISTA VE, TURLOCK
K9 Vehicle Transport Cage	8/27/2018		\$ 500.00	Richard Lamb, Tulare County	14097 Ave 256, Visalia Ca 93292
Dog food (27.5lbs)	8/29/2018		\$ 82.99	Monte Vista Small Animal Hospital	901 E. MONTE VISTA VE, TURLOCK
Dog food (17.6lbs)	8/30/2018		\$ 58.24	Monte Vista Small Animal Hospital	901 E. MONTE VISTA VE, TURLOCK

[illegible][illegible]

[illegible]

City Council Staff Report

March 12, 2019



From: Nathan Bray P.E.
Interim Director of Development Services/City Engineer

Prepared by: Katie Quintero, Principal Planner

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Resolution: Certifying the Addendum to the Mitigated Negative Declaration for the East Tuolumne Master Plan

Resolution: Adopting General Plan Amendment 2018-01 (East Tuolumne Master Plan) amending the East Tuolumne Master Plan

2. SYNOPSIS:

Making a CEQA determination and adopting an amendment to the Public Facilities and Services component of the East Tuolumne Master Plan.

3. DISCUSSION OF ISSUE:

In 2005, the City Council adopted the East Tuolumne Master Plan and approved the pre-zoning and annexation of the approximately 100 acres in the plan area. The ETMP designated all of the properties in the Master Plan area as Very Low Density Residential allowing for single-family development at a maximum density of three (3) dwelling units per acre.

In 2006, a Planned Development and subdivision map was approved by City Council for parcel 073-013-004 to allow the creation of 40 residential lots. A subdivision map was also approved in 2006 for APN 073-013-003 which allowed for the subdivision of the approximately 40.76 acre parcel into 83 single-family residential lots.

In 2014, an Amendment to the ETMP was adopted to re-designate two of the parcels in the Master Plan area from Residential Estate to Low Density Residential to allow the properties to develop at a density of 3-4 units per acres instead of the

maximum density of three units per acre. This increased the number of residential lots for APN 073-013-004, from the previously approved 40 lots to approximately 60 lots and increased the number of residential lots from 83 to 129 for APN 073-013-003, for an overall increase of approximately 69 lots between the two (2) parcels. The other parcels in the Master Plan were not re-designated and remain zoned Residential Estate.

After the approval of the Master Plan Amendment, subdivision maps were approved for APN 073-013-004 and 003 in 2015. In 2018, three (3) year time extensions were approved for the two (2) subdivision maps.

PROJECT SUMMARY

Location

The ETMP is a 100 acre area comprised of eight (8) properties located at the City's eastern edge generally along East Tuolumne Road between North Quincy and North Waring Roads. The site adjoins the Southern Belle Estates approved by the Planning Commission in March 2003. To the south of the project site are single-family homes. To the north and east are rural residential and agricultural lands.

Project Request

The City has partnered with the applicant to bring forward this proposed amendment to the Master Plan Storm component. This amendment proposes to update the storm water component of the Master Plan to allow for the installation of retention basins in accordance with City standards which will percolate the storm water in lieu of detention basins connected to the City storm system through Master Plan improvements. Additional language is also proposed which would grant the City Engineer discretion to make modifications to the proposed infrastructure plans if evidence can be provided to show variations in the proposed infrastructure meet the intent of the conceptual plans shown in the Master Plan.

Analysis

Since the early 1990s, the City of Turlock has used Master Plans to manage growth and ensure that City services, public investment, and infrastructure can keep pace with development while still maintaining high standards for the existing urban area. This strategy has resulted in attractive neighborhoods, complete infrastructure, and well maintained new roads and public facilities. Master Plans address land use, circulation, housing, open space, infrastructure, public facilities and public services consistent with the General Plan. The East Tuolumne Master Plan, originally adopted in 2005 is comprised of all of these components. This amendment will modify the conceptual storm plans in the adopted Master Plan.

The current detention basin design in the Master Plan is intended to have all storm water in the area collected by catch basins in the streets and then directed into pipes within the roadways. If there is adequate capacity within the downstream

pipes the storm water is then directed through pipes into the City's overall storm drain system. Due to the limited capacity of the City's existing storm system and to maintain water quality within the San Joaquin River, the City of Turlock requires all projects to provide on-site detention facilities. If capacity is not available in the downstream pipes, the storm water is stored within the basin until downstream pipes regain capacity and the water in the detention basin can be released into the City's system.

The current Master Plan Storm component includes three (3) detention basins serving three (3) regions of the plan area and additional infrastructure to connect each basin to the City's system. The number of basins within the Master Plan area may change based upon how development of the Master Plan area actually occurs. The basin shown in area "B" actually serves two separate/independent subdivisions but has been combined by the developers through design continuity to make the best use of the basin area.

The proposed amendment will allow for changes to the design of the Master Plan Storm component infrastructure. The amended conceptual design would still have the storm water collected in catch basins in the streets and would still convey the water to the storm basins. In lieu of detention basins, developers could utilize retention basins which would not require connection to the City's overall storm system. As a result, the infrastructure required to connect the basin to the City system would not be necessary. Instead of the storm water being released into the City's system the water would remain in the retention basin and would percolate back into the ground.

French drain systems would be installed within the basin to facilitate percolation at the rate required by City Standards and the General Plan. The applicant will have to provide engineered calculation to show the basin can achieve the required rate of percolation to ensure the basin does not become a nuisance with standing water, promoting the propagation of vectors. This modification will allow for ground water recharge at the source. The assessment district formed for the area will include the costs to maintain the French Drains and the basins to ensure the long-term viability of the system. The option to install storm infrastructure to connect to the City's overall system will remain in the Master Plan in case the necessary percolation rate cannot be achieved.

General language will also be added to the public facilities and services section of the Master Plan to give the City Engineer the discretion to make modifications to the infrastructure design in the Master Plan if calculations are provided by the applicant to show modifications in the infrastructure are feasible or necessary. The public facilities and services plans within the Master Plan are conceptual and may require refinement. The addition of this language helps to further clarify that the City Engineer has discretion to make modifications to the infrastructure plans as long as the intentions of the Master Plan are met.

The original Master Plan document is available on the City of Turlock's webpage at <http://cityofturlock.org/citydepartments/developmentservices/planning/masterspecificplansdesignguidelines/easttuolumnemasterplan.asp> if you wish to view the entire original Master Plan document. The amended sections of the Master Plan document are provided as Attachment No.1 to this staff report, the full document is attached to the Resolution adopting the General Plan Amendment.

General Plan Consistency

The General Plan is intended to be a dynamic document. Master Plans are an implementing tool of the General Plan. When processing a General Plan Amendment it is important to analyze the guiding and implementing policies of the General Plan to determine if the amendment is consistent with the goals of the General Plan. Below is an analysis of General Plan Policies in relation to the proposed East Tuolumne Master Plan Amendment.

General Plan Policy 3.3-o Optimize Groundwater Recharge. Establish requirements for appropriate BMPs in site planning of new development, so that natural drainage systems or groundwater recharge features are incorporated into developments.

General Plan Policy 6.4-f On-site storm water management. Facilitate groundwater recharged and natural hydrological processes by allowing storm water to infiltrate the ground on-site and/or be collected for reuse in landscaping. Any on-site storm water drainage facilities must be designed to drain fully within 72 hours...

These General Plan policies support the proposed changes to allow for the installation of a retention basin which can percolate the storm water back into the ground in lieu of connecting the basins to the City system. This option will allow for ground water recharge closer to the area the storm water is collected and still achieves the Master Plan requirement of addressing storm water runoff generated by development of the area.

Public Facilities Financing - Plan Area Fee

The fee program already adopted for the East Tuolumne Master Plan will be updated to be consistent with the amended Master Plan. If infrastructure projects are no longer needed to serve the Master Plan area, such as the installation of the storm lines, they will be removed from the fee program if they were identified as Master Plan projects and the plan area fee will be adjusted accordingly.

ENVIRONMENTAL REVIEW

On September 9, 2014, a "Mitigated Negative Declaration" was prepared and posted with the Stanislaus County Clerk, stating that the mitigation measures

proposed for the development would reduce any impacts to a less-than-significant level. Mitigation measures have been incorporated into the project as conditions of approval. The Addendum attached to this staff report has been prepared explaining why staff believes there are no substantial changes in the project, its potential impacts, or the conditions under which the project was previously evaluated that would have required preparation of a new environmental document. Staff has concluded that, while the trip generation analysis for the project shows a slight increase in traffic in the subarea where the re-designations would be made, the difference in projected traffic is not statistically significant from the earlier analysis; therefore, staff has concluded there are no additional impacts; therefore, no mitigation measures are required to approve the project.

CONCLUSION

At their January 17, 2019 meeting, the Planning Commission voted unanimously to recommend the City Council adopt the amended ETMP. A percolation study has been submitted to demonstrate the basin in area "A" can achieve the required percolation rate. This amendment will give the properties in the Master Plan two options for handling the storm water runoff generated within their developments. This amendment meets the intent of the East Tuolumne Master Plan Public Facilities and Services Section as well as the intent of the General Plan.

4. BASIS FOR RECOMMENDATION:

- A. On January 17, 2019, the Planning Commission voted unanimously to recommend the City Council certify the environmental documents and adopt the proposed changes to the East Tuolumne Master Plan.

5. FISCAL IMPACT / BUDGET AMENDMENT:

None

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

The latest environmental document for the East Tuolumne Master Plan is the Mitigated Negative Declaration adopted on December 9, 2014 in support of an update to the Plan. The Addendum attached to this staff report has been prepared explaining why staff believes there are no substantial changes in the project, its potential impacts, or the conditions under which the project was previously evaluated that would have required preparation of a new environmental document.

Staff has concluded there are no additional impacts; therefore, no mitigation measures are required to approve the project.

8. ALTERNATIVES:

- A. Council could choose to deny the amendment to the Master Plan. Staff does not recommend this alternative because the proposed changes to the Master Plan are consistent with the General Plan and meet the intent of the Master Plan infrastructure requirements.

Chapter 4 - Public Facilities and Services

4.1 Public Facilities

The Public Facilities Chapter intends to provide information regarding backbone infrastructure required to service future development within the Master Plan area. In addition, this chapter will identify how the project will be served by the City's fire and police services in accordance with the City's General Plan.

Due to the conceptual nature of the Master Plan document, the following infrastructure plans are intended to be conceptual in nature. Although the general location of infrastructure improvements will be required to be consistent with the Master Plan, additional infrastructure improvements and minor deviations from the conceptual plan may be necessary depending on right-of-way acquisition and the final design of projects within the Master Plan area. The actual size and location for all utilities will be determined by the Tentative Map and will be subject to review and approval of the City of Turlock Development Services and Municipal Services Divisions. The City Engineer has discretion to make modification to the infrastructure plans if the modification still meet the intent of the Master Plan.

Infrastructure improvements will be subject to current City impact fees and connection fees as determined by the Development Services Department and Municipal Services Departments at the time of Tentative Map approval. Some improvements, including oversized pipes that serve the greater community, may be eligible for reimbursement by the City through the City's Capital Improvement Fund.

4.2 Water

The City of Turlock will provide potable water to future residences within the Master Plan area. The City's current water system consists of domestic wells and a series of looped pipes. The City will also study the use of surface water to provide potable water. The Master Plan area's backbone infrastructure will consist of a series of pipes, ranging from 8-inches to 24-inches, that connect to the City's existing water system and allow for a future connection when a surface water supply is

established.

Figure 4-1 on the following page illustrates the conceptual water system for the Master Plan area.

Backbone water infrastructure will be located in North Waring Road, East Tuolumne Road, Quincy Road and Monte Vista Avenue. A main line, consisting of 24-inch pipe, will be installed in Monte Vista Avenue and will connect to a new 16-inch pipe that will be installed in North Quincy Road. The lines in Monte Vista and North Quincy are oversized to provide a future connection to the City's future surface water supply. The difference in cost between this 24-inch pipe and the 12-inch pipe that would normally be needed to serve the project is eligible for reimbursement by the City. An existing 10-inch pipe located in East Tuolumne Road will be extended east to connect to the 12-inch water lines that will be installed in North Waring Road. The pipelines on East Tuolumne Road, and Quincy Road will provide connection points for future pipes within the new roadways of each neighborhood.

The actual alignment of project specific water distribution pipes will be determined by the alignment of future roadways. Figure 4-1 illustrates a conceptual water system consistent with the conceptual circulation plan shown in Figure 2-1, however these alignments may be modified to be consistent with future tentative map proposals. The conceptual system as shown, will consist of 10-inch pipes and 8-inch pipes installed in the streets. Additional connections to the existing water system will be required to loop the water system as shown in North Daubenberger Road.

The City has indicated a possible need for a future domestic well to serve this portion of the City. Although the actual location of this future well has not been determined, the Master Plan area has been identified as one possible location. The Conceptual Water Plan assumes that this well will be located on an alternate site, however, future development may be required to dedicate land for this purpose.

Chapter 4 - Public Facilities and Services

4.3 Sewer

The City of Turlock provides sewer service throughout the City. Sewer service includes collection, transmission and treatment of wastewater through a series of gravity trunk lines and a wastewater treatment plant. This system will be expanded to include the Master Plan area.

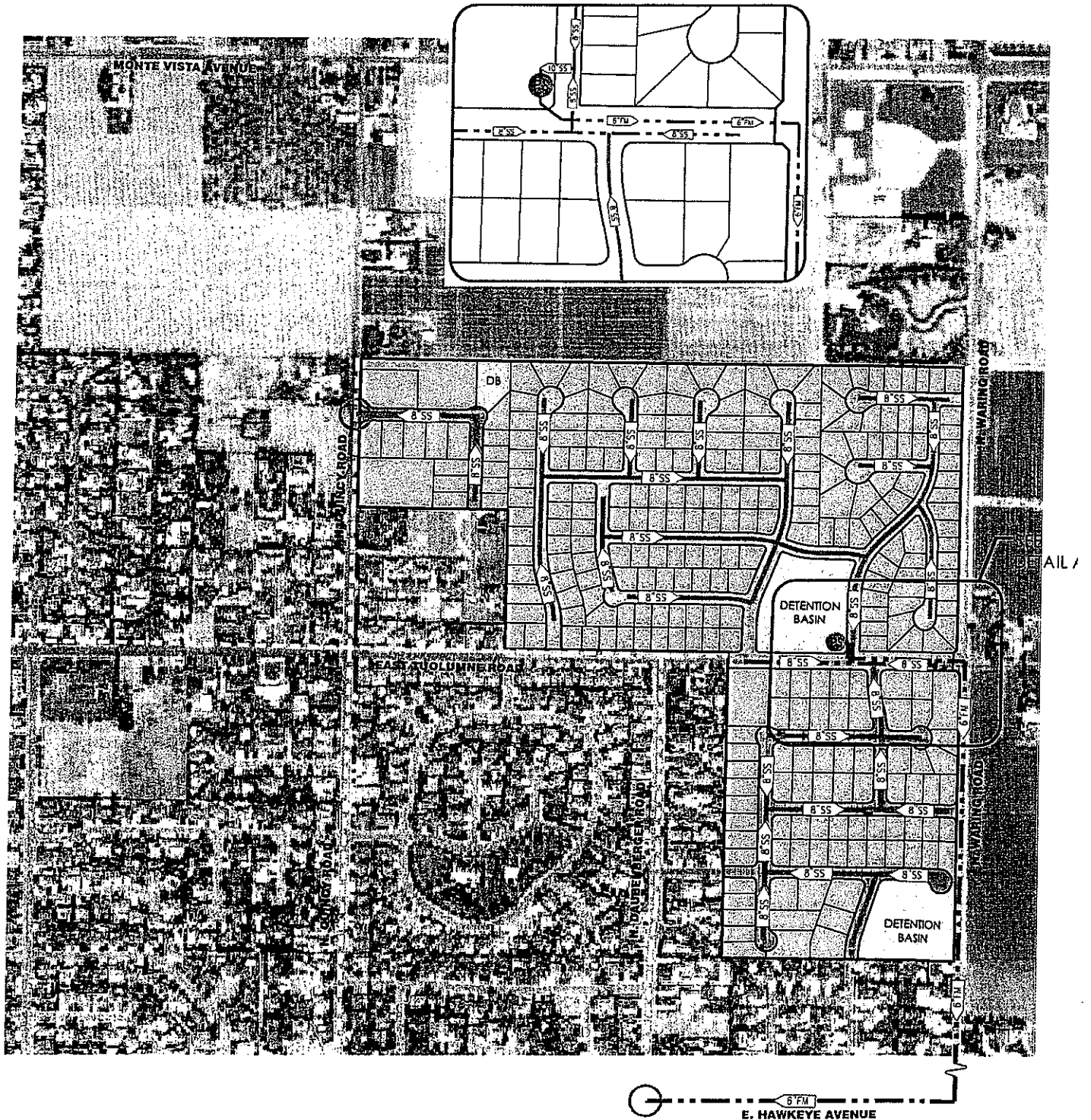
The conceptual sewer plan is shown as Figure 4-2 on the following page. The smaller parcels in the northwest corner of the Master Plan area will be served by a system of pipes that tie directly into an existing main in North Quincy Road. The remaining northerly portion of the Master Plan area will be served by a series of pipes that direct wastewater south to an 8-inch main line in East Tuolumne Road and then east into an 6-inch force main in North Waring Road. A pump station will be installed on the north side of East Tuolumne Road, near the detention basin.

The southerly portion of the master plan area will be served by a series of pipes that direct water to a 8-inch line on East Tuolumne Road which leads to the same 6-inch force main in North Waring Road.

A 6-inch force main will be installed in North Waring Road and it will be extended west down East Hawkeye Avenue to North Daubenburger Road, where it will tie into the existing sewer system.

DETAIL A

Not To Scale



SANITARY SEWER PLAN LEGEND

- Existing Sewer System
- Project Sewer System
- Master Plan Sewer System
- Connections to Existing Sewer System
- Pump Station

Figure 4-2
Conceptual
Sanitary Sewer Plan

Chapter 4 - Public Facilities and Services

4.4 Storm Water

The City's existing storm water system consists of a series of pipes and detention basins that ultimately release storm water into the San Joaquin River. Catch basins located in streets collect storm water and direct it into pipes within roadways. If the downstream pipes have adequate capacity, this water is then directed through pipes into the overall City storm drain system. In the event of a large storm, however, downstream pipes may not have enough capacity and water is then directed to detention areas by use of a flow control structure. This prevents the downstream system from becoming overwhelmed by upstream runoff. Once downstream pipes regain capacity, the flow control structure is opened and storm water in detention areas is gradually released into the overall City storm drain system.

Due to limited capacity of the City's existing system, Phase II Small MS4 requirements, and to maintain water quality within the San Joaquin River, the City of Turlock requires all projects to provide on-site detention facilities capable of storing storm water equal to a 3-inch depth over the entire project site or the Stanislaus County minimum of 2.67". Based on these requirements, the development within the Master Plan area will need to provide detention facilities capable of storing approximately 15 AF of storm water, meeting the design guidelines of the General Plan. The actual size and location of these detention facilities will be determined during the Tentative Map process. The location of detention facilities will depend largely upon the ultimate design of each neighborhood and the availability of land available for detention facilities. Detention facilities may include one large basin that serves the entire area or may consist of smaller basins that serve individual development areas. The areas can also choose to size the basins to fully retain all of the storm water. If it can be shown that full retention is possible then the installation of the storm infrastructure beyond what is necessary for

on-site retention will not be required.

Figure 4-3 demonstrates a Conceptual Storm Water System Plan consistent with the Conceptual Circulation Plan. The Conceptual Plan assumes that each area will develop separately. The Conceptual Storm Water System Plan shows 3 separate detention areas, one for each major development area within in the Master Plan area.

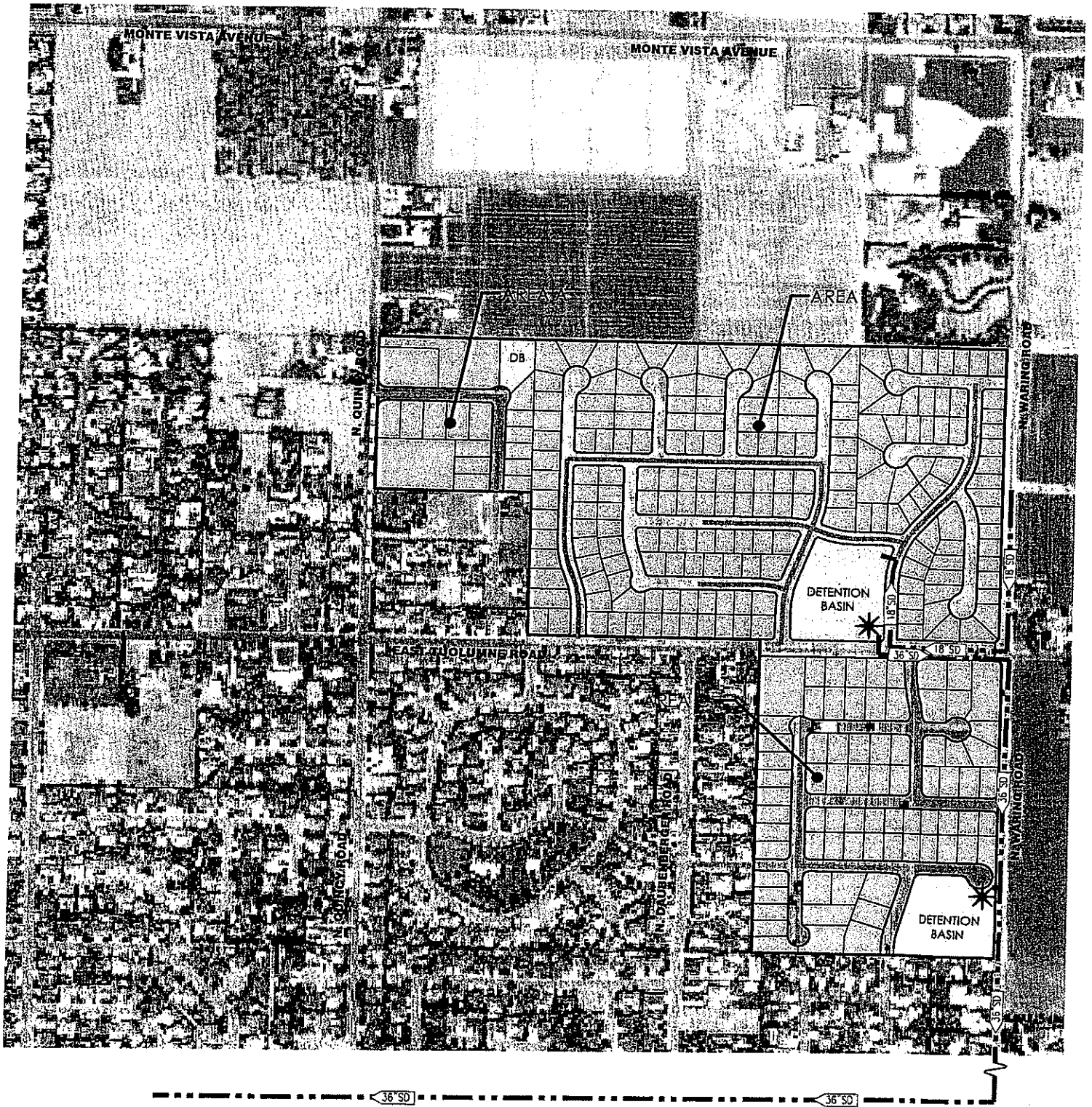
Area A

Area A consists of the smaller parcels in the northwest corner of the Master Plan area. Storm drain pipes convey water north to a small detention area. When downstream pipes have sufficient capacity, storm water can then be released into the City's existing storm drain system in North Quincy Road, or the basin can be designed to retain all of the storm water for the area. Alternatively, the detention area may be designed as a retention basin to retain all of the storm water for the area, subject to approval by the City Engineer.

Area B

Area B contains most of the Northerly Master Plan development area. Storm drain pipes convey water to a large detention area near the center of the area. When downstream pipes have sufficient capacity, storm water can then be released into a 36 inch storm drain pipe in East Tuolumne Road which will turn south in North Waring Road and feed into a 36-inch storm drain pipe. The 36-inch storm drain pipe will continue south in North Waring Road, turn west in East Hawkeye Avenue and connect to the City's existing storm drain system in East Hawkeye Avenue. Alternatively, the detention area, may be designed as a retention basin to retain all of the storm water for the area, subject to approval by the City Engineer.

Area C



STORM DRAIN PLAN LEGEND





-  Existing Storm Drain
-  Project Storm Drain
-  Master Plan Storm Drain
-  Detention Basin (DB) w/ Control Structure

Figure 4-3
Conceptual
Storm Drain Plan

Chapter 4 - Public Facilities and Services

Area C includes all portions of the Master Plan area south of East Tuolumne Road. Storm drain pipes will convey water to a detention area in the southeast corner of the site. When downstream pipes have sufficient capacity, storm water can then be released into a 36-inch storm drain pipe in North Waring Road. The 36-inch storm drain pipe will continue south in North Waring Road, turn west in East Hawkeye Avenue and connect to the City's existing storm drain system in East Hawkeye Avenue. Alternatively, the detention area may be designed as a retention basin to retain all of the storm water for the area, subject to approval by the City Engineer.

4.5 Police Service

The City of Turlock Police Department provides emergency response, traffic control, animal control, crime prevention and crime investigation as part of its law enforcement program. This area is in the City of Turlock Police Department service area.

The design of future Master Plan neighborhoods should be designed to provide a safe environment with easy access and visibility for police patrolling. To achieve this end, the Master Plan encourages walkways be located along roadways and prohibits these facilities to occur in areas behind homes where they are not easily visible to neighbors and police.

4.6 Fire Service

The City of Turlock Fire Department responds to medical emergencies, fires, hazardous materials spills, public assistance and other emergency calls while managing various operational programs including emergency vehicle management, emergency equipment management, pre-fire planning and facility operations. The Turlock Fire Department also provides fire prevention services and employee training services.

The Turlock Fire Department operates four stations

within the City. Each station operates 24 hours a day, 7 days a week.

The City of Turlock Fire Department provides fire protection services to the Master Plan area. Fire Station Number Three, located on East Monte Vista Avenue is the nearest station to the Master Plan area and is located approximately 1.87 miles away. The City of Turlock Fire department considers 3.5 minutes a reasonable response time to respond to fire emergencies in the City. The Master Plan area is located just outside of this response time; therefore the Fire Marshall may require future development within the Master Plan area to provide appropriate mitigation.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF CERTIFYING THE
ADDENDUM TO THE MITIGATED NEGATIVE
DECLARATION FOR THE EAST TUOLUMNE
MASTER PLAN**

}
}
}
}
}

RESOLUTION NO. 2019-

WHEREAS, the amendment to the East Tuolumne Master Plan (ETMP) constitutes a project as defined under the California Environmental Quality Act (CEQA) and the Guidelines for Implementation of the California Environmental Quality Act (CEQA Guidelines); and

WHEREAS, the Mitigated Negative Declaration (SCH #2014062068) attached hereto as Attachment A was prepared pursuant to the California Environmental Quality Act (CEQA; PRC Section 21000 et seq.) to analyze the environmental effects of the project; and

WHEREAS, the Turlock City Council adopted the Mitigated Negative Declaration for the East Tuolumne Master Plan on December 9, 2014; and

WHEREAS, whereas minor changes, deletions, and additions have been made to the project described in the Mitigated Negative Declaration for the East Tuolumne Master Plan and Section 15162 of the California Environmental Quality Act Guidelines requires the preparation of a subsequent negative declaration if the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous negative declaration was certified as complete, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous negative declaration;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous negative declaration would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative; and

WHEREAS, Section 15164 of the California Environmental Quality Act Guidelines requires the lead agency prepare an addendum to a previously adopted negative declaration if some changes or additions to the project are necessary but none of the conditions described in Section 15162 have occurred; and

WHEREAS, the Planning Commission of the City of Turlock unanimously certified the Addendum to the Mitigated Negative Declaration for the East Tuolumne Master Plan at its regular meeting held on January 17, 2019; and

WHEREAS, the California Environmental Quality Act (CEQA) requires that, in the consideration of a project for which a negative declaration has been prepared, the City Council has reviewed and considered the Mitigated Negative Declaration and its Addendum prior to approval of the ETMP project.

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

1. Pursuant to Public Resources Code Sections 21000 et seq. and CEQA Guidelines Sections 15000 et seq., the City of Turlock, as lead agency for the proposed project, has prepared an Addendum to the Mitigated Negative Declaration for the East Tuolumne Master Plan which finds that none of the conditions described under Section 15162 have occurred which would require preparation of a subsequent or supplemental negative declaration, based on the evidence supplied in the Addendum attached hereto as Attachment B.
2. The City Council hereby certifies the Addendum to the Mitigated Negative Declaration.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of March, 2019, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



CITY OF TURLOCK INITIAL STUDY CHECKLIST

1. Project Title: General Plan Amendment 2014-01, Rezone 2014-01
(East Tuolumne Master Plan Amendment)
2. Lead Agency Name and Address: City of Turlock
156 South Broadway, Ste. 120
Turlock, CA 95380
3. Contact Person and Phone Number: Katie Quintero– Associate Planner
(209) 668-5640
4. Project Location: 2606, 2620, 2736 & 2772 N Quincy Rd
2707, 3007, 2930, and 3130 E. Tuolumne Road
(Stanislaus County APNs 073-13-03, 073-13-04, 073-13-09, 073-13-10, 073-13-15, 073-13-16, 073-16-06, 073-16-07)
5. Project Sponsor's Name and Address: Christopher Hawke
268 Bush Street #2927
San Francisco, CA 94104
And
Ron Katakis
1850 Arbor Way
Turlock, CA 95380
6. General Plan Designation: Very Low Density Residential (VLDR)
7. Zoning: Residential Estate (RE)
8. Description of the Project:

A private application has been made to update the East Tuolumne Master Plan to re-designate 3007 East Tuolumne Road, Stanislaus County APN 073-013-004 and 2707 East Tuolumne Road, Stanislaus County APN 073-013-003 from Very Low Density Residential (VLDR) to Low Density Residential. This re-designation will allow these two properties to develop at 3 to 4 units to the acre instead of .2-3.0 dwelling units to the acre. All other properties in the Master Plan will remain Very Low Density Residential. This re-designation will allow for an increase from an estimated 200 lots to approximately 278 lots at Master Plan build out. The Master Plan area is in the City limits.

The Public Draft of the East Tuolumne Master Plan Amendment is available on the City's website at:

[http://ci.turlock.ca.us/citydepartments/communityplanning/specificmasterplans/easttuolumnemas
terplan.asp](http://ci.turlock.ca.us/citydepartments/communityplanning/specificmasterplans/easttuolumnemas
terplan.asp)

- 8) Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)
The East Tuolumne Master Plan is comprised of eight (8) properties located at the City's eastern edge generally along East Tuolumne Road between North Quincy and North Waring Roads. To the west and south of the project site are single-family homes and to the north and east are rural residential / agricultural lands.



CITY OF TURLOCK INITIAL STUDY CHECKLIST

- 9) Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement).

San Joaquin Valley Air Pollution Control District

10) EARLIER ENVIRONMENTAL ANALYSES

Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, one or more effects have been adequately analyzed in an earlier EIR or negative declaration. [Section 15183]

- a) **Earlier analyses used.** (Available for review @ the City of Turlock – Community Development Services, 156 S. Broadway, Suite 120, Turlock, CA).

City of Turlock General Plan, 2012 (City Council Resolution No. 2012-173)

Turlock General Plan – EIR, 2012 (Turlock City Council Resolution No. 2012-156)

City of Turlock, Housing Element, Certified in 2003

City of Turlock, Water Master Plan Update, 2003 (updated 2009)

Turlock Parks Master Plan, 1995 (Reviewed in 2003)

City of Turlock, Waste Water Master Plan, 1991 (Draft Update 2014)

City of Turlock, Storm Water Master Plan, 2013

City of Turlock, Urban Water Management Plan, 2010 (Adopted 2011)

City of Turlock, Sewer System Master Plan, 2013

Turlock Municipal Code

City of Turlock Capital Facilities Fee Nexus Study (Turlock City Council Resolution No. 2013-202)

Traffic Impact Analysis for East Tuolumne Master Plan-KD Anderson & Associates Inc., August 22, 2014

- b) **Impacts adequately addressed.** (Effects from the checklist below, were within the scope of, and adequately analyzed during an earlier document pursuant to applicable legal standards, and such effects were addressed by mitigation measures based on the earlier analysis).

