

City Council Meeting Agenda



JANUARY 25, 2022

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

**NOTICE: CITY HALL HAS BEEN CLOSED TO THE PUBLIC DUE TO AN
OUTBREAK OF THE COVID VIRUS.**

**TO AVOID SPREAD OF THE COVID VIRUS, THIS CITY COUNCIL MEETING WILL BE HELD IN
ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(e) AND OTHER PROVISIONS OF
THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AS
WELL AS OTHER RELEVANT LAWS SUCH AS THE FEDERAL AMERICANS WITH
DISABILITIES ACT.**

THIS MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC.

**TO PARTICIPATE IN OR WATCH THIS MEETING, YOU MUST DO SO USING ONE OF THE
FOLLOWING METHODS:**

TO JOIN ON YOUR COMPUTER OR SMART PHONE/TABLET:

CLICK ON THIS MEETING LINK: <https://us02web.zoom.us/j/84924629186>

OR

**GO TO THE ZOOM WEBSITE: <https://zoom.us/join> AND ENTER
WEBINAR ID NUMBER: 849 2462 9186**

**TO JOIN BY TELEPHONE*: DIAL 669-900-6833 AND ENTER
WEBINAR ID NUMBER: 849 2462 9186**

****participant's phone number will be public****

**PLEASE NOTE THAT DUE TO TECHNICAL UPGRADES THAT ARE NOT COMPLETE, THIS
MEETING WILL NOT BE BROADCAST ON SPECTRUM CHANNEL 2.**

Mayor
Amy Bublak

Council Members

Nicole Larson
Andrew Nosrati

Rebecka Monez
Pam Franco
Vice Mayor

Interim City Manager
Sarah Tamey Eddy
Interim City Clerk
Kellie E. Weaver
City Attorney
George A. Petrulakis

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

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

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

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the City Council on any item appearing on the agenda, including Consent Calendar and Public Hearing items, before or during the City Council's consideration of the item. Members of the public will be allowed five (5) minutes for comments.

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.

0.
 - A. **CALL TO ORDER**
 - B. **SALUTE TO THE FLAG**
 - C. **ROLL CALL**
 - D. **DECLARATION OF CONFLICTS**

1. **CLOSED SESSION:**

The Closed Session item(s) for this meeting have been agendized and will be heard toward the latter part of the meeting.

2. **APPROVAL OF AGENDA AS POSTED OR AMENDED**

This is the time for the City Council to remove items from the agenda or to change the order of the agenda. Matters may be taken up out of order of the established agenda by a four-fifths vote of the City Council.

3. **PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS, PRESENTATIONS, AND BRIEFINGS: None**

4. **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.

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

6. 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. Motion: Accepting Minutes of the Regular Meeting of January 11, 2022; Minutes of the Special City Council Meeting of January 13, 2022
- B. Resolution: Re-appropriating \$170,000 to account number 413-51-539.51027_001 "Capital Clarifier #5 & MC Upgrade" from Fund 413 unallocated reserves to complete funding for City Project No. 15-39C "Turlock Regional Water Quality Control Facility Secondary Clarifier No. 5 and Denitrification"
Motion: Approving Contract Change Order No. 7 (Final) in the amount of \$36,977.08 (Non-General Fund - Fund 413) with CW Roen Construction of Danville, California for City Project No. 15-39C "Turlock Regional Water Quality Control Facility Secondary Clarifier No. 5 and Denitrification" (upgrade and expansion of the wastewater treatment plant) bringing the contract total to \$19,703,163.29
Motion: Accepting Improvements and authorizing the City Engineer to file a Notice of Completion for City Project No. 15-39C "Turlock Regional Water Quality Control Facility Secondary Clarifier No. 5 and Denitrification"
- C. Motion: Approving Contract Change Order No. 2 in the amount of \$81,126.01 (Fund 420) with Clark Bros., Inc., of Fresno, California, for City Project No. 20-027 "City Wide Chlorination" bringing the contract total to \$4,374,881.51
- D. Motion: Awarding a Retainer Agreement with GHD, Inc. of San Luis Obispo, California, for City Project No. 21-030 "RFQ for Traffic Engineering Services" in an amount not to exceed \$150,000 annually or \$600,000 in total
- E. Resolution: Authorizing the submittal of applications for payment programs and related authorizations and authorizing the City Manager or his/her designee to sign any and all necessary documents
- F. Motion: Authorizing Interim City Manager to execute service agreement with Townsend Public Affairs for government relations and advocacy services
- G. Resolution: Approving the updates to the job descriptions for Executive Assistant to the City Manager/City Clerk and Executive Assistant to the City Manager/City Clerk Trainee; and an amendment to the Salary Schedule of the existing Confidential Schedule of Benefits and Policies adopted by Resolution No. 2021-228 dated November 9, 2021, to include all approved Confidential Salaries
- H. Resolution: Reaffirming the Director of Emergency Services Proclamation of Existence of a Local Emergency in response to COVID-19

7. **FINAL READINGS:** None

8. **PUBLIC HEARINGS:** None

9. ACTION ITEMS:

- A. Request to approve Amendment No. 1 to the Agreement between the City of Turlock and Michael Baker International, Inc. (Walnut Creek, California office) for Professional Services (City Contract No. 2022-45) in the amount of \$1,408,105.35 (Fund 118 "Measure A") for City Project No. 22-001 "Design of Projects for 2022 Construction for Roads Program" in a form approved by the City Attorney AND approve a 10% contingency in the amount of \$140,000 for potential unanticipated changes in the scope of services AND authorize staff to proceed with advertising, for construction, City Project No. 22-001 "Design of Projects for 2022 Construction for Roads Program" upon completion of bid documents AND appropriate \$1,548,106 to account number 118-10-115-800.43366_001 Roads Program "Design MBI" to be funded from Fund 118 "Measure A" unassigned reserves to provide the necessary funding for City Project No. 22-001 "Design of Projects for 2022 Construction for Roads Program". (Quintero)

Recommended Action:

Motion: Approving Amendment No. 1 to the Agreement between the City of Turlock and Michael Baker International, Inc. (Walnut Creek, California office) for Professional Services (City Contract No. 2022-45) in the amount of \$1,408,105.35 (Fund 118 "Measure A") for City Project No. 22-001 "Design of Projects for 2022 Construction for Roads Program" in a form approved by the City Attorney AND approving a 10% contingency in the amount of \$140,000 for potential unanticipated changes in the scope of services

Motion: Authorizing staff to proceed with advertising, for construction, City Project No. 22-001 "Design of Projects for 2022 Construction for Roads Program" upon completion of bid documents

Resolution: Appropriating \$1,548,106 to account number 118-10-115-800.43366_001 Roads Program "Design MBI" to be funded from Fund 118 "Measure A" unassigned reserves to provide the necessary funding for City Project No. 22-001 "Design of Projects for 2022 Construction for Roads Program"

- B. Request to approve Amendment No. 2 with Carollo Engineers of Walnut Creek, California, in the amount of \$799,475 (Fund 410), bringing the contract total to \$1,767,849, for design, engineering services during construction, construction management services, and SCADA programming and integration services for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF" AND appropriate \$1,247,000 to account number 410-51-534.51342, "Chemical Equipment Replacement" to be funded from Fund 410 – Water Quality Control (WQC) unallocated reserves for engineering, construction management, and SCADA programming services by Carollo Engineers for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF"

OR

Request to approve Amendment No. 2 with Carollo Engineers of Walnut Creek, California, in the amount of \$145,843 (Fund 410), bringing the contract total to \$1,114,247, for design, engineering services during construction, construction management services, and SCADA programming and integration services for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF" AND appropriate \$593,000 to account number 410-51-534.51342, "Chemical Equipment Replacement" to be funded from Fund 410 – Water Quality Control (WQC) unallocated reserves for engineering, construction management, and SCADA programming services by Carollo Engineers for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF" (*Madden*)

Recommended Action:

Option 1:

Motion: Approving Amendment No. 2 with Carollo Engineers of Walnut Creek, California, in the amount of \$799,475 (Fund 410), bringing the contract total to \$1,767,849, for design, engineering services during construction, construction management services, and SCADA programming and integration services for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF"

Resolution: Appropriating \$1,247,000 to account number 410-51-534.51342, "Chemical Equipment Replacement" to be funded from Fund 410 – Water Quality Control (WQC) unallocated reserves for engineering, construction management, and SCADA programming services by Carollo Engineers for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF"

OR

Option 2:

Motion: Approving Amendment No. 2 with Carollo Engineers of Walnut Creek, California, in the amount of \$145,843 (Fund 410), bringing the contract total to \$1,114,247, for design, engineering services during construction, construction management services, and SCADA programming and integration services for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF"

Resolution: Appropriating \$593,000 to account number 410-51-534.51342, "Chemical Equipment Replacement" to be funded from Fund 410 – Water Quality Control (WQC) unallocated reserves for engineering, construction management, and SCADA programming services by Carollo Engineers for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF"

- C. Request to authorize Interim City Manager to execute an agreement in a form approved by the City Attorney, with the City of Modesto to provide fire administrative support services by a regional fire administration team by providing staff to fill the role and responsibilities of Fire Chief for the City of Turlock AND appropriate \$126,554.28 to account number 110-10-109.43060_000 "Contract Services General" from "Unrestricted General Fund Reserve" to fund fire administrative services with the City of Modesto. (*Botto*)

Recommended Action:

Motion: Authorize Interim City Manager to execute an agreement in a form approved by the City Attorney, with the City of Modesto to provide fire administrative support services by a regional fire administration team by providing staff to fill the role and responsibilities of Fire Chief for the City of Turlock.

Resolution: Appropriating \$126,554.28 to account number 110-10-109.43060_000 "Contract Services General" from "Unrestricted General Fund Reserve" to fund fire administrative services with the City of Modesto

- D. Request to reassign the lead entity of the City of Turlock/Stanslaus County HOME Consortium to Stanislaus County and have Turlock remain as a member City OR disband the City of Turlock/Stanslaus HOME Consortium OR apply as a single Participating Jurisdiction OR Turlock continue as the Lead Entity for the City of Turlock/Stanslaus HOME Consortium. (*Ramos*)

Recommended Action:

Option #1:

Motion: Reassigning the lead entity of the City of Turlock/Stanislaus County HOME Consortium to Stanislaus County and have Turlock remain as a member City

OR

Option #2:

Motion: Disbanding the City of Turlock/Stanislaus HOME Consortium

OR

Option #3:

Motion: Applying as a single Participating Jurisdiction

OR

Option #4:

Motion: Turlock continuing as the Lead Entity for the City of Turlock/Stanislaus HOME Consortium

- E. Request to authorize Interim City Manager to execute an agreement with Opportunity Stanislaus to develop and manage Business Development and Assistance Program AND approve a Service Agreement between the City of Turlock and Opportunity Stanislaus for the Business Development and Assistance Program and appropriating \$481,338 from Fund 119 [American Rescue Plan Act (ARPA)] Unassigned Reserves to Expense Account Number 119-10-118.43060_047 "Contract Services Business Dev. And Assist Program". (*Moreno*)

Recommended Action:

Motion: Authorizing Interim City Manager to execute an agreement with Opportunity Stanislaus to develop and manage Business Development and Assistance Program

Resolution: Approving a Service Agreement between the City of Turlock and Opportunity Stanislaus for the Business Development and Assistance Program and appropriating \$481,338 from Fund 119 [American Rescue Plan Act (ARPA)] Unassigned Reserves to Expense Account Number 119-10-118.43060_047 "Contract Services Business Dev. And Assist Program"

10. CITY MANAGER REPORTS/UPDATES

City Manager reports/updates are provided for informational purposes only and no action or discussion may be undertaken. The City Manager may direct department heads to provide reports/updates at the City Manager's request.

-
- A. Municipal Services Department (*Madden*)
 - 1. Monthly Department Update
 - B. Fire Department (*Botto*)
 - 1. Public Safety Briefing
 - C. Police Department (*Hampton*)
 - 1. Public Safety Briefing
 - D. City Manager (*Eddy*)
 - 1. Administration Update

11. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Requests for Council items for future consideration will be scheduled in accordance with the City of Turlock Elected and Appointed Officials' Handbook (Resolution No. 2019-094), unless otherwise specified by the Mayor or a majority of the Council.

12. AD HOC COMMITTEE REPORTS: None

13. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS

Councilmembers may ask questions, provide comments, and make brief announcements on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

14. CLOSED SESSION:

- A. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2)
"For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency."
Potential Case(s): (1 case)
- B. Public Employee Appointment, Cal. Gov't Code §54957(b)(1)
Title: City Manager
- C. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."
Agency Negotiator: Mayor Amy Bublak
Unrepresented Employee(s): City Manager

15. REPORTS FROM CLOSED SESSION

16. ADJOURNMENT

JANUARY 11, 2022
 6:00 p.m.
 City of Turlock Yosemite Room
 156 S. Broadway, Turlock, California

DRAFT MINUTES
Regular Meeting
Turlock City Council

A. **CALL TO ORDER** - Mayor Bublak called the meeting to order at 6:00 p.m.

B. **SALUTE TO THE FLAG**

C. **ROLL CALL:**

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

PRESENT: Councilmembers Nicole Larson, Andrew Nosrati, Pam Franco, Rebecka Monez and Mayor Amy Bublak

ABSENT: None

D. **DECLARATION OF CONFLICTS:** None

1. **CLOSED SESSION:**

The Closed Session item(s) for this meeting have been agendized and will be heard toward the latter part of the meeting.

2. **APPROVAL OF AGENDA AS POSTED OR AMENDED**

This is the time for the City Council to remove items from the agenda or to change the order of the agenda. Matters may be taken up out of order of the established agenda by a four-fifths vote of the City Council.

Mayor Bublak announced that Item 3A would be removed for future presentation.

Mayor Bublak requested Action Item 9A be heard prior to the Consent Calendar.

Action: Motion by Councilmember Monez, seconded by Councilmember Franco, approving the amended agenda. Motion carried 5/0 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

3. **PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS, PRESENTATIONS, AND BRIEFINGS:**

A. Presentation: Self-Help Enterprises

Mayor Bublak announced that the Self-Help Enterprises presentation would be removed and agendized for a future meeting.

B. Appointment: Planning Commission

Mayor Bublak recommended Matthew Davis be reappointed and Mark Reese be appointed to fill vacancies on the Planning Commission for terms to expire on December 31, 2025.

Action: Motion by Councilmember Monez, seconded by Councilmember Franco, reappointing Matthew Davis and appointing Mark Reese to fill vacancies on the Planning Commission for terms to expire on December 31, 2025. Motion carried 5/0 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

C. Appointment: Parks, Arts, and Recreation Commission

Mayor Bublak recommended Keristofer Seryani be reappointed and Barbara Jensen be appointed to fill vacancies on the Parks, Arts, and Recreation Commission for terms to expire on December 31, 2024.

Action: Motion by Councilmember Franco, seconded by Councilmember Monez, reappointing Keristofer Seryani and appointing Barbara Jensen to fill vacancies on the Parks, Arts, and Recreation Commission for terms to expire on December 31, 2024. Motion carried 5/0 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

D. Appointment: CDBG Grant Selection Committee

Mayor Bublak recommended that Abe Rojas, Allison Jeffery, Beverly Spielman, Kim Castro, and Dan Navarra be appointed to the CDBG Grant selection Committee for terms to expire on December 31, 2022.

Action: Motion by Councilmember Monez, seconded by Councilmember Franco, appointing Abe Rojas, Allison Jeffery, Beverly Spielman, Kim Castro, and Dan Navarra to the CDBG Grant selection Committee for terms to expire on December 31, 2022. Motion carried 5/0 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

4. PUBLIC PARTICIPATION

Interim City Clerk Kellie Weaver announced that members of the public will be given the opportunity to address Council on items that are within the subject matter jurisdiction of the City Council and on any item on tonight's agenda. For items listed on the agenda, we ask that you please defer your comments

*until that item is heard by the Council. For those who are interested in addressing the Council, please press the “raise hand” feature on your screen or press *9 from your telephone keypad once the Mayor opens public comment and before she closes public comment. When the Deputy City Clerk announces your telephone number, you must then press *6 to unmute yourself.*

Members of the public will be allotted five (5) minutes for comments and will be taken in the order of which requests are received. When it is a member’s turn to speak, they will hear an automated prompt indicating their line has been unmuted – and that is when the five (5) minutes will begin.

Lastly, we request members who choose to address the Council to please state their first and last name in the event any follow up is needed; however, this is not mandatory.

The following members of the public spoke:

- Milt Trieweler
- Theresa Stout
- Vintage Drive speaker
- Ramon Rodriguez
- Cathryn Doo
- Ronald Bridegroom

5. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA, EXCEPT BY TITLE

Action: Motion by Councilmember Monez, seconded by Councilmember Franco, waiving reading of all ordinances on the agenda, except by title. Motion carried 5/0 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

Action Item 9A was considered out of order prior to the Consent Calendar.

- 9A. Finance Director Isaac Moreno presented the staff report on the request to authorize City Manager to execute service agreement with Performance on Purpose, LLC for City Mental Wellbeing Program by performing training and coaching AND approving a Service Agreement between the City of Turlock and Performance on Purpose, LLC for Mental Wellbeing Program and appropriating \$417,994 from Fund 118 [Measure A] Unassigned Reserve to Expense Account Number 118-10-115.43060_046 “Measure A, Administration, Measure A – Contract Services Mental Wellbeing.”

Performance on Purpose, LLC representatives, Lauren Hodges, Summer Mattice, and “Phil” provided information on the multi-faceted Mental Wellbeing Program.

Council and staff discussion included the voluntary nature of the training and assistance, mental wellbeing aspect of COVID and identification of associated illnesses, success metrics, marketing to employees, and program confidentiality regulations and assurances.

Mayor Bublak opened public comment.

The following members of the public spoke:

Lori
 Ronald Bridegroom
 Robert Puffer
 Ramon Rodriguez
 Vintage Drive speaker (Jake)
 Lori Jenkins (*Mayor Bublak reopened public comment for Ms. Jenkins due to the fact she was previously not able to connect via Zoom*).

Mayor Bublak closed public comment.

Additional Council and staff discussion included the RFP process, the benefits to employees reaching to the community, funding options, timeliness of the contract, and development of priorities for use of ARPA funding.

Action: *Motion:* Tabling authorization for the Interim City Manager to execute service agreement with Performance on Purpose, LLC for City Mental Wellbeing Program by performing training and coaching to such time that all executive leadership positions are filled. Motion failed 2/3 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	No	No	No

Motion: Motion by Mayor Bublak, seconded by Councilmember Nosrati, authorizing the Interim City Manager to move forward with the execution of the service agreement with Performance on Purpose, LLC for City Mental Wellbeing Program by performing training and coaching, to be funded with Measure A funding, with the caveat that contact will be made with Performance on Purpose, LLC by the new City Manager after appointment. Motion carried 4/1 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	No	Yes	Yes

Resolution No. 2022-001: Approving a Service Agreement between the City of Turlock and Performance on Purpose, LLC for Mental Wellbeing Program and appropriating \$417,994 from Fund 118 [Measure A] Unassigned Reserve to Expense Account Number 118-10-115.43060_046 “Measure A, Administration, Measure A – Contract Services Mental Wellbeing” introduced by Mayor Bublak, seconded by Councilmember Nosrati, and carried 4/1 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	No	Yes	Yes

6. CONSENT CALENDAR:

Mayor Bublak noted a green sheet to Consent Calendar Item 6F.

Action: Motion by Councilmember Monez, seconded by Councilmember Franco, adopting the consent calendar. Motion carried 5/0 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

- A. **Resolution No. 2022-002:** Accepting Monthly Demands of 9/30/21 in the amount of \$16,648,081.89; Weekly Demands of 12/2/21 in the amount of \$1,015,711.73; Weekly Demands of 12/9/21 in the amount of \$455,489.66; Weekly Demands of 12/16/21 in the amount of \$1,296,648.79; Weekly Demands of 12/23/21 in the amount of \$1,522,703.39
- B. **Motion:** Accepting Minutes of the Regular Meeting of December 14, 2021
- C. **Motion:** Approving of Contract Change Order No. 1 (Final) in the decreased amount of \$6,679 (Non-General Fund – Fund 215) for City Project No. 18-53 “Intersection Improvements at Tully Rd and Tuolumne Rd” bringing the contract total to \$467,801
Motion: Accepting improvements for City Project No. 18-54 “Intersection Improvements at Tully Rd and Tuolumne Rd” and authorizing the Acting City Engineer to file a Notice of Completion
- D. **Motion:** Approving Amendment No. 1 to the Agreement between the City of Turlock and Provost & Pritchard Engineering Group for Design Services of the Drinking Water Chlorination Project to include an additional scope of work for continuation of construction administration and construction management, and increasing the compensation by \$195,000, for a total not-to-exceed amount of \$836,300
- E. **Resolution No. 2022-003:** Approving the Tentative Agreement updating the Memorandum of Understanding (“MOU”) between the City of Turlock and Turlock Management Association – Public Safety covering the period of July 1, 2021 through June 30, 2022
- F. **Resolution No. 2022-004:** Approving a salary range adjustment for the job classification of Executive Administrative Assistant/Municipal Services from Confidential salary range 27.4 to range 29.2, effective January 11, 2022
Motion: Approving update of the job description for Executive Administrative Assistant/Municipal Services
- G. **Resolution No. 2022-005:** Reinstating the Executive Assistant to the City Manager/City Clerk position at salary range 35.1 and approving modifications to the job description, effective January 11, 2022
Resolution No. 2022-006: Approving an amendment to the salary schedule of the existing management schedule of benefits and policies adopted by Resolution No. 2021-131 dated July 13, 2021 to include all approved management salaries

- H. **Resolution No. 2022-007**: Reaffirming the Director of Emergency Services Proclamation of Existence of a Local Emergency in response to COVID-19

7. FINAL READINGS:

- A. Deputy Development Services Director/Planning Manager Katie Quintero presented the final reading to amend the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2021-01 Planned Development 280 (Balisha Ranch)] and presented information on the revised Resolution Establishing Conditions of Approval for Planned Development 280 (Balisha Ranch).

Mayor Bublak opened public comment.

The following members of the public spoke:

George Jenkins
 Lori
 Cheryl Kelly
 Ramon Rodriguez

Mayor Bublak closed the public hearing.

Additional Council and staff discussion included setting precedent for public opinion and not following Ordinance, future state mandates calling for higher density areas, costs associated with additional changes, potential for policy setting priority for pedestrians and bicycles, creation of more livable and sustainable communities, development of undeveloped lots centered within City limits, and deviations of lot size, and direction to implement traffic controls on the project.

Action: **Ordinance No. 1287-CS**: Motion by Councilmember Franco, seconded by Councilmember Monez, amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2021-01 Planned Development 280 (Balisha Ranch)]. Motion carried 3/2 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
No	No	Yes	Yes	Yes

Action: **Resolution No. 2022-008**: Motion by Councilmember Franco, seconded by Councilmember Monez, Establishing Conditions of Approval for Planned Development 280 (Balisha Ranch). Motion carried 3/2 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
No	No	Yes	Yes	Yes

- B. Request to repeal Turlock Municipal Code Title 6, Chapter 3, regarding Garbage, Rubbish, and Organic Refuse in its entirety, and add a new Title 6, Chapter 3, regarding Garbage, Recyclable Materials, and Organic Waste to incorporate changes related to upcoming SB 1383 state mandated requirements.

Action: **Ordinance No. 1288-CS**: Motion by Councilmember Franco, seconded by Councilmember Larson, Repealing Turlock Municipal Code Title 6, Chapter 3, regarding Garbage, Rubbish, and Organic Refuse in its entirety, and adding a new Title 6, Chapter 3, regarding Garbage, Recyclable Materials, and Organic Waste to incorporate changes related to upcoming SB 1383 state mandated requirements. Motion carried 5/0 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

8. PUBLIC HEARINGS:

- A. Deputy Development Services Director/Planning Manager Katie Quintero presented the request to deny the appeal and affirm the Planning Commission decision Denying Variance 2021-01 (Perfect Union) at 2500 N. Golden State Boulevard.

Council and staff discussion included various signage on Golden State Boulevard.

Mayor Bublak opened the public hearing.

The following members of the public spoke:

Caity Maple
 Robert Puffer
 Ronald Bridegroom
 Ramon Rodriguez

Mayor Bublak closed the public hearing.

Council discussion included variance purpose and process, supporting staff and Planning Commission decisions

Action: **Resolution No. 2022-009**: Motion by Councilmember Monez, seconded by Councilmember Franco, Denying the appeal and affirming the Planning Commission decision Denying Variance 2021-01 (Perfect Union) at 2500 N. Golden State Boulevard. Motion carried 3/2 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
No	No	Yes	Yes	Yes

9. ACTION ITEMS:

Action Item 9A was heard out of order prior to the Consent Calendar.

- B. Interim City Manager Sarah Tamey Eddy presented the staff report on the request to accept and consent to the Interim City Manager’s appointment of Jason Hedden to the position of Chief of Police for the City of Turlock Police Department, effective February 16, 2022, and approving an Employment Agreement.

Mayor Bublak opened public comment.

The following members of the public spoke:

Robert Puffer

Ronald Bridegroom

Mayor Bublak closed public comment.

Staff responded to public comment.

Council discussion included the integrity of the process to select the most qualified candidate, the desire that a City Manager would have been in place prior to the appointment of the Police Chief, and that three separate panels unanimously voted for him.

Action: **Resolution No. 2022-010:** Motion by Councilmember Monez, seconded by Councilmember Franco, accepting and consenting to the Interim City Manager’s appointment of Jason Hedden to the position of Chief of Police for the City of Turlock Police Department, effective February 16, 2022, and approving an Employment Agreement. Motion carried 5/0 by the following vote:

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

10. CITY MANAGER REPORTS/UPDATES

City Manager reports/updates are provided for informational purposes only and no action or discussion may be undertaken. The City Manager may direct department heads to provide reports/updates at the City Manager’s request.

- A. City Manager
 - 1. Administration

A written City Manager update was provided in the agenda packet related to the National Opioid Settlement, Fire Services, and City Clerk status.

In addition, Interim City Manager Sarah Tamey Eddy spoke regarding the status of the RAD Card. She also provided a City COVID update related to masking, City office closures, Council Meeting procedures, monitoring, and extended response times related to public inquiry.

11. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Requests for Council items for future consideration will be scheduled in accordance with the City of Turlock Elected and Appointed Officials' Handbook (Resolution No. 2019-094), unless otherwise specified by the Mayor or a majority of the Council.

Councilmember Larson requested consideration of a COVID presentation by new Emanuel Medical Center CEO, Dr. Nadu.

12. AD HOC COMMITTEE REPORTS: None

13. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS

Councilmembers may ask questions, provide comments, and make brief announcements on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

Councilmember Nosrati noted his desire to increase the level of public engagement through offsite meetings.

Councilmember Franco thanked Councilmember Monez and Supervisor Vito Chiesa for their efforts on getting additional covid tests, wished all a Happy New Year, and thanked City staff for standing in harm's way for fellow staff members and the community.

Councilmember Monez thanked Interim Fire Chief Botto and Supervisor Vito Chiesa for their efforts related to COVID and getting additional tests, noted the contagious nature of the Omicron variant, and praised employee efforts.

Mayor Bublak offered to meet individually with each Councilmember within their district to conduct impromptu informational meetings with their constituents.

Mayor Bublak adjourned to the Successor Agency Meeting at 9:38 p.m.

Mayor Bublak reconvened the Regular City Council Meeting at 9:42 p.m.

14. CLOSED SESSION:

Interim City Clerk Kellie Weaver introduced the Closed Session Items.

A. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2)

“For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.”

Potential Case(s): (2 cases)

B. Liability Claims, Cal. Gov't Code §54956.95

“For the purposes of [Section 54956.9], ‘existing facts and circumstances’ shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5.”

Claimant: Miguel Garcia
Agency Claimed Against: City of Turlock

C. Liability Claims, Cal. Gov't Code §54956.95

"For the purposes of [Section 54956.9], 'existing facts and circumstances' shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5."

Claimant: Jammu Petro Food Inc, RJ Singh
Agency Claimed Against: City of Turlock

D. Liability Claims, Cal. Gov't Code §54956.95

"For the purposes of [Section 54956.9], 'existing facts and circumstances' shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5."

Claimant: Jammu Petro Food Inc, RJ Singh
Agency Claimed Against: City of Turlock

15. REPORTS FROM CLOSED SESSION

Mayor Bublak indicated Closed Session Item 14B was denied. There was no other reportable action.

16. ADJOURNMENT

Mayor Bublak adjourned the special meeting at 10:02 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Kellie E. Weaver, Interim City Clerk

-
0. **A. CALL TO ORDER** – Mayor Bublak called the meeting to order at 2:00 p.m.
- B. SALUTE TO THE FLAG**
- C. ROLL CALL:**

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

PRESENT: Councilmembers Nicole Larson, Andrew Nosrati, Pam Franco, Rebecka Monez, and Mayor Amy Bublak

ABSENT: None

1. **PUBLIC PARTICIPATION:**

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

2. **CLOSED SESSION:**

Deputy City Clerk Lisa Schimmelfennig introduced the Closed Session Items.

- A. *Public Employee Appointment*, Cal. Gov't Code §54957(b)(1)
 "*Subject to paragraph (2), this chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session.*"
 Title: City Manager

3. **REPORTS FROM CLOSED SESSION:**

Mayor Bublak announced that there was no reportable action taken.

ADJOURNMENT:

Mayor Bublak adjourned the special meeting at 4:50 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Lisa Schimmelfennig, Deputy City Clerk

City Council Staff Report

January 25, 2022



From: Katie Quintero
Deputy Director of Development Services / Planning Manager

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

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Re-appropriating \$170,000 to account number 413-51-539.51027_001 "Capital Clarifier #5 & MC Upgrade" from Fund 413 unallocated reserves to complete funding for City Project No. 15-39C "Turlock Regional Water Quality Control Facility Secondary Clarifier No. 5 and Denitrification"

Motion: Approving Contract Change Order No. 7 (Final) in the amount of \$36,977.08 (Non-General Fund - Fund 413) with CW Roen Construction of Danville, California for City Project No. 15-39C "Turlock Regional Water Quality Control Facility Secondary Clarifier No. 5 and Denitrification" (upgrade and expansion of the wastewater treatment plant) bringing the contract total to \$19,703,163.29

Motion: Accepting Improvements and authorizing the City Engineer to file a Notice of Completion for City Project No. 15-39C "Turlock Regional Water Quality Control Facility Secondary Clarifier No. 5 and Denitrification"

2. SYNOPSIS:

These actions will re-appropriate unspent funds from the previous fiscal year, approve Contract Change Order No. 7 (Final), and authorize the City Engineer to file a Notice of Completion for City Project No. 15-39C "Turlock Regional Water Quality Control Facility Secondary Clarifier No. 5 and Denitrification"

3. DISCUSSION OF ISSUE:

On July 25, 2017, the City of Turlock approved an agreement with CW Roen Construction of Danville, California, in the amount of \$18,068,000. The project was substantially complete in February of 2020. The improvements have allowed the City to meet its NPDES permit requirements for denitrification and has expanded its

ability to provide secondary treatment of wastewater with the construction of Clarifier No. 5.

The project has now achieved final completion. The delay between substantial completion and final completion was due to additional work that was added to the project scope as part of the global settlement formalized in Contract Change Order No. 4. Change Order No. 4 added a redundant degritter to the wastewater treatment plant at a heavily discounted cost of \$25,000, in lieu of the estimated construction cost of \$385,400, in lieu of the City enforcing delay damages of the contract due to contractor not achieving substantial completion before the prescribed due date. Upon approval of Change Order No. 4, the contractor procured equipment for the degritter installation, which had a significantly long lead time. Additionally, the contractor encountered changes in conditions as described in the original design plans. The degritter has now been commissioned and is in operation.

Contract Change Order No. 7 (Final) consists of several extra work items related to the degritter installation referenced in the paragraph above that total \$36,997.08. This cost was calculated and confirmed by the on-site construction manager, Carollo Engineers, who verified that the time and materials were commensurate with the actual effort for out-of-scope work. A description of the extra work items is provided below.

- PCO 051 - Modify Degritter #3 Installation - \$36,997.08
 - Relocation of Degritter No. 3 adjacent to new Degritter No. 4. This was done so that the new degritter would be installed properly and to square up new piping and reduce the number of fittings required due to the existing degritter not being installed per the original plans. The extra work included cutting the existing equipment anchors, removing the discharge chute, removing part of the concrete deck, repairing all demolition areas, then reinstalling the equipment anchors, discharge chute, and piping.
 - Piping adjustments to account for existing piping not shown on the project plans.
 - Remove reinforced concrete not shown on plans to accommodate repair of drain lines.
 - Standby time during plant shutdown that affected the critical path of the work.
 - Backfill around the shallow drain lines with controlled low strength material in lieu of aggregate base, as required by the engineer, but not shown on the plans.
 - Re-route of a drain line tie-in point from an existing drain pipe to a concrete drain vault. The original tie-in point was found to not be suitable due to corrosion of the materials.

Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$ 18,068,000.00	July 25, 2017
Change Order No. 1	\$ 750,168.73	January 8, 2019
Change Order No. 2	\$ 306,877.02	April 23, 2019
Change Order No. 3	\$ 254,354.43	June 11, 2019
Change Order No. 4	\$ 25,000.00	March 24, 2020
Change Order No. 5	\$ 208,044.50	March 24, 2020
Change Order No. 6	\$ 53,741.53	September 8, 2020
Change Order No. 7 (Final)	\$ 36,977.08	January 25, 2022
Adjusted Total Contract	\$ 19,703,163.29	

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. 7 (Final) includes various minor extra work items that are necessary for the proper function and operation of the new improvements provided under this contract.
- C. California Civil Code Section 9204 allows the City Council to authorize the City Engineer to sign the Notice of Completion.

5. FISCAL IMPACT / BUDGET AMENDMENT:

***NOTE No General Fund monies will be used for this project.**

The project account number is 413-51-539.51027_001 "Capital Clarifier #5 & MC Upgrade." There is currently a \$0 balance in the current Fiscal Year 2021-2022 budget, as it was anticipated that work would be completed in Fiscal Year 2020-2021. A budget amendment re-appropriating unspent funds is necessary to provide adequate funding for final project costs in Fiscal Year 2021-22 as follows:

Description	Amount
Amended Construction Contract Amount thru CCO No. 7 (Final) <i>--CW Roen Construction</i>	\$ 19,703,163.28
Less construction contract payments thru FY 2020-2021 <i>--CW Roen Construction</i>	\$ (19,605,188.43)
Amended Construction Management Contract thru Amendment No. 3 <i>--Carollo Engineers</i>	\$ 1,791,894.00
Less payments for Construction Management Contract thru FY 2020-21 <i>--Carollo Engineers</i>	\$ (1,728,941.45)
Estimated contract administration in FY 2021-2022 <i>--City Engineering</i>	\$ 8,000.00
Fiscal Year 2021-22 funding required (minimum)	\$ 168,927.40
Appropriation requested (rounded)	\$ 170,000.00

6. STAFF RECOMMENDATION:

Recommend Approval.

7. CITY MANAGER'S COMMENTS:

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

On February 28, 2017, the City Council found the 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. No further environmental determination is required at this time.

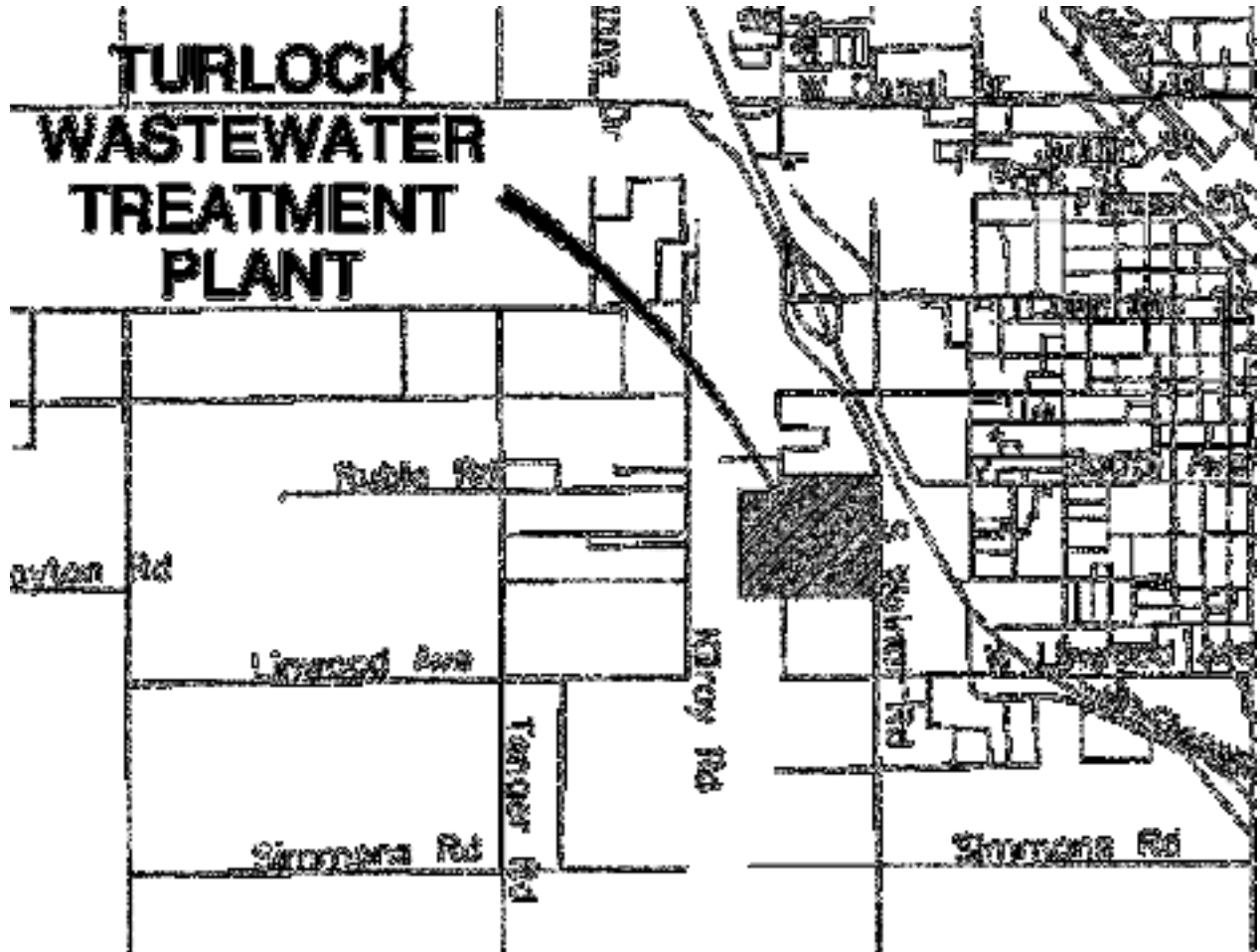
9. ALTERNATIVES:

A. Council could choose not to approve the resolution appropriating funds. Staff does not recommend this alternative as the appropriation is needed to complete funding of the project in Fiscal Year 2021-2022.

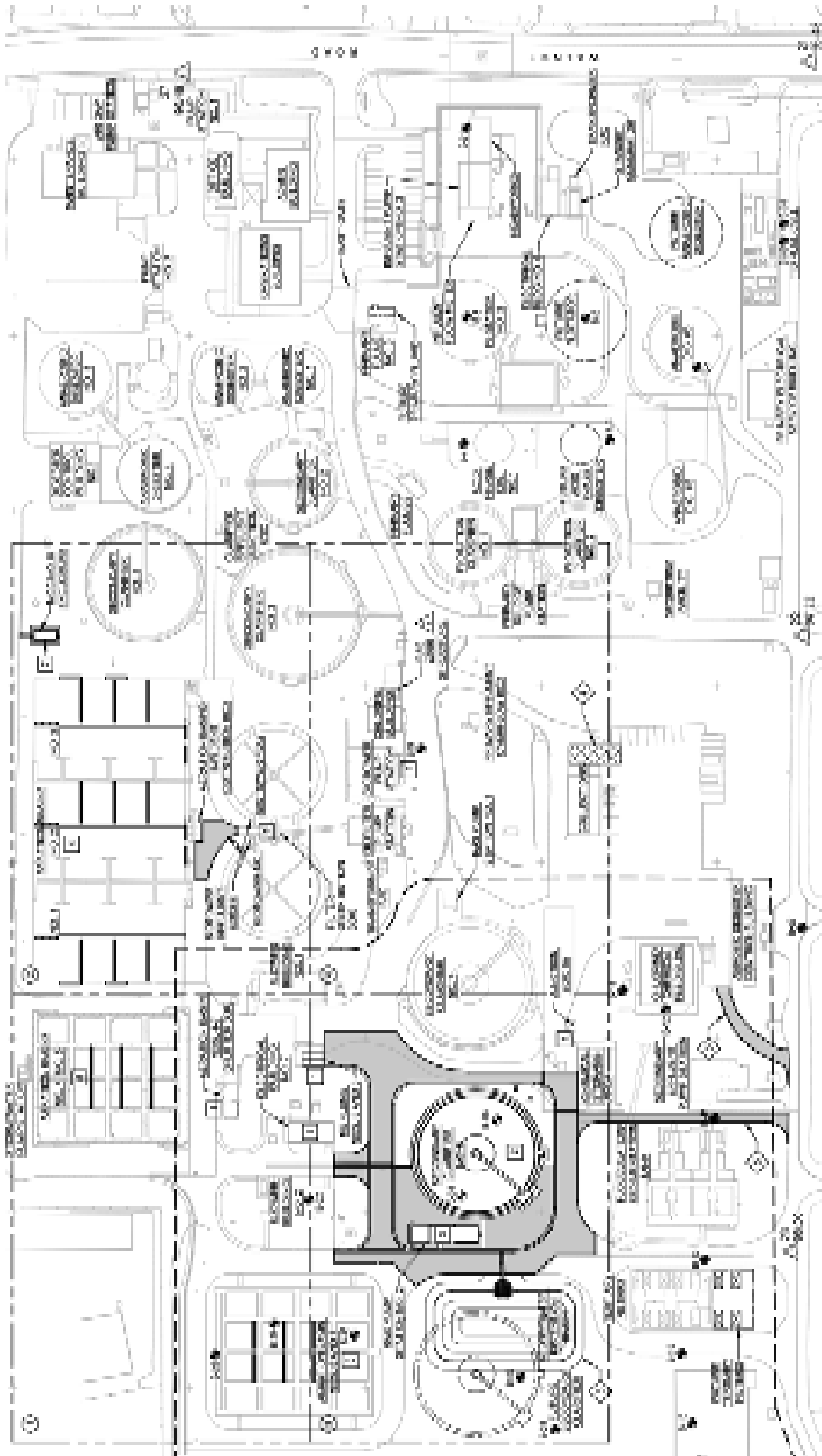
- B. Council could choose not to approve Contract Change Orders No. 7 (Final). Staff does not recommend this alternative as additional work beyond the scope of work of the original plans were necessary for the installation of degritter no. 4.

- C. Council could deny authorizing the City Engineer to file the Notice of Completion. Staff does not recommend this alternative as all work has been completed in accordance with the project plans and specifications.

Project Vicinity Map



Project Location Map



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING	}	RESOLUTION NO. 2022-
\$170,000 TO ACCOUNT NUMBER	}	
413-51-539.51027_001 "CAPITAL CLARIFIER #5	}	
& MC UPGRADE" FROM FUND 413	}	
UNALLOCATED RESERVES TO COMPLETE	}	
FUNDING FOR CITY PROJECT NO. 15-39C	}	
"TURLOCK REGIONAL WATER QUALITY	}	
CONTROL FACILITY SECONDARY	}	
CLARIFIER NO. 5 AND DENITRIFICATION"	}	

WHEREAS, by separate action, Council is requested to approve Contract Change Order No. 7 (Final) in the amount of \$36,977.08 and authorizing the City Engineer to file a Notice of Completion for City Project No. 15-39C "Turlock Regional Water Quality Control Facility Secondary Clarifier No. 5 and Denitrification;" and

WHEREAS, sufficient funds were available in the past Fiscal Year 2020-2021 budget under project account number 413-51-539.51027_001 "Clarifier #5 & MC Upgrade," however there is currently a \$0 balance in the current fiscal year budget; and

WHEREAS, it is estimated that project expenses in Fiscal Year 2020-2021 will total \$168,947.40; and

WHEREAS, there is sufficient funding in Fund 413 unallocated reserves to provide the balance of funding needed for the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby re-appropriate \$170,000 to account number 413-51-539.51027_001 "Capital Clarifier #5 & MC Upgrade" from Fund 413 unallocated reserves to complete funding for City Project No. 15-39C "Turlock Regional Water Quality Control Facility Secondary Clarifier No. 5 and Denitrification."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of January, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



CONTRACT CHANGE ORDER

Date issued: January 25, 2022 **Change Order No.:** 7 (FINAL)
Project Name: Turlock Regional Water Quality Control Facility Secondary Clarifier No. 5 and Denitrification

C.W. Roen Construction Company
 40 Oak Court
 Danville, California 94526
 925-837-5501

Project No.: 15-39C
Original Contract Amount: \$18,068,000.00
Contract Award Date: July 25, 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:
7.1	PCO 051 - Modify Degritter #3 Installation	LS	1	\$ 36,977.08
				\$ 36,977.08
Actual Amount Paid to Contractor for Bid Items (See Attached)			\$ 18,068,000.00	
Contractor's Bid Amount for Bid Items			\$ 18,068,000.00	
Subtotal of Difference			\$ (0.00)	\$ (0.00)
			Total this CCO=	\$ 36,977.08
The original contract sum =				\$ 18,068,000.00
Net change by previous change orders =				\$ 1,598,186.21
The contract amount will be increased by the amount of =				\$ 36,977.08
The new contract sum including this change order will be =				\$ 19,703,163.28
No contract time adjustments are included in this change order				

Accepted: _____
 C.W. Roen Construction Company, Contractor

Date: _____

Recommended: _____
 Gary Taylor, P.E., Acting City Engineer

Date: _____

Approved: _____
 Sarah Tamey Eddy, Interim City Manager

Date: _____



FINAL QUANTITIES

Turlock Regional Water Quality Control Facility Secondary Clarifier No. 5 and Denitrification

City Project No.: 15-39C

<i>Item No.</i>	<i>Item Description</i>	<i>Unit of Measure</i>	<i>Unit Price</i>	<i>Final Actual Quantities</i>	<i>Final Actual Amount</i>	<i>Bid Quantities</i>	<i>Bid Amount</i>	<i>Total Difference</i>
1	General Requirements							
1-1	GC Bonds	LS	\$ 120,000.00	1.00	\$ 120,000.00	1.00	\$ 120,000.00	\$ -
1-2	Insurance; All Risk & Auto	LS	\$ 115,000.00	1.00	\$ 115,000.00	1.00	\$ 115,000.00	\$ -
1-3	Special Insurance: Pollution	LS	\$ 20,000.00	1.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ -
1-4	SWPPP	LS	\$ 30,000.00	1.00	\$ 30,000.00	1.00	\$ 30,000.00	\$ -
1-5	Install Field Office	LS	\$ 35,000.00	1.00	\$ 35,000.00	1.00	\$ 35,000.00	\$ -
1-6	Load, Transport, Unload Construction Tools and Storage	LS	\$ 70,000.00	1.00	\$ 70,000.00	1.00	\$ 70,000.00	\$ -
1-7	Load, Transport, Unload Heavy Equipment	LS	\$ 160,000.00	1.00	\$ 160,000.00	1.00	\$ 160,000.00	\$ -
1-8	Project Schedule, Schedule of Values, Submittal Schedule	LS	\$ 50,000.00	1.00	\$ 50,000.00	1.00	\$ 50,000.00	\$ -
1-9	Process Start-Up; Plan, Commissioning	LS	\$ 70,000.00	1.00	\$ 70,000.00	1.00	\$ 70,000.00	\$ -
1-10	Demobilization	LS	\$ 35,000.00	1.00	\$ 35,000.00	1.00	\$ 35,000.00	\$ -
1-11	Bid Item 1: Shoring	LS	\$ 50,000.00	1.00	\$ 50,000.00	1.00	\$ 50,000.00	\$ -
1-12	Bid Item 2: Geotech	LS	\$ 5,330.00	1.00	\$ 5,330.00	1.00	\$ 5,330.00	\$ -
1-13	Bid Item 4: Locate Unanticipated Underground Utilities	LS	\$ 25,000.00	1.00	\$ 25,000.00	1.00	\$ 25,000.00	\$ -
1-14	Bid Item 5: Disposal of Landfill Debris: 7,500 ton at \$55 per ton	LS	\$ 412,500.00	1.00	\$ 412,500.00	1.00	\$ 412,500.00	\$ -
2	Sitework							
2-1	Install Owner-Furnished Gate at Splitter Box	LS	\$ 6,815.00	1.00	\$ 6,815.00	1.00	\$ 6,815.00	\$ -
2-2	Excavate Debris @ Sec Clarifier (Stockpile)	LS	\$ 365,750.00	1.00	\$ 365,750.00	1.00	\$ 365,750.00	\$ -
2-3	Stormwater Basin Over-exc	LS	\$ 166,250.00	1.00	\$ 166,250.00	1.00	\$ 166,250.00	\$ -
2-4	Install Dewater Pumps & Discharge Pipe	LS	\$ 66,500.00	1.00	\$ 66,500.00	1.00	\$ 66,500.00	\$ -
2-5	Exc - Dewater Well MH Sht 02S03	LS	\$ 79,800.00	1.00	\$ 79,800.00	1.00	\$ 79,800.00	\$ -
2-6	Stormwater Basin - Backfill & Cut Slopes	LS	\$ 59,850.00	1.00	\$ 59,850.00	1.00	\$ 59,850.00	\$ -
2-7	Clear & Grub @ MCC-8	LS	\$ 6,650.00	1.00	\$ 6,650.00	1.00	\$ 6,650.00	\$ -
2-8	F, R, & P Slab @ MCC-8	LS	\$ 33,250.00	1.00	\$ 33,250.00	1.00	\$ 33,250.00	\$ -
2-9	Demo Stairs @ Biotower #1	LS	\$ 6,650.00	1.00	\$ 6,650.00	1.00	\$ 6,650.00	\$ -

2-10	F, R, &P Stairs @ Biotower #1	LS	\$ 13,300.00	1.00	\$ 13,300.00	1.00	\$ 13,300.00	\$ -
2-11	Rip Rap C Gutter	LS	\$ 19,950.00	1.00	\$ 19,950.00	1.00	\$ 19,950.00	\$ -
2-12	Site - Subgrade	LS	\$ 33,250.00	1.00	\$ 33,250.00	1.00	\$ 33,250.00	\$ -
2-13	Valley Gutter	LS	\$ 33,250.00	1.00	\$ 33,250.00	1.00	\$ 33,250.00	\$ -
2-14	Agg Base	LS	\$ 108,000.00	1.00	\$ 108,000.00	1.00	\$ 108,000.00	\$ -
2-15	A.C. Paving	LS	\$ 96,000.00	1.00	\$ 96,000.00	1.00	\$ 96,000.00	\$ -
2-16	3" Rock Surface	LS	\$ 24,000.00	1.00	\$ 24,000.00	1.00	\$ 24,000.00	\$ -
3	Yard Piping							
3-1	YP - 36" ML Pipe to future SC-6	LS	\$ 87,000.00	1.00	\$ 87,000.00	1.00	\$ 87,000.00	\$ -
3-2	YP - 36" ML Pipe to SC-5	LS	\$ 108,750.00	1.00	\$ 108,750.00	1.00	\$ 108,750.00	\$ -
3-3	YP - 36" SE SC-5 to Junct Box 1A	LS	\$ 116,000.00	1.00	\$ 116,000.00	1.00	\$ 116,000.00	\$ -
3-4	YP - 36" SE Connect @ Junct Box 1A	LS	\$ 21,750.00	1.00	\$ 21,750.00	1.00	\$ 21,750.00	\$ -
3-5	YP - 8" ML @AB 4-7 A.C. Demo	LS	\$ 21,750.00	1.00	\$ 21,750.00	1.00	\$ 21,750.00	\$ -
3-6	YP - 8" ML AB 6-7 to AB 4-5	LS	\$ 72,500.00	1.00	\$ 72,500.00	1.00	\$ 72,500.00	\$ -
3-7	YP - 24" RAS Station 1+00 to 4+00	LS	\$ 58,000.00	1.00	\$ 58,000.00	1.00	\$ 58,000.00	\$ -
3-8	YP - 24" RAS Station 4+00 to 6+40	LS	\$ 87,000.00	1.00	\$ 87,000.00	1.00	\$ 87,000.00	\$ -
3-9	YP - Excavation & Demo Abandoned 30", 42" & 18" Pipe	LS	\$ 21,750.00	1.00	\$ 21,750.00	1.00	\$ 21,750.00	\$ -
3-10	YP - RAS Tie-In @ RAS Vault	LS	\$ 7,250.00	1.00	\$ 7,250.00	1.00	\$ 7,250.00	\$ -
3-11	YP - 16" & 20" RAS Manifold @ RP Station #2	LS	\$ 21,750.00	1.00	\$ 21,750.00	1.00	\$ 21,750.00	\$ -
3-12	YP - 20" RAS Station 1+00 to Wye	LS	\$ 43,500.00	1.00	\$ 43,500.00	1.00	\$ 43,500.00	\$ -
3-13	YP - 30" RAS Wye to 7+25	LS	\$ 58,000.00	1.00	\$ 58,000.00	1.00	\$ 58,000.00	\$ -
3-14	YP - 20" Tie-In @ Biotower #1	LS	\$ 10,875.00	1.00	\$ 10,875.00	1.00	\$ 10,875.00	\$ -
3-15	YP - 20" Tie-In @ Biotower #2	LS	\$ 10,875.00	1.00	\$ 10,875.00	1.00	\$ 10,875.00	\$ -
3-16	YP - 10" D to Stormwater Basin	LS	\$ 21,750.00	1.00	\$ 21,750.00	1.00	\$ 21,750.00	\$ -
3-17	YP - 6" SC SC-4 to SC-5 YP-3	LS	\$ 58,000.00	1.00	\$ 58,000.00	1.00	\$ 58,000.00	\$ -
3-18	YP - 1"SA SC-4 to SC-5 YP-3	LS	\$ 7,250.00	1.00	\$ 7,250.00	1.00	\$ 7,250.00	\$ -
3-19	YP - 1" SA SC-5 to RAS P Station	LS	\$ 7,250.00	1.00	\$ 7,250.00	1.00	\$ 7,250.00	\$ -
3-20	YP - 3" 2W & 2" CLS @ S Clari -5	LS	\$ 7,250.00	1.00	\$ 7,250.00	1.00	\$ 7,250.00	\$ -
3-21	YP - 6" 2W @ F. Hydrant AB-6	LS	\$ 3,625.00	1.00	\$ 3,625.00	1.00	\$ 3,625.00	\$ -
4	Secondary Clarifier No. 5							
4-1	SC 5 -Excavate Center & Subgrade	LS	\$ 266,000.00	1.00	\$ 266,000.00	1.00	\$ 266,000.00	\$ -
4-2	SC 5 -F & P Center Bottom Slab @ 70.2	LS	\$ 74,850.00	1.00	\$ 74,850.00	1.00	\$ 74,850.00	\$ -
4-3	SC 5 - Scum Box - Exc & Rock	LS	\$ 13,300.00	1.00	\$ 13,300.00	1.00	\$ 13,300.00	\$ -
4-4	SC 5 - Set Spools 30"ML, 20"RAS, 12"DW	LS	\$ 20,960.00	1.00	\$ 20,960.00	1.00	\$ 20,960.00	\$ -
4-5	SC 5 - Scum Box F&P Slab @72.5	LS	\$ 6,650.00	1.00	\$ 6,650.00	1.00	\$ 6,650.00	\$ -
4-6	SC 5 - Dewater Well F&P Slab	LS	\$ 2,660.00	1.00	\$ 2,660.00	1.00	\$ 2,660.00	\$ -
4-7	SC 5 - Dewater Well - Stack MH to 82 +/-	LS	\$ 9,975.00	1.00	\$ 9,975.00	1.00	\$ 9,975.00	\$ -
4-8	SC 5 - Center - F& P Walls to El 76.8	LS	\$ 46,600.00	1.00	\$ 46,600.00	1.00	\$ 46,600.00	\$ -
4-9	SC 5 - Scum Box F&P Walls to 81-	LS	\$ 19,950.00	1.00	\$ 19,950.00	1.00	\$ 19,950.00	\$ -
4-10	SC 5 - 36" ML - Lay & Encase Under S.C.	LS	\$ 48,250.00	1.00	\$ 48,250.00	1.00	\$ 48,250.00	\$ -
4-11	SC 5 - 20" RAS - Lay & Encase Under S.C.	LS	\$ 41,600.00	1.00	\$ 41,600.00	1.00	\$ 41,600.00	\$ -
4-12	SC 5 - Center Well Rock Backfill	LS	\$ 3,900.00	1.00	\$ 3,900.00	1.00	\$ 3,900.00	\$ -

4-13	SC 5 - Scumbox Backfill to @ 81	LS	\$ 7,315.00	1.00	\$ 7,315.00	1.00	\$ 7,315.00	\$ -
4-14	SC 5 - 8"/12" DW Pipe	LS	\$ 16,650.00	1.00	\$ 16,650.00	1.00	\$ 16,650.00	\$ -
4-15	SC 5 - Cut Subgrade & Drain Rock	LS	\$ 399,000.00	1.00	\$ 399,000.00	1.00	\$ 399,000.00	\$ -
4-16	SC 5 - 20" RAS SC-5 to RAS P Sta	LS	\$ 39,950.00	1.00	\$ 39,950.00	1.00	\$ 39,950.00	\$ -
4-17	SC 5 - Slab R, F, & P #1	LS	\$ 110,000.00	1.00	\$ 110,000.00	1.00	\$ 110,000.00	\$ -
4-18	SC 5 - Slab R, F, & P #2	LS	\$ 110,000.00	1.00	\$ 110,000.00	1.00	\$ 110,000.00	\$ -
4-19	SC 5 - Slab R, F, & P #3	LS	\$ 110,000.00	1.00	\$ 110,000.00	1.00	\$ 110,000.00	\$ -
4-20	SC 5 - Slab R, F, & P #4	LS	\$ 110,000.00	1.00	\$ 110,000.00	1.00	\$ 110,000.00	\$ -
4-21	SC 5 - Wall R, F, & P #1	LS	\$ 180,000.00	1.00	\$ 180,000.00	1.00	\$ 180,000.00	\$ -
4-22	SC 5 - Wall R, F, & P #2	LS	\$ 180,000.00	1.00	\$ 180,000.00	1.00	\$ 180,000.00	\$ -
4-23	SC 5 - Wall R, F, & P #3	LS	\$ 180,000.00	1.00	\$ 180,000.00	1.00	\$ 180,000.00	\$ -
4-24	SC 5 - Wall R, F, & P #4	LS	\$ 180,000.00	1.00	\$ 180,000.00	1.00	\$ 180,000.00	\$ -
4-25	SC 5 - Launder-Shoring -Section 1 & 2	LS	\$ 19,950.00	1.00	\$ 19,950.00	1.00	\$ 19,950.00	\$ -
4-26	SC 5 - Launder Slab & Walls R, F, & P #1	LS	\$ 54,050.00	1.00	\$ 54,050.00	1.00	\$ 54,050.00	\$ -
4-27	SC 5 - Launder Slab & Walls R, F, & P #2	LS	\$ 54,050.00	1.00	\$ 54,050.00	1.00	\$ 54,050.00	\$ -
4-28	SC 5 - F&P Outlet Box Walls	LS	\$ 59,850.00	1.00	\$ 59,850.00	1.00	\$ 59,850.00	\$ -
4-29	SC 5 - F&P Scum Box Walls to Elevation 100.79	LS	\$ 6,650.00	1.00	\$ 6,650.00	1.00	\$ 6,650.00	\$ -
4-30	SC 5 - Hydrotest	LS	\$ 3,325.00	1.00	\$ 3,325.00	1.00	\$ 3,325.00	\$ -
4-31	SC 5 - Backfill to El 96	LS	\$ 232,750.00	1.00	\$ 232,750.00	1.00	\$ 232,750.00	\$ -
4-32	SC 5 - F&P Scum Box Slab @ 96.7	LS	\$ 6,650.00	1.00	\$ 6,650.00	1.00	\$ 6,650.00	\$ -
4-33	SC 5 - S.C. Equipment Field Paint	LS	\$ 26,600.00	1.00	\$ 26,600.00	1.00	\$ 26,600.00	\$ -
4-34	SC 5 - Clari Equipment Deliver	LS	\$ 731,500.00	1.00	\$ 731,500.00	1.00	\$ 731,500.00	\$ -
4-35	SC 5 - Clari Equipment Install	LS	\$ 99,750.00	1.00	\$ 99,750.00	1.00	\$ 99,750.00	\$ -
4-36	SC 5 - 8" SL Gate (@ Scum Box)	LS	\$ 9,975.00	1.00	\$ 9,975.00	1.00	\$ 9,975.00	\$ -
4-37	SC 5 - Scum Pumps - Deliver	LS	\$ 66,500.00	1.00	\$ 66,500.00	1.00	\$ 66,500.00	\$ -
4-38	SC 5 - Scum Pumps - Install	LS	\$ 13,300.00	1.00	\$ 13,300.00	1.00	\$ 13,300.00	\$ -
4-39	SC 5 - 2W Pipe on Clarifier Bridge	LS	\$ 6,650.00	1.00	\$ 6,650.00	1.00	\$ 6,650.00	\$ -
4-40	SC 5 - 6" SC Discharge Pipe & Valves	LS	\$ 46,550.00	1.00	\$ 46,550.00	1.00	\$ 46,550.00	\$ -
4-41	SC 5 - Swept Grout	LS	\$ 5,500.00	1.00	\$ 5,500.00	1.00	\$ 5,500.00	\$ -
4-42	SC 5 - Sec Clarifier Final Checkout	LS	\$ 6,650.00	1.00	\$ 6,650.00	1.00	\$ 6,650.00	\$ -
5	RAS Pump Station No. 2							
5-1	RAS - Excavate RAS P. Sta No. 2	LS	\$ 86,450.00	1.00	\$ 86,450.00	1.00	\$ 86,450.00	\$ -
5-2	RAS - R, F & P Slab @ 80.67	LS	\$ 15,960.00	1.00	\$ 15,960.00	1.00	\$ 15,960.00	\$ -
5-3	RAS - Wet Well Walls	LS	\$ 93,100.00	1.00	\$ 93,100.00	1.00	\$ 93,100.00	\$ -
5-4	RAS - Backfill to 86-	LS	\$ 19,950.00	1.00	\$ 19,950.00	1.00	\$ 19,950.00	\$ -
5-5	RAS - F&P South Slab/Sump	LS	\$ 15,960.00	1.00	\$ 15,960.00	1.00	\$ 15,960.00	\$ -
5-6	RAS - F&P Walls South Vault	LS	\$ 33,250.00	1.00	\$ 33,250.00	1.00	\$ 33,250.00	\$ -
5-7	RAS - 20" RAS Wall Spools Deliver	LS	\$ 19,950.00	1.00	\$ 19,950.00	1.00	\$ 19,950.00	\$ -
5-8	RAS - Wet Well Hydrotest	LS	\$ 3,325.00	1.00	\$ 3,325.00	1.00	\$ 3,325.00	\$ -
5-9	RAS - Backfill Wet Well - North	LS	\$ 59,850.00	1.00	\$ 59,850.00	1.00	\$ 59,850.00	\$ -
5-10	RAS - 24" RAS Under Slab	LS	\$ 19,950.00	1.00	\$ 19,950.00	1.00	\$ 19,950.00	\$ -
5-11	RAS - F&P North Slab	LS	\$ 13,300.00	1.00	\$ 13,300.00	1.00	\$ 13,300.00	\$ -
5-12	RAS - Shoring - Wet Well Deck	LS	\$ 6,650.00	1.00	\$ 6,650.00	1.00	\$ 6,650.00	\$ -
5-13	RAS - F&P Wet Well Deck	LS	\$ 19,950.00	1.00	\$ 19,950.00	1.00	\$ 19,950.00	\$ -
5-14	RAS - 24" & 40" SI Gate - Deliver	LS	\$ 86,450.00	1.00	\$ 86,450.00	1.00	\$ 86,450.00	\$ -

5-15	RAS - 24" & 40" SI Gate - Install	LS	\$ 6,650.00	1.00	\$ 6,650.00	1.00	\$ 6,650.00	\$ -
5-16	RAS - 16" RAS Discharge Pipe	LS	\$ 9,975.00	1.00	\$ 9,975.00	1.00	\$ 9,975.00	\$ -
5-17	RAS - RAS Pumps -Deliver	LS	\$ 199,500.00	1.00	\$ 199,500.00	1.00	\$ 199,500.00	\$ -
5-18	RAS - RAS Pumps - Install	LS	\$ 9,975.00	1.00	\$ 9,975.00	1.00	\$ 9,975.00	\$ -
5-19	RAS - RAS Sump Pumps -Deliver	LS	\$ 26,600.00	1.00	\$ 26,600.00	1.00	\$ 26,600.00	\$ -
5-20	RAS - RAS Sump Pumps - Install	LS	\$ 2,660.00	1.00	\$ 2,660.00	1.00	\$ 2,660.00	\$ -
5-21	RAS - 20"/16" RAS Pipe (Influent)	LS	\$ 13,300.00	1.00	\$ 13,300.00	1.00	\$ 13,300.00	\$ -
5-22	RAS - Misc Metals - Deliver	LS	\$ 46,550.00	1.00	\$ 46,550.00	1.00	\$ 46,550.00	\$ -
5-23	RAS - Misc Metals - Install	LS	\$ 13,300.00	1.00	\$ 13,300.00	1.00	\$ 13,300.00	\$ -
5-24	RAS - Coatings	LS	\$ 53,200.00	1.00	\$ 53,200.00	1.00	\$ 53,200.00	\$ -
5-25	RAS - RPS Start Up & Test	LS	\$ 6,650.00	1.00	\$ 6,650.00	1.00	\$ 6,650.00	\$ -
6	Mixed Liquor Flumes No. 5 & 6							
6-1	FLU - Excavate/Rock Subgrade	LS	\$ 99,750.00	1.00	\$ 99,750.00	1.00	\$ 99,750.00	\$ -
6-2	FLU - F&P Slab @87	LS	\$ 19,950.00	1.00	\$ 19,950.00	1.00	\$ 19,950.00	\$ -
6-3	FLU - F&P Walls to 97	LS	\$ 26,600.00	1.00	\$ 26,600.00	1.00	\$ 26,600.00	\$ -
6-4	FLU - Backfill to 97	LS	\$ 6,650.00	1.00	\$ 6,650.00	1.00	\$ 6,650.00	\$ -
6-5	FLU - Slab @ 99.0 F&P	LS	\$ 6,650.00	1.00	\$ 6,650.00	1.00	\$ 6,650.00	\$ -
6-6	FLU - Walls to 105.2 F & P	LS	\$ 26,600.00	1.00	\$ 26,600.00	1.00	\$ 26,600.00	\$ -
6-7	FLU - Parshall Flumes - Deliver	LS	\$ 19,950.00	1.00	\$ 19,950.00	1.00	\$ 19,950.00	\$ -
6-8	FLU - Parshall Flume - Place & Grout	LS	\$ 13,300.00	1.00	\$ 13,300.00	1.00	\$ 13,300.00	\$ -
6-9	FLU - Deliver Misc Metals	LS	\$ 33,250.00	1.00	\$ 33,250.00	1.00	\$ 33,250.00	\$ -
6-10	FLU - Install Grating	LS	\$ 3,325.00	1.00	\$ 3,325.00	1.00	\$ 3,325.00	\$ -
6-11	FLU - Install Platform and Guardrail	LS	\$ 6,650.00	1.00	\$ 6,650.00	1.00	\$ 6,650.00	\$ -
6-12	FLU - Weir Gates - Deliver	LS	\$ 26,600.00	1.00	\$ 26,600.00	1.00	\$ 26,600.00	\$ -
6-13	FLU - Weir Gates - Install	LS	\$ 6,650.00	1.00	\$ 6,650.00	1.00	\$ 6,650.00	\$ -
6-14	FLU - Startup	LS	\$ 3,325.00	1.00	\$ 3,325.00	1.00	\$ 3,325.00	\$ -
7	Biotower Modification							
7-1	BIO - Demo - Electrical	LS	\$ 6,650.00	1.00	\$ 6,650.00	1.00	\$ 6,650.00	\$ -
7-2	BIO - Demo - St Steel	LS	\$ 19,950.00	1.00	\$ 19,950.00	1.00	\$ 19,950.00	\$ -
7-3	BIO - Conc Pedestals F&P	LS	\$ 6,650.00	1.00	\$ 6,650.00	1.00	\$ 6,650.00	\$ -
7-4	BIO - Biotower Struct. Steel - Deliver	LS	\$ 99,750.00	1.00	\$ 99,750.00	1.00	\$ 99,750.00	\$ -
7-5	BIO - Struct Steel - Erect	LS	\$ 39,900.00	1.00	\$ 39,900.00	1.00	\$ 39,900.00	\$ -
7-6	BIO - Struct Steel - Paint	LS	\$ 33,250.00	1.00	\$ 33,250.00	1.00	\$ 33,250.00	\$ -
7-7	BIO- Trolley-Hoist - Deliver	LS	\$ 66,500.00	1.00	\$ 66,500.00	1.00	\$ 66,500.00	\$ -
7-8	BIO - Trolley-Hoist - Install	LS	\$ 19,950.00	1.00	\$ 19,950.00	1.00	\$ 19,950.00	\$ -
7-9	BIO - Trolley-Hoist - Startup	LS	\$ 3,325.00	1.00	\$ 3,325.00	1.00	\$ 3,325.00	\$ -
8	Aeration Basin 1 Modifications							
8-1	AB 1 - Demo-Mech Aeration System	LS	\$ 141,250.00	1.00	\$ 141,250.00	1.00	\$ 141,250.00	\$ -
8-2	AB 1 - Demo-Concrete Walkaways, Columns	LS	\$ 107,500.00	1.00	\$ 107,500.00	1.00	\$ 107,500.00	\$ -
8-3	AB 1 - Demo-Concrete Slabs	LS	\$ 97,250.00	1.00	\$ 97,250.00	1.00	\$ 97,250.00	\$ -
8-4	AB 1 - Exc & 12" AB Subgrade	LS	\$ 46,000.00	1.00	\$ 46,000.00	1.00	\$ 46,000.00	\$ -
8-5	AB 1 - F&P Bottom Slab #1	LS	\$ 33,250.00	1.00	\$ 33,250.00	1.00	\$ 33,250.00	\$ -
8-6	AB 1 - F&P Bottom Slab #2	LS	\$ 24,250.00	1.00	\$ 24,250.00	1.00	\$ 24,250.00	\$ -
8-7	AB 1- 36" FE Elbow	LS	\$ 7,750.00	1.00	\$ 7,750.00	1.00	\$ 7,750.00	\$ -
8-8	AB 1 - F&P Slope Slabs	LS	\$ 35,250.00	1.00	\$ 35,250.00	1.00	\$ 35,250.00	\$ -
8-9	AB 1 - F&P Walls #1	LS	\$ 43,000.00	1.00	\$ 43,000.00	1.00	\$ 43,000.00	\$ -

8-10	AB 1 - F&P Walls #2	LS	\$ 43,000.00	1.00	\$ 43,000.00	1.00	\$ 43,000.00	\$ -
8-11	AB 1 - F&P Walls #3	LS	\$ 43,000.00	1.00	\$ 43,000.00	1.00	\$ 43,000.00	\$ -
8-12	AB 1- F&P Valley Gutter to Mud Valve	LS	\$ 2,660.00	1.00	\$ 2,660.00	1.00	\$ 2,660.00	\$ -
8-13	AB 1- Install 8" Basin Drain Mud Valve	LS	\$ 1,995.00	1.00	\$ 1,995.00	1.00	\$ 1,995.00	\$ -
8-14	AB 1 - F&P Walkways	LS	\$ 46,550.00	1.00	\$ 46,550.00	1.00	\$ 46,550.00	\$ -
8-15	AB 1 - Deliver Misc Metals	LS	\$ 79,800.00	1.00	\$ 79,800.00	1.00	\$ 79,800.00	\$ -
8-16	AB 1 - Install Platforms	LS	\$ 13,300.00	1.00	\$ 13,300.00	1.00	\$ 13,300.00	\$ -
8-17	AB 1 - Install Conduit Bridge	LS	\$ 13,300.00	1.00	\$ 13,300.00	1.00	\$ 13,300.00	\$ -
8-18	AB 1 - Install Misc Metals / Handrail	LS	\$ 19,950.00	1.00	\$ 19,950.00	1.00	\$ 19,950.00	\$ -
8-19	AB 1 - Deliver SST AA Pipe / Valves / Supports	LS	\$ 66,500.00	1.00	\$ 66,500.00	1.00	\$ 66,500.00	\$ -
8-20	AB 1 - Install SST AA Pipe / Valves / Supports	LS	\$ 26,600.00	1.00	\$ 26,600.00	1.00	\$ 26,600.00	\$ -
8-21	AB 1 - Deliver Propeller Pumps / Thimbles	LS	\$ 86,450.00	1.00	\$ 86,450.00	1.00	\$ 86,450.00	\$ -
8-22	AB 1 - Install Propeller Pumps / Thimbles	LS	\$ 5,320.00	1.00	\$ 5,320.00	1.00	\$ 5,320.00	\$ -
8-23	AB 1 - Deliver Submersible Mixers	LS	\$ 99,750.00	1.00	\$ 99,750.00	1.00	\$ 99,750.00	\$ -
8-24	AB 1 - Install Submersible Mixers	LS	\$ 5,320.00	1.00	\$ 5,320.00	1.00	\$ 5,320.00	\$ -
8-25	AB 1 - Fine Bubble Aeration -Deliver	LS	\$ 139,650.00	1.00	\$ 139,650.00	1.00	\$ 139,650.00	\$ -
8-26	AB 1 - Fine Bubble Aeration - Install	LS	\$ 39,900.00	1.00	\$ 39,900.00	1.00	\$ 39,900.00	\$ -
8-27	AB 1 - Flap Gate Deliver	LS	\$ 19,950.00	1.00	\$ 19,950.00	1.00	\$ 19,950.00	\$ -
8-28	AB 1 - Flap Gate Install	LS	\$ 1,330.00	1.00	\$ 1,330.00	1.00	\$ 1,330.00	\$ -
8-29	AB 1 - Startup	LS	\$ 3,325.00	1.00	\$ 3,325.00	1.00	\$ 3,325.00	\$ -
9	Aeration Basin 2 Modifications							
9-1	AB 2 - Demo-Mech Aeration System	LS	\$ 141,250.00	1.00	\$ 141,250.00	1.00	\$ 141,250.00	\$ -
9-2	AB 2 - Demo-Concrete Walkaways, Columns	LS	\$ 107,500.00	1.00	\$ 107,500.00	1.00	\$ 107,500.00	\$ -
9-3	AB 2 - Demo-Concrete Slabs	LS	\$ 97,250.00	1.00	\$ 97,250.00	1.00	\$ 97,250.00	\$ -
9-4	AB 2 - Exc & 12" AB Subgrade	LS	\$ 46,000.00	1.00	\$ 46,000.00	1.00	\$ 46,000.00	\$ -
9-5	AB 2 - F&P Bottom Slab #1	LS	\$ 33,250.00	1.00	\$ 33,250.00	1.00	\$ 33,250.00	\$ -
9-6	AB 2 - F&P Bottom Slab #2	LS	\$ 24,250.00	1.00	\$ 24,250.00	1.00	\$ 24,250.00	\$ -
9-7	AB 2- 36" FE Elbow	LS	\$ 7,750.00	1.00	\$ 7,750.00	1.00	\$ 7,750.00	\$ -
9-8	AB 2 - F&P Slope Slabs	LS	\$ 35,250.00	1.00	\$ 35,250.00	1.00	\$ 35,250.00	\$ -
9-9	AB 2 - F&P Walls #1	LS	\$ 43,000.00	1.00	\$ 43,000.00	1.00	\$ 43,000.00	\$ -
9-10	AB 2 - F&P Walls #2	LS	\$ 43,000.00	1.00	\$ 43,000.00	1.00	\$ 43,000.00	\$ -
9-11	AB 2 - F&P Walls #3	LS	\$ 43,000.00	1.00	\$ 43,000.00	1.00	\$ 43,000.00	\$ -
9-12	AB 2- F&P Valley Gutter to Mud Valve	LS	\$ 2,660.00	1.00	\$ 2,660.00	1.00	\$ 2,660.00	\$ -
9-13	AB 2- Install 8" Basin Drain Mud Valve	LS	\$ 1,995.00	1.00	\$ 1,995.00	1.00	\$ 1,995.00	\$ -
9-14	AB 2 - F&P Weir Closure Wall	LS	\$ 3,325.00	1.00	\$ 3,325.00	1.00	\$ 3,325.00	\$ -
9-15	AB 2 - F&P Walkways	LS	\$ 46,550.00	1.00	\$ 46,550.00	1.00	\$ 46,550.00	\$ -
9-16	AB 2 - Deliver Misc Metals	LS	\$ 79,800.00	1.00	\$ 79,800.00	1.00	\$ 79,800.00	\$ -
9-17	AB 2 - Install Platforms	LS	\$ 13,300.00	1.00	\$ 13,300.00	1.00	\$ 13,300.00	\$ -
9-18	AB 2 - Install Conduit Bridge	LS	\$ 13,300.00	1.00	\$ 13,300.00	1.00	\$ 13,300.00	\$ -
9-19	AB 2 - Install Misc Metals / Handrail	LS	\$ 19,950.00	1.00	\$ 19,950.00	1.00	\$ 19,950.00	\$ -
9-20	AB 2 - Deliver SST AA Pipe / Valves / Supports	LS	\$ 66,500.00	1.00	\$ 66,500.00	1.00	\$ 66,500.00	\$ -

9-21	AB 2 - Install SST AA Pipe / Valves / Supports	LS	\$ 26,600.00	1.00	\$ 26,600.00	1.00	\$ 26,600.00	\$ -
9-22	AB 2 - Deliver Propeller Pumps / Thimbles	LS	\$ 86,450.00	1.00	\$ 86,450.00	1.00	\$ 86,450.00	\$ -
9-23	AB 2 - Install Propeller Pumps / Thimbles	LS	\$ 5,320.00	1.00	\$ 5,320.00	1.00	\$ 5,320.00	\$ -
9-24	AB 2 - Deliver Submersible Mixers	LS	\$ 99,750.00	1.00	\$ 99,750.00	1.00	\$ 99,750.00	\$ -
9-25	AB 2 - Install Submersible Mixers	LS	\$ 5,320.00	1.00	\$ 5,320.00	1.00	\$ 5,320.00	\$ -
9-26	AB 2 - Fine Bubble Aeration -Deliver	LS	\$ 139,650.00	1.00	\$ 139,650.00	1.00	\$ 139,650.00	\$ -
9-27	AB 2 - Fine Bubble Aeration - Install	LS	\$ 39,900.00	1.00	\$ 39,900.00	1.00	\$ 39,900.00	\$ -
9-28	AB 2 - Flap Gate Deliver	LS	\$ 19,950.00	1.00	\$ 19,950.00	1.00	\$ 19,950.00	\$ -
9-29	AB 2 - Flap Gate Install	LS	\$ 1,330.00	1.00	\$ 1,330.00	1.00	\$ 1,330.00	\$ -
9-30	AB 2 - Startup	LS	\$ 3,325.00	1.00	\$ 3,325.00	1.00	\$ 3,325.00	\$ -
10	Aeration Basin 3 Modifications							
10-1	AB 3 - Demo-Mech Aeration System	LS	\$ 141,250.00	1.00	\$ 141,250.00	1.00	\$ 141,250.00	\$ -
10-2	AB 3 - Demo-Concrete Walkaways, Columns	LS	\$ 107,500.00	1.00	\$ 107,500.00	1.00	\$ 107,500.00	\$ -
10-3	AB 3 - Demo-Concrete Slabs	LS	\$ 97,250.00	1.00	\$ 97,250.00	1.00	\$ 97,250.00	\$ -
10-4	AB 3 - Exc & 12" AB Subgrade	LS	\$ 46,000.00	1.00	\$ 46,000.00	1.00	\$ 46,000.00	\$ -
10-5	AB 3 - F&P Bottom Slab #1	LS	\$ 33,250.00	1.00	\$ 33,250.00	1.00	\$ 33,250.00	\$ -
10-6	AB 3 - F&P Bottom Slab #2	LS	\$ 24,250.00	1.00	\$ 24,250.00	1.00	\$ 24,250.00	\$ -
10-7	AB 3- 36" FE Elbow	LS	\$ 7,750.00	1.00	\$ 7,750.00	1.00	\$ 7,750.00	\$ -
10-8	AB 3 - F&P Slope Slabs	LS	\$ 35,250.00	1.00	\$ 35,250.00	1.00	\$ 35,250.00	\$ -
10-9	AB 3 - F&P Walls #1	LS	\$ 43,000.00	1.00	\$ 43,000.00	1.00	\$ 43,000.00	\$ -
10-10	AB 3 - F&P Walls #2	LS	\$ 43,000.00	1.00	\$ 43,000.00	1.00	\$ 43,000.00	\$ -
10-11	AB 3 - F&P Walls #3	LS	\$ 43,000.00	1.00	\$ 43,000.00	1.00	\$ 43,000.00	\$ -
10-12	AB 3- F&P Valley Gutter to Mud Valve	LS	\$ 2,660.00	1.00	\$ 2,660.00	1.00	\$ 2,660.00	\$ -
10-13	AB 3- Install 8" Basin Drain Mud Valve	LS	\$ 1,995.00	1.00	\$ 1,995.00	1.00	\$ 1,995.00	\$ -
10-14	AB 3 - F&P Weir Closure Wall	LS	\$ 3,325.00	1.00	\$ 3,325.00	1.00	\$ 3,325.00	\$ -
10-15	AB 3 - F&P Walkways	LS	\$ 46,550.00	1.00	\$ 46,550.00	1.00	\$ 46,550.00	\$ -
10-16	AB 3 - Deliver Misc Metals	LS	\$ 79,800.00	1.00	\$ 79,800.00	1.00	\$ 79,800.00	\$ -
10-17	AB 3 - Install Platforms	LS	\$ 13,300.00	1.00	\$ 13,300.00	1.00	\$ 13,300.00	\$ -
10-18	AB 3 - Install Conduit Bridge	LS	\$ 13,300.00	1.00	\$ 13,300.00	1.00	\$ 13,300.00	\$ -
10-19	AB 3 - Install Misc Metals / Handrail	LS	\$ 19,950.00	1.00	\$ 19,950.00	1.00	\$ 19,950.00	\$ -
10-20	AB 3 - Deliver SST AA Pipe / Valves / Supports	LS	\$ 66,500.00	1.00	\$ 66,500.00	1.00	\$ 66,500.00	\$ -
10-21	AB 3 - Install SST AA Pipe / Valves / Supports	LS	\$ 26,600.00	1.00	\$ 26,600.00	1.00	\$ 26,600.00	\$ -
10-22	AB 3 - Deliver Propeller Pumps / Thimbles	LS	\$ 86,450.00	1.00	\$ 86,450.00	1.00	\$ 86,450.00	\$ -
10-23	AB 3 - Install Propeller Pumps / Thimbles	LS	\$ 5,320.00	1.00	\$ 5,320.00	1.00	\$ 5,320.00	\$ -
10-24	AB 3 - Deliver Submersible Mixers	LS	\$ 99,750.00	1.00	\$ 99,750.00	1.00	\$ 99,750.00	\$ -
10-25	AB 3 - Install Submersible Mixers	LS	\$ 5,320.00	1.00	\$ 5,320.00	1.00	\$ 5,320.00	\$ -
10-26	AB 3 - Fine Bubble Aeration -Deliver	LS	\$ 139,650.00	1.00	\$ 139,650.00	1.00	\$ 139,650.00	\$ -
10-27	AB 3 - Fine Bubble Aeration - Install	LS	\$ 39,900.00	1.00	\$ 39,900.00	1.00	\$ 39,900.00	\$ -
10-28	AB 3 - Flap Gate Deliver	LS	\$ 19,950.00	1.00	\$ 19,950.00	1.00	\$ 19,950.00	\$ -
10-29	AB 3 - Flap Gate Install	LS	\$ 1,330.00	1.00	\$ 1,330.00	1.00	\$ 1,330.00	\$ -

10-30	AB 3 - Startup	LS	\$ 3,325.00	1.00	\$ 3,325.00	1.00	\$ 3,325.00	\$ -
11	Aeration Basins 4 & 5 Modifications							
11-1	AB 4/5 - Demo-Aeration System	LS	\$ 217,500.00	1.00	\$ 217,500.00	1.00	\$ 217,500.00	\$ -
11-2	AB 4/5 - Demo-Walls for Pumps	LS	\$ 14,250.00	1.00	\$ 14,250.00	1.00	\$ 14,250.00	\$ -
11-3	AB 4/5 - F&P Walls #1	LS	\$ 43,500.00	1.00	\$ 43,500.00	1.00	\$ 43,500.00	\$ -
11-4	AB 4/5 - F&P Walls #2	LS	\$ 43,500.00	1.00	\$ 43,500.00	1.00	\$ 43,500.00	\$ -
11-5	AB 4/5 - F&P Walls #3	LS	\$ 43,500.00	1.00	\$ 43,500.00	1.00	\$ 43,500.00	\$ -
11-6	AB 4/5 - Demo-Pump Openings	LS	\$ 2,900.00	1.00	\$ 2,900.00	1.00	\$ 2,900.00	\$ -
11-7	AB 4/5 - Flap Gates - Deliver	LS	\$ 39,900.00	1.00	\$ 39,900.00	1.00	\$ 39,900.00	\$ -
11-8	AB 4/5 - Flap Gates - Install	LS	\$ 2,660.00	1.00	\$ 2,660.00	1.00	\$ 2,660.00	\$ -
11-9	AB 4/5 - Mixers - Deliver	LS	\$ 199,500.00	1.00	\$ 199,500.00	1.00	\$ 199,500.00	\$ -
11-10	AB 4/5 - Mixers - Install	LS	\$ 13,300.00	1.00	\$ 13,300.00	1.00	\$ 13,300.00	\$ -
11-11	AB 4/5 - Deliver SST AA Pipe / Supports	LS	\$ 19,950.00	1.00	\$ 19,950.00	1.00	\$ 19,950.00	\$ -
11-12	AB 4/5 - Install SST AA Pipe / Supports	LS	\$ 6,650.00	1.00	\$ 6,650.00	1.00	\$ 6,650.00	\$ -
11-13	AB 4/5 - Aeration Header & Difusers - Deliver	LS	\$ 279,300.00	1.00	\$ 279,300.00	1.00	\$ 279,300.00	\$ -
11-14	AB 4/5 - Aeration Header & Difusers - Install	LS	\$ 79,800.00	1.00	\$ 79,800.00	1.00	\$ 79,800.00	\$ -
11-15	AB 4/5 - Deliver Propeller Pumps / Thimbles	LS	\$ 172,900.00	1.00	\$ 172,900.00	1.00	\$ 172,900.00	\$ -
11-16	AB 4/5 - Install Propeller Pumps / Thimbles	LS	\$ 10,640.00	1.00	\$ 10,640.00	1.00	\$ 10,640.00	\$ -
11-17	AB 4/5 - Flap Gate Deliver	LS	\$ 39,900.00	1.00	\$ 39,900.00	1.00	\$ 39,900.00	\$ -
11-18	AB 4/5 - Flap Gate Install	LS	\$ 2,660.00	1.00	\$ 2,660.00	1.00	\$ 2,660.00	\$ -
11-19	AB 4/5 - Startup	LS	\$ 3,325.00	1.00	\$ 3,325.00	1.00	\$ 3,325.00	\$ -
12	Aeration Basins 6 & 7 Modifications							
12-1	AB 6/7 - Demo-Aeration System	LS	\$ 217,500.00	1.00	\$ 217,500.00	1.00	\$ 217,500.00	\$ -
12-2	AB 6/7 - Demo-Walls for Pumps	LS	\$ 14,250.00	1.00	\$ 14,250.00	1.00	\$ 14,250.00	\$ -
12-3	AB 6/7 - F&P Walls #1	LS	\$ 43,500.00	1.00	\$ 43,500.00	1.00	\$ 43,500.00	\$ -
12-4	AB 6/7 - F&P Walls #2	LS	\$ 43,500.00	1.00	\$ 43,500.00	1.00	\$ 43,500.00	\$ -
12-5	AB 6/7 - F&P Walls #3	LS	\$ 43,500.00	1.00	\$ 43,500.00	1.00	\$ 43,500.00	\$ -
12-6	AB 6/7 - Demo-Pump Openings	LS	\$ 2,900.00	1.00	\$ 2,900.00	1.00	\$ 2,900.00	\$ -
12-7	AB 6/7 - Flap Gates - Deliver	LS	\$ 39,900.00	1.00	\$ 39,900.00	1.00	\$ 39,900.00	\$ -
12-8	AB 6/7 - Flap Gates - Install	LS	\$ 2,660.00	1.00	\$ 2,660.00	1.00	\$ 2,660.00	\$ -
12-9	AB 6/7 - Mixers - Deliver	LS	\$ 199,500.00	1.00	\$ 199,500.00	1.00	\$ 199,500.00	\$ -
12-10	AB 6/7 - Mixers - Install	LS	\$ 13,300.00	1.00	\$ 13,300.00	1.00	\$ 13,300.00	\$ -
12-11	AB 6/7 - Deliver SST AA Pipe / Supports	LS	\$ 19,950.00	1.00	\$ 19,950.00	1.00	\$ 19,950.00	\$ -
12-12	AB 6/7 - Install SST AA Pipe / Supports	LS	\$ 6,650.00	1.00	\$ 6,650.00	1.00	\$ 6,650.00	\$ -
12-13	AB 6/7 - Aeration Header & Difusers - Deliver	LS	\$ 279,300.00	1.00	\$ 279,300.00	1.00	\$ 279,300.00	\$ -
12-14	AB 6/7 - Aeration Header & Difusers - Install	LS	\$ 79,800.00	1.00	\$ 79,800.00	1.00	\$ 79,800.00	\$ -
12-15	AB 6/7 - Deliver Propeller Pumps / Thimbles	LS	\$ 172,900.00	1.00	\$ 172,900.00	1.00	\$ 172,900.00	\$ -
12-16	AB 6/7 - Install Propeller Pumps / Thimbles	LS	\$ 10,640.00	1.00	\$ 10,640.00	1.00	\$ 10,640.00	\$ -

12-17	AB 6/7 - Flap Gate Deliver		LS	\$ 39,900.00	1.00	\$ 39,900.00	1.00	\$ 39,900.00	\$ -
12-18	AB 6/7 - Flap Gate Install		LS	\$ 2,660.00	1.00	\$ 2,660.00	1.00	\$ 2,660.00	\$ -
12-19	AB 6/7 - Startup		LS	\$ 3,325.00	1.00	\$ 3,325.00	1.00	\$ 3,325.00	\$ -
13	Electrical and Instrumentation		0	\$ -	0.00	\$ -	0.00	\$ -	\$ -
13-1	Mobilization		LS	\$ 30,000.00	1.00	\$ 30,000.00	1.00	\$ 30,000.00	\$ -
13-2	Duct Bank - A Trench, Install, Backfill		LS	\$ 49,500.00	1.00	\$ 49,500.00	1.00	\$ 49,500.00	\$ -
13-3	Duct Bank - A Wire		LS	\$ 10,500.00	1.00	\$ 10,500.00	1.00	\$ 10,500.00	\$ -
13-4	Duct Bank - B Trench, Install, Backfill		LS	\$ 13,300.00	1.00	\$ 13,300.00	1.00	\$ 13,300.00	\$ -
13-5	Duct Bank - B Wire		LS	\$ 1,400.00	1.00	\$ 1,400.00	1.00	\$ 1,400.00	\$ -
13-6	Duct Bank - C,E,G Trench, Install, Backfill		LS	\$ 47,000.00	1.00	\$ 47,000.00	1.00	\$ 47,000.00	\$ -
13-7	Duct Bank - C,E,G Wire		LS	\$ 5,800.00	1.00	\$ 5,800.00	1.00	\$ 5,800.00	\$ -
13-8	Duct Bank - D Trench, Install, Backfill		LS	\$ 13,300.00	1.00	\$ 13,300.00	1.00	\$ 13,300.00	\$ -
13-9	Duct Bank - D Wire		LS	\$ 1,400.00	1.00	\$ 1,400.00	1.00	\$ 1,400.00	\$ -
13-10	Duct Bank - F Trench, Install, Backfill		LS	\$ 13,300.00	1.00	\$ 13,300.00	1.00	\$ 13,300.00	\$ -
13-11	Duct Bank - F Wire		LS	\$ 1,400.00	1.00	\$ 1,400.00	1.00	\$ 1,400.00	\$ -
13-12	Duct Bank - G1,I Trench, Install, Backfill		LS	\$ 98,000.00	1.00	\$ 98,000.00	1.00	\$ 98,000.00	\$ -
13-13	Duct Bank - G1,I Wire		LS	\$ 26,000.00	1.00	\$ 26,000.00	1.00	\$ 26,000.00	\$ -
13-14	Duct Bank - H Trench, Install, Backfill		LS	\$ 18,600.00	1.00	\$ 18,600.00	1.00	\$ 18,600.00	\$ -
13-15	Duct Bank - H Wire		LS	\$ 1,400.00	1.00	\$ 1,400.00	1.00	\$ 1,400.00	\$ -
13-16	Duct Bank - J Trench, Install, Backfill		LS	\$ 18,600.00	1.00	\$ 18,600.00	1.00	\$ 18,600.00	\$ -
13-17	Duct Bank - J Wire		LS	\$ 1,400.00	1.00	\$ 1,400.00	1.00	\$ 1,400.00	\$ -
13-18	Duct Bank - K,M Trench, Install, Backfill		LS	\$ 68,300.00	1.00	\$ 68,300.00	1.00	\$ 68,300.00	\$ -
13-19	Duct Bank - K,M Wire		LS	\$ 14,100.00	1.00	\$ 14,100.00	1.00	\$ 14,100.00	\$ -
13-20	Duct Bank - N Trench, Install, Backfill		LS	\$ 60,800.00	1.00	\$ 60,800.00	1.00	\$ 60,800.00	\$ -
13-21	Duct Bank - N Wire		LS	\$ 3,900.00	1.00	\$ 3,900.00	1.00	\$ 3,900.00	\$ -
13-22	Duct Bank - L Trench, Install, Backfill		LS	\$ 18,600.00	1.00	\$ 18,600.00	1.00	\$ 18,600.00	\$ -
13-23	Duct Bank - L Wire		LS	\$ 1,400.00	1.00	\$ 1,400.00	1.00	\$ 1,400.00	\$ -
13-24	Duct Bank - U Trench, Install, Backfill		LS	\$ 46,500.00	1.00	\$ 46,500.00	1.00	\$ 46,500.00	\$ -
13-25	Duct Bank - U Wire		LS	\$ 11,600.00	1.00	\$ 11,600.00	1.00	\$ 11,600.00	\$ -
13-26	Duct Bank - Q,R Trench, Install, Backfill		LS	\$ 104,000.00	1.00	\$ 104,000.00	1.00	\$ 104,000.00	\$ -
13-27	Duct Bank - Q,R Wire		LS	\$ 29,500.00	1.00	\$ 29,500.00	1.00	\$ 29,500.00	\$ -
13-28	Duct Bank - O Trench, Install, Backfill		LS	\$ 59,700.00	1.00	\$ 59,700.00	1.00	\$ 59,700.00	\$ -
13-29	Duct Bank - O Wire		LS	\$ 15,400.00	1.00	\$ 15,400.00	1.00	\$ 15,400.00	\$ -

13-30	Aeration Basin - 1 Conduit & Pullbox Installation	LS	\$ 110,300.00	1.00	\$ 110,300.00	1.00	\$ 110,300.00	\$ -
13-31	Aeration Basin - 1 Wire	LS	\$ 24,500.00	1.00	\$ 24,500.00	1.00	\$ 24,500.00	\$ -
13-32	Aeration Basin - 2 Conduit & Pullbox Installation	LS	\$ 110,300.00	1.00	\$ 110,300.00	1.00	\$ 110,300.00	\$ -
13-33	Aeration Basin - 2 Wire	LS	\$ 24,500.00	1.00	\$ 24,500.00	1.00	\$ 24,500.00	\$ -
13-34	Aeration Basin - 3 Conduit & Pullbox Installation	LS	\$ 110,300.00	1.00	\$ 110,300.00	1.00	\$ 110,300.00	\$ -
13-35	Aeration Basin - 3 Wire	LS	\$ 24,500.00	1.00	\$ 24,500.00	1.00	\$ 24,500.00	\$ -
13-36	Aeration Basin - 4 Conduit & Pullbox Installation	LS	\$ 76,950.00	1.00	\$ 76,950.00	1.00	\$ 76,950.00	\$ -
13-37	Aeration Basin - 4 Wire	LS	\$ 16,500.00	1.00	\$ 16,500.00	1.00	\$ 16,500.00	\$ -
13-38	Aeration Basin - 5 Conduit & Pullbox Installation	LS	\$ 76,950.00	1.00	\$ 76,950.00	1.00	\$ 76,950.00	\$ -
13-39	Aeration Basin - 5 Wire	LS	\$ 16,500.00	1.00	\$ 16,500.00	1.00	\$ 16,500.00	\$ -
13-40	Aeration Basin - 6 Conduit & Pullbox Installation	LS	\$ 76,950.00	1.00	\$ 76,950.00	1.00	\$ 76,950.00	\$ -
13-41	Aeration Basin - 6 Wire	LS	\$ 16,500.00	1.00	\$ 16,500.00	1.00	\$ 16,500.00	\$ -
13-42	Aeration Basin - 7 Conduit & Pullbox Installation	LS	\$ 76,950.00	1.00	\$ 76,950.00	1.00	\$ 76,950.00	\$ -
13-43	Aeration Basin - 7 Wire	LS	\$ 16,500.00	1.00	\$ 16,500.00	1.00	\$ 16,500.00	\$ -
13-44	MCC 8 Installation & Above Ground Conduit	LS	\$ 19,100.00	1.00	\$ 19,100.00	1.00	\$ 19,100.00	\$ -
13-45	MCC 8 Wire	LS	\$ 9,000.00	1.00	\$ 9,000.00	1.00	\$ 9,000.00	\$ -
13-46	Mixed Liquor Flume Above Ground Conduit	LS	\$ 13,600.00	1.00	\$ 13,600.00	1.00	\$ 13,600.00	\$ -
13-47	Mixed Liquor Flume Wire	LS	\$ 2,000.00	1.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ -
13-48	Filter Pump Station Above Ground Conduit	LS	\$ 13,600.00	1.00	\$ 13,600.00	1.00	\$ 13,600.00	\$ -
13-49	Filter Pump Station Wire	LS	\$ 2,000.00	1.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ -
13-50	Secondary Clarifier #5 Above Ground Conduit	LS	\$ 40,800.00	1.00	\$ 40,800.00	1.00	\$ 40,800.00	\$ -
13-51	Secondary Clarifier #5 Wire	LS	\$ 4,000.00	1.00	\$ 4,000.00	1.00	\$ 4,000.00	\$ -
13-52	RAS Pump Station #2 Above Ground Conduit	LS	\$ 40,800.00	1.00	\$ 40,800.00	1.00	\$ 40,800.00	\$ -
13-53	RAS Pump Station #2 Wire	LS	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ -
13-54	Electrical Building #7 Above Ground Conduit	LS	\$ 21,400.00	1.00	\$ 21,400.00	1.00	\$ 21,400.00	\$ -
13-55	Electrical Building #7 Wire	LS	\$ 4,000.00	1.00	\$ 4,000.00	1.00	\$ 4,000.00	\$ -
13-56	MCC 8	LS	\$ 550,000.00	1.00	\$ 550,000.00	1.00	\$ 550,000.00	\$ -
13-57	Remaining Electrical Gear Package	LS	\$ 282,200.00	1.00	\$ 282,200.00	1.00	\$ 282,200.00	\$ -
13-58	Concrete Pullboxes	LS	\$ 70,600.00	1.00	\$ 70,600.00	1.00	\$ 70,600.00	\$ -
13-59	Tesco LCPs: Basin 1	LS	\$ 33,000.00	1.00	\$ 33,000.00	1.00	\$ 33,000.00	\$ -
13-60	Tesco LCPs: Basin 2	LS	\$ 33,000.00	1.00	\$ 33,000.00	1.00	\$ 33,000.00	\$ -
13-61	Tesco LCPs: Basin 3	LS	\$ 33,000.00	1.00	\$ 33,000.00	1.00	\$ 33,000.00	\$ -
13-62	Tesco LCPs: Basin 4	LS	\$ 33,000.00	1.00	\$ 33,000.00	1.00	\$ 33,000.00	\$ -
13-63	Tesco LCPs: Basin 5	LS	\$ 33,000.00	1.00	\$ 33,000.00	1.00	\$ 33,000.00	\$ -
13-64	Tesco LCPs: Basin 6	LS	\$ 33,000.00	1.00	\$ 33,000.00	1.00	\$ 33,000.00	\$ -

13-65	Tesco LCPs: Basin 7	LS	\$ 33,000.00	1.00	\$ 33,000.00	1.00	\$ 33,000.00	\$ -
13-66	Tesco LCPs: Clarifier 5	LS	\$ 22,800.00	1.00	\$ 22,800.00	1.00	\$ 22,800.00	\$ -
13-67	Tesco LCPs: RAS Pump Station	LS	\$ 13,300.00	1.00	\$ 13,300.00	1.00	\$ 13,300.00	\$ -
13-68	Tesco Instrumentation: Basin 1	LS	\$ 13,900.00	1.00	\$ 13,900.00	1.00	\$ 13,900.00	\$ -
13-69	Tesco Instrumentation: Basin 2	LS	\$ 13,900.00	1.00	\$ 13,900.00	1.00	\$ 13,900.00	\$ -
13-70	Tesco Instrumentation: Basin 3	LS	\$ 13,900.00	1.00	\$ 13,900.00	1.00	\$ 13,900.00	\$ -
13-71	Tesco Instrumentation: Basin 4	LS	\$ 13,900.00	1.00	\$ 13,900.00	1.00	\$ 13,900.00	\$ -
13-72	Tesco Instrumentation: Basin 5	LS	\$ 13,900.00	1.00	\$ 13,900.00	1.00	\$ 13,900.00	\$ -
13-73	Tesco Instrumentation: Basin 6	LS	\$ 13,900.00	1.00	\$ 13,900.00	1.00	\$ 13,900.00	\$ -
13-74	Tesco Instrumentation: Basin 7	LS	\$ 13,900.00	1.00	\$ 13,900.00	1.00	\$ 13,900.00	\$ -
13-75	Tesco Instrumentation: Mixed Liquor Flumes	LS	\$ 4,500.00	1.00	\$ 4,500.00	1.00	\$ 4,500.00	\$ -
13-76	Tesco Instrumentation: RAS Pump Station	LS	\$ 29,200.00	1.00	\$ 29,200.00	1.00	\$ 29,200.00	\$ -
13-77	Tesco Instrumentation: Clarifier 5	LS	\$ 9,500.00	1.00	\$ 9,500.00	1.00	\$ 9,500.00	\$ -
13-78	Tesco: Portable Instrument Calibrator & Accessories	LS	\$ 12,400.00	1.00	\$ 12,400.00	1.00	\$ 12,400.00	\$ -
13-79	Tesco: Submittals, Loop Drawings, Start-Up, Test, Training	LS	\$ 15,000.00	1.00	\$ 15,000.00	1.00	\$ 15,000.00	\$ -
13-80	Bid Item 3: HSQ Technologies	LS	\$ 360,170.00	1.00	\$ 360,170.00	1.00	\$ 360,170.00	\$ -
	SUB-TOTAL CONTRACT ITEMS =				\$ 18,068,000.00		\$ 18,068,000.00	\$ -
CCO #	CHANGE ORDERS							
1.1	PCO 1 - Removal of asbestos cement pipe south of Clarifier No. 5	LS	\$ 4,125.06	1.00	\$ 4,125.06	0.00	\$ -	\$ 4,125.06
1.2	PCO 4 - Disposal of excavated soil with elevated levels of lead	TON	\$ 125.07	5,000.00	\$ 625,350.00	0.00	\$ -	\$ 625,350.00
1.3	PCO 11 - Clarifier No. 5 - Upgrade bridge and deck to stainless steel	LS	\$ 40,234.10	1.00	\$ 40,234.10	0.00	\$ -	\$ 40,234.10
1.4	PCO 17 - Secondary Clarifier No. 1 Material	LS	\$ 72,739.80	1.00	\$ 72,739.80	0.00	\$ -	\$ 72,739.80
1.5	PCO 19 - Prepare and coat existing piping and appurtenances in Aeration Basins No. 4 and 5	LS	\$ 7,719.77	1.00	\$ 7,719.77	0.00	\$ -	\$ 7,719.77
2.1	PCO 6 - Design Change 4 - RAS pump station level instrument relocation	LS	\$ 2,192.34	1.00	\$ 2,192.34	0.00	\$ -	\$ 2,192.34
2.2	PCO 8 - Grounding rods and boxes	LS	\$ 7,372.76	1.00	\$ 7,372.76	0.00	\$ -	\$ 7,372.76
2.3	PCO 9 - Design Change 6 - Added conduits under MCC-8 enclosure	LS	\$ 1,926.07	1.00	\$ 1,926.07	0.00	\$ -	\$ 1,926.07
2.4	PCO 12 - RFI 48 - Repairs in AB No. 2 at cold joint	LS	\$ 65,623.86	1.00	\$ 65,623.86	0.00	\$ -	\$ 65,623.86
2.5	PCO 13 - Pipe Support Material and AA flex couplings	LS	\$ 11,917.80	1.00	\$ 11,917.80	0.00	\$ -	\$ 11,917.80
2.6	PCO 16 - Design Change 12 - Conductor/Conduit changes for AB 1-3	LS	\$ 15,282.10	1.00	\$ 15,282.10	0.00	\$ -	\$ 15,282.10
2.7	PCO 18 - Design Change 11 - REXA actuator breaker and conductors	LS	\$ 3,384.36	1.00	\$ 3,384.36	0.00	\$ -	\$ 3,384.36

2.8	PCO 27 - Additional lead offhaul	TON	\$ 125.07	1,592.53	\$ 199,177.73	0.00	\$ -	\$ 199,177.73
3.1	PCO 2 - Mixed liquor pipe per DC No. 2	LS	\$ 25,568.95	1.00	\$ 25,568.95	0.00	\$ -	\$ 25,568.95
3.2	PCO 7 - Mud valve installation in aeration basin no. 2	LS	\$ 6,325.84	1.00	\$ 6,325.84	0.00	\$ -	\$ 6,325.84
3.3	PCO 14 - Covering of contaminated piles	LS	\$ 27,419.32	1.00	\$ 27,419.32	0.00	\$ -	\$ 27,419.32
3.4	PCO 15 - Flume 5/6 modifications	LS	\$ 33,344.45	1.00	\$ 33,344.45	0.00	\$ -	\$ 33,344.45
3.5	PCO 20 - DC 13 - Thickened walls at RAS Pipe Penetrations	LS	\$ 7,530.73	1.00	\$ 7,530.73	0.00	\$ -	\$ 7,530.73
3.6	PCO 23 - Scum line piping changes	LS	\$ (12,384.58)	1.00	\$ (12,384.58)	0.00	\$ -	\$ (12,384.58)
3.7	PCO 24 - Coating of owner-supplied actuator for AB 4-7 clarifier box	LS	\$ 589.05	1.00	\$ 589.05	0.00	\$ -	\$ 589.05
3.8	PCO 26 - Installation of Clarifier No. 1 equipment	LS	\$ 165,960.67	1.00	\$ 165,960.67	0.00	\$ -	\$ 165,960.67
4	Global Settlement	LS	\$ 25,000.00	1.00	\$ 25,000.00	0.00	\$ -	\$ 25,000.00
5.1	PCO 25 - Kick Plate on Intermediate Landings at BB # 1 & 2, and EB #7	LS	\$ 5,204.25	1.00	\$ 5,204.25	0.00	\$ -	\$ 5,204.25
5.2	PCO 29 - Annubar relocation per DC #16 and RFI #67	LS	\$ 23,885.53	1.00	\$ 23,885.53	0.00	\$ -	\$ 23,885.53
5.3	PCO 31 - RFI # 103 - Revised Platform Detail for Aeration Basins 1 & 3	LS	\$ 5,402.65	1.00	\$ 5,402.65	0.00	\$ -	\$ 5,402.65
5.4	PCO 32 - 1" SA Line Removal	LS	\$ (10,528.56)	1.00	\$ (10,528.56)	0.00	\$ -	\$ (10,528.56)
5.5	PCO 36 - 12 kV Ductbank Extension	LS	\$ 90,719.06	1.00	\$ 90,719.06	0.00	\$ -	\$ 90,719.06
5.6	PCO 37 - Drain Rock (Landscape Rock)	LS	\$ 5,997.60	1.00	\$ 5,997.60	0.00	\$ -	\$ 5,997.60
5.7	PCO 28 - #5 Rebar Dowels in Basins 6/7	LS	\$ 5,741.21	1.00	\$ 5,741.21	0.00	\$ -	\$ 5,741.21
5.8	PCO 3 - DC #1 - EJ in Basins 1-3	LS	\$ 17,379.88	1.00	\$ 17,379.88	0.00	\$ -	\$ 17,379.88
5.9	PCO 10 - RFI - 6 Dowel Spacing in Basin 4-7	LS	\$ 2,079.88	1.00	\$ 2,079.88	0.00	\$ -	\$ 2,079.88
5.1	PCO 33 - AB No. 3 - 8" mud valve demo and installation (RFI 5 & PCO 7)	LS	\$ 7,281.28	1.00	\$ 7,281.28	0.00	\$ -	\$ 7,281.28
5.11	PCO 34 - RFI 48 - Cold Joint Repairs for AB 1 & 3	LS	\$ 50,621.43	1.00	\$ 50,621.43	0.00	\$ -	\$ 50,621.43
5.12	PCO 35 - Replace FRP Weir in AB #1	LS	\$ 3,083.39	1.00	\$ 3,083.39	0.00	\$ -	\$ 3,083.39
5.13	PCO 38 - RAS Pump Opening Cover - DC #18	LS	\$ 1,176.90	1.00	\$ 1,176.90	0.00	\$ -	\$ 1,176.90
6.1	PCO 40.2 - Final Miscellaneous Extra Work	LS	\$ 53,741.53	1.00	\$ 53,741.53	0.00	\$ -	\$ 53,741.53
7.1	PCO 051 - Modify Degritter #3 Installation	LS	\$ 36,977.08	1.00	\$ 36,977.08	0.00	\$ -	\$ 36,977.08
	SUB-TOTAL CHANGE ORDER ITEMS =				\$ 1,635,163.29		\$ -	\$ 1,635,163.29
	TOTAL PROJECT =				\$ 19,703,163.28		\$ 18,068,000.00	\$ 1,635,163.29

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

**NOTICE OF COMPLETION
CITY PROJECT NO. 15-39C
TURLOCK REGIONAL WATER QUALITY CONTROL FACILITY
SECONDARY CLARIFIER NO. 5 AND DENITRIFICATION**

Notice is hereby given that work on the above-referenced project located at the 901 S. Walnut Road, Turlock, California 95380, was completed by the undersigned agency on January 25, 2022. The contractor of work is CW Roen Construction Company, 40 Oak Court, Danville, California 94526, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

(Signature- Gary L. Taylor, P.E., Acting City Engineer, Owner's Agent),
City of Turlock

VERIFICATION

I, the undersigned, Acting 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

GARY L. TAYLOR, P.E.
ACTING CITY ENGINEER
OWNER'S AGENT

Executed on January 26, 2022, at Turlock, California, Stanislaus County

City Council Staff Report

January 25, 2022



From: Katie Quintero,
Deputy Director of Development Services / Planning Manager

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

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 2 in the amount of \$81,126.01 (Fund 420) with Clark Bros., Inc., of Fresno, California, for City Project No. 20-027 "City Wide Chlorination" bringing the contract total to \$4,374,881.51

2. SYNOPSIS:

This action approves Contract Change Order No. 2 for City Project No. 20-027 "City Wide Chlorination" and it approves the necessary appropriation for the project.

3. DISCUSSION OF ISSUE:

On December 8, 2020, the City Council approved an agreement to Clark Bros., Inc., of Fresno, California for the construction of City Project No. 20-027 "City Wide Chlorination." This project includes the addition of new disinfectant systems at eighteen (18) wells and three (3) storage tanks within the City's water system (21 sites total).

Contract Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$ 4,116,000.00	December 8, 2020
Change Order No. 1	\$ 177,755.50	November 9, 2021
Change Order No. 2	\$ 81,126.01	January 25, 2022
Adjusted Total Contract	\$ 4,374,881.51	

Contract Change Order No. 2 includes the following items of work that are out of scope of the contract documents. All items have been reviewed and are recommended for approval by the City's firm providing hired design engineering and construction management services for this project, Provost & Pritchard, as well as the City's assigned project manager.

- **Well Site 15 - Drainage Revisions - \$15,748.12**

The drain for the new chlorine analyzer was originally to be routed to an existing unused meter vault however it was determined that this option would not be viable for the required drainage needs. The only available drainage option was to re-route the drainage to an existing drainage inlet located in the curb at the street. In addition, additional drainage of the existing site in front of the Well 15 Building was requested by City Municipal Services staff to correct existing problems. Work was completed on a time and materials basis.

- **Well Site 13 - Drainage and Security Fence Additions - \$14,504.54**

The drain for the new analyzer was originally to be routed to the street curb in front of Well 13. Because the flow from the analyzer will be a continuous stream while in operation, it was decided to install a dry well within the site to meet this drainage need. This item also includes additional work to provide a continuous 6 foot high fence to improve security of the site, as there were segments where the existing fencing was as low as 42 inches high.

- **Well Sites 20 & 22 - Added Valves on Discharge Headers - \$17,911.69**

The City requested that existing valves that were inoperable be replaced with new valves at these two well sites. The work involving the installation of the new valves at each site was completed on a time and materials basis.

- **Revised Radios for Local SCADA Panels - \$19,819.50**

The new local SCADA panels for the well and tank sites was originally required to only operate on the City's existing radio frequency for transmission of data from the well site to the existing master control panel. As the City continues with its migration from the current proprietary SCADA platform served by HSQ to the new open source VTScada platform, it was noted there would be an overlay in the time when both systems would be in operation. To minimize a potential problem, it was decided to procure new radios for the upgraded panels to allow for operation on the original radio frequency as well as via cellular radio to minimize the potential of interference between the two systems. As such, the new radios were revised to provide this capability.

- **Well 13 - Added Curb Along Canal Side of Pavement - \$13,142.16**

The existing grading for the new asphalt was originally designed to match the existing dirt grades at the site. It was noted in the field that matching the existing grade profiles would cause problems with the installation and appearance of the new asphalt concrete pavement. It was decided to add an 18 inch curb along the new pavement area and the canal to allow for a smoother installation of the new pavement.

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. 2 is necessary to modify the contract value to reflect the additions to the scope of work described herein.

5. FISCAL IMPACT / BUDGET AMENDMENT:

***NOTE - No General Fund money will be used for this project.**

The designated project account number is 420-52-551.51367 "Chlorination of Well Sites (21)." A 10% construction contract contingency in the amount of \$411,600 was identified at the time of the award of bid of the construction contract. Change Order No. 1 and No. 2 total \$258,881.51 and falls within the original 10% contingency identified.

6. STAFF RECOMMENDATION:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

On December 8, 2020, the City Council adopted a Mitigated Negative Declaration and Mitigation Monitoring Reporting Program for the project based on an Initial Study submitted to the Stanislaus County Clerk submitted on November 3, 2020. No additional environmental determination is needed at this time.

9. ALTERNATIVES:

- A. Council could choose to not approve Contract Change Order No. 2. Staff does not recommend this alternative as the additional work is necessary to modify the contract value to reflect the additions to the scope of work described herein.



CONTRACT CHANGE ORDER

Date issued: January 25, 2022 **Change Order No.:** 2
Project Name: City Wide Chlorination

Clark Bros., Inc. **Project No.:** 20-027
 745 Broadway St **Original Contract Amount:** \$4,116,000.00
 Fresno, California 93721 **Contract Award Date:** 12/8/2020
 (559) 272-8168

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

ITEM	Unit:	Quantity:	Unit Price:	Total:	
2.01	Well Site 15 - Drainage Revisions (PR-006)	LS	1	\$15,748.12	\$15,748.12
2.02	Well Site 13 - Drainage and Security Fence Additions (PR-009)	LS	1	\$14,504.54	\$14,504.54
2.03	Well Sites 20 & 22 - Added Valves on Discharge Headers (PR-012)	LS	1	\$17,911.69	\$17,911.69
2.04	Revised Radios for Local Scada Panels (PR-015)	LS	1	\$19,819.50	\$19,819.50
2.05	Well 13 - Added Curb Along Canal Side of Pavement (PR-023)	LS	1	\$13,142.16	\$13,142.16
				Total this CCO=	\$81,126.01
The original contract sum =					\$4,116,000.00
Net change by previous change orders =					\$177,755.50
The contract sum will increase in the amount of =					\$81,126.01
The new contract sum including this change order will be =					\$4,374,881.51
The contract time will not be amended by this change order					

Accepted: _____
 Clark Bros., Inc., Contractor

Date: _____

Recommended: _____
 Gary Taylor, P.E., Acting City Engineer

Date: _____

Approved: _____
 Sarah Tamey Eddy, Interim City Manager

Date: _____

City Council Staff Report

January 25, 2022



From: Katie Quintero
Deputy Director of Development Services / Planning Manager

Prepared by: Randall Jones, Associate Engineer

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Awarding a Retainer Agreement with GHD, Inc. of San Luis Obispo, California, for City Project No. 21-030 "RFQ for Traffic Engineering Services" in an amount not to exceed \$150,000 annually or \$600,000 in total

2. SYNOPSIS:

This action will award a multi-year retainer agreement to one consulting firm to provide traffic engineering services for the City of Turlock.

3. DISCUSSION OF ISSUE:

The City's Engineering Division is responsible for providing engineering design and oversight of designs produced by private engineering firms. The City Engineering Division has limited ability to provide in-house design work due to reductions in staffing levels, particularly as it pertains to traffic engineering studies. The City has relied on consulting firms to provide traffic engineering studies and related technical professional services in order to continue delivering capital improvements and support development by private groups and individuals. The preferred mechanism for soliciting services from consulting firms consist of a process to advertise a Request for Qualifications (RFQ), select a number of firms based on their demonstrated qualifications and experience, enter into a multi-year retainer agreement with each firm, then solicit services for specific projects by way of staff-issued Service Requests up to a not-to-exceed total cost as specified in the retainer agreement. Retainer agreements provide the ability for staff to promptly seek services without having to go through a formal Request for Proposals (RFP), proposal review, and award process for each project or task order.

City staff advertised an RFQ for traffic engineering services on September 29, 2021. On October 22, 2021, four (4) proposals were received in accordance with the submission due date for City Project No. 21-030 "RFQ for Traffic Engineering

Services.” City Engineering staff evaluated and ranked each proposal in accordance with the guidelines of the RFQ and recommends approval of a retainer agreement with one consultant. The table below lists the firms that submitted a proposal as well as the one that is recommended for award of the retainer agreement.

Consulting Firm	Recommended for Award of Agreement
GHD, Inc.	X
TJKM Transportation Consultants	
Interwest Consulting Group	
Minagar & Associates, Inc.	

Staff is recommending a multi-year retainer agreement with GHD, Inc. with a term of four (4) years expiring December 31, 2025, and an annual maximum compensation amount not to exceed \$150,000. Funds for traffic engineering services will be paid for through the funding source of the various projects requiring these services. Entering into a retainer agreement can provide faster response times and mitigate project delays due to consultant availability.

4. BASIS FOR RECOMMENDATION:

- A) Pursuant to the Turlock Municipal Code, City Council approval of the Agreement is required prior to execution of the contract with a consultant.
- B) Retainer agreements provide staff with the ability to solicit services for various projects without separately requesting, evaluating, and awarding agreements for individual projects.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Not to exceed \$150,000 annually over the term of the agreement, expiring December 31, 2025. Funds for traffic engineering services will be paid for through the funding source for the various projects requiring these services.

No General Funds will be used for this action.

6. STAFF RECOMMENDATION:

Recommend approval.

7. CITY MANAGER’S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

In accordance with Section 15378 of the CEQA Guidelines this action does not meet the definition of a project subject to CEQA. Therefore a determination is not required for this action.

9. ALTERNATIVES:

A. Council could reject the award of the consultant agreement. Staff does not recommend this alternative due to the fact that traffic engineering services are necessary to deliver capital improvements for the City.



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
GHD, INC.
for
TRAFFIC ENGINEERING SERVICES**

City Project No. 21-030

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and GHD, INC. (“Professional”), on this 25th day of January 2022 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with Project No. 21-030 “Traffic Engineering Services” (the “Project”).

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference (“Services”). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the schedule or timeline for providing the Services (“Completion Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

D. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 51 of this Agreement, Sections 1 through 51 shall prevail.

2. **Term.** The term of this Agreement shall be four (4) years and will commence on the Effective Date and terminate on the 31st day of December, 2025 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. **Extension of Agreement.** None

4. **Effective Date.** This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”).

5. **Work.**

5.1. **Services.** Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibit A** and the specific services delineated by the City Engineer in one or more written Service Requests submitted to Professional during the Term. These Service Requests shall be numbered consecutively and attached to and controlled by the terms of this Agreement. Each such Service Request shall set forth the exact Services to be performed by Professional and the total compensation due Professional for such Services. Professional must sign and return these Service Requests before undertaking the services described therein. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services (“Modification” or “Modifications”). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

5.2. **City Requested Modification of Services.** City may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Professional’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

5.3. **Professional Requested Modification in Services.** Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional's proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

(b) City agrees that the work requires a Modification;

(c) City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work. Compensation for any additional Services shall not exceed Two Hundred Eighty and No/100th Dollars (\$280.00) per hour.

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed One Hundred Fifty Thousand and No/100th Dollars (\$150,000.00) annually ("Maximum Payment"), or Six Hundred Thousand and No/100th Dollars (\$600,000.00) over the four-year (4) term of the Agreement, unless the Parties mutually agree in writing otherwise.

6.2. Subsequent Payments. City shall make monthly payments in the amount invoiced by Professional within thirty (30) calendar days of receiving such invoice. In the event that an amount of an invoice is in dispute, City shall inform Professional of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

6.3. Invoices. Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

7. **Notice to Proceed.** Professional shall not commence the performance of the Services until it has been given notice by City (“Notice to Proceed”), with which City shall also deliver the Deposit.

8. **Time of Performance.** Professional warrants that it will commence performance of the Services within fourteen (14) calendar days of the date the agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. **Time and Personnel Devoted to Services.** Professional shall devote such time and personnel to the performance of this Agreement, as is necessary to perform the Services in compliance with the Completion Schedule, Compensation Schedule, and this Agreement.

10. **Performance by Qualified Personnel; No Subcontracting.** Services under this Agreement shall be performed only by competent personnel under the supervision and direct employment of Professional. Professional will conform with City’s reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City’s request, shall be supervised by Professional. Professional is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by City in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

11. **Representations of Professional.** City relies upon the following representations by Professional in entering into this Agreement:

11.1. **Qualifications.** Professional represents that it is qualified to perform the Services provided in **Exhibit A** and that it possesses the necessary licenses and permits required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Professional shall also ensure that all subcontractors are similarly licensed and qualified. Professional and all subcontractors shall also obtain a business license from City before they commence performance of the Services. Professional represents and warrants to City that Professional shall, at Professional's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Professional to practice Professional's profession at the time the Services are rendered.

11.2. **Professional Performance.** Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Professional shall be completed using the best practices available for the profession. Professional agrees that, if a Service is not so performed, in

addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

11.3. No Waiver of Claims. The granting of any progress payment by City, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of City, or state certification shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Professional to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

11.4. City's Remedies are Cumulative. Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Professional may have under this Agreement or any applicable law. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

11.5. No Conflict of Interest. Professional represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

12. Conformity with Law and Safety. Professional shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the Americans with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Professional must be in accordance with these laws, ordinances, codes and regulations. Professional's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Professional's subcontractor, if any; (c) name and address of Professional's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Professional shall immediately notify City. Professional shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

13. Contact by Professional with Project Owner or Project Applicant. Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project without the prior consent of the Contractor Administrator. In no event shall Professional take any instructions or directions from an Interested Party on any matter pertaining to the Professional's Services to be performed for City under this Agreement.

14. Confidentiality. Professional understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Professional may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information").

Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization. Professional may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Professional agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

Notwithstanding the foregoing, Professional may disclose Confidential Information required to be disclosed under law, provided that, prior to disclosure, Professional shall first give notice to City and make a reasonable effort to obtain a protective order requiring that City's Confidential Information not be disclosed. This exception is limited to the extent disclosure is required under law.

15. Excusable Delays; Notice to Other Party of Delay. Professional shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Professional. Force Majeure does not include: (a) Professional's financial inability to perform; (b) Professional's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Professional's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Professional.

16. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

17. Suspension of Services by City. City reserves the right to suspend Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice,

suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Professional for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement. Such arbitration shall be commenced by the Professional no later than sixty (60) calendar days following the event which entitles the Parties to pursue arbitration unless the Parties agree in writing to an extended time period for commencement of arbitration. Unless otherwise agreed in writing, all Parties shall carry on the Services and perform their duties during any arbitration proceedings, and City shall continue to make payments for the Services in progress as required by this Agreement.

18. Ownership of Work Product. Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails or any original works of authorship created by Professional or its subcontractors or subcontractors in connection with Services performed under this Agreement ("Products") shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event it is ever determined that any Product created by Professional or its subcontractors, or subcontractors under this Agreement, are not works for hire under U.S. law, Professional hereby assigns all copyrights to such Products to City. With the prior written approval of City's point of contact for the Project, Professional may retain and use copies of such Products for reference and as documentation of its experience and capabilities.

All Products shall become the property of City irrespective of where located or stored, and Professional agrees to deliver all such documents and information to City, without charge and in whatever form it exists, on the completion of the Professional's Services hereunder. Professional shall have no ownership interest in such Products.

All work product of Professional under this Agreement, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specified in **Exhibit A**.

When this Agreement is terminated, Professional agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received

from City, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

19. Termination of Work by City for Its Convenience. City shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Professional. In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

(a) Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Professional. If City terminates this Agreement after City has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, City shall pay Professional the reasonable value of the Services rendered by Professional pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement.

(c) Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Professional after the date of the notice of termination.

20. Assurance of Performance. If, at any time, City believes Professional may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Professional for written assurances of performance and a plan to correct observed deficiencies in Professional's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

21. Cancellation for Breach by Either Party. Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If City cancels this Agreement for breach and it is subsequently determined that Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately

caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

22. Non-Discrimination. In its performance of the Services, Professional shall adhere to City's EEO Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations."

In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs (OFCCP) that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

23. Arbitration of Disputes. All claims, disputes, and other matters in question between City and Professional arising out of or relating to this Agreement or the breach thereof, including claims of Professional for extra compensation for Services related to the Project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 to 1284.2 of the California Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in this Agreement. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay and liquidated damages, if any, provided for in this Agreement, matters involving defects in the work product of the Professional, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

The Parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving of the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Stanislaus County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorneys' fees incurred by the prevailing party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All parties to the arbitration shall be entitled to the discovery procedures as provided in Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

24. Insurance Coverage. During the Term, the Professional shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide City with written proof of said insurance. Professional shall maintain coverage as follows:

24.1 General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000).

24.2 Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000) per accident, with a One Million Dollars (\$1,000,000) policy limit for bodily injury by disease, and a One Million Dollars (\$1,000,000) limit for each employee's bodily injury by disease.

24.3 Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect

to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives (“City’s Agents”); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

24.4 Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

24.5 Waiver of Subrogation. With the exception of errors and omissions liability insurance, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional 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 Professional, its agents, employees, independent contractors, and subcontractors. Professional agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

25. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement (“Certificates”), excluding the required workers’ compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers’ compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days’ prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City’s Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City’s Agents and any insurance or self-insurance maintained by City or City’s Agents shall be in excess of Professional’s insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

26. Indemnification by Professional. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City’s Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively “Liabilities”). Such obligations to defend, hold harmless, and indemnify City and City’s Agents shall not apply to the extent that

such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

27. Liability of City. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

28. Independent Contractor. At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional performs the Services required under this Agreement. Professional shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Professional. City shall have the right to control Professional only insofar as the result of Professional's Services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

29. Professional Not Agent. Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

30. Payment of Taxes and Other Expenses. Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Professional.

31. Notices. All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

If to City:

**City of Turlock
Attn: City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5461**

With courtesy copies to:

**Petrulakis Law & Advocacy, APC
Attn: George A. Petrulakis, City Attorney
P.O. Box 92
Modesto, California 95380**

If to Professional:

Attn: _____

32. City Contract Administrator. City’s contract administrator and contact person for this Agreement is:

Randall Jones
Associate Engineer
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-6021
E-mail: Rjones@turlock.ca.us

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

34. Modification. No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

35. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

36. Assignment. No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement, in whole or in part, to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

37. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

38. Drafting and Ambiguities. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

39. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

40. Venue. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

41. Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

42. Counterparts. This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

43. Audit. City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Professional's charges to City under this Agreement.

44. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written.

45. Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

46. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

47. Successors and Assigns. All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

48. Headings. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

49. Attorney's Fees and Costs. If any action at law or in equity not resolved pursuant to the "Arbitration of Disputes" section of this Agreement, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a

separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

50. Necessary Acts and Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

51. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

[Signatures on Following Page]

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

PROFESSIONAL

**GHD, Inc., a
private corporation**

By: _____

Print Name: _____

Title: _____

Date _____

CITY

**City of Turlock, a California
municipal corporation**

By: _____
Sarah Tamey Eddy, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Katie Quintero, Deputy Director of
Development Services / Planning Manager

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, Interim City Clerk

SERVICE REQUEST NO. ____ - ____

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Agreement for Traffic Engineering Services (“Agreement”) dated January 25, 2022, between the City of Turlock (“City”) and _____ (“Consultant”).

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

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

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

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

CITY OF TURLOCK, a municipal corporation

By: _____

By: _____

City Engineer

Title: _____

Date: _____

Address:

Phone: _____



Proposal for

On Call Retainer for Traffic Engineering Services

Project No. 21-030

City of Turlock

October 22, 2021

→ The Power of Commitment





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This document is and shall remain the property of GHD. The document may only be used for the purpose for which it was commissioned and in accordance with the Terms of Engagement for the commission. Unauthorized use of this document in any form whatsoever is prohibited.

→ The Power of Commitment

669 Pacific Street, Suite A
San Luis Obispo, CA 93401
United States
www.ghd.com



October 22, 2021

Randall Jones, Associate Engineer
City of Turlock, Development Services Department
156 South Broadway, Suite 150
Turlock, CA 95380

RE: Proposal for On Call Retainer for Traffic Engineering Services – City Project No. 21-030

Dear Mr. Jones,

GHD has assisted the City with its Traffic Engineering needs for many years. Over that time, we have helped the City successfully navigate challenging planning, engineering and design efforts, from small impact studies to Citywide plans. We are excited for this opportunity to continue offering our full range of Traffic Engineering Services on an on call basis, including:

- Third Party Peer Review of Traffic Engineering Work
- Traffic Engineering Studies and Analysis
- Traffic Calming and Safety Studies
- Traffic Engineering Reports and Presentations to Community, Boards and City Council
- Preparation of Conceptual Designs, Plans and Specifications
- Intersection Control Evaluation (ICE)
- Active Transportation Planning and Design
- Traffic Operations and Simulation Analysis
- Traffic Signal Design, Signal Timing and Signal Synchronization
- Traffic Impact Analysis and Fee Studies
- Trip Generation Studies and VMT Analysis

Our business model is centered on our ability to provide “a designers insight” to transportation planning and traffic engineering projects – a dynamic insight, which we pride ourselves in and which we believe separates us from our competition. Our planning and traffic engineering team is able to draw from the experience of our design engineers, surveyors, landscape architects, and construction managers. This provides a quick-response “peer review” process between in-house disciplines and ensures projects we proposed pass the test of “real world” feasibility.

This “model” has been successful as shown by the fact that over 85% of our business is repeat business. In Turlock, for example, we have worked on over 40 projects since 1995. Other examples include:

- Arroyo Grande (35 projects)
- Dublin (63 projects)
- Galt (48 projects)
- Rocklin (43 projects)
- Monterey County (15 projects)

With 20 years of experience in Turlock, you can trust us to understand the context of your local issues and to be responsive, timely, and fiscally responsible. We are committed to finding cost effective solutions that work for your City and we look forward to continuing our longstanding successful partnership. If you have any questions, please do not hesitate to contact me.

Regards,

Handwritten signature of Kamesh Vedula in blue ink.

Kamesh Vedula, PE, TE
Principal-in-Charge
916.918.0622
kamesh.vedula@ghd.com

Handwritten signature of Jay Walter in blue ink.

Jay Walter, PE, TE
Project Manager
805.858.3141
jay.walter@ghd.com

→ The Power of Commitment

1. General Information, Background, & Experience

→ The Power of Commitment



→ 1. General Information, Background, & Experience



GHD provides transportation planning and engineering, environmental, advisory, digital, and construction services to private and public sector clients. Operating globally and delivering services locally, we offer clients the ability to develop a working relationship with our local staff while having access to our global experience base. Put simply, we work where our clients work. Our business model is to work internationally and deliver locally.



A. General Information

Our team offers decades of knowledge in transportation engineering and brings a deep understanding of the City of Turlock's needs, having worked on past projects. As shown throughout this proposal, our team brings:

- Familiarity and understanding of local issues
- Proven experience in navigating through complex planning, engineering, and design
- A history of working with the City
- Qualified personnel with relevant and recent experience to manage various project scopes
- Extensive experience with On Call Contracts for local agencies

We are a team you know and can trust. Our proposed Project Manager is Jay Walter, PE, TE, with Kamesh Vedula, PE, TE as the Principal-in-Charge. Our team is based out of our San Luis Obispo and Roseville offices, and readily accessible to respond to the City's needs.

Firm Information

669 Pacific Street, Suite A
San Luis Obispo, CA 93401
T. 805.242.0461
www.ghd.com

90+ years in operation
135+ countries served
200+ offices worldwide
\$2.3^B revenue 2020
5 global markets
10^K people
50+ service lines

↳ Providing engineering, environmental, advisory, architecture, digital and construction services



Authorized Personnel

Kamesh Vedula, PE, TE, Principal-in-Charge
916.918.0622
kamesh.vedula@ghd.com

Overall Project Contact

Jay Walter, PE, TE, Project Manager
805.858.3141
jay.walter@ghd.com

Financial Standing

GHD is an employee-owned company that has been in continual operation since its founding in 1928 and has enjoyed 92 years of profitability. With a strong balance sheet that is well-funded, and with net assets exceeding \$59 million USD, GHD maintains favorable funding arrangements with its bank HSBC. Global revenues exceed \$1 billion USD annually and with low levels of intangible assets and conservative gearing, GHD has a firm platform for further growth.

Our USA West Region is comprised of 400+ FTE professionals located in offices throughout the West Coast and US Micronesia with annual revenues of \$80 million.

B. Firm Background / Services & History

Established in 1928, GHD is a wholly-owned subsidiary – a privately held international engineering firm owned by our people and operating across five continents. We are one of the world's leading professional services companies for Transportation Engineering. Our people can offer decades of knowledge and a deep understanding of the challenges facing businesses and communities today. Moreover, our team has a 20-year history with the City of Turlock, which provides a unique understanding of the City's needs and understanding of local issues. Our technical capabilities are shown on past projects such as the initial alignment study for the Christoffersen Parkway to modifications of interchanges on State Highway 99; delivering various transportation services to the City such as traffic impact analysis, signal design, and signal coordination studies to assist with the General Plan Circulation Element Update and Impact Fee work. In addition, our relationship with other agencies such as Caltrans and the County of Stanislaus helps to facilitate project coordination and completion.

Our firm's experience in delivering similar projects, including those for public agencies is found in the next section.

Available Services

GHD has an excellent performance record with municipal and government agencies throughout California. Many of GHD's past and current projects include the following transportation services:

- Third Party Peer Review of Traffic Engineering Work
- Traffic Engineering Studies and Analysis
- Traffic Calming and Safety Studies
- Traffic Engineering Reports and Presentations to Community, Boards and City Council
- Preparation of Conceptual Designs, Plans and Specifications
- Intersection Control Evaluation (ICE)
- Active Transportation Planning and Design
- Traffic Operations and Simulation Analysis
- Public Outreach & Interagency Coordination

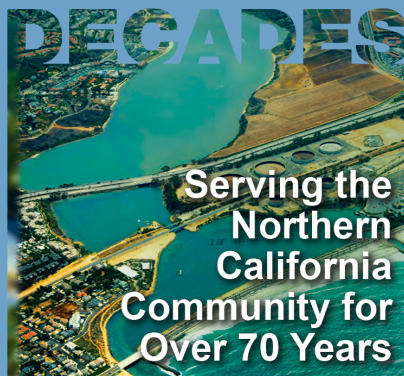
- Traffic Signal Design, Signal Timing and Signal Synchronization
- Traffic Impact Analysis and Fee Studies
- Trip Generation Studies and VMT Analysis

Other Optional (As-Needed Services)

- Motorized and Non-Motorized Transportation
- Complete Streets / Streetscape Design
- Civil Engineering
- Landscape Architecture / Wayfinding
- Roundabout Planning / Design
- Construction Management
- Grant / Application Writing and Preparation



RISING
Ranked #26
on 2020 ENR
Top 500
Design Firms



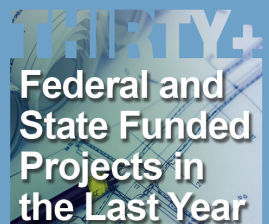
DECADES
Serving the
Northern
California
Community for
Over 70 Years



LEADING
Local Firm in
Transportation
Services



SAFE
ISO
9001:2015



THIRTY+
Federal and
State Funded
Projects in
the Last Year

C. Demonstrated Technical Capabilities

Public Agency Experience

Our firm's experience in delivering similar projects, including those for public agencies, is found in this section. GHD has worked with multiple agencies and stakeholders, providing transportation engineering services in various disciplines for over 50 clients throughout California.

Familiarity Working With the City

Turlock Transportation Planning / Engineering Services

Since 1995, GHD has been providing continuous transportation planning and traffic engineering services to the City. Partly on Retainer Contract and partly through the competitive selection process, GHD has updated their Circulation Element and TIF program, assisted in their area master planning, modified three SR 99 interchanges, prepared countless Traffic Impact Analyses, and most recent most recently the Citywide Engineering and Traffic Survey Update. For over 19 years, GHD continues to meet the transportation needs of the growing Turlock community.

Similar Experience Project Experience

Please refer to pages seven and beyond in this section for a summary of similar project experience working on multi-disciplined transportation projects.

Traffic Engineering Services

Traffic engineering consists of many separate disciplines, from traffic operations to parking analysis. These disciplines form the core of larger planning or design projects. We know that the “devil is in the details”, and traffic engineering is all about details. Every project we undertake requires some level of traffic engineering expertise, whether a large-scale circulation study, or a site access issue. Understanding the complex world of traffic flow and capacity limits is our specialty.

Transportation Planning and Modeling

Transportation Planning typically addresses a combination of short-term and long-term circulation, access, and mobility concerns. Our transportation

planning work consists of a wide variety of studies, for example, developing a feasibility study, neighborhood traffic calming plan, ADA transportation planning and implementation, safe routes to school plan, school audits and recommendations, circulation elements, ATPs, grant applications, and development of impact fee programs. GHD utilizes quality control and effective communication at every level of effort. In past on call arrangements, GHD has completed a wide variety of transportation planning efforts, ranging from city-wide plans to local neighborhood studies, and every scale in between.

Comprehensive citywide planning efforts that GHD has completed during past On Call contracts include preparing Transportation Master Plans, Circulation Element Updates, Traffic Impact Analysis Guidelines, Development Impact Fee Updates, Travel Demand Model Updates, ATPs, Bicycle and Pedestrian Master Plans, Safety Analyses, and Capital Improvement Program Updates. Neighborhood and community-level planning efforts that GHD has completed during past On Call contracts include preparing Multimodal Corridor Studies, Complete Streets Plans, Traffic Calming Studies, Local Safety Studies, and Safe Routes to School (SRTS) Studies. GHD is also regularly asked to prepare traffic impact analyses for proposed infrastructure projects or land use plans. GHD has extensive experience identifying and developing funding and implementation plans for future transportation improvement needs. We understand the performance metrics utilized in statewide and federal grant programs and have demonstrated our ability to secure competitive grant money for equitable local transportation projects.

Innovative or Advanced Techniques

GHD utilizes the latest in technologies in in data analytics and AI, system reliability and resiliency, defensible implementation plan, and is uniquely located to act as a binder between transit agencies, various vendors, policymakers, and suppliers.

We use ArcGIS software to house multiple forms of data from a speed survey, collision analysis, or other data intensive tasks. ArcGIS allows us to create user specific shapefiles that are deliverable to the client. In addition, we can create spatially rich maps in visualizing the data in different ways.

Similar Experience

On Call Experience

GHD has provided on call services in support of Transportation projects to more than 50 clients, in California including the following Cities:

- City of Alturas
- City of American Canyon
- City of Arroyo Grande
- City of Anderson
- City of Avenal
- City of Ceres
- City of Cotati
- City of Concord
- City of Clearlake
- City of Dublin
- City of Fresno
- City of Galt
- City of Lathrop
- City of Los Banos
- City of Monterey
- City of Newark
- City of Napa
- City of Sonoma
- City of Porterville
- City of Rocklin
- City of Red Bluff
- City of Redding
- City of Ripon
- City of Sacramento
- City of San Luis Obispo
- City of Santa Barbara
- City of Shasta Lake
- City of Tulare
- City of Turlock
- City of Williams
- City of Healdsburg
- City of Petaluma
- City of Rio Dell
- City of Rohnert Park
- City of Santa Rosa
- City of Sebastopol
- City of St. Helena
- City of Vacaville
- City of Ukiah
- County of Marin
- County of Sonoma
- Napa Valley Transportation Authority
- Town of Windsor

Our team has also served numerous other municipal agencies and counties such as:

- Fresno
- Calaveras
- Modoc
- San Luis Obispo
- Tehama
- Trinity
- Tulare RMA
- Tulare County Office of Education
- Monterey

Other

- Sierra Joint College Community District (Informal)
- UC Davis Medical Center Exeter Union School District
- CSU Fresno
- Waste Connections, Inc.
- Tulare RMA
- Tulare County Office of Education



On Call Projects



Cotati Traffic Engineering Services

GHD was initially awarded this On Call Contract in May 2010. Work completed since then for the City includes an alternatives analysis for the Cotati Downtown Specific Plan, a parking and circulation review for the Peet's Coffee located at Old Redwood Highway/Gravenstein Way, and the completion of various speed surveys. GHD held numerous well-attended public workshops as part of the Old Redwood Highway Improvement Project alternatives analysis for the Downtown Specific Plan. The study considered widening the roadway, signalization, a road diet, multimodal enhancements, and roundabouts along a corridor at the heart of Cotati.



Arroyo Grande Transportation Services

GHD has been providing transportation planning and engineering services since 1989. Over that time, we have created a Citywide Traffic Model in 1989 using Minutep software and a new model in 2006 using TransCAD software. Additionally, we have been preparing TIA and other special studies as requested. The current On Call contract dates back to 2007. GHD conducts peer reviews on behalf of the City for studies prepared by other transportation consultants. We have recently completed an updated Circulation Element, Systemic Safety Analysis Report, and Local Road Safety Plan.

Morgan Ranch Commercial/Residential Development Environmental Impact Report TIA

The City of Turlock hired GHD to prepare a TIA supporting the Environmental Impact Report for the proposed Morgan Ranch 167-acre residential and commercial development in the southeastern portion of Turlock. GHD analyzed the impacts associated with the development of the project they are; a description of the existing transportation setting; the current AM and PM peak hour traffic operations at key intersections identified by Caltrans and the City of Turlock to be studied; and the estimated approved/pending projects and proposed project trip generation and trip distribution.



Comprehensive Citywide Roadway Improvement Financing Plan

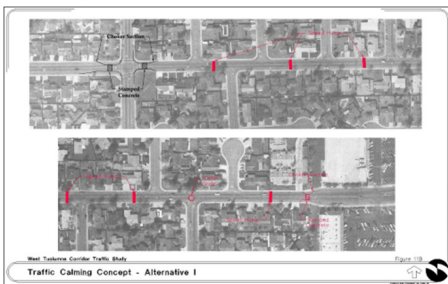
GHD prepared a comprehensive citywide fee study. Preparation of the Citywide Roadway Improvement Project Financing Plan required a fair-share allocation of improvement cost to "benefiting" property owners within the City. Per the Northwest Triangle Specific Plan, Public Infrastructure Improvements Financing Plan (also prepared by GHD for the City), the list of Financing Plan projects previously considered were integrated with a current list of Citywide Roadway Improvement Projects provided by the City and developed a composite financing plan.

Northeast Turlock Mixed Use Master Plan TIA

GHD was hired to complete a traffic impact analysis for the buildout of alternatives for the Northeast Turlock Master Plan in the city's sphere of influence. The 255-acre project site was located in the secondary sphere of influence boundary in the northeastern portion of the city. In addition to the current General Plan, two land-use scenarios are proposed. Each scenario has a mix of single-family housing, community commercial land uses, and open space. One of the scenarios proposes the development of a high school. Potential mitigation measures needed to alleviate unacceptable levels of traffic impacts at the study intersections and roadway segments, under conditions both with and without the proposed project's development, were identified and presented.

West Tuolumne Road Corridor Study Traffic Calming

The City initiated the study in response to numerous requests, complaints, and suggestions from residents along West Tuolumne Road about speeding, heavy traffic, and truck traffic. Following the completion of the Draft Study Report, the first of seven public workshops were held, where the local neighborhood and residents who use the street as a 'cut-through route' attended. As a trial, a barrier was placed just west of the neighborhood (blocking east-west travel). The test showed a major reduction in traffic impacts to the area, but for "through travelers," it confirmed their worst fears; delay & hassle. The ultimate decision became political and elevated from an issue of public safety to public rights. The solution included humps, circles, chokers, and stop controls which focused on reducing speeds and increasing safety rather than blocking access.



Christoffersen Parkway

The challenge presented with this alternatives design project was to develop an impartial, objective procedure to quantify the advantages and disadvantages associated with each alignment. A matrix analysis was developed to accomplish these goals, and using the matrix, the alternative alignments were compared and ranked with each other, which allowed for the identification of a preferred alternative.



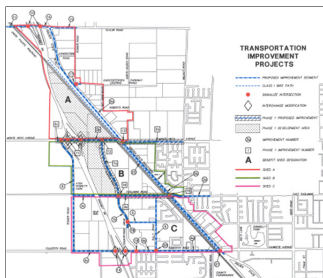
General Plan Update and Traffic Capital Improvement Fees Update

In 2010, the City embarked on a comprehensive update of its General Plan, and GHD was on the consultant team. GHD prepared the Circulation Element using the Citywide Traffic Model we developed. After completing the Circulation Element Update, cost estimates were obtained for the identified circulation improvements, and the traffic capital facilities fee was updated. Given recent changes in legislation, including SB 375 and AB 32, current policies were also updated to achieve greenhouse gas and other environmental goals.



SR 99/West Main Street Traffic Signal and Interchange PSR, PS&E, and PDS

The City of Turlock hired GHD to prepare the SR 99/West Main Street interchange widening design. The study focused on existing and future traffic operating conditions at the West Main Street intersections with Walnut Avenue, SR 99 northbound/southbound ramps, and Tully Road. The project involved the signalization of the two SR 99 on/off ramp intersections and the two adjacent intersections at South Tully Road and South Walnut Road. The signal was concurrent with the interchange widening that GHD completed. Design features included: Staggered left-turn pocket storage, Extensive re-striping of West Main Street, Interconnect design, Advanced flashing beacons, and Highway and bridge lighting.

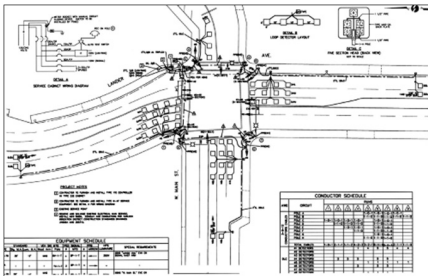


Northwest Triangle Specific Plan Infrastructure Finance Plan

GHD created a viable financing plan to fund the necessary public infrastructure of the Northwest Triangle Specific Plan area. The core public infrastructure included water, sewer, storm drainage, and transportation systems that needed to be extended and improved. GHD prepared a financing plan strategy to fund the required improvements required to meet short/long-term needs.

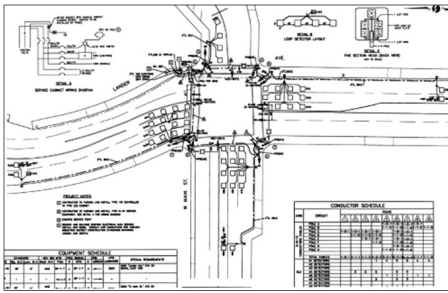
Geer Road/Downtown Area Traffic Signal Improvements and PS&E

The City of Turlock secured a State Grant to upgrade its existing traffic signal systems. Working under a very tight schedule, GHD prepared the necessary plans and specifications to meet the State Grant requirements. Preliminary plans were completed within 90 days of notice to proceed. The project involved the preparation of detailed design plans for traffic signal modification, new traffic signals, signal interconnect, and coordinated signal timing for sixteen intersections.



SR 99/Lander Avenue Traffic Signals

The SR 99/Lander Avenue traffic signal project involved the signalization of two SR 99 ramp intersections, concurrent with modifying the interchange for widening, which GHD completed. The project's purpose was to utilize the existing funds that were currently available through Federal and State sources. The traffic signals designs were completed according to Caltrans Metric standards and included interconnect, advanced flashing beacons, and highway lighting.



SR 99 Monte Vista Avenue Traffic Signal

GHD designed signal improvements at the off-ramp associated with Monte Vista Avenue Road at SR 99 in Caltrans District 10. The Monte Vista Avenue traffic signal designs involved the signalization of two SR 99 Ramp intersections and one adjacent City intersection, concurrent with the interchange widening, which GHD also completed. GHD provided the day-to-day management with Caltrans and other agencies such as PG&E. Design features included: Special order signal poles (70-foot mast arms); Advanced flashing beacons; Highway and bridge lighting; and interconnect design.



SR 99/Fulkerth Road Traffic Signal and Interchange PSR, PR, PA/ED, and PS&E

GHD prepared and processed a PSR through Caltrans District 10. The projects involved the modification of the interchange and traffic signals at Fulkerth Road associated with SR 99. GHD also designed signal improvements at the off-ramps associated with Fulkerth Road. The traffic signal designs involved signalization of two of the SR 99 Ramp intersections and one adjacent City intersection, concurrent with the interchange widening.

Value Place Commercial Project TIA

GHD prepared a TIA for the proposed Value Place Commercial Project for Turlock Public Works Department. This project lies on the southeast corner of the intersection of Fulkerth Road and SR 99. The project's proximity to the SR 99/ Fulkerth Road interchange was a significant concern for future traffic operations.



Other Turlock Projects:

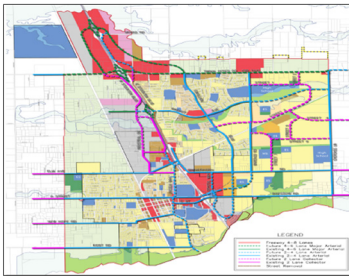
- Pedestrian and Bicycle Active Transportation Plans
- City Signal Design for Monte Vista/Countryside
- NWTSP North Area Trip Rate Study
- EAH Housing TIA
- Kilroy West Main Commercial
- Glenwood Villas TIA
- West Tuolumne Road Overcrossing Schematic Layout Study
- Active Transportation Plan (GHD sub to Alta)
- CSU Stanislaus 2019 Update Parking Study
- CSU Stanislaus 2009 Campus Master Plan

CIP, Nexus, and Fee Studies

Transportation planning helps guide communities in developing healthy, livable places. Large-scale planning projects require a blend of art and science. The complex interrelationships between land use and transportation facilities must be fully understood, along with the reality of financial and physical constraints that often dictate the transportation system's specific form. Wishful thinking and unrealistic visions can be harmful to the planning process. GHD has successfully guided many communities within California in developing transportation plans that are both financially and physically feasible. Our past work and areas of expertise include:

- Regional Transportation Plans
- Circulation Elements
- Traffic Model Development
- Major Investment Studies
- Capitol Improvement Programs

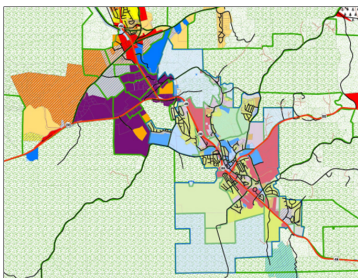
These important projects require close coordination with the local agency and consensus building with each stakeholder affected by these plans. Transportation planning cannot be successfully completed without community participation. The transportation system is designed for those that live in the community, and their input is invaluable.



Citywide Circulation Study/Traffic Model/Capital Improvement Program/Traffic Impact Fee Update - Galt

Galt hired GHD to identify a Citywide Circulation plan that achieves good north-south and east-west circulation flow within the City. To help the City, GHD developed a parcel-based Citywide Traffic Model to simulate current travel and project future traffic flows to identify circulation needs and plan for strategic improvements.

Following the Citywide Traffic Model and Circulation Study creation, GHD updated the list of recommended circulation improvements and incorporated them into a Capital Improvement Program with associated costs and financing mechanisms GHD, with assistance from Goodwin Consulting Group, then updated both the Citywide Traffic Impact Fee and the overall infrastructure fee program for the Northeast Area (NEA) of Galt.



Circulation Study and Traffic Model Update - Jackson

Utilizing a Caltrans Community Based Transportation Planning grant, the Amador County Transportation Commission, in conjunction with the City of Jackson, retained GHD to evolve the City's vision for the future into a pragmatic, financeable Circulation Improvement Program. Major components of the effort include:

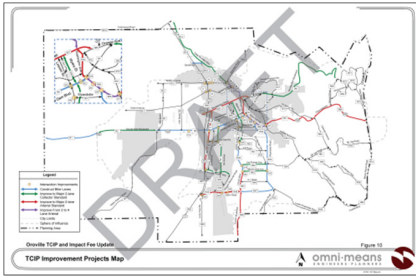
- Creating a Jackson subarea traffic model that is nested within the Amador County Travel Demand Model.
- Developing operational traffic simulations of the SR 49 corridor through the City.
- Evolving a Citywide Circulation Plan and Capital Improvement Program.
- Updating their AB 1600 Traffic Impact Fee.

Involvement of the community to explore "Complete Street" concepts to meet the multi-modal needs of the community is an essential task in identifying and adopting the Circulation Plan that the Jackson community will embrace and use as their guide.



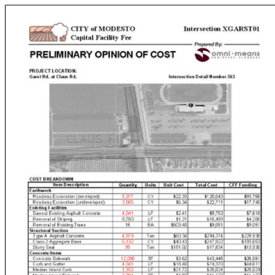
City of Benicia Traffic Impact Fee Update - Benicia

The City of Benicia retained GHD to update the City's TIF. The study's primary purpose was to bring the City's 2008 TIF up to date to reflect current development and market conditions. At the time of the last fee update's preparation, growth forecasts for the region and the City were aggressive. Since then, an economic recession and changes in land use development patterns have slowed growth to levels significantly below those initially projected at that time. Concurrently, construction and material costs had also changed. The needed infrastructure initially required to support the aggressive forecasts was re-evaluated and revised, new cost estimates reflecting current construction costs were developed, and a new nexus finding was established to calculate revised maximum allowable fee amounts.



2011 Transportation CIP (TCIP) and Traffic Impact Fee Update - Oroville

The City of Oroville completed an update to their 2030 General Plan in 2009. The City contracted with GHD to bring the City’s 2004 TCIP traffic fees up to date to reflect the recently updated General Plan and perform updates to the existing 2004 TCIP and related citywide traffic impact fees. Through consultation with the City, it was established that the Butte County travel demand model would be used to determine buildout improvement needs for this TCIP update. GHD updated the list of recommended circulation improvements and incorporated them into a CIP with associated costs and financing mechanisms. The Transportation improvement needs and related impact fees have been determined based upon the 25-year growth estimates contained within the General Plan.



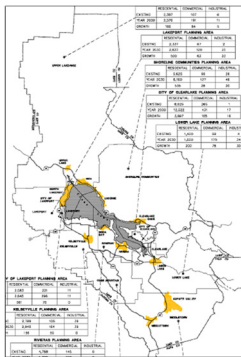
Capital Facilities Fee Street Projects - Modesto

In updating the Master Environmental Impact Report to the Modesto City General Plan, GHD identified circulation improvements to mitigate General Plan buildout conditions. Significant transportation infrastructure requirements were identified to meet the projected increases in population and employment. GHD prepared opinions of costs on over 270 improvement projects. Each improvement project was preliminarily assessed for feasibility and modified as necessary. Over \$1.2 billion in improvements were estimated. The cities' existing GIS/Facilities maps were leveraged during the cost estimating process, and improvement project data was linked to the roadway and intersection improvement features.

Traffic Modeling

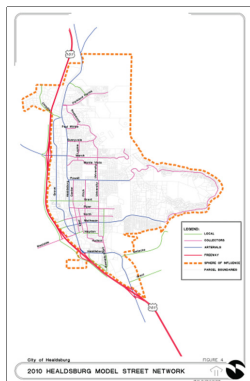
South County Nipomo Traffic Model Update - San Luis Obispo

For San Luis Obispo County, GHD prepared a community-wide traffic model for the county's southern portion, including the Nipomo Community Plan area. With the community traffic model, transportation system deficiencies were identified and required capital circulation improvements to mitigate those deficiencies. Based on cost estimates prepared by GHD on the CIP improvements, a TIF program was created consistent with nexus requirements under AB1600 and approved by the County Board of Supervisors.



Transportation Demand Model (TDM) Update and Ten-Year Capital Improvement Program - Lake County

GHD developed a countywide Ten-Year CIP for the Lake County/City Area Planning Council. First, we created a Year 2020 TDM to identify capacity improvements needs. Then working with existing data, a matrix of existing roadway data was compiled, and future Year 2020 development assumptions for the County and Cities of Lakeport and Clearlake were obtained. These land-use assumptions, along with origin/destination data obtained from the WCIP Report, were used to develop roadway and intersection level daily and peak hour travel projections. Improvement needs were determined based upon various metrics, including safety, existing/future pavement conditions, congestion, and pedestrian/bike/transit routes. A countywide aerial grid map book system has been developed to assist in the feasibility of improvements and cost estimation. Ultimately a prioritized list of fiscally constrained transportation projects has been compiled into a final report.



Avenue Bridge TDM and Traffic Analysis - Healdsburg

The City of Healdsburg TDM is not a stand-alone TDM, but rather a nested City-level refinement to the Sonoma County Transportation Authority (SCTA) TDM in support of the Healdsburg Avenue Bridge over the Russian River PA/ED and PS&E project. The TDM was created to simulate existing and future travel demand within the City. The simulation of future travel demand was essential to establish the capacity requirements for the Healdsburg Avenue Bridge structure. Whereas the City was represented initially by 9 TAZ's in the 2007 SCTA TDM, a total of 79 TAZ's were used to create the 2010 City of Healdsburg TDM. GHD prepared a traffic analysis to analyze various traffic control solutions on the west side of the Bridge at the Healdsburg Avenue/Front Street intersection. The analysis includes existing traffic operations as well as future operations assuming the existing intersection geometrics. Subsequently, five signalized traffic control options were analyzed under future conditions turning movement volumes. These future conditions volumes were developed using the refined and updated SCTA TDM.

Traffic Engineering



Twin Cities Stage Construction and Traffic Handling Plan - Galt

This 50+-year-old interchange needed replacement, but due to high costs, the reconstruction of the interchange was still decades in the future. A cost-effective and timely solution was required. The GHD solution was to replace the signalized intersections with closely-spaced roundabouts. The City of Galt retained GHD to gain approval for the project and prepare the PS&E and stage construction and traffic handling plans for the roundabouts.

During construction, this project required maintenance of traffic over existing bridges and crossing structures during the construction. Construction staging of approach roadways had to consider the horizontal alignment, vertical profile, and cross-section to ensure smooth operation during each stage and transition from one stage to another. The project is currently under construction and will be completed by Fall 2014.



Cleveland Avenue/Raymond Road Traffic Signal - Madera

The City hired GHD to prepare plans, specifications, and cost estimates for a traffic signal installation at the T-intersection of Raymond Road and Cleveland Avenue in Madera. The project also included a signal interconnect to the adjacent intersection of Cleveland Avenue and SR 145. The design included the installation of pavement loop detection and video detection and modifications to curb returns/ramps, median noses, signing, pavement delineation, and street lighting. GHD coordinated with the City, Caltrans, and various utility agencies.

Roundabouts



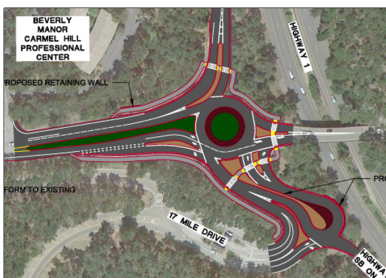
SR 99/SR 104 (Twin Cities Road) Interchange PSR/PR, PS&E - Galt

GHD gained project approval from Caltrans and prepared the PS&E to replace the signalized intersections with closely-spaced roundabouts, thereby preserving the overcrossing and increasing the interchange's capacity. The project was constructed in 2015. A custom landscape design was also included as part of this project. The theme depicts the City's association with bird watching of cranes in nearby wetlands the area. "Cortan" Steel, crushed glass, and faux grass are used at one non-irrigated roundabout.



First and Second Street Roundabout along California Boulevard - Napa

GHD is preparing the PS&E for three closely spaced roundabouts at the gateway to Downtown Napa, including one within Caltrans Right of Way. This project is on a tight schedule due to federal funding deadlines. The project also includes public outreach and right of way acquisition. It is currently in preliminary design (35%) and is scheduled for construction in the summer of 2017.



17 Mile Drive/Holman Highway 68/Highway 1 Intersection Project - Monterey County

GHD prepared a roundabout solution for the Holman Highway 68 and Highway 1 intersection, the main entrance to the Pebble Beach Resort. The project includes a hybrid multi-lane roundabout and yield control tear-drop-shaped intersection. This project also consists of a custom landscape design with local native plant materials to reflect a "golf" theme. It is currently in preliminary design (35%), the environmental documentation is approved, and construction was scheduled for the summer of 2016.

Roundabouts (continued)



I-5/Deschutes Road Roundabouts PSR/PR and PS&E - Anderson

GHD prepared detailed traffic modeling, traffic operations analysis, preliminary design alternatives, Roundabout Conceptual Approval Report, Project Study Report, Project Report, environmental approvals, and PS&E for the five-leg/two-lane roundabout interchange. GHD received City, Caltrans, and FHWA concurrence on all aspects of this project. Construction was completed in November 2013.



Rocklin Road Complete Streets Roundabout Corridor - Rocklin

GHD provided potential solutions to improve traffic operations and safety at the I-80/Rocklin Road interchange ramp intersections and several Rocklin Road intersections. We prepared the PS&E and the construction documents for the roundabouts at Meyers Street and Grove Street. The Grove and Meyers roundabouts were federally funded projects with Local Assistance oversight. Those projects finished construction in January 2014 and featured a custom landscape theme representing the natural surroundings. Future projects will include the Granite Drive intersection and the I-80 ramp intersections.

Safety Studies and Projects



Cherokee Road Safety Improvement Project Design Engineering Services - San Joaquin County

San Joaquin County staff became concerned about the number of accidents along Cherokee Road over the past few years. Though traffic volumes are low, accident rates have been high at specific locations. GHD prepared a comprehensive study of the corridor and identified improvements to enhance both safety and operations.



O'Byrnes Ferry Road at Duchess Drive - Calaveras County

As part of an existing On Call contract with Calaveras County, GHD recently completed plans for a new left-turn pocket to increase safety on O'Byrnes Ferry Road at the intersection with Duchess Drive. This project was federally funded and required the relocation of electric overhead facilities. The plans and utility relocation were completed. However, the County moved the funds from this project to another high priority and will move forward with this project when funding becomes available.

Pedestrian and Bicycle Studies



Bicycle Transportation Plan Update - Galt

The City of Galt's Bicycle Transportation Plan Update included:

- The incorporation of future development areas proposed in the General Plan
- Connections to the County of Sacramento's bike master plan
- Improvements to the bike circulation across Highway 99
- In-fill connections to complete inconsistent routes

A ranking of proposed potential projects in order to assist the City staff/Council in determining where the top five improvements should be funded

As a part of the update process, GHD:

- Prepared community out-reach flyers
- Prepared surveys for public distribution
- Conducted community outreach meetings
- Presented the findings to the City Parks and Recreation Commission and the City Council
- Preparing the Environmental Initial Study Checklist

Bicycle and Trails Master Plan Update - Arroyo Grande

Located in the southern area of San Luis Obispo County, Arroyo Grande is located along a key County-wide bike system linking the mountains to the ocean. Arroyo Grande is also located next to Grover Beach, Pismo Beach, and Oceano, all bike-friendly coastal communities with access to the beaches. The Arroyo Grande Bicycle and Trails Master Plan Update enhances the connections between the Arroyo Grande and the other communities by carefully considering the improvements needed to prioritize safe biking. Toward that end, the Master Plan proposes using “Sharrows” along urban roadways where road widening is not an option and recommends narrowing traffic lanes to slow traffic and accommodate bike lanes along streets where bike lanes are proposed. Another solution proposed to increase bicycle and pedestrian safety is a proposed roundabout at an awkward intersection of key roadways leading into and through the city. The solution was chosen to reduce congestion, air pollution and improve safety through a multi-angled intersection near a school.



Bicycle Transportation Plan Update - Sutter County

As of the end of March 2011, GHD has completed analysis gathering, public outreach and is preparing the Administrative Draft document for delivery in early June 2011.

Sutter County requires a stand-alone Bicycle Transportation Plan to move forward with its’ direction and grant writing opportunities. A series of 3-public workshops were conducted throughout the county where residents touted the recreational benefits of bike riding in a picturesque rural environment. The main backbone of the plan is intended to utilize levee roads as bike paths and provide direction wayfinding along proposed Class III routes to assist riders to key destination points throughout the county. Given the rural nature of the road system in the county and the typical end-user, Class II routes are limited to areas directly adjacent to urban areas and schools.



Bikeway and Trails Master Plan - Town of Loomis

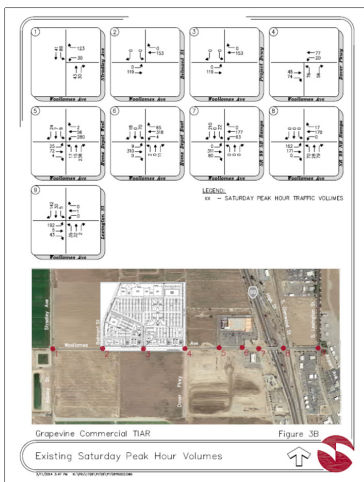
The Town of Loomis retained GHD to update their Bikeway Master Plan and prepare a Trails Master Plan. We took to the streets on bikes and inventoried the entire existing and planned bikeway system. System deficiencies were identified, and cost-effective signage, striping, and pavement marking improvements were recommended. Several public outreach workshops were conducted to solicit residents, bike riders, and equestrian riders. The Trails Master plan established policies and standards that the Town did not have in its development toolbox and guided to help the Town evaluate future development opportunities for implementing a trail system.

Traffic Impact Analyses

Grapevine Commercial TIA - Delano

BSK Associates retained GHD to present the results of a TIA performed by GHD for the proposed Grapevine Commercial project in the City of Delano. The proposed retail and restaurant use project is on an approximately 44.64-acre site on the City's southern edge on the north side of Woollomes Avenue, about ½ mile west of the Woollomes Avenue/SR 99 interchange. GHD performed an analysis on eight key study intersections and included the following:

- Simulation of Woollomes Avenue peak hour traffic conditions under conditions with/without project
- Ramp Merge/Diverge Analysis
- Mainline Analysis on SR 99
- 95th percentile queues for all of the major movements on Welcomes Avenue
- Projected cumulative intersection operations with/without project
- Significant impacts determination with/without project





Fairway Oaks Subdivision TIA - Galt

In this traffic study, GHD utilized the subdivision map submitted to the City by Engineers as the preliminary conceptual plans for the project site. The currently proposed existing subdivision map proposed by the project applicant includes a direct connection from the project site to Glendale Avenue and the SR 99 southbound ramps. The original proposed plan did not have a connection to Glendale Avenue. Per request by the City, this report analyzes traffic conditions both with and without a connection to Glendale Avenue.

The proposed Fairway Oaks project area is located on 42.9 acres of undeveloped lands in south Galt and is bounded by SR 99, Creekstone Way, Ranch Road, and residences fronting Glendale Avenue. An initial analysis indicates that a connection from the project site to Glendale Avenue is advantageous to traffic circulation for the residential area bounded by Cornell Road, Ranch Road, and Chisholm Trail. The connection provides a more direct route to SR 99 southbound and downtown Galt via Fairway Drive. However, the traffic generated by the area may not warrant the connection on an intersection delay or LOS basis.



MEMORANDUM
 To: City of Calimesa Date: January 19, 2014
 Attn: Michael Thomas, PE Project: Mesa Verde Traffic Analysis
 From: Mahesh Shah, EIT Peer Review
 Karan Vaidya, PE
 Ram Aravamudan, PE, PE
 No: County Lane Road Corridor Brandman Job No.: 25-713432
 Operation with File No.: CH12MS001.DOCX
 Mesa Verde 2013 volume

INTRODUCTION

This memorandum has been prepared to address the intersection operations of key intersections on the County Lane Road corridor associated with the Year 2013 forecast volume from the Mesa Verde-Galt 2013 Forecast Traffic Impact Study prepared by Urban Concepts. The memorandum is not intended to provide comments on the Traffic Impact Study. The comments on the Traffic Impact Study will be provided in a separate memorandum.
 This memorandum specifically focuses on the operations on the County Lane Corridor at the following intersections for the residential intersection operation:
 1. SR 99 Ramps & County Lane Road
 2. SR 99 Ramps & County Lane Road
 3. Calimesa Boulevard & County Lane Road
 URBAN CONCEPTS provided a Brandman Feasibility Study report in September 2013 for the County Lane Corridor. The analysis was coordinated with the Brandman volume provided by URBAN CONCEPTS.

Mesa Verde TIA Peer Review - Calimesa

The City of Calimesa retained GHD to provide an impartial technical Peer review of the proposed Mesa Verde TIA to establish the adequacy of the TIA. The Mesa Verde project includes 200,000 sf of commercial uses, 3,465 single-family detached housing, 523 multifamily attached dwelling units, and other ancillary uses that once again include schools, parks, open space, and recreation uses. The Peer review concluded that; the project trip distribution needs to be revised to reflect current and predicted travel patterns from counts and travel demand model. A queuing analysis needs to be performed for the closely spaced intersections to establish the adequacy of intersection operations.



Foxglove Commercial Project TIA - Madera

GHD prepared a TIA for the proposed Foxglove Commercial Project in the City of Madera for Michael Brandman Associates. The proposed project is a ± 190,000 square feet commercial development with a grocery, drug store, and other commercial/retail uses. This project lies adjacent to the Home Depot retail center to the north, the Madera Marketplace to the south, N Schnoor Avenue to the west, the Madera Irrigation District Canal, and SR 99 to the east. Due to the proximity of the SR 99 interchange, railroad tracks, and frontage roads parallel to SR 99, project impacts and mitigations assessment was challenging and required the use of micro-simulation models to determine impacts and mitigations. A significant number of meetings with City staff, California Public Utilities Commission (rail), and Caltrans (SR 99) were required to agree on study methodology and roadway/intersection improvement needs.



CITY OF ARROYO GRANDE

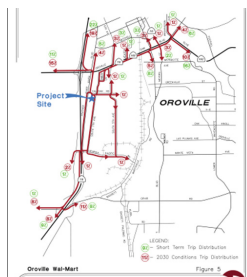
TRANSPORTATION IMPACT ANALYSIS REPORT GUIDELINES

INTRODUCTION

These Transportation Impact Analysis Report (TIAR) guidelines have been developed to provide a guide to applicants and/or consultants in assessing potential transportation impacts of proposed projects within the City of Arroyo Grande (CAG), such as new development projects, changes in land use designations through zoning or General Plan amendments, and transportation

Circulation Element & TIA Guidelines Update - Arroyo Grande

The City of Arroyo Grande retained GHD to update their Circulation Element and TIA Guidelines. This is an ongoing four-phase project that included updating the Citywide travel demand model, updating the Circulation Element, and creating TIA Guidelines. The goal is to have policies, goals, and objects that will create an optimal multi-modal transportation system for the City consistent with new State requirements and applicable Sustainable Communities Strategy. The TIA guidelines are an implementation tool of the updated Circulation Element and provide the framework for new development projects against the updated policies.



Wal-Mart Supercenter TIA - Oroville

GHD prepared a TIA for Michael Brandman & Associates to present the results for the proposed Wal-Mart Supercenter. The project includes 213,000 square feet of retail uses on 20 acres of vacant land located southeast of the Feather River Boulevard/Cal Oak Road intersection. The TIA will be used as a technical supporting document for the project's EIR. Included in the TIA was a micro-simulation analysis of Oro Dam Boulevard to ascertain congested travel speeds and vehicular queuing impacts. The report also analyzed current AM and PM peak hour traffic operations at key intersections, ramps, and freeway mainline segments, which were selected for analysis in coordination with the City staff.

Traffic Calming

The primary goal of any Traffic Calming Program is to provide relief from traffic-related impacts, such as:

- Neighborhood speeding
- Traffic threats to pedestrian and bicycle safety
- Cut-through traffic
- School area traffic safety

GHD developed a program to balance the need for timely emergency response with the everyday functionality and safety of the local street system. We firmly believe in communication to and from the community, and our projects/programs encourage citizen participation, both formal and informal. Our approach to Traffic Calming Programs follows a series of deliberate steps.