As identified in the Turlock General Plan EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of transportation, noise, regional air quality, and the eventual loss of agricultural land and soil resources. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in this initial study. The intensity of the proposed development will result in project level impacts that are equal to, or of lesser severity, than those anticipated in the General Plan EIR, and they would not be different from cumulative effects anticipated by the Turlock General Plan EIR. Potential secondary environmental impacts from the project will be of equal or lesser severity than those identified in the General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and their respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 2012-156), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.

- c) **Mitigation Measures.** (For effects that are "Less than Significant with Mitigation Incorporated," describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

Project level impacts will be mitigated by application of mitigation measures identified in this initial study, and by appropriate conditions of approval. All cumulative environmental effects related to the ultimate development of the project area will be mitigated through compliance with the policies, standards, and mitigation measures of the Turlock General Plan and General Plan EIR, as well as the standards of the Turlock Municipal Code, and are herein incorporated by reference where not specifically identified.



CITY OF TURLOCK INITIAL STUDY CHECKLIST

The project is not located on a site which is included in one or more Hazardous Waste and Substance Site List, compiled pursuant to California Government Code Section 65962.5.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below (X) could be potentially affected by this project. However, these impacts would result in a less than significant on the environment by incorporating appropriate mitigation measures.

X	Aesthetics	X	Hazards & Hazardous Materials	X	Public Services
X	Agricultural Resources	X	Hydrology/Water Quality	X	Recreation
X	Air Quality		Land Use/Planning	X	Transportation/Traffic
X	Biological Resources		Mineral Resources	X	Utilities/Service Systems
X	Cultural Resources	X	Noise	X	Mandatory Findings of Significance
X	Geology/Soils		Population/Housing		

RECOMMENDED FINDINGS:

Pursuant to Public Resources Code Section 21080(c)(2) and CEQA Guidelines Section 15168(c)(1), the City of Turlock, as lead agency for the proposed project, has prepared an initial study to make the following findings:

1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.
2. All feasible mitigation measures developed in the General Plan EIR have been incorporated into the project.
3. Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan EIR, but feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.
4. There is no substantial evidence before the lead agency that the subsequent project, as revised, may have a significant effect on the environment.
5. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.
6. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR by Turlock City Council Resolution 2012-156. As identified in the Turlock General Plan EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of transportation, noise, regional air quality, and the eventual loss of agricultural land and soil resources. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project.



CITY OF TURLOCK INITIAL STUDY CHECKLIST

and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 2012-0156), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.

7. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
- a. no substantial changes have occurred with respect to the circumstances under which the General Plan EIR was certified, and
 - b. that there is no new available information which was not and could not have been known at the time the General Plan EIR was certified.

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	X
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a "potential significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	

Katie Quintero, Associate Planner

Date



CITY OF TURLOCK INITIAL STUDY CHECKLIST

EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, "Earlier Analysis," may be cross-referenced).
- 5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:
 - (a) Earlier Analysis Used. Identify and state where they are available for review.
 - (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - (c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.



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- 9) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
1. Aesthetics – Would the project:				
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?		X		
Response:				
<p>a) The project would not have a significant impact on aesthetics by obstructing any scenic views or creating offensive public views. There are no scenic vistas located within the Master Plan area. The project would convert undeveloped property designated for residential development to urban uses, adversely impacting the existing visual character or quality of the site. However, this is considered a less than significant impact as the magnitude of this impact is no greater than the anticipated urban development for the area under the Turlock General Plan and the previous East Tuolumne Master Plan. Pursuant to CEQA §15162, the project will not create any adverse aesthetic impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.</p>				
<p>b) No scenic resources currently exist on the site.</p>				
<p>c) The project would convert vacant, underutilized property to urban uses, thereby changing the existing visual character and quality of the site. A wall is proposed along Waring Road and along a portion of East Tuolumne Road. This wall shall be landscaped to reduce the visual impacts of the wall and help discourage graffiti. All streetscapes shall be landscaped. The Master Plan will ensure the residential projects in the area provide visual interest and variety. Pursuant to CEQA §15162 and 15177(b)(2), the proposed project will not create any adverse aesthetic impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock General Plan EIR.</p>				
<p>d) The development of the Master Plan area with approximately 278 single-family dwelling units will produce additional light and glare from on-site lighting and street lights. All lighting proposed in conjunction with this development is subject to compliance with the City's regulations pertaining to lighting. Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR. In accordance with the Turlock Municipal Code, all types of illumination in the Master Plan area shall not be a source of light and glare upon adjoining developments. To insure compliance to this standard, the project specific mitigation measures described below will be implemented.</p>				
<p>Sources: [City of Turlock, General Plan 2012, City Design Elements, 2012; City of Turlock, Standard Specifications, Section 18; City of Turlock Beautification Master Plan, 2003].</p>				



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Mitigation:

1. The wall along Waring Road and East Tuolumne Road shall be landscaped.
2. General Plan Policy 6.3-d Provide attractive, landscaped streetscapes.
3. General Plan Policy 3.7-q Visual interest and compatibility in residential design. Residential projects should include visual interest and variety. The size, scale, proportion, color, placement, and detailing of architectural features should be carefully considered to complement the overall massing and scale of the single-family building. Single family projects should include architecture and landscaping that is complimentary and creates a neighborhood identity with visual interest and variety.
4. All lighting shall be designed to confine light spread within the site boundaries. Lighting shall not become a source of glare for adjoining residential properties.
5. Lighting shall be oriented to minimize impacts upon existing and planned residences. Future residential developments shall mitigate the impacts of light and glare sources through project design.
6. Sources of high illumination shall be separated from light-sensitive receptors.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
2. Agriculture Resources - In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:				
a) Convert Prime Farmland, Unique Farmland, Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources agency, to non-agricultural use?		X		
b) Conflict with existing zoning for agricultural use of a Williamson Act contract?				X
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?		X		



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Response:

- a) The development of this proposed project would result in a loss of Prime Farmland, as identified by the CA Department of Conservation Farmland Mapping and Monitoring Program, but this is less than significant as the loss of farmland from this project is consistent with the General Plan EIR. The loss of farmland within the entire Turlock Planning Area has already been analyzed in the General Plan EIR and was considered a significant impact that cannot be mitigated. Consequently, the City Council of the City of Turlock adopted a Statement of Overriding Considerations for the General Plan (Turlock City Council Resolution No. 2012-156), stating that the social and economic benefits of converting the farmland outweighed the adverse environmental effects (CEQA Guidelines § 15093). This Statement of Overriding Considerations included the farmland on the subject site.

The development of the project site does not propose any changes to the General Plan, changes in circumstance, or new information that would cause substantial agricultural impacts that were not considered in the General Plan EIR. The eastern boundary of the ETMP area is Waring Road, which is coterminous with the City's Sphere of Influence.

Mitigation identified in the Turlock General Plan EIR has been incorporated into the project to help try to reduce the impacts to agriculture. The amendment to this Master Plan to allow for an increase in the density of the development supports General Plan policies which encourage developing at higher densities than typical in recent years in order to limit the amount of land needed for expansion while still accommodating urban growth.

All of the lots in the Master Plan area shall have a Right-to-Farm Notice recorded on the deed to help ensure new development in the area does not impact the current agricultural operations in the area. An agricultural buffer shall be created at the urban/rural edge of the Master Plan, along Waring Road and along the northern boundary of the Master Plan where properties are adjacent to agricultural land. This buffer will include increased setbacks along the northern property line and the installation of a wall and increased setbacks along Waring Road.

Pursuant to CEQA §15162, this project will not create any new significant environmental impacts related to agricultural resources and therefore no additional environmental documentation is warranted. Pursuant to CEQA §15183, this project is consistent with the General Plan and no additional environmental review is needed because there are no agricultural impacts peculiar to the project, no new significant agricultural impacts, no new offsite and cumulative agricultural impacts, or no agricultural impacts that are more significant than described in the prior General Plan EIR.

- b) The site is zoned for urbanized uses and will not conflict with any agricultural zoning districts or land held in Williamson Act Contract.



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- c) Agricultural operations in the vicinity of the proposed project may cause some conflict with the proposed residences. Examples of typical adverse impacts include, but are not limited to: noise, dust, and chemical usage (pesticides, herbicides, and fungicides) associated with normal agricultural operations. However, the entire Master Plan area will be developed at a maximum of three to four dwelling units per acre. The Turlock General Plan recognizes that development at this density serves as a buffer between the more dense urban residential neighborhoods to the west and the agriculturally zoned properties to the east. In addition, the proposed Master Plan area will be separated from agriculturally zoned properties to the east by Waring Road, which will provide for a 71 foot separation between the two zoning districts equivalent to the 56 foot right-of-way width required by the ETMP and the fifteen foot landscaped area required along the masonry wall along Waring Road. Properties to the north of the Plan area are currently zoned agriculture, but located within the City's Sphere of Influence and designated "Urban Reserve". Properties along the northern property line adjacent to agricultural properties are required to provide and additional ten foot rear yard setback to create an additional buffer area between the residences and the agricultural properties. A Right-to-Farm notice shall be recorded on the deed of each new lot created in the Master Plan area.

Sources: [CA Dept. of Conservation Farmland Mapping and Monitoring Program, City of Turlock, General Plan Conservation and New Growth Areas and Infrastructure Element, 2012 & Housing Element, 2003; City of Turlock, General Plan EIR, 2012; Turlock City Council Resolution 2012-156, Statement of Overriding Considerations (Turlock City Council Resolution 2012-156)].

Mitigation:

1. General Plan Policy 6.1-O In locations where agricultural activities may affect nearby residences, require that all deeds recorded include a Right-to-Farm Notice.
2. General Plan Policy 3.2-C Urban/Rural edge. Deep landscaped setbacks and agricultural buffer shall be used to screen the edge of urban development. This shall include a wall along Waring Road and an additional 15' setback to the property line for the lots along Waring Road. The lots along the northern property line adjacent to agricultural properties shall provide an additional 10' rear yard setback.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
3. Air Quality - Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?		X		
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?		X		
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?		X		
d) Expose sensitive receptors to substantial pollutant concentrations?			X	



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e) Create objectionable odors affecting a substantial number of people?			X	
f) Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?		X		
g) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of GHGs?		X		

Response:

a) The project will neither conflict nor obstruct implementation of the 2007 PM10 Maintenance Plan, the 2007 Ozone Plan, or the 2008 PM2.5 Plan or related subsequent Progress Reports of these plans. Furthermore, the mitigation measures contained in Turlock Area General Plan Environmental Assessment and Turlock City Council Resolution of Overriding Consideration (Council Resolution 2012-156) are adequate to mitigate the air quality impacts from the proposed project. Pursuant to CEQA §15162, the project will not create any impacts which warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.

Comment was received from the San Joaquin Valley Air Pollution Control District (SJVAPCD) that the proposed project may be subject to District Rule 9510 (Indirect Source Review) as well as other District rules.

The mitigation measures contained in Turlock Area General Plan Environmental Assessment and Turlock City Council Resolution of Overriding Consideration (Council Resolution 2012-156) are adequate to mitigate the air quality impacts from the proposed project. The General Plan EIR has identified that the build out of the General Plan will have significant and unavoidable impacts to air quality and has adopted a Statement of Overriding Considerations. Pursuant to CEQA §15162, the project will not create any impacts which warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.

b), c), and d) See Section a) above.

Also, scientific study has concluded that global climate change is occurring, in large part due to greenhouse gas emissions. In response, a new focus has been placed on the California Environmental Quality Act (CEQA) as a means to analyze a project's greenhouse gas (GHG) emissions.

While the project will result in a net increase in Green House Gas emissions as it is developing a currently vacant site with a new residential use, the implementation of the mitigation measures identified in the Turlock Area General Plan Environmental Assessment and Turlock City Council Resolution of Overriding Consideration (Council Resolution 2012-156) are adequate to mitigate the air quality impacts from the proposed project. The City of Turlock General Plan has met the Green House Gas emission standards until 2015 and therefore no additional mitigation other than that identified in the General Plan is required.

e) The project may produce odors during the construction phase of development of the site; however, these impacts are short-term in nature and are anticipated to be of a less-than-significant impact. Pursuant to CEQA §15162 and 15177(b)(2), the proposed project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.

f & g) See a & b



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Sources: San Joaquin Valley Unified Air Pollution Control District 2007 PM-10 Maintenance Plan, September 2007; 2007 Ozone Plan, April 30, 2007; 2008 PM-2.5 Plan; SJVAPCD's Guide For Assessing and Mitigating Air Quality Impacts (revised January 10, 2002); Turlock General Plan EIR, 2012, Turlock General Plan, Air Quality and Greenhouse Gas Element Section, 2012; Statement of Overriding Considerations (Turlock City Council Resolution 2012-156) SJVUAPCD (June 2005) *Air Quality Guidelines for General Plans*.

Mitigation:

1. The applicant shall comply with all applicable San Joaquin Valley Air Pollution Control District rules and regulations.
2. The builder and/or developer shall comply with the SJVAPCD Compliance Assistance Bulletin for Fugitive Dust Control at construction sites.
3. The applicant shall pay all Capital Facility Fees prior to issuance of the building permit.
4. During construction to minimize dust and air emission impacts site watering or the application of dust suppressants shall be used, stockpiles shall be covered and grading activities shall be suspended during high wind periods (winds greater than 25 miles per hour).
5. In accordance with San Joaquin Valley Unified Air Pollution Control District's Rule 4901 (as amended 7/17/2003), the following restrictions will apply:
 - a) No installation of wood-burning fireplaces in a new residential development with a density greater than two (2) dwellings units per acre.
 - b) No installation of more than two (2) EPA Phase II Certified wood burning heaters per acre in any new residential development with a density equal to or greater than three (3) dwelling units per acre.
 - c) No installation of more than one (1) wood burning fireplace or wood burning heater per dwelling unit in any new residential development with a density equal to or less than two (2) dwelling units per acre.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
4. Biological Resources - Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?		X		
b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U. S. Wildlife Service?				X
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X



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d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, other approved local, regional, or state habitat conservation plan?				X
<p><u>Response:</u></p> <p>a) The proposed project would not have any direct effects on species, riparian habitat, wetlands, nor would it interfere with the movement of any resident or migratory fish, conflict with policies protecting biological resources or the provisions of an adopted Habitat Conservation Plan. Virtually all of the land within the urban boundaries of Turlock, as well as unincorporated land within the City's Sphere of Influence, has been modified from its native state, primarily converted into urban or agricultural production. There are no riparian areas or vernal pools in the area.</p> <p>The California Natural Diversity Database has identified two special-status species within the General Plan Study area, the Swainson Hawk and the Hoary bat. While the study area does not contain land that is typical for the hawk's breeding and nesting, it is presumed to be present and mitigations measures have been incorporated to address any potential impacts. The Hoary bat is not listed as a Species of Special Concern by the California Department of Fish and Wildlife but it is monitored in the CNDDDB. The subject site is out of the area in which the Hoary bat is presumed to be present.</p> <p>The General Plan has identified mitigation measures to address this and they have been incorporated into the project. Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.</p>				
<p>b), c), d), e), and f) See Section a) above.</p>				
<p><u>Sources:</u> [California Dept. of Fish & Game: Natural Diversity Data Base; California Native Plant Protection Act; U.S. Dept. of Agriculture: Land Capability Classification Maps; California Dept. of Conservation: Important Farmlands Maps & Monitoring Plan; Stanislaus County Williamson Act Contract Maps; Turlock General Plan, Conservation Element, 2012; US Fish and Wildlife Service – Recovery Plan for Upland Species of the San Joaquin Valley, 1998]</p>				



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Mitigation:

1. If ground disturbing activities, such as grading, occurs during the typical nesting season, February through mid-September the developer is required to have a qualified biologist conduct a survey of the site no more than 10 days prior to the start of disturbance activities. If nests are found, no-disturbance buffers around active nests shall be established as follows until the breeding season has ended or until a qualified biologist determines that the birds have fledged and are no longer on the nest for survival: 250 feet for non-listed bird species; 500 feet for migratory bird species; and one-half mile for listed species and fully protected species.
2. If nests are found they should be continuously surveyed for the first 24 hours prior to any construction related activities to establish a behavioral baseline. Once work commences the nest shall be continuously monitored to detect any behavioral changes as a result of the project. If behavioral changes are observed, the work causing the change should cease and the Department consulted for additional avoidance and minimization measures.
3. If Swainson's Hawks are found foraging on the site prior to or during construction, the applicant shall consult a qualified biologist for recommended proper action, and incorporate appropriate mitigation measures. Mitigation may include, but are not limited to: establishing a one-half mile buffer around the nest until the breeding season has ended or until a qualified biologist determines that the birds have fledged and are no longer dependent on the nest for survival. Mitigating habitat loss within a 10 mile radius Mitigating habitat loss within a 10 mile radius of known nest sites as follows: providing a minimum of one acre of habitat management land or each acre of development for projects within one mile of an active nest tree. Provide a minimum of .75 acres of habitat management land for each acre of development for projects within between one and five miles of an active nest tree. Provide a minimum of .5 acres of habitat management land for each acre of development for projects within between five and 10 miles of an active nest tree.
4. The applicant shall comply with all applicable federal, State, and local laws and regulations related to the protection and preservation of endangered and/or threatened species through consultations with appropriate agencies.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
5. Cultural Resources - Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?		X		
b) Cause a substantial adverse change in the significance of an archaeological resources pursuant to Section 15064.5?				X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		X		
d) Disturb any human remains, including those interred outside of formal cemeteries?		X		



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Response:

a) The project would not alter or destroy any historic archaeological site, building, structure, or object, nor would it not alter or affect unique ethnic cultural values or restrict religious or sacred uses. The City has conducted a Cultural Survey as part of the Turlock General Plan. As a result of many years of extensive agricultural production virtually all of the land in the Plan area has been previously altered from its native or riparian state. There are no known sites of unique prehistoric or ethnic cultural value. Pursuant to CEQA §15162, the project will not create any impacts which warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.

b), c)

See Section a) above.

Sources: [Turlock General Plan, Conservation Element, 2012; City of Turlock, Cultural Resources Survey, 2008]

Mitigation:

1. In accordance with State Law, if any historical resources are found during construction, work is to stop, and the City of Turlock and a qualified professional are to be consulted to determine the importance and appropriate treatment of the find. If it is determined to be historically or culturally significant, appropriate mitigation measures to protect and preserve the resources shall be formulated and implemented.
2. If previously unrecorded archaeological resources, as defined by State Law are discovered, construction activities shall be suspended and a qualified archaeologist shall be called to evaluate the find and to recommend proper action.
3. If human remains are discovered, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the coroner determines that no investigation of the cause of death is required and if the remains are of Native American origin, the coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
6. Geology and Soils - Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				X
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
ii) Strong seismic ground shaking?				X



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iii) Seismic-related ground failure, including liquefaction?				X
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?		X		
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d) Be located on expansive soil, as defined in Table 18-a-B of the Uniform Building Code (1994), creating substantial risks to life or property?		X		
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?			X	
<p>Response:</p> <p>a) The proposed project will not expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving any of the following: the rupture of a known earthquake fault, strong seismic ground shaking, seismic-related ground failure, including liquefaction, or landslides. The project will not result in substantial soil erosion or the loss of topsoil, be located on a geologic unit or soil that is unstable, be located on expansive soil, or have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems. There will be no unstable earth conditions, major changes in topography or ground surface relief features, no destruction or modification of any unique geologic/physical feature by the proposed project. There will be no exposure to any geologic hazards in the project area. Turlock is located in Seismic Zone 3 according to the State of California and the Alquist-Priolo Special Study Zones Act. All building permits are reviewed to ensure compliance with the California Building Code (CBC). In addition, the City enforces the provisions of the Alquist-Priolo Special Study Zones Act that limits development in areas identified as having special seismic hazards. Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.</p>				
<p>b), c), & d) See Section a) above.</p>				
<p>e) As a condition of approval, the development will be required to connect with the City of Turlock's waste water system and will not utilize any type of septic system.</p>				
<p>Sources: [California Uniform Building Code, 2013; City of Turlock, Standard Specifications, Grading Practices; City of Turlock, Municipal Code, Title 8, (Building Regulations); City of Turlock, General Plan, Safety Element, 2012]</p>				



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Mitigation:

1. The project shall comply with the current California Building Code (CBC) requirements for Seismic Zone 3, which stipulates building structural material and reinforcement.
2. The project shall comply with California Health and Safety Code Section 19100 et seq. (Earthquake Protection Law), which requires that buildings be designed to resist stresses produced by natural forces caused earthquakes and wind.
3. The project shall comply with the California Building Code (CBC), Chapter 70, regulating grading activities including drainage and erosion control.
4. The project shall comply with all erosion control measures listed in the Air Quality, and Hydrology and Water quality sections of this document, a grading and erosion control plan shall be prepared for the project.
85. The project shall comply with the California Building Code (CBC) requirements for specific site development and construction standards for specified soils types.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
7. Hazards and Hazardous Materials - Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?		X		
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?				X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area				X
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?		X		



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g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?		X		
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X
Response:				
a) Because the project is for residential uses, there is no anticipated risk of explosion or release of hazardous substances from the proposed project. No industrial uses are associated with the proposed project. The applicant shall work with the Air District and obtain Air District approval prior to the demolition of any buildings on-site to ensure compliance with all Air District Standards and proper handling of asbestos, if asbestos is present. Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.				
b), c) See Section a. above.				
d) The project is not located on a site which is included in one or more Hazardous Waste and Substance Site List, compiled pursuant to California Government Code Section 65962.5.				
e) The project site is not located within two miles of a public airport or public use airport. A private airstrip serving a local pilot is located at 2707 East Zeering Road (APN 073-004-004), approximately 0.75 miles north of the project site. The Stanislaus County Zoning Ordinance has established a 1,000 foot radius around the perimeter of a private strip as a clear area not suitable for most types of development. The project site is located outside of the 1,000 foot radius. Further, the Federal Aviation Administration (FAA) has established regulations for flight operations near built-up areas. Therefore, any future development of the project site with a residential subdivision will not result in a safety hazard for people residing in the area. However, noise generated from the operation of this airstrip may cause some degree of infrequent annoyance to future residents of this project site. Therefore, to disclose this information to future residents, the following notice shall be provided to potential property owners of this subdivision project: "This property is presently located in the vicinity of a private airstrip. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to aircraft operations (for example: noise and vibration). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you."				
f) See e) above				
g) The project site is located out of the 1.5 mile response radius for the Fire Department. To mitigate this, the Fire Marshall or Chief Building Official will require certain accessory buildings of concern to install fire sprinklers. The project will require the installation of on-site fire hydrants and other improvements to be consistent with the City's Emergency Response Plan. The proposed project will not impair the implementation of an adopted emergency response / evacuation plan. Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.				



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h) There are no wild land fire areas located within or adjoining the project site. Pursuant to CEQA §15162 and 15177(b)(2), the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.

Sources: [City of Turlock, Emergency Response Plan, 2004; Stanislaus County Airport Land Use Commission Plan, 1978, amended May 20, 2004, Stanislaus County Multi-Jurisdictional Hazard Mitigation Plan, 2010; City of Turlock, General Plan, Safety Element, 2012; City of Turlock, Municipal Code, Title 8, (Building Regulations)]

Mitigation:

1. The applicant shall comply with all Air District requirements and obtain the necessary approvals prior to the demolition of any existing structures.
2. Accessory structures shall install fire sprinklers in accordance with the Fire Marshall and/or Building Officials discretion.
3. The project shall meet the fire protection standards established by the City. Typical standards include, but are not limited to:
 - On-site hydrants;
 - Adequate emergency access to buildings;
 - Hazardous materials plan
4. The following notice shall be provided to potential property owners within the Master Plan area: "This property is presently located in the vicinity of a private airstrip. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to aircraft operations (for example: noise and vibration). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you."

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
8. Hydrology and Water Quality – Would the project:				
a) Violate any water quality standards or waste discharge requirements?			X	
b) Substantially degrade groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?		X		
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?		X		



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d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off-site.		X		
e) Create or contribute runoff which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?			X	
f) Otherwise substantially degrade water quality?		X		
g) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving				X
j) Flooding, including flooding as a result of the failure of a levee or dam?				X
ii) Inundation by seiche, tsunami, or mudflow?				X
<p>a) Development of the project area would not result in water quality or waste discharge violations. Development of the project area would result in changes in absorption rates, drainage patterns and the rate and amount of surface water runoff equal to the area of impervious surface created by building and paving. Upon development, the project will be required to connect to City utility systems, including water. Adequate open space areas around the project site will allow for some groundwater recharge while other runoff will be captured in the City storm water system. The Master Plan is divided into three separate areas for storm water: Area A, Area B, and Area C. Each area will have a separate detention basin to store storm water until storm drain pipes can convey the water away from the area to the City's Master Storm system. The final design of all storm drainage facilities will be determined through the vesting tentative subdivision map phase of project development. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 2012-156 are adequate to mitigate the hydrology and water quality impacts associated with the project.</p>				
b), See above				



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c), Development of the project area would result in changes in absorption rates, drainage patterns and the rate and amount of surface water runoff equal to the area of impervious surface created by building and paving. The project area is located within the boundaries of the current Storm Drain Master Plan area. Storm drain lines will be extended as development occurs in the area. The project site is not located near surface, fresh or marine water bodies. Negligible or no effect is anticipated for surface, fresh, marine or ground waters from the project. There is negligible or no effect from the proposed project anticipated on water available for public water supplies. Any development that occurs as a secondary effect of this project is not permitted to occur within areas that are subject to inundation by 100-year flood events. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 2012-156 are adequate to mitigate the hydrology and water quality impacts associated with the project.

d), e), f) See a) above.

i) The project will not result in the placement of housing within the 100-year floodplain. The project site is not located in a flood area, nor will development occur within areas that are subject to inundation by 100-year flood events.

h & i) See g) above

ii) See g) above. As the project site is not located near surface, fresh or marine water bodies there is no anticipated inundation.

Sources: [Federal Emergency Management Agency Flood Insurance Rate Map (FIRM) for the City of Turlock dated September 26, 2008; City of Turlock, Storm Water Master Plan, 2013; City of Turlock, Waste Water Master Plan, 1991; City of Turlock, Water Master Plan Update, 2009; City of Turlock Urban Water Management Plan, 2010, City of Turlock Sewer System Master Plan, 2013, City of Turlock, Municipal Code, Title 9, Chapter 2, Water Conservation Landscape Ordinance; Turlock City Council Resolution 2012-156, Statement of Overriding Considerations]

Mitigation:

1. The project shall connect to the City's Master Storm Drainage System.
2. The project shall comply with the Regional Water Control Board's regulations and standards to maintain and improve groundwater and surface water quality.
3. Site grading shall be designed to create positive drainage throughout the site and to collect the storm water for the storm water drainage system.
4. The discharge of oil, gasoline, diesel fuel, or any other petroleum derivative, or any toxic chemical or hazardous waste is prohibited.
5. Materials and equipment shall be stored so as to ensure that spills or leaks cannot enter storm drains, or the drainage ditches or detention basins.
6. A spill prevention and cleanup plan shall be implemented.
7. The builder and/or developer shall utilize cost-effective urban runoff controls, including Best Management Practices (BMP's), to limit urban pollutants from entering the drainage ditches.
8. A General Construction permit shall be obtained from the State Water Resources Control Board, a Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and implemented as part of this permit.

	Potentially	Less Than	Less Than	No Impact
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	Significant Impact	Significant Impact With Mitigation	Significant Impact	
9. Land Use Planning – Would the project:				
a) Physically divide an established community?				X
b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X	
c) Conflict with any applicable habitat conservation plan or natural communities conservation plan?				X
Response:				
<p>a) The proposed project will not physically divide an established community. The Master Plan area is in the City of Turlock boundary and is contiguous with urbanized land in the City's Northeast Quadrant. Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.</p>				
<p>b).</p> <p>The project consists of the re-designation of two of the properties in the Master Plan area from Very Low Density Residential to Low Density Residential. This requires amending the General Plan and Zoning Designations for these properties. The General Plan update done in 2012 identified evaluating and updating the East Tuolumne Master Plan area as a high priority to make development in the area more feasible. Increasing the number of units in the Master Plan area will reduce the per unit development impact fee cost and should help make development of the area more feasible. The General Plan also emphasizes the importance of preserving farmland through more compact development than has previously been achieved. This proposed project will increase the allowable density of the area facilitating the development of 78 more residential units than could previously be accommodated. This achieves the General Plan goal of evaluating the East Tuolumne Master Plan area, increasing density, while still maintaining larger lots than in more residential areas to still achieve the transition area envisioned in the previous Master Plan.</p> <p>Pursuant to CEQA §15162 and 15177(b)(2), the proposed project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.</p>				
<p>c) The proposed project would not conflict with any applicable habitat conservation plan or natural communities' conservation plan. Virtually all of the land within the urban boundaries of Turlock, as well as unincorporated land within the City's Sphere of Influence, has been modified from its native state, primarily converted into urban or agricultural production. As a result, there is no recorded evidence of the presence of rare or endangered animal species in the Turlock Planning Area. According to the U.S. Fish and Wildlife Service publication "Recovery Plan for Upland Species of the San Joaquin Valley, California" there are no habitat conservation plans or natural communities' conservation plans for the subject area. Pursuant to CEQA §15162 and 15177(b)(2), the proposed project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.</p>				



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Sources: [Turlock General Plan, Conservation Element 2012 & Housing Element, 2003; City of Turlock General Plan EIR, 2012; Turlock Municipal Code, Title 9, Chapter 3; US Fish and Wildlife Service – Recovery Plan for Upland Species of the San Joaquin Valley, 1998]

Mitigation:

None

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
10. Mineral Resources – Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
Response:				
a) Any development that may ultimately occur in the City does result in the utilization of natural resources (water, natural gas, construction materials, etc.); however, these resources will not be depleted by this project. No minerals are known to exist on the project site, according to the Turlock General Plan EIR inventory. Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.				
b) See a) above.				
Sources: [City of Turlock, General Plan, Conservation Element, 2012,]				
Mitigation:				
None required.				

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
11. Noise – Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	



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d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			X	
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?		X		

Response:

a) The project area is not located in an existing or future noise contour area as identified by the Turlock Area General Plan EIR. A future expressway connection may be installed somewhere near Waring Road but the exact location and timing are unknown at this time and they would be analyzed as part of that project. A masonry wall will be installed along Waring Road to buffer the agriculture uses and the residences. This wall will help with noise impacts but it is not required as noise mitigation.

The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 2012-156 are adequate to mitigate the noise impacts associated with the project.

b) During construction, there may be some groundbourne vibration or noise levels. However, these are temporary impacts and not considered significant. All construction activities shall be subject to the Turlock Municipal Code (Title 9, Chapter 2) for noise regulations.

The mitigation measures identified the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 2012-156 are adequate to mitigate the noise impacts associated with the project. Pursuant to CEQA §15162 and 15177(b)(2), the proposed project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.

c), d) See Section a) above.

e) The project site is not located within two miles of a public airport or public use airport. A private airstrip serving a local pilot is located at 2707 East Zeering Road (APN 073-004-004), approximately 0.75 miles north of the project site. The Stanislaus County Zoning Ordinance has established a 1,000 foot radius around the perimeter of a private strip as a clear area not suitable for most types of development. The project site is located outside of the 1,000 foot radius. Further, the Federal Aviation Administration (FAA) has established regulations for flight operations near built-up areas. Therefore, any future development of the project site with a residential subdivision will not result in a safety hazard for people residing in the area. However, noise generated from the operation of this airstrip may cause some degree of infrequent annoyance to future residents of this project site. Therefore, to disclose this information to future residents, the following notice shall be provided to potential property owners of this subdivision project: "This property is presently located in the vicinity of a private airstrip. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to aircraft operations (for example: noise and vibration). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you."

f) See e) above.