Traffic Calming Projects

Anderson

- Safe Route to School Program Study
- Demonstration Block PS&E

Avenal

- Safe Route to School Program and Speed Survey Study

Loomis

- Bankhead Road (between Sierra College Blvd. and King Road) Speed Surveys and Traffic Calming Measures (two locations)
- Brace Road Speed Survey Study and Traffic Calming Measures
- Del Mar Avenue Speed Survey and Traffic Calming Evaluation after Installation
- Town Speed Survey Zone Update

Paso Robles

- Nickerson/Appaloosa Drive Traffic Calming Study
- Paso Robles Residential and Arterial/Collector Street Traffic Calming Program
- Paso Robles Speed Survey Zone Study
- Rambouillet Road Traffic Calming Study
- Union Road Corridor (between River Road and Kleck Road) Speed Survey Study, Road Detour, and Post Construction Speed Survey

Redding

- Summerfield Meadows Speed Survey and Traffic Calming

San Pablo

- City of San Pablo Traffic Calming Operations

Shasta Lake

- SR 151 five-lane to three-lane Conversion PS&E

Turlock

- West Tuolumne Road Traffic Calming Measures

Safe Routes to School

Many of us remember a time when walking and bicycling to school was a part of everyday life? As reported by the FHWA, in 1969, about 1/2 of students walked or bicycled to school. Today, fewer than 15% of all school trips are made by walking or bicycling. Safety issues are a big concern for parents, so the number of parents driving their children to school has increased due to making sure their children are safe from neighborhood traffic dangers on the way to school. Safe Routes to School (SR2S) is a program that allows children to get safely to/from school by creating safer routes. SR2S often requires a program or improvement plan to be designed and implemented to address these issues head-on. The Program makes funding available for various programs, from building safer street crossings to establishing programs that encourage children and parents to walk and bicycle to school.



Safe Routes to School Projects

Avenal

- SR2S Program and Speed Survey Study
- Tamarack School SR2S Flashing Beacons and In-Pavement Lights PS&E & Construction Management
- Reef/Sunset School SR2S Flashing Beacons and In Pavement Lights Grant Application and PS&E
- 1st Avenue and 7th Street SR2S Programs



Anderson

- City of Anderson SR2S PS&E
- Bruce Street/Emily Drive SR2S Sidewalks and Bike Lanes Grant Application PS&E & Construction Management
- Mill/Franklin Streets SR2S Sidewalks Grant Application, PS&E & Construction Management
- SR2S City Program Study
- Silver/North/Church Streets SR2S Sidewalks and Bike Lanes PS&E
- School/Mill/Franklin Streets SR2S Grant
- South Street SR2S PS&E
- Stingy Lane SR2S Sidewalks Grant Application Repackage



CSU Fresno

- Barstow Avenue Lighted Pedestrian Crossing Plans (Multiple Locations)

Dublin

- Dublin Citywide School Crossing Guard Study

Galt

- Galt SR2S Grant Application

Rocklin

- Citywide SR2S Program
- Rocklin Elementary School SR2S Sidewalk and Bicycle Improvements - Cedar Street, Pacific Street, Pine Street, Meyers Street, Rocklin Road
- Springview Elementary School SR2S Sidewalk, Bicycle Improvements - Third/Fourth/Fifth/Nevada Streets, Parkview Drive, Rocklin Road



Shasta Lake

- Montana Avenue SR2S Grant Application, Engineering, and PS&E
- Vallecito Street SR2S Sidewalks PS&E
- Cabello Avenue SR2S Sidewalks Grant Application and PS&E

Complete Streets / Streetscapes

“Complete Streets, Green Streets, Smart Streets,” or by any other name, GHD can provide the roadway solutions for your community’s needs. Although the guiding principle for complete streets is to create roadways and related infrastructure that provide safe travel for all users, each complete street has to be customized to the area the street serves. A complete street also has to accommodate the needs and expectations of the travelers who want to access or pass through the surrounding neighborhood, community, or region. GHD provides design services ranging from access, aesthetic, parking, pedestrian, median, monument, bicycle facilities, regional-scale transportation planning, and sustainable green streets. Our extensive experience in planning and design provides a “real world” perspective when determining the right transportation improvements for your needs.

West Grand Avenue Streetscape Design - Grover Beach



GHD provided the traffic analysis, traffic engineering, and streetscape master plan design for this Complete Street design for West Grand Avenue in the City of Grover Beach. Multiple scenarios were prepared in order to review with the public the impact of reducing the street width, mitigation of driveway reduction, and amenity opportunities.



North State Street Complete Streets Study - Mendocino County

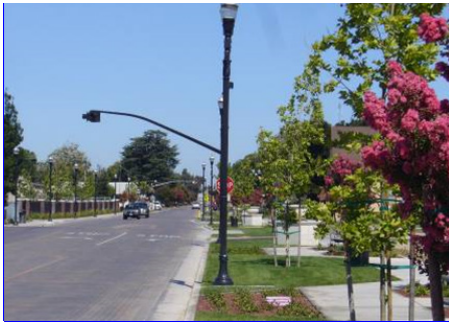
This complete streets study focuses on identifying cost-effective solutions to improve pedestrian/bike safety, calm traffic speeds, accommodate commercial traffic and beautify the corridor. This effort is intended as the first step toward future modification of the corridor. The outcome of this study is a conceptual corridor plan that will best conform to the following objectives:

- Provide a traffic capacity sufficient for projected 2030 traffic volumes
- Increase public safety for all corridor users
- Improve the aesthetics of North State Street by revamping the urban streetscape, and pedestrian and bicycle access along the corridor
- Recognize the need for sufficient parking opportunities
- Assist the County in identifying sufficient funding sources to carry out the master plan developed

This project analyzed a series of potential traffic operational improvements, consistent with the project objectives outlined above, including: traffic signal modifications (KIKU Road and Ford Road/Empire Drive), Traffic signal installations (US 101 ramp terminals), Traffic signal timing and coordination, Raised medians, Roundabouts, and combinations of these measures.

Visalia Road Streetscape Design - Exeter

This streetscape design for approximately 1.25 miles of the main arterial road leading into the City of Exeter established a median and pedestrian parkway. The current roadway is relatively devoid of aesthetic landscape/elements. The intent is to mark the arrival to Exeter using an entry monument, colorful/sustainable landscape, and the incorporation of raised planters with an artistic tile mosaic element.



West Main Street Beautification - Ripon

Although known as the West Main Street Beautification, this 1.5-mile project consists of many Sustainable Complete Street practices to put the pedestrian and bicyclist on a level playing field with the automobile traffic using the road. The roadway connects the downtown to the primary arterial leading to SR 99. Along the way, the corridor traverses business, commercial, public, and residential land uses. Challenges included property owner coordination, multiple intersections connections, heavily used pedestrian access including school children, bus traffic and parent drop-off issues, utilities above/below the streets, traffic handling during construction, and minimizing landscape maintenance costs. The design solutions included separated sidewalks buffered by the landscape, improved crosswalk areas, gateway entry archway design, continuity in structure/amenity design (benches, walls, columns, lighting, planters), and stormwater mitigation through the use of permeable pavers and reclaimed water for irrigation.



Downtown Revitalization PS&E, Landscape Architecture and Construction Observation - Anderson

The City of Anderson desired to improve approx. Five hundred feet of curb, gutter, and sidewalk on Freeman Street, South Street, and East Center Street. This project was used as a "Demonstration Block" to help establish a revitalizing model. We took this project from concept to construction, coordinating closely with the contractor and the City to provide the intended results. Problem-solving and consensus building with the public were common places to provide a solid project outcome. The project was a second attempt to complete area landscape features and was completed successfully in 2006/2007. The project contains the following features; reconstructed pavement, new decorative lighting, decorative railing, new landscape plantings, plant establishment, PG&E coordination for new services, and new irrigation.



Farmersville Boulevard Master Plan - Farmersville

The City hired GHD to develop conceptual plans for Farmersville's needed transportation infrastructure improvements to help spur economic development within the downtown core. We led a community outreach which included conducting five public meetings in English/Spanish to receive input from concerned residents and business owners. As a result of community meetings and City input, the master plan effort sought to redefine the corridor as multi-user and pedestrian/bike-friendly. The City Council has embraced our Complete Streets concept, including road diets, landscaped medians, roundabouts, bike lanes, improved pedestrian crossings, and separated pedestrian walkways.



2012 El Dorado Trail Projects: Segments 1 & 2 - Placerville

The City hired GHD to deliver the PS&E to complete two missing segments of the El Dorado Trail system that provide key trail connections to historic downtown Placerville. GHD provided engineering and landscape services to design a trail that offers the community public health, economic, and transportation benefits and increases community pride and identity. The project requires us to coordinate with the City staff, Caltrans reviewers, and environmental and geotechnical subconsultants to deliver full PS&E packages for both project segments and meet funding deadlines. We are also providing public outreach services during the environmental document phase.

Third-Party Peer Reviews

GHD has extensive experience in all aspects of project delivery and PS&E preparation. We are also heavily versed in the Caltrans Highway Design Manual, AASHTO Policy Manual, California MUTCD, CalDAG, and Title 24. The staff is knowledgeable on peer reviews, has several constructed projects under their belt, and knows how to produce a buildable and biddable set of project documents. Using this knowledge, the engineers will independently review all submitted documents to help the City minimize the number of change orders needed during construction by providing an in-depth and extensive review of all documents from a design, functionality, constructability, and build-ability point of view. The best-suited engineer(s) will be selected on a project-by-project basis to ensure the project documents are being reviewed by the person(s) who is most qualified. The proposed staff will be available to provide the following reviews:

- PS&E packages for roadways, bikeways, pedestrian improvements, private and commercial development, pedestrian improvements
- Technical such as traffic analysis, drainage, Project Initiation Documents, and Project Permit Engineering Evaluation
- Constructability reviews
- Any additional tasked required by the City to deliver the project



Yokohi Ranch ADP/MDP Peer Review Services – Tulare County

GHD was awarded a contract in August 2008 with Tulare County RMA to provide Peer Review services for a new 36,000 acre Planned Community. The County had GHD provide Peer Review of Storm Drainage, TIS/Transportation, and Landscape/Recreation Amenity documents supplied by the Yokohi Ranch Developer and their consultants. Some of the detailed tasks and record-keeping required are as follows:

- **Project Initiation/Management/Meetings.** GHD reviewed the Area and Master Development Plan prepared by the developer, coordinated the receipt of comments/responses from the developer/client, screen check review of previous comments/responses to look for missed responses, daily management /staff scheduling, creation of Records of Conversation and Meeting Records, and attended meetings as requested.
- **Traffic/Transportation Peer Review.** GHD reviewed the TIA and made numerous comments. These recommendations included analysis of the County Regional Travel Demand Forecast Model outputs, roadway network and traffic analysis zones revisions. We provided input regarding trip generation, distributing and assignment and are working with the County to develop an extensive transportation monitoring program.
- **Storm Drainage Peer Review.** Provided review of Storm Drainage Plan's hydrologic, hydraulic, and water quality analysis methods to determine if the methods are sound and based on standard engineering principles. Also, reviewed the documents to ensure that the company recommendations adequately protect the public by ensuring that the proposals for water quality and flood control are adequate, based on the SD MIP/MDP submitted and mitigate potential negative environmental impacts. We ran the HEC-HMS and HEC-RAS models with the consultant model data to check for any issues.



Land Development Projects Plan Review - Rocklin

The City of Rocklin recently retained GHD to provide reviews and comments for all the City's land development projects. Projects to date have included subdivisions, commercial projects, a parcel map, and mass grading plans. The City requested a tight timeframe for each project's first and second reviews (two weeks), and we have met or shortened that timeframe with all of our reviews. Reviews have not only consisted of the technical items such as grading, streets, and drainage, they have also included a thorough check of the proposed improvement against the project Conditions of Approval as conditioned by the City Council or Planning Commission.

Following is a summary of the projects reviewed to date:

- *Whitney Ranch Single Family Subdivisions*: Unit 22 - 48 lots; Units 46/47 - Mass Grading plan; 46CD - 74 lots; Unit 46E - 38 lots; Units 46AB - 87 lots
- *Sunset West Single-Family Subdivisions*: Unit 48 - single family subdivision with 61 lots; Units 39 & 27 - single family subdivision with 54 lots
- *West Oaks Single Family Subdivisions*: Unit 2 - 78 lots; Grading - mass grading plan for Units 1-4; Units 1 & 4 - 151 lots; Unit 3 - 52 lots

Others

- Rocklin 60 - single family subdivision with 169 lots
- Dutch Bros. Coffee - Commercial project with building for drive-thru
- Rocklin Commercial and Grading - mini storage facility
- Avalon Stockpile, grading plan for accepting fill over entire site
- Yankee Hill Unit 6, single family subdivision with 10 lots
- Rocklin Parcel Map for a city parcel that is to be divided into two lots
- Bella Vida, senior housing independent living with 140 units
- Avalon, single family subdivision with 76 lots

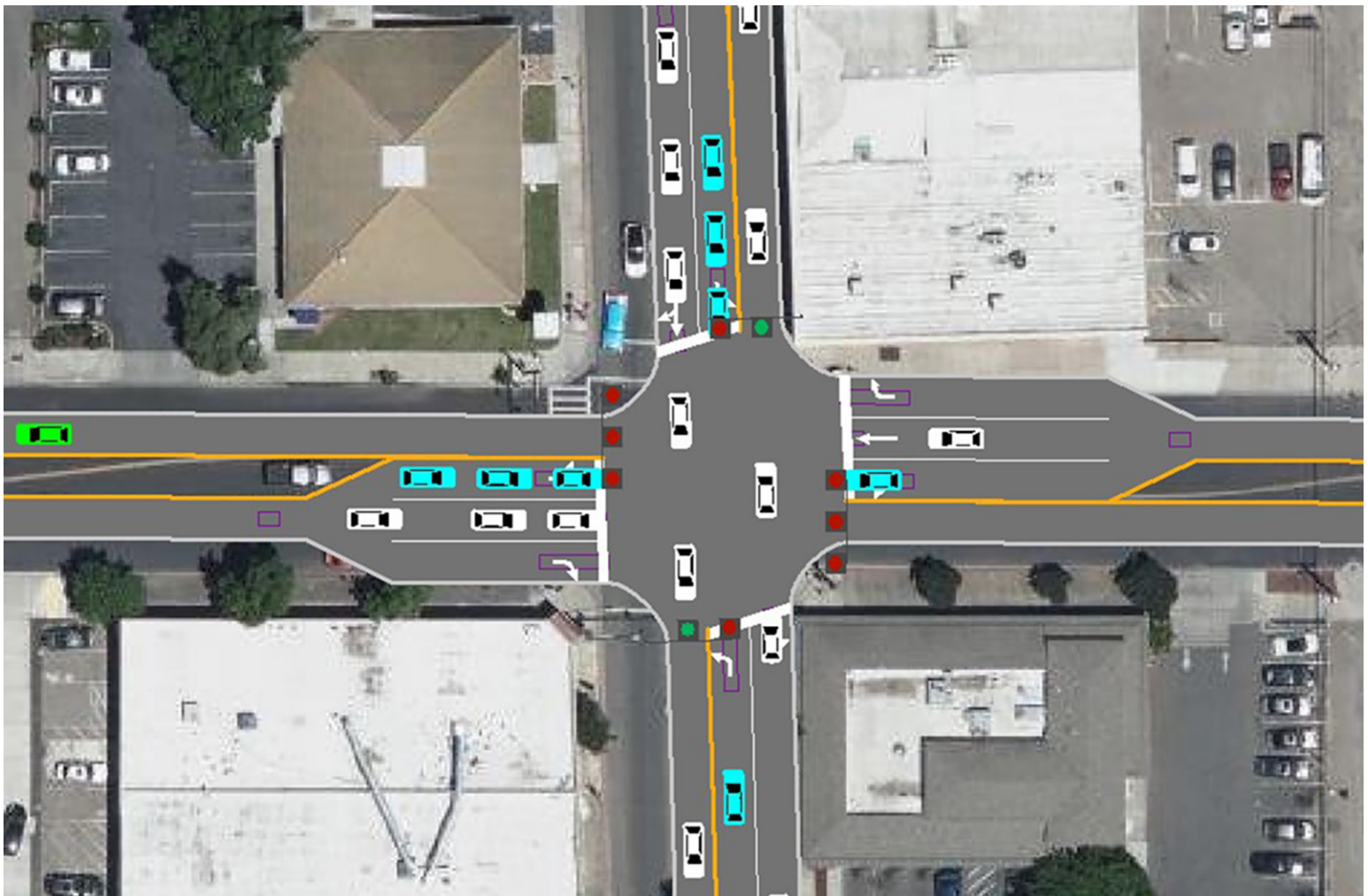
JH Ranch Peer Review - Siskiyou County

JH Ranch retained GHD to provide an impartial technical Peer review to assist the County in establishing the adequacy of the TIA prepared by SHN. The outcome of this Peer review is an engineering opinion of the adequacy and deficiencies of the TIA and whether a CEQA negative declaration (ND) or mitigated negative declaration (MND) is appropriate as related to Transportation/Traffic. The Peer review consisted of a Field review of French Creek Road; Meetings with agency staff, and a review of thirteen documents that included the traffic study, the references, and the traffic engineering manuals.

The Peer Review concluded that; the project should be defined, and trip generation derived from said defined project. Section #4 of French Creek Road should be reanalyzed as a 1-way road. The technical analysis parameters used for LOS determination on all other sections of French Creek Road should be updated along with the associated calculations. Depending on the traffic growth anticipated from a defined project, Caltrans may request analysis of French Creek Road at Highway 3. A safety analysis of French Creek Road should be performed. Existing ADT volumes are such that French Creek Road should not be considered a "Very Low Volume Road, ADT <400" in accordance with AASHTO guidelines. The number of additional daily trips to French Creek Road while maintaining LOS C cannot be determined until the above-described issues are addressed.

2. Performance History & References

→ The Power of Commitment



→ 2. Performance History & References

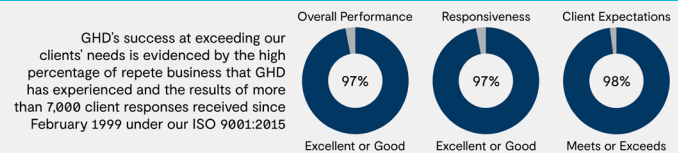
GHD has been active in the design and development of numerous high-visibility, fast-track engineering projects in Northern California for over 50 years. We are a recognized leader in the design of multi-discipline projects. Sensitive to community and agency concerns, we offer strong project management to keep projects on schedule and within budget. GHD's "total project" expertise and service-oriented approach will be vital to the execution of work required for this contract. We are equally adept at large or small project delivery and have extensive experience in delivering on-call projects.

The projects highlighted in this section are diverse in their disciplines, illustrate our ability to address complex issues, and demonstrate our history of working as a collaborative team.

Please find client references included with the detailed project descriptions.

Repeat Business

The cornerstone of our business is our client-centered culture and teamwork-based approach. Our repeat clients are a testimony to our technical capabilities and proven success record. We believe this illustrates our knowledge of specialized engineering disciplines and our willingness to listen and respond to individual client needs.

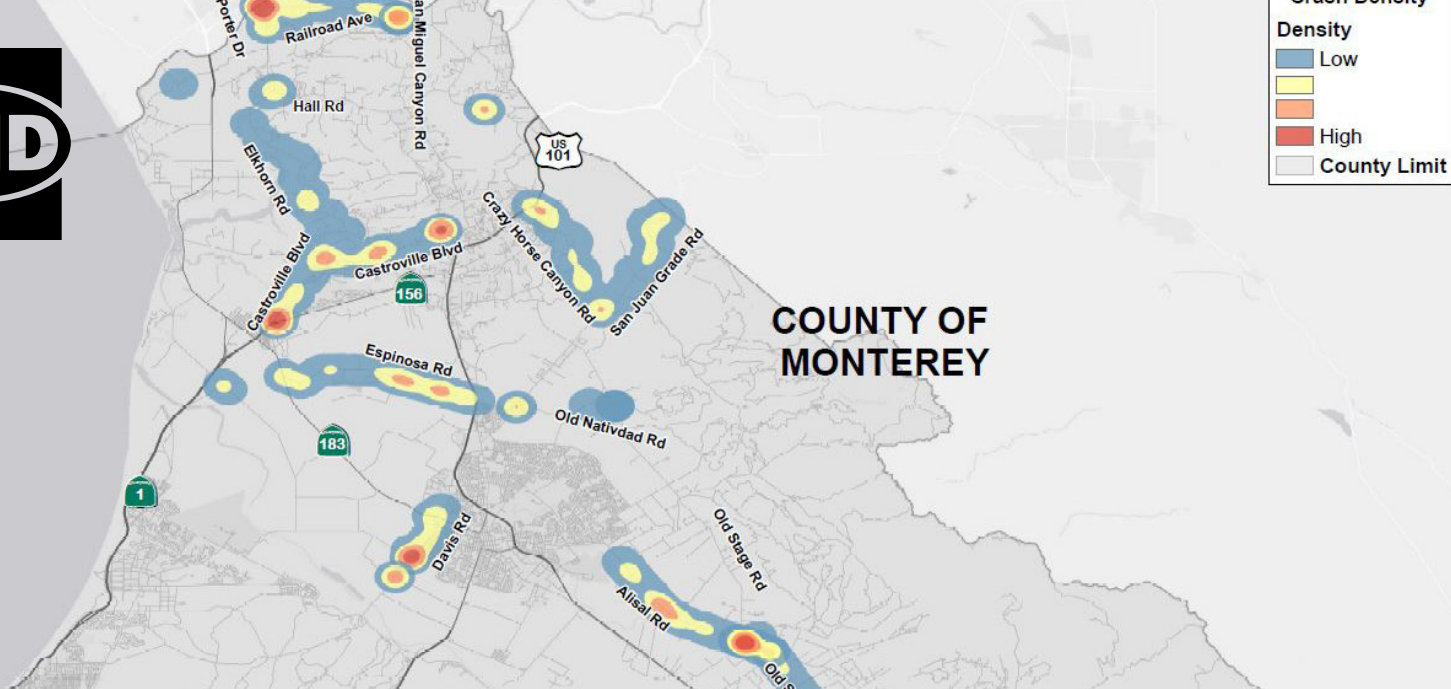


We rank #28
in the ENR
→ Top 150
Global Design
Firms 2021

"In a rapidly changing world, we are committed to our vision of water, energy and urbanisation made sustainable for generations to come," says Ashley Wright, CEO. "Our ability to innovate and develop fresh technical solutions enabled us to support our clients during the challenging times of 2020 as we continue to work alongside them to prepare for post-pandemic recovery. This is testament to the commitment of our people and the value of the services we provide."

- **#08 in Canada firms**
- #10 in US firms**
- #06 in water**
- #06 in sewer/waste**
- #05 in hazardous waste**





Monterey County On-Call Civil Engineering for Transportation Projects, Monterey, CA

Contracting Agency

County of Monterey

Contracting Agency Contact Information

Randy Ishii, Chief Public Works,
County of Monterey
1441 Schilling Place, 2nd Floor-
South, Salinas, CA 93901
831.784.5647
ishiiir@co.monterey.ca.us

Contract Amount

Varies per project

Consultant Project Manager & Contact Information

Jay Walter, 805.858.3141
jay.walter@ghd.com

Date of Completion

2016 - Ongoing

Project Description

GHD is working with the County on a three-year contract that began in 2016 and will go to 2021, with the option to extend the Agreement. The County was looking for a consultant that could bring a blend of extensive On-Call experience on transportation projects and knowledge of Federal Highway

Administration programs, Caltrans Local Assistance Procedures Manual and Program Guidelines, CEQA, and NEPA.

Project Objective

GHD's scope of services include environmental, surveying, right of way, permits, utilities, design/engineering, as well as provide bidding assistance and design support during construction. This contract has led to several significant projects, including Traffic Engineering Studies, the 2019 Speed Zone Survey Update, and a Systemic Safety Analysis Report.

Project Outcome

Traffic Engineering Studies: GHD has performed Traffic Engineering Studies at the following locations:

- Salinas Road at Fruitland Avenue and Salinas Road at Werner Road
- Atherton Drive Corridor from Rio Road to Cabrillo Highway
- State Highway 1 and 3rd Avenue
- Spreckels Boulevard between Nacional Avenue and Railroad Avenue

2019 Speed Zone Survey Update:

GHD is preparing the update to the speed zone surveys for a list of roads that were last surveyed in 2013. This update is for 107 roadway segments within the County jurisdiction. The study consists of collecting and analyzing relevant speed and safety related data in order to set appropriate vehicle speed limits. Input from County representatives regarding recommendations will be considered before establishing the final speed limits.

Systemic Safety Analysis Report:

GHD prepared a SSAR that consisted of detailed historical collision analysis and field visit observations, which led to the identification of key safety issues for eleven (11) roadway segments and four (4) unsignalized intersections. These safety issues were then matched to a set of countermeasures which were intended to increase safety in the areas of concern. The countermeasures were grouped into safety projects with high benefit-to-cost ratios and intended to be organized as candidates for funding from the HSIP.



City of Arroyo Grande On-Call Transportation Services, CA

Contracting Agency

City of Arroyo Grande

Contracting Agency Contact Information

Robin Dickerson, City Engineer
 City of Arroyo Grande
 300 E. Branch Street, Arroyo Grande, CA 93420
 805.473.5420
 rdickerson@arroyogrande.org

Contract Amount

Varies per project

Consultant Project Manager & Contact Information

Kathryn Kleinschmidt, 805.858.3147
 kathryn.kleinschmidt@ghd.com

Date of Completion

Ongoing since 1989

Project Description

GHD has been providing transportation planning and engineering services to the City of Arroyo Grande for decades. GHD created the first Citywide Traffic Model in 1989 and has continued to update and maintain the City's model to the present.

Project Objective

As part of our On-Call Services contract, GHD has prepared numerous traffic impact studies as well as other special studies including speed zone surveys, signal warrant analysis, school safety studies, traffic circulation studies, and short- and long-range corridor studies. Our transportation design services have included traffic signal design, traffic way improvement plans, and signing and striping plans. We have also performed peer review of transportation studies and plans submitted to the City.

Project Outcome

GHD has successfully completed numerous project ranging in scope and budget for the City. Projects include: Halcyon Road Complete Streets Plan, East Branch Streetscape Plan, and updates of the City's Circulation Element, Systemic Safety Analysis Report, Local Road Safety Plan, Bicycle Master Plan, and Traffic Impact Fee Program. As a result of GHD's quality performance and familiarity working with the City and its stakeholders, GHD continues to provide ongoing On-Call services.



City of Vacaville On-Call Services, CA

Contracting Agency

City of Vacaville

Contracting Agency Contact Information

Gwen Owens, City Traffic Engineer
City of Vacaville
650 Merchant Street,
Vacaville, CA 95688
707.449.5174
gwen.owens@cityofvacaville.com

Contract Amount

Varies per project

Consultant Project Manager & Contact Information

Kamesh Vedula, 916.918.0622
kamesh.vedula@ghd.com

Date of Completion

Ongoing

Project Description

GHD performed various services for the City of Vacaville, including projects such as:

- Starbucks Traffic Access and Impact Analysis at Nut Tree/Harbison Drive Intersection

- East Main District Transportation Impact Analysis located Downtown
- Roberts Ranch Roundabouts at T Street and Marshall Road PS&E
- Brighton Landing Roundabouts at Elmira Road and Carroll Way
- Farmstead Residential TIAR Development
- Cessna & Aviator Drive Warehouse Building Traffic Study
- Icon Way Warehouse Building Transportation Memorandum
- Casa Del Vista Apartments TIAR
- Midway Road Sensitivity Analysis and Threshold Capacity Study
- Greentree Transportation Impact Analysis Report

Project Objective

The City with limited staff resources wanted to a multi-disciplinary firm that can be called upon to meet their needs with challenging deadlines.

Project Outcome

GHD has a long and successful tradition of providing On-Call transportation consulting services to public agency clients throughout California. For the past three decades, GHD has developed a consulting practice that bridges transportation planning, engineering, and design services under a single roof. Our capabilities to meet the evolving and time-sensitive needs of our clients is further expanded today as part of GHD, a comprehensive multidisciplinary consulting firm across service sectors, from digital, spatial sciences, and asset management, to energy, water, wastewater, and structural.

Knowing the full range of transportation services GHD can offer, the City of Vacaville has been able to take advantage of our transportation planning, traffic engineering, operations and simulation, roadway, traffic signal and roundabout design expertise and capabilities.



City of Waterford Local Road Safety Plan (LRSP), Waterford, CA

Contracting Agency

City of Waterford

Contracting Agency Contact Information

Michael Pitcock, PE, City Manager
101 E Street, Waterford, CA 95386
209.874.2328 ext. 103
mpitcock@cityofwaterford.org

Contract Amount

\$74,090

Consultant Project Manager & Contact Information

805.858.3147
kathryn.kleinschmidt@ghd.com

Date of Completion

May 2020 - May 2021

Project Objective

A safe and sustainable multimodal transportation system for all users of the public roadways for the City.

Project Description

GHD worked in creating a comprehensive roadway safety plan that encourages improved safety for all users, whether it is

walking, biking, or driving.

Project Outcome

Caltrans was engaged throughout the process as a stakeholder. Through our meetings, different safety countermeasures were implemented, traffic analysis was conducted, and safety improvements were planned for future funding. The City successfully secured a Sustainable Communities Grant for Yosemite Boulevard (SR 132) in developing a complete street plan.

After a thorough kick-off meeting over the LRSP process, scope, and the City's needs, data collection efforts were defined as the starting point. Per this meeting, the City sent the past five years of collision reports. GHD cross-checked those collisions with the same past five years of collision data from SWITRS and TIMS in building a comprehensive collision set. With the main corridor through the City under Caltrans jurisdiction (e.g., Yosemite Boulevard (SR 132), this road's collision characteristics and trends and interactions with the adjacent City streets were evaluated. The

collision data was further dissected in identifying fatal and injury collisions, primary collision factors, bicycle and pedestrian collisions, and any collision trends for the City roadways.

In August and October 2020, the LRSP stakeholder working group met and discussed the collision data, current safety projects, and recommended countermeasures and projects. Cross-collaboration occurred with Caltrans for safety improvements of SR 132 to include Americans with Disabilities Act (ADA) improvements, extended walk times, and pedestrian leading intervals. In addition, based on the project flyer for the Social Pinpoint website in the utility mailing and subsequent Social Pinpoint website, the working group discussed the public comments and safety concerns. After Stakeholder review, the Draft LRSP was provided on the public website for their comments. After a month for the public to comment, the Draft LRSP was finalized and adopted unanimously adopted at City Council in May 2021.

3. Staff Qualifications & Responsiveness

→ The Power of Commitment



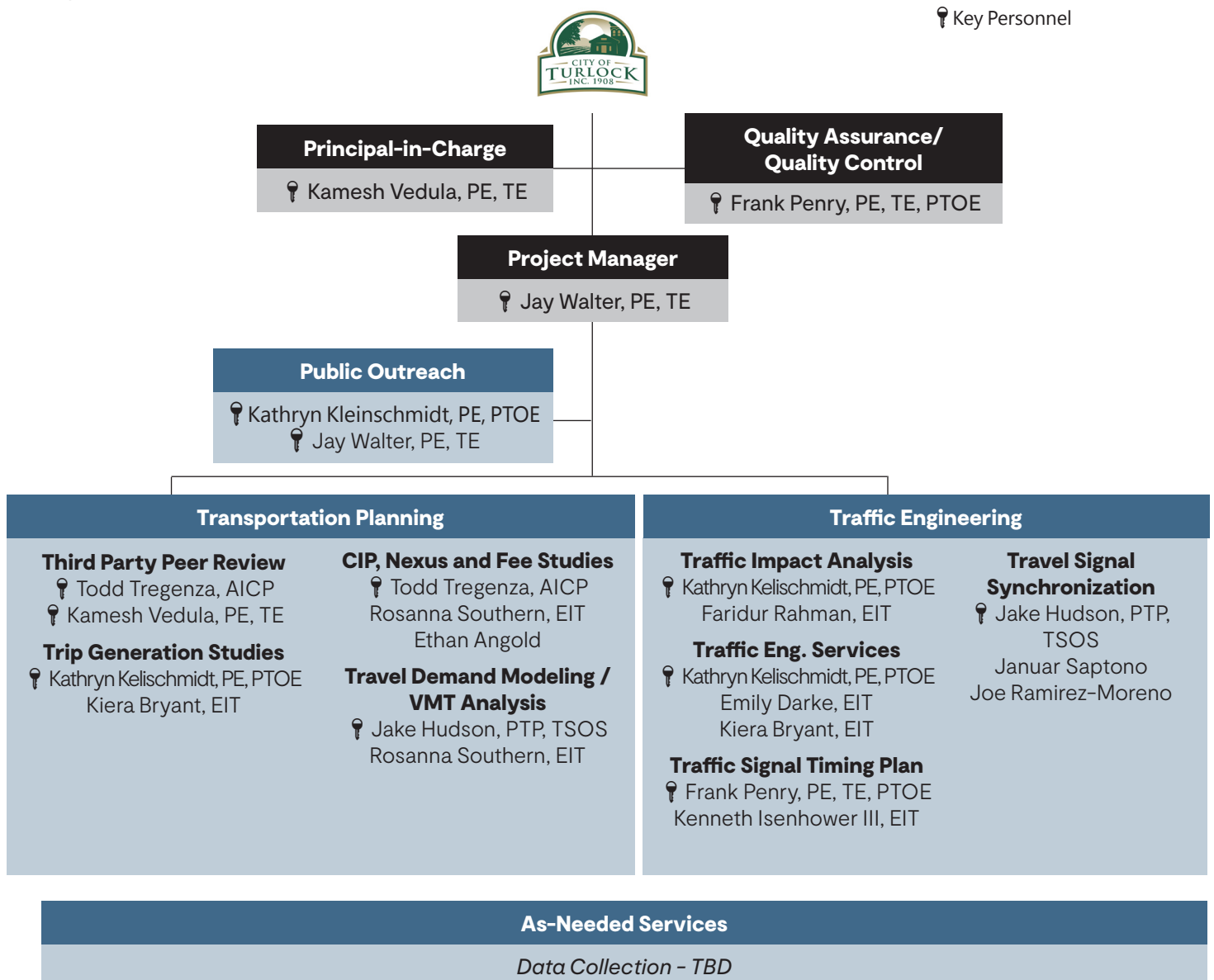
→ 3. Staff Qualifications & Responsiveness

GHD Team Structure and Members

Our specialized team of local traffic experts provides the City of Turlock with the required expertise and knowledge to execute this on call project. Our staff has worked on multiple local and municipality on call transportation projects, have a history of working with the City, and, as seen on the following pages and resume section of this submittal, have a proven track record of delivering quality projects within scope, budget, and schedule. We provide the City with seamless coordination and a multi-discipline in-house team of professionals with the ability to take on any project scope.

Our internal structure allows us to accommodate any projects arising out of this contract and deliver them on time, even with expedited schedules to meet funding or other deadlines. Our consideration of staff schedules on a weekly basis, diversified staff, and internal project development and filing processes allow us the flexibility to shift personnel time as needed to accommodate upcoming new projects and schedules.

Organizational Chart





Kamesh Vedula, PE, TE
Principal-in-Charge / Peer Review

Kamesh will serve as your Principal-in-Charge on County projects. He will ensure contract expectations and requirements are fulfilled, review submittals for accuracy and completeness, and provide quality assurance on other support documents. Kamesh has

over 21 years experience in the disciplines of transportation engineering, planning, and modeling. He is a specialist of ICE and has completed several ICE projects within a majority of Caltrans Districts, and conducted ICE analysis training classes in Caltrans District 11 and Headquarters. His project management experience includes PSR-PDS, PA/ED, ICE studies, roundabout planning/design, advanced roundabout operations analysis/design, complete streets studies, corridor studies, traffic impact studies, and traffic safety studies.



Jay Walter, PE, TE
Project Manager /
Public Outreach

Jay Walter will serve as the Project Manager and oversee the day to day operations of the project and work as an extension of the City of Turlock staff. He is a highly experienced public works professional with over 38 years in

increasingly responsible positions, including top leadership roles with California Department of Transportation and the Cities of San Carlos and San Luis Obispo. Jay is well-versed in the technical aspects of traffic and civil engineering as it relates to urban and rural environments. He is experienced in both administrative and technical aspects of managing large, complex public works agencies and departments, including budget, planning, design, construction, and operational and administrative duties. Jay has a thorough knowledge of the communities from Ventura to San Mateo, having worked for both local agencies and the State of California in these areas. He has also served as the President of the League of California Cities Public Works Department through which he developed a large network of professional contacts across the State.



Frank Penry, PE, TE, PTOE
QA/QC / Traffic Signal Timing Plan

A registered traffic engineer and civil engineer with certification as a professional traffic operations engineer, Frank Penry has extensive experience in transportation planning and traffic engineering design. He has managed numerous transportation studies and design

projects over the years, from small development impact studies to major roadway improvements. Frank has served as the City Traffic Engineer for numerous communities in California, providing for the administration and development of Municipal Traffic Engineering Programs. He is well-versed in a wide range of traffic engineering design standards and encroachment requirements, traffic signals, roundabouts, traffic calming and streetscapes, construction traffic handling, detour, and control plans for a variety of civil engineering projects. His experience includes traffic operations, traffic signal timing and design, Intelligent Transportation Systems (ITS), Transit Signal Priority (TSP), feasibility studies, environmental studies and documents, roadway and intersection design, signing and striping design, and traffic control plans.



Kathryn Kleinschmidt,
PE, PTOE
Traffic Engineering Lead /
Transportation Planning / Public
Outreach, Trip General Studies /
Traffic Impact Analysis / Traffic
Engineering Services

Kathryn is a project manager with over 17 years of experience in traffic

and transportation planning and engineering. She has led several types of projects, traffic analysis and operations, complete streets, transportation planning, traffic signal design, signing and pavement marking, capacity improvements, preliminary design, traffic management, and traffic studies. Kathryn has performed Intersection Control Evaluation (ICE) studies (I & II), intersection analysis and microsimulation, feasibility and corridor studies, multimodal studies, traffic signal warrant analysis, traffic impact analysis, traffic forecasting, signal timing, multiway stop analysis, speed surveys, and safety studies to include Local Road Safety Plans, Highway Safety Manual crash analysis including safety (Systemic Safety Analysis Report Program (SSARP)). She also has experience in managing design projects with various funding, contract documents and management, public outreach and meetings, and coordinating with various stakeholders (local, state, and Federal Highway Administration) and adhering to CEQA and NEPA standards. She is proficient in a variety of engineering programs, including Synchro / SimTraffic, HCS, ArcGIS, Sidra, Complete Streets Level of Service (LOS), MicroStation, and AutoCAD.



**Todd Tregenza, AICP
Third Party Peer Review /
Transportation Planning**

Todd Tregenza has 15 years of professional experience in various areas of transportation consulting with an emphasis on transportation planning projects. He has assisted dozens of agencies on short- and long-range planning efforts, includ-

ing the development of travel demand models, general plan circulation elements, specific plans and master plans, corridor studies, capital improvement programs, nexus and fee studies, transportation operational analyses, and impact analyses. Todd also has extensive experience as an on call transportation planner for local agencies, assisting in the preparation of transportation studies and grant applications, performing peer reviews of impact studies, and developing California Environmental Quality Act (CEQA) impact analyses for development projects of all sizes.



**Jake Hudson, PTP, TSOS
Transportation Planning &
Traffic Engineering (Travel
Demand Modeling/VMT
Analysis, Travel Signal
Synchronization)**

Jake Hudson has 20 years experience in planning and engineering services, including a top leadership role at the City of San Luis Obispo, where

he served as both Transportation Manager for 18 years and as Interim Deputy Public Works Director before joining GHD. He was instrumental in the development and implementation of the City's goals, policies, codes, and plans, including traffic safety & operations programs, neighborhood traffic calming programs, and circulation element and ancillary transportation plans. He developed and managed the City's various transportation models including travel demand forecasting and traffic operations models. Jake is also an experienced traffic signal and ITS professional with over 15 years of planning, design, construction, timing, coordination, and operations under significantly complex scenarios.

Responsiveness

Timeliness and Responsiveness

Through our first-hand experience with the City of Turlock, and other agencies, the following will allow us to respond to City requests in a timely manner:

- ✓ Knowledgeable/active single point of contact
- ✓ Project Tracking Spreadsheet and Database
- ✓ Flexible Services (invoicing tailored to City PM's, plan preparation methods, etc)
- ✓ Dedicated Administrative Assistant for City Projects

Based upon feedback from our clients, our responsiveness and customer service has been a key benefit of our services. To that end, our commitment to the City on assignments from this contract includes the following proposed response times for typical activities and tasks:

Activity or Task	Response Time
Telephone Calls	1 Business Day
Emails	1 Business Day
Letters	1 Week
Request for Information	2 Business Days

Quality Performance

Working with the team, Jay Walter, PE, TE our Project Manager, will be the point of contact for the City. He will work along Kathryn Kleinschmidt, PE, PTOE to facilitate project and public meetings. In addition,

his team will operate as an extension of City staff, collaborating with City staff as-needed throughout project. Utilizing the most current technologies, our team will employ time-tested GHD tools and systems, including our internal management software and our ISO certified Practice Quality Management System to confirm that any project deliverables are effectively managed throughout the process.

The quality of our work is paramount. The QA/QC process will be led by Frank Penry, PE, TE, PTOE. Frank has over 25 years of experience in transportation planning and traffic engineering, and design. He will lead the QA/QC process with quality control reviews at a peer and senior staff level with a final review by Frank to ensure the comments are addressed. In addition, Kamesh Vedula, PE, TE, Principal-in-Charge, will oversee the administration of the contract to make sure we have the resources to meet the City of Turlock's needs. With our past familiarity and understanding of Turlock, we are confident we can provide a quality product.

Within California, GHD's team and projects have been recognized for excellence by the American Public Works Association, American Society of Civil Engineers, the American Consulting Engineers Council, and the American Planning Association, demonstrating our commitment to quality and client needs. We offer the City, the tools, insights, and imagination that allow our clients to plan for long-term sustainable solutions and maintain the highest project quality standards.

Appendices

→ The Power of Commitment



A. Resumes



Kamesh Vedula PE, TE

Principal-in-Charge / Peer Review



Location

Roseville, CA

Experience

21 years

Qualifications/Accreditations

- MS, Transportation, Kansas State University, Manhattan, KS, 2004
- BS, Civil Engineering, Nagarjuna University, Bapatla, India, 2000
- Civil Engineer, CA #79926
- Traffic Engineer, CA #2546

Key technical skills

- Roundabout Planning / Design
- Transportation Planning, Transportation Engineering
- Travel Demand Modeling
- Master Planning
- Traffic Operations Analysis, Traffic Circulation Studies, Traffic Impact Studies, Traffic Impact Fees

Memberships

- N/A

Relevant experience summary

Kamesh Vedula has over 21 years in the disciplines of transportation engineering, planning, and modeling. His present roles include Principal-in-Charge, Project Manager, and Transportation Operations Leader, depending on project needs, and oversees the workload balance of the transportation planning/engineering group. He is a specialist of ICE and has completed several ICE projects within a majority of Caltrans Districts, and conducted ICE analysis training classes in Caltrans District 11 and Headquarters. His project management experience includes PSR-PDS, PA/ED, ICE studies, roundabout planning/design, advanced roundabout operations analysis/design, complete streets studies, corridor studies, traffic impact studies, and traffic safety studies.

Project Engineer

County of San Joaquin | San Joaquin County, CA

The County is implementing roundabouts to improve safety along County Road 98. Responsible for the review of traffic operations, analysis, and preliminary design associated with the roundabout.

Valley Springs Town Center Connectivity Plan (Valley Springs Complete Streets)

Principal-in-Charge, Advisor

Calaveras Council of Governments | Calaveras County, CA

Oversaw the traffic forecasting and operations, assisted with identification of improvements for consistency against the project need and purpose, and reviewed cost estimates. The plan identified near- and long-term complete streets projects for implementation along SR 49 and Mountain Ranch Road. Improvements included

bicycle and pedestrian facilities to close network gaps and provide safe crossings, intersection signalizations, and potential roundabout locations as well as a new multi-modal network to connect growth areas to existing neighborhoods and amenities.

City of Ceres On-Call Traffic Engineering Services

Project Manager

City of Ceres | Ceres, CA

Managed and oversaw the on-call work for the following projects: Mitchell Road, Hatch Road, and Whitmore Avenue Corridor Signal Timing Alternatives, Fowler Road Traffic Analysis, Sinclear Elementary & Blaker Kinser Jr. High Traffic Calming Analysis, Traffic Signal Synchronization Improvements, and Morgan / Aristocrat and Central / Pine / Industrial Roundabouts PS&E.

Napa Valley Transportation Authority On-Call Engineer / Architect and Project Delivery Services

Project Manager

Napa Valley Transportation Authority | Napa, CA

Awarded the On-Call Contract in December 2018 that led to contracts for these projects: Imola Avenue Corridor Complete Streets Improvement Plan, the SR 29 Comprehensive Multimodal Corridor Plan and Project Initiation Document, and the SR 29 / SR 221 Soscal Junction Roundabout Interchange Initial Feasibility Evaluation.

Amador County Transportation Commission On-Call Traffic Engineering Services

Engineer

County of Amador | Amador County, CA

Provided all needed traffic engineering for the TIER 1 Model Update under the on-call contract.

City of San Luis Obispo County On-Call Transportation Planning Services

Traffic Engineer

County of San Luis Obispo | San Luis Obispo County, CA

Provided traffic engineering services on various projects such as South County Circulation Study and Traffic Impact Fee Update, Templeton Area Model Update, and Avila Circulation Study and Traffic Impact Fee Update.

I-505 / Vaca Valley Roundabouts Improvements for OBAG2 Grant Funding Application Support

Traffic Engineer

City of Vacaville | Vacaville, CA

Assisted with the roundabout operations and the preliminary ultimate configuration for I-505 / Vaca Valley Parkway.

City of Turlock Retainer for Traffic Engineering Services

Principal-in-Charge

City of Turlock | Turlock, CA

Oversaw the work performed under the current on-call for the city, which included signal timings coordination, speed survey and other as needed questions

SR 99 / West Main Street Interchange Modification Traffic Signal, PSR / PR, and PS&E

Traffic Engineer

City of Turlock | Turlock, CA

Responsible for traffic forecasts and operations analysis that focused on existing and future traffic operating conditions at the intersections with South Walnut Avenue, South Tully Road and the SR 99 on- and off-ramps. Project features included staggered left-turn pocket storage, extensive re-striping of West Main Street, traffic signal interconnect design, highway and bridge lighting, and advanced flashing beacons.

City of Vacaville On-Call Engineering and Planning Services

Traffic Engineer

City of Vacaville | Vacaville, CA

Assisted with the traffic engineering for the Starbucks Traffic Study at Nut Tree Parkway / Harbison Drive, the East Main District Project Traffic Study, and the roundabout feasibility for the Roberts Ranch Roundabouts at T Street and Marshall Road Geometric Design Services.

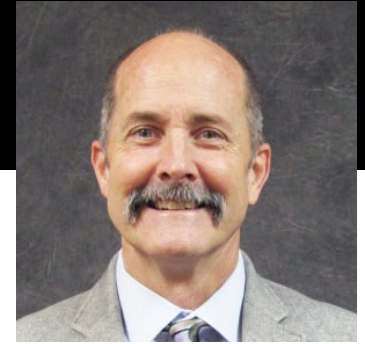
Other On-Call Projects

- Engineer | City of American Canyon On-Call Transportation Engineering | City of American Canyon | American Canyon, CA
- Traffic Engineer | City of Cotati On-Call General Civil Engineering Services | City of Cotati | Cotati, CA
- ICE Specialist | Caltrans District 11 On-Call Services for Roundabout and ICE Process | Member of Parsons Transportation Group | Various
- Traffic Engineer | City of Los Banos On-Call Traffic Modeling Services | City of Los Banos | Los Banos, CA
- Traffic Engineer | City of San Luis Obispo On-Call Transportation Engineering Services | City of San Luis Obispo | San Luis Obispo, CA



Jay Walter PE, TE

Project Manager / Public Outreach



Location

San Luis Obispo, CA

Experience

38 years

Qualifications/Accreditations

- BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA, 1983
- Civil Engineer, CA #41227
- Traffic Engineer, CA #1749

Key technical skills

- Project Management
- Traffic Engineering
- Civil Engineering for Transportation
- Department Administration
- Public Speaking

Memberships

- American Public Works Association
- League of California Cities
- San Mateo City/County Engineers Association Governments
- California Traffic Control Devices Committee
- Institute of Transportation Engineers

Relevant experience summary

Jay Walter joined GHD as the Engineering Branch Manager in January 2018. He is a highly experienced public works professional with over 38 years in increasingly responsible positions, including top leadership roles with California Department of Transportation and the Cities of San Carlos and San Luis Obispo. Jay is well-versed in the technical aspects of traffic and civil engineering as it relates to urban and rural environments. He is experienced in both administrative and technical aspects of managing large, complex public works agencies and departments, including budget, planning, design, construction, and operational and administrative duties. Jay has a thorough knowledge of the communities from Ventura to San Mateo, having worked for both local agencies and the State of California in these areas. He has also served as the President of the League of California Cities Public Works Department through which he developed a large network of professional contacts across the State.

Carmel Valley Road Roundabout

Project Manager County of Monterey | Carmel, CA

Managed this project, which included the development of Plans, Specifications, and Estimates (PS&E) for a roundabout at the intersection of Carmel Valley Road and Laureles Grade Road, including geotechnical and environmental investigations, challenging design issues, and extensive public outreach, including two County Supervisor sponsored Town Hall meetings.

South Salinas PSR-PDS

Project Manager Transportation Agency of Monterey | Salinas, CA

Managed this project, which included the development of a Supplemental Project Study Report-Project

Development Support (PSR-PDS), as a future blueprint for roadway development and improvement in this corridor. The work included traffic modelling and analysis, development of design alternatives, environmental review, and extensive public outreach, including two County Supervisor sponsored Town Hall meetings.

Buchon Street Traffic Calming

Project Manager City of San Luis Obispo | San Luis Obispo, CA

Managed this project, which included the development of Plans, Specifications, and Estimates (PS&E) for speed humps and a mini roundabout for intersection control.

City of Pismo Beach Systemic Safety Analysis Report (SSAR) – Local Road Safety Plan (LRSP)

Project Manager

City of Pismo Beach | Pismo Beach, CA

Managing the development of SSAR and LRSP with a focus on identifying spot and systemic safety issues by evaluating the City's complete roadway system to pinpoint locations that merit safety improvements and recommend what those safety improvements should be. Conducting a citywide systemic collision pattern analysis to identify overarching trends and emphasize areas that may be addressed through various means such as engineering, education, and enforcement.

City of Arroyo Grande SSAR and On-Call Traffic Engineering Services

Project Manager

City of Arroyo Grande | Arroyo Grande, CA

Oversaw the work conducted a citywide collision analysis for the street network and intersections/interchanges. Heat maps were created in identifying high-risk locations and locations with Fatal and Serious Injury (FSI) crashes. Crash types were also identified in evaluating crash trends and possible mitigation techniques. Currently, adding a LRSP to the SSAR proposal in capturing the recommended needs for HSIP Cycle 10 funding.

County of Monterey SSAR

Project Manager

County of Monterey | Monterey, CA

Oversaw the preparation of the SSAR to address ongoing safety concerns for 12 intersections and 23 roadway segments in Monterey County with further focus on four specific intersections and 11 specific roadway segments for crash diagnosis and recommended countermeasures. Network screening through mapping the past five year of crashes in ArcGIS by collision severity and collision type with a focus on FSI crashes and five categories per the SSARP goal for Monterey County's application. After reaching consensus with the County, the top 15 intersections and segments were identified for further collision diagnosis and safety countermeasures were identified. Based on the high benefit-cost ratios they should be competitive in HSIP cycles.

City of Paso Robles Speed Zone Survey Update

Project Manager, Project Engineer

City of Paso Robles | Paso Robles, CA

Analyzed the data collected from the citywide radar surveys and speed limit analyses. Prepared the draft and final Engineering & Traffic Survey (E&TS) reports for 59 road segments within the City.

City of Atascadero Speed Zone Survey Update

Project Manager, Traffic Engineer

City of Atascadero | Atascadero, CA

Analyzed the data collected from the citywide radar surveys and speed limit analyses. Prepared the draft and final Engineering & Traffic Survey (E&TS) reports for 62 road segments within the City.

City of Turlock Speed Zone Survey Update

Project Manager, Traffic Engineer

City of Turlock | Turlock, CA

Analyzed the data collected from the citywide radar surveys and speed limit analyses. Prepared the draft and final Engineering & Traffic Survey (E&TS) reports for 151 road segments within the City.

City of Arroyo Grande On-Call Transportation Services

Project Engineer

City of Arroyo Grande | Arroyo Grande, CA

Engaged to provide engineering services on various traffic related studies. Engaged to provide signing and striping plans for the annual roadway reconstruction project.

City of Paso Robles On-Call Traffic Engineering

Project Manager

City of Paso Robles | Paso Robles, CA

Performed the planning, design, construction assistance, and technical review of roadway design, traffic signals, roadside safety features, signage/striping programs, pavement maintenance, travel demand modeling, multimodal operations analysis, and development proposals. Processed projects with Caltrans and other jurisdictional agencies and performed a variety of traffic related requests.

County of Monterey On-Call Civil Engineering Services for Transportation Projects

Project Manager

County of Monterey | Monterey County, CA

Managed a three-year contract for the County that began in 2016. Work included a full range of professional engineering services with all the disciplines typically required for transportation projects in the public sector as well as environmental, surveying, right of way, permits, utilities, design/engineering. Also provided bidding assistance and design support during construction. Utilized knowledge of federal Highway Administration programs, Caltrans Local Assistance Procedures Manual and Program Guidelines, California Environmental Quality Act (CEQA), and National Environmental Policy Act (NEPA) to successfully deliver projects.



Frank Penry PE, TE, PTOE

QA/QC / Traffic Signal Timing Plan



Location

Santa Rosa, CA

Experience

25 years

Qualifications/Accreditations

- BS, Civil Engineering, 1996

Key technical skills

- Traffic Signal Design/ITS
- Traffic Engineering Design
- Transit and Rail Design
- Intelligent System Improvements
- Signal Coordination/Synchronization

Memberships

- Institute of Transportation Engineers (ITE), Past President SF Bay Section
- American Society of Civil Engineers (ASCE), Past President Redwood Empire Branch
- Registered Traffic Engineers of America (RTEA)

Relevant experience summary

A registered traffic engineer and civil engineer with certification as a professional traffic operations engineer, Frank Penry has extensive experience in transportation planning and traffic engineering design. He has managed numerous transportation studies and design projects over the years, from small development impact studies to major roadway improvements. Frank has served as the City Traffic Engineer for numerous communities in California, providing for the administration and development of Municipal Traffic Engineering Programs. He is well-versed in a wide range of traffic engineering design standards and encroachment requirements, traffic signals, roundabouts, traffic calming and streetscapes, construction traffic handling, detour, and control plans for a variety of civil engineering projects. His experience includes traffic operations, traffic signal timing and design, Intelligent Transportation Systems (ITS), Transit Signal Priority (TSP), feasibility studies, environmental studies and documents, roadway and intersection design, signing and striping design, and traffic control plans.

Mission Boulevard Corridor Analysis

**Senior Traffic Engineer
City of Pomona | Pomona, California**

Frank was responsible for the development of the Mission Boulevard Corridor Traffic Analysis, supporting the installation of fixed median and bicycle facilities. The project included development of several technical memos illustrating the existing conditions, corridor operations, and alternatives analysis. The analysis included development of a comprehensive project impact matrix, including access control, pedestrian and bicycle access, operations, and other associated impacts.

Imola Avenue Corridor Complete Streets | Napa Valley Transportation Authority

Senior ITS, Traffic Engineer | Napa, California

Frank supported this complete street project with transit and ITS planning and strategy expertise. The 3.5-mile corridor serves diverse community interests, and connections to transit, schools, commercial, and

residential uses. The goal was to serve the competing needs of design, access, and modal priorities.

Traffic Signal at Service/Morgan CML-5241(065)

Traffic Engineer | City of Ceres | Ceres, California

Frank provided support of final project plan development and coordination with an adjacent Safe Routes to School Facility Improvement Project. The project included the development of signing, striping, and traffic signal design at this intersection.

Alamo Drive - Peabody Road Corridor Traffic Signal Safety Improvement Project

Project Manager | Vacaville, California

Frank is overseeing development of PS&E documents for this Highway Safety Improvement Project (HSIP) funded project to systemically improve traffic safety along two major thoroughfares in the City of Vacaville. Included is the development of a Detection Policy for the implementation of Video Detection with Advanced Detection for yellow dilemma zone detection.

Metropolitan Transportation Commission (MTC) Program for Arterial System Synchronization (PASS) Adaptive Traffic Signal Optimization

**Project Traffic Engineer
Metropolitan Transportation Commission | Santa Rosa, California**

Frank served as Project Traffic Engineer optimizing the City's 38 adaptive traffic signal system along three arterial corridors. With funding provided by the MTC, this was the first adaptive optimization project under the PASS. The City utilizes Sydney Coordinated Adaptive Traffic System (SCATS), which Frank was familiar with from experience in Australia. Travel times increased as much as 25%, delay decreased by over 40%, and implementation realized a Benefit-to-Cost (B-C) ratio of 21 to 1.

29 Traffic Signal Synchronization | City of American Canyon Highway

Project Manager | American Canyon, California

Frank was responsible for leading coordinated timing of traffic signals along three arterial corridors, including nine signalized intersections within the City and Caltrans Right of Way, which required Caltrans coordination and project approvals. Existing conditions were modeled using Synchro 8 with SimTraffic software and calibrated utilizing data gathered. Traffic signal timing and coordination recommendations were developed for optimal initial and actuated settings, time-of-day coordination plans, and hours of coordinated operation. The project included additional alternative roadway approach configurations to reduce traffic queuing and improve traffic operations. The project was funded by a Transportation Fund for Clean Air (TFCA) grant.

Ball & Sunkist Traffic Study and Intersection Improvement Design

**Senior Traffic Engineer
City of Anaheim | Anaheim, California**

Frank developed the Alternatives Analysis Traffic Study and intersection improvements design. The project included analysis of alternatives for the City's capacity improvements project, including impacts to intersection operation, commercial, and service land uses. The project included the selection of study intersections and Highway Capacity Manual (HCM) traffic model analysis. Other traffic aspects were examined, including intersection collision records and safety, pedestrian, and bicycle facilities.

Alameda County Transit Line 97 South County Major Corridor Transit Performance Initiative (TPI)

**Senior Traffic Engineer, Specialty Inspector
County of Alameda | Alameda County, California**

Frank provided design and construction management support, systems integration, and specialized inspection services to the Line 97 TPI project. Services included coordinating construction activities with each jurisdiction along the 13-mile transit service line and 47 signalized intersections, including state, county, and local communities. Project improvements included installation of Transit stop relocation and accessibility improvements, installing and integrating communication systems on a fiber optic backbone; traffic operation center, server, and Virtual Private Network (VPN) systems improvements; upgrades to existing controllers, emergency and TSP systems, video detection, and adaptive traffic signal controls; and testing.

Alameda County Transit East Bay Bus Rapid Transit PS&E

**Quality Control Manager
County of Alameda | Oakland and San Leandro, California**

Frank served as Quality Control Manager responsible for reviewing CHS (Council on Highways and Streets) PS&E for signing and striping and provided Maintenance-of-Traffic design schematics and schedule for project construction. This \$160 million project's focus was to construct 33 raised-platform stations and dedicated bus lanes along 80% of the 9.5-mile International Boulevard corridor between downtown Oakland and the San Leandro BART station. The project also included refinement of BART station locations, pedestrian access to the stations, temporary relocation of bus stops, and traffic detours during the construction period.

San Francisco Transbay Transit Center Bus Ramp and Plaza Level Traffic Signals

**Project Manager
Transbay Joint Powers Authority (TJPA) | San Francisco, California**

Frank was responsible for traffic signal design, operations, and inspection of seven new signalized locations: five on surface streets adjacent to the terminal and two on the elevated bus deck leading to and from the San Francisco-Oakland Bay Bridge. He provided traffic signal timing and operational support to coordinate signals within project limits and to adjacent signal systems.



Kathryn Kleinschmidt PE, PTOE

Transportation Planning/Traffic Engineering/Public Outreach



Experience

17 years

Qualifications/Accreditations

- BS, Civil Engineering, Arizona State University, Tempe, AZ, 2006
- Civil Engineer CA Pending, AZ #52181, TX #111925
- Professional Traffic Operations Engineer #3871
- Local Road Safety Training, Local Technical Assistance Program, March 2021

Key technical skills

- Traffic Analysis and Operations
- Traffic Signal Timing and Design
- Safety Analysis and Design
- Multimodal Analysis and Design

Memberships

- Institute of Transportation Engineers, Central Coast Section, Past President
- American Society of Civil Engineers

Relevant experience summary

Kathryn Kleinschmidt is a project manager with over 17 years of experience in traffic and transportation engineering. She has led several types of projects, traffic analysis and operations, complete streets, transportation planning, traffic signal design, signing and pavement marking, capacity improvements, preliminary design, traffic management, and traffic studies. Kathryn has performed Intersection Control Evaluation (ICE) studies (I & II), intersection analysis and microsimulation, feasibility and corridor studies, multimodal studies, traffic signal warrant analysis, traffic impact analysis, traffic forecasting, signal timing, multiway stop and signal warrant analyses, speed surveys, and safety studies to include Local Road Safety Plans, Highway Safety Manual crash analysis including safety (Systemic Safety Analysis Report Program (SSARP)). She also has experience in managing design projects with various funding, contract documents and management, public outreach and meetings, and coordinating with various stakeholders (local, state, and Federal Highway Administration) and adhering to CEQA and NEPA standards. She is proficient in a variety of engineering programs, including Synchro/SimTraffic, HCS, ArcGIS, Sidra, Complete Streets Level of Service (LOS), MicroStation, and AutoCAD.

17 Mile Drive/Highway 68/Highway 1 Roundabout Intersection Post Operations Report

**Traffic Engineer
City of Monterey | Monterey, CA**

Kathryn was responsible for preparation of a post operations traffic report to include evaluation of the traffic operations data and safety analysis before and after construction of the roundabout. This included traffic volume summary during the peak hours and special events, queue analysis using field collection data and videos and analysis in Sidra, collision analysis pre and post construction, and field observations.

City of Arroyo Grande On-Call Traffic Engineering Services

**Traffic Engineer
City of Arroyo Grande | Arroyo Grande, CA**

Kathryn performed review of the newly installed traffic signal at Traffic Way and Fair Oaks Avenue for improved signage, pavement markings, and updated timing plans. Synchro analysis was conducted and a preliminary drawing for new signage and pavement markings was provided for discussion with City staff. In addition, due to video detection issues, in-cabinet coordination with the electrical engineer allowed in-cabinet corrections of the detection zones, Type 3 disconnect, and Opticom programming.

Monterey County On-Call Traffic Engineering Services

Traffic Engineer Salinas Road at Fruitland Avenue and Werner Road | Monterey County, CA

Performed traffic and safety analysis of the study intersections and evaluated multi-way stop control at Fruitland through CA MUTCD warrants. Based on this intersection having limited sight distance and not meeting multi-way stop warrants, an interim design and road diet concept were drawn up for consideration. Based on public outreach and neighborhood feedback, the road diet was implemented and bike lanes with green conflict markings were added.

Monterey County On-Call Traffic Engineering Services

Traffic Engineer San Miguel Canyon Road Study | Monterey County, CA

Performed traffic and safety analysis on the San Miguel Canyon Road corridor from Strawberry Road to Mary Ryan Drive. An overall assessment of the corridor was performed and a multi-way stop warrant analysis per CA MUTCD was conducted for the intersection at Strawberry Road. Per the findings of the study, striping and signage improvements were recommended to include a continuous TWLTL, green conflict markings for bike lane, and intersection warning signs.

Professional Engineering and Traffic Survey Services

Traffic Engineer City of Turlock | Turlock, CA

Kathryn performed QA/QC on traffic survey results and oversaw the GIS shapefile file creation to house the different aspects of the data from date of survey, time range of survey, number of vehicles sampled, 85th percentile speed, and approved speed limit.

US 101/Pismo Beach PA/ED Traffic Operations Analysis Report

Traffic Engineer San Luis Obispo Council of Governments | Pismo Beach, CA

Kathryn provided Project Approval/Environmental Documents (PA/ED) support. She performed baseline traffic volumes and safety analysis for existing, no build, and three alternatives using FHWA's Enhanced Interstate Safety Analysis Tool (ISATe) for the US 101 mainline and ramps for the project study area. Existing crashes were used to calibrate the ISATe crash prediction model in estimating the average annual crash

severity and types for the different alternatives to include part time shoulder travel lane.

Merrimac Way Bicycle Facility Pedestrian Hybrid Beacon

Traffic Engineer City of Costa Mesa | Costa Mesa, CA

Kathryn addressed 90% comments for signing, pavement markings, and installation for the pedestrian hybrid beacon to submit the 100% PS&E design plans.

City of Waterford LRSP

Project Manager City of Waterford | Waterford, CA

Led the collision analysis for the past five years in identifying fatal and injury collisions and collision trends within the City and on the main corridor through the City (SR 132). Formed the LRSP Stakeholder group and held two Stakeholder meetings in August and October. After Stakeholder review the Draft LRSP was provided on the public website for their comments. After a month, public comment period, the Draft LRSP was finalized and adopted unanimously in May 2021.

Santa Maria Downtown Traffic Study

Traffic Project Manager City of Santa Maria | Santa Maria, CA

Kathryn managed and performed the traffic analysis, safety, and multimodal analysis on Main Street (SR 166) and Broadway (SR 135) in support of the City's Downtown Multimodal Streetscape Concept Plan (DMSCP). This additional analysis was necessary to address Caltrans comments that additional traffic and design analysis be conducted to evaluate 11-foot travel lanes, consolidation of dual left turns to single left turns at Main and Broadway, removal of travel lanes or right turn lanes, and the truck turning movements with the curb extensions. In addition, this traffic study determined the feasibility of the proposed concepts in the DMSCP and overall recommended projects in moving to the design phase

Barney Road and Industry Road Industrial Development Traffic Impact Analysis Memo

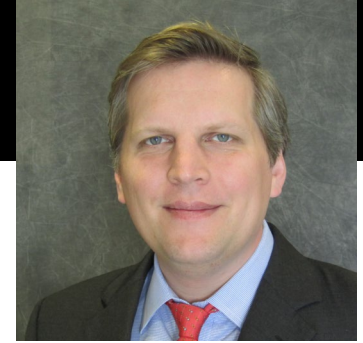
Traffic Project Manager City of Anderson | Anderson, CA

Managed staff, client coordination, and overall project in completed this project on schedule and budget. This project involved trip generation, traffic and safety analysis, and summary or recommendations. A Synchro and Sidra network was created and the existing, existing plus project, cumulative no project, and cumulative plus project scenarios were modeled. This also involved using the Shasta Sims in forecasting 2040 volumes.



Todd Tregenza AICP

Third Party Peer Review/Transportation Planning



Location

Sacramento, CA

Experience

15 years

Qualifications/Accreditations

- BS, Community and Regional Development, University of California, Davis, CA, 2007
- American Institute of Certified Planners (AICP) Certified Planner #29678

Key technical skills

- Multimodal Performance & Safety Analysis
- Transportation Programming & Funding Strategies
- Cost-Benefit Analysis & Grant Application Support
- Transportation Modelling & Vehicle Miles Travelled (VMT)

Memberships

- American Planning Association
- Young Professionals in Transportation

Relevant experience summary

Todd Tregenza has 15 years of professional experience in various areas of transportation consulting with an emphasis on transportation planning projects. He has assisted dozens of agencies on short- and long-range planning efforts, including the development of travel demand models, general plan circulation elements, specific plans and master plans, corridor studies, capital improvement programs, nexus and fee studies, transportation operational analyses, and impact analyses. Todd's experience spans public and private sector work for a broad range of projects that require circulation, safety, and operational analysis from a transportation perspective. He also has extensive experience as an on-call transportation planner for local agencies, assisting in the preparation of transportation studies and grant applications, performing peer reviews of impact studies, and developing California Environmental Quality Act (CEQA) impact analyses for development projects of all sizes.

2019 Avila Circulation Study and Road Impact Fee Update with Avila Beach Drive Capacity Metric and Threshold Study

Project Manager

County of San Luis Obispo | Avila Beach, CA

Managed the second consecutive Avila Circulation Study, CIP, and TIF Update. The County of San Luis Obispo also requested an evaluation of the adopted roadway capacity metric and service thresholds on Avila Beach Drive. Assessed the prior policy and made recommendations to the County how to capture more effectively the unique travel characteristics of Avila Beach Drive. The assessment considered three years of annual directional traffic data collected in 15-minute intervals, evacuation capacity, event traffic and seasonal fluctuations, various methodologies for assessing capacity, and policies adopted in other communities subject to similar recreational traffic.

Permit Sonoma On-Call Transportation Study and Peer Review Services

Project Manager

Sonoma County PRMD | Sonoma County, CA

GHD's on-call transportation contract with Sonoma County PRMD was recently renewed. GHD has peer reviewed dozens of applicant-prepared transportation impact studies on behalf of the County, now including evaluation of SB 743 analysis procedures. Through the on-call with PRMD, GHD has also studied the carrying capacity of the Dry Creek Valley and Sonoma Valley roadway system, looking at concurrent visitor attractions, such as cycling and winery events. GHD performed rural roadway capacity, reliability, and safety analysis. Bicycle facility assessment, roadway LOS analysis, and collision analysis were also prepared. GHD identified physical and programmatic measures to improve circulation and safety and guide policy to manage event traffic.

2021 Transportation Capital Improvement Program, Circulation Element, and Traffic Impact Fee (TIF) Update

Project Manager
City of Galt | Galt, CA

Managing preparation of fourth consecutive update to the City's AB 1600 TIF and nexus study, concurrent with a focused update to the City's Circulation Element. Led update to capacity needs assessment based on full buildout of the City's General Plan with an updated 2020 travel demand model. As part of this contract, also developed low-VMT screening maps and SB 743 policies to guide the City's development review.

2021 City of Benicia Comprehensive Development Impact Fee Update

Project Manager
Economic & Planning Systems | Benicia, CA

Managed the preparation of transportation impact fee update for the City. Led evaluation of various fee structures that could address VMT, and defensible methodologies for incorporating bicycle and pedestrian projects, without using LOS, from the Solano Transportation Authority regional ATP. Oversaw revisions to the Solano Napa Activity-Based Model travel demand model to better reflect anticipated land use growth.

2021 City of Elk Grove Bicycle, Pedestrian, and Trails Master Plan

Senior Transportation Planner
City of Elk Grove | Elk Grove, CA

As part of the GHD team, leading development of an Active Transportation impact fee to serve as a companion program to the City's Roadway impact fee. Applying use of an asset-based methodology to generate a nexus between future development and active transportation improvement needs without using Level of Service (LOS).

County of San Luis Obispo On-Call Transportation Planning Services

Senior Transportation Planner
County of San Luis Obispo | San Luis Obispo, CA

As part of an ongoing on-call services agreement with the County of San Luis Obispo, which includes preparation of community circulation studies and impact fee programs, GHD is also preparing detailed peer reviews of applicant-led transportation impact analyses for projects of all sizes, including Specific Plans.

County of San Luis Obispo Community Circulation Studies and RIF Updates

Project Manager
County of San Luis Obispo | San Luis Obispo County, CA

Prepared several consecutive circulation study, CIP, nexus, and fee study updates for various roadway impact fee areas in San Luis Obispo County. These include the South County / Nipomo, Avila, Templeton, Los Osos / Baywood, and San Miguel areas. All of these updates, with the exception of San Miguel, included development and subsequent updates to a local area Travel Demand Model.

City of Turlock General Plan Update

Transportation Planner
City of Turlock | Turlock, CA

Responsible for preparation of the Circulation Element update, including policies and planned improvements. Assisted in the preparation of the CEQA document for the update, including all technical analysis for the transportation and alternatives sections of the EIR. As part of the General Plan update, responsible for development of new Travel Demand Model, updated to current conditions, used to evaluate proposed land use and circulation alternatives. Technical analysis included various traditional and new performance metrics such as vehicle-miles traveled, vehicle hours traveled, volume-to-capacity ratio, and delay.

City of Turlock Active Transportation Plan

Transportation Planner
City of Turlock | Turlock, CA

Prepared the City's first ATP as part of the Alta Design + Planning Team. The project team identified gap closure projects and reassessed the City's planned multimodal infrastructure in the context of improving connectivity and ensuring strong multimodal connections between critical destinations, such as schools, residential neighborhoods, and parks. For each identified project, a sheet was developed that highlighted destinations served, existing conditions, relation to existing plans, and possible funding sources, such as grant programs. Project included a citywide collision analysis and GIS mapping through every stage.

Other Studies in Turlock

- 2019 CSU Stanislaus Parking Study
- 2008 CSU Stanislaus Campus Master Plan
- 2015 Citywide Traffic Count Database
- Northwest Triangle Specific Plan Trip Rate Study
- Morgan Ranch Specific Plan Traffic Impact Study



Jake Hudson PTP, TSOS

Transportation Planning & Traffic Engineering



Experience

20 years

Qualifications/Accreditations

- MS, Civil & Environmental Engineering, California Polytechnic University, San Luis Obispo, CA, 2010
- BS, City & Regional Planning, California Polytechnic University, San Luis Obispo, CA, 2003
- Professional Transportation Planner Certifications, Institute of Transportation Engineers
- Traffic Signal Operations Specialist Certification, Institute of Transportation Engineers

Key technical skills

- Transportation Planning & Engineering
- Traffic Signal Design & Operations
- Multimodal Design & Operations
- Travel Demand Modeling & Operations Analysis.

Memberships

- Institute of Transportation Engineers

Relevant experience summary

Jake Hudson is an experienced public works professional with 20 years in increasingly responsible positions providing planning and engineering services, including a top leadership role at the City of San Luis Obispo (SLO), where he served as both Transportation Manager for 18 years and as Interim Deputy Public Works Director before joining GHD. Jake is experienced in the political, administrative, and technical aspects of preparation, management and oversight of large, complex planning and public works projects, including budget, planning, design, construction, staffing, and operational and administrative duties. He was instrumental in the development and implementation of the City's goals, policies, codes, and plans, including traffic safety and operations programs, neighborhood traffic calming programs, and circulation element and ancillary transportation plans. He developed and managed the City's various transportation models including travel demand forecasting and traffic operations models. Jake is also an experienced traffic signal and Intelligent Transportation Systems (ITS) professional with over 15 years of planning, design, construction, timing, coordination, and operations under significantly complex scenarios.

Since joining GHD Jake has provided on-call and day-to-day Transportation Engineering services to numerous agencies with significant success navigating difficult political, administrative, and technical hurdles.

On-Call Transportation Services

City of Oxnard

Project Manager

City of Oxnard | Oxnard, CA | 2021

Jake is managing various transportation planning and engineering task orders for the City of Oxnard. The majority of task orders involve traffic operations, signal timing, and signal design.

City of San Luis Obispo

Project Manager

City of San Luis Obispo | San Luis Obispo, CA | 2009 - 2019

Jake provided a full range of transportation planning and engineering services from traffic signal and street lighting design, to interchange design, as well as plan and policy development.

City of Arroyo Grande

Transportation Planner/Engineer

City of Arroyo Grande | Arroyo Grande, CA | 2006 - 2021

Jake provided a full range of transportation planning and engineering services from traffic signal and street lighting design, to interchange design, as well as plan and policy development.

Transportation Planning, Policy, Environmental Review, and Fee Programs

City of Arroyo Grande Circulation Element Update

**Transportation Planner Engineer
City of Arroyo Grande | Arroyo Grande, CA | 2021**

Jake conducted and supported the update of the City's General Plan Circulation Element. He prepared the operational analysis, forecasting, and policy analysis.

City of San Luis Obispo Downtown Road Diet and Corridor Plan

**Transportation Planner Engineer
City of San Luis Obispo | San Luis Obispo, CA | 2021**

Jake prepared visual simulations, virtual public outreach platforms, and operational analysis associated with the City's plans for reducing travel lanes in the downtown to accommodate protected bike lanes.

City of Pismo Land Use and Circulation Element Update

**Project Manager
City of Pismo Beach | Pismo Beach, CA | 2021**

Jake conducted a traffic impact analysis of the proposed Land Use Element. He prepared an update of the City's Circulation Element in conjunction with the City's Proposed Land Use Element Update.

Transportation Impact Studies

City of Paso Robles Hwy 101/46 W Interchange SB743 Analysis

**Project Manager
City of Paso Robles | Paso Robles, CA | 2021**

Jake led the preparation of the Traffic Impact Analysis in compliance with SB743 for upgrades to the Highways 101 and 46 Interchange.

Los Angeles/Glendale Sanitation District Demonstration Facility TIA

**Project Manager
County of San Luis Obispo | San Luis Obispo, CA | 2020**

Jake led the preparation of the Traffic Impact Analysis in compliance with SB743 for proposed public demonstration facility and gathering space.

City of San Luis Obispo Prado Road Interchange SB743 Analysis

**Transportation Planner/Engineer
City of Paso Robles | Paso Robles, CA | 2020**

Jake led the preparation of the Traffic Impact Analysis in compliance with SB743 for upgrades to the Highway 101 and Prado Road Interchange.

Traffic Operations, Traffic Signals, and ITS

Tefft and 101 Corridor Traffic Timing and Coordination

**Project Manager
County of San Luis Obispo | San Luis Obispo, CA | 2021**

Jake led the preparation of the equipment plans and signal coordination plans to the County of San Luis Obispo in collaboration with Caltrans for a multi-agency coordinated signal system.

Placer County Temporary Signal Design and Caltrans Coordination

**Project Manager
City of San Luis Obispo | San Luis Obispo, CA | 2018**

Jake led the preparation of the temporary equipment plans and signal coordination plans to the County of Placer for seasonal holiday peaks.

Doolittle Drive Traffic Signal

**Transportation Planner/Engineer – Designer
City of San Luis Obispo | San Luis Obispo, CA | 2018**

Jake led the preparation of the traffic signal upgrade plans and specifications.

Career history

2019 - present	GHD, Project Manager/Senior Transportation Planner/Engineer
2001 - 2009	City of San Luis Obispo, Deputy Direction of Public Works
1998 - 2000	City of Palmdale, Transportation Technician



B. Service Agreement - Exceptions

→ The Power of Commitment

→ Service Agreement – Exceptions

GHD has reviewed the sample Service Agreement, found on page 8 of the solicitation and request the following exceptions to the terms and conditions of the Retainer Agreement:

- The Agreement does not contain a limitation of liability.
- The waiver of consequential damages in Section 26 should be made mutual.
- GHD’s indemnity obligations should be limited to the extent a claim is caused by GHD’s negligence, and GHD should not be obligated to reimburse defense costs until it has been determined that GHD was at fault for the claim.
- Insurance
 - GHD will not declare its deductibles/SIRS or subject them to client approval, but we can provide limited financial data which should give the City confidence that GHD’s deductibles/SIRs are appropriate given the size and strength of the company.
 - GHD cannot name the City as an additional insured on its E&O Policy.
 - GHD’s insurer will not provide notice to the City of any alteration of its policies (only cancellation), but GHD will provide such notice to the City.

Markups to the Retainer Agreement are below. Redline items are indicated and inserted comments are highlighted.

Page 4, Section 10.2. Professional Performance.

Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. ~~All work or products completed by Professional shall be completed using the best practices available for the profession.~~ Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace ~~unsatisfactory~~ ~~non-conforming~~ Service at no additional expense to City.

Page 10, Section 25.3. Errors and Omissions Liability.

Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000) per claim ~~or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.~~

Page 11, Section 24. Additional Insurance Requirements.

Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), ~~excluding the required workers' compensation~~ ~~and errors and omissions~~ insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, ~~allowed to expire, or materially reduced in coverage~~ without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

Page 11, Section 25. Additional Insurance Requirements. Indemnification by Professional.

To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), Professional ~~shall defend with legal counsel reasonably acceptable to City,~~ indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability ~~of every kind, nature and description that arise out of, pertain to, or relate to~~ ~~to the extent they are caused directly by the negligent~~ acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all

other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

Page 11-12, Section 26. Liability of City.

Notwithstanding any other provision of this Agreement, in no event shall **City either Party** be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

To the maximum extent permitted by law, for any damage caused by negligence, including errors, omissions, or other acts; or for any damages based in contract; or for any other cause of action; Professional's liability, including that of its employees, agents, directors, officers, and subcontractors, shall be strictly limited to the contract value, except as to damage resulting from the gross negligence or willful misconduct of Professional.





FY2022 US West Region Fee Schedule *

Finance Class Code Name	Fee Range		
Technical Director	\$ 200.00	-	\$ 280.00
Professional	\$ 115.00	-	\$ 175.00
Design Technician	\$ 135.00	-	\$ 255.00
Drafting/Design	\$ 85.00	-	\$ 125.00
Business Services Manager	\$ 210.00	-	\$ 275.00
Admin Officer	\$ 75.00	-	\$ 215.00
Construction Manager	\$ 205.00	-	\$ 250.00
Engineer/Supervisor	\$ 150.00	-	\$ 200.00
Inspector/Specialist	\$ 80.00	-	\$ 165.00
Operator/Labourer	\$ 95.00	-	\$ 125.00

- 1 Rates are for employees of all GHD companies.
- 2 All travel cost will be invoiced at coach class rates. Lodging and meal expenses will be at cost unless per diem rate is negotiated.
- 3 Reimbursement for direct expenses incurred for proposed services, including sub-consultant services, will be billed at cost plus 15%
- 4 GHD has implemented a system of billing for consumables on a per hour basis. Associated Project Cost (APC) is a unit cost replacing the individual tracking of some of the consumable costs directly related to projects. Each year the total consumable audited costs are compiled from our general ledger including:
 - Office consumables including engineering supplies and postage
 - Reproduction consumable costs including equipment lease and maintenance, printing, and
 - Communication consumables including telephone expenses
 - Equipment consumable including CADD, software, and IT expensesAssociated project cost (APC) will be invoiced at the following rate:
 - a. General Associated Project Charges APC: \$6.50 / labor hour or 4% of labor costs
 - b. Field Services/Construction Inspector APC: \$11.50 / labor hour
- 5 Reimbursement for vehicles used for proposed services will be at the federally approved mileage rates or at a negotiated monthly rate.
- 6 Overtime for non-exempt employees will be charged at 1.5 times the hourly billing rate.
- 7 If prevailing wage are applicable, the above billing rates and APC will be adjusted proportionate to the increase in labor cost
- 8 The Rate Schedule is subject to change annually



City Council Staff Report

January 25, 2022

From: Dan Madden, Interim Municipal Services Director

Prepared by: Danae Lawrence, Staff Services Analyst

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the submittal of applications for payment programs and related authorizations and authorizing the City Manager or his/her designee to sign any and all necessary documents

2. DISCUSSION OF ISSUE:

The Department of Resources Recycling and Recovery (CalRecycle) administers various Payment Programs to provide opportunities for recycling programs and activities to qualifying jurisdictions throughout the state. Pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), CalRecycle is distributing \$60,000,000 to eligible cities and counties, specifically for assistance with the implementation of regulation requirements associated with SB 1383 through the SB 1383 Local Assistance Grant Program for FY 2021-22.

City staff are preparing to apply for this funding, to utilize it for implementation of regulations adopted by CalRecycle pursuant to Chapter 395, Statutes of 2016. If awarded, this non-competitive grant program will provide funding to the City to assist with the implementation of regulation requirements associated with SB 1383.

The program requires submission of certain documentation including a Resolution that authorizes submittal of the payment program application and identifies the City Manager or his/her designee as the authorized Signature Authority to execute all documents necessary to implement and secure payment.

3. BASIS FOR RECOMMENDATION:

1. The City of Turlock is subject to implementation of all SB 1383 regulations beginning January 1, 2022.
2. The City of Turlock is eligible to receive funding from CalRecycle to be used for implementation of regulation requirements associated with SB 1383.

3. The required documents for the funding application include a resolution authorizing the submittal and providing authority to the City Manager to sign and execute all documents necessary to secure payment.

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

A. Not apply for the funding from CalRecycle. This option is not recommended as it would result in a loss of funding for necessary implementation of regulation requirements associated with the new, unfunded, state mandate SB 1383.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE	}	RESOLUTION NO. 2022-
SUBMITTAL OF APPLICATIONS FOR	}	
PAYMENT PROGRAMS AND RELATED	}	
AUTHORIZATIONS AND AUTHORIZING THE	}	
CITY MANAGER OR HIS/HER DESIGNEE TO	}	
SIGN ANY AND ALL NECESSARY DOCUMENTS	}	
<hr style="border: 1px solid black;"/>		

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle’s procedures for administering payment programs require, among other things, an applicant’s governing body to declare by resolution certain authorizations related to the administration of the payment program; and

WHEREAS, the City of Turlock will utilize this funding to support implementation of unfunded state mandates to promote recycling programs and activities in Turlock.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize staff to submit applications to CalRecycle for various Payment Programs and authorize the City Manager or his/her designee to sign any and all necessary documents; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this governing body.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of January, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Staff Report

January 25, 2022



From: Isaac Moreno, Finance Director
Prepared by: Isaac Moreno, Finance Director
Agendized by: Sarah Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Authorize Interim City Manager to execute service agreement with Townsend Public Affairs for government relations and advocacy services

2. SYNOPSIS:

Authorizing the execution of a Service Agreement between the City of Turlock and Townsend Public Affairs in an amount not to exceed \$120,000 for the government relations and advocacy services from Fund 410 (Water Quality Control) and 420 (Water) equally

3. DISCUSSION OF ISSUE:

On January 14, 2020, Council authorized the execution of a service agreement between the City of Turlock and Townsend Public Affairs for government relations and advocacy services through a Request for Qualification (RFQ) process. This agreement (City Agreement No. 2020-56) had a term of one (1) year with three (3) one (1) year options to extend. The first of the election to extend agreement notices was executed on November 12, 2020 but due to the turn in staff, the second was not executed within the guidelines of the agreement.

Townsend Public Affairs (TPA) is a lobbying organization that assists with legislative advocacy and the pursuit of state and federal funding opportunities. The use of advocacy firms bolsters the City's efforts to secure state and federal funding and makes sure the City is represented during the development of legislation that could positively or negatively affect the City and the community.

Over the years, TPA has developed an understanding of the City's funding needs, not just for wastewater and water projects, but also parks, transportation and transit. The City has developed a productive working relationship with TPA who has developed knowledge of the City's projects, funding needs, and policy concerns.

Staff is recommending executing a new contract with Townsend Public Affairs for one (1) years with an one (1) extension to complete the original term of contract 2020-56 as was intended. No other amendments have been added to the attached agreement or scope of work.

4. BASIS FOR RECOMMENDATION:

A. Council's authorization is needed to execute services agreement with Townsend Public Affairs.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$60,000 annually from Fund 410 and 420

Budget Amendment: There is no budget impact for this fiscal due to funds already been appropriated during the budget process

6. STAFF RECOMMENDATION:

Staff recommends executing the service contract for two (2) years with Townsend Public Affairs for government relations and advocacy services.

7. CITY MANAGER'S COMMENTS:

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Do not approve the Agreement and eliminate all lobbying services. This alternative is not recommended because lobbying services assist with pursuing funding opportunities and allow the City to influence state and federal legislation consistent with the Council's priorities.



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
TOWNSEND PUBLIC AFFAIRS
for
GOVERNMENT RELATIONS AND ADVOCACY SERVICES**

City Agreement No. 2022-XX

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and Townsend Public Affairs, (“Professional”), on this 14th day of January, 2022 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with Government Relations and Advocacy Services (the “Project”).

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference (“Services”). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the schedule or timeline for providing the Services (“Completion Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

D. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 53 of this Agreement, Sections 1 through 53 shall prevail.

2. Term. The term of this Agreement shall be one (1) year and will commence on the Effective Date and terminate on the 14th day of January, 2023 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. City may elect to extend this Agreement for one (1) additional year term, on the same terms and conditions, upon issuing an “Election to Extend Agreement” letter executed by the City Manager to Professional thirty (30) days prior to the expiration of this Agreement.

4. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”).

5. Work.

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibit A**. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services (“Modification” or “Modifications”). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

5.2. City Requested Modification of Services. City may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Professional’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

5.3. Professional Requested Modification in Services. Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional’s proposed course of action for completing the work and a specific request for City

to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

(b) City agrees that the work requires a Modification;

(c) City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed One Hundred Twenty Thousand Dollars (\$120,000) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Payments. City shall make monthly payments in the amount invoiced by Professional within thirty (30) calendar days of receiving such invoice. In the event that an amount of an invoice is in dispute, City shall inform Professional of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

6.3. Invoices. Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

7. Notice to Proceed. Professional shall not commence the performance of the Services until it has been given notice by City ("Notice to Proceed").

8. Time of Performance. Professional warrants that it will commence performance of the Services within thirty (30) calendar days of the Notice to Proceed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. Professional shall, at its sole cost and expense, furnish all facilities, equipment, materials, information, personnel and administrative assistance which may be required to perform its obligations under this Agreement.

10. Time and Personnel Devoted to Services. Professional shall devote such time and personnel to the performance of this Agreement, as is necessary to perform the Services in compliance with the Completion Schedule, Compensation Schedule, and this Agreement.

11. Performance by Qualified Personnel; No Subcontracting. Services under this Agreement shall be performed only by competent personnel under the supervision and direct employment of Professional. Professional will conform with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, shall be supervised by Professional. Professional is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by City in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

12. Representations of Professional. City relies upon the following representations by Professional in entering into this Agreement:

12.1. Qualifications. Professional represents that it is qualified to perform the Services provided in **Exhibit A** and that it possesses the necessary licenses and permits required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Professional shall also ensure that all subcontractors are similarly licensed and qualified. Professional and all subcontractors shall also obtain a business license from City before they commence performance of the Services. Professional represents and warrants to City that Professional shall, at Professional's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Professional to practice Professional's profession at the time the Services are rendered.

12.2. Professional Performance. Professional represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Professional shall be completed using the best practices available for the profession and shall be free from any defects. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

12.3. No Waiver of Claims. The granting of any progress payment by City, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of City, or state certification shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Professional to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

12.4. City's Remedies are Cumulative. Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Professional may have under this Agreement or any applicable law. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

12.5. No Conflict of Interest. Professional represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

13. Conformity with Law and Safety. Professional shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the Americans with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Professional must be in accordance with these laws, ordinances, codes and regulations. Professional's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Professional's subcontractor, if any; (c) name and address of Professional's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Professional shall immediately notify City. Professional shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

14. Contact by Professional with Project Owner or Project Applicant. Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project without the prior consent of the City Manager. In no event shall Professional take any instructions or directions from an Interested Party on any matter pertaining to the Professional's Services to be performed for City under this Agreement.

15. Confidentiality. Professional understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Professional may have access to private or confidential information that may be owned or controlled by City and that such information may

contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City (“Confidential Information”).

Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization. Professional may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Professional agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

16. Excusable Delays; Notice to Other Party of Delay. Professional shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Professional. Force Majeure does not include: (a) Professional’s financial inability to perform; (b) Professional’s failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Professional’s failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Professional.

17. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

18. Suspension of Services by City. City reserves the right to suspend Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Professional for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with Section 26. Such arbitration shall be commenced by the Professional no later than sixty (60) calendar days following the event which entitles the Parties to pursue arbitration unless the Parties agree in writing to an extended time

period for commencement of arbitration. Unless otherwise agreed in writing, all Parties shall carry on the Services and perform their duties during any arbitration proceedings, and City shall continue to make payments for the Services in progress as required by this Agreement.

19. Ownership of Work Product. Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails or any original works of authorship created by Professional or its subcontractors or subcontractors in connection with Services performed under this Agreement (“Products”) shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event it is ever determined that any Product created by Professional or its subcontractors, or subcontractors under this Agreement, are not works for hire under U.S. law, Professional hereby assigns all copyrights to such Products to City. With the prior written approval of City's point of contact for the Project, Professional may retain and use copies of such Products for reference and as documentation of its experience and capabilities.

All Products shall become the property of City irrespective of where located or stored, and Professional agrees to deliver all such documents and information to City, without charge and in whatever form it exists, on the completion of the Professional's Services hereunder. Professional shall have no ownership interest in such Products.

All work product of Professional under this Agreement, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specified in **Exhibit A**.

When this Agreement is terminated, Professional agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

20. Termination of Work by City for Its Convenience. City shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Professional. In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

(a) Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Professional. If City terminates this Agreement after City has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, City shall pay Professional the reasonable value of the Services rendered by Professional pursuant to this Agreement prior to termination of this

Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with Section 26.

(c) Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Professional after the date of the notice of termination.

21. Assurance of Performance. If, at any time, City believes Professional may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Professional for written assurances of performance and a plan to correct observed deficiencies in Professional's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

22. Cancellation for Breach by Either Party. Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If City cancels this Agreement for breach and it is subsequently determined that Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

In the event of cancellation by either Party, copies of all finished or unfinished Products shall become the property of City.

23. Non-Discrimination. In its performance of the Services, Professional shall adhere to City's EEO Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or

status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations.”

In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs (OFCCP) that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

24. Arbitration of Disputes. All claims, disputes, and other matters in question between City and Professional arising out of or relating to this Agreement or the breach thereof, including claims of Professional for extra compensation for Services related to the Project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 to 1284.2 of the California Code of Civil Procedure (the “Arbitration Laws”) unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in this Agreement. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay and liquidated damages, if any, provided for in this Agreement, matters involving defects in the work product of the Professional, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

The Parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving of the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Stanislaus County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorneys' fees incurred by the prevailing party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All parties to the arbitration shall be entitled to the discovery procedures as provided in Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

25. Insurance Coverage. During the Term, the Professional shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide City with written proof of said insurance. Professional shall maintain coverage as follows:

25.1 General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars (\$2,000,000.00).

25.2 Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

25.3 Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per occurrence or greater if appropriate for the Professional's profession. Architects and engineers coverage is to be endorsed to include contractual liability. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.4 Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be

responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. Indemnification by Professional. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

28. Liability of City. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

29. Independent Contractor. At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional performs the Services required under this Agreement. Professional shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Professional. City shall have the right to control Professional only insofar as the result of Professional's Services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

30. Professional Not Agent. Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

31. Payment of Taxes and Other Expenses. Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Professional.

32. Notices. All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

If to City: **City of Turlock**
Attn: Isaac Moreno, Finance Director
156 S. Broadway, Suite 110
Turlock, CA 95380-5456

With courtesy copies to: **Petrulakis Law & Advocacy, APC**
Attn: George A. Petrulakis, City Attorney
P.O. box 92
Modesto, CA 95353

If to Professional: **Townsend Public Affairs**
Attn: Christopher Townsend, President
1401 Dove Street, Suite 330
Newport Beach, CA 92660

33. City Contract Administrator. City's contract administrator and contact person for this Agreement is:

City of Turlock
Attn: Isaac Moreno, Finance Director
156 S. Broadway, Suite 110
Turlock, California 95380-5456
Telephone: (209) 668-6071
E-mail: imoreno@turlock.ca.us

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

35. Use of City Project Number. Professional or its subcontractors agree 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 Professional or its subcontractors from using their own project numbers for their own internal use.

36. Modification. No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

37. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

38. Assignment. No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement, in whole or in part, to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

39. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

40. Drafting and Ambiguities. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

41. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

42. Venue. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

43. Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

- 44. Counterparts.** This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- 45. Audit.** City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Professional's charges to City under this Agreement.
- 46. Entire Agreement.** This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written.
- 47. Supersedes Prior Agreement.** It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.
- 48. Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.
- 49. Successors and Assigns.** All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.
- 50. Headings.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.
- 51. Attorney's Fees and Costs.** If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.
- 52. Necessary Acts and Further Assurances.** The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.
- 53. Time is of the Essence.** Time is of the essence in this Agreement for each covenant and term of a condition herein.

[Signatures on Following Page]

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

PROFESSIONAL

Townsend Public Affairs

By: _____

Print Name: _____

Title: _____

Date _____

CITY

**City of Turlock, a California
municipal corporation**

By: _____
Sarah Eddy, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, Interim City Clerk



**Proposal for
Government Relations and
Advocacy Services**

RFP No. 19-047

November 13, 2019

WWW.TOWNSENDPA.COM

**SACRAMENTO • WASHINGTON, DC
NORTHERN CALIFORNIA • CENTRAL CALIFORNIA
SOUTHERN CALIFORNIA**

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November 13, 2019

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

Dear Mr. Cooke:

Thank you for the opportunity for Townsend Public Affairs, Inc. ("TPA") to submit our proposal for Government Relations and Advocacy Services to the City of Turlock ("City").

TPA has been proud and honored to provide state and federal legislative advocacy, grant writing, and funding advocacy services to the City over the past six years. During our tenure, TPA has demonstrated its focused and unwavering commitment to the legislative platform and funding priorities of the City, securing **over \$34.8 million** in funding for the City, while serving as an extension of the City staff.

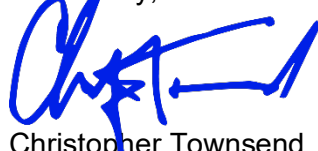
Since its inception in 1998, TPA has earned the reputation as ***Champions for Better Communities*** by providing the experience, resources, and relationships expected from a premier legislative advocacy and grant writing firm while also giving clients the unique brand of customer service they deserve: personal attention, maximum accessibility, and passion for their mission.

Our strategic approach to advocacy and funding is tailored to meet the individual needs of each client by leveraging the breadth and depth of our team as well as our vast network of relationships with key stakeholders and decision makers.

Utilizing this method on behalf of our clients, TPA has shepherded over 80 legislative and regulatory proposals into law, and secured over \$1.7 billion in grants from state, federal, and local government agencies as well as nonprofit foundations and private companies.

Thank you again for your interest in our firm and your consideration of this proposal. Please contact us if you have any questions or need additional information. We would be honored to serve the City of Turlock.

Yours truly,



Christopher Townsend
President



BACKGROUND

TPA is one of the largest advocacy firms in California and is continually recognized as a “top ten” firm registered with the California Secretary of State. Founded in 1998 by Christopher Townsend, **TPA has provided customized legislative advocacy and funding services for 235 public agencies throughout the State of California.**

TPA’s proven advocacy methods have generated significant legislative and funding victories on behalf of our clients. The passage of measures spans a variety of subject areas including, but not limited to, economic development, affordable housing, transportation and infrastructure, public works, public safety, parks and recreation, and water.

TPA is constantly working to stay ahead of the continually shifting political climate by adjusting strategies to position clients for continued success. Over the years, TPA has developed an extensive network with members and staff of the California State Legislature and Congress, which allows TPA to provide our clients with the most up-to-date information on state and federal legislative and regulatory activities. TPA’s strong relationships with senior professional staff provide a two-way dialogue allowing TPA clients access to voice their concerns and provide information on developing and proposed legislation.

Since 1998, TPA has secured **over \$1.7 billion** in funding for our clients, as well as worked with the State Legislature and Congress to have **over 80** client-sponsored bills signed into law. The balanced and comprehensive service that TPA has utilized to secure these victories would be utilized and leveraged on behalf of the City of Turlock.

TPA is comprised of 14 full-time passionate, hardworking state and federal advocates providing legislative and funding advocacy to turn clients’ visions into reality. The TPA team works with clients to craft and execute an agenda focused on implementing legislative and funding solutions for legacy projects at all levels of government. The firm is made up of team members with their own areas of expertise, who will collaborate and work together to achieve ultimate results. This means the City will have a dedicated Client Manager, as well as the benefit of having a variety of subject experts at its disposal who are at the top of their field to tackle projects and issues of the City.



GENERAL INFORMATION

- Point of Contact Information:
 - Sharon Gonsalves, Senior Associate
 - TPA State Capitol Office, 925 L Street, Suite 1404, Sacramento, CA 95814
 - (949) 399-9050
 - SGonsalves@TownsendPA.com

- Individual Authorized to Negotiate Contract Terms and Make Binding Agreements:
 - Christopher Townsend, President
 - TPA Southern California Office, 1401 Dove Street, Suite 330, Newport Beach, CA 92660
 - (949) 399-9050
 - ChristopherTownsend@TownsendPA.com



SERVICES

TPA is a state and federal legislative advocacy and grant writing firm that provides lobbying and funding services to public agencies and nonprofit organizations throughout California.

- Founder/Owner/President: Christopher Townsend
- Advocacy Success: Shepherded **over 80** client-sponsored legislative proposals into law
- Funding Success: Over **\$1.7 billion** in state, federal, and local government grants as well as grants from nonprofit organizations and private companies
- Longevity: 21 years (founded in 1998)
- Number of Employees: 17
- Number of Registered State and Federal Lobbyists and Grant Writers: 14
- Number of Offices: Five
 - TPA State Capitol Office, Sacramento
 - TPA Federal Office, Washington, DC
 - TPA Northern California Office, Oakland
 - TPA Central California Office, Fresno
 - TPA Southern California Office, Newport Beach
- Number of Current Clients: 105
 - City Governments
 - County Governments
 - Water and Sanitation Districts
 - Transportation Districts
 - K-12 School Districts
 - Community College Districts
 - Parks and Recreation Districts
 - Museums, Science Centers, and Cultural Facilities
- Areas of Specialization:
 - Local Governance (Cities, Counties, Special Districts)
 - Transportation Policy and Infrastructure
 - Water and Sanitation Policy and Infrastructure
 - Education Policy and Infrastructure
 - Housing and Economic Development
 - Parks and Community Facilities (Recreational, Cultural, Historical)
 - Energy, Environment, and Natural Resources
 - Public Safety
 - Budget and Finance
- Ranking by Revenue Reported to the California Secretary of State:
 - 9th of 474 Firms Registered for 2017-18 Legislative Session
 - 98th Percentile



LEGISLATIVE ADVOCACY ACHIEVEMENTS

Policy Sector	Issue	Description
Local Governance	Local Control and Finance	<ul style="list-style-type: none"> Public Facilities and Finance Public Employee Programs Contractual Assessment Programs Infrastructure Financing Opportunities
	Public Employee Benefits	<ul style="list-style-type: none"> PEPRA Compliance JPA Benefits Medical Benefits Vesting
Transportation	Local Streets and Roads	<ul style="list-style-type: none"> State Highway Relinquishments Local Venue Signage on State Highways
	State Highway System	<ul style="list-style-type: none"> State Bond Funding for Highway Projects Expansion of Toll Lanes/Toll Roads
Water and Sanitation	Water Quality	<ul style="list-style-type: none"> Drinking Water Public Health Regulations Groundwater Pollution Liability Groundwater Management Plans Direct/Indirect Potable Reuse
	Water Infrastructure	<ul style="list-style-type: none"> State Bond Funding for Water Projects Local Reliability Projects Water Conservation Programs
	Sanitation Infrastructure	<ul style="list-style-type: none"> Integrated Regional Watershed Projects Advanced Water Treatment Facilities
Education	Community College Districts	<ul style="list-style-type: none"> Veterans Resources Alternative Energy Job Training ADA Reform
	K-12 School Districts	<ul style="list-style-type: none"> K-12 Safety Planning Programs Joint Use Projects with Civic Agencies
	School Facilities	<ul style="list-style-type: none"> Charter School Facilities Funding Community College Facilities Funding K-12 School District Facilities Funding
Housing and Community Development	Affordable Housing	<ul style="list-style-type: none"> Developing Funding for Affordable Housing Expanding Affordable Housing Eligibility
	Economic Development	<ul style="list-style-type: none"> Capital Investment Incentive Program Expansion Enterprise Zone Program Regulations Military Base Re-Use Land Planning
	Redevelopment	<ul style="list-style-type: none"> Agency Dissolution Process Developing Post-RDA Funding Sources State Liability Reduction
Recreation and Community Resources	Park Facilities	<ul style="list-style-type: none"> Joint-Use Projects with Schools Districts State Bond Funding for Local Park Projects
	Cultural Facilities	<ul style="list-style-type: none"> CA Cultural and Historical Endowment CA Nature Education Facilities Program
Energy, Environment, and Natural Resources	Health and Safety	<ul style="list-style-type: none"> Air Pollution Reduction Methods Treatment of the Remains of a Deceased Veteran
	Greenhouse Gas Reduction	<ul style="list-style-type: none"> TOD Housing to Support Cap and Trade Objectives Increase Transit Accessibility for Active Transportation
Public Safety	Crime Reduction	<ul style="list-style-type: none"> Sex Trafficking Control Gun Control
	Local Law Enforcement	<ul style="list-style-type: none"> Increasing Local Police Presence/COPS Police Body Cameras Regional Public Safety Task Force Initiatives
	Cannabis	<ul style="list-style-type: none"> Drafting Local and State Cannabis Regulations Local Control

A DETAILED SCHEDULE OF OUR STATE, FEDERAL, AND LOCAL LEGISLATIVE ADVOCACY ACHIEVEMENTS CAN BE PROVIDED UPON REQUEST



FY 2019-20 STATE BUDGET EARMARKS

This table provides an overview of the direct budget allocations secured on behalf of our clients from the 2019-20 State Budget. TPA worked closely with our clients to identify priority projects for each funding request. TPA then worked with members of the Assembly and Senate Budget Committee, as well as the Governor’s Administration, to ensure our client’s projects were included in the final budget approved by the Legislature.

Client Name	Project	Amount Awarded
City of Agoura Hills	Stormwater Treatment Project	\$1,000,000
City of Avalon	Underground Fuel Tank Removal and Replacement	\$500,000
City of Buena Park	Historical Renovations	\$500,000
City of Costa Mesa	Lions Park	\$1,000,000
City of Dinuba	Water Well Replacement	\$1,000,000
City of Huntington Beach	Multi-Use Blufftop Path	\$1,700,000
City of Laguna Beach	Laguna Canyon Road Fuel Modification	\$1,000,000
City of Oakland	Public Safety Projects	\$4,000,000
	Bus Services	\$1,000,000
City of Selma	Storm Drain, Storage and Recharge	\$1,500,000
Discovery Cube of Los Angeles	Natural Resources Pavilion	\$5,000,000
Discovery Cube of Orange County	Property Acquisition/Parking Structure	\$10,000,000
East Contra Costa Fire Protection District	Equipment, Vehicles, and Facilities Acquisitions and Improvements	\$500,000
North County Transit District	Del Marr Bluffs Stabilization Project	\$6,130,000
Tri Valley Cities Coalition	Dublin Sports Grounds All Abilities Playground	\$1,400,000
TOTAL FY 2019-20 STATE BUDGET EARMARKS		\$36,230,000



GRANT FUNDING ACHIEVEMENTS

This table provides an overview of our grant funding achievements on behalf of our clients from state, federal, and local government agencies as well as private and nonprofit grant programs.

These amounts represent grants secured through a competitive and/or legislative process and do NOT include any funds awarded to clients via formulas or related forms of funding entitlements.

Policy Sector	State Funding	Federal Funding	All Sources
Transportation	\$544.9 Million	\$101.7 Million	\$646.6 Million
Housing and Economic Development	\$363.2 Million	\$5.0 Million	\$368.2 Million
Parks and Recreation	\$108.7 Million	\$6.2 Million	\$114.9 Million
Water and Sanitation	\$117.8 Million	\$6.2 Million	\$124.0 Million
Cultural Resources	\$94.1 Million	\$7.0 Million	\$101.1 Million
Public Safety	\$52.0 Million	\$45.6 Million	\$97.6 Million
Education	\$247.9 Million	\$22.3 Million	\$270.2 Million
TOTAL	\$1.529 Billion	\$194 Million	\$1.723 Billion

A DETAILED SCHEDULE OF OUR STATE, FEDERAL, AND LOCAL GRANT FUNDING ACHIEVEMENTS CAN BE PROVIDED UPON REQUEST



PROPOSED SCOPE OF SERVICES

TPA will utilize the following strategic and comprehensive approach to continue to efficiently and effectively provide state and federal legislative advocacy, grant writing, and funding advocacy services to the City:

- **Conduct Detailed Orientation:** TPA utilizes a comprehensive onboarding process that includes extensive meetings with various relevant members of City leadership and key City departments to help develop a strategic plan that is carefully tailored to satisfy the needs of the City, as well as designed for maximum success in the current political climate and funding environment (*RFP Scope of Work, Number 1, page 2*).

STATE AND FEDERAL LEGISLATIVE ADVOCACY

- **Develop Legislative Strategy:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop an official legislative platform and strategy that represents the City's priorities in Sacramento and Washington, DC. This blueprint will be shared with key stakeholders in the State Legislature and Governor's Administration as well as Congress and the Trump Administration.
- **Implement the Legislative Strategy:** TPA will advocate for the City's legislative agenda utilizing the following methods:
 - **Build and Strengthen Relevant Relationships:** TPA has cultivated a network of valuable relationships that will be leveraged to promote the City's legislative agenda. TPA will support a positive relationship with key legislators and decision makers including but not limited to (*RFP Scope of Work, Number 2, page 2*):
 - The City's Congressional representatives and their staff
 - Other key member of Congress and their staff
 - Various federal agencies
 - The Governor's office
 - The City's State Legislative representatives and their staff
 - Other key members of the State Legislature and their staff
 - State Water Resources Control Board
 - California Department of Parks and Recreation
 - Office of Emergency Management
 - Department of Transportation
 - Other federal and state agencies representing the City's specific interests



- **Leverage Relationships for Strategic Advocacy Plan:** TPA will engage various techniques to leverage our network of key relationships on behalf of the City (*RFP Scope of Work, Number 11, page 3*):
 - Schedule meetings for the City to discuss relevant legislation
 - Prepare all briefing materials and talking points for the City
 - Brief legislative offices and stakeholders on the City’s legislative agenda
 - Follow-up on meetings to ensure commitments and deliverables are being met
- **Coordinate Advocacy Trips:** TPA will work with the City to coordinate advocacy trips to Sacramento and Washington, DC to meet with the City’s legislative delegation, as well as legislators that serve on committees relevant to the City’s agenda (*RFP Scope of Work, Number 5, page 2*).

TPA will also facilitate meetings during the League of California Cities Conference to maximize the City’s time in Sacramento (*RFP Scope of Work, Number 6, page 2*) and during the National League of Cities and US Conference of Mayors to maximize the City’s time in Washington, DC (*RFP Scope of Work, Number 5, page 2*). Furthermore, whenever possible, TPA will also schedule site visits by legislators to the City.

- **Track Legislation:** TPA will identify, analyze, and monitor all state and federal legislation and regulatory processes, including bill introductions and amendments relevant to the City’s legislative platform and assess their potential impact on the City (*RFP Scope of Work, Number 3, page 2*). TPA will provide the City with specific analysis of administrative, legislative and regulatory matters that may impact the City (*RFP Scope of Work, Number 3, page 2*).
- **Craft Testimony and Position Letters:** TPA will prepare and submit written and verbal testimony regarding legislation relevant to the City (*RFP Scope of Work, Number 14, page 3*). TPA will also draft and deliver position letters to legislators and key officials on specific bill language (*RFP Scope of Work, Number 15, page 3*).

TPA will lobby for the City’s position on legislation and regulatory matters of interest that benefit the City and oppose legislation or regulations not beneficial to the City (*RFP Scope of Work, Number 7, page 3*).

- **Draft Bill Language:** TPA will draft language and amendments for relevant legislation, as required to protect and promote the City’s agenda (*RFP Scope of Work, Number 13, page 3*). TPA will also provide training, when needed, regarding the process of implementing both legislative and regulatory changes (*RFP Scope of Work, Number 12, page 3*).



- **Respond to Inquiries:** TPA will respond to inquiries from the League of California Cities and other advocacy groups, including but not limited to ACWA, California Parks and Recreation Society, California Police Chiefs Association, California Fire Chiefs Association, California Police Chiefs Association, California Chapter of the American Planning Association relating to the impacts that specific legislation or regulations may have on the City (*RFP Scope of Work, Number 10, page 3*).
- **Provide Progress Reports:** TPA will confer regularly (weekly and/or monthly) with the City on our activities (*RFP Scope of Work, Number 8, page 3*). TPA will provide timely electronic reports on the status of all legislative activity, such as bill language, amendments, and committee analyses to the City Council and City Manager (*RFP Scope of Work, Number 8 & 9, page 3*). In addition to written reports, TPA will be available to the City for conference calls, in-person briefings, and meetings.

TPA will conduct at least one in-person briefing per year to the Mayor and City Council and key City departments as identified by the City Manager’s office (*RFP Scope of Work, Number 16, page 3*).

- **Prepare and File Lobbying Disclosure Reports:** TPA will prepare and file, on behalf of the City, all applicable state and federal lobbying disclosure reports.

GRANT WRITING AND FUNDING ADVOCACY

- **Develop Funding Strategy:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop a funding strategy that represents the City’s priority projects, including but not limited to public safety, major public works projects, and transportation and infrastructure projects in Sacramento and Washington, DC (*RFP Scope of Work, Number 4, page 2*).
- **Implement the Funding Strategy:** TPA will implement the City’s funding strategy utilizing the following methods:
 - **Identify, Research, and Monitor Grant Funding Opportunities:** TPA will utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the City’s projects. TPA will then share these opportunities with the City for further assessment and determination if a grant application is warranted. The City will also receive a grant matrix of funding programs that is updated regularly as new opportunities arise.



- **Grant Application Development and Submittal:** TPA will assist the City with the development, drafting, submission, and follow up of their grant applications. This support will include strategic assistance such as letters of support from key stakeholders and other materials to make the application as compelling and competitive as possible. TPA will also leverage relationships with relevant in various funding agencies to ensure that City grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding.
- **Post-Award Grant Administration and Compliance:** TPA will also assist, as needed, with post-award administration and compliance for all grant applications submitted by TPA on behalf of the City. This assistance will include interacting with granting agencies on behalf of the City, providing support as needed for the drafting and submission of required reports, evaluations, and other tasks. With respect to any proposal that is not awarded funds, TPA will follow-up with granting agencies to get feedback on how to prepare a more competitive and successful application for the next round of funding.

FIRM EXPERIENCE

DESCRIPTION OF EXPERIENCE

Founded in 1998, TPA has raised the bar amongst California advocacy firms. With four offices strategically located across the state, as well as an office in Washington DC, TPA is perfectly positioned to achieve results which other firms simply cannot. Since its founding, TPA has enjoyed tremendous success including, but not limited to:

- **Legislation:** Through years of hard work and a focus on customer service, TPA has built a strong reputation in Sacramento and Washington, DC as effective legislative advocates on behalf of local public agencies and nonprofit organizations. TPA works hand in hand with clients to develop and promote new legislative proposals that advance priorities and solve issues facing clients. TPA will monitor, analyze and prioritize legislation, as well as develop a legislative strategy that is specifically tailored to the City. TPA has been successful with shepherding **over 100** client-sponsored pieces of legislation into law under different administrations including: Governors Davis, Schwarzenegger, Brown, and Newsom as well as Presidents Clinton, Bush, Obama, and Trump. Additionally, TPA protects clients against harmful legislation by working to defeat bills or crafting solutions to fix bills.
- **Funding:** TPA has secured over **\$1.7 billion** in public funding for client projects in the areas of water and wastewater, transportation, housing and development, parks and recreation, public safety, education, and cultural resources. TPA works with its clients through every step of the funding process, starting as early as the creation of relevant funding opportunities through legislative, budget and bond proposals. TPA then works to influence any legislative and regulatory processes in place to distribute and award funds. In partnership with clients, TPA assists with the development of grant applications and shepherds them through the agency review process, advocating aggressively to get applications funded.
- **Diverse Expertise:** TPA professionals come from a wide range of background experiences and areas of expertise. The diversity of the team members allows maximized creativity, innovation, and strategic thinking when implementing client agendas. The advocates of TPA have strong ties to the Democratic and Republican parties, the Legislature, Congress and multiple Administrations, the political world and the real world. TPA combines all of these skills and experiences together to the benefit of clients.



CLIENT SERVICE TEAM

With a team of 14 grant writers and registered state and federal advocates and grant writers, TPA has the breadth and depth of experience AND the ability to deploy as many advocates and grant writers as needed to maximize success for the City while minimizing the burden on City staff.

TPA proposes the following team of key personnel to support and work on behalf of the City:

- 1. Christopher Townsend**
President
- 2. Richard Harmon**
Senior Director
- 3. Sharon Gonsalves**
Senior Associate
- 4. Jonathan Jackson**
Senior Associate
- 5. Laura Kroeger**
Associate

Resumes for each member of the project team, outlining their academic training, experience, and professional accomplishments have been included in the appendix of this proposal on page 21.

STATE AND FEDERAL ADVOCACY AND FUNDING ACHIEVEMENTS FOR THE CITY OF TURLOCK

TPA has provided state and federal advocacy, grant writing, and funding advocacy services to the City of Turlock **since 2013 (six years)**, which means we are uniquely qualified to understand the needs of the City, craft a legislative agenda, and then develop and implement an advocacy and funding strategy to achieve success. Throughout the course of our engagement, we have achieved significant advocacy successes for the City. Furthermore, we have secured **over \$34.8 million** in funding for City projects and priorities. The following is a summary of our successes for the City:

TPA STATE AND FEDERAL ADVOCACY AND FUNDING ACHIEVEMENTS FOR THE CITY OF TURLOCK	
Policy Area	Description of Efforts
Water	<p>North Valley Regional Recycled Water Project: TPA worked to coordinate three separate state and federal advocacy trips for the project and helped the City secure the necessary permits to move forward with the North Valley Regional Recycled Water Project. Additionally, TPA worked with the City Council and staff to secure \$34.3 million for the project. \$30 million was secured from the State Revolving Loan Fund and \$4.3 million was secured from the Title XVI Grant Program.</p>
	<p>Stanislaus Regional Water Authority: TPA scheduled and participated in a meeting between members of the SRWA and then Congressman Jeff Denham to discuss possible federal funding opportunities.</p> <p>In 2019, TPA scheduled three advocacy trips to Sacramento and facilitated meetings with Governor Newsom’s Legislative Secretary, key members of the Natural Resources Agency, and legislators.</p> <p>TPA coordinated multiple meetings with Congressman Josh Harder to discuss relevant priorities.</p> <p>TPA continues to engage federal representatives and regional stakeholder representatives on the Stanislaus Regional Water Authority project.</p>
	<p>TPA regularly engages with the offices of Senator Dianne Feinstein, Senator Kamala Harris, and Congressman Josh Harder to support funding for programs that benefit City projects such as the Land Water Conservation Fund, Clean Water Revolving Fund, and WaterSMART in Fiscal Year 2020 appropriations bills. The City is on track to see a 75-100% success rate in Fiscal Year 2020.</p>



FIRM EXPERIENCE

Parks and Recreation	In 2015 and 2016, TPA developed and submitted applications to the Land and Water Conservation Fund for improvements to the Swanson-Centennial Park.
	In 2019, TPA worked with the City’s Parks and Recreation Department to submit grant applications to the Cultural, Community, and Natural Resources program and the Statewide Parks Program.
Transportation	In 2016, TPA worked with City staff to prepare and submit applications for the Active Transportation Program.
	TPA worked with staff on SB 903 by Senator Anthony Cannella. The bill authorized the Stanislaus Council of Governments (SCOG) to reduce an operator’s Fairbox Recovery Ratio up to 5% to remain eligible for funds under the Transportation Development Act. This bill was signed into law on July 16, 2018.
	TPA successfully defeated the harmful Rostentowski Test, in two consecutive transportation funding bills (Fiscal Year 2019 and Fiscal Year 2020). The proposal would have cut all transit formula apportionments. TPA facilitated all engagement for the City on this topic, including meetings, research, and preparation of all written materials.
Housing	In 2014, TPA worked with City staff and the Stanislaus County Association of Governments to develop a legislative proposal that would revise the State process for establishing Regional Housing Needs Assessment (RHNA) numbers to more accurately reflect housing development. The proposal was ultimately not introduced.
Public Safety	TPA worked with the Fire Department in 2013, 2015 and 2016 on applications to FEMA’s Staffing for Adequate Fire and Emergency Response (SAFER) Program for funding of fire engine personnel and vehicle exhaust facility equipment.
	TPA assisted the Department with an application to FEMA’s Assistance to Firefighters Grant (AFG) Program for funding of vehicle extrication equipment.
	In 2014, TPA worked with the Police Department to secure a \$500,000 grant from the U.S. Department of Justice Community Oriented Policing Services Program for the City’s Street Crimes Unit.

SIMILAR SERVICES PROVIDED

Included in the references section on the following page are examples of similar services provided to organizations over the last five (5) years including the general scope, cost, and contact information for the client representative.



REFERENCES

1. City of Pismo Beach

Contact Name and Title: Jim Lewis, City Manager
Address: 760 Mattie Road, Pismo Beach, CA 93449
Phone Number: (805) 773-4657
Services Provided: State Advocacy and Grant Writing
Dates of Performance: 2016 to Present
Contract Amount: \$3,500 per month

2. City of Buena Park

Contact Name and Title: Jim Vanderpool, City Manager
Address: 6650 Beach Boulevard, Buena Park, CA, 90621
Phone Number: (714) 562-3550
Services Provided: State and Federal Advocacy and Grant Writing
Dates of Performance: 2009 to Present
Contract Amount: \$8,075 per month

3. City of Merced

Contact Name and Title: Stephanie Dietz, Assistant City Manager
Address: 678 West 18th Street, Merced, CA 95340
Phone Number: (209) 385-6834
Services Provided: State and Federal Advocacy and Grant Writing
Dates of Performance: 2017 to Present
Contract Amount: \$5,000 per month

4. City of Reedley

Contact Name and Title: Nicole Zieba, City Manager
Address: 1733 9th Street, Reedley, CA 93654
Phone Number: (559) 637-4200
Services Provided: State and Federal Grant Writing and Funding Advocacy
Dates of Performance: 2016 to Present
Contract Amount: \$3,500 per month

5. Merced County Association of Governments

Contact Name and Title: Stacie Dabbs, Deputy Executive Director
Address: 369 W. 18th Street, Merced, CA 95340
Phone Number: (209) 723-3153 x 109
Services Provided: Federal Advocacy and Grant Writing
Dates of Performance: 2012 to Present
Contract Amount: \$2,085 per month



PENDING CLAIMS AND LITIGATION

TPA does NOT have any claims or litigation, pending or finalized, to disclose from the past five (5) years.



PROPOSED COMPENSATION

OPTION I: HOURLY BILLING RATES

KEY PERSONNEL	HOURLY BILLING RATES*
Christopher Townsend, President	\$250
Richard Harmon, Senior Director	\$200
Sharon Gonsalves, Senior Associate	\$175
Jonathan Jackson, Senior Associate	\$175
Laura Kroeger, Associate	\$150
<i>*The hourly fee includes all reasonable business and travel expenses</i>	

OPTION II: FLAT MONTHLY FEE

DESCRIPTION OF SERVICES	FEE
Government Relations and Advocacy Services	\$5,000 Per Month*
• Conduct Detailed Orientation	Included
• Develop Legislative Strategy	Included
• Implement the Legislative Strategy	Included
• Build and Strengthen Relevant Relationships	Included
• Leverage Relationships for Strategic Advocacy Plan	Included
• Coordinate Advocacy Trips	Included
• Track Legislation	Included
• Craft Testimony and Position Letters	Included
• Draft Bill Language	Included
• Respond to Inquiries	Included
• Provide Progress Reports	Included
• Prepare and File Lobbying Disclosure Reports	Included
• Develop Funding Strategy	Included
• Implement Funding Strategy	Included
• Identify, Research, and Monitor Grant Funding Opportunities	Included
• Grant Application Development and Submittal	Included
• Post-Award Grant Administration and Compliance	Included
<i>*The monthly fee includes all reasonable business and travel expenses</i>	

TPA RECOMMENDS THE CITY SELECT OUR MONTHLY FEE PLAN AS A MORE COST EFFECTIVE OPTION THAN BILLING BY THE HOUR.



APPENDIX: TEAM RESUMES



Christopher Townsend, President: Christopher founded TPA in 1998 and has over 37 years of experience in public affairs, legislative advocacy, and grant writing. Christopher and TPA have represented 308 clients, including 238 local public agencies, such as cities, counties, transportation agencies, water and sanitation districts, school districts, community college districts, park and recreation districts, and other special districts, as well as nonprofit organizations.

Townsend Public Affairs, Inc.

President

1998-Present

Christopher provides leadership to a team of 16 professionals and manages the development and implementation of strategies for client agendas. Some achievements include:

- Under Christopher’s leadership, TPA has shepherded **over 80** legislative and regulatory proposals into law over a wide range of policy areas, including local governance, water and sanitation, transportation, education, housing and economic development, parks and natural resources, historical and cultural resources, and public safety. The bipartisan capabilities of the firm are demonstrated by legislative successes over the tenure of several federal and state administrations, including: President George W. Bush, Barack Obama, Donald Trump, and Governors Pete Wilson, Gray Davis, Arnold Schwarzenegger, Jerry Brown, and Gavin Newsom.
- Christopher has developed close working relationships with several key members of Congress with respect to transportation infrastructure policy and funding, natural resources policy and funding, and agriculture policy and funding, including Senators Dianne Feinstein and Kamala Harris, as well as the following representatives: Mike Levin, Alan Lowenthal, John Garamendi, Eric Swalwell, Paul Cook, Mark DeSaulnier, Gil Cisneros, Katie Porter, Harley Rouda and Grace Napolitano.
- Christopher and his team have secured over **\$1.7 billion** in local, regional, state, and federal government grants as well as private and nonprofit grants for a multitude of legacy projects in the policy sectors of water and sanitation, transportation, education, housing and economic development, parks and natural resources, historical and cultural resources, and public safety.
- Christopher and TPA have participated in the development and implementation of several California bond propositions for the statewide ballot to provide capital funding for major infrastructure projects, including water and sanitation, transportation, education, housing and economic development, parks and natural resources, and historical and cultural resources, including Propositions 1, 1B, 1C, 1D, 1E, 12, 13, 14, 40, 47, 50, 55, 68 and 84. Most recently, Christopher worked closely with the State Legislature and the Governor’s office on the drafting of SB 5 (De Leon), which authorized a **\$4 billion** park bond that was approved on the November 2018 statewide ballot as Proposition 68.



- In 2002, Christopher was personally requested by Oakland Mayor Jerry Brown to help him secure funding for three of his priority projects for the City of Oakland: the establishment of the Oakland Military Institute (OMI), the creation of a permanent facility for the Oakland School of the Arts (OSA), and the renovation and restoration of the historic Fox Theater. Under Christopher's leadership, TPA secured over **\$24.5 million** for all three projects.
- In 1997, Christopher was appointed by Assembly Speaker Cruz Bustamante to serve on the California Film Commission.
- In 1999, Christopher was appointed by Assembly Speaker Antonio Villaraigosa to serve on the Speaker's Commission on State and Local Government Finance.

PepsiCo/Taco Bell Corp., Irvine, CA

Senior Director, Government & Community Affairs

1992-1998

Christopher managed and directed government and media relations, crisis management, internal communications, and marketing publicity. Christopher also managed the political action committee for state and federal political races. Additionally, Christopher managed community relations initiatives, corporate philanthropy, and the Taco Bell Foundation.

Stein-Brief Group, Inc., Dana Point, CA

Vice President, Public Affairs

1982-1992

Christopher directed government, community, and media relations at the local, state, and federal levels, including the management of all political, civic, charitable, and cultural activities. Christopher provided land-use planning and entitlement process analysis for domestic and international projects. Christopher also managed activities with numerous state and federal agencies to ensure compliance with all applicable laws and regulations governing land use. Finally, Christopher created and directed a political action committee that supported various local, state, and federal candidates and ballot initiatives.

JFK School of Government, Harvard University, Cambridge, MA

Master of Public Administration

1991

Claremont McKenna College, Claremont, CA

Bachelor of Arts, Political Science, Magna cum Laude, Political Science Honors Prize 1982

Coro Fellow

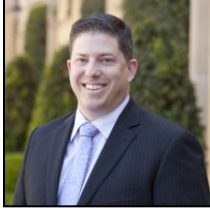
Southern California

1981

Harry S Truman Scholar

California

1980



Richard Harmon, Senior Director: Richard brings 20 years of legislative and public policy experience to TPA, eleven of which have been focused on public agencies across California. Richard has special expertise in transportation planning and infrastructure (including State Transportation Agency, California Transportation Commission, and Caltrans). His experience also extends to the policy sectors of public safety, parks and recreation, local governance, and water resources.

Townsend Public Affairs, Inc.

Senior Director

2011-Present

At TPA, Richard serves a broad range of public agency clients throughout California. He advocates at the state, regional, and local level for client projects and programs including state grants programs and other funding opportunities. Richard's network of relationships in both the State Capitol and at Caltrans (combined with his reviewer's perspective on grant funding proposals) contributes to his success, with accomplishments that include:

- Richard worked with the City of Tulare to secure **\$7.5 million** for their State Route 99 Cartmill Avenue Interchange Project from Proposition 1B. Leveraging close relationships at the California Natural Resources Agency and California Transportation Commission, Richard worked with the City of Tulare on the successful development and submittal of an Environmental Enhancement and Mitigation Program application to complement the City's interchange project in the amount of **\$458,260**.
- Richard worked with the City of Moreno Valley to secure a **\$16.8 million** grant for their SoCal Freight Gateway: SR-60 Truck Safety and Efficiency Project. Leveraging close relationships at the California Transportation Commission, Richard worked with the City on the development and submittal of a Trade Corridor Enhancement Program application to fund phase one the project.
- Richard secured a legislative extension to protect a **\$460,000** grant that the City of Hayward received from the 2011 Building Equity and Growth in Neighborhoods Program. The funds will be utilized to build a 10-unit homeownership development in partnership with Habitat for Humanity. Richard also secured legislation that would authorize the City of El Monte to retain more than \$2 million in Traffic Congestion Relief Funds previously received from the State, allowing for critical investment in the City's streets and roads.
- Richard secured **\$789,000** in state and federal grants for Safe Routes to School (SR2S) sidewalk and safety improvements for the County of Mariposa. Richard then worked closely with Caltrans Headquarters and District 10 staff as they "closed out" SR2S to prepare for its replacement by the Active Transportation Program (ATP). Richard convinced Caltrans to distribute the balance of unspent SR2S funds rather than let them revert to the federal government at the end of their fiscal year. Richard provided justification and cost estimates for additional funding to be allocated to County projects, which resulted in a supplemental SR2S grant of **\$302,770** to the County for the completion of their safety projects.

California Department of Transportation*Deputy Director, Legislative and Local Government Affairs*

2007-2011

As the Governor Schwarzenegger-appointed liaison between the Administration and Congress and the State Legislature on transportation-related issues, Richard made policy recommendations and provided committee testimony on pending legislation. Significant projects included:

- Richard developed legislation to expedite the distribution of \$2.6 billion in transportation funds made available under the American Recovery and Reinvestment Act of 2009.
- Richard secured legislative authority to expedite more than \$1 billion in transportation projects by streamlining environmental approval and permitting processes.
- Richard successfully passed legislation providing the department with \$20 million in solar arrays for over 70 facilities statewide.

California Department of Transportation*Interim District 10 Director*

2010

Richard was responsible for all functions and activities within District 10 and for the administration and operation of the department's programs within the district boundaries. District 10 is made up of Merced, San Joaquin, Stanislaus, and several mountain counties. At that time, the District had nearly 600 employees, an annual budget of over \$72 million, and approximately \$3 billion in active transportation projects.

California State Assembly Member Bonnie Garcia*Chief of Staff and Campaign Manager*

2002-2007

Richard was responsible for all aspects of the legislator's State office and political activities, including legislation, committee staffing, management of Capitol and District Offices, media, and fundraising.

California Center for Border and Regional Economic Studies*Project Coordinator*

1999-2002

Richard's responsibilities included development of quarterly and annual community workshops and conferences to address various economic, housing, infrastructure and social.

San Diego State University, San Diego*Masters of Science, Business Administration*

2002

San Diego State University, San Diego*Bachelor of Arts, International Business*

2000





Sharon Gonsalves, Senior Associate: Sharon brings over a decade of experience working in legislative advocacy and public policy to TPA. She specializes in the legislative process, reviewing, tracking, and analyzing bills, and monitoring agency regulations with strong relationships from the Capitol, Administration, and key agencies. Sharon has expertise in the policy sectors of housing, local governance, water resources, environment, energy, and agriculture.

Townsend Public Affairs, Inc.
Senior Associate

2015-Present

Throughout her tenure at TPA, Sharon has worked with local public agency clients, especially those from severely disadvantaged regions of California, to secure millions of dollars for critical infrastructure and public safety improvements. Some of her recent accomplishments include:

- Leveraging relationships with the State Legislature, Sharon secured earmarks in the FY17 State Budget in the amounts of **\$4 million**, **\$1.2 million**, and **\$950,000** to build, rehabilitate, and relocate the police stations in the Cities of Huron, Firebaugh, and Mendota, respectively. Their existing police stations are uninhabitable and unsafe; these funding earmarks will enable these cities to better serve and protect their residents.
- Through her work with the State Legislature and state agencies, Sharon was able to help the City of Turlock obtain **\$30 million** through the State Revolving Fund for the North Valley Regional Recycled Water Project. This project provided a reliable new water supply for prime agricultural land that allowed for year-round use of recycled water and reduced the reliance on groundwater and imported water from the delta.
- Sharon worked with the City of Reedley to secure a grant in the amount of **\$100,000** under the Sustainable Agricultural Land Conservation Program administered by the Strategic Growth Council. The City was able to seek easements that do not have a sunset date, thus protecting the land, minimizing Green House Gas (GHG) emissions, and keeping VMT low for generations to come.
- Sharon worked with the City of Orange Cove and the Orange Cove Fire Protection District to secure a **\$568,700** grant from the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant. The grant funded the cost of a Type 1 interface engine fire truck, replacing a worn and outdated vehicle vital to the operation of the District. The grant also included funds for the complete outfitting of the vehicle with almost **\$70,000** worth of equipment.
- Sharon helped the City of Huron secure a **\$420,518** grant from the Congestion Mitigation and Air Quality Improvement (CMAQ) Program, administered by the Fresno Council of Governments (FCOG). Sharon participated in the development and submittal of the application, working in coordination with FCOG, the California Department of Transportation, and the US Department of Transportation. The proceeds from this grant will pave multiple roads within the City.

Senator Anthony Cannella*Legislative Director*

2012-2015

Sharon drafted legislative language, reviewed, tracked, and analyzed legislative bills, public laws, and agency regulations, and monitored legislative committee and agency hearings. Sharon also testified at hearings on behalf of the Senator, maintaining relationships with key legislators, other legislative staff, committee consultants, and administrative agency staff, including within the Governor's Office. Additionally, Sharon coordinated legislative strategies with other interest groups and related associations.

Assemblywoman Diane Harkey*Capitol Director*

2008-2012

Sharon managed legislation for the Member, including all budget and revenue and taxation measures. Sharon staffed the Member on the Assembly Appropriations committee. She also worked closely with legislative staff, committee consultants, state agencies, and interested parties on legislation. In addition, she advised on pending legislation

Assemblywoman Bonnie Garcia*Legislative Director*

2006-2008

Sharon managed legislation for the Assembly Member in the policy areas of economic development, housing, and public safety. Sharon worked closely with legislative staff, committee consultants, state agencies, and interested parties on legislation. Sharon also advised the Assembly Member on pending legislation.

California State University, Monterey Bay*Bachelor of Arts, Communications*

2003



Jonathan Jackson, Senior Associate: Jonathan has 10 years of experience in the public sector. Jonathan's experience includes shaping federal and state policy through analysis and drafting legislation. Although his expertise is rooted in transportation policy, he has also spent time addressing challenges in areas such as economic and tax issues, healthcare, and military and veteran initiatives.

Townsend Public Affairs, Inc.
Senior Associate

2019-Present

Jonathan keeps clients abreast of relevant policy and legislation before Congress. He uses his extensive experience and expertise to positively shape the federal legislative process in Washington with the intent to provide tangible results for clients.

- Jonathan's previous experience working for Congresswoman Eddie Bernice Johnson, a member of the House Transportation and Infrastructure Committee, has helped him develop close working relationships with the committee leadership. He has worked with Committee Chairman Congressman Peter DeFazio, Aviation Subcommittee Chair Congressman Rick Larsen, Highways Subcommittee Chair Congresswoman Eleanor Holmes Norton, and Water Subcommittee Chair Grace Napolitano on transportation policy such as the Transportation Workforce Modernization Act and H.R. 1917. Additionally, Jonathan has worked with staff members of leadership for the Committee on Appropriations for Transportation, Housing and Urban Development funding priorities incorporated into H.R. 267.
- Jonathan has leveraged his relationships to help create and implement legislative strategies to advance our clients priorities. He recently worked with staff of Transportation Committee to identify \$40 million in available Water Resources Development Act funding for our client the Antelope Valley-East Kern Water Agency for their SNIP Phase II Project. He has worked to obtain support for the project from Congressman John Garamendi, Congressman Alan Lowenthal, Congressman Harley Rouda, Congressman Salud Carbajal, Congressman TJ Cox, and House Republican Leader Kevin McCarthy.

US House of Representatives, Congresswoman Eddie Bernice Johnson
Senior Legislative Assistant

2018-2019

As a member of the legislative team, Jonathan served as the subject matter expert for all workforce and labor, transportation, oversight, housing, finance, judiciary and small business issues. His responsibilities included drafting talking points, floor statements, press releases, memos, and constituent correspondence. Jonathan worked to partner with the FAA Southwest Region headquarters to create a program for STEM education and training. He worked on policy with Texas Central Partners to obtain funding for the implementation of the Texas Central High Speed Rail project from Dallas to Houston, Texas. Lastly, Jonathan drafted the Transportation Workforce Modernization Act, which guarantees government employees insurance coverage during a future lapse in federal appropriation.

State of Georgia Department of Community Health
Senior Financial Analyst

2018-2018

Prior to his return to Congress, Jonathan led the program management of rate setting and calculations for hospitals participating in the Graduate Medical Education program across the entire state of Georgia. He recently facilitated the implementation of the PRTF Rate Calculation and UPL program, which sought to equip current and incoming agency-supported hospitals with annual reimbursement rates. The program's primary objective was to improve efficiency across the state. In addition to those responsibilities, Jonathan served as department liaison for budget recommendation to state House and Senate Committees and the general public on Health & Human Services.

United States Department of Transportation
Senior Program Analyst

2015-2017

Jonathan oversaw contract, legislation and policy implementation and recommendations for the Short Term Lending Program for the Office of Small Business. With a specific focus on minority, women and Veteran-owned businesses, he worked to partner clients with perspective with stakeholders and federal agencies to increase construction industry diversity. Most importantly, Jonathan oversaw 13 regionally-based transportation resource centers for compliance and budget purposes. Jonathan responsibilities included site visits, facilitating workshops and maintaining federal compliance regulation provided by Congress.

California State Assembly
Deputy District Director

2014-2015

In this role, Jonathan monitored key legislation before the California State Assembly. With a keen understanding of policy, he actively engaged interest groups, lobbyists and stakeholders who are concerned with the political and economic landscape of the 54th Assembly District. Jonathan's responsibilities often included serving as the office liaison between policy and legislation-making bodies such as the Los Angeles City Council and Los Angeles World Airports (LAWA). Jonathan worked with the Westside Chamber of Commerce to develop a bike plan in conjunction with transit expansion in the area.

Executive Office of the President of the US
White House Fellow, DOD

2012-2014

As Project Manager, Jonathan operated the Licensure and Credentialing portfolio for the Transition Assistance program for Military Veterans. In this position, Jonathan served as a policy correspondent between congressional member offices and the Department of Defense for the development of a study seeking to identify education and training requirements necessary to insure employment for former service members. In addition to those responsibilities, Jonathan engaged community and corporate organizations for sponsorship of initiatives that counteract Post Traumatic Stress Disorder (PTSD).



US House of Representatives, Congresswoman Cedric L. Richmond
Staff Assistant

2011-2012

As a staff member, Jonathan advised the Congressman on transportation and public land issues. Jonathan also served an advocate for the Congressman to key community partners for the purpose of continuing the rehabilitation of areas ravaged Hurricane Katrina. Additionally, his highlights also included working to secure \$1.6 million dollars in federal grants for land improvement around New Orleans' Louis Armstrong International Airport.

US House of Representatives, Transportation & Infrastructure Committee
Staff Assistant

2009-2011

Jonathan developed and facilitated statistics for the American Recovery and Reinvestment Act (ARRA), Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU), and Water Resources Development Act (WRDA).

American University
Master's Degree of Public Administration & Policy

2017

Morehouse College
Bachelor of Arts, Political Science

2009



Laura Kroeger, Associate: Laura brings eight years of federal government affairs and public policy experience. Laura has experience managing legislative activity, including bill analysis and research, particularly for federal funding opportunities. Laura has expertise in several policy sectors including education, water resources, environmental hazards, agriculture, healthcare, defense, foreign affairs, and resources for veterans.

Townsend Public Affairs, Inc.
Associate

2016-Present

Since joining TPA, Laura keeps clients informed of significant actions and pertinent developments in the federal government, and strategizes on ways in which to influence and enact changes in Washington that have concrete results for clients. Some of Laura’s accomplishments include:

- Laura has identified new and previously-underutilized federal grants for the benefit of TPA clients. She has leveraged her relationships with key grant officials at various federal agencies to ascertain their specific priorities and buzz words required for successful grant applications. Laura then leverages that information to help TPA federal clients develop and submit more competitive federal grant applications and then provide more effective tailored advocacy to secure funding awards.
- Laura has facilitated numerous Washington DC visits for local governments. Laura ensures that elected officials and key staff can collaborate with Members of the California congressional delegation and key officials in the Administration. For example, Laura secured speaking roles for representatives from the City of Oakland in major events hosted by the President’s Administration, such as the US Department of Transportation Summit and White House Tech Conference. Laura has also developed relationships with the new officials at the White House Office of Intergovernmental Affairs.
- Utilizing her knowledge of congressional procedure, Laura has developed and executed federal legislative and funding agendas on behalf of clients, such as the introduction of federal legislation to authorize federal land conveyance on behalf of the City of Tulare and the preservation of vital public safety funding through the Community Oriented Policing Services (COPS) program for the City of Oakland.

US Department of Defense, Office of Warrior Care Policy
Legislative Analyst

2013-2016

Laura advised the Deputy Assistant Secretary of Defense and Directors of Disability Evaluation and Recovery Coordination on legislative strategy and congressional interactions. Informed by congressional experience, Laura conducted extensive research and was consistently aware of Congressional members’ attitudes and daily legislative action. Laura oversaw legislative language, proposals, requests, and reports relating to the evaluation and care of wounded, ill, and injured service members. Laura also recommended legislative changes to proposed or enacted legislation. Additionally, Laura prepared the Deputy Assistant Secretary of Defense for Congressional testimony. Laura compiled briefing materials for preparation sessions and independent study. Laura also composed informational papers, letter responses, overviews, PowerPoint slides, committee summaries, talking points, reports, and memoranda.

US Senate, Office of Senator Dianne Feinstein*Legislative Intern, Staff Assistant, Legislative Correspondent*

2010-2013

Laura composed, documented, and tracked office correspondence about agriculture and environment issues. Laura drafted memoranda, reports, and other informational documents for Senator Feinstein and senior staff that informed legislative positions and language. Laura coordinated with California government, local governments, community leaders, and industry experts to address constituent problems. Laura also received and documented messages, queries, and complaints from constituents, and categorized and assigned responses to constituent mail.

City of Sacramento, Office of Mayor Kevin Johnson*Press Intern*

2009

Laura spearheaded the reorganization of the press office computerized filing system, including the construction and implementation of a wiki to serve as an online document database. Laura prepared documents and venues for media-attended events and provided direct support to press secretary in press conferences, interviews, and other media interactions.

US Senate, Senate Commerce, Science & Transportation Committee*Committee Intern*

2009

Laura compiled reports on committee hearings, prepared documents and committee room for hearings and meetings, and arranged daily news briefs for Chairman Rockefeller, committee director, and staff from both committee and personal offices.

University of California, Davis*Bachelor of Arts, International Relations and Film Studies*

2011

APPENDIX: ADDENDA ACKNOWLEDGEMENT



Lisa Quiroga
PURCHASING COORDINATOR
equiroga@turlock.ca.us

ADMINISTRATIVE SERVICES
PURCHASING DIVISION

156 S. BROADWAY, SUITE 270 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5402 | FAX 209-668-5695

REQUEST FOR PROPOSAL

BID NO. 19-047

FOR

GOVERNMENT RELATIONS AND ADVOCACY SERVICES

INFORMATIONAL ADDENDUM NO. 1

DATED ISSUED: November 4, 2019

- 1. Does the firm submitting a proposal have to have their own office in DC? Or is it an option to submit a proposal with a federal lobbyist subcontractor?**
Proposals submitted with a federal lobbyist subcontractor are acceptable.

Acknowledged on 11/11/19

Administrative Services Purchasing Division, City Hall
156 S. Broadway, Suite 270
Turlock, CA 95380-5454
(209) 668-5402 • Fax (209) 668-5695
Email: equiroga@turlock.ca.us





Lisa Quiroga
PURCHASING COORDINATOR
equiroga@turlock.ca.us

ADMINISTRATIVE SERVICES
PURCHASING DIVISION

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REQUEST FOR PROPOSAL

BID NO. 19-047

FOR

GOVERNMENT RELATIONS AND ADVOCACY SERVICES

INFORMATIONAL ADDENDUM NO. 2

DATED ISSUED: November 6, 2019

- 1. Page 6 of the RFP asks that we include "a clearly labeled subsection within an appendix with individual statements specifically identifying their concerns and exceptions" to the requirements of the RFP and agreement. However, the sample agreement was not included in the RFP.**
Sample agreement attached.

A handwritten signature in blue ink, appearing to be "Christina".

Acknowledged on 11/11/19

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City Council Staff Report

January 25, 2022



From: Sarah Tamey Eddy, Interim City Manager

Prepared by: Tiffini Dhanota, Human Resources Technician

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving updates to the job descriptions for Executive Assistant to the City Manager/City Clerk and Executive Assistant to the City Manager/City Clerk Trainee; and an amendment to the Salary Schedule of the existing Confidential Schedule of Benefits and Policies adopted by Resolution No. 2021-228 dated November 9, 2021, to include all approved Confidential Salaries.

2. SYNOPSIS:

Adopting a Resolution approving updates to the job descriptions for Executive Assistant to the City Manager/City Clerk and Executive Assistant to the City Manager/City Clerk Trainee; changes the Executive Assistant to the City Manager/City Clerk Trainee salary range to 31.2; and adds the Staff Services Assistant job classification assigned to Human Resources to the Confidential bargaining unit; updating the Confidential Schedule of Benefits and policies for both.

3. DISCUSSION OF ISSUE:

Due to the lack of qualified applicants for the City Clerk position, the City will recruit for a City Clerk Trainee to perform the functions, and who will promote to the City Clerk role within two years. This change is necessary due to an unsuccessful continuous recruitment for City Clerk.

Staff has determined the need to make modifications to the Confidential Schedule of Benefits to increase the salary range for the Executive Assistant to the City Manager/City Clerk Trainee to salary range 31.2 and to include the Staff Services Assistant assigned to Human Resources at salary range 21.4 (Attachment A). Additionally, the job description for Executive Assistant to the City Manager/City Clerk Trainee is being revised to allow an incumbent additional time to obtain a bachelor's degree and the Executive Assistant to the City Manager/City Clerk job

description is being revised to show a minimum qualification pattern of two years as a City Clerk Trainee (Attachment B).

The Executive Assistant to the City Manager/City Clerk is unrepresented, and the Executive Assistant to the City Manager/City Clerk Trainee and Staff Services Assistant positions are both represented by the Confidential Bargaining Unit for Labor Relations purposes.

4. BASIS FOR RECOMMENDATION:

City Council approval is required for changes to the position allocation and any new and/or modified job description.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal impact: Funds are available in 110-10-102.41001 "Full Time Salaries" for Fiscal Year 2021-22 due to vacancies and salary savings.

No budget amendment is needed.

6. STAFF RECOMMENDATION:

Staff recommends the approval of the updates to the Confidential Schedule of Benefits and Polices and the revisions to the job descriptions for Executive Assistant to the City Manager/City Clerk and Executive Assistant to the City Manager/City Clerk Trainee.

7. CITY MANAGER'S COMMENTS:

Recommend Approval

8. ENVIRONMENTAL DETERMINATION: N/A

9. ALTERNATIVES:

A. Council may choose not to approve the updates to the Confidential Schedule of Benefits and Polices and the revisions to the job descriptions for Executive Assistant to the City Manager/City Clerk and Executive Assistant to the City Manager/City Clerk Trainee.



EXECUTIVE ASSISTANT TO THE CITY MANAGER/CITY CLERK

DEFINITION

Under administrative direction of the City Manager, the City Clerk plans, coordinates, manages and oversees the activities and operations of the City Clerk's Office including, department administration, public information, election management, and City records management; coordinates assigned activities with other City departments and outside agencies; provides administrative support to the City Manager and City Council as assigned. Assumes management responsibility for City Clerk's office services; recommends and administers policies and procedures; prepares and presents staff reports and other necessary correspondence; prepares and distributes City Council, Successor Agency to the Turlock Redevelopment Agency and Public Financing Authority agendas and minutes; attends City Council, Successor Agency to the Turlock Redevelopment Agency and Public Financing Authority meetings and records all official proceedings; plans and conducts municipal elections; serves as filing officer for the Fair Political Practices Commission; administers the City's Conflict of Interest Code; maintains the City's Municipal Code; maintains custody of official records and archives of the City; researches and prepares data for the City Council, staff members, other governmental agencies, citizens, and news media; and other related duties as assigned.

This position is designated as un-represented for Labor Relations purposes and is considered exempt under the Fair Labor Standards Act (FLSA).

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the City Manager. The job incumbent provides direct supervision to subordinate level technical and clerical staff within the City Manager's and City Clerk's office.

DISTINGUISHING CHARACTERISTICS

The City Clerk is responsible for the supervision of discrete sub-divisional organizational component(s) and programs/functions within a department as determined by the City Manager or City Council. Exercises policy interpretation and application for assigned program/functional area. The incumbent is expected to demonstrate technical competence while working as a team member and exercise independent judgment in a number of confidential and sensitive assignments. Duties and responsibilities are performed in accordance with municipal codes, ordinances, City policy, and related regulating entities.

ESSENTIAL FUNCTIONS Duties may include, but are not limited to:

- Plan, organize, control and direct the operations and activities of the City Clerk, City Manager, and City Council offices; ensure smooth, timely and efficient office operations; relieve the City Manager and City Council of administrative duties; ensure Department activities comply with established policies and regulations.
- Facilitate the development of legislative policy by attending, recording and coordinating support for City Council meetings and other administrative proceedings. Take and transcribe official minutes at City Council and other administrative meetings.
- Serve as the Elections Official; coordinate resources and communications with the County to ensure smooth and efficient election activities; oversee campaign disclosure and conflict of interest filings according to State law.
- Assist in the orientation of candidates for City Council and newly elected members of the City Council.
- Perform legally required duties regarding contracts, agreements, claims, legal notices, filings, Municipal Code publishing and lawsuits.
- Administer oaths of office; oaths of allegiance; affirmations and acknowledgements; maintain custody of the City Seal.
- Processing legal claims against the City, annexations, and coordinating special events.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures.
- Coordinate, oversee, and participate in the preparation and maintenance of public records for the City; update official records and related documents in response to administrative resolutions concerning City policies, procedures, and administrative regulations; certify official legislative documents; verify signatures and affix City seal to ordinances, resolutions, agreements, deeds, bonds, and other documents as necessary; index and file City records; oversee the Records Management program.
- Supervise the performance of assigned personnel; interview and select employees and recommend transfers, reassignment, termination, and disciplinary actions.
- Coordinate the preparation of agenda packets for administrative meetings review agenda items for compliance with legal requirements and inclusion of necessary exhibits and backup materials; edit, rewrite, or originate agenda items; coordinate changes to the agenda; supervise the distribution of agenda material to administrators, staff and other individuals and agencies.
- Serve as public relations representative for the City concerning administrative issues; respond to requests, complaints and questions from officials, staff, and the public, representing the City by phone and written communication; serve as a

liaison between City Council and the public; interpret plans, policies and regulation to officials, staff and the public.

- Assist in the development and administration of the budget for the City Manager, City Clerk and City Council; review and evaluate budgetary and financial data; monitor and control revenues and expenditures in accordance with established limitations.
- Research and compile a variety of information for studies and reports; conduct special research projects in response to requests from the public and other City departments; prepare and deliver oral presentations to administrators, staff and the community.
- Prepare and process legal documents and publications related to administrative actions and proceedings; oversee the codification, maintenance and distribution of the Turlock Municipal Code.
- Prepare and maintain a variety of records and reports related to administrative meetings, elections, legal documents, City policies and procedures, financial activity and assigned duties; certify official legislative documents and affix City seal as necessary; establish and maintain filing systems.
- Coordinate and schedule various appointments and meetings; make travel arrangements; reserve facilities; prepare and ensure proper completion of reimbursement forms; maintain and coordinate administrative calendars.
- Compose correspondence independently on a variety of matters; compile and type various letters, reports, statistical data, agenda, memos, bulletins, lists and other materials as directed; prepare, format, edit, and proofread written materials.
- Operate a variety of office equipment including a calculator, copier, fax machine, computer and assigned software; drive a vehicle to conduct work.
- Plan, organize and implement long and short-term programs and activities designed to enhance assigned programs and services.
- Perform research, compile data, and conduct studies, as assigned.
- Review and submit bi-monthly payroll variances, for department or assigned staff.
- Provide, assist with or coordinate training to others, as needed.
- Supervise staff including provision of timely performance evaluations; recommend and implement approved discipline; provide staff development; and maintain high standards necessary for efficient, professional operations.
- Build and maintain respectful, positive working relationships with staff, supervisors, outside agencies and the public using principles of good customer service; provide effective conflict resolution, as needed.
- Model appropriate professional supervisory conduct; maintain appropriate confidentiality of sensitive information; comply with and supports City policies and procedures, labor laws, and MOU provisions.

- Attend assigned meetings and training; interact with outside agencies and commissions; participate in teams, or committees, as needed.
- Ensure staff works in a safe manner; follow safety requirements; monitor and ensure compliance with regulations and other legal requirements.
- Perform other duties, as assigned.

QUALIFICATIONS

Knowledge of:

- Political Reform Act, Brown Act, Maddy Act, Public Records Act, and the California Elections Code.
- Fair Political Practices Commission requirements for Statement of Conflicts of Interest and Campaign Disclosure documents.
- Records-management principles and practices including legal requirements for records retention and disclosure.
- Municipal structure and organization in a Mayor-Council/City Manager form of government.
- Required training and certification requirements related to assigned program area.
- Technical and operational aspects of assigned function or program area.
- Statistical methods and principles.
- Modern office procedures and methods including computer equipment, word processing, spread sheet, data base, graphic presentations and other needed specialized software applications, and internet and electronic communication usage and methods.
- Principles of financial record keeping and reporting; auditing; technical report writing and grant writing.
- Budgeting procedures and techniques.
- Principles and practices of supervision, staff selection, training and personnel management.
- Principles of effective record, file and archival management related to area of assignment.
- Principles of effective time management.
- Safe work practices and related regulations.
- Principles of conflict resolution and excellent customer service.
- Provisions, principles and practices of municipal structure and organization.

- Applicable federal, state and local laws, regulations and guidelines.
- Principles and practices of modern municipal management and administration.

Ability to:

- Oversee contracts and legal agreements for requirements and compliance.
- Understand and comply with complex state and federal regulations, laws, codes, policies as related to assigned program area.
- Perform research; compile and analyze data and prepare technical reports.
- Understand City processes and procedures and specific requirements of assigned program area.
- Diagnose and troubleshoot complex problems and provide and coordinate appropriate solutions.
- Work with and control sensitive and confidential information and ensure security for assigned program area.
- Create and maintain accurate and detailed record keeping systems.
- Facilitate and coordinate meetings or training.
- Develop and implement policies and procedures.
- Estimate, track and project revenues and expenditures.
- Plan, initiate, manage and complete complex and multiple simultaneous work assignments or projects with a minimum of direction.
- Research and write complex loan, grant and program documents and monitor processes, as assigned.
- Work irregular hours, which may include late night meetings.
- Lead, manage, evaluate and train personnel effectively and maintain discipline.
- Organize, implement and supervise assigned program goals and City objectives.
- Use computer and needed programs in a highly effective manner.
- Organize, analyze, manage and implement a variety of programs.
- Prepare, forecast and administer a budget.
- Establish and maintain respectful, effective and cooperative working relationships with those contacted in the course of work.
- Communicate effectively, orally, electronically and in writing.

EXPERIENCE AND EDUCATION

Experience:

Five years of increasingly responsible complex administrative and supervisory experience in a municipal City Clerk's office; or two years experience as City Clerk Trainee. Technical, administrative or analytical experience in a public agency in related function areas or any experience that would have provided the opportunity to develop the required skills, knowledge and abilities.

Education and Training:

Possession of a Bachelor's degree from an accredited college or university with significant course work in the areas of Business Administration, Public Administration, or related fields.

LICENSE AND/OR CERTIFICATE

Certification or ability to be a Notary Public is required. Possession of a valid California Driver's License in the category necessary to perform essential duties of the position may be required at the time of appointment. Maintenance of a valid California Driver's license and proof of automobile liability insurance is a condition of continued employment.

DESIREABLE QUALIFICATIONS

Ability to obtain certification by the International Institute of Municipal Clerks as a Certified Municipal Clerk (CMC) is highly desirable.

PHYSICAL REQUIREMENTS

Vision adequate to operate vehicles and office equipment, read instructions and follow directions; hearing adequate to converse on telephone and in person; body mobility adequate to drive and perform required office duties including reaching and bending for files and related office items; use of hands and fingers adequate for operating vehicles, writing, typing, computer, copier, and fax machine and related functions; ability to lift office files, binders and small office equipment, as needed.

Reviewed and Approved:

Personnel Officer

Date

Class Established June 2016
Revised February 2018
Revised June 2021

Revised January 11, 2022
Revised January 25, 2022



EXECUTIVE ASSISTANT TO THE CITY MANAGER / CITY CLERK TRAINEE

DEFINITION

Under administrative direction of the City Manager, the City Clerk Trainee will receive instruction, gain knowledge, and perform all duties of the City Clerk. The duties of the City Clerk are as follows: Plans, coordinates, manages and oversees the activities and operations of the City Clerk's Office including department administration, public information, election management, and City records management; coordinates assigned activities with other City departments and outside agencies; provides administrative support to the City Manager and City Council as assigned. Assumes management responsibility for City Clerk's office services; recommends and administers policies and procedures; prepares and presents staff reports and other necessary correspondence; prepares and distributes City Council, Redevelopment Agency and Public Financing Authority agendas and minutes; attends City Council, Redevelopment Agency and Public Financing Authority meetings and records all official proceedings; plans and conducts municipal elections; serves as filing officer for the Fair Political Practices Commission; administers the City's Conflict of Interest Code; maintains the City's Municipal Code; maintains custody of official records and archives of the City; researches and prepares data for the City Council, staff members, other governmental agencies, citizens, and news media; serves as the City's Public Information Officer; and other related duties as assigned.

This classification is assigned to the confidential group for labor relations purposes and is subject to overtime assignments.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the City Clerk.

DISTINGUISHING CHARACTERISTICS

The City Clerk is responsible for the supervision of discrete sub-divisional organizational component(s) and programs/functions within a department as determined by the City Manager or City Council. Exercises policy interpretation and application for assigned program/functional area. The incumbent is expected to demonstrate technical competence while working as a team member and exercise independent judgment in a number of confidential and sensitive assignments. Duties and responsibilities are performed in accordance with municipal codes, ordinances, City policy, and related

regulating entities. The City Clerk Trainee will receive training and assist the City Clerk in all aspects of the incumbent City Clerk's duties.

ESSENTIAL FUNCTIONS Duties may include, but are not limited to:

- Plan, organize, control and direct the operations and activities of the City Clerk, City Manager and City Council offices; ensure smooth, timely and efficient office operations; relieve the City Manager and City Council of administrative duties; ensure Department activities comply with established policies and regulations.
- Facilitate the development of legislative policy by attending, recording and coordinating support for City Council meetings and other administrative proceedings. take and transcribe official minutes at City Council and other administrative meetings.
- Serve as the Elections Official; coordinate resources and communications with the County to ensure smooth and efficient election activities; oversee campaign disclosure and conflict of interest filings according to State law.
- Assist in the orientation of candidates for City Council and newly elected members of the City Council.
- Perform legally required duties regarding contracts, agreements, claims, legal notices, filings, Municipal Code publishing and lawsuits.
- Administer oaths of office; oaths of allegiance; affirmations and acknowledgements; maintain custody of the City Seal.
- Processing legal claims against the City, annexations and coordinating special events.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures.
- Coordinate, oversee and participate in the preparation and maintenance of public records for the City; update official records and related documents in response to administrative resolutions concerning City policies, procedures and administrative regulations; certify official legislative documents; verify signatures and affix City seal to ordinances, resolutions, agreements, deeds, bonds and other documents as necessary; index and file City records; oversee the Records Management program.
- Supervise the performance of assigned personnel; interview and select employees and recommend transfers, reassignment, termination and disciplinary actions.
- Coordinate the preparation of agenda packets for administrative meetings; review agenda items for compliance with legal requirements and inclusion of necessary exhibits and backup materials; edit, rewrite, or originate agenda items; coordinate changes to the agenda; supervise the distribution of agenda material to administrators, staff and other individuals and agencies.

- Serve as public relations representative for the City concerning administrative issues; respond to requests, complaints and questions from officials, staff and the public, representing the City by phone and written communication; serve as a liaison between City Council and the public; interpret plans, policies and regulation to officials, staff and the public.
- Assist in the development and administration of the budget for the City Manager, City Clerk and City Council; review and evaluate budgetary and financial data; monitor and control revenues and expenditures in accordance with established limitations.
- Research and compile a variety of information for studies and reports; conduct special research projects in response to requests from the public and other City departments; prepare and deliver oral presentations to administrators, staff and the community.
- Prepare and process legal documents and publications related to administrative actions and proceedings; oversee the codification, maintenance and distribution of the Turlock Municipal Code.
- Prepare and maintain a variety of records and reports related to administrative meetings, elections, legal documents, City policies and procedures, financial activity and assigned duties; establish and maintain filing systems.
- Coordinate and schedule various appointments and meetings; make travel arrangements; reserve facilities; prepare and ensure proper completion of reimbursement forms; maintain and coordinate administrative calendars.
- Compose correspondence independently on a variety of matters; compile and type various letters, reports, statistical data, agenda, memos, bulletins, lists and other materials as directed; prepare, format, edit and proofread written materials.
- Operate a variety of office equipment including a calculator, copier, fax machine, computer and assigned software; drive a vehicle to conduct work.
- Plan, organize and implement long and short-term programs and activities designed to enhance assigned programs and services.
- Performs research, compiles data, and conducts studies, as assigned.
- Reviews and submits bi-monthly payroll variances, for department or assigned staff.
- Provides, assists with or coordinates training to others, as needed.
- Supervises staff including provision of timely performance evaluations; recommends and implements approved discipline; provides staff development; and maintains high standards necessary for efficient, professional operations.
- Builds and maintains respectful, positive working relationships with staff, supervisors, outside agencies and the public using principles of good customer service; provides effective conflict resolution, as needed.

- Models appropriate professional supervisory conduct; maintains appropriate confidentiality of sensitive information; complies with and supports City policies and procedures, labor laws, and MOU provisions.
- Attends assigned meetings and training; interacts with outside agencies and commissions; participates in teams, or committees, as needed.
- Ensures staff works in a safe manner; follows safety requirements; monitors and ensures compliance with regulations and other legal requirements.
- Performs other duties, as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Records-management principles and practices including legal requirements for records retention and disclosure.
- Municipal structure and organization in a Mayor-Council/City Manager form of government.
- Required training and certification requirements related to assigned program area.
- Technical and operational aspects of assigned function or program area.
- Statistical methods and principles.
- Modern office procedures and methods including computer equipment, word processing, spread sheet, data base, graphic presentations and other needed specialized software applications, and internet and electronic communication usage and methods.
- Principles of financial record keeping and reporting; auditing; technical report writing and grant writing.
- Budgeting procedures and techniques.
- Principles and practices of supervision, staff selection, training and personnel management.
- Principles of effective record, file and archival management related to area of assignment.
- Principles of effective time management.
- Safe work practices and related regulations.
- Principles of conflict resolution and excellent customer service.
- Provisions, principles and practices of municipal structure and organization.
- Applicable federal, state and local laws, regulations and guidelines.
- Principles and practices of modern municipal management and administration.

Ability to:

- Understand and interpret the Political Reform Act, Brown Act, Maddy Act, Public Records Act, and the California Elections Code.
- Understand, interpret and explain Fair Political Practices Commission requirements for Statement of Conflicts of Interest and Campaign Disclosure documents.
- Oversee contracts and legal agreements for requirements and compliance.
- Understand and comply with complex state and federal regulations, laws, codes, policies as related to assigned program area.
- Perform research; compile and analyze data and prepare technical reports.
- Understand City processes and procedures and specific requirements of assigned program area.
- Diagnose and troubleshoot complex problems and provide and coordinate appropriate solutions.
- Work with and control sensitive and confidential information and ensure security for assigned program area.
- Create and maintain accurate and detailed record keeping systems.
- Facilitate and coordinate meetings or training.
- Develop and implement policies and procedures.
- Estimate, track and project revenues and expenditures.
- Plan, initiate, manage and complete complex and multiple simultaneous work assignments or projects with a minimum of direction.
- Research and write complex loan, grant and program documents and monitor processes, as assigned.
- Work irregular hours, which may include late night meetings.
- Lead, manage, evaluate and train personnel effectively and maintain discipline.
- Organize, implement and supervise assigned program goals and City objectives.
- Use computer and needed programs in a highly effective manner.
- Organize, analyze, manage and implement a variety of programs.
- Prepare, forecast and administer a budget.
- Establish and maintain respectful, effective and cooperative working relationships with those contacted in the course of work.
- Communicate effectively, orally, electronically and in writing.

EXPERIENCE AND EDUCATION

Experience:

Five years of increasingly responsible technical and clerical experience that includes performing administrative support tasks at the department director, management, and/or supervisory level; analyzing and interpreting complex documents, administrative procedures, and/or regulations; and displaying positive and professional contacts with the public. Supervisory experience is also desirable.

Education and Training:

Possession of a Bachelor's degree from an accredited college or university with significant course work in the areas of Business Administration, Public Administration, or related fields or ability to obtain described degree within ~~twelve~~ twenty-four (224) months of assuming City Clerk Trainee position.

LICENSE AND/OR CERTIFICATE

Certification or ability to be a Notary Public is required. Commission must be obtained within twelve (12) months of appointment.

Possession of a valid California Driver's License in the category necessary to perform essential duties of the position may be required at the time of appointment. Maintenance of a valid California Driver's license and proof of automobile liability insurance is a condition of continued employment.

DESIREABLE QUALIFICATIONS

Ability to obtain certification by the International Institute of Municipal Clerks as a Certified Municipal Clerk (CMC) is highly desirable.

PHYSICAL REQUIREMENTS

Vision adequate to operate vehicles and office equipment, read instructions and follow directions; hearing adequate to converse on telephone and in person; body mobility adequate to drive and perform required office duties including reaching and bending for files and related office items; use of hands and fingers adequate for operating vehicles, writing, typing, computer, copier, and fax machine and related functions; ability to lift office files, binders and small office equipment, as needed.

Reviewed and Approved:

Personnel Officer

Date

Class Established *March 2015*

Revised: February 2022

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING UPDATES TO } THE JOB DESCRIPTIONS FOR EXECUTIVE } ASSISTANT TO THE CITY MANAGER/CITY } CLERK AND EXECUTIVE ASSISTANT TO THE } CITY MANAGER/CITY CLERK TRAINEE; AND } AN AMENDMENT TO THE SALARY SCHEDULE } OF THE EXISTING CONFIDENTIAL SCHEDULE } OF BENEFITS AND POLICIES ADOPTED BY } RESOLUTION NO. 2021-228 DATED NOVEMBER } 9, 2021, TO INCLUDE ALL APPROVED } <u>CONFIDENTIAL SALARIES</u> }	RESOLUTION NO. 2022-
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WHEREAS, City staff have identified the need to modify the job descriptions for Executive Assistant to the City Manager/City Clerk and Executive Assistant to the City Manager/City Clerk Trainee, as identified in Attachment A; and set the salary range for the Executive Assistant to the City Manager/City Clerk Trainee at salary range 31.2; and

WHEREAS, the current Confidential Schedule of Benefits and Polices was last amended by Resolution No. 2021-228, on November 9, 2021, to include all previously approved Confidential salaries; and

WHEREAS, the California Code of Regulations (CCR) Section 570.5 adopted August 11, 2011, clarified the eight requirements of publicly available pay schedules which P.E.R.S. utilizes to determine compensation earnable for the calculation of retirement benefits; and

WHEREAS, the best practice is to update the schedule of all confidential employees that are covered by the existing Confidential Schedule of Benefits and Policies; and

WHEREAS, the Executive Assistant to the City Manager/City Clerk is unrepresented, and the Executive Assistant to the City Manager/City Clerk and Staff Services Assistant positions are both represented by the Confidential Bargaining Unit for Labor Relations purposes; and

WHEREAS, the City Council is required to approve all new job descriptions or modifications to existing job descriptions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve updates to the job descriptions for Executive Assistant to the City Manager/City Clerk and Executive Assistant to the City Manager/City Clerk Trainee; and an amendment to the Salary Schedule of the existing Confidential Schedule of Benefits and Policies adopted by Resolution No. 2021-228 dated November 9, 2021, to include all approved Confidential Salaries.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of January 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

CONFIDENTIAL SALARY SCHEDULE FY 2021-2022

	Range	Step 1	Step 2	Step 3	Step 4	Step 5
OFFICE ASSISTANT I	14.3	2958	3104	3260	3424	3596
OFFICE ASSISTANT II	16.3	3260	3424	3596	3776	3965
ACCOUNT TECH	21.2	4142	4349	4566	4794	5033
HUMAN RESOURCES TECH	21.2	4142	4349	4566	4794	5033
STAFF SERVICES ASSISTANT	21.4	4184	4393	4612	4842	5083
SECRETARY, SR	21.6	4226	4437	4658	4890	5134
PAYROLL COORDINATOR	23.2	4566	4794	5033	5284	5549
SECRETARY/DEPUTY CITY CLERK	23.2	4566	4794	5033	5284	5549
SECRETARY, SUPERVISING	23.6	4658	4890	5134	5391	5661
EXEC ASST TO CM/CITY CLERK TRAINEE	26.0	5232	5494	5769	6057	6360
EXEC ADMIN ASST/DEPUTY CITY CLERK	26.2	5284	5549	5827	6117	6424
EXEC ADMIN ASST/MUNI SERV	27.4	5605	5885	6179	6488	6813
POLICE BUSINESS UNIT SUPERVISOR	27.4	5605	5885	6179	6488	6813
HUMAN RESOURCES ANALYST	28.0	5769	6057	6360	6678	7012
EXEC ADMIN ASSIST/PUBLIC SAFETY	29.2	6117	6424	6745	7082	7437
EXEC ADMIN ASSIST/CITY MANAGER	29.2	6117	6424	6745	7082	7437
EXEC ADMIN ASSIST/CM OFF/DEP CITY CLK	29.2	6117	6424	6745	7082	7437
LEGAL ASSISTANT	31.2	6745	7082	7437	7809	8200
EXEC ASST TO CM/CITY CLERK TRAINEE	31.2	6745	7082	7437	7809	8200

City Council Staff Report

January 25, 2022



From: Sarah Tamey Eddy, Interim City Manager

Prepared by: Lisa Schimmelfennig, Deputy City Clerk

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Reaffirming the Director of Emergency Services Proclamation of Existence of a Local Emergency in response to COVID-19

2. SYNOPSIS:

Reaffirming the Director of Emergency Services Proclamation of Existence of a Local Emergency.

3. DISCUSSION OF ISSUE:

A novel coronavirus ("COVID-19") was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19, an infectious disease caused by the novel coronavirus, include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and in some cases, death. On March 11, 2020, the World Health Organization ("WHO") officially classified COVID-19 as a pandemic.

On January 31, 2020, the United States Health and Human Services Secretary Alex Azar declared a public emergency for COVID-19 beginning on January 27, 2020. On March 4, 2020, the Governor of the State of California, declared a state of emergency in the State of California (the "State") due to the number of confirmed cases of COVID-19 in the State.

On March 13, 2020, the President of the United States, declared a national emergency in response to the rapid spread of COVID-19 across the Country.

The transmission of COVID-19 has occurred at an accelerated pace since its introduction into the United States. With the rate of transmission only increasing, it is imperative that local jurisdictions do everything in their power to prepare for, respond to, mitigate, and recover from COVID-19.

Section 4-2-105 of the Turlock Municipal Code empowers the Director of Emergency Services (the “Director”) to proclaim the existence or threatened existence of a local emergency in the City of Turlock (the “City”) if the City Council is not in session, subject to ratification by the City Council within seven (7) days.

On March 17, 2020, the Director issued a Proclamation of Existence of a Local Emergency, which was ratified by the City of Turlock City Council (“City Council”) on March 24, 2020, and reaffirmed by the City Council on April 28, 2020, May 26, 2020, June 23, 2020, July 28, 2020, August 25, 2020, September 22, 2020, October 27, 2020, November 10, 2020, December 8, 2020, January 12, 2021, February 9, 2021, March 9, 2021, April 13, 2021, May 11, 2021, June 22, 2021, July 27, 2021, August 24, 2021, September 28, 2021, October 12, 2021, November 9, 2021, December 14, 2021, and January 11, 2022.

Positive cases continue to increase and mitigation measures are still needed. Neither the Governor of the State of California nor the Stanislaus County Public Health Official has rescinded their emergency declaration. Therefore, due to the ongoing state of COVID-19, staff recommends Council reaffirm the emergency declaration.

4. BASIS FOR RECOMMENDATION:

A. Pursuant to the City of Turlock Emergency Operations Plan (“EOP”), the governing body shall review the need for continuing the local emergency at regularly scheduled board (City Council) meetings at least once every 60 days until the governing body terminates the local emergency. Until a recent revision to the EOP, the review period was at least once every 30 days. The 60-day time period still allows review more often if needed. Because the City Council has reviewed the COVID-19 local emergency at least every 30 days since its inception and Health & Safety Code Section 101080 requires review every 30 days for similar emergencies, it is recommended the City Council reaffirm the local emergency for COVID-19 at least every 30 days.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Adoption of the Resolution reaffirming the Proclamation of Existence of a Local Emergency in response to COVID-19 will allow the City to be eligible for State and federal funds. Both the State and federal government set aside money specifically for local emergencies. Under section 8685 of the Government Code, a local emergency must be declared in order to obtain monetary relief from both State and federal agencies.