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Sources: [City of Turlock, General Plan, Noise Element, 2013; City of Turlock, Municipal Code, Title 9, Chapter 2, Noise Regulations; Stanislaus County Airport Land Use Commission Plan, as Amended May 20, 2004; Merced County Airport Land Use Compatibility Plan, June 12, 2012; Turlock General Plan, Circulation Element, 2013]

Mitigation:

1. The following notice shall be provided to potential property owners of this subdivision project: "This property is presently located in the vicinity of a private airstrip. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to aircraft operations (for example: noise and vibration). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you."

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
12. Population and Housing – Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?			X	
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

Response:

- a) This project will result in an increase in population in the project area. The construction of approximately 278 new single-family homes will result in an addition of approximately 834 people; however, this impact has been anticipated for this area in the Turlock General Plan. The General Plan designates the area for residential uses. Therefore, the proposed project will have no adverse effect on the regional or local population projections. Infrastructure will be extended to serve the proposed development.

Pursuant to CEQA §15162, the project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.

- b) The project will not displace substantial numbers of existing housing or people. Several occupied dwellings currently exist throughout the project area and none of these are currently slated for demolition in conjunction with the Master Plan Amendment for the properties. At such time as vesting tentative subdivision maps are processed on the individual properties, this issue will be revisited through the environmental review of that specific proposal.



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c) See b) above.

Sources: [City of Turlock, General Plan, Land Use Element, 2012, & Housing Element, 2003; City of Turlock, General Plan EIR, 2012]

Mitigation:

None required.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
13. Public Services – Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire Protection?		X		
b) Police Protection?		X		
c) Schools?		X		
d) Parks?		X		
e) Other public facilities?		X		
Response: a) Development of the project area will require additional fire and police services. The developer will be required to pay Capital Facilities Fees upon development, a portion of which is used to fund Fire and Police service capital improvements. The area is out of the 1.5 mile response area so to mitigate this the Fire Marshal and/or Building Official will require accessory structures that present potential hazards to install fire sprinklers. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 2012-156 are adequate to mitigate the public service impacts associated with the project.				
b) See Section a) above.				
c) Under the Leroy F. Greene School Facilities Act of 1998, the satisfaction by the developer of his statutory fee under California Government Code Section 65995 is deemed "full and complete mitigation" of school impacts. Therefore, mitigation of impacts upon school facilities shall be accomplished by the payment of the fees set forth established by the Turlock Unified School District.				
d) Development of the project area would result in an increased use of existing neighborhood or regional parks. Consistent with the General Plan Class II bike lanes will be provided on North Waring and East Tuolumne Road. In addition, development fees are collected from all new development to provide additional park lands and facilities. Conditions of development will require payment of these fees and charges, land dedication, improvements, and / or in lieu fees will be collected at the time of final map approval or building permits, as applicable. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 2012-156 are adequate to mitigate the public service impacts associated with the project.				



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- d) Development of the project area will impact the maintenance of public facilities and could generate impacts to other governmental services. The City has prepared and adopted a Capital Facility Fee Program that identifies the public service needs of roads, police, fire, and general government that will be required through build-out of the General Plan area. This program includes the collection of Capital Facility Fees from all new development. An East Tuolumne Master Plan Area fee (i.e. development fees) has been established and will be updated as part of the Master Plan Amendment. This fee will be collected from all new development for recreational lands and facilities. Development fees are also collected from all new development for recreational lands and facilities. Conditions of development will require payment of these fees and charges, where appropriate and allowed by law. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 2012-156 are adequate to mitigate the public service impacts associated with the project.

Sources: [Stanislaus County, Public Facilities Plan Update Final Report, 2003; City of Turlock, Capital Facility Fees Program, 2004, City of Turlock, Capital Improvement Program (CIP), 2012/2012-2015/2016, Turlock Unified School District, School Facilities Needs Analysis, 2014; City of Turlock, General Plan, Parks and Recreational Open Space and Safety Elements, 2012].

Mitigation:

1. Prior to the issuance of a building permit, the developer shall pay all applicable citywide and specific plan development impact fees.
2. Prior to final map, all properties in the Master Plan area shall annex to Community Facilities District # 2.
3. Residential development shall fully mitigate its impacts upon school facilities pursuant to California statutes.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
14. Recreation				
a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?		X		
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

Response:

a) ETMP Area Fees and Capital Facilities Fees will be collected from all new developments to provide adequate parklands and facilities to accommodate the new area. Annexation to Community Facilities District # 2 will be required to finance on-going park / open space maintenance, as well as police and fire operations. Conditions of development will require payment of these fees and charges, land dedication, improvements, and / or in lieu fees will be collected at the time of individual final map approval in the ETMP area or building permit issuance, as applicable.

The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 2012-156 are adequate to mitigate the public service impacts associated with the project.



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b) See a) above.

Sources: [City of Turlock, General Plan, Parks and Recreational Open Space and Safety Elements, 2012; City of Turlock, Municipal Code, Title 11, Subdivision & Recreation Impact Requirements, City of Turlock, Capital Improvement Program (CIP), 2012/2012-2015/2016]

Mitigation:

1. Prior to the issuance of a building permit, the developer shall pay all applicable citywide and specific plan development impact fees.
2. Prior to final map, all properties in the Master Plan area shall annex to the Community Facilities District # 2.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
15. Transportation/Traffic – Would the project:				
a) Cause an increase in the traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?		X		
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?			X	
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?		X		
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?			X	
e) Result in inadequate emergency access?				X
f) Result in inadequate parking capacity?			X	
g) Conflict with adopted policies or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?			X	



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Response:

- a) Buildout of the project area will cause an increase in traffic within and surrounding the ETMP which could without mitigation exceed an established level of service standard. Based on the traffic study prepared for this project by KD Anderson in their East Tuolumne Master Plan Amendment Traffic Impact Study dated August 22, 2014, the implementation of this project would result in an increase in traffic in the area. This traffic study is available on our website, and will be made available upon request.

Specifically, based on a potential of 278 single-family dwellings in the ETMP area, 2,702 daily trips are anticipated. However, this amount of traffic is consistent with that anticipated for the area under the Turlock General Plan and associated EIR. Based on this information, two area street improvements are necessary to mitigate the long term cumulative traffic impacts of development within the project area. Specifically, the intersections of Monte Vista Avenue and North Quincy Road will require widening and signalization and the Monte Vista Avenue and Waring Road intersection will require widening. The developers will be required to pay their fair share contribution through payment of the City CFF.

Mitigation measures have been identified to ensure that off-site improvements are constructed to address projected traffic levels. In addition, the City has adopted a Capital Facility Fee program with traffic improvements planned for build out of the General Plan. A condition of each new development is payment of a Capital Facility Fee, a portion of which is used to fund these circulation improvements required for cumulative impacts added by the development. The mitigation measures identified in the Turlock Area General Plan Environmental Assessment and the Statement of Overriding Considerations contained in City Council Resolution 2012-156 are adequate to mitigate the transportation and traffic impacts associated with the project.

- b) See a) above.

- c) The project site is not located within two miles of a public airport or public use airport; however, a private airstrip serving a local pilot is located at 2707 East Zeering Road (APN 073-004-004), approximately 0.75 miles north of the project site. The Stanislaus County Zoning Ordinance has established a 1,000 foot radius around the perimeter of a private strip as a clear area not suitable for most types of development. The project site is located outside of the 1,000 foot radius. Further, the Federal Aviation Administration (FAA) has established regulations for flight operations near built-up areas. Therefore, any future development of the project site with a residential subdivision will not result in a safety hazard for people residing in the area. However, noise generated from the operation of this airstrip may cause some degree of infrequent annoyance to future residents of this project site. Therefore, to disclose this information to future residents, the following notice shall be provided to potential property owners of this subdivision project: "This property is presently located in the vicinity of a private airstrip. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to aircraft operations (for example: noise and vibration). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you."



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d) Installation of public rights-of way and associated improvements will be required as a condition of approval for any forthcoming development project proposed in the ETMP area. The development will not result in a substantial increase in hazards to a design feature or incompatible uses as urban uses about the project area to the west and south and the developer shall install all right-of-way improvements to City of Turlock standards. There is no anticipated increase in vehicular or pedestrian hazards as a result of the proposed project. All new streets and development are required to meet adopted standards and policies that provide for safe design and avoid a significant traffic safety impact. For example, street curve alignments are designed for certain speeds. Structures and landscaping shall comply with 'clear vision' triangle standards to insure that visual obstructions do not occur at intersections or driveways. Farming activity conflicts will be limited by the buffer areas that will be provided to the north and east.

e) The Turlock Fire Department reviews all development proposals for adequate emergency access. The project will either meet or exceed the Fire Department needs for emergency vehicle access throughout the project site.

See a) above.

f) New development will generate demand for new parking. Existing standards require sufficient on-site parking for proposed land uses. For example each single family home will be required to have a minimum of two on-site parking spaces. The result is a less than significant impact.

g) The proposed development will not conflict with adopted policies or programs supporting alternative transportation. The Master Plan area will provide bike ways in accordance with the General Plan. In addition, a condition of each new development is payment of a Capital Facility Fee, a portion of which is used to fund alternative transportation improvements.

Sources: [City of Turlock, Capital Improvement Program (CIP), 2012/2012-2015/2016; City of Turlock, General Plan, Circulation Element, 2012; City of Turlock, Airport Master Plan, 1991; StanCOG, Regional Transportation Plan, 2011; Stanislaus Assn. Of Governments, Regional Expressway Plan, 2010; Stanislaus Assn. Of Governments, Congestion Mgmt. Plan, 1992; City of Turlock, Municipal Code, Title 9, Chapter 2, Parking Requirements; Merced County Airport Land Use Compatibility Plan, June 12, 2012]

Mitigation:

1. Prior to the issuance of a building permit, the developer shall pay all applicable City of Turlock city wide and specific plan development impact fees.
2. The following notice shall be provided to potential property owners within the Master Plan area: "This property is presently located in the vicinity of a private airstrip. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to aircraft operations (for example: noise and vibration). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you."

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
16. Utilities and Service Systems – Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			X	



CITY OF TURLOCK INITIAL STUDY CHECKLIST

b) Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?		X		
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?		X		
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?		X		
e) Result in a determination by the wastewater treatment provider which services or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?		X		
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			X	
g) Comply with federal, state, and local statutes and regulations related to solid waste?			X	

Response:

a) **The proposed project will not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board. The area will be required to connect to the City of Turlock sewer system. The type of wastewater anticipated by the project may be readily handled by the current waste water system. Pursuant to CEQA §15162 and 15177(b)(2), the proposed project will not create any impacts that warrant additional environmental documentation over and above the impacts addressed in the Turlock Area General Plan EIR.**

Pursuant to CEQA §15183, this project is consistent with the General Plan and no additional environmental review is needed because there are no impacts to utilities and service systems peculiar to the project, no new significant utilities and service systems impacts, no new offsite and cumulative utilities and service systems impacts, or no utilities and service systems impacts that are more significant than described in the prior General Plan EIR.

b) **The development of the project site will impact the water and wastewater treatment facilities. New water lines and sewer lines will have to be installed to serve new development within the master plan area. The construction of these new facilities will result in a temporary and less than significant impact on the environment. In addition, payment of East Tuolumne Master Plan fees will be required to fund water and wastewater improvements. These are standard fees of all development in Turlock. In addition, all development within the Master Plan Area will be required to install any project-related wastewater and water infrastructures to ensure adequate wastewater and water services to City of Turlock standards as determined necessary by the City Engineer. To adequately mitigate impacts to water and wastewater infrastructure, an update to and payment of Plan Area fees will be required.**



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- c) Development of the project area would result in the construction of new storm water drainage facilities or expansion of existing facilities; however, the construction will not cause significant environmental effects. All development within the Master Plan Area will be required to install storm drainage system improvements to incorporate this area into the master system at the time of project construction, including the provision of on-site detention / peaking basins as determined necessary by the City Engineer. The Master Plan is divided into three separate areas for storm water: Area A, Area B, and Area C. Each area will have a separate detention basin to store storm water until storm drain pipes can convey the water away from the area to the City's Master Storm system. Upon development, all projects will be required to connect to City utility systems, including stormwater drainage and water systems. An update to the Master Plan Area fee to fund plan area storm drain infrastructure as well as payment of the City of Turlock's Storm Drainage Fee to fund storm drain improvements will be required conditions of approval for the project.

Pursuant to CEQA §15183, this project is consistent with the General Plan and no additional environmental review is needed because there are no impacts utilities and service systems peculiar to the project, no new significant utilities and service systems impacts, no new offsite and cumulative utilities and service systems impacts, or no utilities and service systems impacts that are more significant than described in the prior General Plan EIR.

- c) The subject site is within the boundaries of the City of Turlock's Water Master Plan. The developer must construct any project-related water infrastructure to ensure adequate water service to City of Turlock standards. Mitigation of the need for the alteration to water systems will be through the requirement that the applicant, prior to the issuance of building permits, pay the adopted water connection fees, reflecting the pro rata share of the necessary improvements to the existing City water system for each new water user as well as Master Plan Area fees. Furthermore, a condition of each new development is payment of a Capital Facility Fee, a portion of which is used to fund water improvements.

Pursuant to CEQA §15183, this project is consistent with the General Plan and no additional environmental review is needed because there are no impacts utilities and service systems peculiar to the project, no new significant utilities and service systems impacts, no new offsite and cumulative utilities and service systems impacts, or no utilities and service systems impacts that are more significant than described in the prior General Plan EIR.

- e) See a) and b) above.

- f) Upon completion, all homes in the project area shall contract with the City of Turlock's designated waste hauler, Turlock Scavenger for solid waste disposal. Sufficient capacity remains for the additional solid waste needs to support this project.

- g) Waste will be of a domestic nature and will comply with all federal, state and local statutes. Turlock Scavenger has an adopted waste diversion / recycling program which has resulted in waste diversion exceeding state-mandated (California Integrated Waste Management Board) timeframes under Public Resources Code 41000 et seq.

Sources: [City of Turlock, Capital Improvement Program (CIP), 2011/2012-2015/2016; City of Turlock, General Plan, City Design, Safety and Conservation Elements, 2012 & Housing Element, 2003; City of Turlock, Water Master Plan Update, 2009; City of Turlock, Waste Water Master Plan, 1991; City of Turlock, Storm Water Master Plan, 2013].



CITY OF TURLOCK INITIAL STUDY CHECKLIST

Mitigation:

1. The City of Turlock shall amend the ETMP Area Fee Program to fully fund sewer, water and storm drain infrastructure. As a condition of project approval, the applicant shall be required to install the Plan Area infrastructure or the pay the fees in lieu.
2. The developer and/or property owner shall provide written consent, as provided in Section 54715 of the California Government Code, to the levy of an assessment to finance the operation and maintenance of drainage, flood control, street maintenance, and street lighting service which benefits the area to be developed.
3. The developer and/or property owner shall provide written consent, as provided in Section 22500 of the Streets and Highways Code, to the formation of an assessment district to finance the maintenance of landscaping.

	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
17. Mandatory Findings of Significance				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?				X
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of the past projects, the effects of other current projects, and the effects of probable future projects)?		X		
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

Pursuant to Public Resources Code Section 21080(c)(2) and CEQA Guidelines Section 15168(c)(1), the City of Turlock, as lead agency for the proposed project, has prepared an initial study to make the following findings:

1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.
2. All feasible mitigation measures developed in the General Plan EIR have been incorporated into the project.
3. Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan EIR, but feasible mitigation measures have been



CITY OF TURLOCK INITIAL STUDY CHECKLIST

incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.

4. There is no substantial evidence before the lead agency that that the subsequent project, as revised, may have a significant effect on the environment.
5. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.
6. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR by Turlock City Council Resolution 2012-156. As identified in the Turlock General Plan EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan, and its respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 2012-156), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.
7. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
 - a. no substantial changes have occurred with respect to the circumstances under which the General Plan EIR was certified, and
 - b. that there is no new available information which was not and could not have been known at the time the General Plan EIR was certified.

Addendum
to the Mitigated Negative Declaration
East Tuolumne Master Plan (ETMP)

1. INTRODUCTION

A Mitigated Negative Declaration (MND) for the East Tuolumne Master Plan (SCH# 2014062068) was adopted by the City of Turlock on November 18, 2014. The Mitigated Negative Declaration was prepared based upon the EIR for the 2012 General Plan certified on September 11, 2012. Changes in the project description have occurred since the preparation of these environmental documents necessitating the preparation of this Addendum. Copies of the East Tuolumne Master Plan can be found at:

<https://ci.turlock.ca.us/buildinginturlock/planninglandusepermitting/masterspecificplans/designguidelines/easttuolumnemasterplan.asp>

2. BACKGROUND

The State CEQA Guidelines provide guidance on the appropriate document for revisions to a previously adopted Negative Declaration. Section 15162 requires the preparation of a Subsequent Negative Declaration if the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous Negative Declaration was certified as complete, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous Negative Declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous Negative Declaration;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous Negative Declaration would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Section 15164 requires the lead agency to prepare an addendum to a previously adopted Negative Declaration if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent Negative Declaration have occurred. An Addendum need not be circulated for public review but can be included in or attached to the final Negative Declaration. The decision making body must consider the Addendum prior to making a decision on the project. A brief explanation of the decision not to prepare a subsequent Negative Declaration pursuant to Section 15162 should be included in the Addendum, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.

3. FINDINGS

None of the conditions described above under Section 15162 of the State CEQA Guidelines requiring a subsequent or supplemental Negative Declaration have occurred. New significant environmental effects or a substantial increase in the severity of previously identified significant effects are not expected. In addition, no substantial changes have occurred with respect to the circumstances under which the project will be undertaken. These findings are supported by the following environmental assessment of the project. The minor changes and additions to the project as listed below are consistent with Section 15164 of the State CEQA Guidelines, and an Addendum to the previously certified Negative Declaration is the appropriate CEQA documentation. This Addendum will be considered by the City Council of the City of Turlock at a noticed hearing as part of approval of changes to the project.

4. REVISIONS TO THE NEGATIVE DECLARATION PROJECT DESCRIPTION

The project consists of revisions to the storm water component of the East Tuolumne Master Plan to allow for the option of the areas to develop and do full on-site retention for storm water through basins or connect to the City's storm water system. Additionally language would also be added to the Master Plan to allow the City Engineer to make modifications to the proposed infrastructure plans if evidence can be provided to show

variations in the proposed infrastructure meet the infrastructure needs of the entire master plan area and the intent of the master plan document. An addendum to the East Tuolumne Master Plan mitigated negative declaration is proposed, demonstrating none of the changes in Section 15162 of the CEQA Guidelines has occurred which would necessitate the preparation of a subsequent environmental document. The properties within the East Tuolumne Master Plan are as follows: 2707, 2930, 3007 and 3130 E. Tuolumne Road, 2606, 2736, 2772 N. Quincy Road, more accurately described as Stanislaus County APNs 073-013-003, 006, 004, 007, 010, 009, 015 and 016.

5. IMPACT ASSESSMENT

This section provides an assessment of the effects of the project revisions, identified in Section 4, on the impact analysis presented in the adopted Mitigated Negative Declaration for the East Tuolumne Master Plan and the final EIR for the 2012 General Plan.

AESTHETICS AND VISUAL RESOURCES

The proposed revisions to the project description would not result in any change in the proposed boundary of the East Tuolumne Master Plan at full build. The project consists of changes to the storm water infrastructure. The increased impact from light or glare at build-out would be the same as previously identified. Therefore, the impact analysis and mitigation measures in the East Tuolumne Master Plan Mitigation Negative Declaration are adequate for the project.

AGRICULTURAL RESOURCES

The proposed revisions to the project description would not result in any change in the proposed boundary of the East Tuolumne Master Plan at full build-out and would not convert additional agricultural land to urban use. Mitigation measures have been incorporated into the Mitigated Negative Declaration to ensure the continued operation of agricultural operations within the Plan Area boundary until such time that the area is converted to urban uses. Therefore, the impact analysis presented in the East Tuolumne Master Plan Mitigated Negative Declaration is adequate for the project.

AIR QUALITY AND GREENHOUSE GAS EMISSIONS

The proposed revisions to the project description would not result in any change in the proposed boundary of the East Tuolumne Master Plan at full build-out. The air quality and greenhouse gas emissions analysis provided in the East Tuolumne Master Plan Mitigated Negative Declaration anticipates full build out of the ETMP. Mitigation measures have been incorporated into the ETMP Mitigated Negative Declaration and 2012 General Plan to

reduce potentially adverse air quality impacts of the project to the greatest extent feasible. No other feasible measures are available to reduce the project impacts beyond those identified in the Mitigated Negative Declaration. Project-level analysis will be prepared for each project to ensure any potentially adverse impacts are addressed. Therefore, the impact analysis presented in the ETMP Mitigated Negative Declaration is adequate for the project.

BIOLOGICAL RESOURCES

The proposed revisions to the project description would not result in a substantial change in the project location or its orientation to the surrounding existing land uses or natural resources. No federal wetlands, established native or migratory wildlife, or biological resources were identified within the project area. Project-level environmental review and mitigation measures will be required to address potential impacts on Swainson's Hawk or migratory wildlife corridors, as identified in the Mitigated Negative Declaration for the ETMP Mitigated Negative Declaration. Therefore, the impact analysis presented in the ETMP Mitigated Negative Declaration is adequate for the project.

CULTURAL RESOURCES

No cultural resources were identified in the Plan Area boundary. Mitigation measures were identified to ensure that unknown historical, archaeological, cultural resources, or human resources found at the time of construction would be adequately protected. The proposed revisions to the project description would not result in a substantial change in the project location or its orientation to the surrounding area. Therefore, the impact analysis and mitigation measures presented in the ETMP Mitigated Negative Declaration are adequate for the project.

GEOLOGY AND SOILS

The proposed revisions to the project description would not result in a substantial change in the project location or its effects on the geology and soils within the project area. Mitigation measures have been identified in the ETMP Mitigated Negative Declaration to ensure reduce all potentially significant impacts to a less-than-significant level. Therefore, the impact analysis presented in the ETMP Mitigated Negative Declaration is adequate for the project.

HAZARDOUS MATERIALS

The proposed revisions to the project description would not result in a substantial change in the project location or the boundary of the project area. The risks associated with the use, production, transport, disposal, or accidental of hazardous materials would not change.

Therefore, the impact analysis presented in the ETMP Mitigated Negative Declaration is adequate for the project.

HYDROLOGY AND WATER QUALITY

The proposed revisions to the project description would not result in a substantial change in the project location or its effects on hydrology and water quality within the project area. The proposed amendment would remove the requirement for development to install infrastructure to connect to the City utility system if it can be demonstrated the basin can percolate in accordance with City Standards. The basins were already identified in the Master Plan but the basins will now either connect to the City Storm system or they will percolate. Mitigation measures have been identified in the ETMP Mitigated Negative Declaration to ensure all potentially significant impacts are reduced to a less-than-significant level. Project-level development and environmental review will be required prior to construction to ensure that adequate infrastructure is in place to address water use, runoff, and wastewater discharge. Projects that cannot meet these requirements would not be approved by the City of Turlock. Therefore, the impact analysis presented in ETMP Mitigated Negative Declaration is adequate for the project.

LAND USE PLANNING

The proposed revisions to the project description would not result in any change in the proposed boundary of the ETMP at full build-out. Potential conflicts between incompatible land uses would be minimized through the application of mitigation measures identified in the ETMP Mitigated Negative Declaration to the project prior to approval. Project-level mitigation measures would be required to minimize potential impacts to a less-than-significant level. Therefore, the impact analysis presented in the ETMP Mitigated Negative Declaration is adequate for the project.

MINERAL RESOURCES

The proposed revisions to the project description would not result in any change in the proposed boundary of the ETMP at full build-out. Therefore, the impact analysis presented in the ETMP is adequate for the project.

NOISE

The proposed revisions to the project description would not result in any change in the allowed uses in or the proposed boundary of the ETMP at full build-out. Therefore, the impact analysis presented in the ETMP Mitigated Negative Declaration is adequate for the project.

POPULATION AND HOUSING

The proposed revisions to the project description would not result in any change in the proposed boundary of the ETMP at full build-out or a change in the number of allowable units. Therefore, the impact analysis presented in the ETMP Mitigated Negative Declaration is adequate for the project.

RECREATION

The proposed revisions to the project description would not result in any change in the proposed boundary of the ETMP and will not change the number of allowable residential units at full build-out. The project involves a change in the method of storm water retention that will not change the proposed development in the area. Therefore, the impact analysis presented in the ETMP Mitigated Negative Declaration is adequate for the project.

PUBLIC SERVICES

The proposed revisions to the project description would not result in any change in the proposed boundary of the ETMP at full build-out. Impacts to public services will be evaluated through the development review process to ensure adequate services are available to meet anticipated needs. Developers will be required to provide adequate services to support the development as mitigation measures and conditions of approval. Project-level mitigation measures would be required to minimize potential impacts to a less-than-significant level. Therefore, the impact analysis and mitigation measures presented in the ETMP Mitigated Negative Declaration are adequate for the project.

TRANSPORTATION AND TRAFFIC

The proposed revisions to the project description would not result in any change in the proposed boundary of the ETMP at full build-out. There are also no changes in the land use designations. Therefore, the impact analysis presented in the ETMP Mitigated Negative Declaration is adequate for the project.

UTILITIES AND SERVICE SYSTEMS

The proposed revisions to the project description would not result in any change in the proposed boundary of the ETMP at full build-out. The change in the project description will not change any impacts to public facilities and services from what was previously evaluated. The change will allow projects in the Master Plan area to install retention basins with

French Drain systems that can percolate in accordance with City Standards instead of connecting the basin to the City's storm system. The size of the basins will not change from what was previously analyzed. Percolation studies will have to be conducted to show the appropriate rate of percolation can occur, if it cannot, the basin will have to connect to the City's storm system. The basins will be maintained by the City and will be funded through the assessment district. The maintenance and future repair and/or replacement of the drain system will be included in the assessment district costs. It has been determined that the collection systems, capacity and services, for water, solid waste, wastewater, energy, and police and fire protection are adequate to address any potential impacts of the project. Developers will be required to provide adequate facilities and services to support the development as mitigation measures and conditions of approval. Project-level mitigation measures would be required to minimize potential impacts to a less-than-significant level. Therefore, the impact analysis presented in the ETMP Mitigated Negative Declaration is adequate for the project.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF ADOPTING GENERAL }
PLAN AMENDMENT 2018-01 (EAST TUOLUMNE }
MASTER PLAN) AMENDING THE EAST }
TUOLUMNE MASTER PLAN }**

RESOLUTION NO. 2019-

WHEREAS, in November of 2005, the City Council approved the East Tuolumne Master Plan which approved the annexation of approximately 100 acres along East Tuolumne Road between North Quincy Road and North Waring Road that would allow for the development of approximately 200 houses on 1/3 acre lots consistent with the area's General Plan Land Use Designation of Very Low Density Residential (VLDR); and

WHEREAS, in 2014, the City Council adopted amendments to the East Tuolumne Master Plan (ETMP) to change the designation of two of the properties in the master plan area from Very Low Density Residential (VLDR) to Low Density Residential (RL) to allow for approximately 278 residential lots within the entire master plan area; and

WHEREAS, amendments are proposed for the Public Facilities and Services Section of the East Tuolumne Master Plan to allow for an alternative method for handling storm water in the Master Plan area, and to further clarify the infrastructure plans for the area are conceptual and to grant the City Engineer discretion in making modifications to the infrastructure plans if they meet the intent of the Master Plan; and

WHEREAS, the Planning Commission unanimously recommended the City Council adopt General Plan Amendment 2018-01 (East Tuolumne Master Plan Amendment) at its regular meeting held on January 17, 2019; and

WHEREAS, the City Council certified an Addendum to the East Tuolumne Master Plan Mitigated Negative Declaration on March 12, 2019 after considering the evidence and public testimony on the matter; and

WHEREAS, after public hearing held on March 12, 2019, the City Council found and determined as follows:

1. The proposed amendments conform to the provisions and standards of the General Plan.
2. The proposed amendment are consistent with the balance of the General Plan.
3. The proposed amendment are necessary to implement the goals and objectives of the General Plan.
4. The public necessity, convenience, and general welfare require the proposed amendment.
5. The proposed amendments will not cause substantial environmental damage.

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

Section 1. The City Council hereby approves General Plan Amendment 2018-01 and adopts the proposed amendments to the East Tuolumne Master Plan attached hereto as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of March, 2019, by the following vote:

AYES:

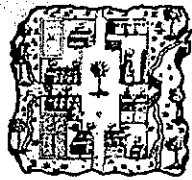
NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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



East Tuolumne master
City of Turlock, Ca *plan*

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Master Plan Authors

The East Tuolumne Master Plan was originally prepared for the City of Turlock by William Hezmahalch Architects Inc.

This Master Plan Amendment has been prepared by City of Turlock Staff, with updated Figures provided by GDR Engineering Inc.

Chapter 1 - Introduction

1.1 Purpose

The City of Turlock is committed to community planning to create an attractive and pleasant living environment and enhance the quality of life for current and future residents. This is evident in the City's General Plan, which not only addresses basic land use, circulation and housing needs in accordance with state law, but also dedicates an entire Element to City Design. The East Tuolumne Master Plan's purpose is to implement the General Plan's goals and policies while further refining a vision for the Master Plan area, thus ensuring cohesive and attractive residential development.

The East Tuolumne Master Plan area is located at the easterly edge of the City limits. The City of Turlock General Plan designates this area for residential development and also recognizes this area as the City's urban-agricultural edge.

The General Plan, updated in 2012, identified evaluating and updating the East Tuolumne Master Plan area as a high priority. Since the Master Plan's adoption in 2005 market conditions have not supported developing the land with very low-density residential uses. Increasing the allowable density in this Master Plan area by re-designating two of the parcels to Low Density Residential, will reduce the per unit development impact fee cost and should help make development in this area financially feasible.

Another major theme of the Turlock General Plan is the preservation of farmland through more compact development.

The primary purpose of the East Tuolumne Master Plan update is to implement the General Plan's requirement for an agriculture buffer while also implementing the General Plan policy promoting more compact growth by increasing the number of lots to be developed than was allowed for in the original Master Plan.

This update will increase the units from approximately 200 to 278. This will increase the density while still maintaining larger lots than typically found in residential areas.

The City seeks to create a smooth transition from the more dense residential development in the west and south to the rural development within the County in the east and north, while allowing for slightly more dense development than the very low-density residential land use designation. The overall goal of the Master Plan is to establish a clear separation between Turlock and Denair and ensure that both remain distinct and independent communities.

The Master Plan intends to create neighborhoods with a rural character and strong sense of community. Rural areas are characterized by large estate homes, a variety of lot widths, traditional architectural styles, large setbacks, and open fencing. The Master Plan establishes design guidelines and development standards that not only ensure a consistent rural character throughout the Master Plan area but also ensure effective integration with existing neighborhoods.

The Master Plan provides a framework for developers to follow when preparing development proposals. Further, it establishes criteria for City staff and policy makers to use when evaluating the consistency and appropriateness of development proposals. In most cases, the standards developed in the Master Plan are consistent with existing citywide development standards. Where there is a discrepancy between citywide standards and standards within the Master Plan, it is intended that the standards within the Master Plan shall apply. The Master Plan does not seek to restrict development but rather seeks to enhance the quality and character of future residential development for this portion of Turlock.