6. CITY MANAGER’S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. The City Council may choose not to adopt the resolution; however, this alternative is not recommended. The City Council is required to review the need for continuing the local emergency at least every 30 days and due to the ongoing state of COVID-19, the local emergency still exists.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF REAFFIRMING THE
DIRECTOR OF EMERGENCY SERVICES
PROCLAMATION OF EXISTENCE OF A
LOCAL EMERGENCY IN RESPONSE
TO COVID-19**

RESOLUTION NO. 2022-

WHEREAS, a novel coronavirus ("COVID-19") was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19, an infectious disease caused by the novel coronavirus, include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and in some cases, death. On March 11, 2020, the World Health Organization ("WHO") officially classified COVID-19 as a pandemic; and

WHEREAS, conditions or threatened conditions caused by the novel coronavirus ("COVID-19") including, but not limited to, potential isolation and quarantines of residents, employees, businesses, and public safety workers, give rise to conditions of extreme peril to the safety of persons and property within the City; and

WHEREAS, the transmission of COVID-19 has occurred at an accelerated pace since its introduction into the United States. With the rate of transmission only increasing, it is imperative that local jurisdictions do everything in their power to prepare for, respond to, mitigate, and recover from COVID-19; and

WHEREAS, Section 4-2-105 of the Turlock Municipal Code empowers the Director of Emergency Services (the "Director") to proclaim a local emergency if the City Council is not in session, subject to ratification by the City Council within seven (7) days; and

WHEREAS, on March 17, 2020, the Director proclaimed the existence of a local emergency in the City based on conditions or threatened conditions caused by COVID-19 (EXHIBIT A), which was ratified by the City of Turlock City Council ("City Council") on March 24, 2020 and reaffirmed by the City Council on April 28, 2020, May 26, 2020, June 23, 2020, July 28, 2020, August 25, 2020, September 22, 2020, October 27, 2020, November 10, 2020, December 8, 2020, January 12, 2021, February 9, 2021, March 9, 2021, April 13, 2021, May 11, 2021, June 22, 2021, July 27, 2021, August 24, 2021, September 28, 2021, October 12, 2021, November 9, 2021, December 14, 2021, and January 11, 2022; and

WHEREAS, pursuant to the City of Turlock Emergency Operations Plan, the governing body shall review the need for continuing the local emergency at regularly scheduled board meetings (City Council) at least once every 60 days, and allows for review at more frequent periods such as every 30 days, until the governing body terminates the local emergency; and

WHEREAS, COVID-19 continues to present conditions of extreme peril to the safety of persons and property within the City; therefore, necessitating the continuance of the local emergency.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby reaffirm the Director of Emergency Services Proclamation of Existence of a Local Emergency in response to COVID-19.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of January, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Lisa Schimmelfennig, Deputy City Clerk,
City of Turlock, County of Stanislaus,
State of California

EXHIBIT A

CITY OF TURLOCK

Proclamation of the Existence of a Local Emergency

By the Director of Emergency Services (Interim City Manager) of the City of Turlock

WHEREAS, Section 4-2-105 of the Turlock Municipal Code empowers the City Manager as the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency in the City of Turlock (the "City") if the City Council is not in session, subject to ratification by the City Council within seven (7) days; and

WHEREAS, the Centers for Disease Control and Prevention (the "C.D.C.") considers the novel coronavirus ("COVID-19") to be a very serious public health threat with outcomes ranging from mild sickness to severe illness and death; and

WHEREAS, COVID-19 is easily transmissible from person to person and has spread globally to approximately one hundred eighteen (118) countries, infected more than one hundred twenty-five thousand (125,000) people, and killed more than four thousand (4,000) people as of March 12, 2020, according to the World Health Organization (the "WHO"); and

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services Secretary declared a public emergency for COVID-19 beginning on January 27, 2020; and

WHEREAS, on March 4, 2020, the Governor of the State of California (the "Governor"), declared a state of emergency in the State of California (the "State") due to the number of confirmed cases of COVID-19 in the State; and

WHEREAS, on March 11, 2020, the WHO characterized COVID-19 as a pandemic; and

WHEREAS, on March 11, 2020, the Governor announced that State public health officials have determined that gatherings of more than two hundred fifty (250) people should be postponed or canceled across the State until at least the end of March; and

WHEREAS, as of March 12, 2020, there are two (2) cases of COVID-19 in the County of Stanislaus (the "County"), including an assumed case of community transmission; and

WHEREAS, on March 12, 2020, the County Health Officer issued a Countywide moratorium on mass gatherings of one thousand (1,000) or more persons until March 31, 2020 to mitigate the spread of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency due to COVID-19; and

WHEREAS, the health, safety, and welfare of City residents, businesses, visitors, and staff are of utmost importance to the City, and additional future measures may be needed to protect the community; and

WHEREAS, declaring a local emergency allows additional resources to flow into the City in a timely fashion; and

WHEREAS, existing conditions related to COVID-19 constitute an emergency as defined in Turlock Municipal Code Section 4-2-102; and

WHEREAS, the Interim City Manager as the Director of Emergency Services of the City of Turlock hereby finds that:

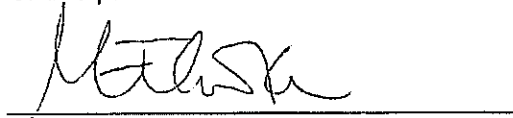
- The efforts required to prepare for, respond to, mitigate, and recover from the increasing spread of COVID-19 have imposed, and will continue to impose, extraordinary requirements and expenses on the City, requiring diversion from day-to-day operations; and
- In addition to the above facts, conditions or threatened conditions caused by COVID-19 including, but not limited to, potential isolation and quarantines of residents, employees, businesses, and public safety workers, give rise to conditions of extreme peril to the safety of persons and property within the City; and
- These conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of the City; and
- The City may request any available funding from the California Disaster Assistance Act, the Small Business Administration, or any other funding available as a result of this proclamation of local emergency; and
- At the time of this proclamation, the City Council is not in session, and cannot be called into session.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the City due to COVID-19.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of the local emergency, the powers functions and duties of the Director of Emergency Services (City Manager) and the emergency organization of the City shall be those prescribed by State law, the ordinances and resolutions of the City, and the City of Turlock Emergency Plan.

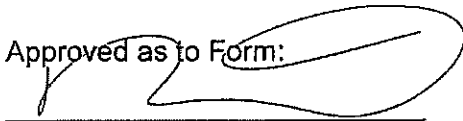
IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency shall expire unless ratified by the City Council within 7 days of this proclamation.

Dated: March 17, 2020



Michael I. Cooke,
Director of Emergency Services / Interim City Manager

Approved as to Form:



Douglas L. White,
City Attorney

City Council Staff Report

January 25, 2022



From: Katie Quintero,
Deputy Director of Development Services / Planning Manager

Prepared by: Fred Pezeshk, P.E., Roads Program Manager

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the Agreement between the City of Turlock and Michael Baker International, Inc. (Walnut Creek, California office) for Professional Services (City Contract No. 2022-45) in the amount of \$1,408,105.35 (Fund 118 "Measure A") for City Project No. 22-001 "Design of Projects for 2022 Construction for Roads Program" in a form approved by the City Attorney AND approving a 10% contingency in the amount of \$140,000 for potential unanticipated changes in the scope of services

Motion: Authorizing staff to proceed with advertising, for construction, City Project No. 22-001 "Design of Projects for 2022 Construction for Roads Program" upon completion of bid documents

Resolution: Appropriating \$1,548,106 to account number 118-10-115-800.43366_001 Roads Program "Design MBI" to be funded from Fund 118 "Measure A" unassigned reserves to provide the necessary funding for City Project No. 22-001 "Design of Projects for 2022 Construction for Roads Program"

2. SYNOPSIS:

This action approves Amendment No.1 to the Agreement between the City of Turlock and Michael Baker International, Inc. for Professional Services (City Contract No. 2022-45) to provide professional design services for City Project No. 22-001 "Design of Projects for 2022 Construction for Roads Program".

3. DISCUSSION OF ISSUE:

On November 9, 2021, the City Council approved an Agreement (City Contract No. 22-045) with Michael Baker International, Inc. (MBI) to perform professional planning

and preliminary design services for the City of Turlock’s Roads Initiative Program under City Project No. 21-039 “Planning and Preliminary Design for Roads Program”.

The Scope of Services included a task for MBI to identify up to fifteen (15) street sections that could be rehabilitated simply by cold-planing (milling) and overlay without the need for utility work, traffic signals, or other work that would require lengthy design and review time. These street sections were to be considered for the 2022 construction season, and approval of the associated design scope and fee was deferred until adequate field data were collected and analyzed.

During their presentations to the Council on September 1, 2021, MBI presented a list of potential streets for rehabilitation in 2022 based on their initial review of the 2013 StreetSaver data and site visits. The initial list has been further refined using the recently-collected LiDAR and LCMS data to develop and finalize the proposed list of fifteen (15) street sections to be undertaken in 2022. The proposed list of street sections for design by MBI under the proposed contract amendment is as follows:

STREET NAME	PROJECT LIMITS	DISTRICT
20 th Century Blvd.	East of Golden State Blvd. to Geer Rd.	4
Carrigan St.	N. Johnson Rd. to N. Quincy Rd.	1
Corrello St.	Sierra Vista Dr. to Marlee Dr.	1
Delbon Ave.	N. Olive Ave. to Colorado Ave.	1
East Ave.	Golden State Blvd. to Daubenberger Rd. (except for the County island)	1
Flower St.	N. Soderquist Rd. to N. 1 st St.	2
Fosberg Rd.	E. Monte Vista Ave. to E. Christoffersen Pkwy.	3
Julian St.	N. Soderquist Rd. to N. 1 st St.	2
Locust St.	Vermont Ave. to W. Main St.	2
Mira Flores Dr.	El Paseo St. to Murphy Dr.	1
N. Orange St.	W. Main St. to Flower St.	2
Old Vineyard Rd.	E. Marshall St. to E. Canal Dr.	1
Park St.	N. Soderquist Rd. to N. 1 st St.	2
Spruce St.	South Ave. to High St.	2
Wayside Dr.	Geer Rd. to Pioneer Ave. (portion abuts County island)	1

A location map showing the proposed roads is included in the Amendment No. 1 package. MBI’s scope of services and associated fees are attached to the proposed Amendment No. 1 as Exhibit B.

In general, MBI’s proposed scope of services for designing the above fifteen (15) street sections includes pavement cores and soil sampling, pavement design, boundary surveys, utility coordination, preparation of Plans, Specifications and Estimates (PS&E) package, assistance during the bidding phase, bid review and

analysis, award recommendation, and design assistance during construction. Curb ramps on each street will be evaluated for compliance with ADA requirements. Non-compliant ramps will be replaced and new ramps will be constructed where required. The design will consider curb and gutter replacement to correct drainage issues and will identify street lighting deficiencies for the City's consideration. MBI will submit design plans for City's review at 35%, 65%, and 100% level of completion.

With the exception of Wayside Drive and Fosberg Road, the design of the remaining thirteen (13) street sections is anticipated to be completed by late June 2022. If the Council approves the proposed motion to proceed with advertisement for construction of the thirteen (13) streets upon completion of bid documents, construction bids could be solicited in early July, with bid opening and Council's award of the construction contract in August, with construction starting in early September. The timeline for completion of construction for all projects will be dependent on the weather being suitable for construction activities. Due to its length and the amount of concrete work, construction of East Avenue is anticipated to be completed in 2023. It is currently anticipated that the thirteen (13) street sections will be bid together as one construction contract, and that the construction inspection will be performed by City staff.

Wayside Drive and Fosberg Road will require total pavement reconstruction due to their severely deteriorated conditions. More time will be needed to complete the design, and both projects will be advertised for construction in late fall for construction in 2023.

The total construction cost is roughly estimated to range between \$12 million and \$14 million. Once costs are known staff will bring a separate item to Council to appropriate the funding needed for construction.

Per Resolution 2009-247, "all capital improvement projects with a construction and project management estimate of greater than \$1,000,000" must be approved by the City Council for authorization to advertise for bids. This requirement will add 4-6 weeks to the project schedule if staff waits for design to be completed before asking Council for authorization to bid. This will significantly delay the start of construction, and could have significant impact on the timeline for completion of construction. Therefore, staff is requesting by a separate motion that the Council authorize staff to proceed with advertising these projects for construction upon completion of the design and bid documents now to try to eliminate delays.

4. BASIS FOR RECOMMENDATION:

- A. This action will advance the City's Roads Program objective of repairing the City streets.
- B. This action is consistent with Council's stated goal of utilizing Measure A revenues to expedite road repair projects.

- C. Per Municipal Code Section 2-7-10, the City Council must approve all contract amendments that exceed 10% of the contract price approved by the Council.
- D. Per Resolution 2009-247, the City Council must authorize the advertisement of all capital improvement projects estimated to exceed \$1,000,000.

5. FISCAL IMPACT / BUDGET AMENDMENT:

The fiscal impact of the proposed actions will be \$1,548,105.35 which can be funded from Measure A funds that have been identified for the Roads Initiative program.

The estimated total project cost of \$1,548,105.35 includes \$1,408,105.35 for MBI's professional services and a contingency of \$140,000.00 for unanticipated changes in the scope of services. Staff is recommending the addition of a 10% contingency in order to avoid delays in the development of design plans. Staff will review any changes to ensure the change in scope is warranted and necessary before approving the work.

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 installing improvements within the current right-of-way.

8. STAFF RECOMMENDATION:

Staff recommends approving Amendment No. 1 to the Agreement with Michael Baker International, Inc. in the amount of \$1,408,105.35 (Fund 118 "Measure A") for professional design services for the City of Turlock's Roads Initiative Program in a form approved by the City Attorney, and a 10% contingency in the amount of \$140,000 for potential unanticipated changes in the scope of services.

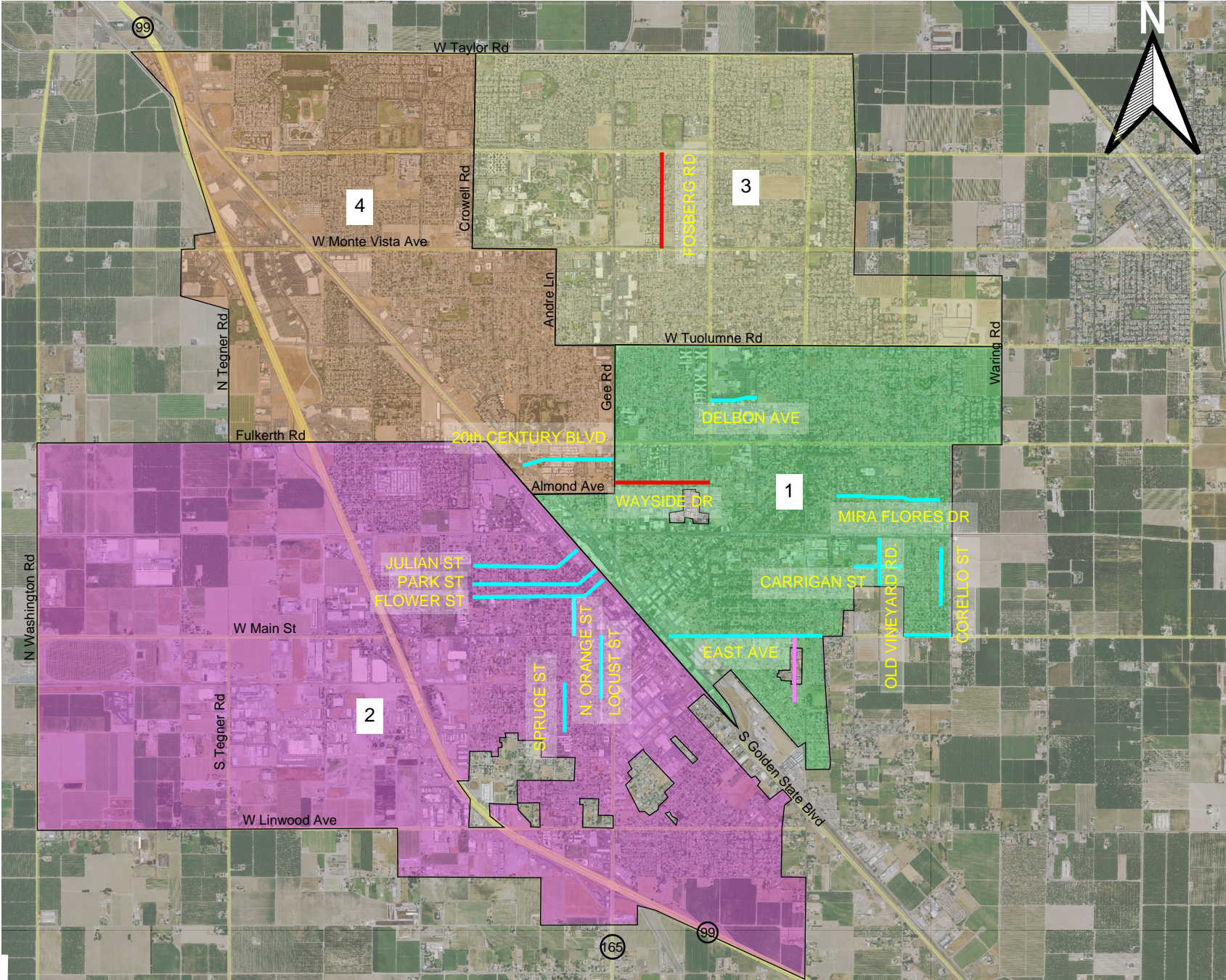
Additionally, staff recommends authorizing staff to proceed with advertising, for construction, City Project No. 22-001 "Design of Projects for 2022 Construction for Roads Program" upon completion of bid documents.

9. ALTERNATIVES:

- A. Council could choose to not approve this amendment. This alternative is not recommended as it will delay starting the process of design and construction of Roads Program projects slated for the 2022 construction season.
- B. Council could choose not to approve authorizing staff to proceed with advertising the project for construction upon completion of bid documents. Staff does not recommend this alternative as it will extend the project schedule by several weeks, delaying the start of construction of Roads Program projects slated for 2022 construction season, and, thus, potentially pushing the project completion dates into 2023.

Citywide Street Rehabilitation and Improvement Project for the City of Turlock

15 Streets Pavement Rehabilitations Design



15 SELECTED STREETS

1. Delbon Ave – District No. 1
2. East Ave – District No. 1
3. Flower St – District No. 2
4. Locust St – District No. 2
5. Mira Flores – District No. 1
6. N Orange St – District No. 2
7. Old Vineyard – District No. 1
8. Park Street – District No. 2
9. Spruce Street – District No. 2
10. 20Th Century Blvd - District 4
11. Carrigan St – District No. 1
12. Corello St – District No. 1
13. Julian St – District No. 2
14. Wayside Drive – District 1 and a section boundaries a county island.
15. Fosberg Rd. – District No. 3

Legend

- District 1
- District 2
- District 3
- District 4

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2022-
\$1,548,106 TO ACCOUNT NUMBER	}	
118-10-115-800.43366_001 ROADS PROGRAM	}	
“DESIGN MBI” TO BE FUNDED FROM FUND	}	
118 “MEASURE A” UNASSIGNED RESERVES	}	
TO PROVIDE THE NECESSARY FUNDING FOR	}	
CITY PROJECT NO. 22-001 “DESIGN OF	}	
PROJECTS FOR 2022 CONSTRUCTION FOR	}	
ROADS PROGRAM”	}	

WHEREAS, by separate action, the City Council is requested to approve Amendment No. 1 to the Agreement with Michael Baker International, Inc. (MBI) of California (City Contract No. 2022-45) to perform professional design services for the City of Turlock’s Roads Initiative Program under City Project No. 22-001 “Design of Projects for 2022 Construction for Roads Program”; and

WHEREAS, the total project cost is estimated to be \$1,548,105.35 which includes \$1,408,105.35 for MBI’s professional services and a contingency of \$140,000.00 for unanticipated changes in the scope of services; and

WHEREAS, the Fiscal Year 2021-22 budget did not include appropriations for City Project No. 22-001; and

WHEREAS, there are sufficient funds in Fund 118 Measure A unassigned reserves for the proposed appropriation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the appropriation of \$1,548,106 to account number 118-10-115-800.43366_001 Roads Program “Design MBI” to be funded from Fund 118 “Measure A” unassigned reserves to provide the necessary funding for City Project No. 22-001 “Design of Projects for 2022 Construction for Roads Program.”

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of January, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

January 19, 2022

Mr. Fred Pezeshk, P.E.
City of Turlock
Development Services Department, Engineering Division
156 S. Broadway, Suite 150
Turlock, CA 95380

**RE: Roads Repair Program – Citywide Street Rehabilitation and Improvement Project for the City of Turlock, 15 Streets
Pavement Rehabilitations Design**

Dear Mr. Pezeshk,

Michael Baker International (Michael Baker) is pleased to provide our detailed scope of work for the Citywide Street Rehabilitation and Improvement Project, which includes the pavement rehabilitation and design for 15 streets.

Michael Baker has gathered a team of professionals to deliver the pavement rehabilitation and design of 15 streets in accordance with the City and industry standard, and based on our recent site visit, data collection, and in response to City's request for scope, fee, and schedule.

Simply offering innovative pavement technologies does not always solve the problem; rather, ensuring that they are appropriate and constructible is what makes the difference in the success of a project. Many factors must be considered, including cost, performance, future maintenance, traffic, access, pavement section properties, geometric constraints, climate, shaded areas, and drip lines. There are numerous pavement rehabilitation techniques available today with new binders, new additives, and polymers, all of which may be applied in various layers to preserve pavement life.

We have included teaming partners who are local and have delivered projects with the City. They include Crawford & Associates providing pavement Coring and testing, North Star providing supplemental survey and right of way, and Aim Consulting (DBE) providing Public Outreach.

We appreciate the City of Turlock giving us the opportunity to deliver the PS&E package for the 15 streets in this program. We look forward to working with you.

Sincerely,



Nabaz Saieed, Project Manager

Cc:

Jim Porter, PE
Michael Baker Principle in Charge



Assumptions/Exclusions

1. The Michael Baker team assumes that the work includes civil engineering, pavement improvements, and ADA ramp design. This scope does not include signal modification, street light design, and relocation of pedestrian push buttons. If requested by the City, our subconsultant TJKM (DBE) can provide additional scope.
2. The Packages will be organized as follows. See **Attachment 1** for more information.
 - **Package 1 (13 Streets):** This package includes roads identified for grind and overlay and roadway related assets, currently assumed to be 13 streets but exact limits will be finalized in **Task 1.2 Determination of Phasing of Work and Schedule of Deliverables**. The work will include grinding of existing pavement, Hot Mix Asphalt (HMA) overlay, adjustment of pull boxes and manholes, in-kind replacement of traffic loop detectors, in-kind replacement of signing, curb and sidewalk modifications, inlet reconstruction, ADA ramp construction, striping, and Traffic Control.
 - **Package 2 (2 Streets):** This package includes roads requiring complete reconstruction and will significantly impact traffic control, utilities, and other identified roadway assets that require an extended design and construction schedule. Roads included in Package 2 are assumed to be the two streets listed in Attachment 1 but will be finalized during the **Task 1.2 Determination of Phasing of Work and Schedule of Deliverables**.
3. Environmental documentation will be provided by the City. Michael Baker can provide scope if directed by the City.
4. Right-of-way engineering is included only at selected ADA Ramps requiring design, listed in Attachment 1.
5. Coordination with permitting agencies is not included.
6. Encroachment permit fees will be waived by the City.
7. Utility potholing is not included in this scope. If required, Michael Baker will engage with a pothole contractor to perform the work as directed by the City at an additional fee.
8. Landscape and hardscape plans are not included and can be provided at the direction of the City.
9. No other design is included unless directed by the City. Modifications of water line, sewer line and any other utilities are not included unless directed by the City
10. Construction General Permit (CGP) and Stormwater Pollution Prevention Plan (SWPPP) are not included. Michael Baker can provide scope if directed by the City.
11. The Michael Baker team assumes the City will provide the following data for each corridor. Items that are not provided can be collected or developed as separate scope as directed by the City.
 - Existing 2013 StreetSaver Data (already provided)
 - Daily vehicle counts (24-hour, 48-hour, or 72-hour) (24-hour data already provided for 8 streets)



Project Team and Staffing Plan

Key Personnel Qualifications and Experience



Nabaz Saieed – Senior Project Manager

The Michael Baker team will be managed by Nabaz Saieed. Mr. Saieed has over 38 years of experience focusing on civil design and planning, including transportation, local roadway, and public works projects. Over the course of his career, he has developed a depth of design experience for major transportation and infrastructure projects such as

Benefits to the Project

- More than 38 years of experience
- Experience in both design and construction
- Project Manager for approximately 1,000 miles of pavement rehabilitation projects
- Completed more than 100 roadway projects

highway interchanges, railroad grade separations, arterial road improvements, pavement (City pavement rehab and CAPM Caltrans projects), temporary detour and traffic control plans, and public works improvements. Mr. Saieed's experience on a wide range of transportation assignments enables him to effectively manage multidisciplinary teams on projects ranging from alternatives analysis and field investigation through design and final construction. He knows how to collaborate with clients and stakeholders, to develop and lead an effective project organization, and to develop meaningful and attainable project scopes, schedules, and budgets, consistent with and meeting client expectations.



Jim Porter, PE – Principle-in-Charge/ QAQC

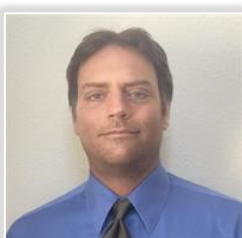
Jim brings more than 30 years of professional engineering experience, including 20 years at the Senior Executive level. He has overseen and performed a wide array of design, construction, construction administration, operations and maintenance services involving transportation systems, buildings, general aviation airports, flood control and stormwater management, sewer collection, water distribution, lighting districts, parks, solid waste and recycling program management, energy conservation programs and environmental stewardship.



Vahid Ganji, PhD, PE (NY) – Senior Pavement Engineer

Dr. Ganji has over 26 years of experience in pavement evaluation, rehabilitation, and design, as well as new technologies in pavement rehabilitation, specialty mixes, and pavement management systems. His certifications include StreetSaver, NCAT, asphalt mix design, mechanistic-empirical pavement design, and NHL in-place pavement recycling techniques such as Full-Depth Reclamation (FDR). He also has extensive experience in nondestructive testing of pavements such as Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) for cost-effective pavement evaluation and design. Dr. Ganji has published numerous papers in peer-reviewed journals. His recently completed projects in

California include training the City of Oakland's pavement engineers on how to classify pavement distresses and develop viable pavement rehabilitation methodologies, as well as a review of various pavement designs for the City of Campbell and updating Pavement Management Plan (PMP) for Napa County. Other pavement projects similar in scope and size that he was involved in (as a subject matter expert) include City of Oakland (CA), City of Indio (CA), City of Treasure Island (FL), City of Norfolk (VA), City of Camden (NJ), among many others.



Kevin Oaks, PE – Senior Project Engineer/Civil Design

Mr. Oaks is a senior civil engineer with over 20 years of experience on transportation projects involving local roadway design, highway widenings, pavement rehabilitation, and complete streets projects. His experience includes the preparation of plans and specifications from the early stages of design leading up to construction. He has extensive experience using AASHTO, the Caltrans Highway Design Manual, and local agency standards to develop roadway and pathway geometrics. He has also provided utility layout and design on projects including potable water networks, sanitary sewer, and storm drain



facilities. He has extensive experience with local storm water quality requirements and has designed temporary and post construction BMPs in compliance with the CGP and SF Bay Water Resources Control Board Municipal NPDES permit.



Sofia Landis, PE — Senior Project Engineer

Ms. Landis is a senior civil engineer responsible for interdisciplinary coordination and the preparation of plans, specifications, and engineering estimates. Her experience includes a multitude of project stages, including preliminary design and environmental clearance, alternative analysis, preparation of bridging documents for procurement of design-build team, detailed PS&E design, and design services during construction. She has worked on a large variety of transportation projects for multiple agencies in California on elements including, highway, ROW, bridge, and general civil, and she has a broad understanding of project planning, design, and implementation.



Aaron Morris, GISP – Senior Lidar Analyst

Our dedicated Lidar team will be led by Aaron Morris, GISP and will address the important task of LCMS data collection. Aaron has more than 24 years of experience in GIT and GIS and leads the national Michael Baker's data collection center. As the Director of Mobile LiDAR Operations during the programs' initial 4 years, Mr. Morris incubated Michael Baker's Mobile LiDAR Division from inception, to the nation's leading service provider. In addition to managing project logistics nationwide, he also provides national leadership for Michael Baker's GeoLink® GPS Software Engineering Departments; is

on the national Board of Directors for MAPPs; and provides primary technical consulting expertise on various Geospatial and LiDAR projects for local, state, and federal governments.

Subconsultants

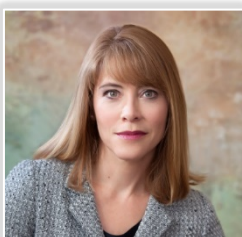
AIM Consulting, Inc. (AIM)



AIM Consulting, Inc. (AIM) was established in 2005 with one employee, Gladys Cornell. Since that time AIM is proud to have hired and cultivated some of the best communication and community outreach professionals in the region. AIM currently has a staff of ten whose talents includes strategic communication, media relations, web development, online engagement, social media, video production, graphic design, and so much more.

AIM has worked in the northern California region for 17 years and specializes in working with local public agencies in a staff augmentation role. They have a successful history of working collaboratively with clients on public information campaigns that effectively inform and engage both local and regional audiences. They are committed to providing industry best practices of communication technologies and practice ongoing professional education and development to assure that they stay on the forefront of their practice.

AIM, an S-Corporation, is certified as a Small Business Enterprise by the State of California, Department of General Services (Supplier No. 44639), a Women in Business Enterprise by the California Public Utilities Commission (Certification No. 15030164), and a Disadvantaged Business Enterprise by the State of California, Department of Transportation (UCP Firm No. 35954).



Gladys Cornell – Lead Public Outreach (AIM)

Gladys Cornell is a strategic communications and public engagement specialist with more than 30 years of experience developing and implementing internal and external communications plans for corporate and public agencies, crisis communications, media relations and public information services. For the past 17 years Gladys has provided strategic communications, public engagement and facilitation services to government and private clients as President of AIM Consulting, Inc. Some specific applicable experience with AIM includes providing on-going, as-needed community relations

and strategic communications for Placer County Transportation Agency (6 years), Mountain House Community Services District



(5 years); Water Forum (3 years); Cosumnes Community Services District (1 year). In addition, all of AIM's past and current public engagement projects include robust public information plans as well as creating communication collateral materials that translate technical data into understandable communications using a robust variety of communication mediums such as website and social media content, newsletter articles, informational brochures and media relations

Crawford & Associates, Inc.



Crawford & Associates, Inc. (Crawford) was established in 2012 and is a registered Small Business Geotechnical Engineering firm (Certification ID: 1744908) that specializes in large-scale public works projects. In 2016, Crawford merged with Taber Consultants, one of the nation's oldest Geotechnical Engineering companies. The principals bring significant Geotechnical Engineering experience on a wide variety of projects throughout Northern California.

Crawford provides services in Geotechnical Engineering, Materials Testing, Hazardous Materials Assessments, and Expert Witness. The firm maintains five offices in Northern California, with locations in Sacramento, Modesto, Pleasanton, Rocklin, and Ukiah to meet the demands of our clients.

Crawford will provide pavement coring and laboratory testing services in support of Michael Baker International and the City of Modesto. We understand projects for this contract may include pipelines, roadways, storm drain and sanitary sewer lift stations, water well pump stations, water tanks, drainage basins, buildings and wastewater treatment facilities.



Shawn Leyva, PE – Geotechnical Task Manager (Crawford & Associates)

Shawn is a graduate of the University of the Pacific and holds both a Bachelor and Master's degree, with a concentration in geotechnical and environmental engineering. He has experience planning, coordinating and managing geotechnical field explorations and has provided Construction Testing and Observation services during construction. Shawn has served as a Project Manager for bridge investigations, roadway/pavement reconstruction projects, pipelines, and water/wastewater treatment facilities.

NorthStar Engineering Group



NorthStar was founded in 2002 and employs a staff of 46 full time professionals (9 licensed Professional Engineers, 3 licensed Land Surveyors, and a support staff of 34) under the direction of 3 working Principals. NorthStar is a California Corporation and a California Registered Small Business, which performs all services out of one office located at 620 12th Street, Modesto, CA.

NorthStar has local expertise and a comprehensive understanding of the issues associated with providing Professional Land Surveying and Civil Engineering Services. NorthStar has a long-standing reputation for success working throughout the Central Valley. Team members include California Registered Land Surveyors and Technicians who are experienced at performing Boundary, Topographic, and Construction Surveys. Experienced field and office staff manage a full range of projects and are consistently prepared for heavy workloads and critical deadlines. NorthStar specializes in identifying and resolving issues before they turn into problems that can cause project delays. This department provides:

- ✓ A.L.T.A Surveys
- ✓ Boundary Surveys
- ✓ Topographic Surveys
- ✓ Parcel Maps
- ✓ Construction Staking
- ✓ Aerial Surveys
- ✓ Right of Way Surveys
- ✓ Legal Descriptions
- ✓ Monumentation
- ✓ Record of Surveys

TJKM (Optional)

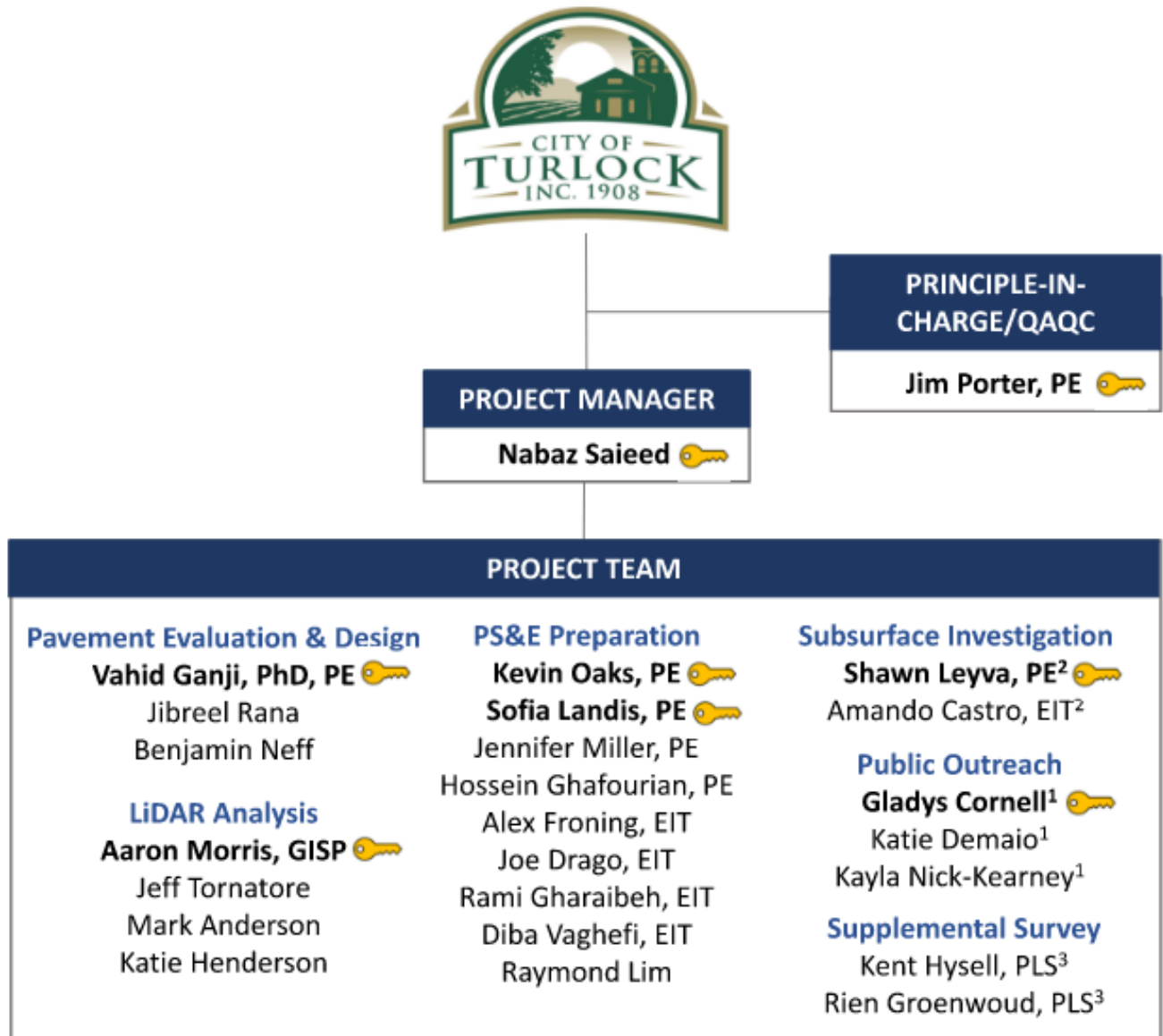


TJKM (traffic/signal/electrical design) offers a wide range of services, with specialized expertise in transportation planning, traffic operations, freeway and corridor studies, traffic engineering design (including PS&E), intelligent transportation systems (ITS), traffic safety, and multimodal studies. TJKM currently has its headquarters in Pleasanton and offices in San Jose, Sacramento, Santa Rosa, and Fresno. TJKM is a Certified Disadvantaged Business Enterprise (DBE).



Organizational Chart

The Michael Baker team offers qualified, well-respected management and experienced technical personnel with pavement rehabilitation experience. Our Organizational Chart illustrates the structure of the Michael Baker team and demonstrates reporting relationships and lines of communication.



SUBCONSULTANTS
1 – AIM Consulting
2 – Crawford and Associates
3 – NorthStar Engineering Group
4 – TJKM (Optional)



Task 1 Project Management

Task 1.1 Project Management

Project management includes ongoing coordination with the City and preparation of schedule updates, as needed. Regular contact through email, conference calls, and face-to-face meetings will ensure timely coordination of all relevant project issues and milestones.

Task 1.2 Determination of Phasing of Work and Schedule of Deliverables

Michael Baker will develop a detailed phasing and project schedule for deliverables based on negotiation with the City. The determination of phasing of work and schedule of deliverables will identify the streets included in Packages 1 and 2 and will determine how the separate items of work will be phased. Package 1 (13 Streets) will include grinding of existing pavement, Hot Mix Asphalt (HMA) overlay, adjustment of pull boxes and manholes, in-kind replacement of traffic loop detectors, in-kind replacement of signing, striping, Traffic Control, and improvements to additional assets such as ADA ramps and driveway aprons. Package 2 (2 Streets Identified for Reconstruction) will include roads requiring complete reconstruction that will significantly impact traffic control, utilities, and other identified roadway assets that require an extended design and construction schedule.

Task 1.3 Attend Meetings and Field Review

Michael Baker will attend the following meetings:

- Kick-off meeting: Task 1.2 will be discussed at the kickoff meeting to coordinate the design intent so that the team can provide a detailed and viable project schedule to meet the City's goal of delivering these projects on time and within the approved budget.
- Field review and analysis (1): Field review meeting within the project limits will include the following:
 - ❑ Evaluate and upgrade markings and signs; identify removal of unneeded signs.
 - ❑ Evaluate channelization at irregular intersections (stop/yield control, islands).
 - ❑ Evaluate crosswalk locations per California Department of Transportation (Caltrans) crosswalk policy.
 - ❑ Identify opportunities for painted or raised pedestrian refuge islands (Bulb-out) at key intersections.
 - ❑ Update crosswalk markings and signs using best practices.
 - ❑ Evaluate bus stop lengths and locations, if requested by the City
 - ❑ Evaluate quantity, placement, and condition of ADA-accessible parking if required.
 - ❑ Evaluate streetlights with the street improvements
 - ❑ Evaluate drainage patterns and inlets
- Coordination with Stanislaus County regarding roadways within jurisdiction, including assistance to the City to develop a Co-op agreement regarding funding for improvements
- Progress review meeting
- Over the shoulder review meetings
- QA/QC meetings
- Constructability and biddability meetings
- Close-out meetings

Task 1.4 Project Progress Reports and Invoicing

Monthly status reports will be submitted with each invoice. Invoices will be submitted in a format that is most acceptable to the City. The report will include task status, % complete, and next period's activities.

Task 1 Deliverables:

- Agenda and Meeting minutes
- Field investigation memorandums and recommendations
- Progress reports and invoicing and updated schedule



Task 2 Public Outreach

Task 2.1 Outreach Management

AIM, as a Michael Baker subconsultant will attend the project kick-off meeting and call in to additional project meetings as needed. AIM's outreach management tasks may include providing strategic advice and council, attending other project-related meetings, monitoring team communications, fielding public inquiries via email or phone, and coordinating between City staff and the project team.

Task 2.2 Stakeholder Database

In collaboration with the City and the Michael Baker team, AIM will develop and maintain a stakeholder database throughout the project's duration. This database will include stakeholder name, contact information as well as the preferred method of contact and potential key concerns and/or areas of project interest.

Task 2.3 Community Workshops (2)

In coordination with the City and the Michael Baker team, AIM will manage the logistics and format for two community workshops, which can serve as a public scoping meeting. These workshops will be formatted and facilitated in a way that provides the best opportunity for a diverse range of community members, including an opportunity to discuss the project in one-on-one discussions.

The Community Workshop will be held in a facility near City Hall to present the project to neighboring residents and business owners for the exchange of information about the design and related issues. AIM will follow statewide and local COVID-19 guidelines for each meeting and, if it becomes necessary, AIM will host these meetings virtually.

The first meeting will be designed to provide information and to obtain feedback from the public on the Project features, impacts to adjacent properties, street parking, staging, detours, and construction scheduling. The second workshop will take place later in the process and serve to present key elements of the design plan and construction schedules.

In coordination with the City and the project team, and in preparation for the community workshops, the Michael Baker team will schedule the workshops, arrange for facilities, design, and develop exhibits for the community workshop to illustrate design concepts, which may include project background information, project schedule, descriptions of anticipated detours, technical information, analysis, and graphics. Presentation materials (exhibits) will be provided to the City electronically for review prior to the Workshop. This may include photos of exhibits, PowerPoint slides, or other media. Michael Baker staff will assist AIM with the production of the exhibits.

AIM will develop and implement a comprehensive notification plan for each workshop, including personal stakeholder outreach, direct mail pieces, stakeholder emails, and partnering with community-based organizations and the City to help spread the word. After the workshop, AIM will develop a comprehensive summary for each of the workshops, which will include photographs and all input obtained.

The Michael Baker team will develop all meeting materials in English and Spanish and provide Spanish translation services at the community workshop.

Task 2.4 Website Content

AIM will develop content for a project webpage, to be hosted on the City's website. Webpage content will include accurate and timely updates to inform community members of important project information and events including public meetings and construction schedule. Website visitors will be able to access project information such as fact sheets, FAQs, and schedule. Visitors will also be able to provide their contact information to receive electronic project updates.



Task 2.5 Social Media Updates

AIM will coordinate with the City and project team to develop and implement social media updates throughout the project. The project team will provide AIM with updated information about project progress, upcoming activities, and anticipated impacts to the public. AIM will develop content to be posted on the City's social media pages.

Task 2.6 Communication Collateral

AIM, in coordination with the City and project team, will develop outreach materials to inform the community about the project, design, and the construction schedule and process. These materials may include information brochures, fact sheets and FAQs. AIM will provide two versions of each developed collateral material: One in English and one in Spanish.

Public information and notification will include traditional and innovative public outreach strategies, and will introduce the members of the project team, provide background information, and encourage participation in the process. In coordination with the City and other project partners, AIM will develop and disseminate project information to notify the community-at-large about upcoming public outreach opportunities. This may include but is not limited to email notifications, posters, flyers, social media and in coordination with businesses and community-based organizations for cross promotion. AIM will also develop media outreach in the form of press releases to relevant local publications.

Task 2.7 Direct Mail Notification (1)

The Michael Baker team, with AIM as the lead subconsultant, will design and develop a direct mail postcard and distribute them to the residences, businesses, and property owners within a one-mile radius of the project sites. The City will identify the residents, businesses, and property owners to whom the postcards will be sent. The postcards will include project information and notice of an upcoming outreach opportunity. AIM will develop the mailer utilizing a template consistent with the project brand, which can be easily updated, printed and/or distributed through electronic means.

Distribution of postcards will commence after completion and approval of the Pavement Evaluation and Design. A list of all stakeholders, including available contact information, will be provided to the City. The Michael Baker team will provide electronic copies of a notification letter and the mailing list of all stakeholders. AIM assumes the City will handle any and all costs related to securing the mailing address data, printing the postcards, and mailing the postcards including postage.

Task 2 Deliverables:

- List of stakeholders with contact information
- Postcard (Draft & Final)
- Outreach materials (Draft & Final)
- Electronic copy of notification letter
- Community workshop exhibits
- Community workshop agenda
- Summary of feedback from the workshop
- Summary of community questions with recommended responses

Task 3 Preliminary Design

Task 3.1 Background Data Collection and Records Review

As part of this task, Michael Baker will review the available data for each street, including as-builts, traffic information such as traffic index, prior rehabilitations, and subsurface investigation results for nearby streets. During this review, Michael Baker will alert the City to potential drainage issues, street lighting deficiencies, and sidewalk infill issues.

Task 3.2 Field Investigation and Visual Pavement Condition Survey

A team of experienced geotechnical and pavement engineers will conduct a project-level visual field inspection to assess the pavement condition survey for the 15 streets that are included in the scope of work. The survey will document and photo log the



existing pavement distresses, their causes, extent, and severity to facilitate appropriate pavement rehabilitation recommendations and quantify dig-out areas for base repairs.

Task 3.3 Ground Penetrating Radar (GPR) Data Collection and Analysis

Pavement thickness is the most important parameter in determining the structural adequacy of pavement for design and rehabilitation recommendations. GPR methodology is a cost-effective nondestructive testing method that provides continuous pavement thickness measurement at highway speed, negating the need for traffic control. Continuous pavement thickness measurement is advantageous as the variation of the pavement thickness along a street can be determined. For example, assume two cores are taken for a street with significantly different thicknesses, say 3" and 7" as has occurred on prior Turlock projects. The 3" pavement thickness indicates that a pavement reconstruction is required, whereas the pavement with 7" thickness is a good candidate for grind and overlay treatment. The GPR data allows the pavement designer to identify where the pavement thickness changes and prepare the pavement design recommendations accordingly. The GPR graphs depicting pavement thickness versus baseline stations will be provided that can be used to identify where the pavement thickness changes.

GPR data collection will be performed on the travel lanes and for each street to determine if the existing pavement structure is different from one lane to another and from one section to another. GPR testing will be conducted in both wheel paths of the travel lanes. Michael Baker proposes to extract a limited number of cores from the pavement (two cores per street), as outlined in Task 3.4, to validate the GPR results and inspect the condition of the various pavement layers and determine if paving fabric is used. The core locations will be selected based on the GPR and visual condition survey results. By reducing the number of cores required, the cost of traffic control and subsurface investigation will be decreased.

The Michael Baker team will analyze the GPR data to determine the pavement type and thickness. Graphs will be provided which present the HMA thickness versus stationing for each street. The graphs will also include superimposed core data for verification and confirmation of the GPR data. The GPR results will be utilized to sectionalize the streets for pavement design.

Task 3.4 Subsurface Investigations

Michael Baker will perform a site reconnaissance to review project limits and site logistics, evaluate drill rig access, and mark out core locations in the field for subsequent utility clearance. Pavement core locations will be marked with white paint and subscribing utility companies will be notified via USA North 811 a minimum of 48 hours (as required by law) prior to pavement coring operations. We will also apply for an encroachment permit from the City and prepare site-specific traffic control plans after the coring plans have been approved by the City. Michael Baker will work with the City to secure other permits such as rights-of-entry prior to field explorations. The Michael Baker team will provide traffic control measures during field operations as needed and/or in accordance with City of Turlock encroachment permit requirements. This estimates that a typical two-man traffic control crew with associated cones and signage will be sufficient for this task.

As part of this task, Michael Baker will develop a coring program. We will identify the core locations based on the visual condition survey and GPR results. The estimated number of cores for all 15 streets is thirty (30). Five (5) days of coring is assumed for this task.

At each core location, the underlying unbound layers will also be sampled to determine the soil classification of the granular layers such as base, subbase, and subgrade. Michael Baker will perform soil sampling to a depth of 2' below the bound layers (asphalt and concrete). The soil samples will be labeled and sent to a laboratory for sieve analysis, moisture content, Atterberg limits (if fine-grained), and determination of the R-value. Upon completion, core holes will be backfilled with compacted native soil. The holes will be capped with concrete dyed black.

Task 3.5 Pavement Evaluation and Design

Michael Baker will perform pavement engineering analysis and rehabilitation design for viable pavement rehabilitation alternatives and estimate the remaining service life, associated costs, and schedule for each alternative. Pavement design will be conducted in accordance with AASHTO pavement design procedures as well as Caltrans' Highway Design Manual (HDM). Pavement design will be based on coring data, soil parameters (R-value) from lab testing, and the latest available traffic data. It is our understanding that the City will provide the traffic index (TI) for each street. If TI is not available from the City, it will be based on industry traffic standards.



The pavement treatment alternatives may include:

- (1) Milling the existing pavement, performing full-depth base repairs and dig-outs if necessary, and overlaying with HMA to restore ride quality and strengthen the existing pavement
- (2) Wedge grind and overlay
- (3) Reconstructing the existing pavement with full-depth flexible pavement
- (4) Pavement recycling such as cold-in-place recycling (CIR), hot-in-place recycling (HIR), and full-depth reclamation (FDR). A cost/benefit analysis or Life Cycle Cost Analysis (LCCA) will be performed to determine which pavement treatment is the most cost-effective for each street

Upon completion of pavement coring/boring, GPR testing, and soil sampling as well as pavement design, Michael Baker will prepare a report that summarizes the pavement assessment results, pavement design, and recommendations. The field test data will include:

- (1) GPR graphs depicting pavement thickness variations versus baseline station
- (2) Core table and photo log
- (3) Visual pavement distress survey results and typical pavement distress photos for each street
- (4) Laboratory soil testing results (soil gradation, moisture content, Atterberg limits, and soil classifications)
- (5) Life Cycle Cost Analysis results

Task 3 Deliverables:

- Pavement Evaluation and Design Recommendations Report (Draft & Final)

Task 4 - Survey

Task 4.1 – Mobile LiDAR Topo

In support of design activities, the topographic mapping will be compiled from existing Mobile LiDAR collections. Planimetric and surface models will be generated for all or portions of identified roadways where engineering design is required. Topographic mapping will be consistent with design standards and accuracy and may also include assessment of ADA pedestrian features. Where absolute accuracies are required to support engineering-grade and/or construction activities, additional ground control will be established by conventional survey methodologies to constrain the existing Mobile LiDAR collections. Ground control will be established at the begin/end of each street segment, as well as at ~750' intervals in between.

Task 4.2 – Supplemental Survey and Target Survey

The Michael Baker Team will perform a field survey to establish control at each of the roadways selected for the roadway improvements. Horizontal and vertical datum will be established utilizing the City of Turlock GPS Control network and benchmark network. The team will collect a total of 61 hard surface ID points and provide northings, eastings, and elevations based on the horizontal and vertical control network. Hard surface ID points will be collected for establishing control and used in processing the Lidar Mobile Scanning surfaces at the appropriate locations along each of the 15 roadways. As part of this effort, supplemental survey points will also be collected at locations that were obstructed or not picked up by the LiDAR. These locations could include curb returns, back of sidewalk, or other points specified by the LiDAR team.

Task 4.3 – Boundary Survey

The Michael Baker Team will perform research and obtain public records including existing County Surveys, Parcel Maps, Subdivision Maps, and Record of Survey Maps for the selected ramp locations to be designed. They will review the Vesting Deeds and prepare a Preliminary Calculation Map of the properties and existing survey monuments to be located within the project area.

A Field Survey will be performed to search for and locate existing survey monuments of record. An analysis of record and field boundary data will be performed to calculate final boundary lines. Field surveys are based on the monumentation as shown on the record maps being found as shown. If monuments have been removed or disturbed and more extensive surveys are required to re-establish monuments, the Client will be notified, and an additional scope and fee will be provided.



The final property lines will be determined and incorporated into the design package.

Task 4.4 – Monument Preservation

Prior to construction, the Michael Baker Team will locate the existing monuments and set reference ties, under the direction of a licensed Land Surveyor prior to construction. Prior to construction, the team will prepare Corner Records for the existing monuments and file with the County Surveyor based on survey and swing ties. At the completion of construction, the team will set reference offsets for the placement and adjustment for the monument boxes and will verify and reset monuments disturbed by construction activities. Additionally, the team will file post construction Corner Records with the County Surveyor for all the Monuments reset.

Task 4.5 – Topo Field Survey of Curb Ramps (Optional)

The following items are included in the optional task to perform a field topo survey of the curb ramps. This task is not necessary for the design of Package 1 or Package 2 and would only be included if requested by the City.

- Set horizontal and vertical control at each of the locations (intersections) as necessary to perform the topographic surveys. Horizontal and Vertical control will be based on the horizontal and vertical control network.
- Perform a Topographic Field Survey at all locations. The topographic survey will locate the sidewalks 25-feet from the curb returns, curb and gutter, pavement, existing ramps, light poles, fire hydrants, utility boxes, hardscape features, and other features within the limits of work.
- Prepare a Topographic Survey Map depicting existing visible improvements and utilities within the project limits. The Topographic Survey Map will include a surface model and located site features.

Task 4.6 – Survey of Drainage Improvements (Optional)

As an optional task, the Michael Baker team will perform a Topographic Field Survey of drainage improvements as requested by the City. The Drainage Improvement Field Survey will locate pipelines, drain inlets, and manhole's locations. The team will perform field measurements for elevations of inverts if accessible on drain inlets and manholes.

Task 5 - Package 1 Design (13 Streets)

This package includes the streets identified for grind and overlay in Task 1.2 Determination of Phasing of Work and Schedule of Deliverables, currently assumed to be the 13 streets listed in **Attachment 1**. The work will include grinding of existing pavement, Hot Mix Asphalt (HMA) overlay, adjustment of pull boxes and manholes, in-kind replacement of traffic loop detectors, in-kind replacement of signing, curb and sidewalk modifications, inlet reconstruction, ADA ramp construction, striping, and Traffic Control.

Task 5.1 – Utility Research and Coordination

The Michael Baker team will follow the Caltrans Utility Process A, B, C.

- A—Send utility request letters to facility owners (e.g., PG&E, AT&T, Irrigation districts) including requesting the City's as-built for water and sewer lines, electrical conduits, etc.
- B—After developing the utility plans, send plans to facility owners for verification of accuracy.
- C—Prepare utility relocation plans, if any, and coordinate relocations with facility owners as first order of work to meet the project schedule.
- Potholing will be included if it is required, after review of the design 65% plans.

Task 5.2 – 35% Plans, Specifications Outline, and Preliminary Engineer's Estimate

Task 5.2(a) Preparation of 35% Plans, Specifications Outline, and Preliminary Engineer's Estimate

Michael Baker will develop 35% plans based on the data collection and field review. The plans will include recommendation for pavement treatment and other street improvements.

The following sheets are anticipated for the Package 1 Plans:

- Title sheet (no scale)



- General notes (no scale)
- Key-map and project control (no scale)
- Typical sections (no scale)
- Plan sheets (1" = 40' scale)
- Utility plans including drainage (1" = 40' scale)
- Traffic control plans and stage construction (scale various)
- Stormwater quality plans, best management practice plans (scale various)
- Signing and striping, and details (1" = 40' scale and various)
- Construction details (curb ramp, utility boxes and manhole adjust to grade details, pedestrian islands) (scale various)
- Summary of quantity sheets (no scale)

Michael Baker will develop quantity takeoffs and engineering estimates based on City standards and the 35% plans. Michael Baker will use the City standard front end boiler plate contract documents and the City and Caltrans Special Provisions (SSP'S) 2018 version unless otherwise directed by the City to provide a Specification outline.

Task 5.2(b) QA/QC

The deliverables in this task will undergo Michael Baker's QA/QC process to ensure the project is consistent with the design intent, and with City, state, and federal standards. The QA manager will meet with the project manager and design lead and discuss comments and resolve outstanding issues. A QA/QC certification will be signed by the originator, the QC staff that reviewed the plans, and finally by the QA manager who ensures all comments that are received from the City and the QC staff are addressed and incorporated. A copy of the QC verification will be attached to the City's 35% plans and estimates submittal for the record.

Task 5.2 Deliverables:

- 35% Plans
- Preliminary Engineer's Estimate
- Outline of Specifications
- QA/QC Verification

Task 5.3 – 65% Plans, Specifications, and Engineer's Estimate

Task 5.3(a) 35% Comment Resolution

Michael Baker will develop a response to comments in a matrix format based on the City's 35% comments, then meet with the City to resolve any outstanding items.

Task 5.3(b) Preparation of 65% Plans, Technical Specifications, and Engineer's Estimate

Michael Baker will update the 35% plans to a 65% level of completion and to incorporate City and third-party 35% plans comments

Michael Baker will update the quantity takeoffs and engineering estimates-based comments received from the City and Third-party, as well as any updates from the 65% plans.

Michael Baker will develop draft technical specifications, along with a bid schedule that corresponds with the work outlined in the 65% plans. They will also review the front-end documents to ensure that there are no conflicts between the Caltrans 2018 SSP's and the City's special provisions. It is assumed that the Boiler Plate front-end will be developed by City.

Task 5.3(c) QA/QC

The deliverables in this task will undergo Michael Baker's QA/QC process to ensure the project is consistent with the design intent, and with City, state, and federal standards. The QA manager will meet with the project manager and design lead and discuss comments and resolve outstanding issues. A QA/QC certification will be signed by the originator, the QC staff that reviewed the plans, and finally by the QA manager who ensures all comments that are received from the City and the QC staff are



addressed and incorporated. A copy of the QC verification will be attached to the City's 65% plans and estimates submittal for the record.

Task 5.3 Deliverables:

- Responses to 35% Comments matrix
- 65% Plans and Engineer's Estimate
- 65% Technical Specifications and Bid schedule
- QA/QC documentation

Task 5.4 – 100%/ Issue for Bid (IFB) Plans, Specifications, and Engineer's Estimate

Task 5.4(a) 65% Comment Resolution

Michael Baker will develop a response to comments in a matrix format based on the City's 65% comments, then meet with the City to resolve any outstanding items.

Task 5.4(b) Draft 100%/IFB Plans, Specifications, and Engineer's Estimate

Michael Baker will update the 65% plans to a 100%/ Issue for Bid level of completion and to incorporate City and third-party 65% plans comments.

Michael Baker will update the 65% SSP's and engineer's estimate to 100% SSP's and engineer's estimate, including a bid schedule with appropriate items. The Draft 100% PS&E will be submitted to the City for review. A two-week review is assumed.

Task 5.4(c) Final 100%/IFB Plans, Specifications, and Engineer's Estimate

Michael Baker will update the Draft 100% plans, specifications, and estimate to an Issue for Bid level of completion and to incorporate City comments. A Final Bid Schedule will be included as part of this submittal.

Task 5.4(d) QA/QC

The deliverables in this task will undergo Michael Baker's QA/QC process to ensure the project is consistent with the design intent, and with City, state, and federal standards. The QA manager will meet with the project manager and design lead and discuss comments and resolve outstanding issues. A QA/QC certification will be signed by the originator, the QC staff that reviewed the plans, and finally by the QA manager who ensures all comments that are received from the City and the QC staff are addressed and incorporated. A copy of the QC verification will be attached to the City's 100%/IFB plans and estimates submittal for the record.

Task 5.5(e) Bidding Services

Michael Baker staff members will facilitate bid support by providing bidding services to the City of Turlock. The bidding services will include attending a pre-bid mandatory meeting in support of City Staff, responses to Requests for Information (RFI), and providing requested clarification through a City Construction Manager. This task will include bid review, bid analysis, recommendation to award, and bid tab preparation.

Task 5.4 Deliverables:

- Responses to 65% Comments
- Draft 100% Plans, Technical Specifications, and Engineers Estimate
- Final IFB Plans, Technical Specifications, Engineer's Estimate, and Bid Schedule
- QA/QC documentation
- Responses to RFI's



Task 6 - Package 2 Design (2 Streets Identified for Reconstruction)

This package includes roads that require complete reconstruction and will have significant impact on traffic control, utilities, and other identified roadway assets that require a longer design and construction schedule. Package 2 also includes roads identified for reconfiguration. Roads included in Package 2 will be identified during the Task 1.2 Determination of Phasing of Work and Schedule of Deliverables. See **Attachment 1** for assumption of which locations will be included in Package 2 Design.

Task 6.1 – Utility Research and Coordination

The Michael Baker team will follow the Caltrans Utility Process A, B, C.

- A—Send utility request letters to facility owners (e.g., PG&E, AT&T, Irrigation districts) including requesting the City's as-built for water and sewer lines, electrical conduits, etc.
- B—After developing the utility plans, send plans to facility owners for verification of accuracy.
- C—Prepare utility relocation plans, if any, and coordinate relocations with facility owners as first order of work to meet the project schedule.
- Potholing will be included if it is required, after review of the design 65% plans.

Task 6.2 – 35% Plans and Preliminary Engineering Estimate

Task 6.2(a) Preparation of 35% Plans, Specifications Outline, and Preliminary Engineer's Estimate

Michael Baker will develop 35% plans based on the data collected and field review. The plans will include recommendation for the pavement treatment and other street improvements.

The following sheets are anticipated for the Package 2 Plans:

- Title sheet (no scale)
- General notes (no scale)
- Key map and project control (no scale)
- Typical sections (no scale)
- Plan sheets (1" = 40' scale)
- Utility plans including drainage (1" = 40' scale)
- Traffic control plans and stage construction (scale various)
- Stormwater quality plans, best management practice plans (scale various)
- Signing and striping, and details (1" = 40' scale and various)
- Construction details (curb ramp, utility boxes and manhole adjust to grade details, pedestrian islands) (scale various)
- Summary of quantity sheets (no scale)

Michael Baker will develop quantity takeoffs and engineering estimates based on City standards and the 35% plans. Michael Baker will use the City standard front end boiler plate contract documents and the City and Caltrans Special Provisions (SSP'S) 2018 version unless otherwise directed by the City to provide a Specification outline.

Task 6.2(b) QA/QC

The deliverables in this task will undergo Michael Baker's QA/QC process to ensure the project is consistent with the design intent, and with City, state, and federal standards. The QA manager will meet with the project manager and design lead and discuss comments and resolve outstanding issues. A QA/QC certification will be signed by the originator, the QC staff that reviewed the plans, and finally by the QA manager who ensures all comments that are received from the City and the QC staff are addressed and incorporated. A copy of the QC verification will be attached to the City's 35% plans and estimates submittal for the record.

Task 6.2 Deliverables:

- 35% Plans
- Preliminary Engineer's Estimate



- Outline of Specifications
- QA/QC Verifications

Task 6.3 – 65% Plans, Specifications, and Engineer’s Estimate

Task 6.3(a) 35% Comment Resolution

Michael Baker will develop a response to comments in a matrix format based on the City’s 35% comments, then meet with the City to resolve any outstanding items.

Task 6.3(b) Preparation of 65% Plans, Technical Specifications, and Engineer’s Estimate

Michael Baker will update the 35% plans to a 65% level of completion and to incorporate City and third-party 35% plans comments.

Michael Baker will update the quantity takeoffs and engineering estimates-based comments received from the City and Third-party, as well as any updates from the 65% plans.

Michael Baker will develop draft technical specifications, along with a bid schedule that corresponds with the work outlined in the 65% plans. They will also review the front-end documents to ensure that there are no conflicts between the Caltrans 2018 SSP’s and the City’s special provisions. It is assumed that the Boiler Plate front-end will be developed by City.

Task 6.3(c) QA/QC

The deliverables in this task will undergo Michael Baker’s QA/QC process to ensure the project is consistent with the design intent, and with City, state, and federal standards. The QA manager will meet with the project manager and design lead and discuss comments and resolve outstanding issues. A QA/QC certification will be signed by the originator, the QC staff that reviewed the plans, and finally by the QA manager who ensures all comments that are received from the City and the QC staff are addressed and incorporated. A copy of the QC verification will be attached to the City’s 65% plans and estimates submittal for the record.

Task 6.3 Deliverables:

- Responses to 35% Comments matrix
- 65% Plans and Engineer’s Estimate
- 65% Technical Specifications and Bid schedule

Task 6.4 – 100%/ Issue for Bid (IFB) Plans, Specifications, and Engineer’s Estimate

Task 6.4(a) 65% Comment Resolution

Michael Baker will develop a response to comments in a matrix format based on the City’s 65% comments, then meet with the City to resolve any outstanding items.

Task 6.4(b) Draft 100% Plans, Specifications, and Engineer’s Estimate

Michael Baker will update the 65% plans to a 100%/IFB level of completion and to incorporate City and third-party 65% plans comments.

Michael Baker will update the 65% SSP’s and engineer’s estimate to 100% SSP’s and engineer’s estimate, including a bid schedule with appropriate items.

Task 6.4(c) Final 100%/IFB Plans, Specifications, and Engineer’s Estimate

Michael Baker will update the Draft 100% plans, specifications, and estimate to an Issue for Bid level of completion and to incorporate City comments. A Final Bid Schedule will be included as part of this submittal.



Task 6.4(d) QA/QC

The deliverables in this task will undergo Michael Baker's QA/QC process to ensure the project is consistent with the design intent, and with City, state, and federal standards. The QA manager will meet with the project manager and design lead and discuss comments and resolve outstanding issues. A QA/QC certification will be signed by the originator, the QC staff that reviewed the plans, and finally by the QA manager who ensures all comments that are received from the City and the QC staff are addressed and incorporated. A copy of the QC verification will be attached to the City's 100% plans and estimates submittal for the record.

Task 6.4(e) Bidding Services

Michael Baker staff members will facilitate bid support by providing bidding services to the City of Turlock. The bidding services will include attending a pre-bid mandatory meeting in support of City Staff, responses to Requests for Information (RFI), and providing requested clarification through a City Construction Manager. This task will include bid review, bid analysis, recommendation to award, and bid tab preparation.

Task 6.4 Deliverables:

- Responses to 65% Comments
- Draft 100% Plans, Technical Specifications, and Engineers Estimate
- Final IFB Plans, Technical Specifications, Engineer's Estimate, and Bid Schedule
- QA/QC documentation
- Responses to RFI's

Task 7 – Design Services During Construction

Task 7.1 – Submittal Reviews, RFI Responses, and Other Technical Support

Michael Baker will provide written clarification and interpretation of the construction plans, design criteria, or design intent, in response to construction contractor requests for information (RFI). Written response will be provided within five working days of the request.

The design team will be on call during construction, to review shop drawings and help resolve technical issues. Services shall include attendance as needed in pre-construction meeting, construction progress meetings, special technical meetings, and issue resolution meetings. Up to three construction meetings are allowed for.

Michael Baker will assist the City in evaluating construction contractor-initiated changes to resolve field constructability issues, City-initiated change order requests based upon proposed design modifications, and construction contractor-initiated change order requests based upon design elements in the construction drawings and specifications. After each review, written recommendations will be provided. Revised plans and estimates will be prepared for approved major design modifications for the mutually agreed-upon extended services fee.

Task 7.2 – As Built Preparation

Michael Baker will prepare as-built drawings in AutoCAD format based on redline markups provided by the City and City standards.

Task 7 Deliverables:

- Submittal reviews
- RFI responses
- Revised plans and documentation as requested by the City
- As-builts (AutoCAD digital format)



Key Staff Resumes

Nabaz Saieed – Project Manager



Mr. Saieed has over 38 years of experience as an engineer focusing on civil design, including planning and design of transportation, local roadway, and public works projects. Throughout his career, he has developed a depth of design experience for significant transportation and infrastructure projects such as highway interchanges, railroad grade separations, arterial road improvements, temporary detour, and

traffic control plans, public work improvements, erosion control, permitting, pavement design, construction management, earthwork computation, and environmental issues. Mr. Saieed has served as Senior Project Manager and as a Quality Assurance Manager on highway and land development projects totaling close to \$3 billion (construction cost). His technical experience encompasses a wide variety of facilities, including local streets, highways, freeways, interchanges, rail, and land development. He has also directed contract negotiations, monitored consultant performance on project specific contracts and on-call contracts with multiple task orders, and spearheaded processes for managing project risks, costs, schedules, personnel, and communication efforts with key stakeholders.

Mr. Saieed has extensive experience with getting federal-aid projects started. He understands the federal environmental requirements required by numerous agencies throughout Northern California as well as the procedures for right-of-way acquisitions including the federal-aid process for project development, and design-to-construction and federal rules for contract administration and project completions. He has been instrumental in assisting agencies with obtaining Caltrans approval for E-76 Federal funding in compliance with the Local Assistance Procedures Manual (LAPM).

Years of Experience 38

Years with Baker 5

Education

BS, Civil and Structural Engineering, University of Wales, UK

Professional Affiliations

American Society of Civil Engineers

American Public Works Association

RELEVANT EXPERIENCE

2017 On-Call Engineering Services, Oakland, California. City of Oakland. PROJECT MANAGER. Provided design oversight, coordination with subs and third party. Attended meetings with City staff, resource allocations, budget and schedule managements. Delivered one of the projects on a very expedited schedule (approximately 8 weeks) to meet the City's goals to complete the construction by November 2019. Michael Baker provided design and engineering services for pavement repairs for the city of Oakland under a three-year on-call master services agreement. Under this agreement, Michael Baker performed pavement services (including design review and recommendations), pavement assessment training for city staff, supplemental topographic survey, curb-ramp design, parking-meter inventory, bus-pad design, revised signing and striping, updated cost estimates, wayfinding, ACTC coordination, pavement coring, and additional construction support for Telegraph Avenue between MacArthur Boulevard and 52nd Street.

- **Telegraph Avenue:** Oversaw pavement services (including design review and recommendations), pavement training, supplemental topographic survey, curb ramp design, parking meter inventory, bus pad design, revised signing and striping, updated cost estimates, wayfinding, ACTC coordination, pavement coring, and additional construction support for Telegraph Avenue between MacArthur Boulevard and 52nd Street.
- **Park Boulevard Corridor Pedestrian, Bicycle, and School Safety:** Responsible for budget, schedule and monthly progress report and invoicing, including project control. Michael Baker is providing engineering and community outreach services for pedestrian, bicycle, and safety improvements along Park Boulevard between Monterey Boulevard and Lakeshore Avenue. Park Boulevard is considered a high priority corridor for pedestrian and bicycling improvements. Safety is also a priority, as many students cross Park Boulevard to get to Glenview Elementary, Edna Brewer Middle School, Cleveland Elementary



School, and Bella Vista School. Michael Baker facilitated internal and public meetings, conduct a preliminary traffic circulation assessment, develop geometry and operational analysis of conceptual multi-modal design elements, and facilitate community follow-up meetings.

Pavement Management Plan Update. Napa County. PROJECT MANAGER. Served as single point of contact with the client. Coordinated between the team members, NAPA County staff, MTC, and other stakeholders. Provided updates and reporting of data collection progress periodically due to the schedule constraints. Prepared progress report, invoicing, and update schedule. Also responsible for peer review pavement rehab plans on behalf of the county. Provided comments at 65%, 95%, and 100% PS&E milestones.

Winchester Boulevard Resurfacing, Campbell, CA. City of Campbell. PROJECT MANAGER. Provided QA/QC and management services, which included coordinating the pavement assessment with City staff, Michael Baker pavement engineers, and subconsultants. Responsibilities also included ensuring that the schedule was met per City's goal and within the allocated budget.

Pavement Treatment Specifications, Oakland, CA. Port of Oakland. PRINCIPAL-IN-CHARGE. Coordinated with the client and ensured project was delivered per the Port of Oakland goals. Michael Baker assisted the Port's Facility Engineers in the development of a set of pavement preservation standards and specifications intended to be designed specifically to address the unique characteristics of the Port's infrastructure and environment. Due to the busy nature of the Port's cargo activity, the pavement infrastructure is subjected to extraordinary traffic conditions that consist almost entirely of tractor trailers traveling at low speeds, resulting in a significant impact on the pavement surface and substructure. Michael Baker's team conducted research with key pavement maintenance and management stakeholders from within the Port, from asphalt plants and general contractors, and from other seaports with common characteristics from outside the Bay Area that may be experiencing (or have experienced) similar circumstances.

I-580 Pavement Rehabilitation and Ramp Improvements. Caltrans District 6, San Joaquin County, CA. PROJECT TASK

MANAGER. Task Manager (Task 2 and 3) for preparing Projects Plans, Specification and Estimate. The project is located in San Joaquin County on I-580 from the I-580/SR-132 separation to Alameda County line. The project extended the service life of the pavement in both mainline and ramps by repairing areas of localized failure then placing a rubberized asphalt overlay to provide smoother riding pavement. Dike and metal guardrail were replaced or reconstructed to current standards. Existing rumble strips was replaced. Shoulder backing was placed to match the new edge of pavement. Additional design included the items listed at the three locations along the Corridor including:

- **Route 580-PM L0.1/5.0 (Location 1):** Crack, seat, and overlaid the existing traveled way as well as widened the inside shoulders in both directions to 5 feet. Outside shoulders were overlaid with hot mix asphalt. Existing shoulder rumble strips were replaced. Existing asphalt dikes and metal beam guardrail were replaced or reconstructed to current standards. Shoulder backing placed to match the new edge of pavement. ITS elements were placed within these limits including two Changeable Message signs (CMS), four Traffic Monitoring Stations (TMS), and three Closed Circuit Television (CCTV) systems.
- **Route 580-PM 5.0/15.3 (Location 2):** This location extended the service life of the pavement in both mainline and ramps by repairing areas of localized failure then placing a rubberized asphalt overlay to provide smoother riding pavement. Dike and metal guardrail were replaced or reconstructed to current standards. Existing rumble strips were also replaced. Shoulder backing was placed to match the new edge of pavement. ITS elements were placed within these limits including two CMS, ten TMS, five CCTV systems, and two Remote Weather Information Systems (RWIS).
- **Route 132-PM 0.0/0.45 (Location 3):** Repaved portions of the eastbound on-ramp shoulder area to a full depth structural section, restriped the edge of traveled way, and repaired existing metal beam guardrail on the northeast corner to meet current STAA vehicle turn radius requirements. It is also increased the truck turn radii at the northwest corner of the eastbound off-ramp intersection by paving the existing dirt area to meet current STAA truck turn radius requirements.



Jim Porter, PE – Principle-in-Charge / QA QC



Jim brings more than 30 years of professional engineering experience, including 20 years at the Senior Executive level. He has overseen and performed a wide array of design, construction, construction administration, operations and maintenance services involving transportation systems, buildings, general aviation airports, flood control and stormwater management, sewer collection, water distribution, lighting districts, parks, solid waste and recycling program

management, energy conservation programs and environmental stewardship.

RELEVANT EXPERIENCE

San Mateo County Annual Street Resurfacing Program. DIRECTOR OF PUBLIC WORKS.

Mr. Porter oversaw the development, design, and construction management of the County's Annual Street Resurfacing Program. The work included identifying candidate street segments using StreetSaver software, developing construction contract documents, advertising and awarding the contract, and performing construction management services. Pavement rehabilitation strategies included slurry seals, cape seals, chip seals, grind and overlay, and full reconstruction. Pavement rehabilitation strategies varied depending on whether the roads were near the more rural Pacific Ocean side of the County or on the more urban BSF Bay side. Annual contract amounts varied based on available funding and averaged between \$3 million and \$10 million per year.

Middlefield Road Complete Streets and Utility Undergrounding – Unincorporated Redwood City, CA (2013-2021). DIRECTOR OF PUBLIC WORKS. This project was designed to convert a one-mile section of Middlefield Road from a four-lane roadway with diagonal parking into a multimodal corridor by reducing the four travel lanes to a two lane configuration with a center two-way turn lane, bicycle lanes in both directions, wider sidewalks to accommodate benches and trees, inclusion of green stormwater handling infrastructure and parallel. Additionally, all overhead utilities were undergrounded through a Rule 20A process and water and sewer mains were replaced prior to paving. The project was successful in slowing vehicle speeds and encouraging pedestrian and bicycle use on the street. A separate project that was performed in advance of the street improvement work included the construction a 65-stall parking lot on an adjacent parcel to make up for the lost parking when on-street parking was reconfigured.

Scenic Drive Landslide Repairs - La Honda, CA. DIRECTOR OF PUBLIC WORKS. During the 2017 winter storm season, a significant landslide occurred in La Honda that destroyed 1000 feet of roadway, rendered three homes uninhabitable, and threatened to undermine a fourth home. Scenic Drive provides one of the only two access into and out of the upper Cuesta La Honda community and needed to be repaired quickly to provide reliable emergency access to the community. Mr Porter, working with CalOES and FEMA secured grant funds to demolish the three unstable homes, install a series of underground stitch-pier retaining walls to stabilize the site, and reconstruct the roadway along its original alignment. The roadway was reconstructed using multiple layer of geotextiles to further strengthen the subbase layers and a traditional roadway section as placed using aggregate base and asphalt concrete.

San Mateo County, Crystal Springs Dam Bridge Replacement - Hillsborough, CA. DIRECTOR OF PUBLIC WORKS. Oversaw the design and construction of a bridge replacement that sits on a concrete gravity dam owned by the San Francisco Public Utilities Commission (SFPUC). The original bridge was demolished to allow SFPUC to raise the parapet wall on the inboard side of the dam seven feet to allow additional storage capacity in their reservoir. Following SFPUC's work, a new bridge was constructed at a higher elevation to clear the parapet wall and remove sharp horizontal curves on the bridge. A multi-use pedestrian/bike/equestrian trail was added to the bridge to improve recreational access to the watershed.

Years of Experience 34

Years with Baker 1

Education

BS, Civil Engineering, University of Washington, WA

Master of Public Administration (MPA) San Francisco State University, CA

Licenses/Certifications

Professional Engineer, California #48056

Professional Affiliations

American Society of Civil Engineers

American Public Works Association



Vahid Ganji, PhD, PE (NY) – Senior Pavement Engineer



Dr. Ganji has over 26 years of experience in pavement evaluation, rehabilitation, and design, as well as new technologies in pavement rehabilitation, specialty mixes, and pavement management systems. His certifications include StreetSaver, NCAT, asphalt mix design, mechanistic-empirical pavement design, and NHI in-place pavement recycling techniques such as Full-Depth Reclamation (FDR).

He also has extensive experience in nondestructive testing of pavements such as Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) for cost-effective pavement evaluation and design. Dr. Ganji has published numerous papers in peer-reviewed journals. His recent projects in California include training City of Oakland's pavement engineers on how to classify pavement distresses and develop viable pavement rehabilitation methodologies, as well as a review of various pavement designs for City of Campbell and updating Pavement Management Plan (PMP) for Napa County.

RELEVANT EXPERIENCE

Pavement Inventory and Pavement Management System Implementation. Napa County.

PAVEMENT SPECIALIST. Responsible for leading pavement management system using StreetSaver. Led the pavement distress survey for approximately 417 centerline miles of Napa County roadways (38 miles of arterials, 110 miles of collectors, 263 miles of residential, 6 miles of urban local, and 4 miles of bike paths), performed PCI calculations and updating StreetSaver database entry, re-evaluated Measure T/SB1 5-year plan, developed Measure T/SB1 6 to 10-year plan, and prepared the PMP and the biennial documents that are required to submit to MTC for the certification of PMP.

Telegraph Avenue. City of Oakland. PAVEMENT SPECIALIST. Responsible for pavement services (including design review and recommendations), pavement training, supplemental topographic survey, curb ramp design, parking meter inventory, bus pad design, revised signing and striping, updated cost estimates, wayfinding, ACTC coordination, pavement coring, and additional construction support for Telegraph Avenue between MacArthur Boulevard and 52nd Street. The major improvements on Telegraph Avenue between 42nd and 52nd streets consisted of improving intersection design, pavement reconstruction, installing crosswalk enhancements, bulb-outs, median refuges, and ADA curb ramps and Rectangular Rapid Flashing Beacons (RRFBs), and a road diet with bicycle lanes.

Pavement Inventory and Pavement Management System Implementation. City of Indio. PROJECT ENGINEER. Responsible for leading pavement management system implementation using StreetSaver. Led the pavement distress survey for approximately 417 centerline miles of Napa County roadways. Performed PCI calculations and updated StreetSaver database entry, re-evaluated Measure T/SB1 5-year plan, developed Measure T/SB1 6 to 10-year plan, and prepared the PMP and the biennial documents that the County is required to submit to MTC for the certification of PMP.

Pavement Inventory and Management. Delaware Valley Regional Planning Commission. PROJECT MANAGER. Responsible for developing a pavement management system for the city using LCMS data. Tasks included a roadway inventory, pavement surface and asset data collection, pavement data processing, report preparation, and implementing and deploying the PAVER pavement management system.

Years of Experience 26

Years with Baker 15

Education

Ph.D., Geotechnical /Pavement Engineering, Rutgers University

M.S., Geotechnical/Pavement Engineering, Rutgers University

M.S., Hydraulics & Structures, Sharif University of Technology

B.S., Civil Engineering, Ferdowsi University

Licenses/Certifications

Professional Engineer, New York, 94156

Manual and Automated Pavement Rater Certification, StreetSaver, 2018

Pavement Condition Index Assessment Certificate, MTC 2018

HMA Plant Technologist Superpave Level 1 and 2, NJSAT 2018

HMA Construction Technologist, NJSAT 2018

NCAT Pavement Profiler Certification, 2018

Mechanistic-Empirical Pavement Design, Rutgers University, 2018

NHI In-Place Pavement Recycling, FHWA 2015

Testing of Soil, Aggregate, Concrete and Hot Bituminous Surface Materials, New Jersey, 2013



Kevin Oaks, PE – Senior Project Engineer/ Civil Design



Mr. Oaks is a senior civil engineer with over 20 years of experience on transportation projects involving local roadway design, highway widenings, pavement rehabilitation, and complete streets projects. His experience includes the preparation of plans and specifications from the early stages of design leading up to construction. He has extensive experience using AASHTO, the Caltrans Highway Design Manual, and local agency standards to develop roadway and pathway geometrics.

He has also provided utility layout and design on projects including potable water networks, sanitary sewer, and storm drain facilities. He has extensive experience with local storm water quality requirements and has designed temporary and post construction BMPs in compliance with the CGP and SF Bay Water Resources Control Board Municipal NPDES permit.

Years of Experience 21

Years with Baker 2

Education

BS, Civil Engineering, Clemson University, SC

Licenses/Certifications

Professional Engineer, California #70106

Professional Engineer, Virginia #43941

Qualified Storm Water Pollution Plan Developer/Practitioner (QSD/P) CASQA #00982

RELEVANT EXPERIENCE

On-Call Agreement, City of Oakland, Oakland, CA. SENIOR CIVIL ENGINEER. Responsible for overseeing the design and development of construction drawings on tasks including curb ramp upgrades, bike and ped improvements, and signing and striping plans. Provided design services during construction and developed and engineering supplemental information (ESIs) for the City of Oakland.

I-405 Widening and Express Toll Lanes, Renton, King County, WA. SENIOR CIVIL ENGINEER. Responsible for reviewing temporary roadway alignments for maintenance of traffic plans. Updated temporary roadway alignments using inroads and Microstation. Michael Baker is part of a team providing design services for an 11-mile segment of the I-405 Widening and Express Toll Lanes Project, which included the creation of a two-lane express toll lane system and the addition of a general-purpose lane in each direction. As part of the project, Michael Baker is performing highway design, structural design, design management, maintenance and protection of traffic management, drainage and stormwater design, and scheduling.

San Joaquin County, McHenry Avenue Corridor Improvements, San Joaquin, CA. CIVIL ENGINEER. Responsible for developing plans specifications and estimates for the widening of McHenry Avenue to accommodate a two-way center left-turn lane and to improve the McHenry Avenue/River road intersection. The McHenry Avenue/River road intersection is located at the approach to the Stanislaus River bridge which was replaced with a new bridge widened to 78.5ft. Intersection improvements were made to accommodate the new bridge width and to improve turning movements for trucks. The project also replaced the South San Joaquin irrigation district bridge. Coordination was made with bridge engineers to provide plan and profiles, signing and striping, and construction staging plans for replacement of the two structures.

Alameda County Congestion Management Agency, I-880 Northbound Safety Improvements, Oakland, California. PROJECT ENGINEER. Responsible for preparation of a project study report and a project report, Caltrans fact sheets, and preliminary cost estimates for interchange safety improvements and bridge replacement of two local roads crossing I-880. Constrained space and limited real estate made it challenging to accommodate standard roadway geometry for these two interchanges. Several design alternatives were prepared to improve existing unsafe hook ramp configurations for the interchanges at 29th Avenue and 23rd Avenue. A preferred alternative, which was safe and within budget, was further developed from a project study report into a project report for Caltrans review.

California American Water, Transmission Mains for Monterey Peninsula Water Supply Project – Intersection Improvements, City of Seaside, California. PROJECT ENGINEER As project engineer, responsible for development of plans specifications and estimates for intersection reconfigurations to support the installation of a water transmission main. Intersections were upgraded for compliance with the latest ADA standards where practicable. An exception to accessibility design standards report was provided where existing nonstandard features were structurally impracticable due to the terrain and space constraints.



Sofia Landis, PE – Senior Project Engineer



Ms. Landis is a senior civil engineer responsible for interdisciplinary coordination and the preparation of plans, specifications, and engineering estimates. Her experience includes a multitude of project stages, including preliminary design and environmental clearance, alternative analysis, preparation of bridging documents for procurement of design-build team, detailed PS&E design, and design services during construction. She has worked on a large variety of transportation

projects for multiple agencies in California on elements including, highway, ROW, bridge, and general civil, and she has a broad understanding of project planning, design, and implementation.

RELEVANT EXPERIENCE

On-Call Agreement, City of Oakland, Oakland, CA. QA/QC. Responsible for quality control and back check of plans, specifications and estimate for the City of Oakland On-Call task including pavement services (including design review and recommendations), supplemental topographic survey, curb ramp design, parking meter inventory, bus pad design, revised signing and striping, updated cost estimates, wayfinding, ACTC coordination, pavement coring, and additional construction support for Telegraph Avenue between MacArthur Boulevard and 52nd Street. Provided design services during construction and developed and engineering supplemental information (ESIs) for the City of Oakland.

Arastradero Road Storm Damage Improvements, Palo Alto, California. Santa Clara County. DEPUTY PROJECT MANAGER AND PROJECT ENGINEER. Responsible for preparation of the plans, specifications, and engineer's estimate of the road repair and new stabilization system, including a soldier pile wall and bank protection. Project addresses the failure of Arastradero Road, which was damaged due to erosion of the road foundation during the winter rain season. The permanent design included a 100-ft long secant type soldier pile wall, bank stabilization and restoration, and roadway improvements. The team investigated the issues; collected survey data; and provided geotechnical investigation, CEQA documentation, obtained regularity permits and preformed structural, hydraulic, and roadway design to construct the temporary repair prior to the winter rain beginning in November 2017.

Bay Corridor Transmission and Distribution Project, San Francisco, California. San Francisco Public Utilities Commission. DEPUTY PROJECT MANAGER Planning and engineering services for the development of a new 34.5 kV electrical distribution system along the Mission Bay corridor (just south of the Giants AT&T park) and a 115/230 kV electrical interconnection to PG&E's Potrero Substation. Assisted in development of program budget and analyzed various program alternatives and subsequent program phases. Performed program wide cost-benefit evaluation of various duct bank and cable alignment alternatives, developed preliminary program schedule, and developed system design criteria and contract bid documents to procure a design-build team to construct the first phase of the program.

Caltrain Modernization (CalMod) Program, San Mateo, California. Peninsula Corridor Joint Powers Board. PROJECT MANAGER. Supported the owners representative team on Caltrain's Design-Build Peninsula Corridor Electrification Project (PCEP). Project responsibilities include management of the right-of-way engineering services to prepare final right-of-way plans of the entire 52 mile Caltrain corridor and development of appraisal maps, plats, and legal descriptions for the required right-of-way acquisitions needed to accommodate the proposed OCS poles and foundations, and adjacent electrical substations and paralleling stations. The PCEP is a key component of the CalMod Program and consists of converting Caltrain from diesel-hauled to Electric Multiple Unit (EMU) trains. The project includes installation of an overhead contact system (OCS) to connect electric trains to the electricity source and supporting infrastructure (electrical substations, switching station, and paralleling stations).