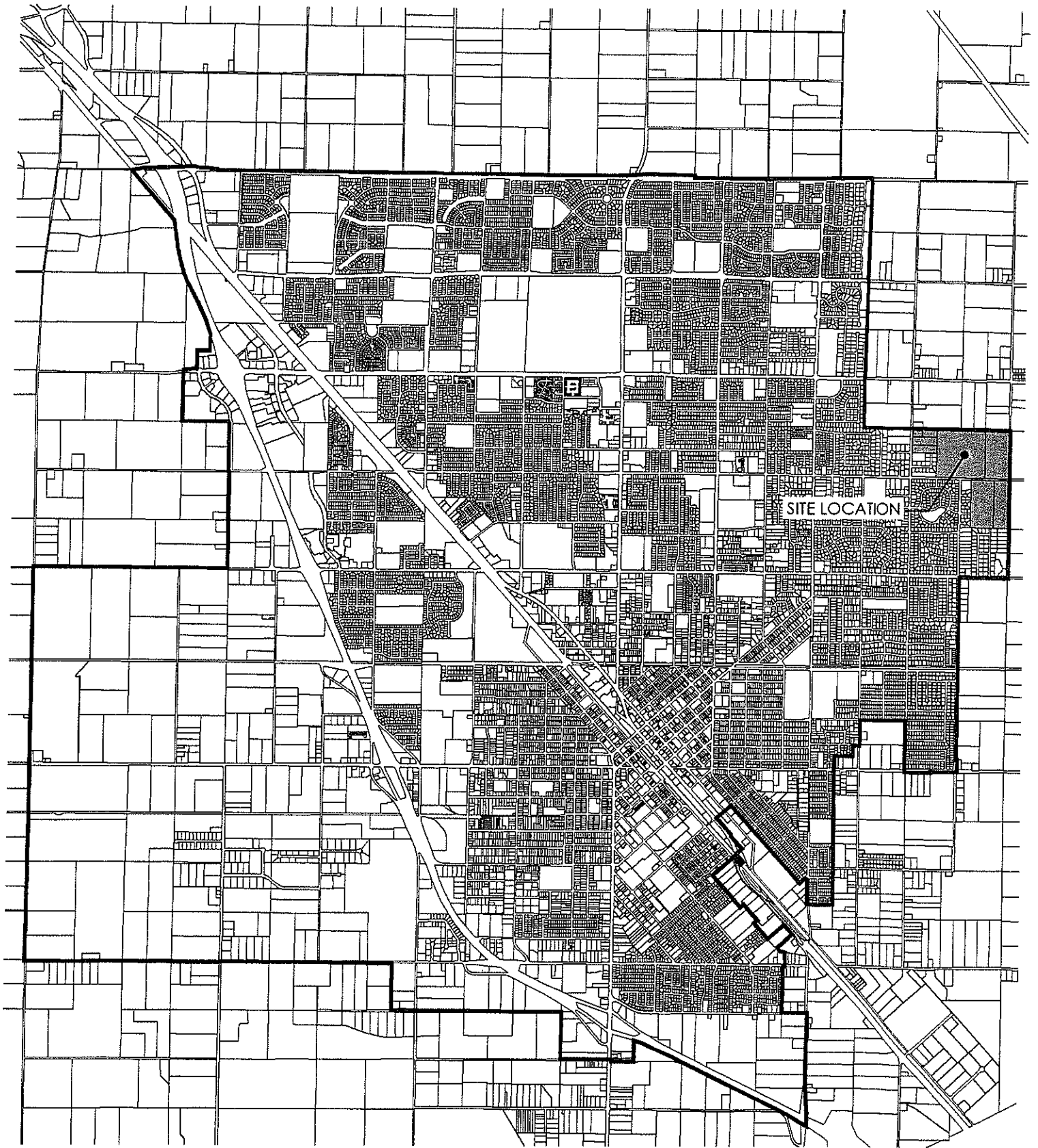


Figure 1-1
Master Plan Location Map

Chapter 1 - Introduction

1.2 Planning Area

The City of Turlock is located in the southern portion of Stanislaus County along Highway 99. The 101.3 acre East Tuolumne Master Plan area was annexed into the City in 2006. The northern and eastern edge of the master plan area is the City limit, between North Quincy Road and North Waring Road. East Tuolumne Road runs through the planning area in an east-west direction dividing the planning area into two distinct sections. See Figure 1-1 on the previous page, which shows the location of the Master Plan area.

1.3 Master Plan Ownership

The Master Plan area consists of eight parcels, each individually owned. Two parcels located south of East Tuolumne Road total approximately 32 acres. The remaining six parcels to the north include one 19.7 acre parcel, one 40.6 acre parcel and four smaller parcels ranging from approximately 1-3 acres in size. See Figure 1-2 on the following page, which shows the various Master Plan properties and their corresponding ownerships.

1.4 Existing Conditions

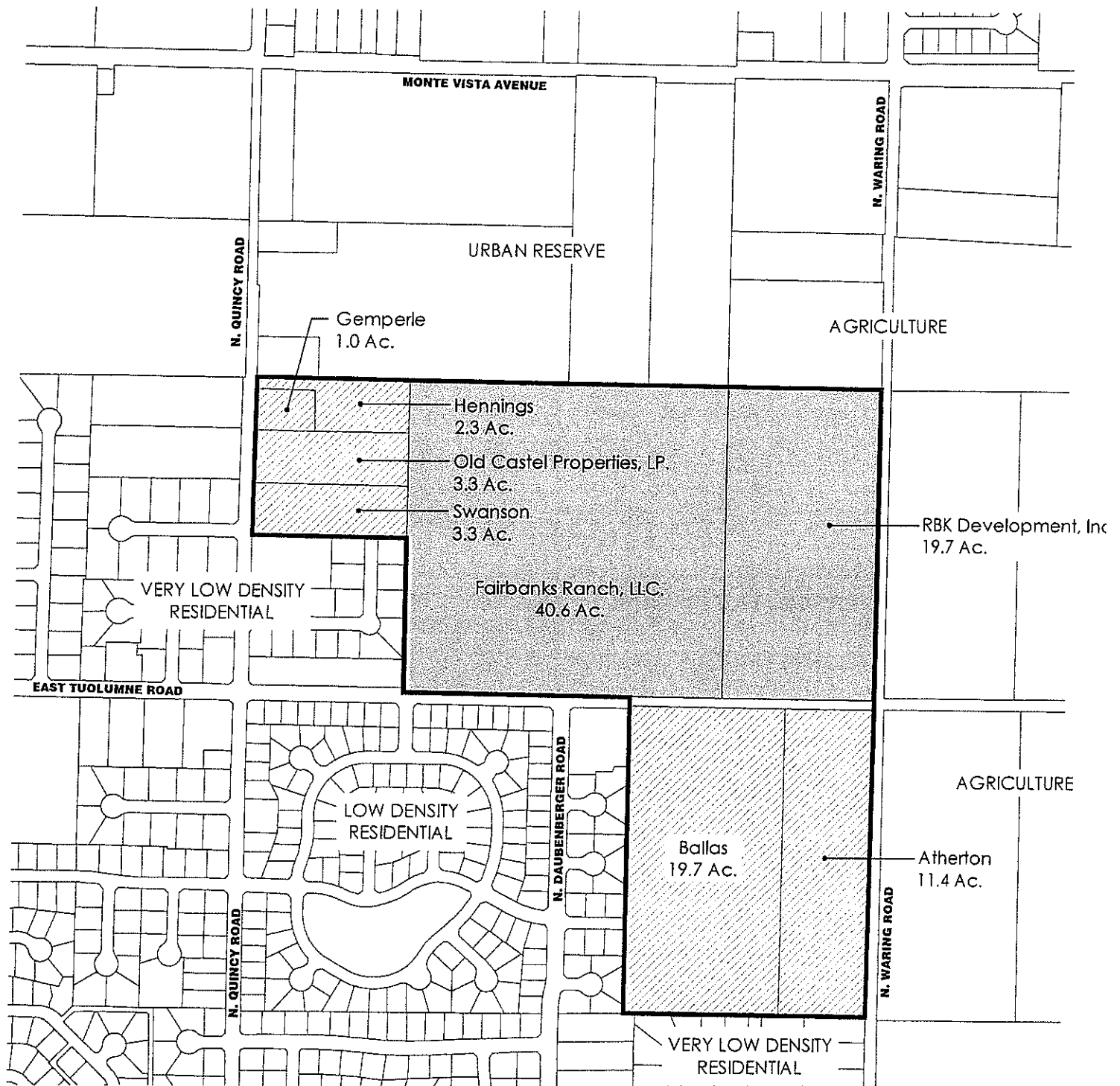
The Master Plan area consists of relatively flat terrain and is utilized primarily for agricultural uses. A limited number of estate homes have been constructed in the planning area along North Quincy Road and East Tuolumne Road. The southerly portion of the site includes three houses and seasonal crops while the northerly portion of the site predominantly consist of seasonal crops.

The planning area is surrounded by low to very low-density residential development and agricultural lands. Existing low-density residential neighborhoods to the south and southeast consist of 5000 SF minimum lot subdivisions. Homes in these neighborhoods generally include production




homes and custom homes of various height, mass and architectural style. As residential development continues toward the northerly and easterly city limits, residential subdivisions give way to larger custom estate lots on minimum 14,500 SF lots. Agricultural uses to the north include orchards and fallow fields. These lands are located outside the City limit but are within the City's Sphere of Influence. The City of Turlock's General Plan has designated this area as "Urban Reserve".

Agricultural uses to the east include vineyards and orchards, which are located outside both the City's corporate limit and Sphere of Influence. Figure 1-3 demonstrates the existing land uses and physical features within the Master Plan area and Figure 1-4 includes images of existing land uses within and surrounding the site. Both exhibits are shown on the following pages.





LAND USE CATEGORY

-  Low Density Residential
-  Very Low Density Residential
-  Planning Area Boundary

101.3 Total Acres

Figure 1-2
Master Plan Properties



Figure 1-3
Existing Land Uses



Figure 1-4
Existing Imagery

Chapter 2 - Circulation

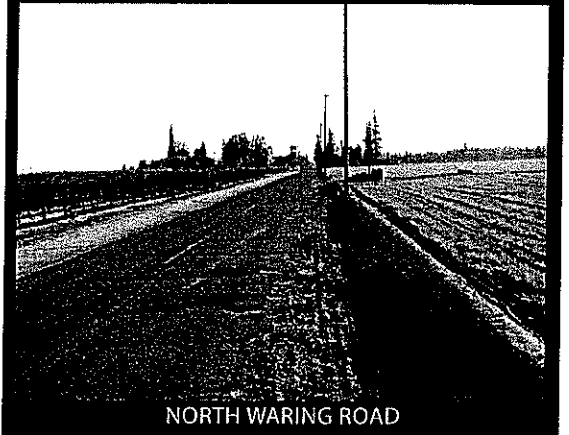
2.1 Introduction

The planning area is currently served by three major roadways: East Tuolumne Road divides the Master Plan area in an east-west direction, North Waring Road serves as the project's easterly boundary, and North Quincy Road serves as the project's westerly boundary. The small residential subdivision adjacent to the northwest corner of the planning area provides a stub street connecting to the four smallest parcels.

The Master Plan proposes minor changes to the existing circulation pattern. These changes will primarily consist of frontage and intersection improvements as described in later sections of this chapter. New local roadways and intersections will be required to serve future residential development. See Figure 2-1 on the following page, which demonstrates the existing and proposed circulation pattern within and surrounding the Master Plan area.



EAST TUOLUMNE ROAD



NORTH WARING ROAD



NORTH QUINCY ROAD



- Figure 2-1
Conceptual
Circulation Plan

Chapter 2 - Circulation

2.2 Roadway Character and Circulation Design Guidelines

The Master Plan circulation network aims to provide an interconnected system of roadways, sidewalks and bike paths, unifying the various parcels into one neighborhood while allowing efficient movement of vehicles, pedestrians and bicyclists through the planning area. The following design guidelines are intended to provide a safe, efficient, and interconnected circulation system for the Master Plan area:

- a. Streets should be curvilinear to enhance the streetscene, encourage reduced traffic speeds, and create a more rural atmosphere.
- b. The circulation network should be designed to provide multiple vehicular and pedestrian connections between the various properties within the Master Plan area to establish the entire area as one unified neighborhood and encourage pedestrian or bicycle use as an alternative to vehicular use.
- c. Cul-de-sacs should be minimized whenever possible.
- d. All public streets shall be improved along the Master Plan area's frontage and dedicated to the City of Turlock.
- e. The City of Turlock shall be responsible for the repair and maintenance of all public streets within the planning area.
- f. North Waring Road and East Tuolumne Road shall be improved to include Class II bicycle lanes.
- g. Sidewalks shall be provided on both sides of all local public streets within the planning area.
- i. Landscaping within public right-of-ways shall be consistent with the landscape design guidelines provided in Chapter 3 of this Master Plan.
- j. A Landscape and Lighting District (LLD) shall be established to maintain not only standard public improvements, but also entry monumentation, special paving, decorative lighting and other non-standard design elements.
- k. Pavement sections for public streets shall be in

accordance with minimum City standards and the requirements of the City Engineer.



2.3 Collector Streets

Collector streets are larger streets intended to serve higher volumes of traffic with multiple turning movements. Collector streets provide connections between heavily traveled arterials and local streets. Three collector streets currently serve the Master Plan area: North Waring Road, East Tuolumne Road, and North Quincy Road.

2.3.1 North Waring Road

Policy 6.1-k of the City of Turlock General Plan calls for the implementation of an "agricultural-urban buffer design to minimize the impact of urban development near active agricultural operations. This policy restricts housing from fronting onto agricultural properties. In accordance with this Policy, the Master Plan proposes a block wall along North Waring Road with no houses fronting onto North Waring Road. This will help to create a buffer between the urban edge and the agricultural uses across North Waring Road to minimize urban-agriculture conflicts.

The street section for North Waring Road consists of a 56'-foot right of way including one 20-foot travel lane, one 5-foot Class II bike lane, 6-foot landscape strip and 5-foot sidewalk on the west side of Waring. Parking will not be permitted along the western side of Waring Road. The fifteen-foot

Chapter 2 - Circulation

public utility easement shall be landscaped. The eastern side of Waring Road will have one 12-foot travel lane, one 5-foot Class II bike lane and a 3-foot swale. The swale-type drainage gutter with rock or gravel bottom is encouraged as an alternative to typical concrete curb and gutter in order to maintain a more rural appearance. Figure 2-2 on the following page illustrates the street section for North Waring Road.

2.3.2 North Quincy Road

The street section for North Quincy Road will consist of a 60-foot right-of-way including two 12-foot travel lanes, two 8-foot parking lanes, two Class III bike routes, 5-foot sidewalks, five-foot landscape strips on both sides, and City standard curb and gutter. The remaining street section will consist of landscaping as shown in Figure 2-3 on the following page.

2.3.3 East Tuolumne Road

East Tuolumne Road will be improved along the planning area's frontage to meet City standards and will include a Class II bikeway. Improvements to East Tuolumne Road will include dedication of additional right-of-way and the installation of curb, gutter and sidewalk along the planning area's frontage to be consistent with existing improvements to the west.

There are three different street sections for East Tuolumne Road to accommodate existing development, lots that front onto East Tuolumne Road and lots that back onto East Tuolumne Road.

Figure 2-4 shows the first street section for East Tuolumne Road that will extend from Tiverton Way up to APN 073-016-006 on the south side of the street where the existing frontage improvements will remain. Figure 2-5 also shows the new improvements that will be installed along the north side of East Tuolumne Road for lots fronting onto East Tuolumne Road and the area adjacent to the drainage basin.

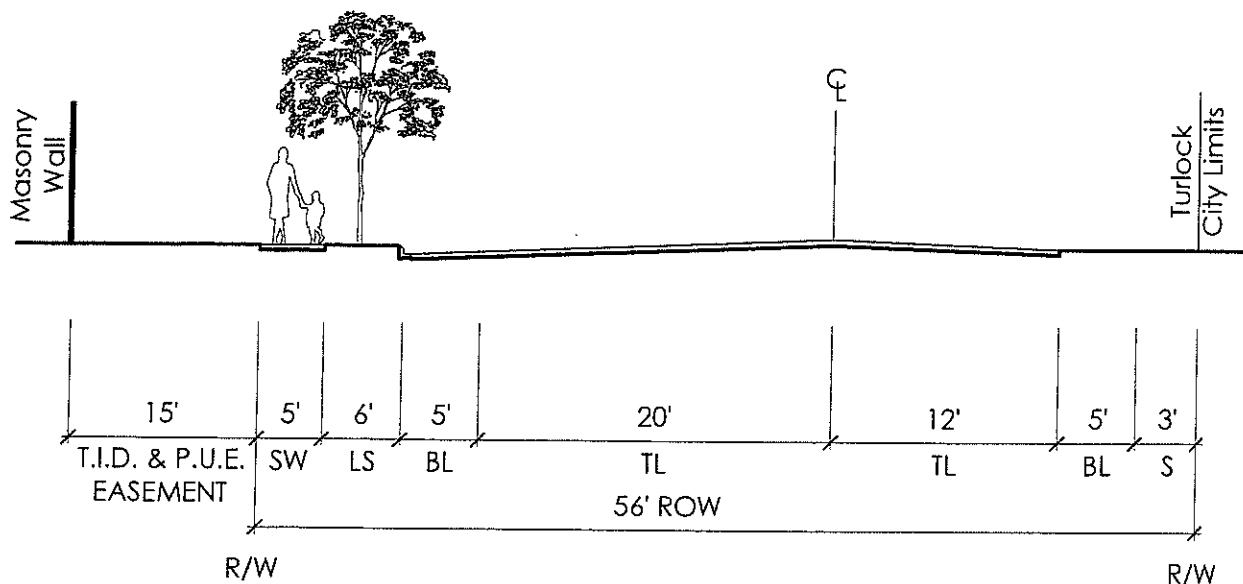
This section will consist of a 71-foot right-of-way including two 12-foot travel lanes, two 5-foot Class II bike lanes and two 8-foot parking lanes.

The existing improvements on the south side of East Tuolumne Road consist of a 5-foot sidewalk and a 5-foot landscape strip and City standard curb and gutter. The improvements on the north side of East Tuolumne Road will include a 6-foot landscape strip adjacent to the parking lanes and a 5-foot sidewalk.

Figure 2-6 shows the improvements that will be installed along the south side of East Tuolumne Road along parcel 073-016-006 & 073-016-007 and the improvements on the north side of East Tuolumne Road for any lots fronting onto East Tuolumne Road and the area adjacent to the drainage basin.

This section will consist of a 72-foot right-of-way including two 12-foot travel lanes, two five-foot Class II bike lanes, two 8-foot parking lanes, two six-foot landscape strips and two five-foot sidewalks.

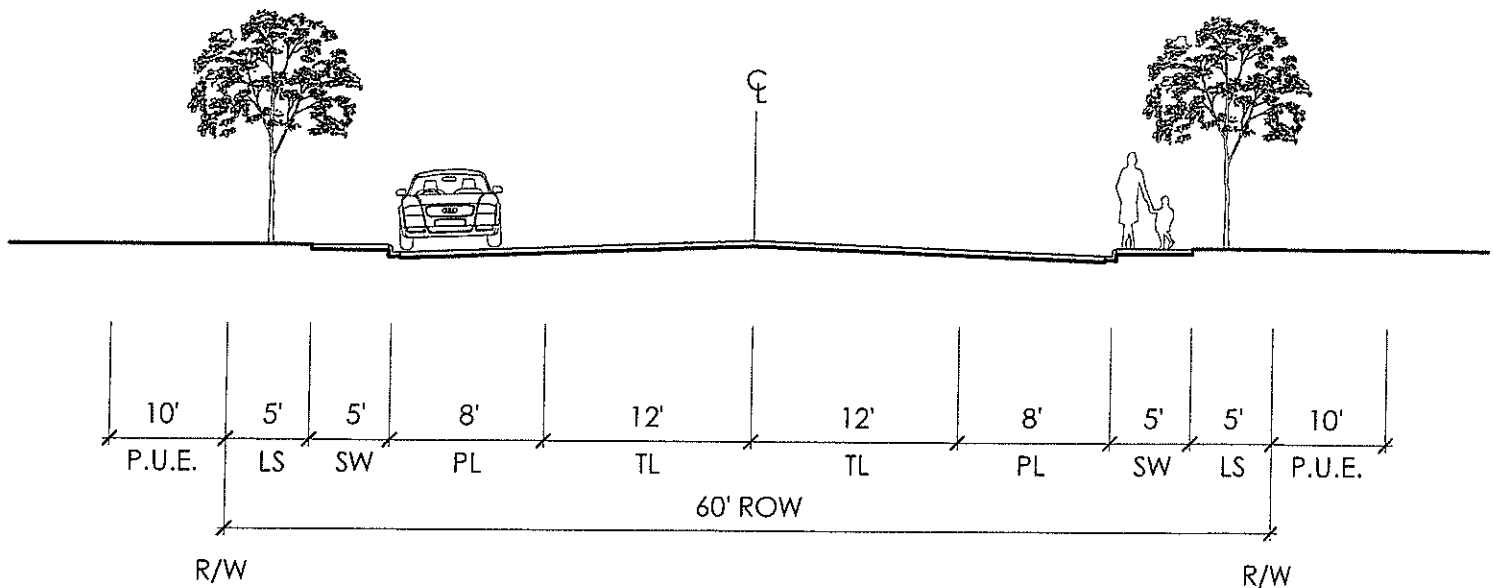
Figure 2-7 will consist of the same improvements as Figure 2-6 with the exception of a 15-foot public utility easement that will be required along the properties on the north side of East Tuolumne Road that back onto the road with a masonry wall and adjacent to East Tuolumne Road. The masonry wall will be setback 15 feet from the public right-of-way and landscaping will be installed in this area.



North Waring Road (56' ROW)

Figure 2-2

* No Parking Sign to be Installed by Developer

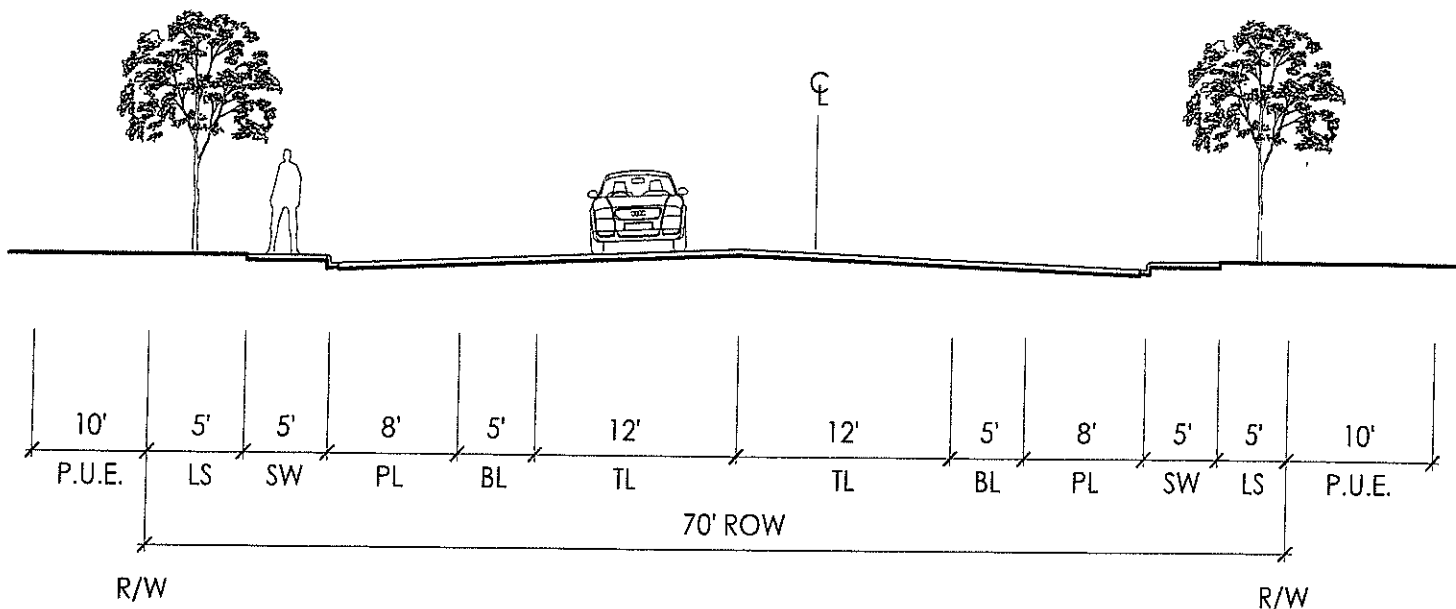


Quincy Road (60' ROW)

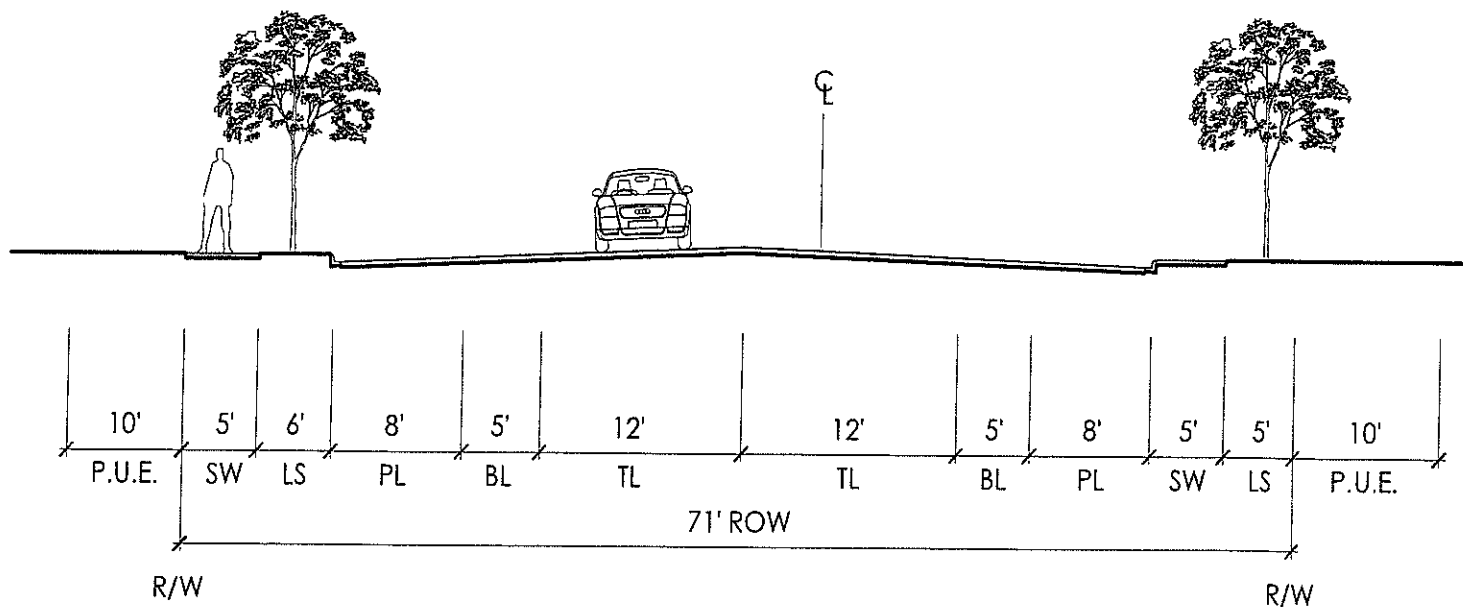
Figure 2-3

P.U.E.	Public Utility Easement
T.I.D.	Turlock Irrigation District
S	Swale
SW	Sidewalk
LS	Landscaping
PL	Parking Lane
TL	Travel Lane

STREET SECTIONS



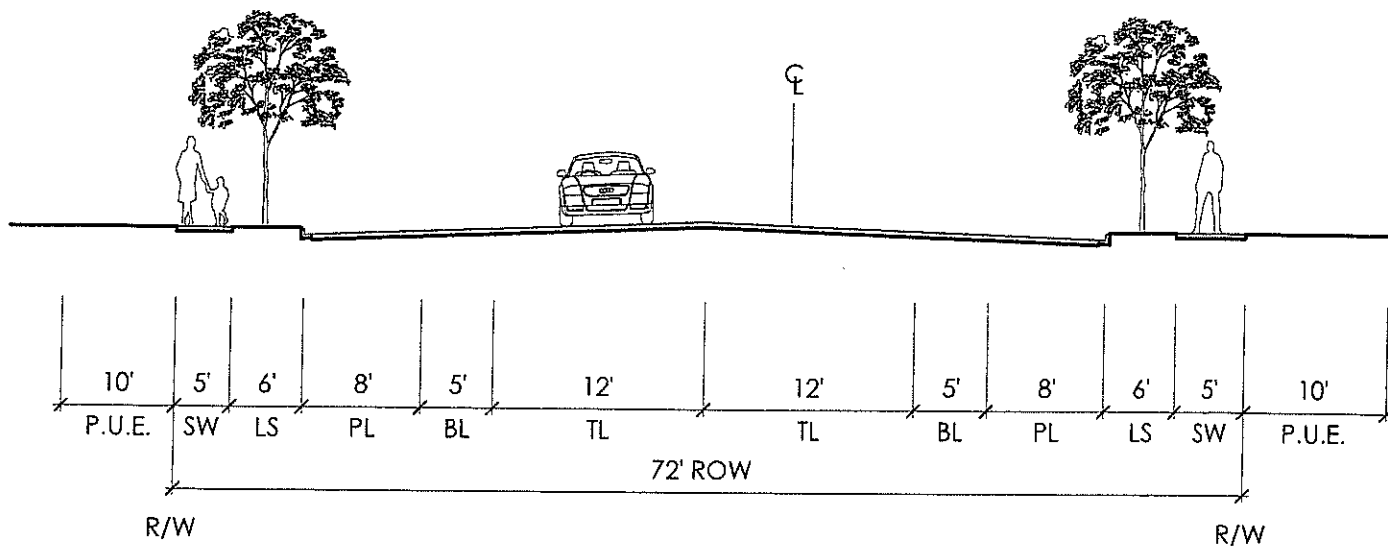
East Tuolumne Road (70' ROW)
Figure 2-4



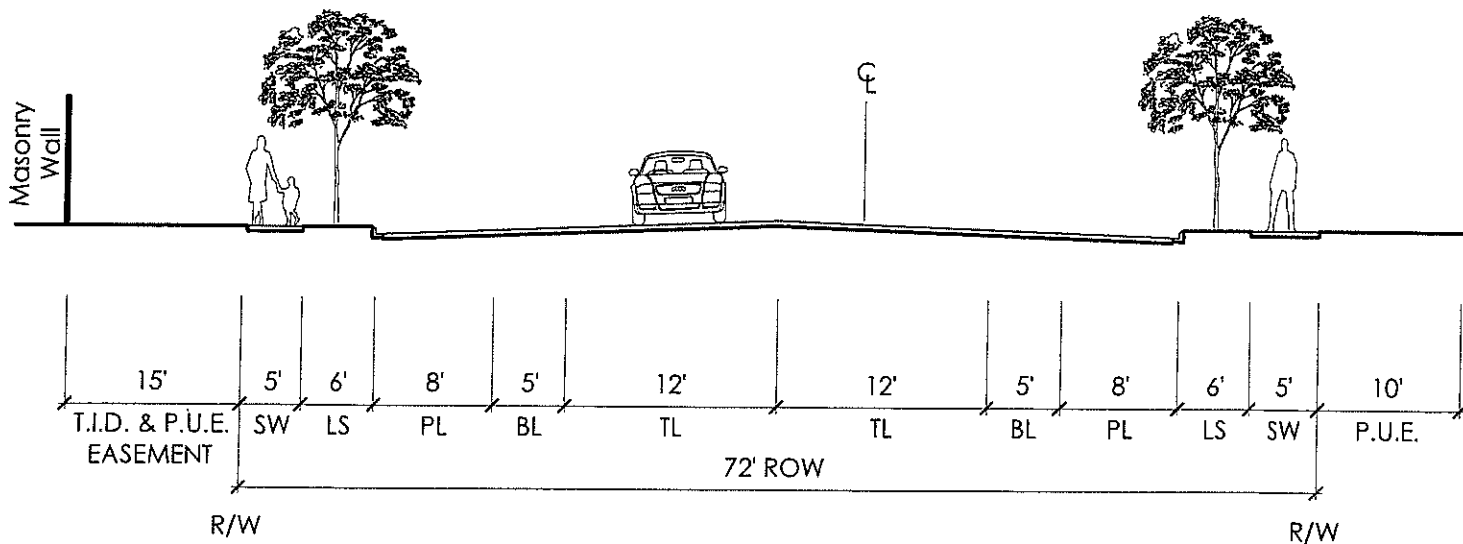
East Tuolumne Road (71' ROW)
Figure 2-5

P.U.E. Public Utility Easement
SW Sidewalk
LS Landscaping
PL Parking Lane
TL Travel Lane

STREET SECTIONS



East Tuolumne Road (72' ROW)
Figure 2-6



East Tuolumne Road (72' ROW)
Figure 2-7

- P.U.E. Public Utility Easement
- T.I.D. Turlock Irrigation District
- SW Sidewalk
- LS Landscaping
- PL Parking Lane
- TL Travel Lane

STREET SECTIONS

Chapter 2 - Circulation

2.4 Local Street

Local streets are intended to serve lower volumes of traffic and provide direct access to individual parcels. The design of the local street network and local street sections help define the character of the neighborhood.

Local streets within the Master Plan area should generally include sidewalk, street trees, and a narrower street section that encourage slower traffic speeds, create a pleasant walking environment, and foster social interaction among neighbors. Local street connections should be designed to establish a unified neighborhood throughout the planning area and define a sense of community. Street alignments should be curvilinear to provide an informal, rustic appearance and add to the rural character of the area. Figures 2-8 and Figure 2-9 show the approved street sections for the local streets.

Figure 2-8 shows the street section for the local street that will be used as an entryway into the subdivision. It is the same as the local street section with the addition of an 8-foot wide landscape median which will add to the character of the subdivision.

A number of local streets currently dead-end into the planning area and will need to be extended into the Master Plan area. Wyndfair Drive provides a stub to the southerly boundary of the planning area. Castlevue Drive provides a stub to the westerly boundary of the southern portion of the planning area. Valdosta Drive, part of a subdivision south of the four smaller parcels, also provides a stub to the project area. Existing intersections need to be carefully considered to ensure a safe circulation pattern and prevent cut-through traffic.

Three local streets intersect with East Tuolumne Road and North Quincy Road: Swanpark Drive, North Daubenberger Road and Bristol Park. The future circulation pattern will either need to extend these existing roadways into the planning

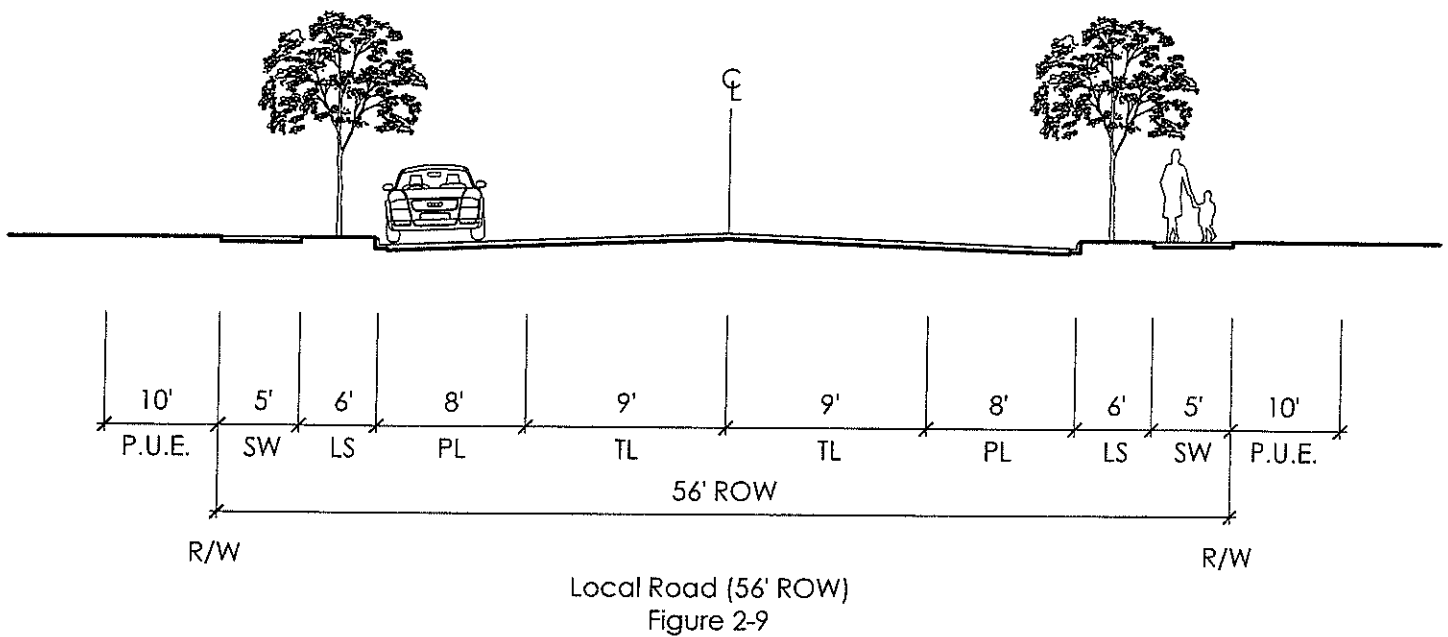
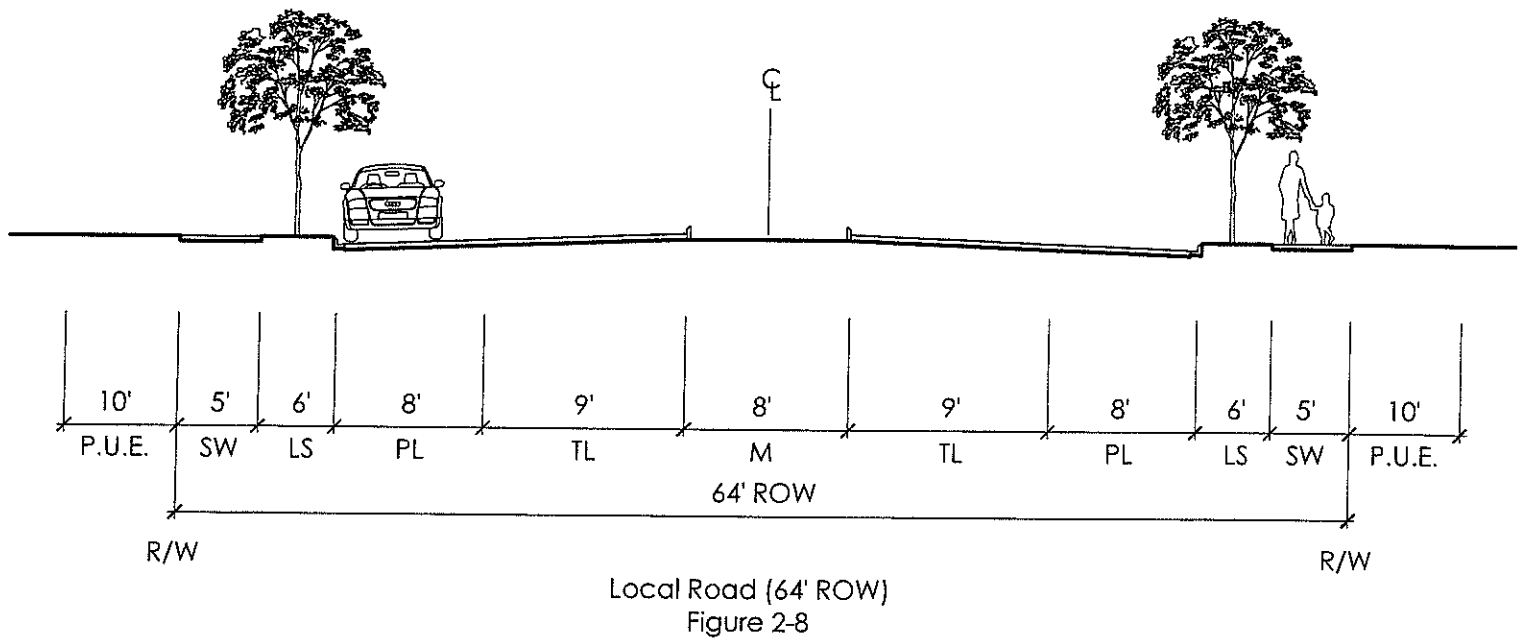
area to form a four-way intersection or will need to offset future intersections a minimum of 250 feet to meet the City's spacing requirements and avoid conflicts between vehicular turning movements.

2.5 Pedestrian/Bicycle Circulation

Design amenities such as sidewalks, and bicycle facilities encourage alternatives to vehicular use, promote social interaction, reduce air pollution and add to the overall attractiveness of the neighborhood. The Master Plan requires the inclusion of sidewalks throughout the Master Plan area as well as additional bicycle facilities as illustrated in Figure 2-10 as shown on page 19.

Pedestrian facilities within the Master Plan area shall include curb-adjacent sidewalks on both sides of North Quincy Road and sidewalk adjacent to the landscape strip on both sides of East Tuolumne Road and the western side of North Waring Road. Sidewalks are also required on both sides of all local roads. The pedestrian circulation network should be designed to provide multiple safe connections between the Master Plan parcels that may include street connections and open ended cul-de-sacs. Sidewalks along local roads, East Tuolumne Road and the west side of North Waring Road shall be separated from the street by a landscape strip to create a safer and more pleasant walking environment. Street trees shall be planted within landscape strips in accordance with the landscape design guidelines of this Master Plan to provide shade and relief from hot weather.

Bicycle circulation within the Master Plan area will be accommodated by Class II Bicycle routes on East Tuolumne Road, and North Waring Road and a Class III bike route on North Quincy Road.



P.U.E.	Public Utility Easement
SW	Sidewalk
LS	Landscaping
PL	Parking Lane
TL	Travel Lane
M	Median

STREET SECTIONS

Chapter 3 - Community Character and Design Guidelines

3.1 Introduction

A major theme of the Turlock General Plan is the establishment of a defined urban-agricultural edge to maintain Turlock as an independent community, separated from adjacent communities such as Denair and Keyes by farms and orchards. To achieve this goal, the General Plan City Design element calls for the implementation of an agricultural-urban buffer design.

Another major theme of the Turlock General Plan is the preservation of farmland through more compact development.

The primary purpose of the East Tuolumne Master Plan update is to implement the General Plan's agriculture buffer while increasing the number of lots in the Master Plan to accommodate more compact growth than allowed for in the original Master Plan. This update will increase the units from approximately 200 to 278. This will increase the density while still maintaining larger lots than typically found in residential areas.

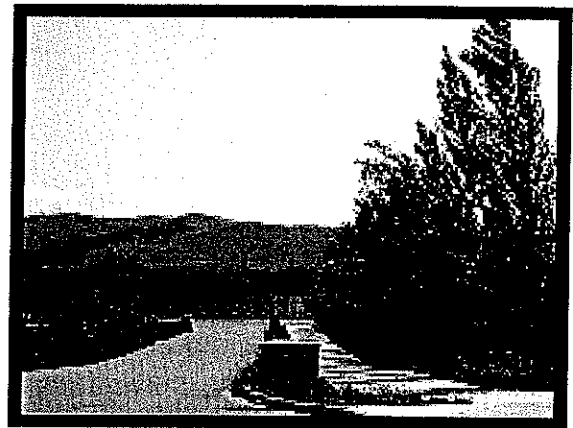
The two largest properties on the north side of East Tuolumne Road, APN: 073-013-003 & 073-013-004 will be re-designated to Low Density Residential (RL). To maintain larger lots the density range will be limited from the typical 3 to 7 units per acres to 3 to 4 units per acre.

The other parcels in the Master Plan area will continue to be designated as Very Low Density Residential (VLDR). In addition to establishing large lots, the vision of the Master Plan is to provide design elements that create a graceful and distinct transition from Turlock's urban areas to the large estate lots and agricultural areas in the County. This section provides comprehensive development standards and design guidelines that identify appropriate development standards including setbacks, fencing, landscaping and architecture that create neighborhoods designed to maintain a consistent rural character and ensure successful integration with surrounding uses.

The Master Plan seeks to create neighborhoods with a rural character and strong sense of community. Rural areas are characterized by larger residential lots, large estate homes, a variety of lot widths, traditional architectural styles and larger setbacks. Development patterns should emulate these rural design concepts while encouraging walking, bicycling and social interaction between neighbors.

The following design concepts establish the overall vision for the Master Plan area:

- Increased setbacks, a masonry wall and special landscaping will act as a buffer and serve as a transition between urban and rural uses.
- Architectural styles, entry features, landscaping, and other site amenities will establish a consistent rural character.
- Diversity in lot sizes, lot width, and architectural styles will achieve an attractive and unique streetscape.
- Roadway, sidewalk and bikeway connections will achieve connectivity within the Master Plan area and to existing neighborhoods.



Chapter 3 - Community Character and Design Guidelines

3.2 Site Design

The Master Plan area consists of two land use designations: Low Density Residential (RL) and Very Low Density Residential (VLDR). The intent of this Master Plan is to provide a graceful transition and a buffer between urban uses to the outlying rural uses located in the County by creating a rural atmosphere with an agrarian character. Site design plays an important role in establishing this transition while ensuring successful integration into the existing City fabric. Site design within the Master Plan area should blend rural development patterns with low-density urban development patterns. Future development proposals within the Master Plan area shall meet the following design guidelines:

- a. Lots shall not front onto North Waring Road, a 7-foot tall masonry wall shall be installed and increased rear yard setbacks shall be used to provide a buffer between homes and existing agricultural operations to the east.
- b. Increased setbacks shall be required for APN: 073-013-003 and 073-013-016 along the northerly property line of the Master Plan area to ensure adequate space between the homes and existing agricultural operations to the north in order to minimize conflict with existing agricultural operations.
- c. Setbacks should vary between lots to provide a varied streetscene.
- d. Lot depths and widths should vary throughout the development area to add interest and variety to the streetscene.
- e. Future subdivisions shall meet the development standards set forth in Table 3-1 and Table 3-2.



Chapter 3 - Community Character and Design Guidelines

Table 3-1

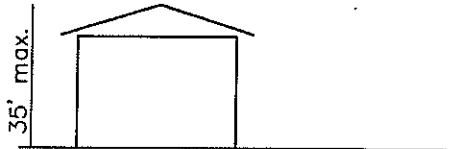
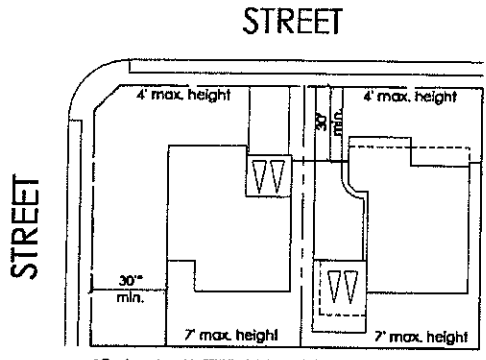
Very Low Density Residential Design Standards

Category	Regulation	Illustration
Land Use Applicable Zoning District Density Range Permitted Uses	VLDR (R-E Zoning) 0.2-3.0 dwelling units/gross acre Refer to City of Turlock Zoning	
Lot Configuration Lot Area Lot Width Depth Curved/Cul-de-sac Frontage Landscape Area Coverage	14,500 square feet minimum; may reduce to 10,000 sf min. along East Tuolumne Rd 90 ft. minimum 100 ft. minimum 60 ft. minimum 30% minimum	
Setbacks Front Yard Porch Living Space (1st story) Living Space (2nd story) Garage Interior Side Yard Porch Primary Building Garage Corner Side Yard Porch Living Space (1st story) Living Space (2nd story) Garage Rear Yard Primary Building Garage	20 ft. minimum ¹ 25 ft. minimum ¹ 30 ft. minimum ¹ 35 ft. minimum ¹ 10 ft. minimum ³ 10 ft. minimum ³ 10 ft. minimum ³ 20 ft. minimum ¹ 25 ft. minimum ¹ 30 ft. minimum ¹ 35 ft. minimum ¹ 30 ft. minimum ^{1 & 2} 10 ft. minimum ^{1 & 2}	

Chapter 3 - Community Character and Design Guidelines

Table 3-1

Very Low Density Residential Design Standards

Category	Regulation	Illustration
Building Height Primary Building Accessory Buildings	35' maximum Refer to the Municipal Code Standards	
Porches & Courtyards Depth Width	6 ft. minimum 25% of the length of the front elevation minimum	Refer to Section 3.3.5
Garages Required Spaces Garage Placement	2 spaces/unit minimum Refer to Section 3.3.6	Refer to Section 3.3.6
Fencing and Walls Front Yard (within 30' setback area) Corner Side Yard (within corner side yard setback area) Corner Side Yard ⁴ (Out of setback area) Rear Yard	Refer to Section 3.5 4 ft. maximum height (50% minimum transparency), or 3 feet maximum height if solid 4 ft. maximum height (50% minimum transparency, or 3 feet maximum height if solid) 7 ft. maximum height; shall be setback 30 ft. minimum from property line ⁴ 7 ft. maximum height; shall be open-type fencing or "living wall" when abutting agricultural uses or "urban reserve" zone.	 <p>* Can be reduced to 20' if the lot does not abut the front yard of an adjacent lot.</p>

¹ Increases by 15 feet along North Waring Road.

² Increases by 10 feet when adjacent to agriculture or "Urban Reserve".

³ May be reduced by 5 feet along East Tuolumne Road.

⁴ May be reduced to 20 ft. if it does not abut the front yard of an adjacent lot

Chapter 3 - Community Character and Design Guidelines

Table 3-2

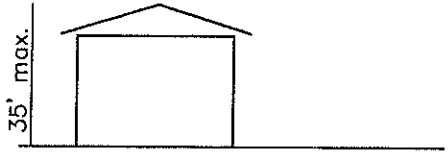
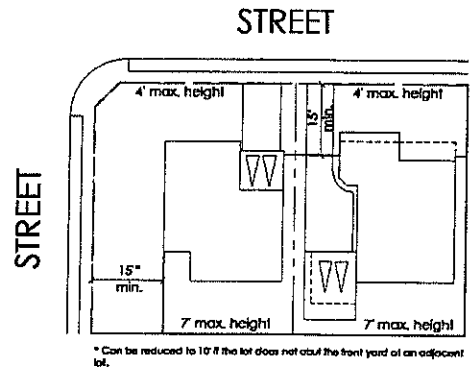
Low Density Residential Design Standards

Category	Regulation	Illustration
Land Use Applicable Zoning District Density Range Permitted Uses	Low Density Residential (R-L Zoning) 3-4 dwelling units/gross acre Refer to City of Turlock Zoning	
Lot Configuration Lot Area Width Depth Curved/Cul-de-sac Frontage Landscape Area Coverage	7,000 sf minimum 60 ft. minimum 90 ft. minimum 35 ft. minimum 30% minimum	
Setbacks Front Yard Porch Living Space Garage Interior Side Yard Porch Primary Building Garage Corner Side Yard ³ Porch Living Space Garage Rear Yard Primary Building Garage	15 ft. minimum ¹ 20 ft. minimum ¹ 25 ft. minimum ¹ 5 ft. minimum 5 ft. minimum 5 ft. minimum 15 ft. minimum ¹ 20 ft. minimum ¹ 25 ft. minimum ¹ 10 ft. minimum ^{1&2} 10 ft. minimum ^{1&2}	

Chapter 3 - Community Character and Design Guidelines

Table 3-2

Low Density Residential Design Standards

Category	Regulation	Illustration
Building Height Primary Building Secondary/Accessory Building	35' maximum Refer to Municipal Code	
Porches & Courtyards Depth Width	6 ft. minimum 25% of the length of the front elevation minimum	Refer to Section 3.3.5
Garages Required Spaces Garage Placement	2 spaces/unit minimum Refer to Section 3.3.6	Refer to Section 3.3.6
Fencing and Walls Front Yard (In setback area) Corner Side Yard (In setback area) Corner Side Yard (Out of setback area) Rear Yard	Refer to Section 3.5 4 ft. maximum height (50% minimum transparency), or 3 feet maximum height if solid 4 ft. maximum height (50% minimum transparency), or 3 feet maximum height if solid 7 ft. maximum height; shall be setback 15 ft. minimum from property line ⁴ 7 ft. maximum height; shall be open-type fencing or "living wall" when abutting agricultural uses or "urban reserve" zone.	

¹ Increases by 15 feet along North Waring Road.

² Increases by 10 feet when adjacent to agriculture or "Urban Reserve", except for lots on APN 073-013-004 (lots adjacent to APN 073-011-012), which is developed with a residence.

³ No reduction in the corner side yard building setback is permitted, even if the lot does not abut the front yard of an adjacent lot

⁴ The corner side yard fence setback may be reduced to 10 ft. if it does not abut the front yard of an adjacent lot.

Chapter 3 - Community Character and Design Guidelines

3.3 Architectural Design

3.3.1 Massing

- a. All residences shall be designed to have one-main body with well-defined secondary elements such as porches, entryways, window openings, and rooflines.
- b. Front yard setbacks should be varied to create diversity and reduce the apparent massing of homes along the streetscape.
- c. A mixture of single-story and two-story homes is strongly encouraged.
- d. Second story elements should be stepped back or nested into the roof to reduce the apparent mass and bulk of the structure, when appropriate to the architectural style.
- e. Building heights, roof planes and building walls should be varied to minimize the apparent mass of the building, when appropriate to the architectural style.
- f. Architectural elements such as bay windows, balconies, porches, moldings, dormers, pilasters or any other elements that provide visual interest and articulation are encouraged to reduce the apparent mass of the building.
- g. The side elevation for all corner lots shall be enhanced to reduce the apparent mass of the structure by including architectural features that wrap from the front elevation to the side corner elevation.

Examples include:

- Corner related front entry door
- Wrap-around porches
- Pop-out side gables
- Nested or recessed second story
- Window treatments equal to the front

3.3.2 Articulation

- a. Articulation should include varied massing, wall planes, roof planes, windows, doors, porches, balconies and other design features.
- b. Architectural elements should be included on all four sides of the residence and should include variation in wall planes, roof planes, windows, doors and massing.
- c. Elevations visible from the public right-of-way should incorporate the colors, materials, articulation, and design features used on the front elevation.



Chapter 3 - Community Character and Design Guidelines

3.3.3 Variety and Consistency

- a. Homes throughout the Master Plan area should provide an assortment of building masses, floorplans, rooflines, elevations, and traditional architectural styles consistent with a rural character.
- b. Similar elevations shall not be used immediately adjacent to one another.
- c. Homes immediately adjacent to one another should provide different materials and colors.
- d. When facing or abutting existing residences, new residential architecture should respect existing housing types and architectural styles by providing complimentary architectural style and massing.
- e. Homes throughout the Master Plan area should vary the design, placement, and configuration of garages.



3.3.4 Colors and Materials

- a. Colors and materials, including roofing materials, shall be complimentary to each other and to the surrounding area.
- b. Colors and materials should be earth toned to reduce visual impact and should be consistent with a rural character.
- c. Natural materials such as unpainted stone or brick are encouraged as these materials add to the rural character of the area.
- d. A variety of colors, materials and architectural forms should be carefully applied to all homes to convey the impression of high quality architecture and to create depth and contrast for design features and building articulation.
- e. Colors, materials, and architectural details for individual homes should be carefully coordinated to be harmonious with one another and consistent with the overall architectural style to avoid a piecemeal appearance.
- f. Materials used as major surface treatments at front elevations should be wrapped to side and rear elevations. The appearance of artificial facades shall be avoided. All elevations visible from the public right-of-way shall be enhanced.
- g. Color schemes should be simple and consist of a maximum of three colors per residence.
- h. Bright or reflective colors and materials should be avoided.
- i. Building designs, construction techniques, materials, and appliances that conserve resources are encouraged.
- j. All materials and color changes must occur on an inside corner wall plane.
- k. Exterior wall materials, colors, trim and architectural details shall be consistent on all four sides of the residence.

Chapter 3 - Community Character and Design Guidelines

3.3.5 Porches, Patios, Balconies, and Courtyards

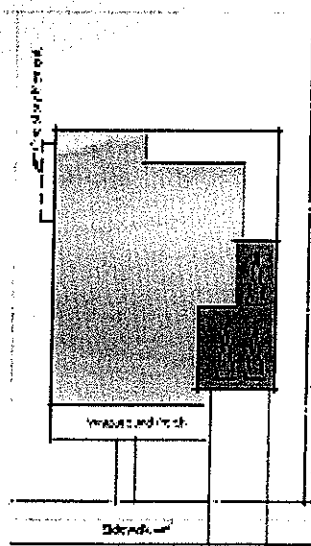
- a. Porches, patios, balconies, and courtyards should be incorporated into the design of all front elevations to provide aesthetic value and encourage social interaction.
- b. Front porches, patios and courtyards should be oriented toward the street and should be welcoming to neighbors and visitors. These elements shall be located in front of the leading edge of the garage.
- c. Architectural elements such as porches, patios and courtyards should be designed proportionally to the overall scale and massing of the main structure.
- d. Courtyard walls should be made of natural looking material and should be consistent with the overall character of the main home. Courtyard walls should not exceed three feet in height.
- e. Front porches should be elevated a minimum of 18 inches above the public sidewalk to establish an appropriate relationship between these spaces.
- f. Porches shall be a minimum of 6 feet deep and extend along at least 25% of the length of the front elevation.



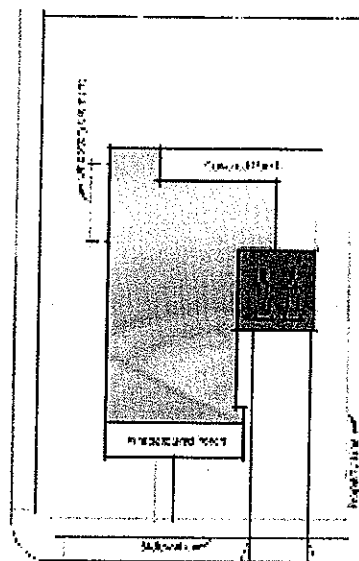
3.3.6 Garage Placement and Driveways

- a. Garage frontages should be minimized through careful placement. Garages should be side loaded, setback from the main living area, placed at the rear of the lot, or otherwise creatively designed to reduce the visual impact of the garage door on the streetscape (See Figure 3-1).
- b. Driveway aprons should be minimized to the greatest extent possible to reduce the amount of impervious surface and provide a more aesthetically pleasing streetscape.

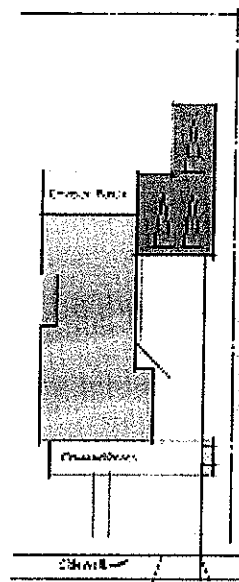




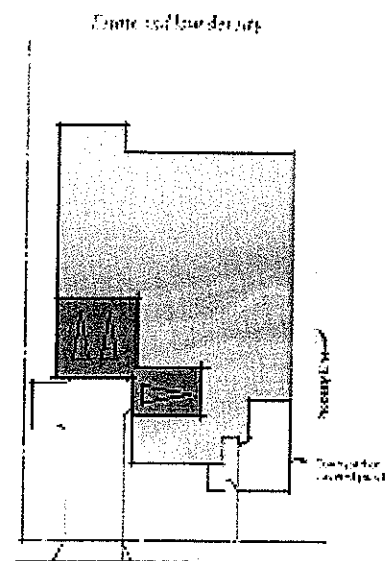
Shallow-Recess



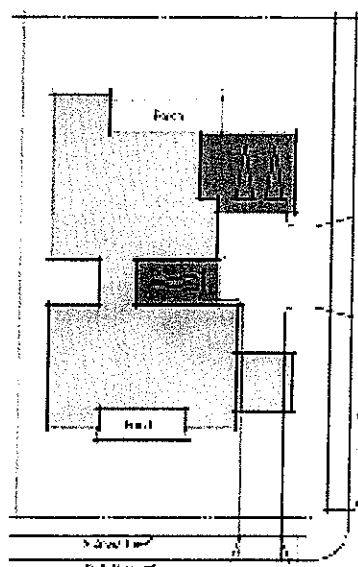
Mid-Recess



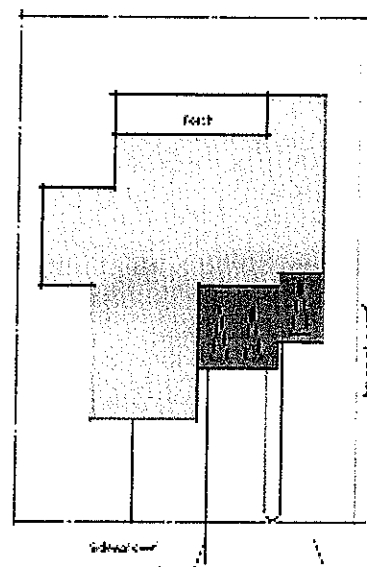
Deep-Recess



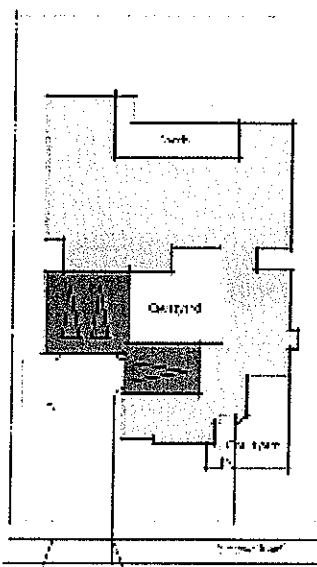
Swing-in



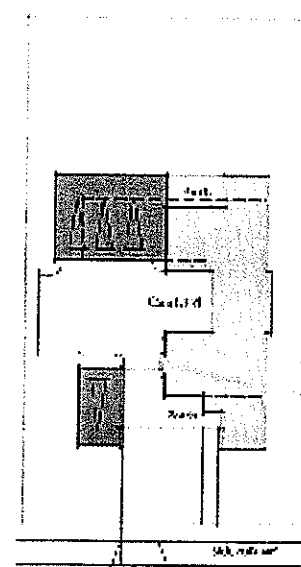
Corner Lot



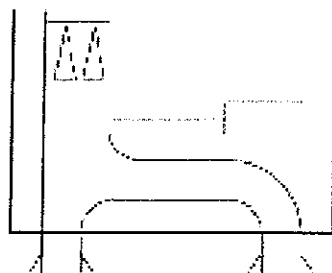
3-Car Street Facing



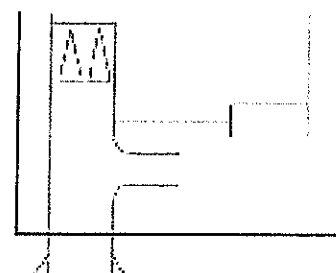
Split 3-Car



4-Car Auto Court



Circular Driveway



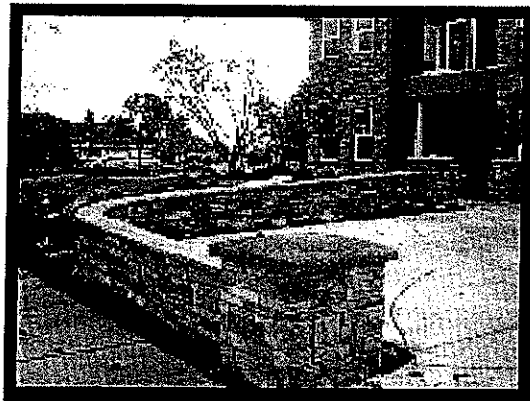
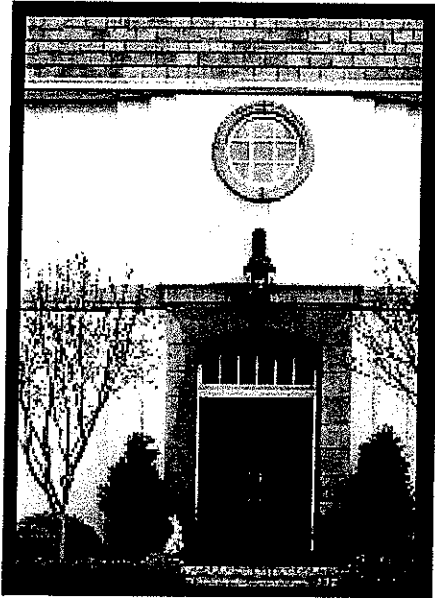
Hammerhead Driveway

Figure 3-1
Driveways &
Garage Configurations

Chapter 3 - Community Character and Design Guidelines

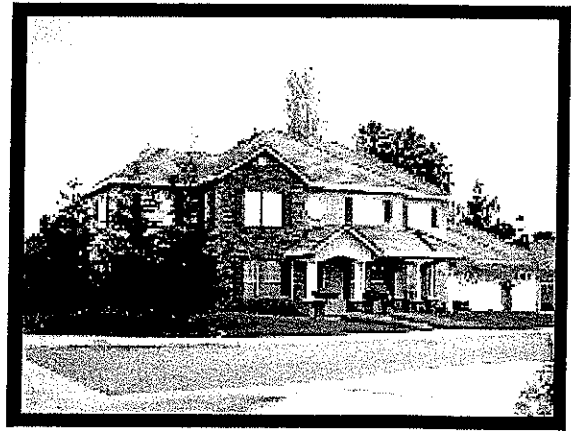
3.3.7 Doors and Windows

- a. Architectural elements such as doors, windows, dormers, and cupolas should be designed proportionally to the overall scale and massing of the main structure.
- b. Windows should be placed and designed to maximize views and sunlight exposure.
- c. Window and door types, shapes, and sizes shall be consistent with the architectural style of the building.
- d. Main entrances should be oriented toward the street, and should be accentuated with lighting, porches, balconies, courtyards, sitting areas, or other architectural details.