Years of Experience 13

Years with Baker 3

Education

BS, Civil Engineering, Cal Poly State University, San Luis Obispo, CA

Licenses/Certifications

Professional Engineer, California #80000

Professional Affiliations

WTS International, Sacramento Chapter

American Public Works Association



Aaron Morris – Senior Lidar Analyst



Our dedicated Lidar team will be led by Aaron Morris, GISP and will address the important task of LCMS data collection. Aaron has more than 24 years of experience in GIT and GIS and leads the national Michael Baker's data collection center. As the Director of Mobile LiDAR Operations during the programs' initial 4 years, Mr. Morris incubated Michael Baker's Mobile LiDAR Division from inception, to the nation's leading service provider. In addition to managing project logistics nationwide, he also

provides national leadership for Michael Baker's GeoLink® GPS Software Engineering Departments; is on the national Board of Directors for MAPPs; and provides primary technical consulting expertise on various Geospatial and LiDAR projects for local, state, and federal governments.

RELEVANT EXPERIENCE

I-10 Corridor Express Lanes Project, San Bernardino County, California. Lane-Security Paving Joint Venture. LiDAR MANAGER. Responsible for program management and oversight of all Mobile LiDAR activities (collection, processing, quality assurance, and product delivery). Michael Baker provided design and engineering services as the lead designer on the Interstate 10 Corridor Express Lanes project. This design-build project aims to reduce traffic congestion, increase throughput, and enhance regional mobility. Michael Baker performed roadway design, structural engineering, drainage, and maintenance of traffic, as well as intelligent transportation systems services, tolling design, signals, lighting, landscape architecture, and survey activities for the entire corridor.

I-15 Corridor Express Lanes Project, San Bernardino County, California. Lane-Security Paving Joint Venture. LiDAR MANAGER. Responsible for program management and oversight of all Mobile LiDAR activities (collection, processing, quality assurance, and product delivery). Michael Baker is providing design and engineering services as the lead designer on the Interstate 15 Corridor Express Lanes project. This design-build project aims to reduce traffic congestion, increase throughput, and enhance regional mobility. As part of the project, Michael Baker will perform roadway design, structural engineering, drainage, and maintenance of traffic for two of the four design segments, as well as intelligent transportation systems services, tolling design, signals, lighting, landscape architecture, and survey activities for the entire corridor.

5G Fiber Design-Build, California, Illinois, North Carolina, Various National Telecommunications Providers. LiDAR MANAGER. As a consultant to several for the nation's largest Telecommunications providers and part of our national One Touch Make Ready (OTMR) program, Michael Baker performed several simultaneous Mobile LiDAR collection projects within four (4) metropolitan markets within California, Illinois, and North Carolina. Over the course of six (6) months, Michael Baker's LiDAR team captured ~8,000 miles of Mobile LiDAR data throughout Charlotte, Chicago, San Diego, and the San Francisco Bay Area – with 4,000 miles of the collection occurring in California alone. In aggregate for all Mobile LiDAR collections, the team was able to complete all collections in less than six (6) months from notice to proceed. Following field collections, the team processed all LiDAR and spherical imagery and hosted the data on a secure web portal accessible to the client and design engineers located worldwide.

Traffic Signal Asset Management System, Statewide, Pennsylvania. Pennsylvania Department of Transportation, Central Office. LiDAR MANAGER. Responsible for management, supervision, and quality assurance of all data collection activities for the capture of Mobile LiDAR data and imagery. Performed LiDAR processing and imagery calibration. Michael Baker led the management, data collection, data extraction, and coordination for the Traffic Signal Asset Management System in Pennsylvania. To accomplish this project, two to three of Michael Baker's fleet of mobile LiDAR systems were simultaneously leveraged to shorten the collection cycle to a mere six months. Throughout the 180 days of collection, Michael Baker traveled more than 82,000 miles in the commonwealth. The Mobile LiDAR teams captured 13,600 signalized intersections and captured an astounding 18,000 miles of LiDAR data and extracted 26.5 million features. The 131 terabytes of collected data will support future planning, design, maintenance, and operation decision-making by accurately evaluating equipment, life cycles, budgets, and other factors.

Years of Experience 24

Years with Baker 24

Education

Master's Certificate, 2008,
Project Management, University
of Pittsburgh

B.S., 1995, Geography and
Urban Planning, Frostburg State
University

Licenses/Certifications

Certified GIS Professional
#59772



GLADYS CORNELL, Principal & Strategic Lead is a facilitation and community engagement specialist with more than 30 years of experience providing public engagement, media relations, and strategic communications services with an emphasis on transportation infrastructure plans and projects. Gladys has served successfully as the public outreach project manager for multiple complex transportation projects in the Northern California that require an understanding of technical, fiscal and community issues and the ability to create a space for constructive dialogue.

REPRESENTATIVE PROJECT EXPERIENCE

PCTPA, I-80/SR65 Interchange Improvements Construction Management

AIM is providing public information services for PCTPA’s Interstate 80 / Highway 65 Interchange Improvements construction project. The first phase of the project will provide a third lane on northbound Highway 65 from Interstate 80 to Pleasant Grove Boulevard and improvements to the Galleria Boulevard / Stanford Ranch Road interchange. Gladys developed and implement a public information campaign to keep the community informed about this substantial infrastructure project that serves as a thoroughfare in south Placer County. Gladys managed the website revamp at the beginning of the project before the start of construction and is reviewing regular website and social media updates, as well as quarterly comprehensive project updates. Gladys worked with local media outlets and handles all media relations about the project and its greater implications for economic development and quality of life in the Placer region. Other AIM responsibilities include coordination with the Caltrans PIO on upcoming construction activities including traffic detours and bike route detours, as well as informing local jurisdictions’ PIOs and local electeds of project construction status and reached milestones.

General Plan Update and Climate Action Plan, City of Sacramento (March 2019 – Present)

Gladys is serving as the Outreach Manager for the General Plan Update and Climate Action Plan. In that role she oversees the development and implementation of the Public Participation Plan and all of the outreach strategies for the plan development. She has facilitated several interest-based focus group meetings, spearheaded the youth engagement program, oversaw the citywide workshops and all public outreach communications.

San Joaquin County, McHenry Avenue Corridor Improvements Project

AIM Consulting, Inc. served as the public outreach and information consultant for construction management on the McHenry Avenue Corridor Improvements Project, which replaced two bridges and made improvements to the corridor. Gladys developed and implemented a robust community outreach and public information program to inform the local and regional community about the project, answer questions about upcoming construction activities, and provide updates throughout the 3-year project. Gladys provided outreach management and strategic counsel for the facilitation of a pre-construction open house and development of a project website. Gladys also to managed social media updates, project update newsletters, and media relations.

PROFESSIONAL EXPERIENCE

AIM Consulting, Inc.
Principal
2005 – Present

Kleinfelder, Inc.
Vice President of
Corporate
Communication and
Marketing
1992 – 2005

CRSS Constructors, Inc.
Public Affairs and
Communications
1989 – 1992

Boyle Engineering
Corporation
Public Information
1988 – 1989

EDUCATION

Bachelor of Arts,
Journalism
California State
University, Sacramento

PROFESSIONAL ORGANIZATIONS

Urban Land Institute

International
Association of Public
Participation (IAP2)



2523 J Street #202
Sacramento, CA 95816
916.412.1168



Shawn Leyva, PE

Project Manager



Shawn is a graduate of the University of the Pacific and holds both a Bachelor and Master's degree, with a concentration in geotechnical and environmental engineering. He has experience planning, coordinating and managing geotechnical field explorations and has provided Construction Testing and Observation services during construction. Shawn has served as a Project Manager for bridge investigations, roadway/pavement reconstruction projects, pipelines, and water/wastewater treatment facilities.

EDUCATION

University of the Pacific
B.S. Civil Engineering, 2014
M.S. Civil Engineering, 2014

REGISTRATIONS

Civil Engineer, CA C86818

ORGANIZATIONS

- American Society of Civil Engineers
- American Public Works Association
- Geoprofessional Business Association

EXPERIENCE

At Crawford: 7 years
Total: 7 years

LOCATION

Sacramento, CA

REPRESENTATIVE PROJECTS

Claribel Road and Roselle Avenue Intersection Project, Stanislaus County, CA

The purpose of the project is to increase the safety, operational conditions and improve air quality and will likely include improvements, including a traffic signal at the intersection, expand county right-of-way along each approach and dedicated turns lanes, new pavement sections and pavement rehabilitation, above ground utility realignments, and storm drainage improvements. Shawn prepared a Geotechnical Design Report, which included analyzing subsurface and surface conditions by collecting soil and subgrade samples for laboratory testing; and determined the condition of existing pavement by walking the roadway segments. Provided pavement recommendations, which included overlay options, full depth recycle recommendations, and new pavement sections for areas that required removal and replacement of asphalt. Also determined infiltration rates and soil corrosivity and provided recommendations for grading and earthwork.

Ninth Street Pavement Rehabilitation, Stanislaus County, CA

Senior Engineer for a Draft Pavement Design Report for approx. 113,000 square feet of pavement rehabilitation. CAInc cored existing pavement condition and provided core data and field observations to provide a summary of existing pavement conditions. Recommendations include-mill and overlay; full depth reclamation (FDR); FDR/Cold Central Plant Recycle (CCPR); new/traditional pavement sections; reduced traffic index; cold in-place recycle (CIR); and reduced TI overlay.

Carpenter Road Pavement Rehabilitation Review, Modesto, Stanislaus County, CA

Shawn reviewed documents prepared by the City of Modesto, project engineer, and a geotechnical letter provided to the city. Performed calculations to determine existing traffic index and provided recommendations to improve the pavement to meet the City's desired traffic index.

Granger Neighborhood Pavement Rehabilitation, Modesto, Stanislaus County, CA

Senior Engineer. Prepared a Draft Pavement Data Memo to provide subsurface data and existing conditions. Completed pavement coring and R-value testing at 28 locations along 10 streets to measure existing asphalt concrete and aggregate base section thicknesses.

W. Main Street Bike/Ped Mobility & Safety Improvement Project, Woodland, Yolo County, CA

The project will improve an estimated pavement area of 320,000 sq. ft. along W. Main Street and includes pavement rehabilitation, new bicycle lanes, narrower travel lanes, construction of curb, gutter and sidewalks, ADA ramp improvements, and traffic signal modifications. Crawford prepared a Pavement Design Report to outline available rehabilitation options. To prepare the report, Crawford cored, sampled, and performed R-value testing on subgrade samples; reviewed existing pavement condition; and provided current traffic indexes based on core results. Provided various options for pavement, including Full Depth Reclamation (FDR), FDR Without Shallow Utilities, FDR With Shallow Utilities, FDR/Cold Central Plant Recycle, New/traditional Pavement Sections, Full Depth HMA Pavement Sections, and Reflective cracking mitigation. Ultimately, FDR with shallow utilities option was chosen. Crawford provided cement percentages for the FDR mix design to achieve the desired unconfined compressive strength.



ATTACHMENT 1 – Asset Inventory for 15 Streets

Summary of Asset Inventory

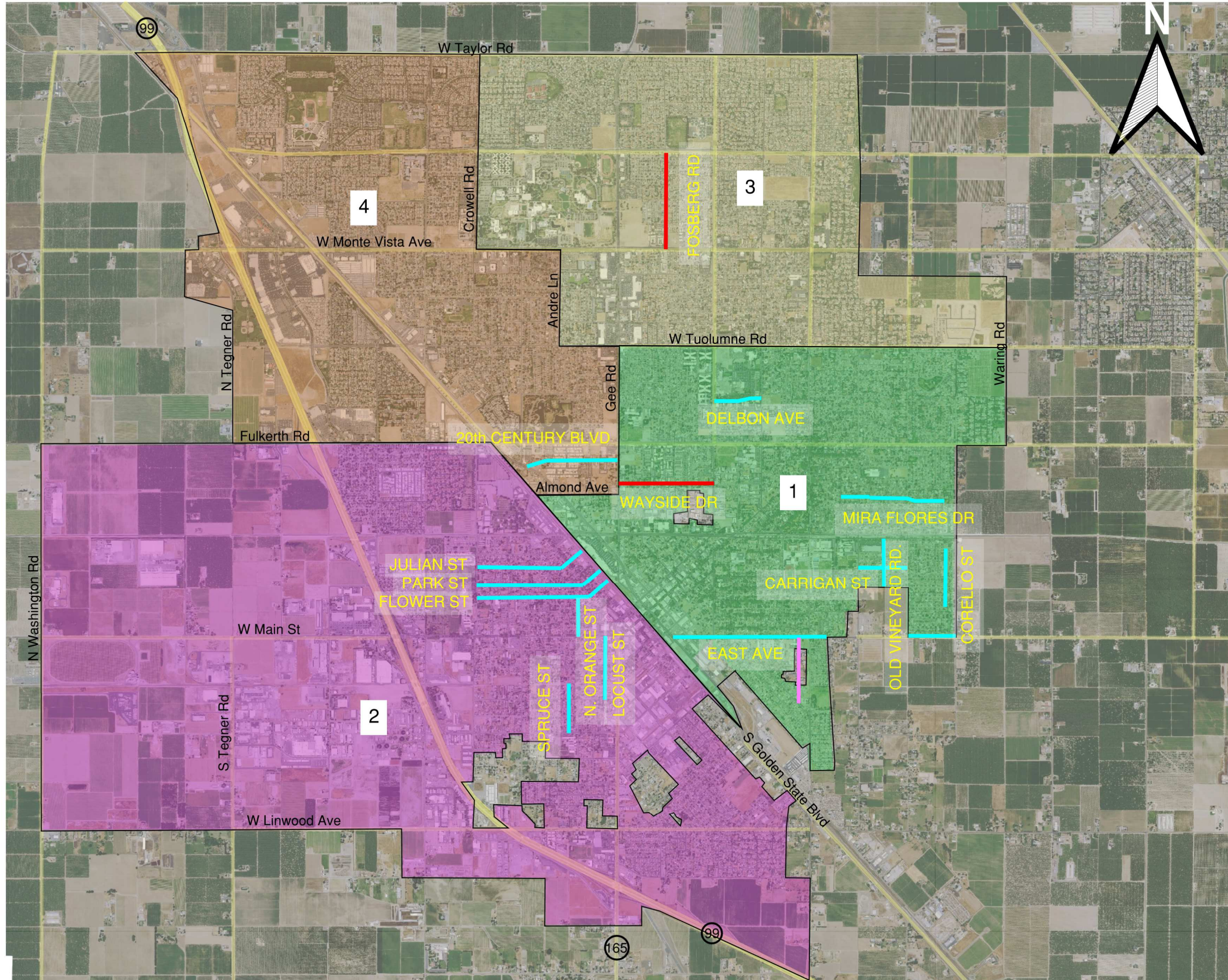
Street ID	Street Name	Street Length (LF)	Locations per Street			
			Protect Existing Concrete In-Place	Concrete Work Required	Significant Coordination Required	Coordinate Design Variance
PACKAGE 1 (13 Streets)						
1	Delbon Avenue	1,296	Total 10	Total 3	Total 0	Total 0
2	East Avenue	5,967	Total 31	Total 20	Total 0	Total 0
3	Flower Street	3,693	Total 18	Total 11	Total 0	Total 1
4	Locust Street	1,709	Total 12	Total 7	Total 4	Total 0
5	Mira Flores Drive	2,849	Total 24	Total 2	Total 0	Total 0
6	N Orange Street	1,053	Total 8	Total 7	Total 0	Total 0
7	Old Vineyard Road	1,312	Total 10	Total 8	Total 0	Total 0
8	Park Street	3,445	Total 11	Total 5	Total 1	Total 0
9	Spruce Street	1,818	Total 10	Total 7	Total 2	Total 0
10	20th Century Boulevard	2,617	Total 8	Total 3	Total 0	Total 0
11	Carrigan Street	1,318	Total 6	Total 2	Total 0	Total 0
12	Corello Street	1,608	Total 4	Total 3	Total 0	Total 0
13	Julian Street	2,981	Total 10	Total 1	Total 0	Total 0
PACKAGE 2 (Streets Identified for Reconstruction)						
14	Wayside Drive	3,251	Total 0	Total 0	Total 23	Total 0
15	Fosberg Road	2,677	Total 0	Total 0	Total 13	Total 0
TOTAL Locations			162	79	43	1

Package 1: The items for Package 1 include elements that do not require extensive utility research and coordination, which will allow for an expedited development of plans and specifications and will facilitate the contractor to begin as early as summer 2022. Until more information is gathered, it has been assumed that this will consist of streets that only require grind and AC overlay, and none that will require complete reconstruction. This package will also include improvements and reconstruction that does not require right-of-way acquisitions, including field-fit construction of new ADA ramps and replacement/installation of truncated domes on existing ADA ramps, reconstruction of curbs, sidewalks, or driveways, removal of trees, reconstruction of drainage inlets, and coordination with utilities. The repaving of 13 streets (all except Wayside and Fosberg) would be included in this package.

Package 2: This package includes roads that are assumed to require complete reconstruction, which involves removal and replacement of the entire roadway section. This process will include extensive utility design and coordination, as well as detailed pavement design. In addition to the complete roadway reconstruction, this package will involve any design elements that take longer to evaluate, such as coordination with railroads, relocation of utilities, or extensive street reconfiguration. This is currently assumed to be Wayside Drive and Fosberg Road as listed above.

Citywide Street Rehabilitation and Improvement Project for the City of Turlock

15 Streets Pavement Rehabilitations Design



- 15 SELECTED STREETS**
1. Delbon Ave – District No. 1
 2. East Ave – District No. 1
 3. Flower St. – District No. 2
 4. Locust St – District No. 2
 5. Mira Flores – District No. 1
 6. N Orange St – District No. 2
 7. Old Vineyard – District No. 1
 8. Park Street – District No. 2
 9. Spruce Street – District No. 2
 10. 20Th Century Blvd - District 4
 11. Carrigan St – District No. 1
 12. Corello St – District No. 1
 13. Julian St – District No. 2
 14. Wayside Drive – District 1 and a section boundaries a county island.
 15. Fosberg Rd. – District No. 3

Legend

- District 1
- District 2
- District 3
- District 4

Street 1 - Delbon Avenue (Package 1)

CITY OF TURLOCK - ASSET INVENTORY						
Street: Delbon Street Length: 1,296LF						District: No. 1
ID	Cross Street or Address	Location	Item	Existing Condition	Action	Notes / Comments
1	N. Olive Ave.	Intersection	Traffic Signal	Existing Signal with Traffic Loops	Protect, Replace Loops	
2	N. Olive Ave.	Intersection	Two (2) Street Lights	Na	Na	Street Lights at Olive / Colorado Ave
3	N. Olive Ave.	All Corners	Three (3) Curb Ramps	Recently Constructed	Protect in Place	Appears ADA compliant with DWS
4	Emanuel Entrance - 1	NE and NW	Two (2) Curb Ramps	Dated Ramps in good condition	No Action - Outside limits of overlay	Pavment overlay stops at concrete valley gutter. Ramps within entrance.
5	Emanuel Entrance - 2	Na	Midblock Crosswalk	Signing and Striping out of Date per MUTCD	Restripe and sign midblock Crosswalk	Access to bus stop
6	Emanuel Entrance - 2	NE, NW, SW	Three (3) Curb Ramps at Driveway and Crosswalk	Dated Ramps in good condition. Appear Noncompliant	Replace Curb Ramps	Update for ADA compliance
7	Emanuel Entrance - 3	NE and NW	Two (2) Curb Ramps	Dated Ramps in good condition. Appear Noncompliant	No Action - Outside limits of overlay	Pavment overlay stops at concrete valley gutter. Ramps within entrance.
8	Emanuel Entrance - 4	NE and NW	Two (2) Curb Ramps	Noncompliant Ramps	No Action - Outside limits of overlay	Pavment overlay stops at concrete valley gutter. Ramps within entrance.
9	1100 Delbon St.	South side of Delbon	Driveway Apron	Damaged and in poor condition	Replace	Recommend replacement based on condition. Modified detail for ADA compliance
10	Colorado Ave	NW, SW	Two (2) Curb Ramps at intersection	Noncompliant Ramps	Replace Curb Ramps	Replace with detailed or field fit ramps. One Case B (SW) and One Case C (NW)
11	Colorado Ave	SE	One (1) Curb Ramp at intersection	Noncompliant Ramps	No Action - Outside limits of overlay	Overlay conforms at end of curb returns before Colorado Ave.
12	Na	All	Street Lights	None		None Spotted along street.
13	Colorado Ave	Intersection	One (1) Street Light	Na	Na	Street Light at Delbon / Colorado Ave
Abbreviations				Legend		
DWS	Detectable Warning Surface			Total 10	Protect Existing Concrete In-Place	
Na	Not Applicable			Total 3	Concrete Work Necessary	
NE	North East			Total 0	Significant Coordination Necessary	
TBD	To be determined			Total 0	Coordinate Design Variance	

Street 2 - East Avenue (Package 1)

CITY OF TURLOCK - ASSET INVENTORY						
Street: East Avenue Length: 5,967LF						District: No. 1
ID	Cross Street or Address	Location	Item	Existing Condition	Action	Notes / Comments
1	N Daubenberger	SW	Posted Stop Sign	N/A	Protect in Place	
2	N Daubenberger	NW	Curb Ramp	Dated Ramps in good condition. Appear Noncompliant	No Action - Outside limits of overlay	No sidewalks and crosswalks at intersection. Ramps are on N. Daubenberger and Limits of overlay are not within area of ramp.
4	Benjamin Way	East Ave EB	Posted Speed Limit	N/A	N/A	45 mph; sign is posted for WB traffic
5	Benjamin Way	NE and NW	Two (2) Curb Ramps	Dated Ramps in good condition	No Action - Outside limits of overlay	Ramps are on Benjamin way and Limits of overlay are not within area of ramp
6	Benjamin Way	East Ave EB	Posted Stop sign ahead	N/A	Protect in Place	
7	N Quincy Rd	East Ave EB	Right Shoulder	Damaged and in poor condition	Replace	Recommend replacement based on condition
8	N Quincy Rd	NE	Curb Ramp	Dated Ramp in good condition. Appear Noncompliant	No Action - Outside limits of overlay	No sidewalks and crosswalks at intersection. Ramps are on N Quincy Rd and Limits of overlay are not within area of ramp.
9	Oleander	SW & SE	Two (2) Curb Ramps	Dated Ramps in good condition. Appear Noncompliant	No Action - Outside limits of overlay	No crosswalks at intersection. Ramps are on Oleander Ln and Limits of overlay are not within area of ramp.
10	Oleander	SE	Drainage Inlet	No Drainage Inlet provided	N/A	Verify Drainage Patterns
11	N Berkeley Ave	NW & NE	Curbs	Curb Returns are in good positions No ramp constructed	No Action - Outside limits of overlay	There are no curb ramp for the crosswalks
12	N Berkeley Ave	SE	Curb Ramp	Dated Ramp in good condition. Appear Noncompliant	Replace Curb Ramp	Update for ADA compliance
13	N Berkeley Ave	SW	Curb Ramps	Dated Ramps in poor condition. Appear Noncompliant. Missing Curb, Gutter, Sidewalk.	Replace Curb Ramp and add curb, gutter, sidewalk up to Bothun	Update for ADA compliance
14	N Berkeley Ave	East Ave WB	Posted Stop Sign	N/A	Protect in Place	Update Sop Bar Striping Per MUTCD
15	N Berkeley Ave	East Ave EB	Posted Stop Sign	N/A	Protect in Place	Update Sop Bar Striping Per MUTCD
16	N Berkeley Ave	SW	Unknown Utility	N/A	Protect in Place	Need to Verify Utility Impact
17	N Berkeley Ave	East Ave EB	Raised curb	Missing Curb, Gutter, Sidewalk.	Replace Curb Ramp and add curb, gutter, sidewalk up to Bothun	There is a short raised median on the WB side as sidewalk protection
18	Bothun Rd	East Ave EB	Posted Stop sign ahead	N/A	Protect in Place	
19	Bothun Rd	SW	Raised curb	No Ramp is constructed	No Action - Outside limits of overlay	Curb return is on Bothun Road and outside limits of overlay
20	Colorado Ave	East Ave WB	Posted pedestrian sign		Protect in Place	
21	Colorado Ave	NW & NE	Curbs	Curb Returns on Colorado Ave. No curb ramps exist	No Action - No existing Sidewalk	There is no sidewalk on Colorado Ave. Adding curb ramps would impact right of way, utility poles, and do not tie into an existing sidewalk. Improvements appear cost prohibitive.
22	Colorado Ave	SE & SW	Curbs	curbs are broken	Repair curb and gutter	part of the red colored curbs are broken
23	Colorado Ave	SE & SW	Bollards	2 bollards placed on each curb ramp	Protect in Place	
24	Colorado Ave	SE & SW	Two (2) Curb Ramps and Cross	Existing Ramps do not have DWS Signing and Striping out of Date per MUTCD	No Action - Outside limits of overlay	Curb returns are along a valley gutter that is not within the limits of overlay.
25	1470 East Ave	South Side of East Ave	Missing Driveway Apron. AC pavement blocking curb and gutter	Nonstandard, blocks drainage.	Remove and install rolled curb or standard driveway apron	Transition existing curb and gutter to rolled curb for driveway access.
26	1400 Salon Del Reno	East Ave EB	Drainage Inlet	Partly blocked	Cleaning	
27	1401 Salon Del Reno	East Ave EB	Driveway	Slopes appear ADA compliant. No DWS	Add/Embed DWS	Add DWS at edge of driveway and sidewalk
28	Bell St	NE	Fire Hydrant	N/A	Protect in Place	
29	Bell St	NE & NW	Curb returns	Missing Curb Ramps	No Action - No existing Sidewalk	There is no sidewalk on Bell St. Adding curb ramps would impact right of way, utility poles, A fire hydrant, and do not tie into an existing sidewalk. These improvements are cost prohibitive

Street 2 - East Avenue (Package 1)

CITY OF TURLOCK - ASSET INVENTORY						
Street: East Avenue Length: 5,967LF					District: No. 1	
ID	Cross Street or Address	Location	Item	Existing Condition	Action	Notes / Comments
30	National Market to Hair Salon	East Ave EB	channelizers	channelizers on the EB shoulder		
31	Oak St	NW	Curb Ramp and Crosswalk	Dated Ramp in good condition. Appear Noncompliant	Replace Curb Ramp	Update for ADA compliance. Field Fit or Detailed Design Case C. Adjacent to landscaping wall
32	Oak St	NE	Curb Return	Missing Curb Ramp	No Action - Outside limits of overlay	Pavement Overlay Conforms before curb return. Recommend sidewalk gap Closures and curb ramps for when Oak street is scoped.
33	Alpha Rd	SW & SE	Curb Return and Sidewalk	SE - Missing Ramp SW - Noncompliant ramp exists	Replace and add curb ramp	SE - Add new curb ramp, Modified standard design SW - Field Fit Case C
32	N Rose St	NE	Curb Return and Crosswalk	No Ramp is constructed no sidewalk on corner. Curb and gutter is blocked.	Replace Curb Ramps Restripe and sign Crosswalk	Update for ADA compliance Field Fit Case B or Case C. Need to know right of way boundary.
33	N Rose St	NW	Curbreturn, Crosswalk, and Sidewalk	No Ramp is constructed no sidewalk on corner. Curb and gutter is blocked.	Replace Curb Ramps Restripe and sign Crosswalk	Update for ADA compliance Field Fit Case C.
35	S Rose St	SE	Curb Ramp and Sidewalk	Noncompliant Curb Ramp	Replace Curb Ramp Restripe and sign Crosswalk	Update for ADA compliance Field Fit Case C.
36	S Rose St	SW	Curb Return, Crosswalk, and Sidewalk	No Ramp is constructed	Restripe and sign Crosswalk	Update for ADA compliance Field Fit Case C.
37	Rose St to Minaret Ave	East Ave EB & W	Curb, Gutter, and sidewalk	Curb and Gutter are damaged and missing sidewalk	Replace and install sidewalk for gap closure	Poor condition and Recommend for replacement.
38	Minaret Ave	NE & NW	Curb Return with Crosswalk - Poor Drainage. Inlet is blocked by Asphalt and concrete	No ramps and no sidewalk Signing and Striping out of Date per MUTCD	Replace Curb and gutter Potential Design Variance	Identify Limits of Right of way. May need valley gutter to improve drainage
39	Minaret Ave	SE	Curb Return	No ramp	Install compliant Ramp	Update for ADA compliance Field Fit Case C.
39	Minerva St	SE & SW	Curb Ramps	SE - Missing Ramp SW - Noncompliant Case A ramp exists	Replace Curb Ramps	SE - Detailed Design SW - Field Fit Case A
40	S Thor St	East Ave WB	Fire Hydrant		Protect in Place	
41	S Thor St	East Ave WB	Drainage Inlet	The corner gets flooded and inlet appears damaged - crushed steel.	Replace	Drainage appears clogged and does not drain runoff from street.
42	S Thor St	NE & NW	Crosswalk	No ramps are constructed, No Sidewalk Exists Signing and Striping out of Date per MUTCD	No Action - Outside limits of overlay	No Sidewalk exists on Thor Street. Recommend Gap Closures on a future project.
43	S Center St	East of intersection on the EB	Driveway	Need to conform to ramps for ADA compliance	Replace Curb up to curb return	Update for ADA compliance and drainage
44	S Center St	All Corners	Driveway and Crosswalk	Dated Ramps Appear Noncompliant Signing and Striping out of Date per MUTCD	Replace Curb Ramps Restripe	Update for ADA compliance
45	S Center St	NW	Fire Hydrant		Protect in Place	
46	S Center St	NW	Drainage Pipe	Pipe underneath the Pavement	Replace Curb and gutter	Replace curb and gutter. Poor drainage.
47	Michkey Wall Painting	East ave EB	Curb and Gutter	Curb and Gutter are damaged	Replace Curb and gutter	Recommend replacement based on condition
48	S Center St to S Golden State Blvd	East Ave WB	Curb and Gutter	Curb and Gutter are in Poor condition	Replace Curb and gutter	
49	S Golden State Blvd	Intersection	Traffic Signal	Existing Signal with Traffic Loops	Replace Loops	
50	S Golden State Blvd	NE	Curb Ramp	Noncompliant Ramp	Replace Curb Ramp	Update for ADA compliance. Detailed design or field fit Case A.
51	S Golden State Blvd	SE	Curb Ramp	Recently Constructed	Protect in Place	Appears ADA compliant with DWS

Abbreviations

DWS Detectable Warning Surface
 N/A Not Applicable
 NE North East
 EB Eastbound
 TBD To be determined

Legend

Total 31 Protect Existing Concrete In-Place
 Total 20 Concrete Work Necessary
 Total 0 Significant Coordination Necessary
 Total 0 Coordinate Design Variance

Street 3 - Flower Street (Package 1)

CITY OF TURLOCK - ASSET INVENTORY						
Street: Flower Length: 3693LF			District: No. 2			
ID	Cross Street or Address	Location	Item	Existing Condition	Action	Notes / Comments
1	N Soderquist Rd	Intersection	Two (2) Curb Ramps	Dated Ramps appear Noncompliant with no DWS	Replace Curb Ramps	Update for ADA compliance. Ramps are at a School Crosswalk.
2	N Soderquist Rd	NE	Fire Hydrant	N/A	Protect in Place	
3	N Soderquist Rd	NE	Posted Stop sign	N/A	Protect in Place	
4	Alaska St	SW	Curb Ramp	Dated Ramps appear Noncompliant with no DWS	No Action - Outside limits of overlay	No crosswalks at intersection. Ramps are on Alaska St and Limits of overlay are not within area of ramp.
5	Alaska St	SE	Curb Ramp	Curb is graded but not constructed	No Action - Outside limits of overlay	No sidewalks and crosswalks at intersection. Ramps are on Alaska St and Limits of overlay are not within area of ramp.
6	1834	EB	Fire Hydrant	N/A	Protect in Place	
7	Clifford Ave	NW & SW	Two (2) Curb Ramps	Dated Ramps appear Noncompliant with no DWS	Replace Curb Ramps	No crosswalks at intersection. Ramps are on Clifford Ave and Limits of overlay are not within
8	Clifford Ave	NE & SE	Two (2) Curb Ramps	SE - dated Ramp appears Noncompliant. NE - No ramp and no Sidewalk exists	No Action - Outside limits of overlay and no sidewalk exists	No sidewalk exists on NE corner of Clifford and Flower.
9	West Ave	All Corners	Curb Ramps	Recently Constructed and appears DOJ compliant	Protect in Place	Appears ADA compliant with DWS
10	West Ave	NE	Fire Hydrant	N/A	Protect in Place	
11	West Ave	NE & SE	Two (2) Drainage Inlets	In Good Condition	Protect in Place	
12	Grant Ave	SE	Fire Hydrant	N/A	Protect in Place	
13	Grant Ave	All Corners	Curb Returns	No curb ramps exist at Curb Returns on Grant Ave.	No Action - No Sidewalk Exists Document a Design Variance	There is no sidewalk on Grant Ave. Adding curb ramps would impact right of way and do not tie into an existing sidewalk. These improvements are cost prohibitive
14	N Beech St	All Corners	Curb Returns	Pavement at grade with Sidewalks and Curbs. No sidewalk on Beach St at NW, NE, and SE.	No Action - Outside limits of overlay	Curb returns are on N Beech St and outside limits of overlay. Recommend replacement for future projects on Beach Street.
15	423 Flower Parking stall	WB	Curb & Tree Removal. Two (2) Each	Curb is damaged due to tree root	Replace Curb and Remove Tree	Recommend replacement based on condition
16	N Orange St	SW	Fire Hydrant	N/A	Protect in Place	
17	N Orange St	SW & SE	Curbs	Pavement at grade with Sidewalks and missing Curb	No Action - Outside limits of overlay	Curb returns are on N Orange St and outside limits of overlay. Recommend future improvements on N. Orange St.
18	N Orange St	SE	Drainage Pipe	Pipe underneath the Pavement and blocked	Replace Curb	
19	390 Parking stall	EB	Curb and Sidewalk	Curb is damaged	Replace	Recommend replacement based on condition
20	Lexington Ave	NW	Curb Ramp	Dated Ramp appears Noncompliant	Replace	Recommend replacement - Field Fit Case A
21	Lexington Ave	NE	Curb Return	Curb Returns on Lexington Ave. No curb ramps exist	Repair curb and gutter and Install New Ramp	Install New Ramp - Requires detailed design and/or modified standards to conform with driveway apron.
22	Lexington Ave	SW & SE	Curb Returns	Curb Returns on Lexington Ave. No curb ramps exist. Damage Curb and Gutter.	No Action - Outside limits of overlay and no sidewalk exists	There is no sidewalk on Lexington Ave and damaged curb and gutter is outside limits of overlay.
23	N Broadway Ave	NW	Fire Hydrant	N/A	Protect in Place	
24	N Broadway Ave	SW & NE	Posted Stop signs	N/A	Protect in Place	
25	N Broadway Ave	NE & NW & SW	Curbs	Pavement at grade with Sidewalks and Curbs	Repair curb and gutter and Install ADA compliant Ramps	Update for ADA compliance - Appears all ramps can be field fit Case A.

Street 3 - Flower Street (Package 1)

CITY OF TURLOCK - ASSET INVENTORY						
Street: Flower Length: 3693LF				District: No. 2		
ID	Cross Street or Address	Location	Item	Existing Condition	Action	Notes / Comments
26	N Broadway Ave	SE	Curb return	Curb Returns on N Broadway Ave. No curb ramp and sidewalk exists	No Action - No sidewalk exists	There is no sidewalk on SE corner of N Broadway Ave. Adding curb ramps would impact right of way, utility poles, and do not tie into an existing sidewalk of SW. These improvements are cost prohibitive
27	N Broadway Ave	NE & SE	Drainage Pipe	Pipe underneath the Pavement and blocked	Replace with curb and gutter	Requires detailed design for adequate drainage to existing drainage system
28	N 1st St	Posted Stop signs	N/A	Protect in Place		
29	N 1st St	NW	Curb Ramp	No Curb Ramp exists	Install Ramp	Install Field Fit Case A ramp
30	N 1st St	SW	Curb Return	No Curb Ramps or Sidewalk Exist	No Action - No Sidewalk exists	There is no sidewalk on N 1st St. Adding curb ramps would impact right of way. These improvements are cost prohibitive
Abbreviations						
DWS	Detectable Warning Surface			Legend		
N/A	Not Applicable			Total 18	Protect Existing Concrete In-Place	
NE	North East			Total 11	Concrete Work Necessary	
EB	Eastbound			Total 0	Significant Coordination Necessary	
TBD	To be determined			Total 1	Coordinate Design Variance	

Street 4 - Locust Street (Package 1)

CITY OF TURLOCK - ASSET INVENTORY						
Street: Locust Length: 1709LF				District: No. 2		
ID	Cross Street or Address	Location	Item	Existing Condition	Action	Notes / Comments
1	Vermont Ave	NW & NE	Curb Ramps	Appears ADA compliant with DWS	Protect in Place	
2	Vermont Ave	NW	Posted Stop sign	N/A	Protect in Place	
3	417 Parking / Shoulder	NB	Curb	Curbs are damaged and in poor condition	Replace	Recommend replacement based on condition
4	Castor St	SE	Existing Rail - Posted Stop & Rail Crossing signs.	Existing Rail embedded in Castor Street. At Grade crossing out of Date per MUTCD.	Coordinate with City and Rail Agency	Significant schedule delays due to coordination of existing rail. Appears Abandoned. Need to verify if within a Rail Right of way.
5	Castor St	NE & SE	Curbs Returns	Pavement at grade with Sidewalks and Curbs and conflicts with Rail Crossing	Coordinate with City and Rail Agency	There is no sidewalk on Castor St at the NE corner
6	Castor St	NW	Curb Ramp	Dated Ramp appears Noncompliant	Replace	Ramp is on Castor Ave and conflict with existing rail.
7	Castor St	NW	Fire Hydrant & Posted Stop & Rail Crossing signs	Pavement at grade with Sidewalks and Curbs and conflicts with Rail Crossing	Coordinate with City and Rail Agency	Significant schedule delays due to coordination of existing rail. Appears Abandoned. Need to verify if within a Rail Right of way.
8	308 Parking Stall	NB	Curb	Curbs are damaged and in poor condition	Replace	Recommend replacement based on condition
9	High St	SE & NW	Two (2) Posted Stop signs	N/A	Protect in Place	
10	High St	SE & SW & NW	Three (3) Curb Ramps	DOJ Compliant ramps in good condition.	Protect in Place	
11	High St	NE	Curb Ramp	Dated Ramp appears Noncompliant	Replace Curb Ramp	Update for ADA compliance - Field fit Case B
12	High St	All Approaches	Crosswalks	Signing and Striping out of Date per MUTCD	Restripe	
13	238 Parking stall	NB	Curbs on the Driveway Apron	Curbs are damaged	Replace	Recommend replacement based on condition
14	Columbia Ave	NE	Curb Ramp / Curb Return	DOJ Compliant Curb Ramp	Protect in Place	
15	Columbia Ave	NW, SW, SE	Curb Ramps & Crosswalks	Dated Ramps Appear Noncompliant Signing and Striping out of Date per MUTCD	Make ADA Compliant	Three (3) ramps required detailed design. SE and NW appear to require modified standard details.
16	Columbia Ave	SE & NW	Two (2) Posted Stop signs	N/A	Protect in Place	
17	Columbia Ave	SW	Posted warning sign	N/A	Protect in Place	
18	Columbia Ave	NE & NW	Drainage Pipes	Pipe underneath the Pavement	Replace	
19	120 Locust St.	Entrance Driveway	Curb Ramps on the Sidewalk to the Driveway	Dated Ramp in good condition. Appear Noncompliant	No Action - Outside limits of overlay	Ramps are on the Driveway and Limits of overlay are not within area of ramp.
20	W Main St	SE	Fire Hydrant & Posted Stop sign	N/A	Protect in Place	
21	W Main St	SE	Curb ramp	Appears DOJ compliant with DWS	Protect in Place	
22	W Main St	SW	Curb Ramp	Appears DOJ compliant with DWS	Protect in Place	
23	Locust St	Whole Corridor	Lighting	No light pole on the street	Coordinate With City	Coordinate street lighting scope with City

Abbreviations

DWS Detectable Warning Surface
 N/A Not Applicable
 NE North East
 EB Eastbound
 NB Northbound
 TBD To be determined

Legend

Total 12 Protect Existing Concrete In-Place
 Total 7 Concrete Work Necessary
 Total 4 Significant Coordination Necessary
 Total 0 Coordinate Design Variance

Street 5 - Mira Flores Drive (Package 1)

CITY OF TURLOCK - ASSET INVENTORY						
Street: Mira Flores Length: 2849LF					District: No. 1	
ID	Cross Street or Address	Location	Item	Existing Condition	Action	Notes / Comments
1	El Paseo St	NE & SE	Curb Ramps	No Ramp and sidewalk exist	No Action - No existing Sidewalk	There is no sidewalk on El Paseo St. Adding sidewalk would impact right of way. These improvements are out of scope and cost prohibitive
2	El Paseo St	NB of El Paseo St	Valley Gutter	Dated Gutter in good condition	Protect in Place	
3	N Johnson Rd	NW & SW	Curb Ramps & Crosswalk	No Ramp is Constructed Signing and Striping out of Date per MUTCD	No Action - No existing Sidewalk	There is no sidewalk on El Paseo St. And N Johnson Rd.
4	N Johnson Rd	NE & SE	Curb Ramps & Crosswalk	Dated Ramps in poor condition. Appear Noncompliant Signing and Striping out of Date per MUTCD	Replace Curb Ramp Restripe	Update for ADA compliance - Both ramps appear to field fit Case C
5	N Johnson Rd	NW & SE	Posted Stop sign	N/A	Protect in Place	
6	La Sombra Ct	NW & NE	Curb Returns	No Ramp is Constructed	No Action - Outside limits of overlay	Curb returns are on La Sombra Ct and outside limits of overlay and no crossing appears to be at this location based on the s-curve.
7	La Sombra Ct	NE	Fire Hydrant	N/A	Protect in Place	
8	La Sombra Ct	NW & NE & SW	Three (3) Drainage Inlets	Dated inlets are blocked with debris	City Maintenance to Clean Storm Drain	Grate sizes appear small and inadequate
9	2140 Parking Stall	WB	Drainage Inlet	Dated inlets are blocked with debris	City Maintenance to Clean Storm Drain	Grate sizes appear small and inadequate
10	Novo Dr	SE & SE	Two (2) Curb Returns	No Ramps exist on curb returns	No Action - Outside limits of overlay	Curb returns are on Novo Dr and outside limits of overlay. Recommend adding ramps on future Novo Dr. Project.
11	Novo Dr	NB of Novo Dr	Valley Gutter	Dated Gutter in good condition	Protect in Place	
12	La Sombra Ct	NW & SW	Two (2) Curb Returns	No Ramps exist on curb returns	No Action - Outside limits of overlay	Curb returns are on La Sombra Ct and outside limits of overlay. Recommend adding ramps on future La Sombra Ct Project.
13	La Sombra Ct	SB of La Sombra Ct	Valley Gutter	Dated Gutter in good condition	Protect in Place	
14	Lint Ct	NW & SW	Two (2) Curb Returns	No Ramps exist on curb returns	No Action - Outside limits of overlay	Curb returns are on Lint Ct and outside limits of overlay. Recommend adding ramps on future Lint Ct Project.
15	Lint Ct	SB of Lint Ct	Valley Gutter	Dated Gutter in good condition	Protect in Place	
16	Lint Ct	SW	Fire Hydrant	N/A	Protect in Place	
17	N Quincy Rd	All Corners	Four (4) curb returns	No Ramp is Constructed	Install ADA compliant ramps	Install field fit Case C ramps on all four (4) curb returns.
18	N Quincy Rd	NE	Fire Hydrant	N/A	Protect in Place	
19	N Quincy Rd	NW & SE	Posted Stop signs	N/A	Protect in Place	
20	Las Dialis Ct	NW & SW	Two (2) Curb Returns	No Ramps exist on curb returns	No Action - Outside limits of overlay	Curb returns are on Las Dialis Ct and outside limits of overlay. Recommend adding ramps on future Las Dialis Ct Project.
21	Las Dialis Ct	SB of Las Dialis Ct	Valley Gutter	Dated Gutter in good condition	Protect in Place	
22	2535 Mira F	NB of Mira F	Fire Hydrant	N/A	Protect in Place	
23	La Rosa Ct	NW & SW	Two (2) Curb Returns	No Ramps exist on curb returns	No Action - Outside limits of overlay	Curb returns are on La Rosa Ct and outside limits of overlay. Recommend adding ramps on future La Rosa Ct Project.
24	La Rosa Ct	SB of Mira F	Valley Gutter	Dated Gutter in good condition	Protect in Place	
25	El Jacinto	NW & SW	Two (2) Curb Returns	No Ramps exist on curb returns	No Action - Outside limits of overlay	Curb returns are on El Jacinto and outside limits of overlay. Recommend adding ramps on future El Jacinto Project.
26	El Jacinto	SB of Mira F	Valley Gutter	Dated Gutter in good condition	Protect in Place	

Abbreviations

DWS Detectable Warning Surface
 N/A Not Applicable
 NE North East
 EB Eastbound
 NB Northbound
 TBD To be determined

Legend

Total 24 Protect Existing Concrete In-Place
 Total 2 Concrete Work Necessary
 Total 0 Significant Coordination Necessary
 Total 0 Coordinate Design Variance

Street 6 - N Orange Street (Package 1)

CITY OF TURLOCK - ASSET INVENTORY						
Street: N. Orange Street Length: 1053LF						District: No. 2
ID	Cross Street or Address	Location	Item	Existing Condition	Action	Notes / Comments
1	W Main St	SE	Posted DIP, Bike route, Speed limit signs	N/A	Protect in Place	Speed limit 25 mph
2	W Main St	SE	Fire Hydrant	N/A	Protect in Place	
3	W Main St	NE, NW, SW, & SE	Curb Return / Ramps	All Curb returns and ramps appear to be DOJ compliant with DWS.	Protect in Place	
4	W Main St	SW	Posted Stop sign	N/A	Protect in Place	
5	Midblock (W Main St - W Olive Ave)	SB	Curb and tree	Dated Curb is damaged	Replace Curb and remove one (1) tree	Recommend replacement based on condition and poor drainage
6	W Olive Ave	SE & SW & NW	Three (3) Curb Ramps and Crosswalks	Dated Ramps in poor condition. Appear Noncompliant Signing and Striping out of Date per MUTCD	Replace	Replace ramps with detailed design and modified standard details. Meet Right of way boundaries.
7	W Olive Ave	NE	Curb Return	No Curb ramp at intersection crosswalks	Replace	Need Right of way boundaries. Possibly a field fit Case A ramp.
8	W Olive Ave	NE	Fire Hydrant	N/A	Protect in Place	
9	W Olive Ave	NW & SE	Posted Stop sign	N/A	Protect in Place	
10	Florence St	SE & NE	Curb Ramp	No Ramp is Constructed	Replace	Need Right of way boundaries. Possibly a field fit Two (2) Case A ramps.
11	Florence St	NW & SW	Curb Ramp	No Ramp is Constructed	Replace	Need Right of way boundaries. Possibly a field fit Two (2) Case A ramps.
12	Florence St	NE	Posted Bike route sign & Fire Hydrant	N/A	Protect in Place	
13	Florence St	NW & SE	Posted Stop sign	N/A	Protect in Place	
14	309 Parking stall	SB	Curb	Dated Curb is damaged	Replace Curb	Recommend replacement based on condition
15	Flower St	NW & NE	Curb Return / Curb Ramp	Curb Returns in poor condition. Noncompliant ADA crossing Pavement graded to the top of curb and poor drainage	Replace Two (2) curb returns with ADA compliant ramps / crossing	Need Right of way boundaries. Possibly a field fit Two (2) Case A ramps.

Abbreviations	
DWS	Detectable Warning Surface
N/A	Not Applicable
NE	North East
EB	Eastbound
NB	Northbound
TBD	To be determined

Legend	
Total 8	Protect Existing Concrete In-Place
Total 7	Concrete Work Necessary
Total 0	Significant Coordination Necessary
Total 0	Coordinate Design Variance

Street 7 - Old Vineyard Road (Package 1)

CITY OF TURLOCK - ASSET INVENTORY						
Street: Old Vineyard Length: 1312LF				District: No. 1		
ID	Cross Street or Address	Location	Item	Existing Condition	Action	Notes / Comments
1	E Marshall	NW & NE	Two (2) Curb Returns	No Ramps exist	Install Two (2) Curb Ramps	Field Fit Two Curb Ramps Case C
2	E Marshall	SW & SE	Valley Gutter	Dated Gutter in good condition	Protect in Place	
3	E Marshall	SW	Posted Stop sign	N/A	Protect in Place	
4	Zinfandel Lane	All corners	Four (4) Curb Returns	No Ramps exist	Install Four (4) Curb Ramps	Field Fit Four (4) Curb Ramps Case C
5	Zinfandel Lane	SE	Fire Hydrant	N/A	Protect in Place	
6	Zinfandel Lane	Both sides of E-W bound	Valley Gutter	Dated Gutter in poor condition	Replace	Recommend replacement based on condition
7	Carrigan Lane	All corners	Four (4) Curb Returns	No Ramps exist	Install Four (4) Curb Ramps	Field Fit Four (4) Curb Ramps Case C
8	Carrigan Lane	Both sides of E-W bound	Valley Gutter	Dated Gutter in poor condition	Replace	Recommend replacement based on condition
9	Carrigan Lane	NW & SW	Curbs	Dated Curbs are damaged	Replace Curbs	Recommend replacement based on condition
10	Tokay Ave	All corners	Four (4) Curb Returns	No Ramps exist	Install Four (4) Curb Ramps	Field Fit Four (4) Curb Ramps Case C
11	Tokay Ave	NE	Fire Hydrant	N/A	Protect in Place	
12	Tokay Ave	Both sides of E-W bound	Valley Gutter	Dated Gutter in poor condition	Replace	Recommend replacement based on condition
13	Tokay Ave	NW & SE	Posted Stop sign	N/A	Protect in Place	
14	Mission St	NE & SE	Two (2) Curb Returns	No Curb Ramps exist	No Action - Outside limits of overlay	Curb returns are on Mission St and outside limits of overlay. Recommend installing curb ramps for future Mission St. project.
15	Mission St	NB	Valley Gutter	Dated Gutter in Good condition	Protect in Place	
16	E Canal Dr	NE & NW	Curb Ramps	Ramps in good condition and appear DOJ compliant	Protect in Place	
17	E Canal Dr	NE	Fire Hydrant & Posted Stop sign	N/A	Protect in Place	
18	E Canal Dr	EB of the Canal Dr	Crosswalk	Signing and Striping out of Date per MUTCD	Restripe	

Abbreviations		Legend	
DWS	Detectable Warning Surface	Total 10	Protect Existing Concrete In-Place
N/A	Not Applicable	Total 8	Concrete Work Necessary
NE	North East	Total 0	Significant Coordination Necessary
EB	Eastbound	Total 0	Coordinate Design Variance
NB	Northbound		
TBD	To be determined		

Street 8 - Park Street (Package 1)

CITY OF TURLOCK - ASSET INVENTORY						
Street: Park St Length: 3445LF				District: No. 2		
ID	Cross Street or Address	Location	Item	Existing Condition	Action	Notes / Comments
1	N Soderquist	SW	Posted Stop sign & Drainage Inlet	Dated Inlet is Blocked	Protect in Place Clean up the Inlet	Grates appear too small and require frequent maintenance
2	N Soderquist	SE	Fire Hydrant	N/A	Protect in Place	
3	N Soderquist	NE & SE	Two (2) Curb Returns	No Ramps or sidewalk exist	No Action - No Sidewalk exists	Curb returns are on N Soderquist and no sidewalk exists. New sidewalk would impact right of way
4	Clifford Ave	SW & SE	Curb Ramps	Dated Ramps in good condition. Appear Noncompliant.	No Action - Outside limits of overlay	Curb returns are on Clifford Ave and outside limits of overlay - recommend for future project on Clifford.
5	West Ave N	SW & SE	Curb Ramps	Dated Ramps in good condition. Appear compliant	Protect in Place	
6	West Ave N	SE	Fire Hydrant	N/A	Protect in Place	
7	617 Parking Stall	SB Park St	Curb and tree	Dated Curb is damaged due to tree roots	Replace Curb and tree removal	Recommend replacement based on condition and poor drainage
8	Grant Ave	SE & SW & NE	Three (3) Curb Returns / Curb Ramps	Noncompliant ADA ramps	Replace	Need right of way boundaries. May be able to field fit Case B or Case C ramps
9	Grant Ave	NW	One (1) Curb Return	No curb ramp exists. Utility pole blocks sidewalk.	Install Ramp Relocate Utility Pole or Bulb out curb	Field Fit Case A Ramp or detailed design due to utility
10	N Beech St	SE & SW	Curb Ramps	No Ramp is Constructed	No Action - Outside limits of overlay	Curb returns are on N Beech st and outside limits of overlay - Recommend installing ramps for future project on Beech St.
11	Lighting	All Corridor	Light poles	No Lighting is provided on the Street	Coordinate with City	
12	Lexington Ave	All 3 Corners	Curb Ramps	No Ramp is Constructed. Missing Sidewalk.	No Action - No Sidewalk exists on South side of Park st.	Curb returns are on Lexington Ave and outside limits of overlay. For the SW and SE corner, there is no sidewalk at the intersection. Replacing sidewalk would impact right of way.
13	N Broadway	All Corners	Four (4) curb returns	Dated Ramps in good condition. Appear Noncompliant	Replace Curb Ramps	Detailed design. Need Right of way boundaries.
14	N Broadway	All Corners	Crosswalks	Signing and Striping out of Date per MUTCD	Restripe	Update per MUTCD and City Standards
15	N 1st St	SW	Posted Stop sign & Fire Hydrant	N/A	Protect in Place	
16	N 1st St	SW	Curb Return	No Ramp is Constructed	No Action - No Sidewalk Exists	No sidewalk exists at this curb return and it appears to impact right of way.
17	N 1st St	NW	Curb Return	Dated Ramp appears noncompliant.	Replace	Field fit Case B
Abbreviations						
DWS	Detectable Warning Surface					
N/A	Not Applicable					
NE	North East					
EB	Eastbound					
NB	Northbound					
TBD	To be determined					
				Legend		
				Total 11	Protect Existing Concrete In-Place	
				Total 5	Concrete Work Necessary	
				Total 1	Significant Coordination Necessary	
				Total 0	Coordinate Design Variance	

Street 9 - Spruce Street (Package 1)

CITY OF TURLOCK - ASSET INVENTORY						
Street: Spruce Length: 1818LF				District: No. 2		
ID	Cross Street or Address	Location	Item	Existing Condition	Action	Notes / Comments
1	South Ave	SW & SE	Curb Ramps and Crosswalk	Dated Ramps in school zone appear Noncompliant Signing and Striping out of Date per MUTCD	Replace	Field Fit Case C
2	South Ave	SW	Posted Stop sign	N/A	Protect in Place	
3	Angelus St	SW	Fire Hydrant & Posted Stop sign	N/A	Protect in Place	
4	Angelus St	SW	Curb Ramp and School Crosswalk	No Ramp is Constructed and no sidewalk exists. Signing and Striping out of Date per MUTCD	No Action - Outside limits of overlay	Curb returns are on Angelus St and outside limits of overlay - recommend upgrades on future Angelus st project.
5	Angelus St	NW	Private Property Driveway	Striping goes into the driveway and no sidewalk on west side of spruce	Coordinate with City	Verify need for Sidewalk gap closures and right of way impacts. Likely cost prohibitive.
6	Angelus St	SE & NE	Curb Ramp and Crosswalk	No Ramp is Constructed Signing and Striping out of Date per MUTCD	No Action - Outside limits of overlay	Curb returns are on Angelus St and outside limits of overlay- recommend upgrades on future Angelus st project.
7	Angelus St	NE	Posted Stop sign	N/A	Protect in Place	
8	Vermont Ave	All Corners	Curb Ramps	Dated Ramps in good condition. Appear compliant	Protect in Place	
9	Vermont Ave	SE & NW	Posted Stop sign	N/A	Protect in Place	
10	Vermont Ave	NE corner to 450 Spruce St (NB)	Sidewalk	Sidewalk in poor condition	Replace	Recommend replacement based on condition
11	North of Vermont intersection	450 Spruce St (SB)	Driveway flare	Dated Driveway's flare is damaged	Replace	Recommend replacement based on condition
12	Sunnyside Dr	NW & SW	Curb Ramp	No Ramp is Constructed NW curb is damaged	Install Curb Ramps	Field Fit Case C
13	Sunnyside Dr	SB	Valley Gutter	Dated Gutter in poor condition	Replace	Replace and conform to ramps for ADA compliance
14	Castor Dr	NW & SW & SE	Three (3) Curb Returns	No Ramps Constructed	Coordinate with City and Rail Agency - Install New Ramps and Curb Returns	Significant schedule delays due to coordination of existing rail. Appears Abandoned. Need to verify if within a Rail Right of way.
15	Castor Dr	NE Curb	Curb Ramp	Dated Ramp appears noncompliant	Replace	Field Fit Case A or B
16	Castor Dr	SE & NW	Posted Stop and Rail Crossing signs	At Grade Crossing not up to date per MUTCD	Coordinate with City and Rail Agency	Significant schedule delays due to coordination of existing rail. Appears Abandoned. Need to verify if within a Rail Right of way.
17	Castor Dr	NW & SW	Drainage Inlet	N/A	Protect in Place	
18	High St	SE & SW	Two (2) Curb Ramps	Recent construction of ramps and in good condition. Appear DOJ compliant with DWS	Protect in Place	
19	High St	NE	Posted Stop sign	N/A	Protect in Place	

Abbreviations

DWS Detectable Warning Surface
 N/A Not Applicable
 NE North East
 EB Eastbound
 NB Northbound
 TBD To be determined

Legend

Total 10 Protect Existing Concrete In-Place
 Total 7 Concrete Work Necessary
 Total 2 Significant Coordination Necessary
 Total 0 Coordinate Design Variance

Street 10 - 20th Century Boulevard (Package 1)

CITY OF TURLOCK - ASSET INVENTORY						
Street: 20th Century Length: 2617LF					District: No. 4	
ID	Cross Street or Address	Location	Item	Existing Condition	Action	Notes / Comments
1	N Golden State Blvd	NE & SE	Curb Ramps and Crosswalks	Recent installation of ramps and curb returns	Protect in place	
2	N Golden State Blvd	NE	Posted Stop sign	N/A	Protect in Place	
3	N Golden State Blvd	SE	Fire Hydrant	N/A	Protect in Place	
4	Turlock INN	WB	Posted Speed Limit Sign	N/A	Protect in Place	30 mph
5	594 Parking Stall	WB	Fire Hydrant	N/A	Protect in Place	
6	Sun Garden	EB	Fire Hydrant	N/A	Protect in Place	
7	St. Francis	WB	Fire Hydrant	N/A	Protect in Place	
8	Austin David Way	EB	Drainage Inlet	Poor - Undersized	Coordinate with City	
9	143 20TH Century Blvd	EB	Sidewalk	Missing Sidewalk	Coordinate with City	Construct Sidewalk for gap closure
10	Geer Rd	SW & NW	Curb Ramps	Dated Ramps in poor condition. Appear Noncompliant	Replace Curb Ramp	Update for ADA compliance - Field Fit Case A or B
11	Geer Rd	SW	Posted Stop sign	N/A	Protect in Place	
Abbreviations						
DWS	Detectable Warning Surface					
N/A	Not Applicable					
NE	North East					
EB	Eastbound					
NB	Northbound					
TBD	To be determined					
				Legend		
				Total 8	Protect Existing Concrete In-Place	
				Total 3	Concrete Work Necessary	
				Total 0	Significant Coordination Necessary	
				Total 0	Coordinate Design Variance	

Street 11 - Carrigan Street (Package 1)

CITY OF TURLOCK - ASSET INVENTORY						
Street: Carrigan Street Length: 1318LF				District: No. 1		
ID	Cross Street or Address	Location	Item	Existing Condition	Action	Notes / Comments
1	N Johnson Rd	NE	Curb Ramp & Sidewalk	Dated Ramp and Sidewalk are in good condition. Appear compliant	Protect in Place	
2	N Johnson Rd	SE	Curb Ramp	Dated Ramp appears Noncompliant. No DWS.	Replace Curb Ramp	Field Fit Case B or C
3	N Johnson Rd	NE	Posted Stop sign	N/A	Protect in Place	
4	N Johnson Rd	NE & SE	Two (2) Drainage Inlet	Inlets are blocked	Clean	
5	Old Vineyard Rd	All Corners	Curb Ramps	No Ramp is Constructed. Not ADA compliant	No Action - Already Scoped	No Action - Replaced in Old Vineyard Scope of work for Phase II.
6	Old Vineyard Rd	NW & SW	Curbs	Curbs are damaged and in poor condition	No Action - Already Scoped	No Action - Replaced in Old Vineyard Scope of work for Phase II.
7	Old Vineyard Rd	West-East bound	V-gutter	Gutters are in poor condition	No Action - Already Scoped	No Action - Replaced in Old Vineyard Scope of work for Phase II.
8	N Quincy	NW & SW	Two (2) Curb Returns	No Ramps Exist	Install Ramps	Field Fit Case C
Abbreviations						
DWS	Detectable Warning Surface					
N/A	Not Applicable					
NE	North East					
EB	Eastbound					
NB	Northbound					
TBD	To be determined					
				Legend		
				Total 6	Protect Existing Concrete In-Place	
				Total 2	Concrete Work Necessary	
				Total 0	Significant Coordination Necessary	
				Total 0	Coordinate Design Variance	

Street 12 - Corello Street (Package 1)

CITY OF TURLOCK - ASSET INVENTORY						
Street: Corello Street Length: 1608LF				District: No. 1		
ID	Cross Street or Address	Location	Item	Existing Condition	Action	Notes / Comments
1	Barbara Way	NW & SW	Curb Ramps	No Curb Ramps constructed	No Action - Outside limits of Overlay	Curb returns are on Barbara Way and outside limits of overlay. Recommend adding ramps on future Barbara Way Project.
2	E Marshall	All Corners	Curb Ramps	No Curb Ramps exist on curb returns	Install Curb Ramps	Field Fit Case C based on back of walk
3	E Marshall	NW & SE	Posted Stop sign	N/A	Protect in Place	
4	E Marshall	NW	Posted Speed Limit	Posted sign on the Light pole	Protect in Place	30 mph
5	Zinfandel Ln	NW & SW	Two (2) Curb Returns	No Curb Ramps constructed	No Action - Outside limits of Overlay	Curb returns are on Zinfandel Ln and outside limits of overlay. Recommend adding ramps on future Zinfandel Ln Project.
6	540 Parking Stall	SB	Curb on the Driveway Apron	Curb is damaged	Replace	Recommend replacement based on condition
7	Sierra vista	SW & SE	Two (2) Curb Returns	No Curb Ramps constructed	Install Curb Ramps	Field Fit Case C based on back of walk
Abbreviations						
DWS	Detectable Warning Surface					
N/A	Not Applicable					
NE	North East					
EB	Eastbound					
NB	Northbound					
TBD	To be determined					
				Legend		
				Total 4		Protect Existing Concrete In-Place
				Total 3		Concrete Work Necessary
				Total 0		Significant Coordination Necessary
				Total 0		Coordinate Design Variance

Street 13 - Julian Street (Package 1)

CITY OF TURLOCK - ASSET INVENTORY						
Street: Julian Street Length: 2981LF				District: No. 2		
ID	Cross Street or Address	Location	Item	Existing Condition	Action	Notes / Comments
1	N Soderquist Rd	SE & NE	Two (2) Curb Returns	No Ramps or sidewalk exist	No Action - No Sidewalk exists	Curb returns are on N Soderquist and no sidewalk exists. New sidewalk would impact right of way
2	N Soderquist Rd	NE	Posted Stop sign	N/A	Protect in Place	
3	Grant Ave	All Corners	four (4) curb returns	No Curb Ramps and sidewalk exist	No Action - No Sidewalk exists	No Sidewalk Exists. New sidewalk would impact right of way.
4	Grant Ave	NW	Fire Hydrant	N/A	Protect in Place	
5	Grant Ave	NE & SW	Posted Stop sign	N/A	Protect in Place	
6	N Broadway	NW & NE & SW	Curb Ramps and Crosswalks	Dated Ramps in poor condition and appear noncompliant	Replace Three (3) Curb Ramps and Restripe	Verify Right of way. Field fit case A or B ramps
7	N Broadway	SE	Curb Ramp	No Curb Ramp constructed	No Action - No Sidewalk exists	
8	N Broadway	SE	Fire Hydrant	No Curb Ramps constructed	Protect FH in Place	
9	N 1st St	NW & SW	Curb Ramps	No Curb Ramps constructed	No Action - No Sidewalk exists	No Sidewalk Exists. New sidewalk would impact right of way.
10	N 1st St	SW	Posted Stop sign	N/A	Protect in Place	
11	N 1st St	NW	Drainage Inlet	Inlet is blocked	Clean drainage system	Inlet appears undersized and requires regular maintenance for adequate drainage
Abbreviations						
DWS	Detectable Warning Surface					
N/A	Not Applicable					
NE	North East					
EB	Eastbound					
NB	Northbound					
TBD	To be determined					
				Legend		
				Total 10	Protect Existing Concrete In-Place	
				Total 1	Concrete Work Necessary	
				Total 0	Significant Coordination Necessary	
				Total 0	Coordinate Design Variance	

Street 14 - Wayside Drive (Package 2)

CITY OF TURLOCK - ASSET INVENTORY						
Street: Wayside Drive Length: 3251LF				District: No. 1		
ID	Cross Street or Address	Location	Item	Existing Condition	Action	Notes / Comments
1	Geer Rd	SE	Curb Ramp	Dated Ramp in good condition. Appear compliant		
2	Geer Rd	NE	Curb Ramp	Dated Ramp in good condition. Appear Noncompliant	Replace Curb Ramp	Update for ADA compliance
3	Geer Rd	NE	Posted Stop sign & Fire Hydrant & Drainage Inlet	Inlet is blocked	Protect in Place Cleanup up Inlets	
4	Geer Rd	Intersection	crosswalk	Signing and Striping out of Date per MUTCD	Restripe	
5	Noda st	NW & NW	Curb Ramp	No Ramp is Constructed		Update for ADA compliance
6	Noda st	NW & NW	Valley Gutter	Gutter in Good Condition	Protect in Place	
7	N Palm st	NW	Curb Ramp	Dated Ramp in good condition. Appear Noncompliant	Replace Curb Ramp	Update for ADA compliance
8	N Palm st	NW & SE & SW	Curb Ramp	No Ramp is Constructed		Update for ADA compliance
9	N Palm st	NE & SW	Posted Stop sign	N/A	Protect in Place	
10	N Denair Ave	SE	Curb Ramp	Dated Ramp in good condition. Appear Noncompliant	Replace Curb Ramp	Update for ADA compliance
11	N Denair Ave	SW & NE & NW	Curb Ramp	No Ramp is Constructed		
12	Windsor Ct	NW & NE	Curb Ramp	Dated Ramp in good condition. Appear Noncompliant	Replace Curb Ramp	Update for ADA compliance
13	N Mitchell Ave	SE & SW	Curb Ramp	Dated Ramp in good condition. Appear Noncompliant	Replace Curb Ramp	Update for ADA compliance
14	N Mitchell Ave	SW	Fire Hydrant	N/A	Protect in Place	
15	N Mitchell Ave	NW & NE	Curb Ramp	Dated Ramp in good condition. Appear Noncompliant	Replace Curb Ramp	Update for ADA compliance
16	Kenwood ave	SE	Curb Ramp	Dated Ramp in good condition. Appear Noncompliant	Replace Curb Ramp	Update for ADA compliance
17	Kenwood ave	SW	Curb Ramp	No Ramp is Constructed		
18	Kenwood ave	SE	Fire Hydrant	N/A	Protect in Place	
19	N Olive Ave	SE & NE	Curb Ramp and Crosswalk	Three (3) Curb Ramps and Crosswalks	Dated Ramps in poor condition. Appear Noncompliant Signing and Striping out of Date per MUTCD	Update for ADA compliance
20	N Olive Ave	SW	Curb Ramp	No Ramp is Constructed		
21	N Olive Ave	NE & SW	Posted Stop sign	N/A	Protect in Place	
22	Pioneer Ave	NW & SW	Curb Ramp	No Ramp is Constructed		
23	Pioneer Ave	SW	Posted Stop sign	N/A	Protect in Place	

Abbreviations		Legend	
DWS	Detectable Warning Surface	Total 0	Protect Existing Concrete In-Place
N/A	Not Applicable	Total 0	Concrete Work Necessary
NE	North East	Total 23	Significant Coordination Necessary
EB	Eastbound	Total 0	Coordinate Design Variance
NB	Northbound		
TBD	To be determined		

Street 15 - Fosberg Road (Package 2)

CITY OF TURLOCK - ASSET INVENTORY						
Street: Fosberg Length: 2677LF				District: No. 3		
ID	Cross Street or Address	Location	Item	Existing Condition	Action	Notes / Comments
1	E Monte Vista Ave	SW & SE	Curb Ramp and Crosswalks	Dated Ramp in good condition. Appear compliant Striping is compliant with MUTCD	N/A	
2	E Monte Vista Ave	SW	Posted Stop and Speed Limit signs	N/A	Protect in Place	30 mph
3	Tulane Way	NE & SE	Curb Ramp	Dated Ramp in good condition. Appear Noncompliant	No Action - Outside limits of overlay	Curb returns are on Tulane Way and outside limits of overlay
4	Tulane Way	NE	Fire Hydrant	N/A	Protect in Place	
5	Villanova Dr	NW & SW	Curb Ramp	Dated Ramp in good condition. Appear Noncompliant	No Action - Outside limits of overlay	Curb returns are on Villanova Dr and outside limits of overlay
6	Hillsdale Dr	NE & SE	Curb Ramp	Dated Ramp in good condition. Appear Noncompliant	No Action - Outside limits of overlay	Curb returns are on Hillsdale Dr and outside limits of overlay
7	Cornell Dr	NE & SE	Curb Ramp	Dated Ramp in good condition. Appear Noncompliant	No Action - Outside limits of overlay	Curb returns are on Cornell Dr and outside limits of overlay
8	Fullerton Dr	All Corners	Curb Ramp	Dated Ramp in good condition. Appear Noncompliant	Replace Curb Ramp	Update for ADA compliance
9	Bennington Ave	All Corners	Curb Ramp	Dated Ramp in good condition. Appear Noncompliant	Replace Curb Ramp	Update for ADA compliance
10	Bluefield Ave	NE & SE	Curb Ramp	Dated Ramp in good condition. Appear Noncompliant	No Action - Outside limits of overlay	Curb returns are on Bluefield Ave and outside limits of overlay
11	E Christofferson Pkwy	SE & SW	Curb Ramp	Dated Ramp in good condition. Appear compliant	Protect in Place	
12	E Christofferson Pkwy	SE & SW	Traffic Signal and Traffic Loops		Protect in Place	
13	E Christofferson Pkwy	SE & SW	Crosswalk	Signing and Striping out of Date per MUTCD	Restripe	
Abbreviations						
DWS	Detectable Warning Surface					
N/A	Not Applicable					
NE	North East					
EB	Eastbound					
NB	Northbound					
TBD	To be determined					
				Legend		
				Total 0	Protect Existing Concrete In-Place	
				Total 0	Concrete Work Necessary	
				Total 13	Significant Coordination Necessary	
				Total 0	Coordinate Design Variance	

COST PROPOSAL SUMMARY: Michael Baker International Team

Citywide Street Rehab and Improvement for City of Turlock, Phase 1 - 15 Streets Pavement Rehabilitations		Prime Consultant		AIM		Crawford and Associates		North Star	TOTAL	
		Hours	Cost	Hours	Cost	Hours	Cost	Cost (LS)	HOURS	COST
1	PROJECT MANAGEMENT									
1.1	Project Management	300	\$54,040.00	0	\$0.00	0	\$0.00	\$0.00	300	\$54,040.00
1.2	Final Scope and Schedule of Deliverables	40	\$11,040.00	0	\$0.00	0	\$0.00	\$0.00	40	\$11,040.00
1.3	Attend Meetings and Field Review	112	\$26,880.00	0	\$0.00	0	\$0.00	\$0.00	112	\$26,880.00
1.4	Project Progress Reports and Invoicing	72	\$14,664.00	0	\$0.00	0	\$0.00	\$0.00	72	\$14,664.00
	TOTAL TASK 1	524	\$106,624.00	0	\$0.00	0	\$0.00	\$0.00	524	\$106,624.00
2	PUBLIC OUTREACH									
2.1	Outreach Management	8	\$2,480.00	18	\$2,546.46	0	\$0.00	\$0.00	26	\$5,026.46
2.2	Stakeholder Database	0	\$0.00	36	\$3,491.28	0	\$0.00	\$0.00	36	\$3,491.28
2.3	Community Workshops (2)	104	\$23,200.00	150	\$16,086.17	0	\$0.00	\$0.00	254	\$39,286.17
2.4	Website Content	4	\$1,240.00	24	\$2,511.68	0	\$0.00	\$0.00	28	\$3,751.68
2.5	Social Media Updates	4	\$1,240.00	44	\$4,515.56	0	\$0.00	\$0.00	48	\$5,755.56
2.6	Communication Collateral	4	\$1,240.00	40	\$4,454.38	0	\$0.00	\$0.00	44	\$5,694.38
2.7	Direct Mail Notification (1)	4	\$1,240.00	18	\$2,138.82	0	\$0.00	\$0.00	22	\$3,378.82
	TOTAL TASK 2	128	\$30,640.00	330	\$35,744.35	0	\$0.00	\$0.00	458	\$66,384.35
3	PRELIMINARY DESIGN									
3.1	Background Data Collection and Records Review	152	\$24,316.00	0	\$0.00	0	\$0.00	\$0.00	152	\$24,316.00
3.2	Field Investigation and Visual Pavement Condition Survey	100	\$20,568.00	0	\$0.00	0	\$0.00	\$0.00	100	\$20,568.00
3.3	Ground Penetrating Radar (GPR) Data Collection and Analysis	188	\$30,680.00	0	\$0.00	0	\$0.00	\$0.00	188	\$30,680.00
3.4	Subsurface Investigations	36	\$7,160.00	0	\$0.00	150	\$18,150.00	\$0.00	186	\$25,310.00
3.5	Pavement Evaluation and Design	164	\$32,904.00	0	\$0.00	0	\$0.00	\$0.00	164	\$32,904.00
	TOTAL TASK 3	640	\$115,628.00	0	\$0.00	150	\$18,150.00	\$0.00	790	\$133,778.00
4	SURVEY									
4.1	Mobile LiDAR Topo	546	\$54,400.00	0	\$0.00	0	\$0.00	\$0.00	546	\$54,400.00
4.2	Supplemental Survey and Target Survey	12	\$2,170.00	0	\$0.00	0	\$0.00	\$20,680.00	12	\$22,850.00
4.3	Boundary Survey	60	\$9,680.00	0	\$0.00	0	\$0.00	\$45,090.00	60	\$54,770.00
4.4	Monument Preservation	12	\$2,170.00	0	\$0.00	0	\$0.00	\$55,000.00	12	\$57,170.00
4.5	Topo Field Survey of Curb Ramps (OPTIONAL)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4.6	Survey of Drainage Improvements (OPTIONAL)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	TOTAL TASK 4	630	\$68,420.00	0	\$0.00	0	\$0.00	\$120,770.00	\$630.00	\$189,190.00
5	PACKAGE 1 DESIGN (13 STREETS)									
5.1	Mobile LiDAR Topo	108	\$16,880.00	0	\$0.00	0	\$0.00	\$0.00	108	\$16,880.00
	5.2 35% Plans, Spec Outline, and Prelim Engineer's Estimate									
5.2(a)	Preparation of 35% PS&E	1,360	\$200,784.00	0	\$0.00	0	\$0.00	\$0.00	1,360	\$200,784.00
5.2(b)	QA/QC	16	\$5,280.00	0	\$0.00	0	\$0.00	\$0.00	16	\$5,280.00
	Total Task 5.2	1,376	\$206,064.00	0	\$0.00	0	\$0.00	\$0.00	1,376	\$206,064.00
	5.3 65% Plans, Specifications, and Engineer's Estimate									
5.3(a)	35% Comment Resolution	68	\$12,240.00	0	\$0.00	0	\$0.00	\$0.00	68	\$12,240.00
5.3(b)	Preparation of 65% PS&E	1,034	\$155,624.00	0	\$0.00	0	\$0.00	\$0.00	1,034	\$155,624.00
5.3(c)	QA/QC	16	\$5,280.00	0	\$0.00	0	\$0.00	\$0.00	16	\$5,280.00
	Total Task 5.3	1,118	\$173,144.00	0	\$0.00	0	\$0.00	\$0.00	1,118	\$173,144.00
	5.4 100% / IFB Plans, Specifications, and Engineer's Estimate									
5.4(a)	65% Comment Resolution	136	\$24,480.00	0	\$0.00	0	\$0.00	\$0.00	136	\$24,480.00
5.4(b)	Preparation of Draft 100% PS&E	354	\$54,992.00	0	\$0.00	0	\$0.00	\$0.00	354	\$54,992.00
5.4(c)	Preparation of IFB PS&E	208	\$32,436.00	0	\$0.00	0	\$0.00	\$0.00	208	\$32,436.00
5.4(d)	QA/QC	28	\$9,240.00	0	\$0.00	0	\$0.00	\$0.00	28	\$9,240.00
5.4(e)	Bidding Services	76	\$13,830.00	0	\$0.00	0	\$0.00	\$0.00	76	\$13,830.00
	Total Task 5.4	802	\$134,978.00	0	\$0.00	0	\$0.00	\$0.00	802	\$134,978.00
	TOTAL TASK 5	3,404	\$531,066.00	0	\$0.00	0	\$0.00	\$0.00	3,404	\$531,066.00
6	PACKAGE 2 DESIGN (2 STREETS IDENTIFIED FOR RECONSTRUCTION)									
6.1	Utility Research and Coordination	108	\$16,880.00	0	\$0.00	0	\$0.00	\$0.00	108	\$16,880.00
	6.2 35% Plans, Spec Outline, and Prelim Engineer's Estimate									
6.2(a)	Preparation of 35% PS&E	758	\$116,310.00	0	\$0.00	0	\$0.00	\$0.00	758	\$116,310.00
6.2(b)	QA/QC	8	\$2,640.00	0	\$0.00	0	\$0.00	\$0.00	8	\$2,640.00
	Total Task 6.2	766	\$118,950.00	0	\$0.00	0	\$0.00	\$0.00	766	\$118,950.00
	6.3 65% Plans, Specifications, and Engineer's Estimate									
6.3(a)	35% Comment Resolution	34	\$6,120.00	0	\$0.00	0	\$0.00	\$0.00	34	\$6,120.00
6.3(b)	Preparation of 65% PS&E	538	\$82,970.00	0	\$0.00	0	\$0.00	\$0.00	538	\$82,970.00
6.3(c)	QA/QC	8	\$2,640.00	0	\$0.00	0	\$0.00	\$0.00	8	\$2,640.00
	Total Task 6.3	580	\$91,730.00	0	\$0.00	0	\$0.00	\$0.00	580	\$91,730.00
	6.4 100% / IFB Plans, Specifications, and Engineer's Estimate									
6.4(a)	65% Comment Resolution	68	\$12,240.00	0	\$0.00	0	\$0.00	\$0.00	68	\$12,240.00
6.4(b)	Preparation of Draft 100% PS&E	168	\$26,234.00	0	\$0.00	0	\$0.00	\$0.00	168	\$26,234.00
6.4(c)	Preparation of IFB PS&E	88	\$14,182.00	0	\$0.00	0	\$0.00	\$0.00	88	\$14,182.00
6.4(d)	QA/QC	16	\$5,280.00	0	\$0.00	0	\$0.00	\$0.00	16	\$5,280.00
6.4(e)	Bidding Services	34	\$6,040.00	0	\$0.00	0	\$0.00	\$0.00	34	\$6,040.00
	Total Task 6.4	374	\$63,976.00	0	\$0.00	0	\$0.00	\$0.00	374	\$63,976.00
	TOTAL TASK 6	1,828	\$291,536.00	0	\$0.00	0	\$0.00	\$0.00	1,828	\$291,536.00
7	DESIGN SERVICES DURING CONSTRUCTION									
7.1	Submittal Reviews, RFI Responses, and Other Technical Support	114	\$21,324.00	0	\$0.00	0	\$0.00	\$0.00	114	\$21,324.00
7.2	As-Built Preparation	116	\$19,940.00	0	\$0.00	0	\$0.00	\$0.00	116	\$19,940.00
	Total Task 7	230	\$41,264.00	0	\$0.00	0	\$0.00	\$0.00	230	\$41,264.00
	Total Direct Labor Hours and Cost	7,384	\$1,185,178.00	330	\$35,744.35	150	\$18,150.00	\$120,770.00	7,864	\$1,359,842.35
	Total Other Direct Costs		\$7,635.00		\$3,800.00		\$36,828.00	\$0.00		\$48,263.00
	TOTAL ESTIMATED PROJECT COST		\$1,192,813.00		\$39,544.35		\$54,978.00	\$120,770.00		\$1,408,105.35

MICHAEL BAKER FEE BREAKDOWN

Citywide Street Rehab and Improvement for City of Turlock, Phase 1 - 15 Streets Pavement Rehabilitations		Nabaz Saieed	Oaks/Landis	Jim Porter	TBD	TBD	TBD	Vahid Ganji	TBD	TBD	Aaron Morris	TBD	TBD	TBD	TASK HOURS	TASK COSTS	
		Senior Project Manager	Senior Project Engineer	QA/QC	Project Engineer	Assistant Engineer	Senior Designer	Senior Pavement Engineer	Pavement Engineer	Assistant Pavement Engineer	Senior Lidar Analyst	Lidar Analyst	Lidar Processing Technician	Administration / Junior Engineer			
Hourly Billing Rate		\$ 310.00	\$ 215.00	\$ 330.00	\$ 140.00	\$ 128.00	\$ 165.00	\$ 245.00	\$ 140.00	\$ 126.00	\$ 216.00	\$ 122.00	\$ 80.00	\$ 86.00			
1 PROJECT MANAGEMENT																	
1.1	Project Management	80	80												140	300	\$54,040.00
1.2	Final Scope and Schedule of Deliverables	16	16	8												40	\$11,040.00
1.3	Attend Meetings and Field Review	32	32		16			32								112	\$26,880.00
1.4	Project Progress Reports and Invoicing	24	24											24		72	\$14,664.00
TOTAL TASK 1		152	152	8	16	0	0	32	0	0	0	0	0	164	524	\$106,624.00	
2 PUBLIC OUTREACH																	
2.1	Outreach Management	8													8	\$2,480.00	
2.2	Stakeholder Database														0	\$0.00	
2.3	Community Workshops (2)	16	16	16	40			16							104	\$23,200.00	
2.4	Website Content	4													4	\$1,240.00	
2.5	Social Media Updates	4													4	\$1,240.00	
2.6	Communication Collateral	4													4	\$1,240.00	
2.7	Direct Mail Notification (1)	4													4	\$1,240.00	
TOTAL TASK 2		40	16	16	40	0	0	16	0	0	0	0	0	0	128	\$30,640.00	
3 PRELIMINARY DESIGN																	
3.1	Background Data Collection and Records Review	4	16			32		20	40	40						152	\$24,316.00
3.2	Field Investigation and Visual Pavement Condition Survey	8	16			16		40	20							100	\$20,568.00
3.3	Ground Penetrating Radar (GPR) Data Collection and Analysis	4	8		16			40	40	80						188	\$30,680.00
3.4	Subsurface Investigations	4	8					8	16							36	\$7,160.00
3.5	Pavement Evaluation and Design	4	16					80	40	24						164	\$32,904.00
TOTAL TASK 3		24	64	0	16	48	0	188	156	144	0	0	0	0	640	\$115,628.00	
4 SURVEY																	
4.1	Mobile LIDAR Topo	2	4		16						36	92	396			546	\$54,400.00
4.2	Supplemental Survey and Target Survey	2	2		8											12	\$2,170.00
4.3	Boundary Survey	4	8		48											60	\$9,680.00
4.4	Monument Preservation	2	2		8											12	\$2,170.00
4.5	Topo Field Survey of Curb Ramps (OPTIONAL)															N/A	N/A
4.6	Survey of Drainage Improvements (OPTIONAL)															N/A	N/A
TOTAL TASK 4		10	16	0	80	0	0	0	0	0	36	92	396	0	630	\$68,420.00	
5 PACKAGE 1 DESIGN (13 STREETS)																	
5.1	Utility Research and Coordination	4	24		20	60										108	\$16,880.00
5.2 35% Plans, Spec Outline, and Prelim Engineer's Estimate																	
5.2(a)	Preparation of 35% PS&E	8	160		380	640	140	12	16	4						1360	\$200,784.00
5.2(b)	QA/QC			16												16	\$5,280.00
Total Task 5.2		8	160	16	380	640	140	12	16	4	0	0	0	0	1376	\$206,064.00	
5.3 65% Plans, Specifications, and Engineer's Estimate																	
5.3(a)	35% Comment Resolution	4	16		32			8	8							68	\$12,240.00
5.3(b)	Preparation of 65% PS&E	8	140		300	438	120	12	16							1034	\$155,624.00
5.3(c)	QA/QC			16												16	\$5,280.00
Total Task 5.3		12	156	16	332	438	120	20	24	0	0	0	0	0	1118	\$173,144.00	
5.4 100% / IFB Plans, Specifications, and Engineer's Estimate																	
5.4(a)	65% Comment Resolution	8	32		64			16	16							136	\$24,480.00
5.4(b)	Preparation of Draft 100% PS&E	4	36		130	84	72	12	16							354	\$54,992.00
5.4(c)	Preparation of IFB PS&E	4	20		72	58	24	12	16	2						208	\$32,436.00
5.4(d)	QA/QC			28												28	\$9,240.00
5.4(e)	Bidding Services		24	4	40			6	2							76	\$13,830.00
Total Task 5.4		16	88	0	266	142	96	40	48	2	0	0	0	0	802	\$134,978.00	
TOTAL TASK 5		40	452	64	1038	1280	356	78	90	6	0	0	0	0	3404	\$531,066.00	
6 PACKAGE 2 DESIGN (2 STREETS IDENTIFIED FOR RECONSTRUCTION)																	
6.1	Utility Research and Coordination	4	24		20	60										108	\$16,880.00
6.2 35% Plans, Spec Outline, and Prelim Engineer's Estimate																	
6.2(a)	Preparation of 35% PS&E	4	120		240	260	120	6	8							758	\$116,310.00
6.2(b)	QA/QC			8												8	\$2,640.00
Total Task 6.2		4	120	8	240	260	120	6	8	0	0	0	0	0	766	\$118,950.00	
6.3 65% Plans, Specifications, and Engineer's Estimate																	
6.3(a)	35% Comment Resolution	2	8		16			4	4							34	\$6,120.00
6.3(b)	Preparation of 65% PS&E	4	80		160	180	100	6	8							538	\$82,970.00
6.3(c)	QA/QC			8												8	\$2,640.00
Total Task 6.3		6	88	8	176	180	100	10	12	0	0	0	0	0	580	\$91,730.00	

MICHAEL BAKER FEE BREAKDOWN

Citywide Street Rehab and Improvement for City of Turlock, Phase 1 - 15 Streets Pavement Rehabilitations	Nabaz Saieed	Oaks/Landis	Jim Porter	TBD	TBD	TBD	Vahid Ganji	TBD	TBD	Aaron Morris	TBD	TBD	TBD	TASK HOURS	TASK COSTS
	Senior Project Manager	Senior Project Engineer	QA/QC	Project Engineer	Assistant Engineer	Senior Designer	Senior Pavement Engineer	Pavement Engineer	Assistant Pavement Engineer	Senior Lidar Analyst	Lidar Analyst	Lidar Processing Technician	Administration / Junior Engineer		
Hourly Billing Rate	\$ 310.00	\$ 215.00	\$ 330.00	\$ 140.00	\$ 128.00	\$ 165.00	\$ 245.00	\$ 140.00	\$ 126.00	\$ 216.00	\$ 122.00	\$ 80.00	\$ 86.00		
6.4 100% / IFB Plans, Specifications, and Engineer's Estimate															
6.4(a) 65% Comment Resolution	4	16		32			8	8						68	\$12,240.00
6.4(b) Preparation of Draft 100% PS&E	2	24		50	50	24	6	8	4					168	\$26,234.00
6.4(c) Preparation of IFB PS&E	2	16		24	24	16	2	4						88	\$14,182.00
6.4(d) QA/QC			16											16	\$5,280.00
6.4(e) Bidding Services		12	2	20										34	\$6,040.00
Total Task 6.4	8	68	18	126	74	40	16	20	4	0	0	0	0	374	\$63,976.00
TOTAL TASK 6	22	300	34	562	574	260	32	40	4	0	0	0	0	1828	\$291,536.00
7 DESIGN SERVICES DURING CONSTRUCTION															
7.1 Submittal Reviews, RFI Responses, and Other Technical Support	2	40			32		24	8	8					114	\$21,324.00
7.2 As-Built Preparation		16				100								116	\$19,940.00
Total Task 7	2	56	0	0	32	100	24	8	8	0	0	0	0	230	\$41,264.00
Total Direct Labor Hours and Cost	290	1056	122	1752	1934	716	370	294	162	36	92	396	164	7384	\$1,185,178.00

TOTAL LABOR COST: \$1,185,178.00

SUBTOTAL OTHER DIRECT COSTS: \$7,635.00

TOTAL ESTIMATED COST: \$1,192,813.00

COST PROPOSAL: OTHER DIRECT COSTS

Michael Baker International, Inc.
Primary Consultant

Item:	Unit Description	#units	unit price	Cost
Mileage	2022 IRS Mileage Rate	1,000	\$0.59	\$585.00
Travel				\$1,100.00
Lodging				\$950.00
Postage/Delivery				\$200.00
Reproduction				\$1,000.00
Ground Penetrating Radar	Cost per day	2	\$1,900.00	\$3,800.00
TOTAL OTHER DIRECT COSTS				\$7,635.00

AIM CONSULTING FEE BREAKDOWN

Citywide Street Rehab and Improvement for City of Turlock, Phase 1 - 15 Streets Pavement Rehabilitations		Gladys Cornell	TBD	TBD	TBD	TBD		
		Outreach Oversight	Graphics Designer	Senior Outreach Manager	Outreach Manager	Outreach Coordinator	TASK HOURS	TASK COSTS
Hourly Billing Rate		\$ 173.62	\$ 118.22	\$ 115.75	\$ 96.94	\$ 76.78		
2	PUBLIC OUTREACH							
2.1	Outreach Management	8	0	10	0	0	18	\$2,546.46
2.2	Stakeholder Database	2	0	8	11	15	36	\$3,491.28
2.3	Community Workshops (2)	22	8	37	33	50	150	\$16,086.17
2.4	Website Content	2	2	8	4	8	24	\$2,511.68
2.5	Social Media Updates	4	0	12	14	14	44	\$4,515.56
2.6	Communication Collateral	4	6	14	10	6	40	\$4,454.38
2.7	Direct Mail Notification (1)	2	6	6	4	0	18	\$2,138.82
TOTAL TASK 2		44	22	95	76	93	330	\$35,744.35
Total Direct Labor Hours and Cost		44	22	95	76	93	330	\$35,744.35

TOTAL LABOR COST: \$35,744.35

SUBTOTAL OTHER DIRECT COSTS: \$3,800.00

TOTAL ESTIMATED COST: \$39,544.35

COST PROPOSAL: OTHER DIRECT COSTS

AIM Consulting

Sub

Item:	Unit Description	#units	unit price	Cost
Mileage	2022 IRS Mileage Rate	513	\$0.59	\$300.00
Meeting Expenses				\$500.00
Printed Materials				\$1,000.00
Direct Mail				\$1,500.00
Notification Materials				\$500.00
Other (specify)				
TOTAL OTHER DIRECT COSTS				\$3,800.00

CRAWFORD AND ASSOCIATES FEE BREAKDOWN

Citywide Street Rehab and Improvement for City of Turlock, Phase 1 - 15 Streets Pavement Rehabilitations	Shawn Leyva	TBD	TBD	TBD	TBD	TBD	TASK HOURS	TASK COSTS
	Project Manager	Project Engineer II	Project Engineer I	Staff Engineer	Admin	Soils Technician		
Hourly Billing Rate	\$ 175.00	\$ 145.00	\$ 135.00	\$ 115.00	\$ 90.00	\$ 115.00		
3 PRELIMINARY DESIGN								
3.1 Background Data Collection and Records Review							0	\$0.00
3.2 Field Investigation and Visual Pavement Condition Survey							0	\$0.00
3.3 Ground Penetrating Radar (GPR) Data Collection and Analysis							0	\$0.00
3.4 Subsurface Investigations	12	4	8	42	4	80	150	\$18,150.00
3.5 Pavement Evaluation and Design							0	\$0.00
TOTAL TASK 3	12	4	8	42	4	80	150	\$18,150.00
Total Direct Labor Hours and Cost	12	4	8	42	4	80	150	\$18,150.00
							TOTAL LABOR COST:	\$18,150.00
							SUBTOTAL OTHER DIRECT COSTS:	\$36,828.00
							TOTAL ESTIMATED COST:	\$54,978.00

COST PROPOSAL: OTHER DIRECT COSTS

Crawford and Associates

Sub

Item:	Unit Description	#units	unit price	Cost
Mileage	2022 IRS Mileage Rate	390	\$0.59	\$228.00
Core Machine and Generator	Cost per Day	5	\$2,500.00	\$12,500.00
Core Machine Bit	Cost per inch	90	\$3.00	\$270.00
Hand Auger	Cost Per Day	5	\$150.00	\$750.00
Backfill	Cost per Bag	10	\$8.00	\$80.00
Traffic Control (Major)	Cost per Day	5	\$2,500.00	\$12,500.00
R-Value Test	Cost per Test	30	\$350.00	\$10,500.00
TOTAL OTHER DIRECT COSTS				\$36,828.00

HOURLY RATE SCHEDULE

January 1, 2022, through December 31, 2022

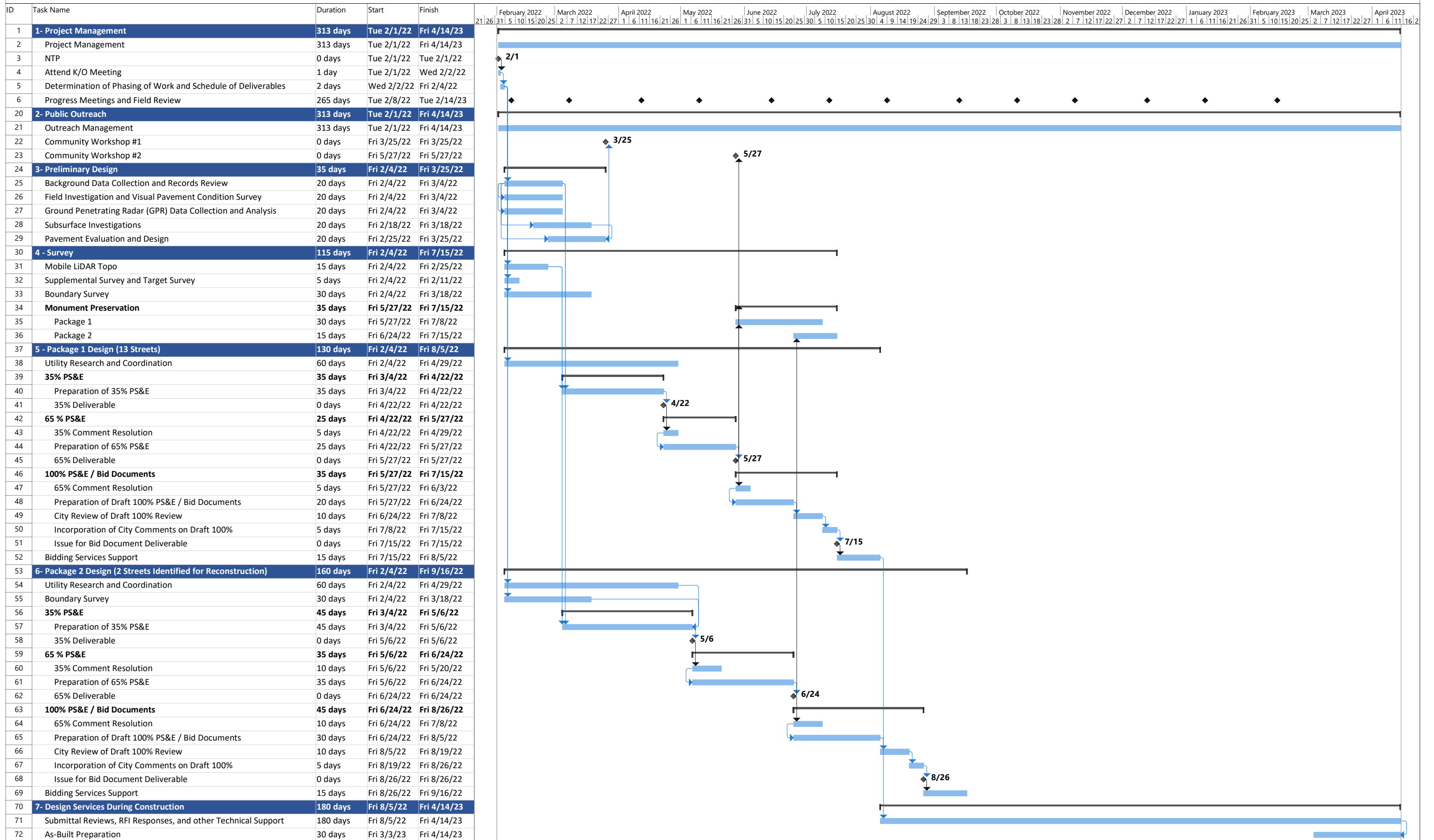
PERSONNEL	\$/ Hour
Principal	\$290.00 - \$360.00
Senior Project Manager/Senior Engineer/Environmental Manager	\$215.00 - \$310.00
Project Manager/Structural Engineer/Technical Manager	\$180.00 - \$270.00
Project Engineer/Pavement Engineer/Senior Designer	\$140.00 - \$190.00
Assistant Engineer/Assistant Pavement Engineer.....	\$125.00 - \$170.00
Environmental Analyst/ Assistant Planner/Project Control Specialist	\$125.00 - \$160.00
Designer/GIS Analyst/Graphic Artist/Environmental Analyst/LiDAR Analyst	\$110.00 - \$150.00
Junior Engineer	\$80.00 - \$150.00
Administrative Support	\$80.00 - \$130.00
LiDAR Processing Technician	\$75.00 - \$125.00

Placement of individual staff within the rate ranges provided above are determined by skill level and years of experience.