3.3.8 Roofs

- a. Roofing colors and materials should be consistent with the architectural style of the home and the rural character of the neighborhood.
- b. Homes throughout the planning area should use a variety of rooflines and pitches such as side gables, cross gables, hipped roofs, and combined hipped-and-gabled roofs.
- c. Flat roofs and A-framed roofs are discouraged.
- d. Rooflines shall be varied in height and length to provide articulation.
- e. Gutters, downspouts, vents and other roof appurtenances should be finished to compliment the materials and colors of the main residence.



3.3.9 Equipment

- a. Mechanical equipment should be strategically placed and screened from view.
- b. Roof mounted equipment is not permitted.
- c. Equipment screening should be designed to blend with the building through use of landscape materials or through use of colors and materials consistent with the main residence.

Chapter 3 - Community Character and Design Guidelines

3.4 Landscaping

Landscaping is one of the most important elements in preserving rural character. Rural landscapes typically consist of informal grouping of trees and plants as well as more organized plantings of agricultural crops. These landscape concepts should be used in the design of gateways, entry features, roadways and front yards. The following landscape guidelines seek to ensure preservation of the area's agrarian character:

- a. Landscaping shall be used to enhance and reflect the rural character of the Master Plan area and the surrounding rural areas.
- b. Streets should be heavily landscaped so that mature street trees provide a full canopy over the street and sidewalk. Each residential lot within the Master Plan area shall provide a minimum of 2-3 street trees along its frontage and 2-3 street trees along the side yard of corner lots.
- c. Trees should be strategically planted to provide shade and cooling efficiency for residences, public spaces and paved areas.
- d. Paved areas such as patios and walkways should be minimized to allow for natural percolation, reduced runoff and increased landscape aesthetics. When paving is used, impervious paving materials such as raised wooden decks, paving stones, gravel, unmortared brick or stone, or other permeable paving systems are encouraged as an alternative to asphalt and concrete.
- e. Landscaping materials should consist of native and drought tolerant species that require minimal maintenance.
- f. Ornamental and specialty plantings that are consistent with a rural character are encouraged as accents to entry and gateway features.

The following list includes City approved street trees as well as other landscaping materials appropriate for use in the Master Plan area.



Street Tree:

(Will be determined by Parks Department on tentative map)

- Chinese Pistache
- Sycamore
- Red Maple October Glory
- Trident Maple

Ornamental Trees:

- Crape Myrtle (Tuscarora or Catawba)
- Red Bud (Eastern or Western)
- Rose of Sharon Hibiscus
- Japanese Maple
- Saucer Magnolia
- Hawthorn Washington Thorn

Small Trees:

- Crape Myrtle
- Sour Gum
- Little Leaf Linden
- Purple Robe Locust
- Fairmount Ginko Biloba (male only)
- Chinese Hackberry
- Red Maple (October Glory or Red Sunset)
- Bradford Ornamental Pear
- Chinese Pistache

Large Trees:

- Bloodhood London Plane
- Scarlet Oak
- Atropunicea European Beech
- Evergreen Ash-Shamel

Chapter 3 - Community Character and Design Guidelines

3.5 Walls and Fences

Walls and fences are used to define property edges, protect privacy, and provide security and safety. Walls and fences may also be used as design elements for front yard landscaping, neighborhood entries and gateways. When used as a design element, the colors, materials, height and type of wall or fence plays an important role in defining the character of the area. Open fencing establishes a rural and welcoming feel while solid fencing conveys a clear message that the area is private and inaccessible. The Master Plan area seeks to create a neighborhood that encourages social interaction among residents and reflects an agrarian character. Therefore, walls and fences visible to the public shall be designed to diminish their visual impact and reflect the rural character of the area.


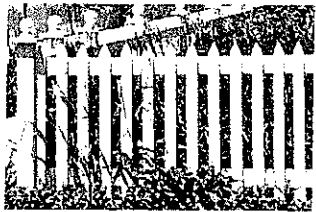



Design guidelines for walls and fences are as follows:

- a. Walls and fences should be consistent and complimentary throughout the entire Master Plan area.
- b. Walls and fences should be coordinated and complimentary to landscape improvements.
- c. The colors and materials for all walls and fences within the Master Plan area should be natural looking or earth toned to reflect the rural character of the area. Appropriate materials include rustic ledge stone, distressed limestone or other materials approved by the City Planning Director.
- d. Wall and fencing materials and construction should be durable, high quality and low maintenance.
- e. Fences should be designed to discourage vandalism through design, the use of vandal-resistant materials, or careful placement of landscaping.
- f. Fences and walls should not create unsafe areas such as indefensible spaces, hiding places or other areas that cannot be easily viewed by neighbors or patrolled by police.
- g. Residential rear-yard fencing shall not exceed seven (7) feet in height and should be constructed of wood or other materials approved by the City Planning Director. "Good Neighbor" fencing is encouraged.
- h. Front yard residential fencing shall be open such as split rail, wood picket or other decorative fencing. Front yard fencing shall be at least 50% transparent and shall not exceed four (4) feet in height.
- i. Courtyard or decorative walls in front yards may not exceed three (3) feet in height.
- j. Long expanses of publicly visible fences, for example along the northerly property line of the Master Plan area and along North Waring Road and a portion of East Tuolumne Road, shall be planted with vines or other landscaping or be constructed of split face block wall to prevent the placement of graffiti.
- k. The wall along the northern property line shall be a 7 foot tall masonry wall.
- l. The wall along Waring Road shall include pillars or other architectural features to help break up the long expanse of wall. Split rail fencing not to exceed four feet in height, shall be installed in the fifteen-foot landscape area adjacent to Waring Road.

Chapter 3 - Community Character and Design Guidelines

Table 3-3

Wall and Fence Standards and Photos

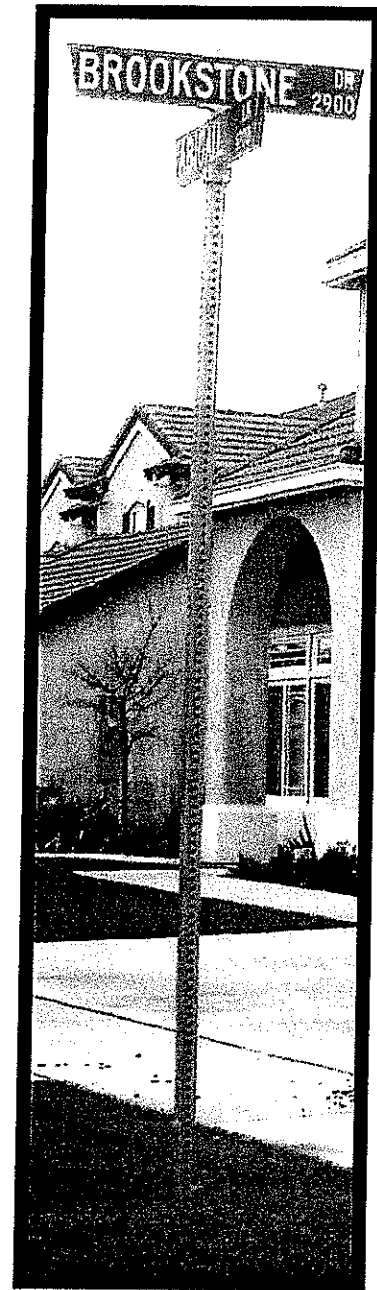
Fence Type	Permitted Application	Example of Interpretation
Split Rail Fence	<ul style="list-style-type: none"> • 4 feet maximum • Front yard • Side yard • Required in 15' landscape area adjacent to Waring Road 	
Picket Fence	<ul style="list-style-type: none"> • 4 feet maximum • Front yard • Side yard 	
Decorative Wall	<ul style="list-style-type: none"> • 3 feet maximum • Part of an entry feature • Front yard 	
Good Neighbor Fence	<ul style="list-style-type: none"> • 7 feet maximum • Front yard • Side yard 	
Living Wall/ Fence	<ul style="list-style-type: none"> • 7 feet maximum • Front yard • Side yard • Adjacent to North Waring Road and a portion of East Tuolumne Road 	

Chapter 3 - Community Character and Design Guidelines

3.6 Signage

Signage plays an important role in the community by geographically orienting residents and visitors. Signage not only improves circulation but also makes a statement about important locations such as gateways and neighborhood entries. When designed properly, signage can help establish a community's character. When designed improperly, signage can detract from the community's appearance. Therefore, signage should be carefully designed to maintain the rural character of the area and should not dominate the landscape. The following design guidelines are intended to ensure that signage is properly integrated into the overall fabric of the Master Plan area:

- a. Signage should be designed to compliment the rural agrarian character of the Master Plan area and the surrounding rural uses.
- b. Materials and colors of signage should be compatible with the architectural colors and materials of the Master Plan area.
- c. Signage should be carefully coordinated with landscaping, monumentation, walls, fencing and other design elements to ensure a harmonious design.
- d. Signage should not detract from the rustic character of the area.
- e. Street signs should be consistent with City of Turlock standards.
- f. Gateway signs should be consistent with the Turlock Beautification Master Plan.
- g. Signage materials and construction should be durable and low maintenance.
- h. Signs should convey information in a clear and concise manner.

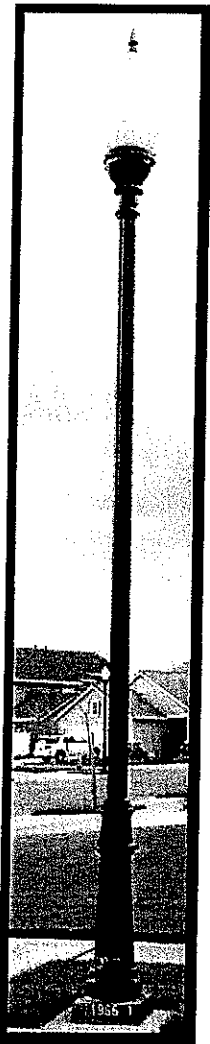


Chapter 3 - Community Character and Design Guidelines

3.7 Lighting

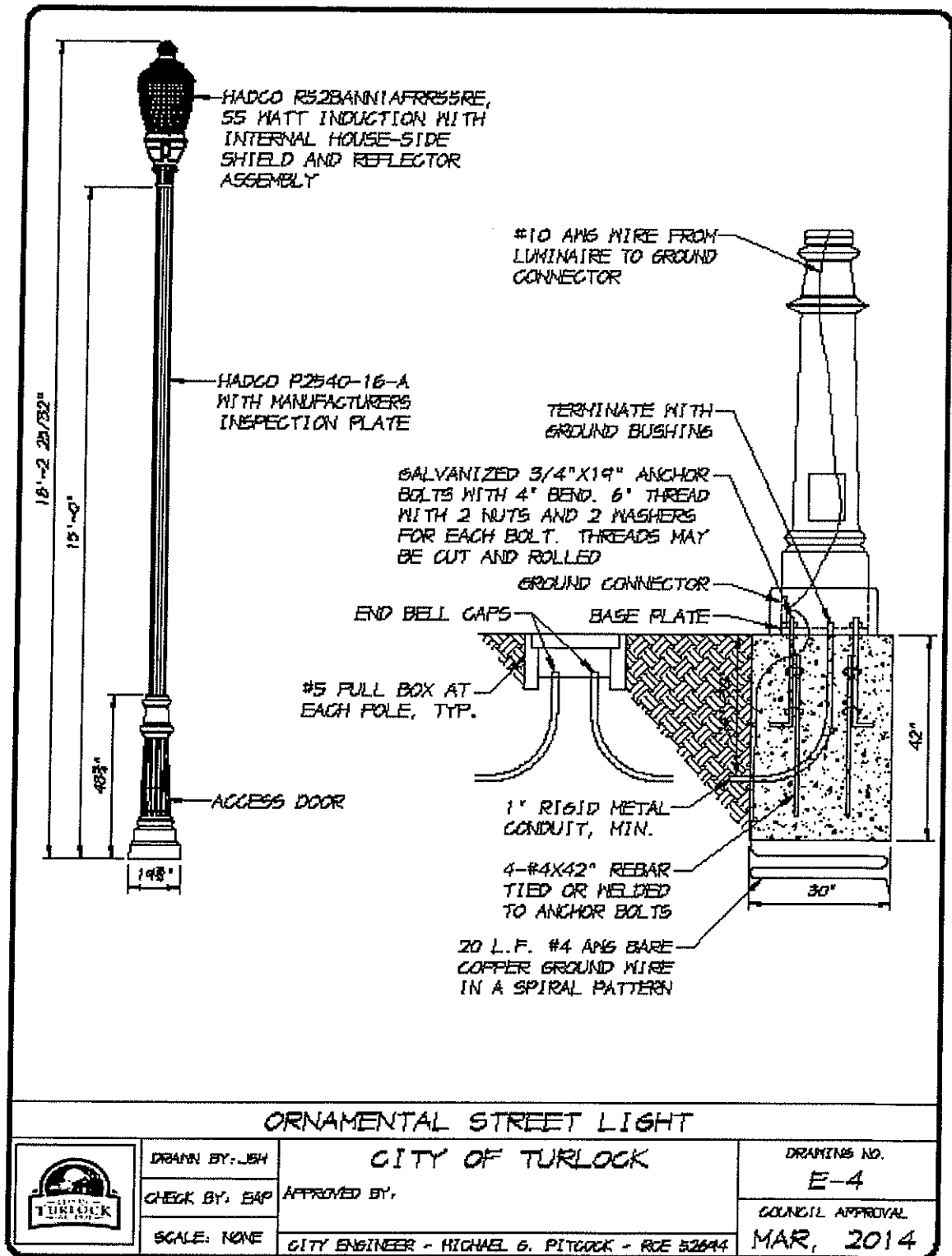
One of the greatest benefits of living in a rural setting is the ability to see stars in the nighttime sky. The design, scale and luminosity of standard urban street lights coupled with extensive landscape lighting can reduce visibility of the nighttime sky and detract from the rural character of the area. Lighting however is necessary to provide a safe and secure neighborhood. Lighting within the Master Plan area should be designed to provide the lowest level required for public safety and should be designed at a pedestrian scale. The following design guidelines are intended to ensure lighting is consistent with the overall character of the Master Plan area:

- a. Streetlights should be spaced to minimize glare and reduce the amount of light to the greatest extent possible without sacrificing public safety. This may be achieved by alternating streetlights from one side of the street to the other.
- b. Intersections, sharp curves, ends of cul-de-sacs, trails, crosswalks and other areas that may pose potential safety hazards for motorists and pedestrians at night should be illuminated.
- c. Use of accent lighting to highlight trails, neighborhood entries, gateways and special landscaping is encouraged.
- d. Architectural and front yard landscape lighting fixtures should be coordinated with the colors, materials and architectural style of the home and should be consistent with the rural character of the Master Plan.
- e. Lighting shall meet the photometric standards established by the City of Turlock.
- f. Streetlights should be designed at a pedestrian scale and should be designed to reflect the rural character of the Master Plan area.
- g. Ornamental landscaping lights and illuminated bollards along trails and in other public areas should be designed to reflect the rural character of the area and should be consistent with the design of the area's streetlights.
- h. Street lights should be consistent with the City's Standard Ornamental Street Light (See Figure 3-2).



Chapter 3 - Community Character and Design Guidelines

Figure 3-2
Lighting Standard

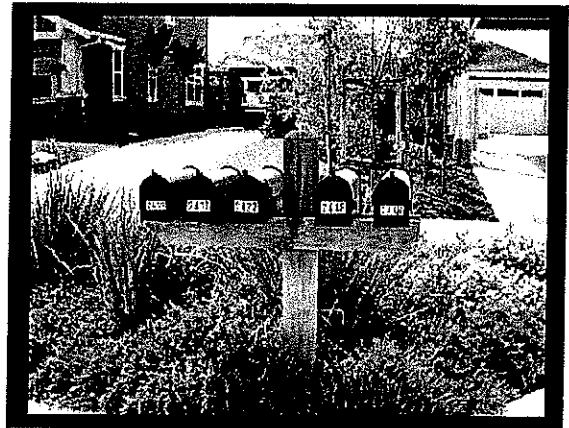


Chapter 3 - Community Character and Design Guidelines

3.8 Mailbox Design

Mailbox design and type contribute to the overall character of the neighborhood. Although grouped mailboxes are now the standard for new residential development, large metallic cluster box units (CBU's) create a more urban feel. As an alternative, individual curbside boxes can be grouped together and designed to maintain a rural character. The following design guidelines apply to mailbox design in the Master Plan area:

- a. Mailboxes should be designed to be consistent with the rural character of the area.
- b. Curbside boxes are strongly preferred to cluster box units. If cluster box units must be used, creative designs should be considered to lessen the visual impact of these units on the rural character of the area.
- c. Mailboxes shall be designed to meet the minimum standards set forth by the United States Postal Service.
- d. Curbside boxes shall be installed at a height of 41-45" from the road surface to the inside floor of the mailbox.
- e. Curbside boxes shall be installed 6-8" behind the face of curb or road edge.
- f. Mailboxes shall not be placed behind the sidewalk.
- g. Mounting devices and accessories shall not project beyond the front of the mailbox and shall not interfere with mail delivery operations.
- h. Repair and replacement of mailboxes and mounting devices is the responsibility of the resident.
- i. Curbside mailboxes should be installed approximately one week prior to occupancy.



Chapter 4 - Public Facilities and Services

4.1 Public Facilities

The Public Facilities Chapter intends to provide information regarding backbone infrastructure required to service future development within the Master Plan area. In addition, this chapter will identify how the project will be served by the City's fire and police services in accordance with the City's General Plan.

Due to the conceptual nature of the Master Plan document, the following infrastructure plans are intended to be conceptual in nature. Although the general location of infrastructure improvements will be required to be consistent with the Master Plan, additional infrastructure improvements and minor deviations from the conceptual plan may be necessary depending on right-of-way acquisition and the final design of projects within the Master Plan area. The actual size and location for all utilities will be determined by the Tentative Map and will be subject to review and approval of the City of Turlock Development Services and Municipal Services Divisions. The City Engineer has discretion to make modification to the infrastructure plans if the modification still meet the intent of the Master Plan.

Infrastructure improvements will be subject to current City impact fees and connection fees as determined by the Development Services Department and Municipal Services Departments at the time of Tentative Map approval. Some improvements, including oversized pipes that serve the greater community, may be eligible for reimbursement by the City through the City's Capital Improvement Fund.

4.2 Water

The City of Turlock will provide potable water to future residences within the Master Plan area. The City's current water system consists of domestic wells and a series of looped pipes. The City will also study the use of surface water to provide potable water. The Master Plan area's backbone infrastructure will consist of a series of pipes, ranging from 8-inches to 24-inches, that connect to the City's existing water system and allow for a future connection when a surface water supply is

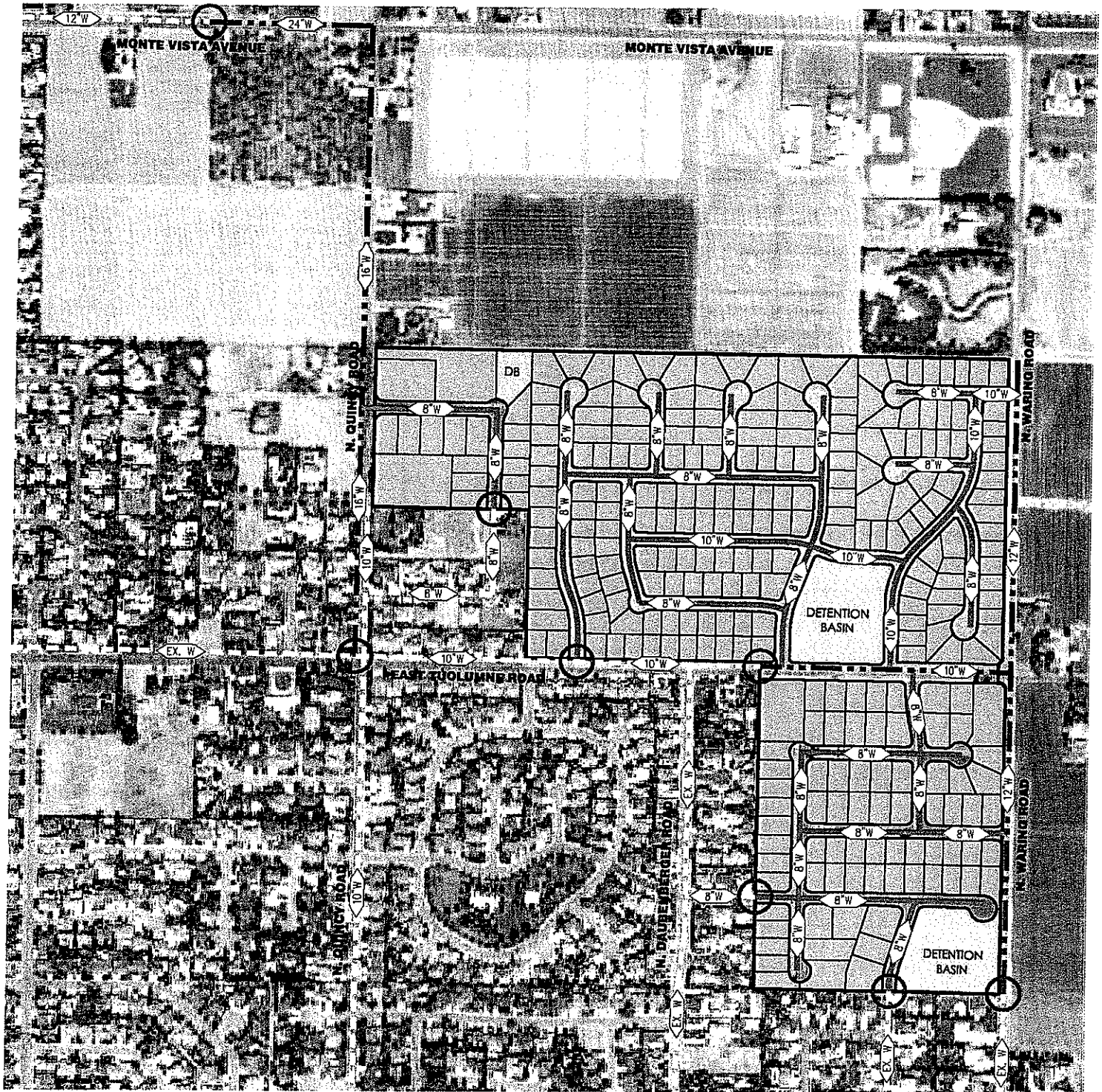
established.

Figure 4-1 on the following page illustrates the conceptual water system for the Master Plan area.

Backbone water infrastructure will be located in North Waring Road, East Tuolumne Road, Quincy Road and Monte Vista Avenue. A main line, consisting of 24-inch pipe, will be installed in Monte Vista Avenue and will connect to a new 16-inch pipe that will be installed in North Quincy Road. The lines in Monte Vista and North Quincy are oversized to provide a future connection to the City's future surface water supply. The difference in cost between this 24-inch pipe and the 12-inch pipe that would normally be needed to serve the project is eligible for reimbursement by the City. An existing 10-inch pipe located in East Tuolumne Road will be extended east to connect to the 12-inch water lines that will be installed in North Waring Road. The pipelines on East Tuolumne Road, and Quincy Road will provide connection points for future pipes within the new roadways of each neighborhood.

The actual alignment of project specific water distribution pipes will be determined by the alignment of future roadways. Figure 4-1 illustrates a conceptual water system consistent with the conceptual circulation plan shown in Figure 2-1, however these alignments may be modified to be consistent with future tentative map proposals. The conceptual system as shown, will consist of 10-inch pipes and 8-inch pipes installed in the streets. Additional connections to the existing water system will be required to loop the water system as shown in North Daubenberger Road.

The City has indicated a possible need for a future domestic well to serve this portion of the City. Although the actual location of this future well has not been determined, the Master Plan area has been identified as one possible location. The Conceptual Water Plan assumes that this well will be located on an alternate site, however, future development may be required to dedicate land for this purpose.



WATER PLAN LEGEND





-  Existing Water
-  Project Water
-  Master Plan Water
-  Connections to Existing Water

Figure 4-1
Conceptual
Water Plan

East Tuolumne master plan

Chapter 4 - Public Facilities and Services

4.3 Sewer

The City of Turlock provides sewer service throughout the City. Sewer service includes collection, transmission and treatment of wastewater through a series of gravity trunk lines and a wastewater treatment plant. This system will be expanded to include the Master Plan area.

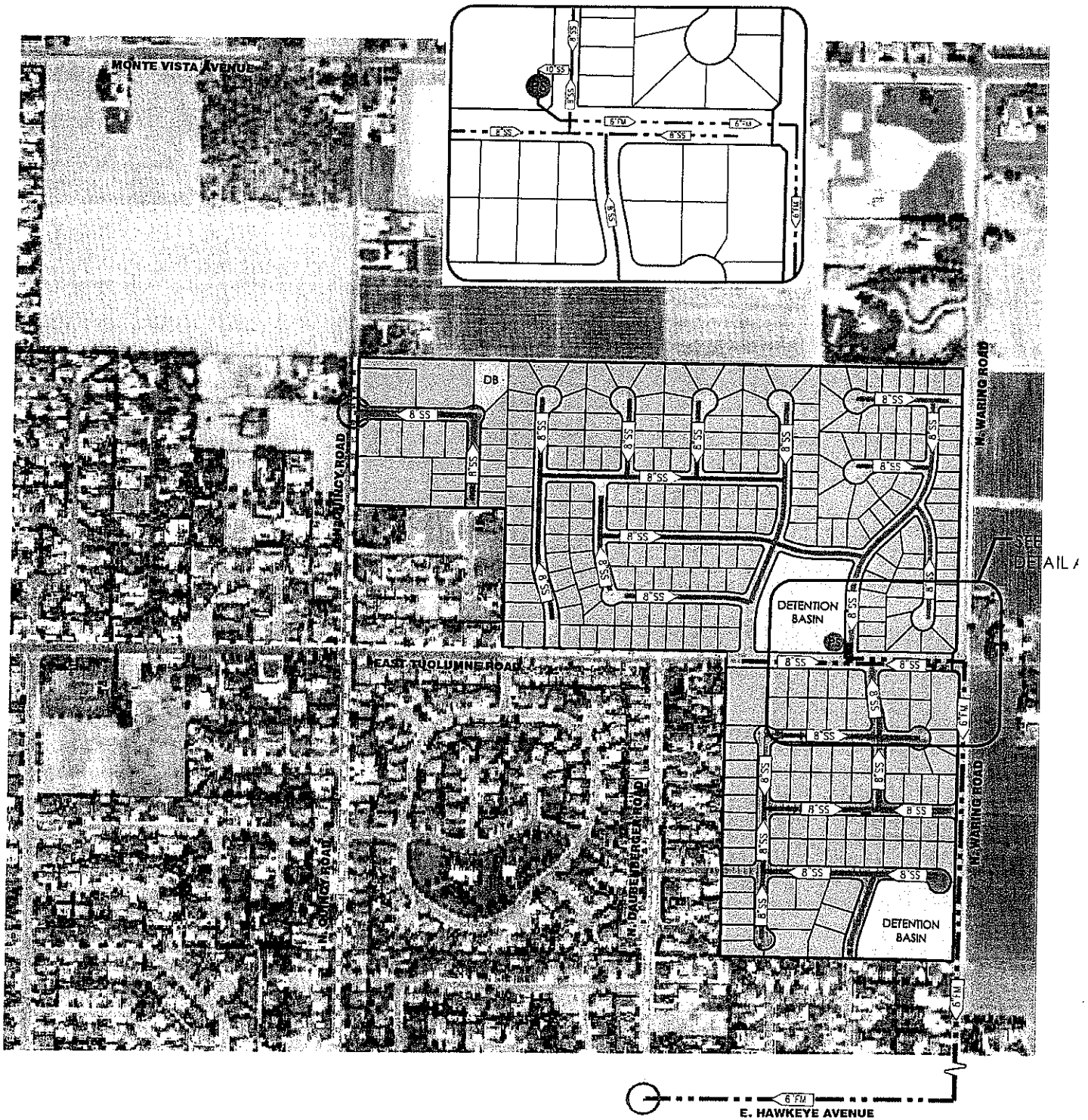
The conceptual sewer plan is shown as Figure 4-2 on the following page. The smaller parcels in the northwest corner of the Master Plan area will be served by a system of pipes that tie directly into an existing main in North Quincy Road. The remaining northerly portion of the Master Plan area will be served by a series of pipes that direct wastewater south to an 8-inch main line in East Tuolumne Road and then east into an 6-inch force main in North Waring Road. A pump station will be installed on the north side of East Tuolumne Road, near the detention basin.

The southerly portion of the master plan area will be served by a series of pipes that direct water to a 8-inch line on East Tuolumne Road which leads to the same 6-inch force main in North Waring Road.

A 6-inch force main will be installed in North Waring Road and it will be extended west down East Hawkeye Avenue to North Daubenburger Road, where it will tie into the existing sewer system.

DETAIL A

Not to Scale



SANITARY SEWER PLAN LEGEND






-  Existing Sewer System
-  Project Sewer System
-  Master Plan Sewer System
-  Connections to Existing Sewer System
-  Pump Station

Figure 4-2
Conceptual
Sanitary Sewer Plan

East Tuolumne master plan

Chapter 4 - Public Facilities and Services

4.4 Storm Water

The City's existing storm water system consists of a series of pipes and detention basins that ultimately release storm water into the San Joaquin River. Catch basins located in streets collect storm water and direct it into pipes within roadways. If the downstream pipes have adequate capacity, this water is then directed through pipes into the overall City storm drain system. In the event of a large storm, however, downstream pipes may not have enough capacity and water is then directed to detention areas by use of a flow control structure. This prevents the downstream system from becoming overwhelmed by upstream runoff. Once downstream pipes regain capacity, the flow control structure is opened and storm water in detention areas is gradually released into the overall City storm drain system.

Due to limited capacity of the City's existing system, Phase II Small MS4 requirements, and to maintain water quality within the San Joaquin River, the City of Turlock requires all projects to provide on-site detention facilities capable of storing storm water equal to a 3-inch depth over the entire project site or the Stanislaus County minimum of 2.67". Based on these requirements, the development within the Master Plan area will need to provide detention facilities capable of storing approximately 15 AF of storm water, meeting the design guidelines of the General Plan. The actual size and location of these detention facilities will be determined during the Tentative Map process. The location of detention facilities will depend largely upon the ultimate design of each neighborhood and the availability of land available for detention facilities. Detention facilities may include one large basin that serves the entire area or may consist of smaller basins that serve individual development areas. The areas can also choose to size the basins to fully retain all of the storm water. If it can be shown that full retention is possible then the installation of the storm infrastructure beyond what is necessary for

on-site retention will not be required.

Figure 4-3 demonstrates a Conceptual Storm Water System Plan consistent with the Conceptual Circulation Plan. The Conceptual Plan assumes that each area will develop separately. The Conceptual Storm Water System Plan shows 3 separate detention areas, one for each major development area within the Master Plan area.

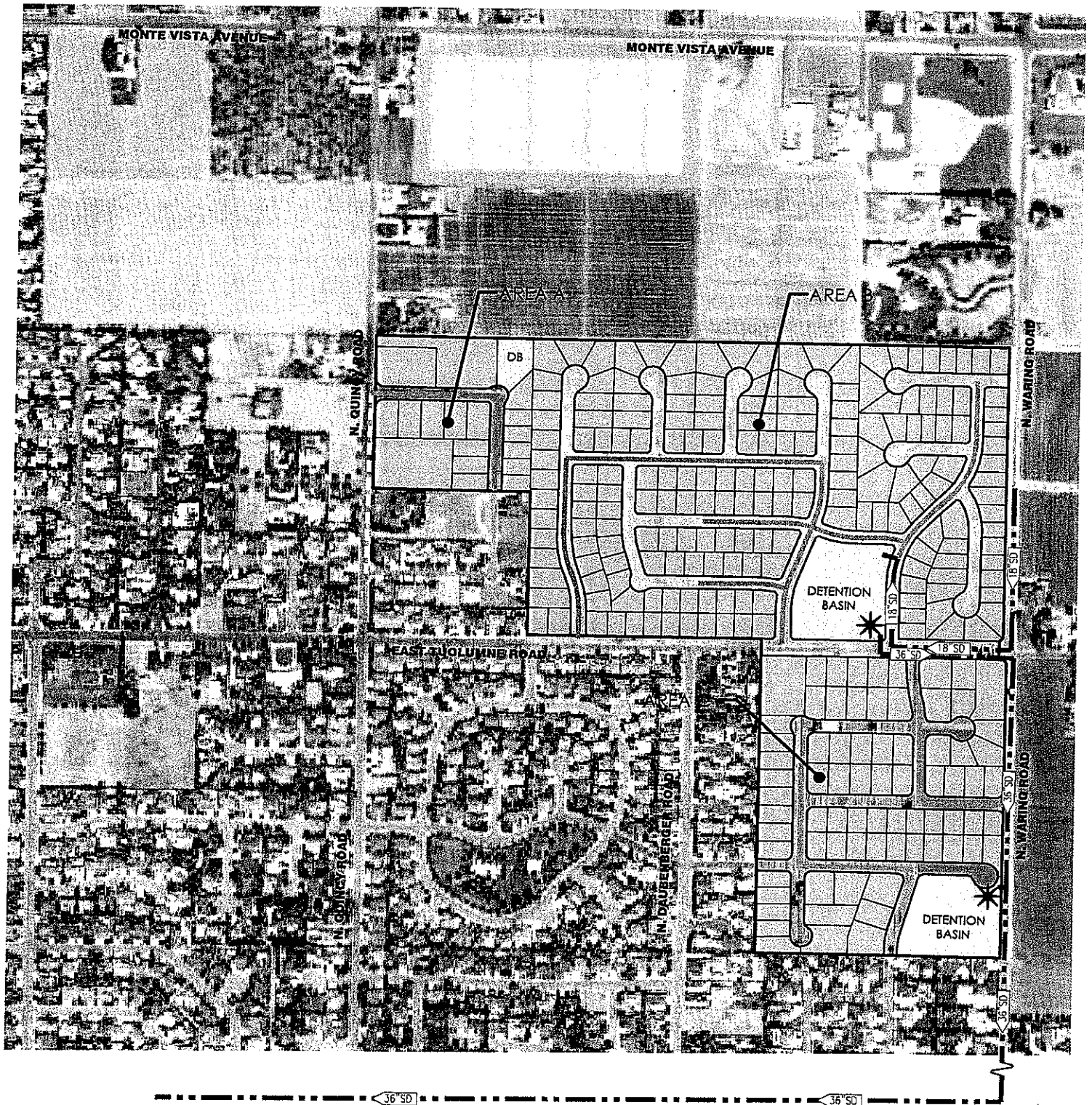
Area A

Area A consists of the smaller parcels in the northwest corner of the Master Plan area. Storm drain pipes convey water north to a small detention area. When downstream pipes have sufficient capacity, storm water can then be released into the City's existing storm drain system in North Quincy Road, or the basin can be designed to retain all of the storm water for the area. Alternatively, the detention area may be designed as a retention basin to retain all of the storm water for the area, subject to approval by the City Engineer.

Area B

Area B contains most of the Northerly Master Plan development area. Storm drain pipes convey water to a large detention area near the center of the area. When downstream pipes have sufficient capacity, storm water can then be released into a 36 inch storm drain pipe in East Tuolumne Road which will turn south in North Waring Road and feed into a 36-inch storm drain pipe. The 36-inch storm drain pipe will continue south in North Waring Road, turn west in East Hawkeye Avenue and connect to the City's existing storm drain system in East Hawkeye Avenue. Alternatively, the detention area, may be designed as a retention basin to retain all of the storm water for the area, subject to approval by the City Engineer.

Area C



STORM DRAIN PLAN LEGEND





-  Existing Storm Drain
-  Project Storm Drain
-  Master Plan Storm Drain
-  Detention Basin (DB) w/ Control Structure

Figure 4-3
Conceptual
Storm Drain Plan

Chapter 4 - Public Facilities and Services

Area C includes all portions of the Master Plan area south of East Tuolumne Road. Storm drain pipes will convey water to a detention area in the southeast corner of the site. When downstream pipes have sufficient capacity, storm water can then be released into a 36-inch storm drain pipe in North Waring Road. The 36-inch storm drain pipe will continue south in North Waring Road, turn west in East Hawkeye Avenue and connect to the City's existing storm drain system in East Hawkeye Avenue. Alternatively, the detention area may be designed as a retention basin to retain all of the storm water for the area, subject to approval by the City Engineer.

4.5 Police Service

The City of Turlock Police Department provides emergency response, traffic control, animal control, crime prevention and crime investigation as part of its law enforcement program. This area is in the City of Turlock Police Department service area.

The design of future Master Plan neighborhoods should be designed to provide a safe environment with easy access and visibility for police patrolling. To achieve this end, the Master Plan encourages walkways be located along roadways and prohibits these facilities to occur in areas behind homes where they are not easily visible to neighbors and police.

4.6 Fire Service

The City of Turlock Fire Department responds to medical emergencies, fires, hazardous materials spills, public assistance and other emergency calls while managing various operational programs including emergency vehicle management, emergency equipment management, pre-fire planning and facility operations. The Turlock Fire Department also provides fire prevention services and employee training services.

The Turlock Fire Department operates four stations

within the City. Each station operates 24 hours a day, 7 days a week.

The City of Turlock Fire Department provides fire protection services to the Master Plan area. Fire Station Number Three, located on East Monte Vista Avenue is the nearest station to the Master Plan area and is located approximately 1.87 miles away. The City of Turlock Fire department considers 3.5 minutes a reasonable response time to respond to fire emergencies in the City. The Master Plan area is located just outside of this response time; therefore the Fire Marshall may require future development within the Master Plan area to provide appropriate mitigation.

Chapter 5 - Financing and Implementation

5.1 Implementation

The East Tuolumne Master Plan will be implemented through the City of Turlock's development review process. This process requires developers to propose development plans in the form of Tentative Maps and Architectural and Site applications that must be reviewed by City staff and approved by the Planning Commission and City Council. The Master Plan serves as a tool City Staff, Planning Commission and City Council can use to determine if proposed development plans are consistent with the vision for the Master Plan area. This vision requires development proposals maintain the Master Plan area as a rural neighborhood that serves as a transition to County lands to the north and east. Although some flexibility is permissible if a project meets the overall intent of the Master Plan, development proposals should substantially conform to the policies and guidelines set forth in previous chapters.

5.2 Approval Process

The following section describes the various steps in the development and approval process.

5.2.1 Environmental Review

As required by the California Environmental Quality Act (CEQA) the Master Plan will need to undergo environmental review to evaluate the project's impact on the environment. During the Initial Study process, the City or the City's environmental consultant will evaluate impacts to habitats and species found within the Master Plan area as well as conformance with the General Plan and other City documents, impacts on archeological and historic resources, and impacts to air quality. In order to determine impacts on air quality, a traffic analysis will also need to be completed to determine how many vehicle trips the project will generate per day. Due to the low intensity of development proposed by the Master Plan as well as preliminary analysis of the site, it is anticipated that the Master

Plan will not result in any significant impacts.

If the Initial Study fails to result in significant impacts or if the project's impacts can be mitigated to less than significant, the City will issue a Notice of Intent to adopt a Negative Declaration or Mitigated Negative Declaration. The Negative Declaration or Mitigated Negative Declaration will be subject to a public review period, during which time the public and any other public agencies will have an opportunity to review the document and provide comments. The Negative Declaration or Mitigated Negative Declaration will need to be adopted by City Council as part of the Master Plan's approval.

5.2.2 Master Plan Amendment Adoption

The East Tuolumne Master Plan amendment consists of a General Plan Amendment and a Rezoning action. These actions shall be adopted by ordinance. The Master Plan will establish the land use classifications, development policies, development standards and design guidelines for the Master Plan area. These development policies and standards may differ from the standards and policies contained in the City's existing zoning code and shall supercede those established by the existing Zoning Ordinance. Development policies and standards not covered by the Master Plan shall be determined by the existing Zoning Ordinance.

Chapter 5 - Financing and Implementation

5.2.3 Subdivision Approval Process

The subdivision approval process, governed by the Government Code and The City of Turlock Municipal Code, allows land to be subdivided and sold to future residents. Once the Master Plan amendment has been adopted by resolution, property owners and developers seeking to develop within the Master Plan area may submit a Tentative Map and other development applications to the City of Turlock Community Development Division, that comply with the new development standards.

- **Tentative Map:** Proposed projects within the Master Plan area will be required to show street alignments, the configuration of lots, a lot fit plan, plans for all utilities and the location of proposed open spaces. These plans should be in substantial conformance with the design guidelines set forth by the Master Plan. The City may approve minor deviations from these guidelines and standards provided that the overall intent of the Master Plan is achieved.
- **Architectural and Site Application:** Proposed projects within the Master Plan area will be required to demonstrate that the project meets the architectural and landscape design guidelines set forth in the Master Plan document. This includes conformance with all required setbacks and development standards. The City may approve minor deviations from these guidelines and standards provided that the overall intent of the Master Plan is achieved.
- **Right-to-Farm Disclosures:** Developers within the Master Plan area will be required to provide future property owners with right-to-farm disclosures. The purpose of the right-to-farm disclosure is to inform homebuyers that they are purchasing property adjacent to existing agricultural lands and that farming activities may result in additional noise, odor, dust, insects, pesticide use and smoke. Homebuyers must acknowledge the adjacent

farmer's right to continue these farming activities despite the adjacent residential development.

- **Lighting and Landscape District (LLD) Disclosure:** Developers within the Master Plan area will be required to disclose to future property owners that they are purchasing property within a Master Planned area and that they will be assessed annually through a Lighting and Landscape District (LLD) for financing the repair and maintenance costs associated with streets, street lights, storm drainage facilities, landscaping and other public facilities that directly benefit residents within the Master Plan area.

Chapter 5 - Financing and Implementation

5.3 Financing and Maintenance

All improvements within the Master Plan area, including roadway construction and utility installation, will be financed solely by private developers. Some design and construction costs, such as those that have either been oversized to accommodate other areas and future growth or those that have already been planned by the City's General Plan, are eligible for reimbursement by the City (See Public Facilities and Services Chapter).

Long-term maintenance of improvements within the Master Plan area will be financed through a Landscape and Lighting District (LLD). Residents will be assessed a tax that specifically finances operation, maintenance and servicing of roadways, street lights, traffic signals, landscaping, parks and recreation facilities. The LLD will also finance the operation, maintenance and servicing of the detention facilities. The assessment rate and structure of the LLD will be determined by the City Council and shall be based on operation and maintenance budgeting needs for the Master Plan area and the total number of assessable units.

City Council Staff Report

March 12, 2019



From: Nathan Bray, P.E.,
Interim Development Services Director/City Engineer

Prepared by: Nathan Bray, P.E.,
Interim Development Services Director/City Engineer

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Ordinance: Amending the Turlock Municipal Code Title 2, Chapter 9, Sections 03-05 regarding "Public Works Contracts" to update the increased limits of bid procedures for informal projects pursuant to modifications by the California State Controller's Office

2. SYNOPSIS:

Amending the Turlock Municipal Code, Title 2, Chapter 9, Sections 03-05 to reflect the increased limits of bid procedures for informal projects.

3. DISCUSSION OF ISSUE:

The City of Turlock is a participant in the Uniform Cost Accounting program. The program was created in 1983 and allowed local agencies to perform public project work up to \$30,000 with its own work force if the agency elected to follow the cost accounting procedures set forth in the Cost Accounting Policies and Procedures Manual of the California Uniform Construction Cost Accounting Commission. The Act was enacted under Public Contract Code (PCC) Section 22000 through 22045.

Every five (5) years, the Commission shall consider whether there have been material changes in public construction costs and make recommendations to the State Controller regarding adjustments to the bidding procedure monetary limits (PCC 22020). In January 2019, the State Controller, at the recommendation of the Commission, adjusted the limits for which a member agency can bid projects through informal procedures. The new limits are as such:

- (a) Public projects of \$60,000 or less may be performed by negotiated contract or by purchase order (PCC 22032(a)).

- (b) Public projects of \$200,000 or less may be let to contract by the informal procedures set forth in the Act (PCC 22032(b)).
- (c) Public projects of more than \$200,000 shall be let to contract by formal bidding procedures (PCC 22032(c)).

In March 2012, staff brought forth an ordinance amendment to modify the limits as recommended by the State Controller. Since that time, the California Legislature increased the limits for work to be self-performed by city forces or negotiated contract bid procedures from \$45,000 to \$60,000 and increased limits for informal projects from \$175,000 to \$200,000. Staff is recommending updating Turlock Municipal Code, Title 2, Chapter 9, entitled "Public Works Contracts" in order to update Sections 03 – 05 to meet the new monetary limit set forth by the Legislature.

4. BASIS FOR RECOMMENDATION:

- A. The California State Controller modified the limits for which a public works contract can be bid through an informal procedure.
- B. The informal bid procedures allow staff to expedite the construction of minor construction projects.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Since more work qualifies for completion under purchase order, negotiated contract, or informal bid procedures, there could be minor cost savings associated with reduced administrative overhead costs.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

This action does not meet the definition of a "project" pursuant to Section 15378 of the California Environmental Quality Act (CEQA) Guidelines; therefore no determination is required with this action.

8. ALTERNATIVES:

- A. The Council could choose not to adopt this amendment. Staff does not recommend this alternative as this amendment allows the City flexibility in expediting projects under the increased limits.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE }
TURLOCK MUNICIPAL CODE TITLE 2, }
CHAPTER 9, SECTIONS 03-05 REGARDING }
"PUBLIC WORKS CONTRACTS" TO }
UPDATE INCREASED LIMITS OF BID }
PROCEDURES FOR INFORMAL PROJECTS }
PURSUANT TO MODIFICATIONS BY THE }
CALIFORNIA STATE CONTROLLER'S }
OFFICE }

ORDINANCE NO.-CS

WHEREAS, the City of Turlock has elected by Ordinance to become subject to the uniform construction cost accounting procedures as set forth in Section 22010 of the Public Contract Code; and

WHEREAS, the California State Controller's Office has adjusted the monetary limits prescribed in Section 22032 of the Public Contract Code; and

WHEREAS, the City of Turlock desires to adjust the monetary limits in Section 03-05 of Title 2, Chapter 9 of the Turlock Municipal Code to reflect the monetary limits in Section 22032 of the Public Contract Code.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. AMENDMENT: Title 2, Chapter 9, Section 03, is hereby amended to read as follows:

2-9-03 Public projects less than ~~Forty-Five~~ Sixty Thousand Dollars.

Public projects of ~~Forty-five~~ Sixty Thousand and no/100ths (~~\$4560~~,000.00) Dollars or less may be performed by the employees of the City agency by force account or by negotiated contract as follows:

(a) Force work by City employees. The City Engineer shall approve a work order for the public project following the guidelines outlined in Section 2-9-02 of the Code, and all charges relative to the project, including all labor, equipment rentals, materials, overhead costs, and the like, shall be charged to the work order.

(b) Negotiated contracts. The City Engineer shall negotiate with at least two (2) contractors whom he determines are capable of performing public projects of the type and size. Upon the completion of negotiations, the City Engineer shall select the best contract proposal. A written contract will be prepared, approved as to form by the City Attorney, and signed by the City Manager and the contractor. The City Engineer will then direct contractor to perform the required work.

SECTION 2. AMENDMENT: Title 2, Chapter 9, Section 04, is hereby amended to read as follows:

2-9-04 Public projects less than ~~One~~Two Hundred ~~Seventy-Five~~ Thousand Dollars.

Public projects of ~~One~~Two Hundred ~~Seventy-Five~~ Thousand and no/100ths (\$~~175~~200,000.00) Dollars or less may be let to contract by informal procedures as follows:

(a) The City Engineer shall maintain a list of qualified contractors according to the categories of work.

(b) All contractors on the list for the category of work being bid and/or all construction trade journals serving the area shall be mailed a notice inviting informal bids, unless the project or service is proprietary.

(c) The mailing of notices to contractors and construction trade journals shall be completed not less than ten (10) calendar days before the bids are due.

(d) The notice inviting informal bids shall describe the project in general terms; how to obtain more detailed information about the project; and state the time and place for the submission of bids.

(e) When deemed necessary by the City Engineer, a bid security may be required. The bid security shall be returned to all bidders; however, a successful bidder shall forfeit his security upon the refusal or failure to execute the contract within ten (10) days after notification of the award of the contract.

(f) The City Engineer shall receive sealed bids at the time and place stated in the public notice and tabulate the bids after the bids are opened.

(g) The Council shall award the contract to the lowest responsible bidder. The criteria for determining the lowest responsible bidder shall include, but not be limited to, the following:

- (1) The ability, capacity, and skill to perform the contract;
- (2) Whether the bidder has the facilities to perform the contract within the time specified;
- (3) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- (4) The past performance of similar contracts; and
- (5) Compliance with laws, ordinances, and regulations relating to the contract.

SECTION 3. AMENDMENT: Title 2, Chapter 9, Section 05, is hereby amended to read as follows:

2-9-05 Public projects greater than ~~One~~ Two Hundred ~~Seventy-Five~~ Thousand Dollars.

For public projects of ~~One~~ Two Hundred ~~Seventy-Five~~ Thousand and no/100ths (\$~~175~~200,000.00) Dollars or more, the final bidding procedures as prescribed in the Public Contract Code shall be followed.

SECTION 4. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 5. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of March, 2019, by the following vote:

AYES:
NOES:
ABSTAIN:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ____ day of _____, 2019.

Amy Bublak, Mayor

ATTEST:

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

City Council Staff Report

March 12, 2019



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

Prepared by: Amber Traini, Parks, Recreation & Public Facilities Event Assistant

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Resolution: Determining the closure of Main Street, between Palm Street and Center Street, for the Turlock Certified Farmers Market (TCFM) to host the Turlock Farmers Market, reoccurring weekly for the period of twenty-two (22) weeks, 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: Approving a Special Event Permit Application for the Turlock Farmers Market hosted by the Turlock Certified Farmers Market (TCFM), authorizing the associated closure of Main Street, between Palm Street and Center Street, for pedestrian safety, reoccurring weekly for the period of twenty-two (22) weeks, on Saturdays from 6:00 a.m. to 2:00 p.m., beginning May 4, 2019 through September 28, 2019 and authorizing the City Manager to apply appropriate conditions and restrictions on the street closure

Resolution: Approving an Agreement between the City of Turlock and the Turlock Certified Farmers Market (TCFM) to provide traffic control labor and equipment as approved by the City of Turlock, at the TCFM's assumption of liability and risk, reoccurring weekly for the period of twenty-two (22) weeks, on Saturdays from 6:00 a.m. to 2:00 p.m., beginning May 4, 2019 through September 28, 2019

Resolution: Approving the "Release, Waiver of Liability, and Assumption of Risk Agreement", to be used by those individuals volunteering for the Turlock Certified Farmers Market (TCFM) to implement traffic control for the farmers market

2. SYNOPSIS:

Approving a Special Event Permit Application, authorizing the associated street closure for pedestrian safety, making the CEQA determination, approving the agreement between the City of Turlock and Turlock Certified Farmers Market to implement traffic control, as well as approving the "Release, Waiver of Liability, and Assumption of Risk Agreement" for use by TCFM Volunteers.

3. DISCUSSION OF ISSUE:

On January 7, 2019 applicant Brandon Follett submitted a Special Event Permit application with the Parks, Recreation and Public Facilities Department for the Turlock Certified Farmers Market. This event is unique in that it is being proposed to take place every Saturday for twenty-two (22) consecutive weeks, beginning May 4, 2019 through Saturday, September 28, 2019. The event will take place from 8:00 a.m. to 1:00 p.m., however the street closure has been requested to be in effect from 6:00 a.m. to 2:00 p.m. to allow for vendor set-up/take-down.

In recognition of Council's policy discouraging the closure of Main Street, Turlock Certified Farmers Market's board of directors have surveyed downtown merchants who will be directly impacted by this requested closure and all were in support of the proposal. Attached as part of the special event application you will find the names and addresses of those business surveyed.

Property owners directly affected by the closure have been notified of this event/closure request and invited to participate in the public hearing process.

City of Turlock Traffic Engineering has reviewed this closure request.

City of Turlock Special Event committee has reviewed this application.

Given the supportive response from stakeholders, Staff supports the closure of the street sections as specified, with the appropriate conditions and restrictions. These conditions would include adherence to an approved, temporary traffic control plan, along with other standard conditions and requirements as determined by the City Manager. These include, but are not limited to, a 2019 Operator Certificate, Non-Profit Status and Liability Insurance.

The ongoing nature of the market closure and the weekly City staff costs associated with the street closure set-up are a challenge for TCFM. To mitigate this challenge staff has consulted with the City Attorney, as well as the City of Turlock's Risk Management Agency, to enter into an agreement with TCFM for TCFM to provide the labor and equipment to implement the City approved Temporary Traffic Control Plan (TTCP). This agreement also states that City

personnel will review the completed closure each week at the applicants cost. This agreement should be considered trial based each week. If for any reason staff determine TCFM is not maintaining the integrity of the agreement, or adhering to the TTCP provided, this agreement may be revoked and City staff will implement the traffic control plan each week, at the applicant's expense.

Upon TCFM assuming liability for all traffic control related occurrences it is suggested that they implement a volunteer "Release, Waiver of Liability, and Assumption of Risk Agreement", for anyone who may assist in the implementation of any TTCP labor or equipment transporting. Working with the City Attorney, as well as the Risk Management Agency, staff has created an agreement which all TCFM volunteers will sign acknowledging that he/she waive and release all claims and causes of action now or in the future that they may have against the Turlock Certified Farmers Market, or the City of Turlock, that are related directly or indirectly to their voluntary participation in the activity identified within the agreement.

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.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

This closure 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.

8. ALTERNATIVES:

- A. Deny approval of the event/closure request. 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 type="checkbox"/>
Other	<input checked="" type="checkbox"/>
Frequency of event? <u>Weekly</u>	

City Personnel Use Only
Event #:
Date Received:
Date Approved:
Permit Fee:
Alcohol Fee:
Late Fee:
Payment Date:

Applicant Information

Applicant/Contact Name: BRANDON FOLLETT

Contact Phone: [REDACTED] Alternate Phone: _____

Address: [REDACTED]

City: TURLOCK Zip: _____

E-mail Address: [REDACTED]

Business/Organization Information (if applicable)

Organization Name: TURLOCK CERTIFIED FARMERS MARKET

If Non-Profit please provide Federal ID #: 45-5070323 (attach proof of non-profit status)

Business License #: _____

Event Information

Event Title: TURLOCK CERTIFIED FARMERS MARKET

Event Location: E MAIN ST BETWEEN PALM ST & CENTER ST.

Event Date(s): WEEKLY MAY-SEPTEMBER

On-Site Contact: DEREK GRIFFIN

Phone #: [REDACTED] Secondary Phone #: _____

If Street Closures are being requested:

Closure Time Request: 6:00AM Closure Lift Time Request: 2:00pm

All Events:

Set-up Start Time: 6:30am Event Start Time: 8:00AM

Event End Time: 1:00pm Clean-up Completion Time: 2:00pm

Who will attend? (circle one) General Public Private Party

Estimated Attendance: 500 - 1500
(for filming permits include cast and crew)

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:

E. MAIN ST. BETWEEN PALM ST & CENTER ST.

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? 6

Please explain your plan for disposing of all waste:

LOCAL BUSINESS PARTNERSHIP FOR USE OF 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 \$30 per wk

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	<input checked="" type="radio"/> NO	_____
Automobiles/Trucks	<input checked="" type="radio"/> YES	<input type="radio"/> NO	FARM VENDORS PRODUCE
Bicycles/Foot Races	YES	<input checked="" type="radio"/> NO	_____
Is event being advertised as (circle one) N/A RACE FUN RUN			
Booths/Stand	<input checked="" type="radio"/> YES	<input type="radio"/> NO	_____
Emergency Vehicle Access	<input checked="" type="radio"/> YES	<input type="radio"/> NO	RIGHT OF WAY ALLEN
Medical/First Aid Station(s)	YES	<input checked="" type="radio"/> NO	_____
Parking	YES	<input checked="" type="radio"/> NO	BUT WILL PROVIDE PATRONS WITH LOCATIONS OF PARKING
Approximately how many spaces needed: _____			
Rides/Bounce House	YES	<input checked="" type="radio"/> NO	_____
Tents/Canopies	<input checked="" type="radio"/> YES	<input type="radio"/> NO	BOOTH
City Property/Equipment	<input checked="" type="radio"/> YES	<input type="radio"/> NO	STREET OUTLET
Open Flame	YES	<input checked="" type="radio"/> NO	_____
Stage	YES	<input checked="" type="radio"/> NO	_____
Power Source	YES	<input checked="" type="radio"/> NO	_____
OTHER	YES	<input type="radio"/> NO	_____

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/Walkway Closure) applicants should also include a route map of event.

EVENT LOCATION: E. MAIN ST. BETWEEN PALM JT & CENTER JT.

(PLEASE reference previous site plan on file)

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

Please wait to sign until City Personnel is present

To the greatest extent permitted by law, Permittee,

BRANDON FOLLETT / TCFM


[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: 1/4/19

Print Name: BRANDON FOLLETT

City personnel Signature: _____ DATE: _____

Print Name: _____

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 cancellation. 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 30 business days after event completion if event site is left in satisfactory condition and all event details agreed upon are carried out accordingly.


Initial

Public Notification

All special events are subject to a public hearing. The City will send public notification of this hearing to those property owners which may be impacted by the proposed special event. Applicant will be responsible for the cost of postage associated with those public notifications.

Acknowledgment of Policies and Procedures Cont.


Initial

Insurance

Insurance is required at applicant's expense for all special events. Proof of Insurance listing "City of Turlock, its elective and appointive boards, officers, agents, employees and volunteers" as additionally insured (including Endorsement) is due to the Parks, Recreation and Public Facilities office no later than 15 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.


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.

Acknowledgment of Policies and Procedures Cont.


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. The applicant will receive an estimate of costs. This estimate must be paid in full 10 business days prior to the event. Actual costs accrued will be collected post event and the difference will be paid (reimbursement to applicant or further costs paid to City) no more than 30 calendar days post 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 will be obtained by the City, at applicants expense. If the applicant chooses to obtain the traffic control devices elsewhere it will be required that an invoice for the closure device rental from an outside agency be presented to the Special Event Committee 15 calendar days prior to the event. These devices shall be set up and removed by either City staff, at the applicant's expense, or a licensed contractor holding a valid "A" or "C31" from the California Contractors State License Board. If the applicant chooses to have a licensed contractor perform the street closure it will be required that an invoice and/or letterhead from the contractor agreeing to follow the approved traffic control plan must be presented to the Special Event Committee at least 15 calendar days prior to the event. Under NO circumstances is an event manager or event volunteer permitted to close a public right-of-way.

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. Personal Information, such as phone number/address, will be redacted from document.

I have read and understand the policies and procedures set forth by the City of Turlock for Special Events.

Applicant's Signature



Date 1/4/19

Dear Members of the Turlock City Council,

Turlock is a vibrant city with a wide variety of offerings for the citizens and surrounding communities. For the past nine years, the Turlock Certified Farmers Market has been one such offering which has contributed to a sense of community by providing a seasonal market venue. Operating approximately six months each year, the market has established itself as a gathering place, which supports local vendors and businesses and provides educational and nutritional opportunities for patrons.

The Turlock Certified Farmers Market was established in 2009 after a city-wide community engagement survey showed the desire to reestablish a weekly market. A group of volunteers came together to make this a reality, initially operating under the TDPOA. The volunteers who became the board of directors applied to become a 501 (c)(3) non-profit organization, which was a great accomplishment and enabled new opportunities, including the ability to seek donations.

As a non-profit educational organization, TCFM has continually promoted healthy eating and healthy living. Farm vendors are a direct link to local, seasonal food, educating the public about how produce is grown and harvested in our region. We also have been able to offer the Senior Farmers Market Nutrition Program at the market for many years for low-income seniors.

In addition to supporting small family farms in our region, TCFM has been a catalyst for small business development. Many local artisan vendors selling everything from food items to hand made goods have established their craft at the market and have gone on to grow into thriving businesses, selling in retail stores, online and even opening storefronts in Turlock. TCFM is proud to be an incubator for start-up businesses.

As we reflect on the past success and envision our future as an integral part of the community, the market location is a critical component. After many years in Downtown Turlock and a very successful two weeks in July, we believe the best place for the market is to return to Downtown Turlock. This year the Turlock Certified Farmers Market will celebrate its tenth anniversary. We believe this is a fitting time to bring this about.

Our desire is to find a way to bring the market back to Main Street on Saturday mornings. The TCFM Board of Directors has continued to garner feedback from the local businesses impacted and we have found great support. Our goal is not to create conflict but to work through any perceived issues that may arise. Our desire is to work closely with the City of Turlock to provide a long-lasting market that benefits all constituents.

Sincerely,
The Board of Directors, Turlock Certified Farmers Market

Turlock Certified Farmers Market 2019 Street Closure Request

Key Items

- Downtown Merchants
- Season Duration and Hours of Operation
- Parking
- Vendor Stability
- Sponsor Stability
- Street Closure
- Future Opportunities for Partnerships

Downtown Merchants Survey

During the months of November and December the Downtown Turlock businesses within the areas of potential road closure impact were contacted and surveyed regarding their receptiveness to a weekly recurring market. We are pleased to report that all businesses surveyed were in support of the Turlock Certified Farmers Market returning to Main Street on Saturday mornings for the market season.