Note: The hourly rates shown above are subject to a five percent (5%) annual escalation commencing January 1, 2023. Blueprinting, reproduction, messenger service, and other direct expenses will be charged as direct cost. Travel related expenses (airfare, hotel, and per diem) will be charged at direct cost. Overtime will be billed in accordance with Fair Labor Standards Act (FLSA) requirements.

Turlock Project Schedule

January 19, 2022



City of Turlock - Construction Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24
1	City of Turlock Pavement Improvement Project	349 days	Fri 7/15/22	Mon 12/4/23																								
2	Complete Package I Design	0 days	Fri 7/15/22	Fri 7/15/22																								
3	Notice to Proceed	0 days	Fri 7/15/22	Fri 7/15/22																								
4	Storm Water Pollution Prevention Plan	0 days	Fri 7/15/22	Fri 7/15/22																								
5	CPM Baseline Schedule	0 days	Fri 7/15/22	Fri 7/15/22																								
6	Materials Submittals	0 days	Fri 7/15/22	Fri 7/15/22																								
7	Environmental Training	0 days	Fri 7/15/22	Fri 7/15/22																								
8	Mobilization	1 day	Mon 7/18/22	Mon 7/18/22	3																							
9	Verify Utilities	5 days	Tue 7/19/22	Mon 7/25/22	8																							
10	Environmental Protection	2 days	Tue 7/19/22	Wed 7/20/22	8																							
11	PACKAGE I	337 days	Tue 7/26/22	Mon 11/27/23	9																							
12	Group 1 - Improvements	337 days	Tue 7/26/22	Mon 11/27/23																								
13	Delbon Ave	80 days	Tue 7/26/22	Thu 11/17/22	9,10																							
14	Mira Flores Dr	166 days	Tue 7/26/22	Tue 3/28/23	9,10																							
15	20th Century Blvd	149 days	Tue 7/26/22	Fri 3/3/23	9,10																							
16	East Ave	337 days	Tue 7/26/22	Mon 11/27/23	9,10																							
17	Carrigan St	79 days	Tue 7/26/22	Wed 11/16/22	9,10																							
18	Old Vineyard Rd	78 days	Tue 7/26/22	Tue 11/15/22	9,10																							
19	Corello St	94 days	Tue 7/26/22	Fri 12/9/22	9,10																							
20	Group 2 - Improvements	219 days	Tue 7/26/22	Tue 6/13/23																								
21	Julian St	173 days	Tue 7/26/22	Fri 4/7/23	9,10																							
22	Spruce St	107 days	Tue 7/26/22	Thu 12/29/22	9,10																							
23	Flower St	219 days	Tue 7/26/22	Tue 6/13/23	9,10																							
24	N Orange St	62 days	Tue 7/26/22	Fri 10/21/22	9,10																							
25	Park St	202 days	Tue 7/26/22	Thu 5/18/23	9,10																							
26	Locust St	102 days	Tue 7/26/22	Wed 12/21/22	9,10																							
27	Complete Package II Design	29 days	Tue 7/19/22	Fri 8/26/22	8																							
28	PACKAGE II	192 days	Mon 8/29/22	Thu 6/8/23																								
29	Wayside Drive Improvements	192 days	Mon 8/29/22	Thu 6/8/23	27																							
30	Fosberg Road Improvements	156 days	Mon 8/29/22	Tue 4/18/23	27																							
31	Punch List	2 days	Tue 11/28/22	Wed 11/29/23	29,30,31																							
32	Proposed Final Estimate	1 day	Thu 11/30/22	Thu 11/30/23	31																							
33	Final Payment	1 day	Fri 12/1/23	Fri 12/1/23	32																							
34	Demobilization	1 day	Mon 12/4/23	Mon 12/4/23	33																							
35	End Project	0 days	Mon 12/4/23	Mon 12/4/23	34																							

Project: Turlock_Pavement_Imp Date: Tue 1/18/22	Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Critical Split	
	Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline		Progress	
	Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Critical		Manual Progress	



**AMENDMENT NO. 1
to the
AGREEMENT BETWEEN THE CITY OF TURLOCK
and
MICHAEL BAKER INTERNATIONAL, INC.
for
PROFESSIONAL SERVICES (City Contract No. 2022-45)**

City Project No. 22-001

THIS AMENDMENT NO. 1 to City Contract No. 2022-45 is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation ("Professional"), on this _____ day of _____ 2022 (the "Effective Date of Amendment No. 1"). City and Professional may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Amendment No. 1.

WHEREAS, the Parties hereto previously entered into an Agreement (City Contract No. 2022-45) dated November 9, 2021, for professional services to assist City with planning and preliminary design for the City's Roads Program ("Agreement"); and

WHEREAS, the Agreement included a task to identify and design certain streets for repair during the 2022 construction season, but deferred approval of scope and fee to a later date when adequate data is available.

NOW, THEREFORE, the Parties hereto mutually agree to amend the Agreement as follows:

1. Exhibit B, attached hereto and incorporated herein by reference, is hereby added to the Agreement.
2. Paragraph A of the Agreement is amended as follows:
 - A.** City seeks to hire an independent contractor to perform professional services to assist City with City Project No. 21-039 "Planning and Preliminary Design of 2022 Projects for Roads Program" and City Project No. 22-001 "Design of Projects for 2022 Construction for Roads Program" (collectively, the "Project").
3. Paragraph B of the Agreement is amended as follows:

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibit A** and **Exhibit B** attached hereto and incorporated herein by reference (“Services”). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

4. Paragraph C of the Agreement is amended as follows:

C. The Parties have outlined the schedule or timeline for providing the Services (“Completion Schedule”), which shall be included in the Scope of Services in **Exhibit A** and **Exhibit B**.

5. Paragraph D of the Agreement is amended as follows:

D. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in the Scope of Services in **Exhibit A** and **Exhibit B**.

6. Section 2 of the Agreement is amended as follows:

2. Term. The term of this Agreement will commence on the Effective Date and terminate on 9th day of May 2024 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

7. Section 5 of the Agreement is amended as follows:

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibit A** and **Exhibit B**. Any request for Services not included in **Exhibit A** and **Exhibit B** will be considered a request for additional or modified Services (“Modification” or “Modifications”). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

5.2. City Requested Modification of Services. City may, by written order, authorize Modifications to the Services described in **Exhibit A** and **Exhibit B**. If such Modifications cause an increase in the cost or time required for performance of Professional’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

8. Section 6 of the Agreement is amended as follows:

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days’ written notice to City. Increases may

not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed Eight-Hundred-Forty-Four Thousand Six-Hundred-Forty-Two Dollars and Fifty Cents (\$844,642.50) for City Project No. 21-039, One Million Three-Hundred-Fifty Thousand Nine-Hundred-Thirty-Five Dollars and Thirty-Five Cents (\$1,350,935.35) for City Project No. 22-001, and Two Million One-Hundred-Ninety-Five Thousand Five-Hundred-Seventy-Seven Dollars and Eighty-Five Cents (\$2,195,577.85) for the Agreement ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

9. Section 25 of the Agreement is amended as follows:

25.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars (\$2,000,000) for Services in **Exhibit A** and Four Million Dollars (\$4,000,000) for Services in **Exhibit B**.

10. All other terms and conditions of the Agreement shall remain in full force and effect for the Term of the Agreement.

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

{Signatures on Following Page}

PROFESSIONAL

**Michael Baker International, Inc., a
Pennsylvania corporation**

By: _____
Jim Porter, Vice President

Date _____

CITY

**City of Turlock, a California
municipal corporation**

By: _____
Sarah Tamey Eddy, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Katie Quintero, Deputy Development Services,
Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, Interim City Clerk

City Council Staff Report

January 25, 2022



From: Dan Madden, Interim Municipal Services Director

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

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Option 1:

Motion: Approving Amendment No. 2 with Carollo Engineers of Walnut Creek, California, in the amount of \$799,475 (Fund 410), bringing the contract total to \$1,767,849, for design, engineering services during construction, construction management services, and SCADA programming and integration services for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF"

Resolution: Appropriating \$1,247,000 to account number 410-51-534.51342, "Chemical Equipment Replacement" to be funded from Fund 410 – Water Quality Control (WQC) unallocated reserves for engineering, construction management, and SCADA programming services by Carollo Engineers for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF"

< OR >

Option 2:

Motion: Approving Amendment No. 2 with Carollo Engineers of Walnut Creek, California, in the amount of \$145,843 (Fund 410), bringing the contract total to \$1,114,247, for design, engineering services during construction, construction management services, and SCADA programming and integration services for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF"

Resolution: Appropriating \$593,000 to account number 410-51-534.51342, "Chemical Equipment Replacement" to be funded from Fund 410 – Water Quality Control (WQC) unallocated reserves for engineering, construction management, and SCADA programming services by

Carollo Engineers for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF"

2. SYNOPSIS:

This item includes two options for approval of Amendment No. 2 with Carollo Engineers for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF."

3. DISCUSSION OF ISSUE:

BACKGROUND

The City of Turlock owns and maintains the Regional Water Quality Control Facility (RWQCF), which treats wastewater from the City's current population of 73,556 along with industries, businesses, California State University, Stanislaus, and the neighboring Community Service Districts of Denair and Keyes, and primary treated wastewater from the City of Ceres. Throughout the wastewater treatment process, chemicals are added to improve water quality. The RWQCF currently uses coagulant chemicals to aid in the removal of suspended solids, chlorine to inactivate pathogenic organisms, and dechlorination chemicals to remove chlorine compounds before being discharged to receiving waters. Each of these systems is required to meet the City's waste discharge requirements set forth by the State Water Resource Control Board.

On June 23, 2020, the City Council approved an agreement with Carollo Engineers of Walnut Creek, California, in the amount of \$726,784 for professional engineering design, engineering services during construction, and construction management for a chemical system upgrades project. Carollo Engineers has completed a comprehensive preliminary design evaluation which found that the capital costs to rehabilitate the current chlorine gas system or install a new sodium hypochlorite system in the existing chlorine gas building is similar. While the annual chemical cost is slightly higher using sodium hypochlorite, the reduced safety concern and reporting requirements for sodium hypochlorite outweighs the increase in the annual chemical cost of sodium hypochlorite.

On December 8, 2020, the City Council approved Amendment No. 1 with Carollo Engineers in the amount of \$241,590 for additional work related to final design tasks identified as being necessary as the option to convert to sodium hypochlorite in lieu of rehabilitating the existing chlorine disinfection system. Carollo Engineers completed the final design plans and the construction project was advertised for construction and subsequently awarded to Pacific Infrastructure Group on June 22, 2021 in the amount of \$4,560,865. The project includes the following scope of work:

- Removal of chlorine chemical storage cylinders, chlorinators, and related mechanical, electrical, and instrumentation improvements and installing four

(4) sodium hypochlorite tanks with reinforced foundations, chemical pumps, and providing related mechanical, electrical and instrumentation improvements to convert the existing chlorine chemical treatment system to sodium hypochlorite.

- Modifying the coagulant storage facility to utilize sodium bisulfate coagulant to be compatible with the chemical conversion.

AMENDMENT NO. 2

Supervisory Control and Data Acquisition (SCADA) technology is comprised of hardware, software, and protocols to remotely monitor and retrieve data, create logs, send information and alarms, and in some cases, operate critical equipment that support the City's water, sewer, storm, and wastewater treatment services. The City of Turlock is in the midst of a SCADA platform change for existing potable water tanks, existing potable water well sites, and the new surface water distribution system improvements project. The City has separately contracted with Carollo Engineers to evaluate new SCADA technology and SCADA standards. This evaluation reviewed the City's current platform consisting of HSQ Technology (HSQ) hardware and software for control at the Regional Water Quality Control Facility (RWQCF), remote stormwater, wastewater, and potable water sites. The HSQ SCADA system is a proprietary system comprised of tightly integrated software and hardware components. The proprietary nature of the system software and hardware cannot effectively be separated, as opposed to an open integrated system. Program modifications and maintenance of the HSQ system require specifically trained in-house staff or HSQ to make changes, eliminating market competition where open systems can be serviced by many instrumentation and control systems contractors. Carollo Engineers assisted City staff in evaluating other available SCADA platforms that are non-proprietary in nature that offer modern technological benefits. City staff identified VTScada as the platform of choice to replace HSQ. The City Council approved an amendment to Carollo Engineers' agreement for design services of City Project No. 18-69 "Surface Water Distribution System Improvements" on March 23, 2021 in the amount of \$1,896,809, of which \$1,526,132 is for SCADA programming and implementation for the new VTScada system to be placed into service for all existing water tank sites, well sites, and the future surface water distribution system improvements project, currently under construction (tank and pump station).

While considerable effort and resources have been identified to replace HSQ with VTScada for existing water tank, well sites, and the surface water distribution system improvements, the original intent of City Project No. 20-032 "Chemical System Upgrades Project at RWQCF" was to add the new sodium hypochlorite treatment system to the existing HSQ SCADA platform at the RWQCF. An exhaustive study has not been completed, though it is estimated that the cost to replace the HSQ system at the RWQCF with the new VTScada platform would cost between \$3,000,000 to \$5,000,000, and staff has not identified a funding plan to replace the

HSQ SCADA platform at RWQCF. The reason the cost to switch HSQ to VTScada at the RWQCF is so high is that RWQCF consists of dozens of pieces of mechanical and electrical equipment that communicate through the HSQ platform with one another.

The subject project was bid with a bid item allowance of \$277,710 for Remote Telemetry Unit (RTU) and SCADA work by HSQ Technologies, as described in a quote received March 30th, 2021. However, after submitting the quote that was used as the basis of the bid allowance of the City's project, HSQ Technologies discovered some necessary work that they had not considered in their quote. HSQ withdrew their previous quote of \$277,710 and provided a revised quote in the amount of \$398,230. As the cost increase is much higher than anticipated for the amount of work required, City staff began researching what would be required to bypass HSQ while still providing SCADA for the improvements to be constructed with City Project No. 20-032 "Chemical System Upgrades Project at RWQCF". City staff reached out to Carollo Engineers for assistance, and two potential options have been identified:

- *Option 1 (Recommended) – Replace HSQ with VTScada for the entire tertiary treatment system*

RWQCF costs of three treatment types; primary, secondary, and tertiary treatment. Primary treatment removes material that will either float or readily settle out by gravity and includes the physical processes of screening, grit removal, and sedimentation. Secondary treatment removes the soluble organic matter and some suspended solids that escapes primary treatment through the use biotowers, digesters, aeration basins, and clarifiers which provides an environment where microbes consume the organic impurities as food, converting them into carbon dioxide, water, and energy for their own growth and reproduction. Tertiary treatment removes additional suspended solids and organic material through the use of high rate flocculation and sedimentation, cloth filters, and chlorine disinfection, followed by dechlorination.

Carollo Engineers has provided a proposed scope of work and not-to-exceed cost to provide the necessary programming and implementation of a new VTScada system for the entire tertiary treatment, to include not only the future sodium hypochlorite system, but also the tertiary cloth filters, high rate flocculation/sedimentation system, dechlorination system, and ancillary equipment. The scope includes workshops, network design, programming twenty one (21) separate programmable logic controllers (PLC), developing human machine interface (HMI) screens, reviewing hardware and software submittals from the contractor, testing, startup and commissioning, and Operation and Maintenance (O&M) manuals. The scope of services is detailed in the exhibit to the proposed Amendment No. 2 (Option 1) and consists of an estimated 3,164 hours of work by technicians, programmers,

and senior level engineering professionals at a not-to-exceed cost of \$799,475.

The advantage of selecting this option include:

- Bypass HSQ and redirect their proposed programming costs for the sodium hypochlorite system, which are higher than anticipated for the work to be done, to Carollo Engineers at a greater value to the City.
- Implement the preferred, non-proprietary VTScada platform in lieu of HSQ for not the sodium hypochlorite system provided under City Project No. 20-032 "Chemical System Upgrades Project at RWQCF," as well as for the entire tertiary treatment system, including high rate flocculation and sedimentation, cloth filters, and disinfection.

The disadvantages of this option include:

- Additional costs, estimated to be a net increase of \$591,765, calculated as follows:

$$\$591,765 = \$799,475 (A) + \$50,000 (B) + \$20,000 (C) - \$277,710 (D)$$

(A) Carollo Engineers Amendment No. 2

(B) Estimated cost of electrical work and equipment to be provided by the construction contractor, Pacific Infrastructure Corporation. No change order is necessary to be approved, as this can be paid for under the existing contract bid item allowance

(C) Process control switches, VTScada Workstation, and tablet computers purchased by City

(D) Bid allowance for HSQ's original scope and fee for SCADA programming of sodium hypochlorite system

- *Option 2 – Carollo Engineers provide programming and implementation of SCADA on HSQ platform for sodium hypochlorite system*

The scope of City Project No. 20-032 "Chemical System Upgrades Project at RWQCF" was set up to provide a PLC that does not need to be programmed by HSQ, in anticipation of a future change in SCADA platform to VTScada. However, the PLC communicates with the HSQ system on the back end, therefore, this option would still provide the legacy HSQ platform for the sodium hypochlorite system. Carollo Engineers has provided a scope and not-to-exceed cost to provide programming of the sodium hypochlorite system on the existing, legacy HSQ SCADA platform as detailed in the exhibit to the proposed Amendment No. 2 (Option 2) and consists of an estimated 549 hours of work by technicians, programmers, and senior level engineering professionals at a not-to-exceed cost of \$145,843.

The advantage of selecting this option include:

- Bypass HSQ and redirect their costs for providing the SCADA programming work for the sodium hypochlorite system to Carollo Engineers, resulting in a net decrease in cost to the City of \$131,867, calculated as follows:

$$-\$131,867 = \$145,843 (A) - \$277,710 (B)$$

(A) Carollo Engineers not-to-exceed cost to provide programming of the sodium hypochlorite system on the existing, legacy HSQ SCADA platform.

(B) Bid allowance for HSQ’s original scope and fee for SCADA programming of sodium hypochlorite system

The disadvantages of this option include:

- Utilize the legacy HSQ platform for the new sodium hypochlorite treatment system
- Continue to rely on HSQ SCADA platform for existing tertiary treatment system

Carollo Engineers Agreement History (Option 1):

	Amount	City Council Meeting
Original Contract Amount	\$ 726,784	June 23, 2020
Amendment No. 1	\$ 241,590	December 8, 2020
Amendment No. 2	\$ 799,475	January 25, 2022
Adjusted Contract Amount	\$ 1,767,849	

< **OR** >

Carollo Engineers Agreement History (Option 2):

	Amount	City Council Meeting
Original Contract Amount	\$ 726,784	June 23, 2020
Amendment No. 1	\$ 241,590	December 8, 2020
Amendment No. 2	\$ 145,843	January 25, 2022
Adjusted Contract Amount	\$ 1,114,247	

4. BASIS FOR RECOMMENDATION:

- A. The SCADA programming tasks included with Carollo Engineers' Amendment No. 2 will replace work that was originally thought to be performed by HSQ and will result in either the entire tertiary system moved to the City's new SCADA platform, VTScada, or result in a cost savings to move the sodium hypochlorite treatment system to the legacy HSQ SCADA platform, depending on which option is selected by Council.
- B. Per Turlock Municipal Code Section 2-7-08(e), the City Council must approve contracts for professional consulting services when the amount exceeds \$50,000.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

This project spans from Fiscal Year 2020-2021 into the current Fiscal Year 2021-2022. Expenses paid to Carollo Engineers for their work on the subject project have been charged to account number 410-51-534.51342, "Chemical Equipment Replacement." However there is a \$0 balance in the Fiscal Year budget and an appropriation is needed. The amount of the appropriation varies depending on the option selected for Amendment No. 2, as per the two tables below.

Option 1 (Recommended) – Replace HSQ with VTScada for the entire tertiary treatment system

Carollo Engineers Adjusted Contract Amount	\$ 1,767,849	A
Amount paid prior to Fiscal Year 2021-2022	\$ 521,417	B
Amount to be paid in Fiscal Year 2021-2022	\$ 1,246,432	C = A – B
Appropriation requested (rounded)	\$ 1,247,000	D = C (rounded)

Option 2 – Carollo Engineers provide programming and implementation of SCADA on HSQ platform for sodium hypochlorite system

Carollo Engineers Adjusted Contract Amount	\$ 1,114,247	A
Amount paid prior to Fiscal Year 2021-2022	\$ 521,417	B
Amount to be paid in Fiscal Year 2021-2022	\$ 592,830	C = A – B
Appropriation requested (rounded)	\$ 593,000	D = C (rounded)

6. STAFF RECOMMENDATION:

Staff recommends approval of Amendment No. 2 per Option 1 (Replace HSQ with VTScada for the entire tertiary treatment system) as described above.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

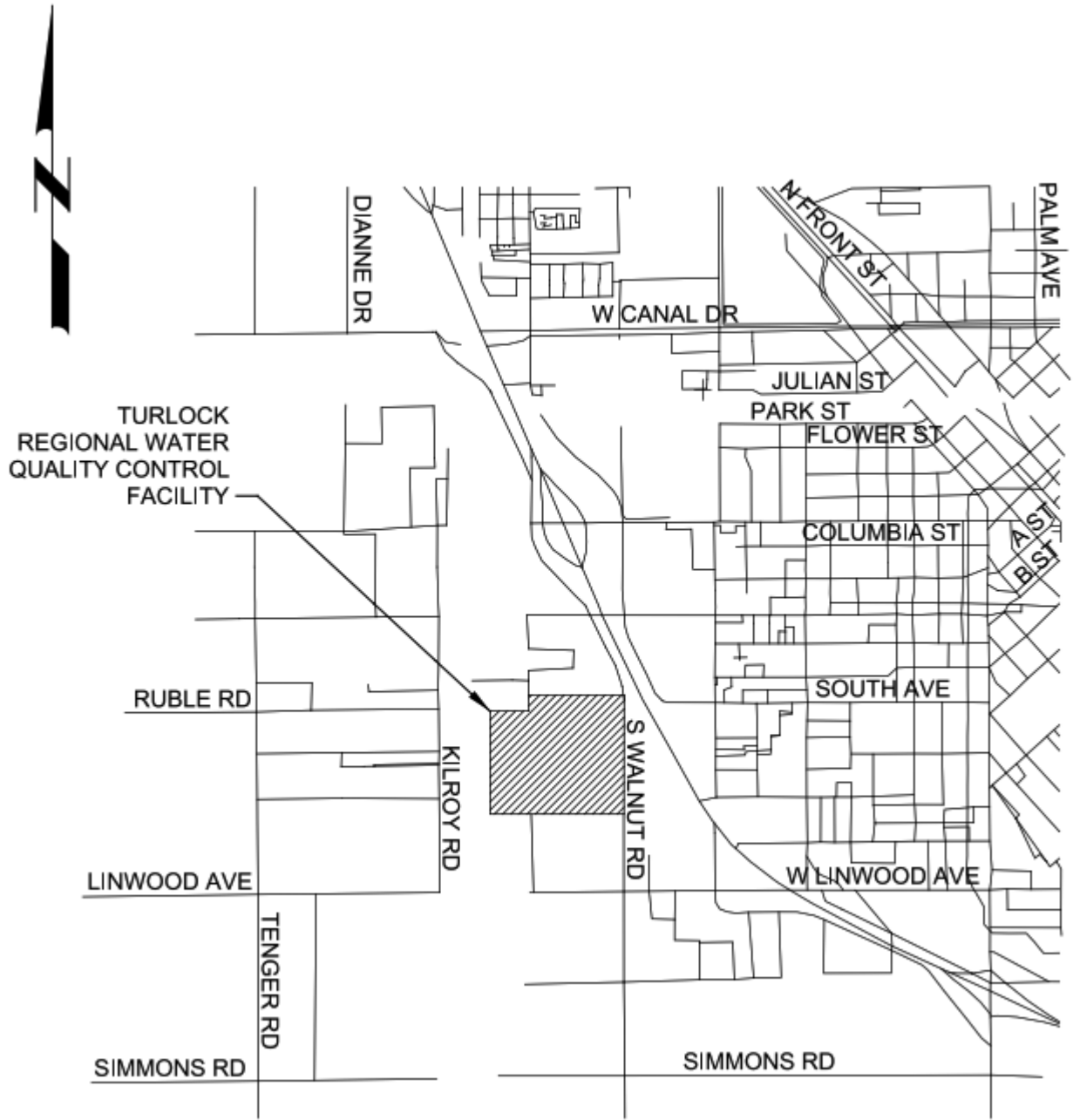
8. ENVIRONMENTAL DETERMINATION:

Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines categorically exempts projects that consist of replacement or reconstruction of existing structures and facilities where the new structure or facility will be located on the same site as that which was replaced and will have substantially the same purpose and capacity. This project involves the removal of an existing chemical system treatment and replaces it with another chemical system treatment within existing buildings located at the RWQCF. This project does not add additional capacity to the overall capacity of the RWQCF nor does not alter the purpose or intent of this facility.

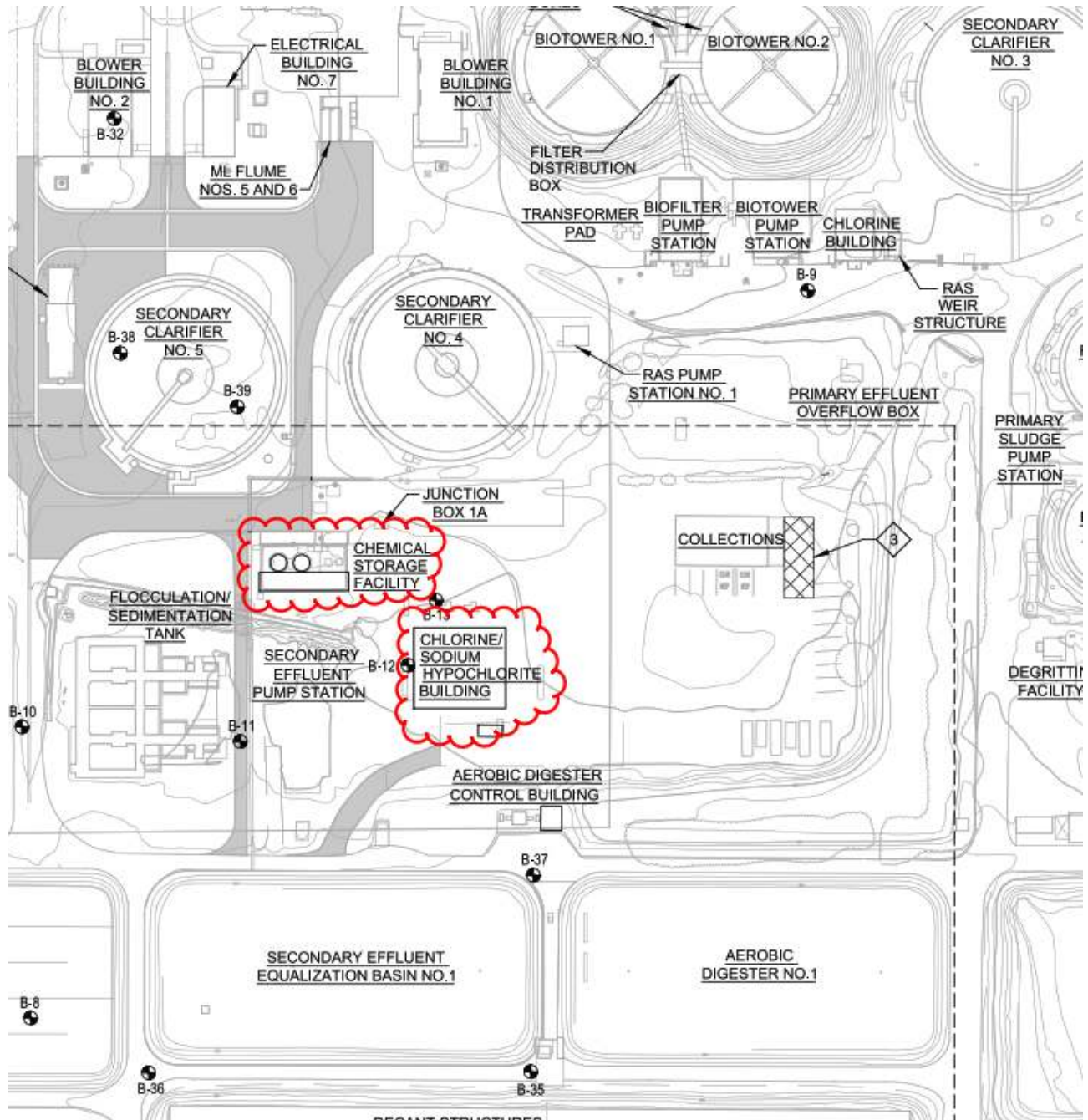
9. ALTERNATIVES:

- A. Council could approve Amendment No. 2, Option 1 (Replace HSQ with VTScada for the entire tertiary treatment system). Staff recommends this alternative to provide the new non-proprietary VTScada platform for the tertiary treatment system, as moving to VTScada will allow for an improved, modern SCADA system as well as allow the system to be maintained and expanded on by other companies as needed in the future, allowing for more open competition and better pricing.
- B. Council could approve Amendment No. 2, Option 2 (Carollo Engineers provide programming and implementation of SCADA on HSQ platform for sodium hypochlorite system). Staff does not recommend this alternative as it would result in the legacy HSQ SCADA system being implemented for the new sodium hypochlorite facility, albeit it a lower cost than if programming was provided by HSQ.
- C. Council could direct staff to issue a RFP to seek proposals from other consultants for programming and SCADA implementation involved with either Option 1 or Option 2. Staff does not recommend this alternative because Carollo Engineers prepared the SCADA master plan for transitioning from HSQ to VTScada, was awarded an amendment for providing programming and SCADA implementation work at existing water tank sites, potable well sites, and the surface water system improvements project, and are best positioned

to meet the technical requirements and complete the necessary work on time and in parallel with the current construction work at RWQCF.



Project Vicinity Map



Project Location Map

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2022-
\$1,247,000 TO ACCOUNT NUMBER	}	
410-51-534.51342, "CHEMICAL EQUIPMENT	}	
REPLACEMENT" TO BE FUNDED FROM FUND	}	
410 – WATER QUALITY CONTROL (WQC)	}	
UNALLOCATED RESERVES FOR	}	
ENGINEERING, CONSTRUCTION	}	
MANAGEMENT, AND SCADA PROGRAMMING	}	
SERVICES BY CAROLLO ENGINEERS FOR CITY	}	
PROJECT NO. 20-032 "CHEMICAL SYSTEM	}	
UPGRADES PROJECT AT RWQCF"	}	

WHEREAS, by separate action, Council is requested to approve Amendment No. 2 in the amount of \$799,475 (Fund 410) for design, engineering services during construction, construction management services, and SCADA programming and integration services for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF," bringing the contract total to \$1,767,849; and

WHEREAS, expenses paid to Carollo Engineers for their work on City Project No. 20-032 have been charged to account number 410-51-534.51342, "Chemical Equipment Replacement"; and

WHEREAS, there is a \$0 balance in the Fiscal Year 2021-2022 budget in account number 410-51-534.51342, "Chemical Equipment Replacement"; and

WHEREAS, the amount of the requested appropriation is calculated as per the table below; and

Carollo Engineers Adjusted Contract Amount	\$ 1,767,849	A
Amount paid prior to Fiscal Year 2021-2022	\$ 521,417	B
Amount to be paid in Fiscal Year 2021-2022	\$ 1,246,432	C = A – B
Appropriation requested (rounded)	\$ 1,247,000	D = C (rounded)

WHEREAS, there is sufficient funding in Fund 410 – Water Quality Control (WQC) unallocated reserves to provide the balance of funding needed for Carollo Engineers' agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$1,247,000 to account number 410-51-534.51342, "Chemical Equipment Replacement" to be funded from Fund 410 – Water Quality Control (WQC) unallocated reserves for engineering, construction management, and SCADA programming services by Carollo Engineers for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of January, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



AMENDMENT NO. 2
to the
Agreement between the
CITY OF TURLOCK
and
CAROLLO ENGINEERS
For
ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR CHEMICAL
SYSTEM UPGRADES PROJECT AT THE REGIONAL WATER QUALITY CONTROL
FACILITY
CITY CONTRACT 2020-87

THIS AMENDMENT NO. 2, dated January 25, 2022, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **CAROLLO ENGINEERS**, (hereinafter "PROFESSIONAL").

WHEREAS, the parties hereto previously entered into an Agreement dated June 23, 2020, whereby CONTRACTOR would perform Engineering and Construction Management Services for Chemical System Upgrades Project at the Regional Water Quality Control Facility, (hereinafter the "Agreement"); and

WHEREAS, on December 8, 2020, the parties entered into Amendment No. 1 to the Agreement dated June 23, 2020, whereby CONTRACTOR was to perform additional work in accordance with Exhibit B to Amendment No. 1.

NOW, THEREFORE, the parties hereto mutually agree to further amend said Agreement as follows:

1. Paragraph 5 of the Agreement is amended to read as follows:

"1. **SERVICES:** CONTRACTOR shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide Engineering and Construction Management Services for Chemical System Upgrades Project at the Regional Water Quality Control Facility services and shall perform such services in accordance with the specifications attached hereto as Exhibit A.

In addition to the Scope of Work attached as Exhibit A to the Agreement, CONTRACTOR shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, to complete the original scope of services, the scope of services set forth in Amendment No. 1 as Exhibit B, and the added scope of

services attached to this Amendment No. 2 as Exhibit C, which are necessary and required to provide Engineering and Construction Management Services for Chemical System Upgrades Project at the Regional Water Quality Control Facility services, and shall perform such services in accordance with the specifications attached to the Agreement, Amendment No. 1, and this Amendment No. 2.”

2. Paragraph 6 of the Agreement is amended to read as follows:

”4. **COMPENSATION:** CITY agrees to pay CONTRACTOR additional compensation in the amount of Seven Hundred Ninety Nine Thousand Four Hundred Seventy Five and No/100^{ths} Dollars (\$799,475.00) in accordance with Exhibit C attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement, Amendment No. 1 and this Amendment No. 2 shall not exceed One Million Seven Hundred Sixty Seven Thousand Eight Hundred Forty Nine and No/100^{ths} Dollars (\$1,767,849.00). Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement, Amendment No. 1 and this Amendment No. 2.”

3. 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

CAROLLO ENGINEERS

By: _____
Sarah Tamey Eddy, Interim City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

By: _____
Dan Madden, Interim Municipal Services Director

Date: _____

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, Interim City Clerk

EXHIBIT C



WQCF CHEMICAL SYSTEM UPGRADES (2020-87) **PLC/HMI PROGRAMMING/INTEGRATION SCOPE OF SERVICES AND FEE** **October 25, 2021**

TASK 1 Project Management

1.1 Project Management Plan

CONSULTANT will provide the following project management elements:

1. Schedule – tasks, meetings, milestones, delivery dates and regular monthly meetings
Project Staffing – Project manager will manage project staffing to complete project.

1.2 Project Control Reporting & Invoicing

CONSULTANT will submit monthly progress reports with each invoice to substantiate the progress of the work to date, including any potential out-of-scope items. This information will be utilized to determine if any changes are required in the management of the project.

CONSULTANT will oversee project efforts, monitor progress and budgets expended, and ascertain proper execution of the project in accordance with the project scope, schedule, and budget.

NOTE: It is assumed that the CONSULTANT will spend 2 hours per month preparing and reviewing the monthly Project Summary Reports and invoices.

1.3 Project Meetings

- 1.3.1 Kickoff/Goal Setting - CONSULTANT will conduct one (1) Project Kickoff and Goal Setting Meeting (4-hr duration) at the CITY's facility. The meeting will include up to two (2) representatives from the CONSULTANT. The purpose of the Project Kickoff and Goal Setting Meeting will be to review the overall project goals, critical success factors, scope of work, schedule, lines of communication, and individual expectations. CONSULTANT will prepare an agenda and distribute draft and final meeting minutes.
- 1.3.2 – CONSULTANT Team Bi-Weekly Coordination Calls – Programming Project Manager will host bi-weekly coordination calls with the programming team, as necessary.

Meeting Title	Duration	CONSULTANT's Team	Other Attendees
Kickoff/Goal Setting	4 hours	Lead PLC/HMI Programmer & Project Manager	CITY SCADA Staff, and Integrator
Programming Team Internal Bi-Weekly Coordination Calls	.5 hour	Programming Team & Project Manager	TBD

TASK 2 Review Specifications/Control Narratives/Drawings

2.1 Site Visit, Review Spec/Narrative/Drawings

CONSULTANT to visit site and work with CITY staff to review the existing cabinet and how the new PLC will work with the existing cabinet. CONSULTANT will review all of the existing specification, control narratives, and drawings. General control strategies will be discussed with the CITY.

2.2 Control System Review Workshop

CONSULTANT will set up a workshop with CITY staff to go over the findings of Task 2.1 and get input from CITY if any changes need to be made, or if new control strategies should be implemented.

2.3 New SCADA/PLC System Design

CONSULTANT will coordinate network design with the CITY. The goal is to use as much of the existing network facilities as possible. It appears that there are two spare fiber pairs that run through most of the plant. These two pairs will be used to put the new PLC network on one, and the new VT SCADA network on the other.

Meeting Title	Duration	CONSULTANT's Team	Other Attendees
Control System Review	4 hours	PLC/HMI Programmer & Project Manager	CITY SCADA Staff, and Integrator

TASK 3 – General Programming & Control System Software Integration

3.1 General Programming Coordination

CONSULTANT will coordinate programming work with the Designer, CITY, Contractor, and Electrical, Instrumentations & Controls (E&IC) Engineers, and Subcontractor(s).

3.2 Vendor Programming Coordination

CONSULTANT will coordinate programming work with the following vendor control panels:

- 1) Tertiary Filters
 - a) PLC-VCP-1311
 - b) PLC-VCP-1312
 - c) PLC-VCP-1313
 - d) PLC-VCP-1314
 - e) PLC-VCP-1315
 - f) PLC-VCP-1316
 - g) PLC-VCP-1317
 - h) PLC-VCP-1318
- 2) High Pressure Wash Pumps
 - a) PLC-VCP-1391
- 3) Coagulant System
 - a) PLC-VCP-1541
 - b) PLC-VCP-1542
 - c) PLC-VCP-1531
 - d) PLC-VCP-1533
- 4) Dechlorination System
 - a) PLC-VCP-1831
 - b) PLC-VCP-1811
- 5) Hypochlorite System
 - a) PLC-VCP-1400A
 - b) PLC-VCP-1410
 - c) PLC-VCP-1411
 - d) PLC-VCP-1412
- 6) Emergency Generator & Transfer Switch
 - a) PLC-VCP-2051
 - b) PLC-VCP-2052

CONSULTANT will conduct one (1) coordination meeting with equipment vendors and one (1) Pre-FAT coordination meeting as outlined in the table below.

Meeting Title	Duration	CONSULTANT's Team	Other Attendees
Vendor Coordination Meeting (1)	2 hours	Lead PLC/HMI Programmer & Project Manager	CITY SCADA Staff, and Vendors
Vendor Pre-FAT Coordination (1)	2 hours	Lead PLC/HMI Programmer & Project Manager	CITY SCADA Staff, and Vendors

3.3 SCADA Hardware and Software

CONSULTANT will review hardware and software submittals submitted by the Integrator.

CONSULTANT will conduct four (4) SCADA workshops to coordinate the PLC and SCADA software development with the CITY. The details of the workshops are listed in the following table:

Meeting Title	Duration	CONSULTANT's Team	Other Attendees
Network Coordination Workshop	2 hours	Lead PLC/HMI Programmer & Project Manager	CITY SCADA Staff
PLC Programming Review	4 hours	Lead PLC Programmer & Project Manager	CITY SCADA Staff
SCADA Programming Review	4 hours	Lead HMI Programmer & Project Manager	CITY SCADA Staff
PCS and SCADA System Software Implementation Planning	4 hours	Lead PLC/HMI Programmer & Project Manager	CITY SCADA Staff

CONSULTANT will procure and/or configure the equipment as shown below:

- 1) Process Control System Switches (provided by CITY, configured by CONSULTANT)
- 2) VTScada Workstation (provided by CITY, configured by CONSULTANT)
- 3) Surface Books (provided by CITY, configured by CONSULTANT)

3.4 Software and SCADA Workshops (4)

Meeting Title	Duration	CONSULTANT's Team	Other Attendees
Network Coordination Workshop	2 hours	Lead PLC/HMI Programmer & Project Manager	CITY SCADA Staff
PLC Programming Review	4 hours	Lead PLC Programmer & Project Manager	CITY SCADA Staff
SCADA Programming Review	4 hours	Lead HMI Programmer & Project Manager	CITY SCADA Staff
PCS and SCADA System Software Implementation Planning	4 hours	Lead PLC/HMI Programmer & Project Manager	CITY SCADA Staff

TASK 4 – Process Control Software Development

4.1 PLC Programming

CONSULTANT will setup and program the RWQCF PLCs per the process control descriptions and drawings. The PLC's will be delivered to the CONSULTANT for configuration from the integrator. Programming excludes PLCs provided by packaged equipment suppliers, however, interface and "handshaking" with such suppliers may be required.

Existing PLCs/RTUs: Follow existing PLC programming standard if possible. The PLC programs will be written in annotated ladder logic including rung comments.

New PLCs: Programming will follow the control descriptions and follow the CITY's PLC Programming Standards.

4.2 HMI Programming

CONSULTANT will develop HMI screens for the processes listed below following the CITY's HMI Programming Standards document:

- 1) Overflow Junction Box (YSN01)
- 2) Secondary Wet wells and Pumping (SEN01- SEN03)
- 3) High Rate Flocculation (FSN01- FSN05)
- 4) Tertiary Filter 1 (TFN01)
- 5) Tertiary Filter 2 (TFN02)
- 6) Tertiary Filter 3 (TFN03)
- 7) Tertiary Filter 4 (TFN04)
- 8) Tertiary Filter 5 (TFN05)
- 9) Tertiary Filter 6 (TFN06)
- 10) Tertiary Filter 7 (TFN01)
- 11) Tertiary Filter 8 (TFN02)
- 12) Polymer Feed Storage & Pumping (CSN01 – CSN02)
- 13) Coagulant Storage & Pumping (CSN01-CSN04)
- 14) De-Chlorination Storage & Pumping (DFN01-DFN02)
- 15) Sodium Hypochlorite Storage & Pumping (SHSN01-SHSN07)
- 16) MCC 5 (ELN04-ELN05)
- 17) Emergency Generator & Fire Panel (EL-N06)

4.3 Miscellaneous Programming

CONSULTANT will historize all analog points and develop up to twenty (20) custom multi-pen trends and five (5) compliance and operational reports.

4.4 Programming QA/QC

CONSULTANT will perform Quality Assurance/Quality Control Review of the draft PLC and HMI programs.

4.5 SCADA Software Integration

CONSULTANT will compile all current hardware and software files and configurations for the existing systems which they will interface with and integrate into the RWQCF PCS systems.

TASK 5 – Testing

5.1 Internal Software Testing/Validation

CONSULTANT will test all control strategies with the associated PLC code and HMI applications to validate the control logic and corresponding graphical interface.

5.2 Software Acceptance Testing

CONSULTANT will facilitate a software acceptance test to simulate all PLC code and HMI user interface. This test welcomes attendance by the CITY staff.

5.3 Factory Acceptance Testing

CONSULTANT will attend and witness the PLC panel FAT at the Integrators factory.

TASK 6 – Training Services

6.1 Training Documentation Preparation

CONSULTANT will prepare training materials and handouts for the HMI application prior to conducting the on-site training. Training material will be delivered to the CITY no less than one (1) week in advance of the date of the training.

6.2 Operator and Technical Training

CONSULTANT will provide training on the operation of the system and use of the operator displays. CONSULTANT will provide training to CITY technical staff for software packages that are developed by the CONSULTANT. Training sessions will be conducted at the RWQCF utilizing the equipment and software applications that are being supplied for this project.

Course Title	Minimum Course Length (hours per session)	Personnel (Estimated No. of Students)	Minimum No. of Sessions
Operator HMI Training	4	6	2

Course Title	Minimum Course Length (hours per session)	Personnel (Estimated No. of Students)	Minimum No. of Sessions
HMI Programming Training	4	2	1
PLC Programming Training	4	2	1
Network Equipment	2	2	1
Refresher Training	4	6	2

CONSULTANT will provide two refresher course training sessions for operator or technical staff not less than sixty (60) days after completion of system startup. The intent of the refresher training session will be to answer questions that may arise during the initial operational period.

TASK 7 – Control System Startup and Commissioning

CONSULTANT will coordinate onsite installation, testing, startup and commissioning with the CITY’s staff and the Integrator after loop validation testing is completed by the Contractor.

7.1 Conduct Complete End-to-End Testing (CEET)

CONSULTANT will work with the integrator during the 5-week Complete End-to-End Testing (CEET). Once the complete PCS installation is complete, the CONSULTANT will install the PLC and HMI programs for testing. During the CEET, signals are tested through the PLC program, the network, and all the way to the operator’s SCADA graphic screens.

The CEET will be performed by the CONSULTANT and Integrator (under a separate contract with the CITY). CITY staff is encouraged to participate.

7.2 Conduct Functional Testing (FT)

CONSULTANT will provide seven (7) weeks of Functional Testing (FT). After CEET and testing of the manual operation of equipment, the FT will be performed by CONSULTANT and Integrator with assistance from the CITY.

The purpose of the FT is to verify the proper operation of all PLC control logic and its interaction with field equipment and devices. CONSULTANT and Integrator will exercise programs, conduct tests, and record results. CONSULTANT will tune any feedback loops.

7.3 Process Startup and Commissioning

The process startup will verify that the performance meets the CITY’s process requirements. The process startup includes control loop tuning, individual process area startups followed by facility-wide process startup.

TASK 8 - Final Documentation and Follow-Up Services

8.1 Operation and Maintenance Manuals

The CONSULTANT will provide the following as part of the Operation and Maintenance (O&M) Manuals

- CEET and FT
- Fully documented PLC Programs
- SCADA system hardware and HMI application software
- Final control sequencing describing startup, operation, shutdown, and safety procedures.
- As-Built Drawings – Red Line Markups

Electronic copies of the individual O&M sections listed above will be delivered to the CITY.

8.2 Warranty Period Services

CONSULTANT will provide warranty period services during the 1-year warranty period following final completion of the construction contract. Warranty services will include on-call, dial-in adjustments in addition to two (2) three-day on-site visits following final completion of the construction contract.

TASK 9 – PCS design additions

9.1 Existing P&ID Modifications & Design Clarification for Contractor

A Design Clarification will be issued to Pacific Infrastructure Corporation to expand the new PLC and identify what field work needs to be completed to convert from the HSQ RTU to the new Allen Bradley PLC. New tag numbers will be provided per the new tagging generator spreadsheet for all existing equipment that will be in VT SCADA under this project.

Note that there are no final field documentation provided under this task.



**CITY OF TURLOCK - RWQCF
CHEMICAL IMPROVEMENTS PROJECT
LABOR HOURS AND COST**

DIRECT COSTS October 25, 2021

Task No.	TASK DESCRIPTION	STAFF										Labor Cost	Subconsultant	PECE	Equipment	Travel, Subsistence, And Other Reimbursable Costs	Total Task Cost
		Principal	Senior Professional	Supervising Programmer	Lead Programmer	Programmer	Senior Technician	W/d Proc	CAD/tech	Total Labor Hours							
1	PROJECT MANAGEMENT	12	51	67	35	15	15	0	0	195	\$48,959	\$0	\$2,535	\$0	\$282	\$51,776	
1.1	Project Management Plan	4		16						20	\$ 5,288		\$ 260		\$ -	\$ 5,548	
1.2	Project Control Reporting & Invoicing		16	16						32	\$ 8,480		\$ 416		\$ -	\$ 8,896	
1.3	Project Meetings	8	35	35	35	15	15			143	\$ 35,191		\$ 1,859		\$ 282	\$ 37,332	
2	REVIEW SPECIFICATIONS/CONTROL NARRATIVES/DRAWINGS	18	6	74	24	0	0	0	0	122	\$31,640	\$0	\$1,586	\$0	\$564	\$33,790	
2.1	Site Visit, Review Spec/Narratives/Drawings	8		64	12					84	\$ 21,408		\$ 1,092		\$ 282	\$ 22,782	
2.2	Control System Review Workshop	6	6	6	12					30	\$ 7,944		\$ 390		\$ 282	\$ 8,616	
2.3	New SCADA/PLC System Design	4		4						8	\$ 2,288		\$ 104		\$ -	\$ 2,392	
3	GENERAL PROGRAMMING & CONTROL SYSTEM SOFTWARE INTEGRATION	0	74	120	88	0	0	0	0	282	\$71,488	\$0	\$3,666	\$0	\$1,410	\$76,564	
3.1	General Programming Coordination/Cutover Planning		16	40	40					96	\$ 23,920		\$ 1,248		\$ 282	\$ 25,450	
3.2	Vendor Programming Coordination		40	40						80	\$ 21,200		\$ 1,040		\$ -	\$ 22,240	
3.3	SCADA Hardware & Software		4	8	16					28	\$ 6,896		\$ 364		\$ -	\$ 7,260	
3.4	Software and SCADA Workshops (4)		14	32	32					78	\$ 19,472		\$ 1,014		\$ 1,128	\$ 21,614	
4	Process Control Software Development	4	120	352	96	384	0	0	0	956	\$220,424	\$0	\$12,428	\$0	\$846	\$233,698	
4.1	PLC Programming			160	160					320	\$ 71,200		\$ 4,160		\$ -	\$ 75,360	
4.2	HMI Programming			160	80	160				400	\$ 90,080		\$ 5,200		\$ -	\$ 95,280	
4.3	Miscellaneous Programming			8	8	40				56	\$ 11,688		\$ 728		\$ 282	\$ 12,698	
4.4	Programming QA/QC		120							120	\$ 33,600		\$ 1,560		\$ -	\$ 35,160	
4.5	SCADA Software Integration	4		24	8	24				60	\$ 13,856		\$ 780		\$ 564	\$ 15,200	
5	TESTING	0	0	260	0	260	0	0	0	520	\$115,700	\$0	\$6,760	\$0	\$1,156	\$123,616	
5.1	Internal Software Testing/Validation			120		120				240	\$ 53,400		\$ 3,120		\$ -	\$ 56,520	
5.2	Software Acceptance Testing (SAT)			80		80				160	\$ 35,600		\$ 2,080		\$ 156	\$ 37,836	
5.3	Factory Acceptance Test (FAT)			60		60				120	\$ 26,700		\$ 1,560		\$ 1,000	\$ 29,260	
6	TRAINING SERVICES	0	16	40	40	0	0	8	0	104	\$24,816	\$0	\$1,352	\$0	\$936	\$27,104	
6.1	Training documentation preparation			8	8			8		24	\$ 4,784		\$ 312		\$ -	\$ 5,096	
6.2	Operator & Technical Training		16	32	32					80	\$ 20,032		\$ 1,040		\$ 936	\$ 22,008	
7	CONTROL SYSTEM STARTUP AND COMMISSIONING	0	0	456	0	300	0	0	0	756	\$172,500	\$0	\$9,828	\$0	\$13,952	\$196,280	
7.1	Conduct Complete End-to-End Testing (CEET)			80	0	300				380	\$ 78,500		\$ 4,940		\$ 6,060	\$ 89,500	
7.2	Conduct Functional Testing (FT)			336						336	\$ 84,000		\$ 4,368		\$ 7,112	\$ 95,480	
7.3	Process Startup and Commissioning			40						40	\$ 10,000		\$ 520		\$ 780	\$ 11,300	
8	FINAL DOCUMENTATION AND FOLLOW UP SERVICES	0	2	88	0	16	0	4	0	110	\$26,128	\$0	\$1,430	\$0	\$696	\$28,254	
8.1	Operation and Maintenance Manuals		2	8		16		4		30	\$ 6,128		\$ 390		\$ -	\$ 6,518	
8.2	Warranty Period Services			80						80	\$ 20,000		\$ 1,040		\$ 696	\$ 21,736	
9	PCS DESIGN ADDITIONS	4	15	6	60	0	0	4	30	119	\$26,846	\$0	\$1,547	\$0	\$0	\$28,393	
9.1	Existing P&ID Modifications and Design Clarification for Contractor	4	15	6	60			4	30	119	\$ 26,846		\$ 1,547		\$ -	\$ 28,393	
											\$ -		\$ -		\$ -	\$ -	
		38	284	1463	343	975	15	16	30	3164	\$738,501	\$0	\$41,132	\$0	\$19,842	\$799,475	
		FY21 Rates	322.00	280.00	250.00	236.00	195.00	192.00	112.00	175.00				13			

assume: remote access

TOTAL COST ESTIMATE \$ 799,475

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2022-
\$593,000 TO ACCOUNT NUMBER	}	
410-51-534.51342, "CHEMICAL EQUIPMENT	}	
REPLACEMENT" TO BE FUNDED FROM FUND	}	
410 – WATER QUALITY CONTROL (WQC)	}	
UNALLOCATED RESERVES FOR	}	
ENGINEERING, CONSTRUCTION	}	
MANAGEMENT, AND SCADA PROGRAMMING	}	
SERVICES BY CAROLLO ENGINEERS FOR CITY	}	
PROJECT NO. 20-032 "CHEMICAL SYSTEM	}	
UPGRADES PROJECT AT RWQCF"	}	

WHEREAS, by separate action, Council is requested to approve Amendment No. 2 in the amount of \$145,843 (Fund 410) for design, engineering services during construction, construction management services, and SCADA programming and integration services for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF," bringing the contract total to \$1,114,247; and

WHEREAS, expenses paid to Carollo Engineers for their work on City Project No. 20-032 have been charged to account number 410-51-534.51342, "Chemical Equipment Replacement"; and

WHEREAS, there is a \$0 balance in the Fiscal Year 2021-2022 budget in account number 410-51-534.51342, "Chemical Equipment Replacement"; and

WHEREAS, the amount of the requested appropriation is calculated as per the table below; and

Carollo Engineers Adjusted Contract Amount	\$ 1,114,247	A
Amount paid prior to Fiscal Year 2021-2022	\$ 521,417	B
Amount to be paid in Fiscal Year 2021-2022	\$ 592,830	C = A – B
Appropriation requested (rounded)	\$ 593,000	D = C (rounded)

WHEREAS, there is sufficient funding in Fund 410 – Water Quality Control (WQC) unallocated reserves to provide the balance of funding needed for Carollo Engineers' agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$593,000 to account number 410-51-534.51342, "Chemical Equipment Replacement" to be funded from Fund 410 – Water Quality Control (WQC) unallocated reserves for engineering, construction management, and SCADA programming services by Carollo Engineers for City Project No. 20-032 "Chemical System Upgrades Project at RWQCF."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of January, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



AMENDMENT NO. 2
to the
Agreement between the
CITY OF TURLOCK
and
CAROLLO ENGINEERS
For
ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR CHEMICAL
SYSTEM UPGRADES PROJECT AT THE REGIONAL WATER QUALITY CONTROL
FACILITY
CITY CONTRACT 2020-87

THIS AMENDMENT NO. 2, dated January 25, 2022, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **CAROLLO ENGINEERS**, (hereinafter "PROFESSIONAL").

WHEREAS, the parties hereto previously entered into an Agreement dated June 23, 2020, whereby CONTRACTOR would perform Engineering and Construction Management Services for Chemical System Upgrades Project at the Regional Water Quality Control Facility, (hereinafter the "Agreement"); and

WHEREAS, on December 8, 2020, the parties entered into Amendment No. 1 to the Agreement dated June 23, 2020, whereby CONTRACTOR was to perform additional work in accordance with Exhibit B to Amendment No. 1.

NOW, THEREFORE, the parties hereto mutually agree to further amend said Agreement as follows:

1. Paragraph 5 of the Agreement is amended to read as follows:

"1. **SERVICES:** CONTRACTOR shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide Engineering and Construction Management Services for Chemical System Upgrades Project at the Regional Water Quality Control Facility services and shall perform such services in accordance with the specifications attached hereto as Exhibit A.

In addition to the Scope of Work attached as Exhibit A to the Agreement, CONTRACTOR shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, to complete the original scope of services, the scope of services set forth in Amendment No. 1 as Exhibit B, and the added scope of

services attached to this Amendment No. 2 as Exhibit C, which are necessary and required to provide Engineering and Construction Management Services for Chemical System Upgrades Project at the Regional Water Quality Control Facility services, and shall perform such services in accordance with the specifications attached to the Agreement, Amendment No. 1, and this Amendment No. 2.”

2. Paragraph 6 of the Agreement is amended to read as follows:

”4. **COMPENSATION:** CITY agrees to pay CONTRACTOR additional compensation in the amount of One Hundred Forty Five Thousand Eight Hundred Forty Three and No/100^{ths} Dollars (\$145,843.00) in accordance with Exhibit C attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement, Amendment No. 1 and this Amendment No. 2 shall not exceed One Million One Hundred Fourteen Thousand Two Hundred Forty Seven and No/100^{ths} Dollars (\$1,114,247.00). Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement, Amendment No. 1 and this Amendment No. 2.”

3. 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

CAROLLO ENGINEERS

By: _____
Sarah Tamey Eddy, Interim City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

By: _____
Dan Madden, Interim Municipal Services Director

Date: _____

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, Interim City Clerk

SCOPE OF WORK

ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR CHEMICAL SYSTEM UPGRADES PROJECT AT THE REGIONAL WATER QUALITY CONTROL FACILITY

APRIL 6, 2020

The following presents the scope of work to provide preliminary design, final design, bidding services, engineering services during construction, and construction management services for the rehabilitation of selected chemical systems at the City of Turlock (CITY) Regional Water Quality Control Facility (RWQCF). The project will include rehabilitation of the existing chlorine gas system, tertiary treatment coagulant storage facility, and the dechlorination facility.

Task 1.0 – Project Management and Meetings for Design

Task 1.1 – Project Management for Design

CONSULTANT shall provide project administration and management necessary to perform planning, execution, monitoring, and reporting for Tasks 2 through 4 of the project.

Task 1.2 – Design Meetings

CONSULTANT shall prepare for and conduct four (4) meetings during the course of project to solicit input and decisions from the CITY. These include a project kickoff meeting to review goals and options, a preliminary design workshop to review the results of the preliminary design evaluation, and design review meetings to discuss the 50 and 95 percent submittals. CONSUTLTANT shall prepare meeting minutes to document key discussion items and summarize key decisions made using a decision log.

Task 1 Deliverables:

- Meeting minutes.
- Decision log.

Task 2.0 – Preliminary Design Evaluation

Task 2.1 – Hypochlorite Conversion Feasibility Cost Analysis

CITY staff have indicated a long term interest in converting from chlorine gas disinfection to sodium hypochlorite (hypochlorite) disinfection for safety reasons. However, capital funds to finance this conversion may not be available.

CONSULTANT shall develop a conceptual cost comparison for two alternatives: 1) Rehabilitation of the existing chlorine gas system, and; 2) Replacement of the existing chlorine gas system with a hypochlorite chemical feed system that utilizes the existing Chlorine Building to house the chemical storage tanks and dosing equipment. CONSULTANT shall develop conceptual level design sketches to assist with estimating and estimate capital costs for each alternative based on typical industry

values and similar installations. The capital cost analysis results will be presented to CITY staff at the project kick-off meeting. CITY staff can then use this information to determine whether further development of the Chemical Disinfection System Evaluation under Task 2.2. is warranted.

Task 2.2 – Chemical Disinfection System Alternatives Evaluation (Optional)

If the Hypochlorite Conversion Feasibility Cost Analysis described in Task 2.1 suggests that conversion to a hypochlorite system is financially viable for the CITY, CONSULTANT shall proceed with preparing a more detailed chemical disinfection system evaluation that compares continued use of the chlorine gas system to conversion to sodium hypochlorite for effluent disinfection.

CONSULTANT shall develop preliminary design criteria for each disinfection alternative including current and future flow and water quality conditions. In addition, CONSULTANT shall examine a potential reduction in chemical usage due to reduction in contact time based on the CITY's ongoing contact time study. Building code and safety requirements for each alternative will be compared. Preliminary construction and O&M costs developed under Task 2.1 will be updated and life cycle costs will be estimated. CONSULTANT shall conduct a preliminary design workshop to present the results of the evaluation, solicit input from CITY staff, and determine the direction to be taken for final design.

CONSULTANT shall prepare a preliminary design memorandum that describes the alternative evaluations performed and summarizes the preliminary design criteria to be used for final design of the project. The purpose of the memorandum is to memorialize the work performed and record key decisions for future reference.

Task 2 Deliverables:

- Draft and final preliminary design memorandum.

Task 2 Assumptions:

- CITY will provided one set of comments on the draft memorandum in Microsoft Excel format.
- CONSULTANT shall provide the draft and final memoranda in electronic (PDF) format.

Task 3.0 – Final Design

The purpose of this task is to prepare final design plans and specifications for bidding based on the results of the preliminary design evaluation. For this scope, we have assumed the following key elements will be included in the design:

Rehabilitation of the Dechlorination Facility

- Two new fiberglass reinforced plastic tanks sized and configured to match the existing sodium bisulfite storage tanks. Tanks will be heat traced and insulated.
- New sodium bisulfite piping inside the existing containment area. The new piping will match existing piping material and configuration and will be heat traced and insulated.

- Replace in-kind all valves, instruments, and other appurtenances on the tank and piping system inside the containment area.
- Repair of damaged concrete coating inside the containment area.
- New insulated 2W piping and valves inside the containment area.
- Replacement of guardrail around containment area and access stairs.
- Replacement of local control devices for sodium bisulfite system. Wiring, hard-wired control logic and device support stands will not be replaced.
- Modification of plant SCADA controls as needed for this process area.
- New duplex chemical pump skid to serve the TID Recycled Water Pump Station.
- New yard piping from the bisulfite facility to the TID Recycled Water Pump Station on the West side of the existing CCB.
- The following items are not included for replacement or modification;
 - Chemical pump skids including associated valves and appurtenances. (Except for the new skid for TID)
 - Sodium bisulfite odor scrubber.
 - Metal roof structure that covers pump skids.
 - Electrical wiring, control system logic and device support stands. (Except for what is required for the new skid for TID). If power or control is too costly to be installed for this project, power and control work will be deferred to the Recycled Water Pump Station project. Actual controls through SCADA will be provided under a future project for the new skid for TID.
 - Lighting modifications.

Rehabilitation of the Coagulant Storage Facility

- Two new fiberglass reinforced plastic tanks sized and configured to match the existing tanks.
- New coagulant piping inside the containment area. The new piping will match the existing material and configuration
- Replace in-kind all valves, instruments, and other appurtenances on the tank and piping system inside the containment area.
- Repair of damaged coating inside the containment area.
- New insulated 2W piping and valves inside the containment area.
- Replacement of guardrail around the coagulant containment area and access stairs and around the polymer containment area.

- Replace local control devices for the coagulant system. Wiring, hard-wired control logic and device support stands will not be replaced.
- The following items are not included for replacement or modification;
 - Chemical pump skids including associated valves and appurtenances.
 - Metal roof structure that covers pump skids.
 - Electrical wiring, hard-wired control logic and device support stands will not be replaced.
 - Lighting modifications.
 - Rehabilitation in the polymer containment area except replacement of the guardrail.

Chlorine Gas System Rehabilitation

- Replacement of all chlorine gas and liquid chlorine piping within the Chlorine Building including all valves, instruments, and automatic shut off valves on the chlorine cylinders.
- Replacement of both chlorine evaporators
- Replacement of two chlorinators serving the chlorine contact basins.
- Removal of three chlorinators that provide chlorine to the injectors for chlorine solution, three chlorine injectors, and associated booster pumps, piping and appurtenances.
- New control system for the chlorination facility.
- Replacement of the fire control panel for the building.
- The following items are not included for replacement or modification;
 - Structural modification of the Chlorine Building.
 - Modifications to the monorail or scales for the chlorine cylinders.
 - Electrical or lighting modifications.
 - Modifications to the scrubber or ventilation system.
 - Modification to the chlorine injection system or other work at the Chlorine Contact Basins.
 - Underground piping chlorine gas or chlorine solution piping.

Task 3.1 – Prepare 50 Percent Design

Based on the results of the preliminary design effort and the CITY's design preferences, CONSULTANT shall prepare a 50 percent design of the Chemical System Upgrades. The 50 percent

design submittal will include the following drawings: cover sheet, drawing list, general sheets, site plans, major plans and sections, and process and instrumentation drawings (P&IDs). Specifications for major equipment will also be submitted for CITY review.

Task 3.2 – Prepare 95 Percent Design

The 50 percent design review comments from the CITY will be incorporated into the 95 percent design of the Chemical System Upgrades. The 95 percent design will include all drawings, specifications, and front end documents for the project. The 95 percent submittal will undergo an internal quality management review at the same time that this submittal is being reviewed by the CITY.

CONSULTANT shall prepare an engineer's construction cost estimate as part of the design for the project. Construction cost estimates will be developed based on quantity takeoffs and equipment manufacturers' quotes with appropriate estimating contingencies to account for project unknowns.

Task 3.3 – Prepare 100 Percent Design

CONSULTANT shall incorporate CITY comments received for the 95 percent submittal, as well as internal checking comments. CONSULTANT shall finalize the drawings and specifications as required for bidding.

Task 3 Deliverables:

- 50 percent design level drawings and equipment specifications.
- Response to CITY comments on 50 percent design.
- 95 percent design level drawings, specifications, and cost estimate.
- Response to CITY comments on 95 percent design.
- 100 percent design level, bid ready, drawings and specifications.
- Final cost estimate.

Task 3 Assumptions:

- The CITY will provide CONSULTANT one collated set of review comments from its review of each deliverable. The CITY's review comments will be provided in Microsoft Excel format to enable the CONSULTANT to prepare written responses to each comment.
- Front end specifications (Divisions 0 and 1) will be based on the documents used for the Secondary Clarifier No. 5 and Denitrification project with only project specific modifications required. Technical specifications will be based on CONSULTANT's standard specifications in CSI format utilizing Divisions 2 through 17.
- One (1) electronic copy (PDF format) and five (5) hard copies will be provided for each deliverable. Drawings will be half-scale, printable on 11x17 paper.
- Drawings will be prepared using Microstation CAD software according to CONSULTANT's drawing standards.

- It is assumed the CITY will complete the following tasks, either in-house or through a separate contract, if required:
 - CEQA documentation.
 - Project financing.
 - Permitting
- If, based on the results of the preliminary design evaluation made under Task 2.0, the CITY decides to construct a hypochlorite facility instead of modifying the existing chlorine gas system, the CITY will amend CONSULTANT's contract to reflect the modified scope and level of effort.

Task 4 – Bidding Services

Task 4.1 – Pre-Bid Meeting

CONSULTANT shall conduct one (1) pre-bid meeting for the prospective bidders on the CITY's behalf.

Task 4.2 – Answer Bidder's Questions

During the bid period, CONSULTANT shall respond to questions from prospective bidders and provide verbal or written response as appropriate. Verbal or written questions requiring clarification of the contract documents will be resolved by issuing addenda.

Task 4.3 – Prepare Addenda

For this scope, CONSULTANT will prepare one (1) addenda to the contract documents and issue the addenda in electronic format (.PDF files) to the CITY for distribution to the plan holders.

Task 4 Deliverables:

- Response to bidder questions.
- One addendum.

Task 4 Assumptions:

- It is assumed the CITY will complete the following tasks:
 - Manage printing, advertisement, and sale of contract documents during the bid period.
 - Issue bid packages to prospective bidders and maintain bid tabs.
 - Answer procedural questions from prospective bidders.
 - Distribute addenda to prospective bidders.
 - Open and tabulate bids.
 - Issue Notice of Award and Notice to Proceed to successful bidders.

- Conformed drawings incorporating addenda items will be completed as part of engineering services during construction/construction management.

Task 5.0 – Engineering Services During Construction and Construction Management

Task 5.1 – Project Management During Construction

CONSULTANT shall manage all field inspection staff, office engineering staff, and the CITY's special inspection staff as needed. CONSULTANT shall prepare a monthly progress letter report for attachment to the monthly invoice to track and report status of budget expenditures and key work products completed during that billing period. This task includes the time and cost required to set up the Construction Documentation tracking software, EADOC, as well as create the construction management plan and communication plan.

Task 5.2 – Conformed Drawings

Following bidding, CONSULTANT will prepare conformed construction documents (plans and specifications) and distribute copies to City staff and the successful bidder for use during construction.

Task 5.3 – Progress Meetings

It is assumed there will be a construction progress meetings every two weeks for the duration of the project. This scope of work assumes CONSULTANT's construction manager and design engineer will attend one pre-construction meeting in person, and CONSULTANT's construction manager will attend twenty (20) progress meetings during the duration of construction in person, and Carollo's design engineer will attend twenty (20) progress meetings by teleconference.

Task 5.4 – Design Engineer Site Visits

CONSULTANT's technical staff will conduct periodic site visits during construction to review progress, address technical concerns, and coordinate with the construction manager. Two (2) site visits and 8 hours per visit, including travel time to and from CONSULTANT's office in Walnut Creek, has been budgeted for this effort.

Task 5.5 – Respond to Contractor's Requests for Information (RFIs)

CONSULTANT shall respond to Contractor's RFIs. This scope assumes a total of 25 RFIs and an average review time of 6 hours per RFI response. All RFI's will be tracked and responded to through an electronic construction documentation software, EADOC.

Task 5.6 – Shop Drawing Review

CONSULTANT shall review and respond to product submittals and shop drawing submittals from the Contractor. Review comments will be returned to the construction manager for processing and distribution to the Contractor and other parties. This scope assumes approximately 40 initial submittals and an average of 6 hours of engineering time per shop drawing and 20 shop drawing resubmittals and an average of 4 hours per shop drawing resubmittal. All submittals will be tracked and responded to through an electronic construction documentation software, EADOC.

Task 5.7 – Review and Preparation of Change Orders

CONSULTANT shall review change order requests to determine changes in scope and conditions. CONSULTANT shall prepare independent cost estimates and negotiate with the contractor. CONSULTANT shall prepare and process approved change orders and incorporate them into the contract. CONSULTANT shall prepare a log for tracking all potential change orders and agreed upon change orders.

Task 5.8 – Prepare Field Memos and Design Clarifications

CONSULTANT shall coordinate and manage preparation of field memos and design clarifications of drawings and specifications between the CONSULTANT and the contractor. Memos and design clarifications will be created and handled in EADOC for tracking of their status and outcome. It is assumed there will be 2 Design Clarifications, and 20 field memos.

Task 5.9 – Review Monthly Progress Payment Requests

CONSULTANT shall evaluate monthly progress payment requests from the contractor and recommend payment by the CITY if requirements are met. CONSULTANT shall compare requested quantities to the actual quantities completed and negotiate the appropriate progress payment request with the contractor.

Task 5.10 – Review Construction Schedule

CONSULTANT shall review and approve the contractor's construction schedule, including updates and revisions, in accordance with the contract documents. The review will focus on key elements such as logic, duration of activities, duration of startup and testing, and construction sequencing constraints and milestones.

Task 5.11 – Review Labor Compliance

CONSULTANT shall monitor project records and review labor compliance of the contractor. CONSULTANT shall work with the Contractor to correct any deficiencies found and report status to the CITY.

Task 5.12 – Conduct Final Inspection and Issue Punchlists

CONSULTANT shall schedule and conduct a final inspection of the completed facilities and issue punch lists of uncompleted items where necessary. CONSULTANT shall also assist the CITY in negotiation of unsettled changes or disputes associated with these inspections. When the final punch list items have been completed or resolved, CONSULTANT shall recommend acceptance by the CITY. CONSULTANT shall issue a certificate of substantial completion once the Contractor has met the requirements of their contract.

Task 5.13 – Documentation of Existing Site Conditions

CONSULTANT shall prepare video and photographic records of initial site conditions before the contractor begins construction. Video documentation will be accompanied by a verbal description of existing conditions. A copy of the video and photographic documentation will be provided to the CITY.

Task 5.14 – Construction Inspection

CONSULTANT shall provide a qualified inspector to monitor the contractor's compliance with the contract documents for all aspects of the project. This includes demolition, equipment installation, pipe installation, tank installation, concrete and rebar installation, tie-ins to existing pipe, and structural metals. Inspectors will keep a daily report on the work that was completed and will notify the construction manager immediately of any deficiencies in work.

Task 5.15 – Monitor Contractor's Compliance with Storm Water Pollution Prevention Plan (SWPPP) Requirements

CONSULTANT shall maintain a copy of the SWPPP requirements and monitor the contractor's compliance against these requirements. CONSULTANT shall periodically inform the CITY and contractor of compliance status and recommend a course of action to the CITY and contractor if these requirements are not being met.

Task 5.16 – Monthly Project Reports

CONSULTANT shall prepare a monthly report for the CITY detailing the construction progress along with photographs of the work. The report will contain a description of work performed, upcoming milestones, a log of expenditures to date and forecast of upcoming payments, a log of change orders executed and potential changes, and upcoming work to be completed in the following month.

Task 5.17 – Record Drawings

The Contractor will be required by contract to provide the CITY and CONSULTANT a final set of marked-up record (as-built) drawings. CONSULTANT will review record drawings throughout construction, to confirm that changes are being updated. After substantial completion, CONSULTANT will review the final version of the Contractor's record (as-built) drawings compiled by the construction manager. CONSULTANT will then prepare a set of record drawings based on the Contractor's mark-ups in electronic format and deliver the electronic documents to the CITY. Record drawings will be prepared using CONSULTANT's standard record drawing format. It is assumed that CONSULTANT will rely solely on markups prepared by the Contractor and construction manager to perform this work.

Deliverables:

- Monthly invoices and associated progress letter reports.
- Conformed drawings and specifications following bidding in PDF and hard-copy format. This scope provides budget for the printing of 2 full size (22" x 34") conformed drawing sets, 8 half size (11" x 17") conformed drawing sets, and 10 sets of conformed specifications.
- Agenda and minutes for the pre-construction meeting and construction progress meetings.
- Written responses to RFIs.
- Written comments on submittals and resubmittals.
- Provide written review comments on change order requests, and written approval to CITY on approved change orders.
- Punch list following substantial completion in Excel format.

- Record drawings and specifications following bidding in PDF and hard-copy format. This scope provides budget for the printing of 1 full size (22" x 34") record drawing sets, 5 half size (11"x17") conformed drawing sets and 5 sets of conformed specifications.
- Written field memos and design clarifications.
- Inspector daily logs with pictures attached of contractor's work.
- Written comments to contractor's schedule and schedule updates.
- Videos and pictures of pre-work conditions of site.
- Written monthly progress reports.

Assumptions:

- The construction portion of the project will take 9 months to complete.
- Construction will start between December 2020 and March 2021.
- CONSULTANT's Construction Management will consist of 1 half time inspector (20 hours per week) for 5-1/2 months, and 1 CM 8 hours per week for 9 months.