Business	Note	Address
Bistro 234		234 E. Main St, Turlock, 95380
(Bob's) Turlock Shoe Repair		419 E. Main St, Turlock, 95380
Century 21 M&M and Associates		331 E. Main St, Turlock, 95380
Charity Thrift Shop		402 E. Main St, Turlock, 95380
Crivelli's Shirts & More		310 E. Main St, Turlock, 95380
Crust & Crumb		428 E. Main St, Turlock, 95380
Cycle Masters		605 E. Main St, Turlock, 95380
Dare to Compare Insurance	Closed Saturday	431 E. Main St, Turlock, 95380
Dean Floral	Closed Saturday	320 E. Main St, Turlock, 95380
Digs		310 E. Main St, Turlock, 95380
Envy Clothes		227 E. Main St, Turlock, 95380
Farm House		311 E. Main St, Turlock, 95380
Farmland Management	Closed Saturday	301 E. Main St, Turlock, 95380
Gallery Finesse		128 N. Center St, Turlock, 95380
Geiger's		340 E. Main St, Turlock, 95380
Glitz Fine Clothing		306 E. Main St, Turlock, 95380
Jaureguy's Design & Construction		436 E. Main St, Turlock, 95380

Joe's Clock and Watch Shop		422 E. Main St, Turlock, 95380
La Mo		310 E. Main St, Ste B, Turlock, 95380
Main Street Footers		425 E. Main St, Turlock, 95380
Royal Dagger Tattoos		417 E. Main St, Turlock, 95380
Merafuentes Tae Kwon Do Academy		415 E. Main St, Turlock, 95380
Rustic Roots		231 E. Main St, Turlock, 95380
Scenic Oaks Funding	Closed Saturday	331 E. Main St, Turlock, 95380
Stephanie Baker Photography		309 E. Main St, Turlock, 95380
Supreme Lending	Closed Saturday	319 E. Main St, Turlock, 95380
The Cottage-Main Street Attractions Salon		420 E. Main St, Turlock, 95380
Treasure Hunters		300 E. Main St, Turlock, 95380
Vintage Market		210 E. Main St, Turlock, 95380
Wahl, Willemse & Wilson, LLP	Closed Saturday	401 E. Main St, Turlock, 95380

Season Duration and Hours of Operation

As the TCFM seeks to relocate to Downtown Turlock, we recognize that the season duration and hours of operation can have a big impact on the local businesses. It is our desire to work with the community to establish a long-lasting partnership that works for all parties. Based on the feedback received, we have proposed a season duration of May 4th thru September 28th. This is a 22 week season, which is a slightly truncated season from past years. The hours of operation will remain the same, 8am to 1pm. We will continue to seek feedback from local businesses, vendors and market patrons in regards to both duration and hours of operation.

Parking

Parking is a topic that is often questioned in Downtown Turlock. We recognize that at times it can be difficult to locate a spot, however, many businesses in the area of operation are closed on Saturdays, which alleviates much of the parking concerns. TCFM will work to identify available parking and use signage to direct patrons. In addition, we will use social media and our website to show the easiest ways to access the market.

Vendor Stability

Over the past nine years the Turlock Certified Farmers Market has developed great relationships with our vendor partners. In addition to a core group of vendors who have been with us since the beginning, we have established a balanced group of businesses that are dedicated to the TCFM. The stability of our vendors has allowed us to be successful through several location changes. The community loves these vendors and will continue to support them with their weekly attendance and purchases, which will allow the market and local businesses to thrive.

Sponsor Stability

In the last nine years we have also had a core group of sponsors who have faithfully supported the TCFM financially and allowed the market to grow and flourish. These local businesses will continue to support the market which makes it a stable operation for the future.

Street Closure

The current Traffic Control process requires that City staff place the road closure signs each week. In July 2018 for the 2 weeks of temporary market, the total cost was nearly \$2,000. As a non-profit with limited budget, this cost is very critical. The TCFM requests that we work together to find a solution that allows the market to be sustainable.

Future Opportunities

The ability to move back to Downtown Turlock will allow the market to continue to grow and allow us to expand our partnerships with local businesses, non-profits and the City of Turlock. We believe there is great potential in the heart of the City and look forward to providing new offerings for 2019 and beyond.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF DETERMINING THE
CLOSURE OF MAIN STREET, BETWEEN
PALM STREET AND CENTER STREET, FOR
THE TURLOCK CERTIFIED FARMERS MARKET
(TCFM) TO HOST THE TURLOCK FARMERS
MARKET, REOCCURRING WEEKLY FOR THE
PERIOD OF TWENTY-TWO (22) WEEKS, 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. 2019-

WHEREAS, the City plans to temporarily modify the use of land along a portion of Main Street, between Palm Street and Center Street from 6:00 a.m. – 2:00 p.m., for the Turlock Certified Farmers Market (TCFM) to host the Turlock Farmers Market, a special event that will result in the closure of the specified street section 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 Main Street, between Palm Street and Center Street, for the Turlock Certified Farmers Market (TCFM) to host the Turlock Farmers Market, reoccurring weekly for the period of twenty-two (22) weeks, 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 12th day of March, 2019, 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 APPROVING A
SPECIAL EVENT PERMIT APPLICATION
FOR THE TURLOCK FARMERS MARKET
HOSTED BY THE TURLOCK
CERTIFIED FARMERS MARKET (TCFM),
AUTHORIZING THE ASSOCIATED
CLOSURE OF MAIN STREET, BETWEEN
PALM STREET AND CENTER STREET, FOR
PEDESTRIAN SAFETY, REOCCURRING
WEEKLY FOR A PERIOD OF TWENTY-TWO
(22) WEEKS, ON SATURDAYS FROM
6:00 A.M. TO 2:00 P.M., BEGINNING MAY 4,
2019 THROUGH SEPTEMBER 28, 2019 AND
AUTHORIZING THE CITY MANAGER TO
APPLY APPROPRIATE CONDITIONS AND
RESTRICTIONS ON THE STREET CLOSURE

RESOLUTION NO. 2019-

WHEREAS, Turlock Certified Farmers Market (TCFM) has requested to close Main Street, between Palm Street and Center Street, for the Turlock Farmers Market. The event is proposed to take place reoccurring weekly for a period of time not to exceed twenty-two (22) weeks. More specifically the event is proposed to take place Saturdays beginning May 4, 2019 through September 28, 2019; and

WHEREAS, TCFM has done their due diligence to reach out to downtown businesses that may be affected by the proposed closure and have provided a list of those business which are in support of the proposed event; 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: 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 March 12, 2019.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve a Special Event Permit Application for the Turlock Farmers Market hosted by the Turlock Certified Farmers Market (TCFM), authorize the closure of Main Street, between Palm Street and Center Street, for pedestrian safety, reoccurring weekly for a period of twenty-two (22) weeks, on Saturdays from 6:00 a.m. to 2:00 p.m., beginning on May 4, 2019 through September 28, 2019 and authorize the City Manager to apply appropriate conditions and restrictions to the street closure.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of March, 2019, 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 APPROVING AN }
AGREEMENT BETWEEN }
THE CITY OF TURLOCK AND THE }
TURLOCK CERTIFIED FARMERS MARKET }
(TCFM) TO PROVIDE TRAFFIC CONTROL }
LABOR AND EQUIPMENT AS }
APPROVED BY THE CITY OF TURLOCK, }
AT THE TCFM'S ASSUMPTION OF }
LIABILITY AND RISK, REOCCURRING }
WEEKLY FOR THE PERIOD OF TWENTY- }
TWO (22) WEEKS, ON SATURDAYS }
FROM 6:00 A.M. TO 2:00 P.M., BEGINNING }
MAY 4, 2019 THROUGH SEPTEMBER }
28, 2019 }

RESOLUTION NO. 2019-

WHEREAS, Turlock Certified Farmers Market (TCFM) has requested to close Main Street, between Palm Street and Center Street, for the Turlock Farmers Market. The event is proposed to take place reoccurring weekly for the period of twenty-two (22) weeks on Saturdays from 6:00 a.m. to 2:00 p.m., beginning May 4, 2019 through September 28, 2019; and

WHEREAS, the Interim City Attorney and City of Turlock Risk Management Agency staff have entered into an agreement with TCFM to provide the labor and equipment for the City approved traffic control plan; and

WHEREAS, City personnel will review the completed closure each week at the applicant's cost; and

WHEREAS, this agreement should be considered trial based. If for any reason at any time within those twenty-two (22) weeks staff feels that TCFM is not maintaining the integrity of the agreement or not adhering to the traffic control plan provided, this agreement may be revoked; and

WHEREAS, if the agreement is revoked due to TCFM not adhering to the agreement, City staff will implement the traffic control plan each week at the applicant's expense to enable the event to continue.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve an Agreement between the City of Turlock and the Turlock Certified Farmers Market (TCFM) to provide traffic control labor and equipment as approved by the City of Turlock, at the TCFM's assumption of liability and risk, reoccurring weekly for the period of twenty-two (22) weeks, on Saturdays from 6:00 a.m. to 2:00 p.m., beginning May 4, 2019 through September 28, 2019.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of March, 2019, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



**AGREEMENT FOR SPECIAL SERVICES
between
THE CITY OF TURLOCK
and
TURLOCK CERTIFIED FARMERS MARKET
for
TEMPORARY TRAFFIC CONTROL IMPLEMENTATION**

THIS AGREEMENT is made this 12TH day of March, 2019, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **TURLOCK CERTIFIED FARMERS MARKET**, a non-profit market operator, hereinafter referred to as "OPERATOR."

WITNESSETH:

WHEREAS, OPERATOR has submitted a Special Event Application to operate a farmers market on Main Street on Saturdays from 7 AM to 1 PM, May 4, 2019 through September 28, 2019; and

WHEREAS, in order to close Main Street for the event, the CITY requires temporary traffic control as designed by the City of Turlock for pedestrian safety; and

WHEREAS, OPERATOR has requested to provide the labor and equipment to set up the temporary traffic control to avoid paying the CITY for those services; and

WHEREAS, CITY will provide final approval as to the accuracy of the traffic control plan implementation each week charging the OPERATOR for the cost of staff time associated with this review.

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

1. SCOPE OF WORK: OPERATOR 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 the profession and the specifications attached hereto as Exhibit A. OPERATOR shall provide Services that are acceptable to CITY.

2. PERSONNEL AND EQUIPMENT: OPERATOR shall provide all personnel needed to accomplish the Services hereunder. OPERATOR shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as OPERATOR 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. CONSIDERATION: The Services provided by OPERATOR, its agents, employees, volunteers, and/or subcontractors, are being provided for the benefit of OPERATOR, at OPERATOR'S own expense, and assumption of liability and risk. In consideration for being allowed to perform such Services, the CITY will not charge any fees or costs otherwise attributable to such Services. However, if such Services are deemed unacceptable to CITY at any time, CITY shall have the right to prohibit OPERATOR from performing the Services and resume charging any and all applicable fees and costs.

5. TERM OF AGREEMENT: This Agreement shall become effective May 4, 2019 and end September 28, 2019, subject to the OPERATOR'S performance.

6. INSURANCE: OPERATOR shall not commence work under this Agreement until OPERATOR has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall OPERATOR allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. OPERATOR 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 OPERATOR, 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. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) **General Liability Insurance:** OPERATOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. OPERATOR's general liability policies shall be primary and not seeking contribution from the City's coverages, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

(b) **Workers' Compensation Insurance:** OPERATOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). OPERATOR shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) **Auto Insurance:** OPERATOR shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident. If OPERATOR owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) **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) OPERATOR shall provide a financial guarantee satisfactory to City

guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

(1) 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 OPERATOR shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(2) 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.

(i) 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.

(j) Verification of Coverage: OPERATOR 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 OPERATOR's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(k) Waiver of Subrogation: With the exception of professional liability, OPERATOR hereby agrees to waive subrogation which any insurer of OPERATOR may acquire from OPERATOR 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 OPERATOR, its agents, employees, independent contractors and subcontractors. OPERATOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(l) Subcontractors: OPERATOR 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.

(m) Surety Bonds: OPERATOR shall provide a Performance Bond and a Payment Bond.

7. INDEMNIFICATION:

OPERATOR shall indemnify, defend, and hold harmless CITY and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by OPERATOR, its officers, agents, employees, board members, volunteers,

subcontractors, or by any individual or agency for which OPERATOR is legally liable, including, but not limited to, officers, agents, employees, volunteers, representatives, board members, or subcontractors of OPERATOR. This indemnification duty shall apply to OPERATOR, for any such liabilities or claims made by any individual, employee, volunteer, or subcontractor of OPERATOR.

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

OPERATOR, 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.

OPERATOR shall determine the method, details and means of performing the work and services to be provided by OPERATOR under this Agreement. OPERATOR 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 OPERATOR in fulfillment of this Agreement. OPERATOR has control over the manner and means of performing the services under this Agreement. OPERATOR is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, OPERATOR has the responsibility for employing other persons or firms to assist OPERATOR in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by OPERATOR, such persons shall be entirely and exclusively under the direction, supervision, and control of OPERATOR. 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 OPERATOR.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the OPERATOR or OPERATOR'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 OPERATOR must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of OPERATOR'S personnel.

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

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement at any time without cause or legal excuse, by providing written notice to OPERATOR.

10. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by OPERATOR 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, OPERATOR shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. OPERATOR 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. OPERATOR 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, OPERATOR shall comply with the provisions of Section 1735 of the California Labor Code.

12. WAIVER & RELEASE OF LIABILITY: In consideration for waiver of fees and costs otherwise payable to CITY for traffic staging and implementation, OPERATOR agrees to use employees, volunteers, subcontractors, and individuals to perform the Services. OPERATOR further agrees to sign a waiver and release of liability against the City, and to require such employees, volunteers, subcontractors, and individuals to sign a waiver and release of liability against the City, in a form acceptable to City and in substantial conformity to the waiver attached hereto as Exhibit B.

13. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. OPERATOR 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. OPERATOR specifically acknowledges that in entering into and executing this Agreement, OPERATOR relies solely upon the provisions contained in this Agreement and no others. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

14. OBLIGATIONS OF OPERATOR: Throughout the term of this Agreement, OPERATOR shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. OPERATOR 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. OPERATOR 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. INTEREST OF OPERATOR: OPERATOR 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. OPERATOR warrants that, in performance of this Agreement, OPERATOR shall not employ any person having any such interest. OPERATOR 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.

16. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or OPERATOR 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 OPERATOR may incur in performing such additional services, and OPERATOR shall not be required to perform any such additional services.

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

18. 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.

19. 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.

20. 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 OPERATOR'S charges to CITY under this Agreement.

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

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

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

23. COMPLIANCE WITH LAWS: OPERATOR 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. OPERATOR shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

24. CITY BUSINESS LICENSE: OPERATOR will have a City of Turlock business license.

25. ASSIGNMENT: This Agreement is binding upon CITY and OPERATOR and their successors. Except as otherwise provided herein, neither CITY nor OPERATOR shall

assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

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

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

28. 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 OPERATOR: **TURLOCK CERTIFIED FARMERS MARKET
P.O. BOX 154
TURLOCK, CALIFORNIA 95380
PHONE: (209) 225-8177**

for CITY: **CITY OF TURLOCK
ATTN: ALLISON VAN GUILDER, DIRECTOR
PARKS, RECREATION AND PUBLIC FACILITIES
DEPARTMENT
144 SOUTH BROADWAY
TURLOCK, CALIFORNIA 95380-5456
PHONE: (209) 668-6001**

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

Allison Van Guilder
Parks, Recreation and Public Facilities Department
144 S. Broadway
Turlock, California 95380-5456
Telephone: (209) 668-6001
E-mail: avanguilder@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: _____
Robert C. Lawton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Allison Van Guilder, Parks, Recreation
and Public Facilities Director

APPROVED AS TO FORM:

By: _____
Jose M. Sanchez, Interim City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

TURLOCK CERTIFIED FARMERS MARKET

By: _____

Title: _____

Print name: _____

Date: _____

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE }
"RELEASE, WAIVER OF LIABILITY, AND }
ASSUMPTION OF RISK AGREEMENT", }
TO BE USED BY THOSE INDIVIDUALS }
VOLUNTEERING FOR THE TURLOCK }
CERTIFIED FARMERS MARKET (TCFM) TO }
IMPLEMENT TRAFFIC CONTROL FOR }
THE FARMERS MARKET }

RESOLUTION NO. 2019-

WHEREAS, Turlock Certified Farmers Market (TCFM) has requested to close Main Street, between Palm Street and Center Street, for the Turlock Farmers Market. The event is proposed to take place reoccurring weekly for the period of twenty-two (22) weeks on Saturdays from 6:00 a.m. to 2:00 p.m., beginning May 4, 2019 through September 28, 2019; and

WHEREAS, the City Attorney and the City of Turlock Risk Management Agency staff have entered into an agreement with TCFM to provide the labor and equipment for the City approved Temporary Traffic Control Plan (TTCP); and

WHEREAS, volunteers who may assist in the implementation of the City of Turlock approved TTCP shall sign a "Release, Waiver of Liability, and Assumption of Risk Agreement"; and

WHEREAS, this agreement will release all liability from the Turlock Certified Farmers Market, as well as the City of Turlock.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the "Release, Waiver of Liability, and Assumption of Risk Agreement", to be used by those individuals volunteering for the Turlock Certified Farmers Market (TCFM) to implement traffic control for the farmers market.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of March, 2019, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

**RELEASE, WAIVER OF LIABILITY, AND
ASSUMPTION OF RISK AGREEMENT
for
Temporary Traffic Control Set Up**

READ CAREFULLY BEFORE SIGNING

IN CONSIDERATION of being allowed to participate in setting up temporary traffic control for the City of Turlock ("City") farmer's market on Main Street, at any time between May 4, 2019 and September 28, 2019, in order to reduce the costs and fees otherwise required for such traffic control set up, the undersigned volunteer acknowledges, appreciates, and agrees that, while helping set up temporary traffic control for such events, ***the risk of serious injury including, but not limited to, permanent paralysis, injury, and death, is significant and does exist, even though particular rules, equipment, and personal discipline may reduce the risk.*** Therefore:

1. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE, TORTIOUS, OR MALFEASANCE OF THE TURLOCK CERTIFIED FARMERS MARKET OR CITY OF TURLOCK** or others, and assume full responsibility for my participation; and
2. I willingly agree to comply with the stated and customary terms and conditions of participation. If I observe any unusual significant hazard during my presence or participation, I will either remove the hazard, if possible, or discontinue my participation and/or bring such hazard to the attention of the nearest official immediately; and
3. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in this activity. I represent that I am physically fit and I have no medical, psychological, or any other condition, which would prevent my full participation in this activity; and
4. I fully understand that City staff members are not physicians or medical practitioners of any kind. With the above in mind, I hereby authorize City to render temporary first aid to me or my spouse/domestic partner in the event of any injury or illness and, if deemed necessary by City, to call our doctor and to seek medical help, including the calling of an ambulance for me or my spouse/domestic partner should City deem this to be necessary. Such medical assistance, whether deemed so by City or not, is at my own expense; and

Release, Waiver of Liability, and Assumption of Risk Agreement
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5. By signing this document, I acknowledge that if anyone is hurt or property damaged related to my participation in this activity, I may be found by a court of law to have waived my or spouse/domestic partner's right to maintain a lawsuit against City; and
6. I, for myself, my heirs, assigns, personal representatives and next of kin, hereby **WAIVE AND RELEASE** all claims and causes of action now or in the future that I may have against the City of Turlock, a municipal corporation (hereinafter the "Released Party") based on, or related directly or indirectly to my voluntary participation in the activity identified above.

To the extent of such waiver and release, the undersigned expressly waives his/her 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 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

I HAVE READ THIS RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT AND FULLY UNDERSTAND ITS TERMS AND SIGNIFICANCE. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

[Participant's Signature] Date signed: _____

[Print Name]

Telephone: _____

E-mail: _____



City Council Staff Report

March 12, 2019

From: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Prepared by: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Agendized by: Robert C. Lawton, City Manager

1. ACTION RECOMMENDED:

Resolution: Affirming the authorization of the City of Turlock Housing Program Services Division to use Community Development Block Grant (CDBG) funds to further affordable housing opportunities through the purchase, resale or granting of residential real property to eligible organizations and households and authorize the City Manager to sign all necessary documents

Resolution: Affirming the authorization of the City of Turlock acting as the lead agency of the Turlock/Stanislaus County Home Consortium to use reallocated HOME funds to further affordable housing opportunities through the purchase, resale or granting of residential real property to eligible organizations and households and authorizes the City Manager to sign all necessary documents

2. SYNOPSIS:

Affirming the authorization of the City of Turlock Housing Program Services Division to use Community Development Block Grant (CDBG) funds and the authorization of the City of Turlock acting as the lead agency of the Turlock/Stanislaus County Home Consortium to use reallocated HOME funds.

3. DISCUSSION OF ISSUE:

Turlock, as an entitlement City, also known as a grantee, is responsible for seeing that CDBG funds are spent in accordance with CDBG requirements and in a way that is consistent with the Consolidated Plan and Annual Action Plan. Grantees are also responsible for managing CDBG funds to ensure that they are used appropriately and safeguarded against fraud and abuse. This responsibility starts with ensuring that environmental reviews are conducted prior to any commitment of CDBG funds. Grantees must track disbursements to make sure that CDBG funds are spent within the timeframes required by HUD.

Grantees may use CDBG funds for a variety of housing activities. Eligible uses of funds include, but are not limited to; Acquisition of Property, Disposition, Public Facilities and Improvements, Clearance, Demolition, Remediation, Public Services, Interim Assistance, Urban Renewal Completion, Relocation, Construction of Housing, Homeownership Assistance, Rehabilitation, and General Administration.

A very important concept in administering CDBG activities is planning for the timely expenditure of funds. Timeliness refers to how quickly the grantee is able to commit and expend CDBG funds. It is vital that CDBG grantees make every effort to quickly use their funds. The entitlement program rule for timeliness is that the grantee cannot have more than 1.5 times their annual allocation sitting in their line of credit. If the grantee chronically has more than 1.5 times their allocation, HUD can withhold future grants until the grantee effectively spends their existing resources.

In acting as the lead agency for the HOME Consortium, participating jurisdictions (PJ's) may use HOME funds for a variety of housing activities, according to local housing needs. Eligible uses of funds include tenant-based rental assistance; housing rehabilitation; assistance to homebuyers; and new construction of housing. HOME funding may also be used for site acquisition, site improvements, demolition, relocation, and other necessary and reasonable activities related to the development of non-luxury housing. Funds may not be used for public housing development, public housing operating costs, or for Section 8 tenant-based assistance, nor may they be used to provide non-federal matching contributions for other federal programs, for operating subsidies for rental housing, or for activities under the Low-Income Housing Preservation Act.

HOME rules require that funds be committed to projects in two years [24 CFR 92.500(d)(1)(B)]; reserved for housing that is owned, developed, or sponsored by CHDOS in two years [24 CFR 92.300(a) and 92.500(d)(1)(A)]; and expended in five years [24 CFR 92.500(d)(1)(c)] . When these deadlines are missed, the consortium's funds are subject to recapture by HUD. Therefore, consortia must have internal procedures and rules to assure that these deadlines are met. If member jurisdictions are expected to identify and commit funds to projects or CHDOs, then the sub-recipient agreement should specify the deadlines for commitment or reservation that will give the consortium ample time to find alternative HOME-eligible activities in the event a member jurisdiction does not secure project commitment(s) in a timely manner. The lead entity should develop procedures for managing the funding deadlines, and monitor its sub-recipients to see that they are making steady progress to meet these deadlines.

The Turlock/Stanislaus County Home Consortium has used a self-directed funding model allowing each of the member jurisdiction access to a grant amount that must be used within the two year commitment time frame. Some of the jurisdictions

have had difficulty in delivering on their respective programs to get the funds expended. The annual agreements previously approved by Council allow the City of Turlock to redirect those funds into other activities. At this juncture, the Consortium would like to enhance affordable housing throughout all the communities within the Consortium as well as build capacity of some of our nonprofit service providers to enhance that affordable housing continuum. While Council has previously authorized and delegated authority for such program as the Neighborhood Stabilization Program to purchase and sell residential property, there has never been authorization for staff to engage in these activities in the context of the Consortium.

At this juncture, the Housing Program Services Division would like to enhance affordable housing throughout Turlock and potentially build capacity of some of our nonprofit service providers to enhance affordable housing. While Council has previously authorized and delegated authority for such programs as the Neighborhood Stabilization (NSP), HOME Consortium and CDBG programs to purchase and sell residential property in 2011, 2014 and 2015 respectively, staff believed that it was important with the change in City Council membership to bring this authorization back to Council to affirm the delegated authority for these activities.

Under the previous delegated authority, the City has purchased the Lambert four-plex that was provided to We Care, the A Street cottages, 1143/1145 Park, which will be used for permanent supportive housing units for persons with mental health disorders as well as the Sage House, a safe house for women fleeing human trafficking.

The Housing Program Services Division is continuously seeking outside funding sources and improving its programs. This allows the City to expand and enhance services to the community.

4. BASIS FOR RECOMMENDATION:

Funding will allow the City of Turlock Housing Program Services the opportunity to provide homes and housing opportunities to low income families and organizations that serve that demographic.

5. FISCAL IMPACT / BUDGET AMENDMENT:

There will be no impact to the General Fund. Funding for this activity has been budgeted in the Housing Program Services budgets and can be found at CDBG Affordable Housing Development Account # 255-41-485.47210_001 and HOME Affordable Housing Development Account # 256-41-486.47225_002.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

The action to approve the application for funding is exempt from the provisions of the California Environmental Quality Act (CEQA). Although it is anticipated that all actions to be funded using this program will be ministerial in nature, and as such are exempt from CEQA pursuant to either Section 15268 (Ministerial Projects), Section 15267 (Financial Assistance to Low or Moderate Income Housing), and/or Section 15301 (Existing Facilities) of the CEQA Guidelines, individual projects or actions will be reviewed upon identification of the specific properties to determine the appropriate level of CEQA review. All properties proposed to be purchased under this authority must be reviewed for compliance with the National Environmental Policy Act (NEPA).

8. ALTERNATIVES:

- A. The Council could deny the authorization for such an effort. This alternative is not recommended as this effort allows the City of Turlock to expend its CDBG funds and meet the timeliness deadlines. It also provides the City of Turlock with viable opportunities to enhance affordable housing stock.
- B. The Council could set limits on the requested delegated authority. Staff believes that this alternative is not necessary as the program has previously operated with delegated authority with no issues or concerns.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF AFFIRMING THE
AUTHORIZATION OF THE CITY OF
TURLOCK HOUSING PROGRAM
SERVICES DIVISION TO USE COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG)
FUNDS TO FURTHER AFFORDABLE
HOUSING OPPORTUNITIES THROUGH
THE PURCHASE, RESALE OR GRANTING
OF RESIDENTIAL REAL PROPERTY TO
ELIGIBLE ORGANZATIONS AND
HOUSEHOLDS AND AUTHORIZE THE
CITY MANAGER TO SIGN ALL NECESSARY
DOCUMENTS**

RESOLUTION NO. 2019-

WHEREAS, Turlock, as an entitlement City, also known as a Grantee, is responsible for seeing that CDBG funds are spent in accordance with CDBG requirements and in a way that is consistent with the Consolidated Plan and Annual Action Plan. Grantees are also responsible for managing CDBG funds to ensure that they are used appropriately and safeguarded against fraud and abuse; and

WHEREAS, this responsibility starts with ensuring that environmental reviews are conducted prior to any commitment of CDBG funds. Grantees must track disbursements to make sure that CDBG funds are spent within the timeframes required by HUD; and

WHEREAS, Grantees may use CDBG funds for a variety of housing activities. Eligible uses of funds include, but are not limited to; Acquisition of Property, Disposition, Public Facilities and improvements, Clearance, Demolition, Remediation, Public Services, Interim Assistance, Urban Renewal Completion, Relocation, Construction of Housing, Homeownership Assistance, Rehabilitation, and General Administration; and

WHEREAS, a very important concept, in administering CDBG activities is planning for the timely expenditure of funds. Timeliness refers to how quickly the grantee is able to commit and expend CDBG funds. It is vital that CDBG grantees make every effort to quickly use their funds. The entitlement program rule for timeliness is that the grantee cannot have more than 1.5 times their annual allocation sitting in their line of credit. If the grantee chronically has more than 1.5 times their allocation, HUD can withhold future grants until the grantee effectively spends their existing resources; and

WHEREAS, the Housing Program Services Division has enhanced affordable housing throughout Turlock by build capacity of some of our nonprofit service providers to enhance affordable housing; and

WHEREAS, Council has previously authorized and delegated authority for Community Development Block Grants (CDBG) program as well as Neighborhood Stabilization (NSP) and HOME Consortium to purchase and sell residential property; and

WHEREAS, staff is seeking to affirm the previous authorization and delegated authority to engage in these housing acquisition activities using CDBG funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby affirm the authorization of the City of Turlock Housing Program Services Division to use Community Development Block Grant (CDBG) funds to further affordable housing opportunities through the purchase, resale or granting of residential real property to eligible organizations and households and authorize the City Manager to sign all necessary documents.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of March, 2019, 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 AFFIRMING THE }
AUTHORIZATION OF THE CITY OF }
TURLOCK ACTING AS THE LEAD AGENCY }
OF THE TURLOCK/STANISLAUS COUNTY }
HOME CONSORTIUM TO USE }
REALLOCATED HOME FUNDS TO }
FURTHER AFFORDABLE HOUSING }
OPPORTUNITIES THROUGH THE }
PURCHASE, RESALE OR GRANTING OF }
RESIDENTIAL REAL PROPERTY TO }
ELIGIBLE ORGANZATIONS AND }
HOUSEHOLDS AND AUTHORIZES THE CITY }
MANAGER TO SIGN ALL NECESSARY }
DOCUMENTS }**

RESOLUTION NO. 2019-

WHEREAS, Turlock, as the lead agency of the Turlock/Stanislaus Urban County HOME Consortium is responsible for seeing that HOME funds are spent in accordance with HOME requirements and in a way that is consistent with the consortium's Consolidated Plan and Annual Action Plan. Lead entities are also responsible for managing HOME funds to ensure that they are used appropriately and safeguarded against fraud and abuse; and

WHEREAS, this responsibility starts with ensuring that environmental reviews are conducted prior to any commitment of HOME funds. The lead entity should have systems in place to commit funds to eligible projects, track project progress, and make timely payments to contractors and vendors. Generally the lead entity commits funds in the IDIS system, and draws down funds as appropriate, but these functions can be delegated to a member jurisdiction. In either case, the lead entity must track disbursements to make sure that HOME funds are spent within the timeframes required by HUD; and

WHEREAS, Participating jurisdictions may use HOME funds for a variety of housing activities, according to local housing needs. Eligible uses of funds include tenant-based rental assistance; housing rehabilitation; assistance to homebuyers; and new construction of housing. HOME funding may also be used for site acquisition, site improvements, demolition, relocation, and other necessary and reasonable activities related to the development of non-luxury housing; and

WHEREAS, HOME rules require that funds be committed to projects in two years [24 CFR 92.500(d)(1)(B)]; reserved for housing that is owned, developed, or sponsored by CHDOS in two years [24 CFR 92.300(a) and 92.500(d)(1)(A)]; and expended in five years [24 CFR 92.500(d)(1)(c)] . When these deadlines are missed, the consortium's funds are subject to recapture by HUD; and

WHEREAS, the Turlock/Stanslaus County Home Consortium has used a self-directed funding model allowing each of the member jurisdiction access to a grant amount that must be used within the two year commitment time frame; and

WHEREAS, the annual agreements previously approved by Council allow the City of Turlock to redirect those funds into other activities. At this juncture, the Consortium would like to enhance affordable housing throughout all the communities within the Consortium as well as build capacity of some of our nonprofit service providers to enhance that affordable housing continuum. While Council has previous authorized and delegated authority for such a program as the Neighborhood Stabilization Program to purchase and sell residential property, there has never been authorization for staff to engage in these activities in the context of the Consortium; and

WHEREAS, staff is seeking to affirm the previous authorization and delegated authority to engage in these housing acquisition activities serving as the lead agency of the Consortium.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby affirm the authorization of the City of Turlock acting as the lead agency of the Turlock/Stanslaus County Home Consortium to use reallocated HOME funds to further affordable housing opportunities through the purchase, resale or granting of residential real property to eligible organizations and households and authorizes the City Manager to sign all necessary documents.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of March, 2019, 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 -

“Request to Appoint a Contract City Attorney and Appropriate Funds for Contract Attorney and Interim City Attorney Services”

The documents for this agenda item will be provided under separate cover.