**ATTACHMENT 1
LABOR AND FEE ESTIMATE**
ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR CHEMICAL SYSTEM UPGRADES PROJECT AT THE REGIONAL WATER QUALITY CONTROL FACILITY
CITY OF TURLOCK

April 6, 2020

Task	Task Description	Carollo Labor							Other Direct Costs (ODC)					Total Cost		
		\$306	\$283	\$263	\$222	\$181	\$164	\$120	Total Hours	Labor Cost	PECE	Printing	Mileage		Total ODC Cost	
		SP	LPP	PP	P	AP	DT	WP					Trips			Amount
1.0	Project Management and Meetings for Design	10	44	0	32	0	0	4	90	\$23,096	\$1,170	\$0	4	\$460	\$1,630	\$24,726
	1.1 Project Management for Design	2	20	0	0	0	0	0	22	\$6,272	\$286	\$0	0	\$0	\$286	\$6,558
	1.2 Design Meetings	8	24	0	32	0	0	4	68	\$16,824	\$884	\$0	4	\$460	\$1,344	\$18,168
2.0	Preliminary Design Evaluation	4	18	20	84	50	16	8	200	\$42,860	\$2,600	\$0	2	\$230	\$2,830	\$45,690
	2.1 Hypochlorite Conversion Feasibility Cost Analysis	2	6	0	24	10	0	0	42	\$9,448	\$546	\$0	0	\$0	\$546	\$9,994
	2.2 Chemical Disinfection System Alternatives Evaluation (Optional)	2	12	20	60	40	16	8	158	\$33,412	\$2,054	\$0	2	\$230	\$2,284	\$35,696
3.0	Final Design	18	44	44	276	240	222	44	888	\$175,932	\$11,544	\$3,834	0	\$0	\$15,378	\$191,310
	3.1 Prepare 50% Design	7	18	18	110	96	89	18	356	\$70,522	\$4,628	\$1,278	0	\$0	\$5,906	\$76,428
	3.2 Prepare 95% Design	9	22	22	138	120	111	22	444	\$87,966	\$5,772	\$1,278	0	\$0	\$7,050	\$95,016
	3.3 Prepare 100% Design	2	4	4	28	24	22	4	88	\$17,444	\$1,144	\$1,278	0	\$0	\$2,422	\$19,866
4.0	Bidding Services	0	8	4	26	14	8	4	64	\$13,414	\$832	\$0	1	\$115	\$947	\$14,361
	1 Pre-Bid Meeting	0	0	0	6	0	0	0	6	\$1,332	\$78	\$0	1	\$115	\$193	\$1,525
	2 Answer Bidder's Questions	0	4	2	10	4	0	0	20	\$4,602	\$260	\$0	0	\$0	\$260	\$4,862
	3 Prepare Addenda	0	4	2	10	10	8	4	38	\$7,480	\$494	\$0	0	\$0	\$494	\$7,974
Project Totals =		32	114	68	418	304	246	60	1,242	\$255,302	\$16,146	\$3,834	7	\$805	\$20,785	\$276,087
5.0	Engineering Services During Construction and Construction Management	14	115	59	717	677	54	10	1,646	\$344,053	\$21,394	\$1,278	156	\$17,902	\$40,573	\$384,626
	5.1 Project Management During Construction	8	0	0	40	0	0	0	48	\$11,328	\$624	\$0	0	\$0	\$624	\$11,952
	5.2 Conformed Drawings	0	0	4	10	10	24	10	58	\$10,218	\$754	\$1,278	0	\$0	\$2,032	\$12,250
	5.3 Progress Meetings	6	46	0	90	0	0	0	142	\$34,834	\$1,846	\$0	1	\$115	\$1,961	\$36,795
	5.4 Design Engineer Site Visits	0	8	8	0	0	0	0	16	\$4,368	\$208	\$0	2	\$230	\$438	\$4,806
	5.5 Respond to Contractor's RFIs	0	15	15	60	60	0	0	150	\$32,370	\$1,950	\$0	0	\$0	\$1,950	\$34,320
	5.6 Show Drawing Review	0	30	24	96	96	0	0	246	\$53,490	\$3,198	\$0	0	\$0	\$3,198	\$56,688
	5.7 Review and Preparation of Change Orders	0	2	0	20	0	0	0	22	\$5,006	\$286	\$0	0	\$0	\$286	\$5,292
	5.8 Field Memo's and Design Clarifications	0	2	8	12	0	0	0	22	\$5,334	\$286	\$0	0	\$0	\$286	\$5,620
	5.9 Review Progress Payments	0	0	0	15	0	0	0	15	\$3,330	\$195	\$0	0	\$0	\$195	\$3,525
	5.10 Review Construction Schedules	0	0	0	15	0	0	0	15	\$3,330	\$195	\$0	0	\$0	\$195	\$3,525
	5.11 Review Labor Compliance	0	0	0	10	0	0	0	10	\$2,220	\$130	\$0	0	\$0	\$130	\$2,350
	5.12 Conduct Final Inspection and Punchlists	0	8	0	10	0	0	0	18	\$4,484	\$234	\$0	1	\$115	\$349	\$4,833
	5.13 Documentation of Existing Site Conditions	0	0	0	4	0	0	0	4	\$888	\$52	\$0	0	\$0	\$52	\$940
	5.14 Construction Inspection	0	0	0	312	477	0	0	789	\$155,541	\$10,253	\$0	152	\$17,442	\$27,694	\$183,235
	5.15 Monitor Contractor's Compliance with SWPPP	0	0	0	0	10	0	0	10	\$1,810	\$130	\$0	0	\$0	\$130	\$1,940
	5.16 Monthly Project Reports	0	0	0	15	0	0	0	15	\$3,330	\$195	\$0	0	\$0	\$195	\$3,525
	5.17 Record Drawings	0	4	0	8	24	30	0	66	\$12,172	\$858	\$0	0	\$0	\$858	\$13,030
Project Totals =		46	229	127	1,135	981	300	70	2,888	\$599,355	\$37,540	\$5,112	\$163	\$18,707	\$61,358	\$660,713

Legend:

- SP Senior Professional
- LPP Lead Project Professional
- PP Project Professional
- P Professional/Construction Manager
- AP Assistant Professional/Field Inspector
- DT Drafting Technician
- WP Word Processor
- PECE Project Equipment Communication Expense

ODC Unit Costs:

- PECE (\$/hr): \$13.00
- Mileage (\$/mi): \$0.58
- Miles per Roundtrip: 200

RECEIVED OCT 26 2020

EXHIBIT B

SCOPE OF WORK

AMENDMENT TO CITY PROJECT NO. 2020-87

ADDITION OF DESIGN SERVICES FOR CONVERSION OF DISINFECTION SYSTEM TO SODIUM HYPOCHLORITE

SEPTEMBER 14, 2020

The following amends the scope of work for City Project No. 2020-87, Engineering and Construction Management Services for Chemical System Upgrades Project at the Regional Water Quality Control Facility by authorizing CAROLLO ENGINEERS (CONSULTANT) to complete additional services related to the final design for the conversion of the disinfection system to Sodium Hypochlorite at the CITY OF TURLOCK's (City's) Regional Water Quality Control Facility (RWQCF). This additional scope and corresponding fee assumes that the project will be added by amendment and completed concurrently with the Design Services for the Chemical System Upgrades Project, which includes the rehabilitation of the coagulation chemical area and Dechlorination facility.

Amended scope tasks are described herein. The scope of work included in the original Agreement dated June 23, 2020 remains in effect in its entirety.

TASK 1.0—PROJECT MANAGEMENT AND MEETINGS FOR DESIGN

Task 1.1 – Project Management

CONSULTANT will provide project administration and management necessary to perform planning, execution, monitoring, and reporting of the new project elements added by this Amendment.

Task 1.2 – Design Meetings

Design review meetings to discuss the 50 and 95 percent submittals for the disinfection conversion to Sodium Hypochlorite will be conducted with 50 and 95 percent submittal review meetings for the Chemical System Upgrades project. There is no additional fee for this change in scope.

Task 1 Deliverables:

- Additional decision log items.

TASK 2.0 – PRELIMINARY DESIGN EVALUATION

Task 2.0 is not modified by this amendment.

TASK 3.0 – FINAL DESIGN

Task 3.0 is amended to convert the existing Chlorine Gas disinfection system to a bulk Sodium Hypochlorite disinfection system. This scope is to rehabilitate the existing chlorine gas building into a Sodium Hypochlorite facility. The original agreement was to rehabilitate the existing Chlorine gas system in-kind. The existing electrical and control room are not planned to have any modifications during this project. The modified scope to convert the disinfection system will be based on design of the following key elements:

- Demolish all process equipment, including mechanical, electrical, and instrumentation within the Chlorine Gas Building process area.
- Demolish existing scrubber system, and monorail system within Chlorine Gas Building.
- Demolish slab as required to install thickened pads for tank supports.
- Design existing building to have 3-4 tanks (~15,000-25,000 gallons of total storage). Assumed that tanks will be sized to fit through existing doors, and no structural modifications to the existing walls.
- Design a Sodium Hypochlorite dosing system with redundancy. The system is planned to have two Sodium Hypochlorite dosing skids, using a 1+1 system.
- Design new piping from the new Sodium Hypochlorite storage facility to the Chlorine Contact Basin.
- Install new lighting within the new Sodium Hypochlorite facility building.
- Provide required Electrical, Instrumentation, and Control plans and specs to modify system from a Chlorine Gas System to a Sodium Hypochlorite System. It is assumed that for this change, the existing HSQ system will be modified (RTU and SCADA).
- Design Coating system for interior of building containment
- Existing HVAC System for building will remain in place, scrubber and scrubber fans will be demolished
- Design new fire pumps that are located outside of building. It is assumed that new specifications will be provided to replace the two pumps in-kind.
- City will provide temporary chlorination system during construction.
- A Geotechnical Engineer will be brought onto the team to assist with the slab design for the new Sodium Hypochlorite tanks, as the existing slab will not support the new tanks

Task 3.1 – Prepare 50 Percent Design

No change to task, except that a new Sodium Hypochlorite System will be designed instead of rehabilitating the existing Chlorine Gas System.

Task 3.2 – Prepare 95 Percent Design

No change to task, except that a new Sodium Hypochlorite System will be designed instead of rehabilitating the existing Chlorine Gas System.

Task 3.3 – Prepare 100 Percent Design

No change to task, except that a new Sodium Hypochlorite System will be designed instead of rehabilitating the existing Chlorine Gas System.

Task 3 Deliverables:

- No Change to Deliverables

Task 3 Assumptions:

- No Change in assumptions, except last bullet from Original Scope. With this amendment, a Sodium Hypochlorite System will be designed in lieu of rehabilitating the existing Chlorine Gas System.

TASK 4.0 – BIDDING SERVICES

Task 4.1 – Pre-Bid Meeting

No change to this task.

Task 4.2 – Answer Bidder's Questions

No change to this task.

Task 4.3 – Prepare Addenda

No change to this task.

Task 4 Deliverables:

No change to Deliverables.

Task 4 Assumptions:

No Change to Assumptions.

TASK 5.0 – ENGINEERING SERVICES DURING CONSTRUCTION AND CONSTRUCTION MANAGEMENT

CONSULTANT's scope of work to provide engineering services during construction (ESDCs) and Construction Management (CM).

Task 5.1 – Project Management During Construction

No change in task.

Task 5.2 – Conformed Drawings

No change in task.

Task 5.3 – Progress Meetings

No change in task.

Task 5.4 – Design Engineer Site Visits

CONSULTANT will provide additional services under this task. This will be onsite assistance to startup, train staff, and test the sodium hypochlorite system.

Task 5.5 – Respond to Contractor’s Requests for Information (RFIs)

CONSULTANT will provide additional services under this task. This task was modified due to additional RFIs related to the additional electrical and structural work. This assumes an additional 8 RFIs.

Task 5.6 – Shop Drawing Review

CONSULTANT will provide additional services under this task. This task was modified due to additional Submittals related to the additional electrical and structural work. This assumes an additional 10 submittals.

Task 5.7 – Review and Preparation of Change Orders

No change in task.

Task 5.8 – Prepare Field Memos and Design Clarifications

No change in task.

Task 5.9 – Review Monthly Progress Payment Requests

No change in task.

Task 5.10 – Review Construction Schedule

No change in task.

Task 5.11 – Review Labor Compliance

No change in task.

Task 5.12 – Conduct Final Inspection and Issue Punchlists

No change in task.

Task 5.13 – Documentation of Existing Site Conditions

No change in task.

Task 5.14 – Construction Inspection

No change in task.

Task 5.15 – Monitor Contractor’s Compliance with Storm Water Pollution Prevention Plan (SWPPP) Requirements

No change in task.

Task 5.16 – Monthly Project Reports

No change in task.

Task 5.17 – Record Drawings

CONSULTANT will provide additional services under this task. This task will be revised to include modifications to the City's existing O&M manual to remove the CL₂ gas part of the O&M and provide a new Sodium Hypochlorite section in its place.

Deliverables:

- Modified O&M section will be provided in electronic format in Microsoft Word and PDF, for the City to insert into their existing O&M manual.

Assumptions:

- No changes to the existing assumptions.

**ATTACHMENT 1
LABOR AND FEE ESTIMATE**

**ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR CHEMICAL SYSTEM UPGRADES PROJECT AT THE REGIONAL WATER QUALITY CONTROL FACILITY (HYPO AMMENDMENT)
CITY OF TURLOCK**

September 14, 2020

Task	Task Description	Carroll Labor							Other Direct Costs (ODC)							Total ODC Cost	Total Cost
		\$306	\$283	\$263	\$222	\$181	\$164	\$120	Total Hours	Labor Cost	PECE	Kleinfelder	Trips	Amount			
		SP	LPP	PP	P	AP	DT	WP							Manage		
1.0	Project Management and Meetings for Design	2	4	8	0	0	0	0	14	\$3,848	\$182	\$0	0	\$0	\$182	\$4,030	
	1.1 Project Management for Design	2	4	8	0	0	0	0	14	\$3,848	\$182	\$0	0	\$0	\$182	\$4,030	
	1.2 Design Meetings	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	
2.0	Preliminary Design Evaluation	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	
	2.1 Hypochlorite Conversion Feasibility Cost Analysis	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	
	2.2 Chemical Disinfection System Alternatives Evaluation (Optional)	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	
3.0	Final Design	14	37	37	227	188	182	37	732	\$144,006	\$9,516	\$10,000	0	\$0	\$19,516	\$164,522	
	3.1 Prepare 50% Design	6	15	15	91	79	73	15	294	\$58,289	\$3,822	\$10,000	0	\$0	\$13,822	\$72,121	
	3.2 Prepare 95% Design	7	18	18	113	99	91	28	364	\$72,059	\$4,732	\$0	0	\$0	\$4,732	\$76,791	
	3.3 Prepare 100% Design	1	4	4	23	20	18	4	74	\$14,648	\$962	\$0	0	\$0	\$962	\$15,610	
4.0	Bidding Services	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	
	1 Pre-Bid Meeting	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	
	2 Answer Bidder's Questions	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	
	3 Prepare Addenda	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	
Project Totals =		16	41	45	227	188	182	37	746	\$148,854	\$9,698	\$10,000	0	\$0	\$19,688	\$168,552	
5.0	Engineering Services During Construction and Construction Management	0	10	13	89	103	16	6	237	\$47,994	\$3,061	\$0	0	\$0	\$3,061	\$51,075	
	5.1 Project Management During Construction	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	
	5.2 Confirmed Drawings	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	
	5.3 Progress Meetings	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	
	5.4 Design Engineer Site Visits	0	5	0	30	0	0	0	35	\$8,075	\$455	\$0	0	\$0	\$455	\$8,530	
	5.5 Respond to Contractor's RFIs	0	0	5	15	15	0	0	35	\$7,360	\$455	\$0	0	\$0	\$455	\$7,815	
	5.6 Show Drawing Review	0	0	8	24	48	0	0	80	\$16,120	\$1,040	\$0	0	\$0	\$1,040	\$17,160	
	5.7 Review and Preparation of Change Orders	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	
	5.8 Field Memo's and Design Clarifications	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	
	5.9 Review Progress Payments	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	
	5.10 Review Construction Schedules	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	
	5.11 Review Labor Compliance	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	
	5.12 Conduct Final Inspection and Punchlists	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	
	5.13 Documentation of Existing Site Conditions	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	
	5.14 Construction Inspection	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	
	5.15 Monitor Contractor's Compliance with SWPPP	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	
	5.16 Monthly Project Reports	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0	
	5.17 Record Drawings	0	5	0	20	40	16	6	67	\$16,439	\$1,131	\$0	0	\$0	\$1,131	\$17,570	
Project Totals =		16	51	58	316	303	198	43	963	\$196,848	\$12,779	\$10,000	\$0	\$0	\$22,779	\$219,627	

Legend:

SP Senior Professional
LPP Lead Project Professional
PP Project Professional
P Professional/Construction Manager
AP Assistant Professional/Field Inspector
DT Drafting Technician
WP Word Processor
PECE Project Equipment Communication Expense

ODC Unit Costs:

PECE (Shr): \$13.00
Mileage (\$/mi): \$0.58
Miles per Roundtrip: 200

Carollo Contract 20-0087 Additional Comp Explanation

Original Scope Amount	\$	660,713.00
Additional Scope/Comp	\$	219,627.00
Overall	\$	880,340.00
x 10 % Conting		
Total (orig+ addt'l + conting)	\$	968,374.00
Total (orig+ addt'l + conting)	\$	968,374.00
Subtract Original Agreement Amount (Original Scope Amount+ 10% contingency)	\$	726,784.00
Additional Compensation including 10% contingency of Grand Total	\$	241,590.00

Annual Amount

$96837 / 5 = 193,674.80$

City Council Staff Report

January 25, 2022



From: Michael Botto, Interim Fire Chief

Prepared by: Michael Botto, Interim Fire Chief

Agendized by: Sarah Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Authorize Interim City Manager to execute an agreement in a form approved by the City Attorney, with the City of Modesto to provide fire administrative support services by a regional fire administration team by providing staff to fill the role and responsibilities of Fire Chief for the City of Turlock.

Resolution: Appropriating \$126,554.28 to account number 110-10-109.43060_000 "Contract Services General" from "Unrestricted General Fund Reserve" to fund fire administrative services with the City of Modesto

2. SYNOPSIS:

In December 2021 City Council directed staff to explore a contract for service with the City of Modesto, Modesto Fire Department for fire administration support services and filling the role of Fire Chief for the City of Turlock. Staff is presenting for Council's consideration, an agreement expanding the Turlock Fire Department's involvement in regionalization by entering into an expanded partnership with the City of Modesto to provide fire administration support services and filling the role of City of Turlock Fire Chief.

3. DISCUSSION OF ISSUE:

The City of Turlock has been without a permanent fire chief since June 27, 2019 and the position has been filled with Interim Chief Officers since that date. The fire department has been challenged with meeting the administrative needs of long-term planning, forecasting, implementing change in our industry and struggling to meet the daily responsibilities of managing and leading an all risk public safety organization.

Options for filling the fire chief's position include recruitment of a full-time fire chief and exploring contract for services. Through the evaluation process and to build on our 2014 MCST (Modesto, Ceres, Stanislaus Consolidated FPD, Turlock) resource sharing agreement, the option of contract for fire administration services and fire chief was the primary focus.

An opportunity exists to join the City of Oakdale, Oakdale Fire Protection District, City of Ceres, Stanislaus Consolidated FPD, and the City of Modesto as a participating member of a fully staffed regional administration team through a contract for service agreement. The proposed contract for service provides a single fire chief for all the above-mentioned organizations leading and managing services of all risk organizations. This agreement provides full access to the support staff and streamlines program development including specialized rescue, paramedic ALS, and hazardous materials release and response. As a participant in the regional administration team it provides opportunities for fleet maintenance, joint purchase of equipment and supplies, standardization of all operational procedures, and a greater voice in industry change.

The agreement provides for the Modesto Fire Chief serving as the Turlock Fire Chief with all associated authority and responsibilities. A Modesto Assistant Fire Chief will be assigned to provide oversight and be the point of contact for the City Manager and Executive Staff. The Assistant Chief will attend Turlock City Council meetings and will serve as the fire department representative in the executive management team meetings and activities. A Modesto Fire Deputy Chief will provide the daily Turlock Fire Department operational and administrative roles and responsibilities and be assigned to and stationed in the Turlock Fire Department administrative headquarters. The City of Modesto Fire Chief will attend and participate directly as needed and warranted as a Turlock Executive Staff representative. The City of Modesto Fire Chief will be available to the City Council and responds to requests by the City Manager.

The contract is for filling the role of Turlock Fire Chief and provides access to the full support of the regional fire administrative team (see attachment B – MFD Organizational Chart). All members of the City of Turlock, Turlock Fire Department will remain employees of the City of Turlock. The City of Modesto Chief and his/her designee will administer and follow all City of Turlock policies, procedures, and labor agreements.

It is anticipated that the Division Chief of Operations position will be filled from within the Turlock Firefighters Local 2434 by qualified applicants. This position will remain a City of Turlock employee. This promotional opportunity is currently in process.

The cost analysis compares the contract pricing provided by the City of Modesto to the Turlock Fire Chief position at entry step 2 first year with a \$27,000 add on for a contract EMS coordinator. The agreement pricing includes EMS coordination and the full weight of the regional administration team. The value of the contract provides participation in and the benefits of a fully staffed fire administration team, a Deputy Chief assigned to the City of Turlock and depth of resources to lead and manage the Turlock Fire Department. Five (5) year contract cost and comparison is attached (C)

This staffing model for fire administration has been reviewed by Citygate Associates. Citygate Associate will be available to report and answer questions during the presentation.

4. BASIS FOR RECOMMENDATION:

A. The contract proposal is an opportunity to build on regionalization, improve efficiencies, reduce redundancy, standardize, and speak with a stronger voice in industry change. Having access to a fully staffed regional administrative and operational team streamlines program development and provides for increased services to our Community.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The City of Turlock will realize a \$6,494 cost savings of for the remainder of this fiscal year and a cost savings of \$180,415 for the full term of the proposed contract.

A budget appropriation is necessary through this action, or will be, during the February quarterly budget review for the fire chief's position filled by contract or City of Turlock hire. The budget appropriation is due to the fiscal impact of overtime created by the City Council authorization to staff the fourth fire station July 1, 2021 without restoring frozen firefighter positions until September, the time necessary to recruit and train new firefighters, the unplanned resignations/retirement of five members and the significant staffing impact created by the COVID pandemic.

Budget Amendment: Appropriating \$126,554.28 to account number 110-10-109.43060_000 "Contract Services General" from "Unrestricted General Fund Reserve" to fund fire administrative services with the City of Modesto.

6. STAFF RECOMMENDATION:

Staff recommends approving an agreement between the City of Turlock and the City of Modesto whereby the City of Modesto will provide fire administrative support services for the City of Turlock, Turlock Fire Department and utilizing funds from the "Unrestricted General Fund Reserve" for the fire administrative services.

7. CITY MANAGER'S COMMENTS:

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Council may choose not to approve the Agreement with the City of Modesto and recruits a fire chief.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2022-
\$126,554.28 TO ACCOUNT NUMBER	}	
110-10-109.43060_000 “CONTRACT SERVICES	}	
GENERAL” FROM “UNRESTRICTED GENERAL	}	
FUND RESERVE” TO FUND FIRE	}	
ADMINISTRATIVE SERVICES WITH THE CITY	}	
OF MODESTO	}	

WHEREAS, both City of Modesto and City of Turlock provide fire protection, prevention, suppression services, and related services such as emergency medical services, emergency preparedness, mitigation of hazardous materials incidents, and special operations including, but not limited to, confined space rescue, technical rescue, and water rescue (“Fire Services”), in addition to administrative services, including, but not limited to, payroll, human resources, budgeting, data analysis and overall department oversight within the territorial limits of the cities of Modesto and Turlock; and

WHEREAS, City of Turlock desires to contract with City of Modesto for the provision of fire administrative services, within the City of Modesto and City of Turlock jurisdictional boundaries (“Fire Administrative Services”); and

WHEREAS, City of Modesto is willing, able and possesses the capacity to perform the Fire Administrative Services; and

WHEREAS, the Parties desire to enter into a fruitful and long-term partnership for the provision of the Fire Administrative Services; and

WHEREAS, the Parties agree that this Agreement will ensure provision of continued Fire Administrative Services; and

WHEREAS, it is the desire of the Parties to address, by this Agreement, all matters which are related to the Fire Administrative Services to be provided to City of Turlock by City of Modesto; and

WHEREAS, this Agreement is entered into pursuant to Government Code sections 54981 and 6502; and

WHEREAS, the Parties acknowledge they have complied with the provisions of the Meyers Milias-Brown Act (Gov. Code §§ 3500 et seq.) and applicable laws, rules, and ordinances with respect to its employees affected by this Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$126,554.28 to account number 110-10-109.43060_000 “Contract Services General” from “Unrestricted General Fund Reserve” to fund Fire Administrative Services with the City of Modesto

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of January, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

**AGREEMENT TO PROVIDE FIRE ADMINISTRATIVE SERVICES BETWEEN
THE CITY OF MODESTO AND THE CITY OF TURLOCK**

This Agreement (“Agreement”) is made and entered into this ____ day of _____ 2022 (the “Effective Date”), by and between the City of Modesto ("City of Modesto"), a California municipal corporation and the City of Turlock (“City of Turlock”), a California municipal corporation, collectively referred to as the “Parties” in this Agreement.

RECITALS

WHEREAS, both City of Modesto and City of Turlock provides fire protection, prevention, suppression services, and related services such as emergency medical services, emergency preparedness, mitigation of hazardous materials incidents, and special operations including, but not limited to, confined space rescue, technical rescue, and water rescue (“Fire Services”), in addition to administrative services, including, but not limited to, payroll, human resources, budgeting, data analysis and overall department oversight within the territorial limits of the cities of Modesto and Turlock; and

WHEREAS, City of Turlock desires to contract with City of Modesto for the provision of fire administrative services for the Turlock Fire Department (“Turlock Fire”), within the City and Turlock jurisdictional boundaries (“Fire Administrative Services”); and

WHEREAS, City of Modesto is willing, able, and possesses the capacity to perform the Fire Administrative Services; and

WHEREAS, the Parties desire to enter into a fruitful and long-term partnership for the provision of the Fire Administrative Services; and

WHEREAS, the Parties agree that this Agreement will ensure the provision of continued Fire Administrative Services; and

WHEREAS, it is the desire of the Parties to address, by this Agreement, all matters which are related to the Fire Administrative Services to be provided to Turlock Fire by City of Modesto; and

WHEREAS, this Agreement is entered into pursuant to Government Code sections 54981 and 6502; and

WHEREAS, the Parties acknowledge they have complied with the provisions of the Meyers Milias-Brown Act (Gov. Code §§ 3500 *et seq.*) and applicable laws, rules, and ordinances with respect to its employees affected by this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants in this Agreement, it is agreed by and between the Parties hereto as follows:

ARTICLE I DEFINITIONS

1.1 **Fire Administrative Services.** “Fire Administrative Services” means those services described in Article III of this Agreement.

1.2 **Fiscal Year.** “Fiscal Year” means the annual period commencing on July 1 and ending June 30 of any calendar year.

ARTICLE II TERM OF AGREEMENT

2.1. **Initial Term.** The initial term of this Agreement shall be for four years, four and one-half months, from February 15, 2022, to June 30, 2026.

2.2. **Extension of Term.** This Agreement may, by approval of the Parties and their governing bodies, be extended for one additional two (2) year term; provided, however, that all Parties receive final approval for such extension no later than June 30, 2025. Due to Fiscal Year appropriation and budget planning, this extension approval date shall be considered a firm date, unless all the Parties agree in writing to allow a later date for approval by the Parties’ respective governing bodies.

2.3. **Termination.** Notwithstanding Sections 2.1 and 2.2 and any other provision of this Agreement, either Party may terminate this Agreement by providing twelve (12) months’ written notification to the other Party, and the term of this Agreement or any extension thereof shall be shortened accordingly. Written notification of termination shall be in the form of a Resolution by the applicable Party’s governing body. The twelve (12) months’ written notification requirement shall not be triggered until such Resolution is tendered, delivered, or mailed to the other Party. Notwithstanding the foregoing, the City of Modesto may terminate this Agreement pursuant to Section 5.2 of this Agreement.

ARTICLE III DUTIES OF CITY UNDER THIS AGREEMENT

3.1 **Scope of Services.** City of Modesto shall provide Fire Administrative Services for Turlock Fire, as more specifically described in this Article, within the jurisdictional area of City of Turlock. In providing such services, City of Modesto shall oversee the provisions of Turlock Municipal Code Title 4 Chapter 4-3 entitled “Fire Codes and Administration” (“Turlock Fire Cod”). Throughout the term of the Agreement and as reasonably needed or as requested by City of Turlock, City of Modesto shall consult with City of Turlock regarding City of Modesto’s implementation of the

provisions of this agreement.

3.2 **Bi-Annual Review of Services.** Unless otherwise waived by all the Parties, City of Modesto agrees to, and shall cooperate in, a bi-annual review of the expectations outlined in this Article, that shall take place at a mutually agreeable time between the Parties. If areas of improvement are identified in the course of this review, then a reasonable corrective action plan shall be mutually developed and agreed upon. Such corrective action shall be memorialized in a writing signed by all the Parties.

3.3 **Advisory Committee.** An Advisory Committee, consisting of Turlock City Manager, one (1) representative from the Turlock City Council, and the City's Fire Chief and Modesto City Manager, shall be formed to discuss and provide advisory input regarding the delivery of Fire Administrative Services for Turlock. The Advisory Committee shall agree to meet no less than twice per year at a mutually agreeable time and location.

3.4 **Description of Fire Administrative Services to be provided by City of Modesto.** The City of Modesto shall provide the fire administrative services listed in this Section 3.4 for Turlock Fire to maintain Fire Services for the City of Turlock. The City of Modesto shall:

A. Serve as the "Fire Chief" as defined in the Turlock Municipal Code for Turlock Fire.

B. Oversee and administer Turlock Fire operations including budget, training, personnel, facilities, and all other operations as directed by the Turlock City Council.

C. Represent Turlock Fire in public meetings with local, state, and federal officials as needed to enhance and improve the protection of life in City of Turlock.

D. Undertake Fire Services program planning and administration consistent with the terms and conditions of this Agreement.

E. Assist in the development and administration of annual Turlock Fire budgets.

F. Assist with emergency and disaster management within the Stanislaus County Emergency Operations Center as timely requested by the Turlock City Council.

G. Coordinate procurement of all routine operational supplies, services, and equipment as necessary to provide the Fire Services outlined in this Agreement.

H. Coordinate and provide reasonable assistance to help ensure that fire safety inspections of all state-mandated occupancies and enforcement of weed abatement are performed within City of Turlock.

I. Maintain sufficient, segregated records relating to provision of Fire Administrative Services to Turlock Fire, including, but not limited to response time data for all incident responses. At a minimum, such records shall be sufficient to meet any and all federal and state reporting obligations as they relate to the provision of Fire Services, including but not limited to annual audits, mutual aid, and reimbursement for disaster response, hazardous material response, or other incident responses. Such records, reports and response data shall be provided to Turlock Fire, City of Turlock or the Turlock City Council at their request.

J. Coordinate the planning, development, and delivery of fire prevention and safety education programs for schools, businesses, community associations, child-care providers, and other members of the community. Fire prevention and life safety programs will be tailored to educate Turlock residents and business community in order to help preserve life and property.

3.5 **Miscellaneous.**

A. False Fire Alarms. City of Modesto will enforce the provisions of the Turlock Municipal Code providing for recovery of costs associated with responses to false fire alarms.

B. Hazardous Materials Releases. City of Modesto will enforce the provisions of the Turlock Municipal Code or Modesto Municipal Code providing for recovery of costs associated with responses to releases of hazardous materials.

ARTICLE IV DUTIES OF CITY OF TURLOCK

4.1 **Payment for Fire Administrative Services.** City of Turlock shall compensate City of Modesto for the provision of Fire Administrative Services as further described in Article V of this Agreement.

ARTICLE V ANNUAL FIXED FEE FOR FIRE ADMINISTRATIVE SERVICES

5.1 **Annual Fixed Fee for Services.** City of Turlock agrees to pay City of Modesto for all services provided pursuant to the terms and conditions of this Agreement in the amounts and times as set forth in Exhibit A and this Article.

A. The Fee Payment Schedule as set forth in Exhibit A is based upon the five (5) year budget projection describing the total reasonably anticipated costs of providing Fire Administrative Services for each Fiscal Year or portion thereof. Should the City of Modesto realize fiscal benefits through economies of scale if it contracts with additional agencies for fire administrative services, the fee for service paid by City of Turlock under this Agreement may be revised.

B. On the last day of each month throughout the duration of this Agreement, City of Turlock agrees to remit to City of Modesto payments amounting to 1/12th of the annual fiscal obligation hereunder, pursuant to the fee schedule set forth in Exhibit A. City of Turlock is responsible to pay the full monthly amounts as each are required pursuant to Exhibit A.

C. The Fee Payment Schedule and amounts due under this Agreement shall be pro-rated based upon Agreement execution date.

5.2 Delinquent Payments. In the event that City of Turlock fails to pay the entire amount described in Section 5.1.B. above within fifteen (15) calendar days of the due date (“Delinquent Payment”), the amount due shall be subject to the City of Modesto’s policy regarding delinquent payments in effect at the time of the Delinquent Payment.

A. In the event that City of Turlock does not pay the required monthly payment as identified in Section 5.1.B. within thirty (30) calendar days of the due date, the City of Modesto shall provide notice that all Fire Administrative Services may be terminated in thirty (30) calendar days.

B. In the event that City of Turlock does not pay the required monthly payment plus any penalty amounts assessed pursuant to City of Modesto policy at the end of the thirty (30) calendar day notification period give pursuant to Section 5.2.A, the City of Modesto shall have the option to terminate Fire Administrative Services immediately and without further notice.

5.3 Service Level Reductions. If budgetary constraints require service level reductions by any Party, all Parties agree to meet and confer.

ARTICLE VI PERSONNEL

6.1 Hiring of Employees. At the time of execution of this Agreement, all current full-time Turlock Fire administrative staff will remain employed in their current positions with Turlock Fire.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Mutual Indemnification.

A. City of Modesto shall indemnify, defend and hold harmless City of Turlock (including their elected or appointed officials, employees, agents, volunteers, and attorneys as the same may be constituted now and from time to time hereafter) to the extent allowed by law and in proportion to City of Modesto’s fault, against any and all third-party liability for claims, demands, costs, or judgments (direct, indirect, incidental, or consequential) of any kind including those involving bodily injury, personal injury, death, property damage, or

other costs and expenses (including reasonable attorneys' fees, costs and expenses) arising or resulting from the negligent acts or omissions of its own elected or appointed officers, agents, employees, volunteers, or representatives carried out pursuant to the obligations of this Agreement.

B. City of Turlock shall indemnify, defend and hold harmless the City of Modesto (including its elected or appointed officials, employees, agents, volunteers, and attorneys as the same may be constituted now and from time to time hereafter) to the extent allowed by law and in proportion to City of Turlock's fault, against any and all third-party liability for claims, demands, costs, or judgments (direct, indirect, incidental, or consequential) of any kind including those involving bodily injury, personal injury, death, property damage, or other costs and expenses (including reasonable attorneys' fees, costs and expenses) arising or resulting from their negligent acts or omissions of their own elected or appointed officers, agents, employees, volunteers, or representatives carried out pursuant to the obligations of this Agreement.

7.2 Mutual Indemnification Obligations Survive Termination. As to activities occurring or being carried out in the performance of this Agreement and during the term of this Agreement, the obligations created by Agreement Section 7.1 shall survive termination of this Agreement.

7.3 Public Liability and Property Insurance.

A. Each Party shall maintain in effect, at its own cost and expense, the following insurance coverage provided either through a bona fide program of self-insurance, commercial insurance policies, or any combination thereof:

(i) Commercial general liability or public liability with minimum limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

(ii) Auto liability insurance including owned, leased, non-owned, and hired automobiles, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(iii) Workers' Compensation in accordance with California Labor Code Section 3700 with a minimum of \$1,000,000 per occurrence for employer's liability, for the duration of time that such workers are employed.

B. All insurance required by this Agreement shall:

(i) Be placed: (1) with companies admitted to transact insurance business in the State of California and with a current A.M. Best rating of no less than A:VI or with carriers with a current A.M. Best rating of no less than A: VII; or (2) disclosed self-insurance with limits acceptable to the other Party.

(ii) Provide that each Party's insurance is primary and non-

contributing insurance to any insurance or self-insurance maintained by the other Party and that the insurance of the other Party shall not be called upon to contribute to a loss covered by a Party's insurance.

C. Each Party shall file certificates of insurance with the other Party evidencing that the required insurance is in effect.

7.4 **Workers' Compensation.**

A. City of Turlock shall provide the City of Modesto with an endorsement that its Workers' Compensation insurer waives the right of subrogation against the City of Modesto, its officers, officials, employees, and volunteers for all claims on or after the Effective Date of this Agreement during the tenure of said Agreement.

B. City of Turlock.

ARTICLE VIII MISCELLANEOUS

8.1 **Amendments to Agreement.** No part of this Agreement shall be altered or amended without the written agreement of the Parties.

8.2 **Assignment.** The rights and obligations of the Parties under this Agreement are not assignable and shall not be delegated without the prior written approval of the Parties.

8.3 **Dispute Resolution.** The Parties recognize that this Agreement cannot represent a complete expression of all issues which may arise during the performance of the Agreement. Accordingly, City of Modesto and City of Turlock agree to meet and confer in good faith over any issue not expressly described herein to the end that City of Turlock will obtain the best Fire Administrative Services possible under the most favorable economic terms and that City of Modesto will be fairly and adequately compensated for the services it provides hereunder.

It is the Parties' intention to avoid the cost of litigation and to resolve any issues that may arise amicably if possible. To that end, the Parties agree to meet within ten (10) business days of a request made by the other Party in writing to discuss the issues and attempt to resolve the dispute. If the dispute is not resolved after that meeting, the Parties agree to mediate the dispute within thirty (30) calendar days of the meeting or as soon thereafter as possible. The mediator will be chosen by mutual agreement of the Parties. The costs of mediation will be borne by the Parties equally. No Party may initiate litigation prior to the conclusion of mediation. In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorney fees pursuant to California Civil Code Section 1717.

8.4 **No Waiver.** The waiver of any Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either Party of any monies that become due hereunder shall not be deemed to be a waiver for any preexisting or concurrent breach or violation by the other Party

of any provision of this Agreement.

8.5 **Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the Parties to it and their representatives, successors, and permitted assignees.

8.6 **Interpretation.** This Agreement shall be interpreted and construed reasonably and neither for nor against any Party, regardless of the degree to which any Party participated in its drafting. Each of the Parties has received the advice of legal counsel prior to signing this Agreement. Each Party acknowledges no other party or agent or attorney has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter herein to induce another party to execute this Agreement. The Parties agree no provision or provisions may be subject to any rules of construction based upon any Party being considered the Party “drafting” this Agreement.

When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural, and the masculine shall include the feminine and neuter and vice versa. Whenever a reference is made herein to a particular provision of this Agreement, it means and includes all paragraphs, subparagraphs and subparts thereof, and, whenever a reference is made herein to a particular paragraph or subparagraph, it shall include all subparagraphs and subparts thereof.

8.7 **Captions.** The captions in this Agreement are for convenience and reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

8.8 **References to Laws.** All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or re-codified, unless otherwise specifically provided.

8.9 **References to Days.** All references to days herein are to calendar days, including Saturdays, Sundays, and holidays, except as otherwise specifically provided. Unless otherwise required by a specific provision of this Agreement, time hereunder is to be computed excluding the first day and including the last day.

8.10 **Time of Essence.** Time is of the essence of this Agreement and of every part of this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

8.11 **Severability.** If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and such remaining provision shall be enforced as if such invalid or unenforceable provision had not been contained herein.

8.12 **Choice of Law and Venue.** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from

this Agreement shall be in that state and the venue shall be in Stanislaus County, California.

8.13 **Entire Agreement.** This Agreement represents the full and entire Agreement between the Parties regarding the matters covered herein.

8.14 **Counterparts.** This Agreement may be executed in counterparts each of which shall be considered an original.

8.15 **Exhibits.** The following Exhibits are attached hereto and incorporated as if fully set forth herein:

Exhibit A: Fee Payment Schedule (FY 2021-2022 – FY 2026-2027)

8.16 **Notices.** All notices required or permitted hereunder shall be deemed sufficiently given if delivered by hand, electronic mail, or by United States mail, postage prepaid, addressed to the Parties at the addresses set forth below or to such other address as may, from time to time, be designated in writing.

To City of Turlock:

Sarah Tamey Eddy
Interim Turlock City
Manager
156 S. Broadway, Ste. 230
Turlock, CA 95380

To City of Modesto:

Joseph Lopez
Modesto City Manager
1010 10th Street
Modesto, CA 95354

8.17 **Joint Defense/Common Interest.** In the event of a third-party challenge of any type to this Agreement, the Parties agree to jointly defend the validity and implementation of the Agreement.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2022-_____, adopted by the Council of the City of Modesto on the day of _____, 2022, and the City of Turlock has caused this Agreement to be duly executed in duplicate as of the Effective Date.

**City of Modesto, a California
municipal corporation**

By: _____

Print Name: _____

Title: _____

Date _____

**City of Turlock, a California
municipal corporation**

By: _____
Sarah Tamey Eddy, Interim City Manager

APPROVED AS TO SUFFICIENCY:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, Interim City Clerk

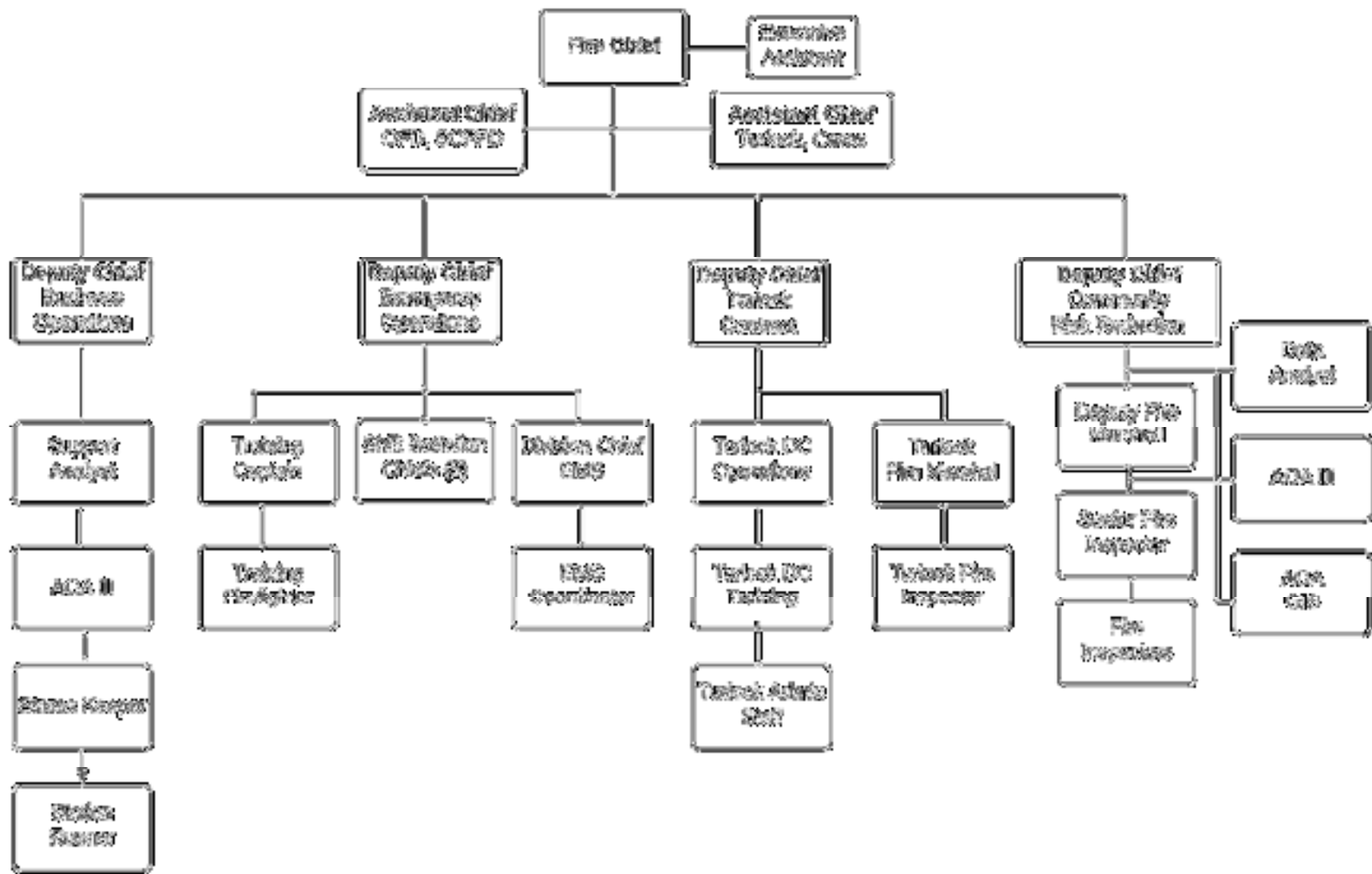
Pursuant to Turlock Municipal Code Sections 2-3-201 and 2-4-407(c), I hereby appoint Alan Ernst as the Fire Chief of the Turlock Fire Department.

By: _____
Sarah Tamey Eddy, Interim City Manager

EXHIBIT A
FEE SCHEDULE

	FY 21/22 (4.5 Months)	FY 22/23	FY 23/24	FY 24/25	FY 25/26
July		\$29,338.52	\$31,272.87	\$31,948.46	\$32,643.83
August		\$29,338.52	\$31,272.87	\$31,948.46	\$32,643.83
September		\$29,338.52	\$31,272.87	\$31,948.46	\$32,643.83
October		\$29,338.52	\$31,272.87	\$31,948.46	\$32,643.83
November		\$29,338.52	\$31,272.87	\$31,948.46	\$32,643.83
December		\$29,338.52	\$31,272.87	\$31,948.46	\$32,643.83
January		\$29,338.52	\$31,272.87	\$31,948.46	\$32,643.83
February	\$14,061.59	\$29,338.52	\$31,272.87	\$31,948.46	\$32,643.83
March	\$28,123.17	\$29,338.52	\$31,272.87	\$31,948.46	\$32,643.83
April	\$28,123.17	\$29,338.52	\$31,272.87	\$31,948.46	\$32,643.83
May	\$28,123.17	\$29,338.52	\$31,272.87	\$31,948.46	\$32,643.83
June	\$28,123.17	\$29,338.52	\$31,272.87	\$31,948.46	\$32,643.83
Total	\$126,554.28	\$352,062.25	\$375,274.43	\$383,381.58	\$391,726.00

Modesto Fire Department – Regional Administration Team with Turlock Fire



Contract Cost Comparison – February 15, 2022 – June 30, 2026

	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
<u>Cost Factors To Contract with Modesto Fire:</u>					
Deputy Chief (Step C First Year)	\$107,804.28	\$302,062.25	\$325,274.43	\$333,381.58	\$341,726.00
Admin Fee	\$18,750.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
	\$126,554.28	\$352,062.25	\$375,274.43	\$383,381.58	\$391,726.00
<u>Cost Factors To Fill Fire Chief Position:</u>					
Turlock Fire Chief (Step 2 First Year)	\$124,048.13	\$349,121.25	\$379,154.13	\$408,183.38	\$431,906.00
EMS Administration Contract	\$9,000.00	\$27,000.00	\$27,000.00	\$27,000.00	\$27,000.00
	\$133,048.13	\$376,121.25	\$406,154.13	\$435,183.38	\$458,906.00
Cost Savings Per Year:	<u>\$ (6,493.85)</u>	<u>\$ (24,059.00)</u>	<u>\$ (30,879.69)</u>	<u>\$ (51,801.80)</u>	<u>\$ (67,180.00)</u>

Summary:

Contract cost is \$180,415. less than the traditional organization structure for the contract term of four years, four one-half months.

Additional contract cost savings not included in the comparison: Training, PPE, Recruitment expenses and HR Support associated with the recruitment and retention of a Turlock Fire Chief.

City Council Staff Report

January 25, 2022



From: Maria Ramos, Community Housing Supervisor

Prepared by: Maria Ramos, Community Housing Supervisor

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Option #1:

Motion: Reassigning the lead entity of the City of Turlock/Stanislaus County HOME Consortium to Stanislaus County and have Turlock remain as a member City

Option #2:

Motion: Disbanding the City of Turlock/Stanislaus HOME Consortium

Option #3:

Motion: Applying as a single Participating Jurisdiction

Option #4:

Motion: Turlock continuing as the Lead Entity for the City of Turlock/Stanislaus HOME Consortium

2. SYNOPSIS:

Reviewing the various options regarding the City of Turlock/Stanislaus County HOME Consortium (HOME Consortium) and the financial implications that the HOME program has on the City of Turlock.

3. DISCUSSION OF ISSUE:

On November 9, 2021, City Council asked the Housing Department to look into various options regarding the City of Turlock/Stanislaus County HOME Consortium (HOME Consortium) and the financial implications that the HOME program has on the City of Turlock. Included in this staff report is the history of the HOME Consortium as well as; Options that are available to the City of Turlock regarding the HOME Consortium; financial impacts of each option; long term fiscal impact; HOME ARP funds; PERS costs to City and Turlock's Housing Element impacts.

History

Prior to the City of Turlock and Stanislaus County forming the City of Turlock/Stanislaus County HOME Consortium, each jurisdiction applied for State HOME funds. The applications were available to non-entitlement jurisdictions and were handled through an annual competitive application process. Even though each jurisdiction was successful in obtaining funding, it was becoming more and more fierce and both Turlock and the County found themselves not being awarded during one of the application periods.

In early 1999, the City of Turlock and Stanislaus County met to discuss the possibility of forming a HOME Consortium for the purpose of qualifying as a Participating Jurisdiction (PJ) under the Federal Home Investment Partnerships Program (HOME) instead of annually competing for HOME State funds. A PJ is defined as any State or local government that has been designated by HUD to administer a HOME program grant. A HOME Consortium would provide entitlement status to the two jurisdictions and an annual direct allocation from HUD, eliminating the need to annually compete for HOME funds at the state level. In mid-June of 1999 both the Stanislaus County Board of Supervisors and the City of Turlock Council agreed that forming a HOME consortium was the best method of securing annual HOME funding and the City of Turlock/Stanislaus County HOME Consortium was formed.

During the formation of the HOME Consortium, it was also agreed that the City of Turlock would act as the one member of local government or Lead Entity authorized to act as the representative for the HOME Consortium for the implementation and administration of the HOME funds. The HOME Consortium is made up by the City of Turlock and the Stanislaus Urban County. The Urban county is currently comprised of the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Waterford, and Stanislaus unincorporated areas.

Since the HOME Consortium's inception (FY 2000-2001) to this current fiscal year (2021-2022) the HOME Consortium has received approximately \$26.9 million in total grant allocations (This number covers 22 years with an average grant allocation of 1.2 mil. per year). Total allocations to members (only allocations not actual expenses) for the 22 years are as follows:

Members	Project Allocations	Administrative Allocations	Total Allocations
City of Turlock	5,430,733	2,226,362	7,657,095
Stanislaus County	5,620,033	176,484	5,796,517
City of Ceres	2,026,462	61,471	2,087,933
City of Hughson	315,713	5,000	320,713
City of Newman	1,718,492	60,219	1,778,711
City of Oakdale	1,976,899	56,942	2,033,841
City of Patterson	1,778,036	57,264	1,835,300
City of Riverbank	203,313	5,000	208,131
City of Waterford	1,153,611	47,436	1,201,047
Community Housing Development Organizations (CHDO)	4,044,536	N/A	4,044,536
Totals	24,267,828	2,696,178	26,964,006

Last few year allocation amounts:

Allocation FY 2017-2018 \$ 967,943
 Allocation FY 2018-2019 \$1,382,383
 Allocation FY 2019-2020 \$1,266,981
 Allocation FY 2020-2021 \$1,425,743
 Allocation FY 2021-2022 \$1,468,808

The HOME program allows up to 10% of the annual grant amount to be used for administrative expenses. Each member receives a \$2,500 allowance and the remaining administrative funds are used by Turlock. Exhibit A shows the current fiscal year grant allocations for each member. The lead entity elects how much, if any, of the HOME administrative funds are to be shared with its HOME Consortium members.

Over the 22-year period, Turlock HOME funds have been used for First Time Home Buyer loans (FTHB) and property acquisition for senior, low income households, transitional, domestic violence victims, and homeless affordable housing units. The City of Turlock has assisted approximately 126 FTHB's with loans to assist them with purchasing homes totaling over 5 million dollars and has created 20 affordable housing units for the above-mentioned population groups in Turlock.

As requested by Council, staff has put together a list of options regarding HOME Consortium funds that are available to the City and the financial impacts each will have. The options are as follows:

- 1- Reassign the lead entity of the City of Turlock/Stanislaus County HOME Consortium to Stanislaus County and have Turlock remain as a member City
- 2- Disbanding the City of Turlock/Stanislaus County HOME Consortium
- 3- Apply as a single Participating Jurisdiction (PJ)
- 4- Turlock continue as the Lead Entity for the City of Turlock/Stanislaus County HOME Consortium

Option 1

Reassign the Lead of the City of Turlock/Stanislaus County HOME Consortium Lead to Stanislaus County and have Turlock remain as a member

The HOME Consortium may change its lead entity. This can occur only at the end of its 3-year agreement (September 30, 2022). A new 3-year HOME Consortium agreement would reflect Stanislaus County as the new Lead Entity for the City of Turlock/Stanislaus County HOME Consortium. The HOME Consortium, under the new Lead Entity, would be considered a new PJ and must meet the allocation and participation thresholds of the program. The thresholds are created by HUD. The formula factors used to determine the threshold include poverty, rental housing, housing supply, cost index, rehabilitation of rental housing and population index. The threshold for 2021 was \$500,000.

Stanislaus County serves as the Lead Entity for the Stanislaus Urban County, that consists of the same members of the HOME Consortium with the exception of Turlock for HUD Community Development Block Grant (CDBG) funds. By HUD's requirements of an eligible lead entity, the County's Planning and Community Development Department would be the default successor.

Based on discussion with our current HUD representative, there would be no problem in meeting the threshold as long as all of the members remain in the Consortium. Turlock, as the previous Lead Entity, would remain responsible for all current undisbursed HOME funds and previous outstanding projects initiated under the HOME Consortium agreements and for ALL long-term responsibilities of the HOME program. These responsibilities are based on the amount of HOME funds allocated to a project. All of Turlock's HOME assisted project have a minimum 30 year affordability period. The financial and monitoring responsibilities that would remain with Turlock include: project monitoring, loan management, payment processing, subordination requests, reconveyance processing, occupancy certifications, CAPER reporting, HUD and City internal audits, HUD draws and reporting for all projects, and funding for projects through grant funding for Fiscal Year 2021-2022. The outstanding projects that would remain as Turlock's long-term responsibility would be as follows:

First Time Home Buyer loans- 126
Projects within Turlock- 20
Projects in member cities- 278

Exhibit B shows the general location of the 20 projects located within the City of Turlock.

The new lead entity would assume responsibility for all HOME funds received during its qualification federal fiscal year periods beginning FY 2022-2023. Notification of the change in the lead would need to be provided to the San Francisco HUD Field Office by March 1, 2022 and the County of Board of Supervisors would have to authorize taking over as the lead entity for the HOME Consortium.

Financial Impact

The HOME Consortium received an allocation of \$1,468,808 for FY 2021-2022. Of these funds, the grant also allows a maximum of 10% to be used for administrative costs and the remaining to be used for eligible activities.

As the Lead Entity, Turlock uses a formula to equitably distribute the allocation to members. This formula is currently based on population levels. Exhibit A will show the allocations available to each PJ this current fiscal year.

The Lead Entity is responsible to determine how funds are distributed as well as meeting the annual expenditure deadlines for the HOME Consortium. Annually Turlock will retain the uncommitted funds from its members for Turlock projects in order to meet the deadline. This has allowed Turlock to fund large affordable housing projects such as Avena Bella. Those additional funds will no longer be available to the City.

The City would receive a minimal administrative allocation from the County. The allocation amount is unknown. The administrative funds currently received by Turlock primarily pay a large percentage of the salary of one Housing staff member. There will be a fiscal impact to the general fund (approximately \$100,000) as it will be needed to cover the deficit or the position would need to be eliminated as administration funding would be insufficient. The other funding that is received by the Housing Department cannot absorb the added administration responsibilities of the HOME program.

Turlock would still remain responsible for all undisbursed HOME Consortium funds and any outstanding projects initiated under the current and previous HOME Consortium agreements and for all long-term responsibilities of the HOME program. The responsibilities include: project monitoring, loan management, payment processing, subordination requests, reconveyance processing, occupancy certifications, CAPER reporting, HUD and City audits, HUD draws, and reporting. The responsibilities will remain throughout the periods of affordability for its completed HOME projects (30+ years).

Option 2

Disbanding the City of Turlock/Stanislaus County HOME Consortium

Once a consortium is designated as a PJ by HUD, it remains a PJ until all remaining funds including program income in its HOME account are expended. When the Consortium's qualification period has ended and is not re-qualifying for a new 3-year period, it may elect to return any undisbursed HOME funds to HUD. However, the Lead Entity (Turlock) has continuing responsibilities to comply with the HOME regulations as stated above.

Turlock would notify the San Francisco HUD Field Office of its intent of non-renewal and disbanding of the City of Turlock/Stanislaus County HOME Consortium by March 1, 2022. The 3-year agreement qualifying period ends 9/30/2022. At the November 9, 2021 Council meeting a 6-month termination option was mentioned, this option was removed at HUD's request through Amendment No. 1 (dated 9-18-19) to the 3-year agreement.

Stanislaus County would also be required to notify the San Francisco HUD Field Office of its intent to create a new Consortium, should it elect to do so. This notification would be required by March 1, 2022.

Financial Impact

The funding level that is currently secured from HUD as part of the HOME Consortium would be lost. Turlock would receive no direct allocation, but would still remain responsible for previous commitments as stated in Option 1.

The Stanislaus Urban County could apply to HUD to be a PJ and receive an annual allocation on their own. Because Turlock's threshold factor numbers would no longer be included in the formula to determine the allocation amount, they would receive less funding than the City of Turlock/Stanislaus County HOME Consortium currently receives.

Turlock would not be a part of the new County run HOME Consortium and would not receive a HOME funding allocation and possibly not be able to retain any future program income.

Under HOME guidelines, program income derived from consortium activities undertaken by a consortium member continues to be the consortium's program income. The new Lead Entity (Stanislaus Urban County) for the Consortium could permit Turlock to retain its program income as a subrecipient for future HOME projects pursuant a written agreement. The program income generated by Turlock on an annual basis is also used to assist in covering administration costs.

Turlock could apply individually to HUD as single PJ (see option 3 below for more information) or apply competitively for State HOME funds annually (a very limited amount of administrative dollars is available through this process).

There will be a fiscal impact to the General Fund (impact would depend on how much funding would be received by either HUD or the State) as it will be needed to cover the deficit or the position would need to be eliminated as administration funding would be insufficient. The other funding that is received by the Housing Department cannot absorb the added administration responsibilities of the HOME program.

Option 3

Apply as a single Participating Jurisdiction

Should Turlock wish to participate as a PJ on its own to HUD, it would be required to establish its stand-alone PJ status. Turlock would be required to notify HUD of its intent by March 1, 2022.

Under this option, the HOME Consortium would be disbanded and the County would need to follow the same process as Option 2 (Disbanding the City of Turlock/Stanislaus HOME Consortium).

Financial Impact

Based on the information that was provided by the HOME Program Office to our HUD representative, Turlock would receive an allocation from HUD of approximately \$359,000.

As mentioned in Option 1, a PJ must meet a participation threshold. According to HUD guidelines, a unit of general local government that has a formula allocation of less than \$750,000, or less than \$500,000 in fiscal years in which Congress appropriates less than \$1.5 billion for this part, must submit, with its notice, one or more of the following, as appropriate, as evidence that it has met the threshold allocation requirements in § 92.102(b):

- (1) Authorization from the State to transfer a portion of its allocation to the unit of general local government;
- (2) A letter from the governor or designee indicating that the required funds have been approved and budgeted for the unit of general local government;
- (3) A letter from the chief executive officer of the unit of general local government indicating that the required funds have been approved and budgeted.

If items 1 and 2 are not obtained, Turlock would currently fall under the less than \$500,000 category based on the current appropriations. This would require Turlock to come in with roughly \$141,000 of its own funds (non-federal) in order to meet the threshold and qualify as a stand-alone PJ for the upcoming fiscal year. A contribution would be required each year until Turlock has met or exceeded the formula allocation. Please keep in mind that the formula allocations are based on Congress appropriations and Turlock may meet or exceed the formula allocation in the future.

There will be a fiscal impact to the General Fund as it will be needed to cover the deficit or the position would need to be eliminated as administration funding would be insufficient. The other funding that is received by the Housing Department cannot absorb the added administration responsibilities of the HOME program.

Option 4

Turlock continue as the Lead agency for the City of Turlock/Stanislaus County HOME Consortium

No changes would occur. The new 3-year agreement would be processed and the HOME Consortium would continue as it has since its inception. At this time, members would be permitted to leave or join the Urban County's Consortium and no longer be a member of the HOME Consortium. Notification of the continued HOME Consortium would need to be provided to the San Francisco HUD Field Office by March 1, 2022. A HOME Consortium calendar of deadlines is included as Exhibit C.

In 1999, Stanislaus County looked to the City of Turlock to be the lead due to the City's staffing experience in servicing loans. With two decades of experience, Turlock has the strongest staffing capacity to continue the administration of the program and thus causing the least disruption in current HOME programming and administration.

Financial Impact

No impact is anticipated by the General Fund. Administrative costs for the program would continue be covered under the HOME Consortium allocation. This would maintain a status quo level of funding for all jurisdictions and would avoid the need for Stanislaus County to establish a new program.

HOME American Rescue Plan program funds (HOME ARP)

The City of Turlock/Stanislaus County HOME Consortium received notice of its HOME ARP allocation on 4/30/21 of \$5,323,420. The guidance received by our HUD representative from the Office of Affordable Housing Programs states that if the HOME Consortium changes lead entities, it essentially becomes a new participating jurisdiction. HOME-ARP funds are only available to participating jurisdictions that received formula allocations in FY 2021. Therefore, Stanislaus County would not be able to administer these funds. If a new consortium was formed, the HOME-ARP funds would still have to be administered by Turlock. Funds are required to be expended by 2030.

PERS/Staff retirement impacts

As a part of a Pension program, Unfunded Accrued Liability (UAL) can occur for all employees/groups. CalPERS establishes a discount rate for an expected rate of return on its investments. When this rate of return is not achieved, an unfunded liability will occur. Annual payments on the UAL is the amortized dollar amount needed to fund past service credit earned (or accrued) for members who are currently receiving benefits, active members, and for members entitled to deferred benefits, as of the valuation date. Over a period of time, the UAL for an employee does decrease because of the calculation of life expectancy and other factors that are met to determine the amount. The gains and losses are also a contributing factor of the UAL cost.

Currently all of the CalPERS costs are fully funded by the Housing department through the administrative dollars permitted by each funding source received. The funding will allow the department to continue to pay the CalPERS contributions and any UAL costs that may occur. Should the department see a funding decrease in its administrative funds general fund would more than likely need to cover the costs.

Housing Element Requirements

The Housing Element of the General Plan identifies the City's housing conditions and needs, establishes the goals, objectives, and policies that are the foundation of the City's housing strategy, and provides an array of programs to create sustainable, mixed-income neighborhoods across the City. The housing element statute requires addressing the reduction of governmental constraints on the development of housing for all income levels.

The HOME funds have historically been used as a funding source to assist the City in meeting the goals identified in the Housing Element. A reduction or elimination of HOME funds, will create a gap in the funding that is available to the City to meet its goals and possibly be unable to comply with the State requirements.

4. BASIS FOR RECOMMENDATION:

A. Based on Council direction provided to staff at the November 9, 2021 meeting, staff has provided the available options and the financial implications that the City of Turlock/Stanislaus County HOME Consortium has on the City of Turlock.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Options 1 through 3- Sufficient administrative funds would not be available therefore a contribution from the General fund would be required in order maintain current staff levels and or levels of housing production.

Option 4- no fiscal impact to the general fund

Budget Amendment

None

6. STAFF RECOMMENDATION:

Staff recommends that the City Council select Option 4- Turlock continue as the Lead agency for the City of Turlock/Stanislaus County HOME Consortium.

Turlock has the strongest staffing capacity to continue the administration of the program and thus causing the least disruption in current HOME programming and administration. Option 4 is also the only option where a general fund contribution will not be required.

7. CITY MANAGER'S COMMENTS:

Options 1 and 4 likely are the most viable approaches for the City to pursue. Option 2 adversely affects a number of cities without any offsetting benefits. Option 3 would lead to City having high overhead costs since the overhead for the program would not be spread over numerous local jurisdictions.

If the Council desires to maintain the status quo and have the City continue to lead the HOME Consortium because it believes the general fund revenues derived adequately compensate the City for the actual costs of being the Lead Entity, it should choose the staff recommended Option 1. If the Council desires to remove the City as the Lead Entity because it believes the general fund revenue provided does not reflect the actual costs to the City of being the Lead Entity, it should direct Option 1. However, the staff report suggests a number of ongoing costs to the City to administer HOME Consortium programs entered into while the City served as the Lead Entity. The staff report states that such obligations cannot be transferred to a new Lead Entity. In addition, those obligations last up to thirty (30) years after initiation of any particular program as that is the customary term for affordability obligations. If the Council directs Option 1, I would recommend it include a provision that staff confirm that any ongoing costs to the City to administer the legacy programs during its tenure as Lead Entity are not excessive.

8. ENVIRONMENTAL DETERMINATION:

Not Applicable

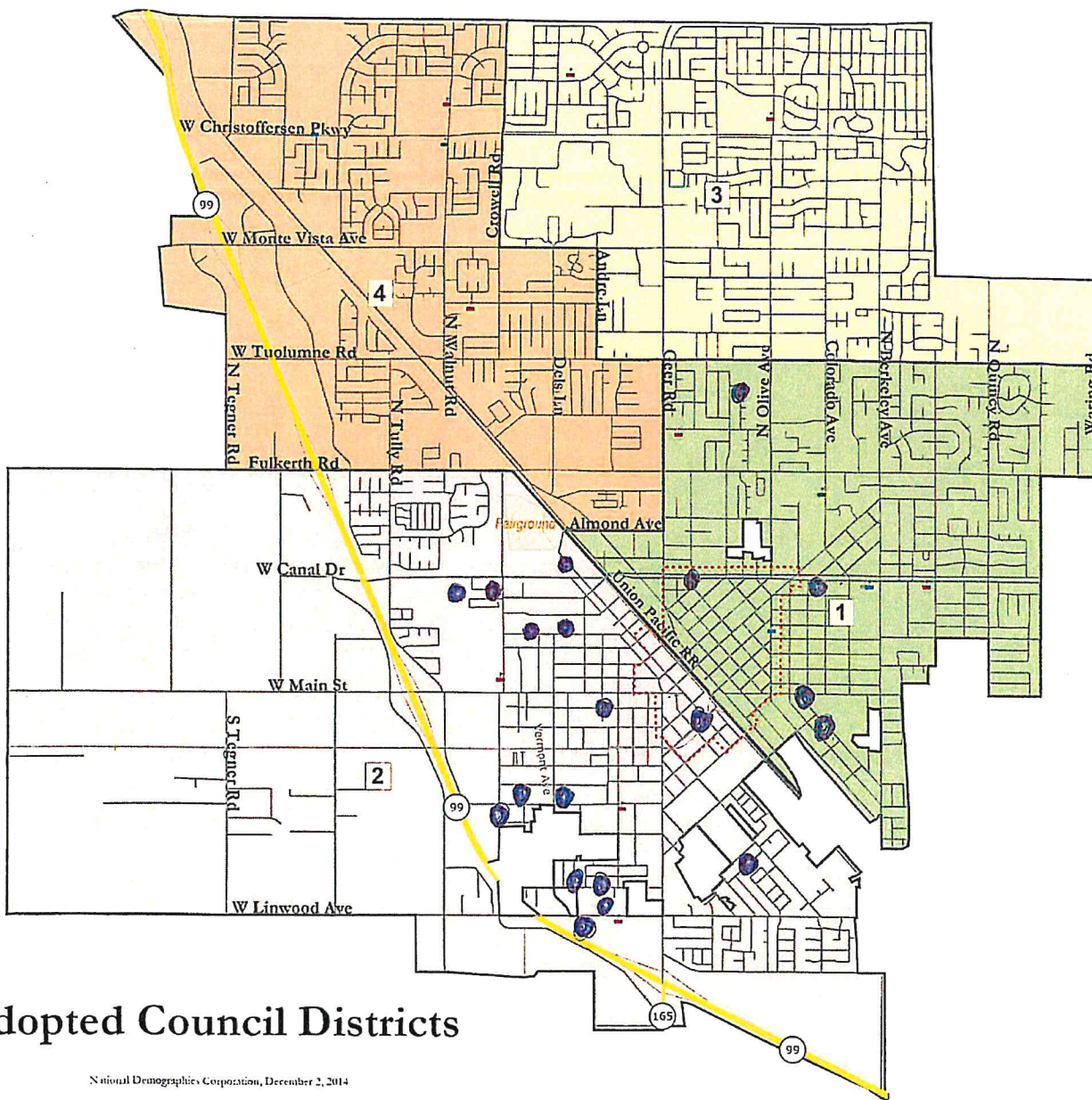
9. ALTERNATIVES:

A. No alternatives

City of Turlock/Stanislaus County HOME Consortium
 Fiscal Year 2021-2022
 Grant Allocation \$1,468,808

Consortium Members	Allocations
City of Ceres	\$ 110,589.00
Admin	\$ 2,500.00
	<u>\$ 113,089.00</u>
City of Hughson	\$ 163,741.00
Admin	\$ 2,500.00
	<u>\$ 166,241.00</u>
City of Newman	\$ 112,304.00
Admin	\$ 2,500.00
	<u>\$ 114,804.00</u>
City of Oakdale	\$ 96,873.00
Admin	\$ 2,500.00
	<u>\$ 99,373.00</u>
City of Patterson	\$ 102,874.00
Admin	\$ 2,500.00
	<u>\$ 105,374.00</u>
City of Riverbank	\$ 105,446.00
Admin	\$ 2,500.00
	<u>\$ 107,946.00</u>
City of Turlock	\$ 138,879.00
Consolidated Plan	\$ -
Consortium Admin	\$ 126,880.00
	<u>\$ 265,759.00</u>
City of Waterford	\$ 105,446.00
Admin	\$ 2,500.00
	<u>\$ 107,946.00</u>
Stanislaus County (Unincorporated)	\$ 165,455.00
Admin	\$ 2,500.00
	<u>\$ 167,955.00</u>
Rental (10% of grant)	\$ -
CHDO (15% of grant)	\$ 220,321.00
<hr/>	
Total Grant Allocation	\$ 1,468,808.00

Updated 04/05/21



Adopted Council Districts

National Demographics Corporation, December 2, 2014

HOME CONSORTIA CALENDAR
Summary of Deadlines

DEADLINE	CONSORTIUM	STATUS OF CONSORTIUM			FIELD OFFICE	HEADQUARTERS
		New	Renew (auto and not auto-renewal)	Amended		
March 1	Sends written notification to Field Office of intent to participate	✔	✔		Notifies OAHP of any potential new consortia	SDED creates working participation spreadsheets for new consortium
June 1	Lead entity notifies members of their right not to participate in next qualification period		✔			
June 15	Members notify lead entity of their intent not to participate		✔			
June 30	Submits all required documentation for Field Office review	✔	✔	✔		
August 1		✔	✔	✔	<ul style="list-style-type: none"> Approves new and amended consortium agreements and submits required documentation to OAHP Notifies OAHP of renewing consortia with automatic renewal provisions and no changes in membership 	<ul style="list-style-type: none"> OAHP creates/updates participation spreadsheets and submits to SDED OAHP scans consortia agreements
August 20		✔	✔	✔	Contacts consortia to confirm that working participation spreadsheets on CDL are accurate	OAHP posts working participation spreadsheets to for Field Office CPD Directors on CDL for verification
September 10		✔	✔	✔	Certifies to OAHP membership of consortia	OAHP certifies accuracy of all consortia to SDED
September 30 (Statutory deadline)	Designation process complete for eligibility to receive HOME funds by formula					

City Council Staff Report

January 25, 2022



From: Isaac Moreno, Finance Director
Prepared by: Isaac Moreno, Finance Director
Agendized by: Sarah Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing Interim City Manager to execute an agreement in a form approved by the City Attorney with Opportunity Stanislaus to develop and manage Business Development and Assistance Program

Resolution: Approving a Service Agreement between the City of Turlock and Opportunity Stanislaus for the Business Development and Assistance Program and appropriating \$481,338 from Fund 119 [American Rescue Plan Act (ARPA)] Unassigned Reserves to Expense Account Number 119-10-118.43060_047 "Contract Services Business Dev. And Assist Program"

2. SYNOPSIS:

Authorize the execution of a Service Agreement (Exhibit B) between the City of Turlock and Opportunity Stanislaus in an amount not to exceed \$481,338 for the Business Development and Assistance Program from Fund 119 (American Rescue Plan Act (ARPA)) and appropriating \$481,338 to Expense Account Number 119-10-188.43060_047 "Contract Services Business Dev. And Assist Program"

3. DISCUSSION OF ISSUE:

During the October 26, 2021 Council meeting staff was directed to prepare an RFI for a business assistance program to reach out to the business community. The description provided for this request was as follows:

The City of Turlock is seeking information from a qualified Provider to develop a Business Development and Assistance Program and assist the City with developing public communication efficacies. Some of the items that should be addressed are as follows:

- One-On-One Business Coaching for small, medium, and large organizations.

- Identify Strengths, Weaknesses, Opportunities and Threats analysis for businesses.
- Assist Entrepreneurs to promote business start-up, growth, expansion, innovation, profitability, management improvement, employment and economic development.
- Gather data and statistics to identify layers of technology users: Basic, Intermediate, and Advanced.
- Assess and provide businesses with assistance on technology to increase revenues and managerial efficacies (website, apps, marketing, etc.).
- Review the City of Turlock's website and other technical tools to create efficacies in communication to the public.
- Develop report for Council to measure program's success.

Prior to the RFI close date of December 17, 2021, the City received one proposal from Opportunity Stanislaus. The attached Exhibit A is the full proposal with appendix that was received.

Opportunity Stanislaus outlined a scope of work, objectives, and implementation of a new program call Rising Tides (See Exhibit A). The funding being requested will assist with opening a new satellite office within the City of Turlock and hiring a new employee for this site.

Within the proposal, Opportunity Stanislaus stated the plan presented is best suited for a 5-year time span, however, can be modified to suit the needs of the City of Turlock. Due to this statement, staff has included a 5-year budget proposal to outline the cost for Council consideration.

Given the funding source, staff is recommending a two-year agreement at this time and will return to Council for further direction to amend this agreement by extending or cancelling the program, based on the program's success and Council direction. Council could elect to authorize funding for all five (5) years now, as this meets the guidelines of the American Rescue Plan Act.

4. BASIS FOR RECOMMENDATION:

- A. Council's authorization is needed to allocate American Rescue Plan Act funds to the Business Development and Assistance Program and execute a Service Agreement (Exhibit B).

5. FISCAL IMPACT / BUDGET AMENDMENT:

If adopted, the budget amendment will reflect \$481,338 appropriated from Fund 119 (ARPA funds) unassigned reserve, to Expense Account Number 119-10-188.43060_047 "Contract Services Business Dev. And Assist Program

6. STAFF RECOMMENDATION:

Staff recommends executing the Service Agreement with Opportunity Stanislaus and utilizing American Rescue Plan Act funds as a funding source in the amount of Four Hundred Eighty-One Thousand Three Hundred Thirty-Eight Dollars (\$481,338) to implement a Business Development and Assistance Program.

7. CITY MANAGER'S COMMENTS:

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. Not direct staff to develop Business Development and Assistance Program to assist the City of Turlock's business community in coaching and training
- B. Direct staff to execute a 5 year agreement with Opportunity Stanislaus identifying American Rescue Plan Act as the funding source



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
OPPORTUNITY STANISLAUS
for
BUSINESS DEVELOPMENT AND ASSISTANCE PROGRAM SERVICES**

City Project No. XXXX-XX

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and Opportunity Stanislaus, a Business Development and Assistance Program (“Professional”), on this 25th day of January 2022 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the Business Development and Assistance Program (the “Project”).

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference (“Services”). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the schedule or timeline for providing the Services (“Completion Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

D. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 53 of this Agreement, Sections 1 through 53 shall prevail.

2. Term. The term of this Agreement shall be 2 years and will commence on the Effective Date and terminate on the 25th day of January, 2024 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. {Intentionally Omitted}

4. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”).

5. Work.

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibit A**. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services (“Modification” or “Modifications”). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

5.2. City Requested Modification of Services. City may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Professional’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

5.3. Professional Requested Modification in Services. Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional’s proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set forth the Professional’s proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional’s proposed revisions, if any, to the Compensation Schedule; and

(b) City agrees that the work requires a Modification;

(c) City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services.
{Intentionally Omitted}

6.1. Subsequent Payments. City shall make monthly payments in the amount invoiced by Professional within thirty (30) calendar days of receiving such invoice. In the event that an amount of an invoice is in dispute, City shall inform Professional of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

6.2. Invoices. Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

7. Notice to Proceed. Professional shall not commence the performance of the Services until it has been given notice by City ("Notice to Proceed").

8. Time of Performance. Professional warrants that it will commence performance of the Services within thirty (30) calendar days of the date the agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. {Intentionally Omitted}

10. Time and Personnel Devoted to Services. Professional shall devote such time and personnel to the performance of this Agreement, as is necessary to perform the Services in compliance with the Completion Schedule, Compensation Schedule, and this Agreement.

11. Performance by Qualified Personnel; No Subcontracting. Services under this Agreement shall be performed only by competent personnel under the supervision and direct employment of Professional. Professional will conform with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, shall be supervised by Professional. Professional is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by City in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of the other Party. An

agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

12. Representations of Professional. City relies upon the following representations by Professional in entering into this Agreement:

12.1. Qualifications. Professional represents that it is qualified to perform the Services provided in **Exhibit A** and that it possesses the necessary licenses and permits required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Professional shall also ensure that all subcontractors are similarly licensed and qualified. Professional and all subcontractors shall also obtain a business license from City before they commence performance of the Services. Professional represents and warrants to City that Professional shall, at Professional's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Professional to practice Professional's profession at the time the Services are rendered.

12.2. Professional Performance. Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Professional shall be completed using the best practices available for the profession. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

12.3. No Waiver of Claims. The granting of any progress payment by City, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of City, or state certification shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Professional to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

12.4. City's Remedies are Cumulative. Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Professional may have under this Agreement or any applicable law. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

12.5. No Conflict of Interest. Professional represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

13. Conformity with Law and Safety. Professional shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of

Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the Americans with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Professional must be in accordance with these laws, ordinances, codes and regulations. Professional's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Professional's subcontractor, if any; (c) name and address of Professional's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Professional shall immediately notify City. Professional shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

14. Contact by Professional with Project Owner or Project Applicant. Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project without the prior consent of the Contractor Administrator. In no event shall Professional take any instructions or directions from an Interested Party on any matter pertaining to the Professional's Services to be performed for City under this Agreement.

15. Confidentiality. Professional understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Professional may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information").

Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization. Professional may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Professional agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

Notwithstanding the foregoing, Professional may disclose Confidential Information required to be disclosed under law, provided that, prior to disclosure, Professional shall first give notice to City and make a reasonable effort to obtain a protective order requiring that City's Confidential Information not be disclosed. This exception is limited to the extent disclosure is required under law.

16. Excusable Delays; Notice to Other Party of Delay. Professional shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Professional. Force Majeure does not include: (a) Professional's financial inability to perform; (b) Professional's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Professional's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Professional.

17. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

18. Suspension of Services by City. City reserves the right to suspend Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Professional for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement. Such arbitration shall be commenced by the Professional no later than sixty (60) calendar days following the event which entitles the Parties to pursue arbitration unless the Parties agree in writing to an extended time period for commencement of arbitration. Unless otherwise agreed in writing, all Parties shall carry on the Services and perform their duties during any arbitration proceedings, and City shall continue to make payments for the Services in progress as required by this Agreement.

19. Ownership of Work Product. Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications,

drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails or any original works of authorship created by Professional or its subcontractors or subcontractors in connection with Services performed under this Agreement (“Products”) shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event it is ever determined that any Product created by Professional or its subcontractors, or subcontractors under this Agreement, are not works for hire under U.S. law, Professional hereby assigns all copyrights to such Products to City. With the prior written approval of City's point of contact for the Project, Professional may retain and use copies of such Products for reference and as documentation of its experience and capabilities.

All Products shall become the property of City irrespective of where located or stored, and Professional agrees to deliver all such documents and information to City, without charge and in whatever form it exists, on the completion of the Professional's Services hereunder. Professional shall have no ownership interest in such Products.

All work product of Professional under this Agreement, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specified in **Exhibit A**.

When this Agreement is terminated, Professional agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

20. Termination of Work by City for Its Convenience. City shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Professional. In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

(a) Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Professional. If City terminates this Agreement after City has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, City shall pay Professional the reasonable value of the Services rendered by Professional pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the

notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with the “Arbitration of Disputes” section of this Agreement.

(c) Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Professional after the date of the notice of termination.

21. Assurance of Performance. If, at any time, City believes Professional may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Professional for written assurances of performance and a plan to correct observed deficiencies in Professional's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

22. Cancellation for Breach by Either Party. Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If City cancels this Agreement for breach and it is subsequently determined that Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

23. Non-Discrimination. In its performance of the Services, Professional shall adhere to City's EEO Policy which states, “The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations.”

In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs (OFCCP) that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

24. Arbitration of Disputes. All claims, disputes, and other matters in question between City and Professional arising out of or relating to this Agreement or the breach thereof, including claims of Professional for extra compensation for Services related to the Project, shall be decided by

arbitration before a single arbitrator in accordance with the provisions of Sections 1281 to 1284.2 of the California Code of Civil Procedure (the “Arbitration Laws”) unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in this Agreement. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay and liquidated damages, if any, provided for in this Agreement, matters involving defects in the work product of the Professional, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

The Parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving of the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Stanislaus County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorneys' fees incurred by the prevailing party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All parties to the arbitration shall be entitled to the discovery procedures as provided in Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

25. Insurance Coverage. During the Term, the Professional shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A

M Best's rating of no less than A VII and will provide City with written proof of said insurance. Professional shall maintain coverage as follows:

25.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00).

25.2. Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollars (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollars (\$1,000,000.00) limit for each employee's bodily injury by disease.

25.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

25.5. Waiver of Subrogation. With the exception of errors and omissions liability insurance, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional 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 Professional, its agents, employees, independent contractors, and subcontractors. Professional agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be

endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. Indemnification by Professional. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

28. Liability of City. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

29. Independent Contractor. At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional performs the Services required under this Agreement. Professional shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Professional. City shall have the right to control Professional only insofar as the result of Professional's Services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

30. Professional Not Agent. Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

31. Payment of Taxes and Other Expenses. Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Professional.

32. Notices. All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

If to City: **City of Turlock**
Attn: Isaac Moreno
156 S. Broadway, Suite 110
Turlock, CA 95380-5461

With courtesy copies to: **Petrulakis Law & Advocacy, APC**
Attn: George A. Petrulakis, Interim City Attorney
P.O. Box 92
Modesto, California 95380

If to Professional: **Opportunity Stanislaus**
Attn: Dave White
1625 I Street
Modesto, CA 95354

33. City Contract Administrator. City's contract administrator and contact person for this Agreement is:

City of Turlock
Attn: Sarah Eddy
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5540
E-mail: seddy@turlock.ca.us

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

35. Use of City Project Number. {Intentionally Omitted}

36. Modification. No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

37. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

38. Assignment. No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement, in whole or in part, to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

39. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

40. Drafting and Ambiguities. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

41. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

42. Venue. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

43. Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

44. Counterparts. This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

45. Audit. City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Professional's charges to City under this Agreement.

46. Entire Agreement. This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof

and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written.

47. Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

48. Mandatory and Permissive. “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

49. Successors and Assigns. All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

50. Headings. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

51. Attorney’s Fees and Costs. If any action at law or in equity not resolved pursuant to the “Arbitration of Disputes” section of this Agreement, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney’s fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

52. Necessary Acts and Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

53. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

[Signatures on Following Page]

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

PROFESSIONAL

Opportunity Stanislaus

By: _____

Print Name: David White

Title: Chief Executive Officer

Date _____

CITY

**City of Turlock, a California
municipal corporation**

By: _____

Sarah Tamey Eddy, Inerim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____

Isaac Moreno, Finance Director

APPROVED AS TO FORM:

By: _____

George A. Petrulakis, City Attorney

ATTEST:

By: _____

Kellie Weaver, Interim City Clerk

Exhibit A

City of Turlock Business Development and Assistance Program Proposal

Presented By Opportunity Stanislaus

The following is a proposal to the City of Turlock to provide the necessary services and coaching needed by the city itself and the 4,000+ businesses located in its jurisdiction. Opportunity Stanislaus and its subcontractor, The Valley Sierra Small Business Development Center, have a long history of serving businesses of all sizes, helping them to start, grow, modernize, and avoid closure. Both organizations are flexible regarding the scope of work outlined in this proposal as well as the budget and timeline and stand ready to negotiate in order to provide the most effective service and value possible.

Opportunity Stanislaus and the Valley Sierra Small Business Development Center -- A History of Accomplishment

Opportunity Stanislaus (OS), the leading economic development and business organization in Stanislaus County and the Northern San Joaquin Valley region, has been in business since 1985 (with various names over its existence). The organization started out as the Stanislaus County Economic Development Corporation (SCEDCO). In 2002 the name was changed to the Stanislaus Economic Development and Workforce Alliance (or the Alliance). Due to a perceived need to be a more business-led organization, the organization changed its bylaws and name in 2016 to the Stanislaus Business Alliance (dba Opportunity Stanislaus). Since 2002, the Alliance and now Opportunity Stanislaus has been the host to the Valley Sierra Small Business Development Center (VSSBDC), sharing the same office, same board and operating as a team.

Opportunity Stanislaus' purpose is to improve the economy of Stanislaus County and the Northern San Joaquin Valley Region, which is accomplished through a number of initiatives, all designed to support the needs of local business. Since 1985 OS has helped thousands of Stanislaus County and Turlock businesses through activities that include but are not limited to technical business consulting, economic development support for expansion, and assistance in navigating the permitting and regulatory process.

Opportunity Stanislaus and the Valley Sierra SBDC are leading five specific initiatives over the next five years. One of the key initiatives is named "Grow Local Business." Through this initiative businesses are offered training and technical business consulting services to thousands of local businesses by way of professional training workshops, webinars and through one-on-one business consulting through our network of 34 professional business consultants.

Through another initiative, "Lead Business-Driven Talent Development" OS is helping businesses understand the best practices for recruiting and retaining talent, a monumental task coming through the global COVID pandemic. OS provides manufacturing, leadership and technical training through VOLT Institute, a successful business-driven advanced training institute. Additionally, OS has a research team that offers business data tools to help businesses understand workforce issues, plan for new retail locations, understand their market and customer base better and learn how to best communicate their goods and services to the consumer market.

Over the past 10 years thousands of locally-owned Stanislaus County businesses have received consulting services for business start-up, accounting, human resources, export assistance, procurement, operations, finance, capital acquisition, e-commerce, sales & marketing, and much more.

In its first five years of existence, Opportunity Stanislaus achieved many milestones that helped businesses start, grow and relocate to Stanislaus County. Key among those accomplishments are:

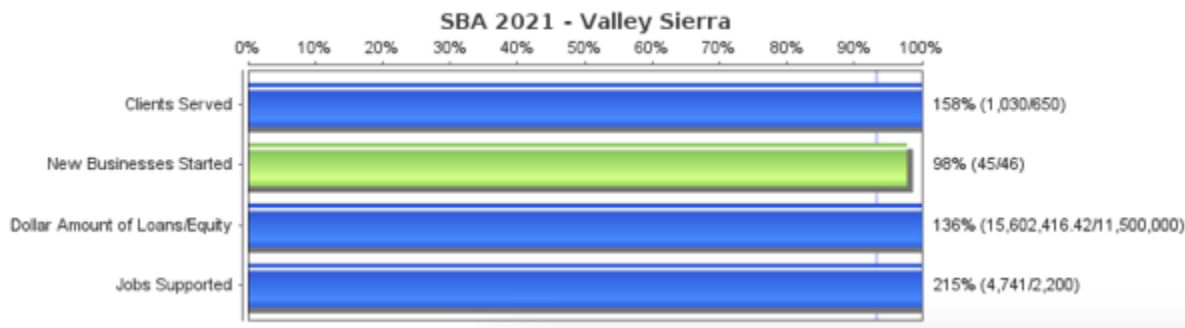
- Adding 30 new companies needed to diversity the regional economic base
- Adding 3000+ jobs to existing local industries
- Assisting with 184 small business startups including helping businesses grow revenue by over \$70 million.
- Creating VOLT Institute which trained 200+ individuals in hard skills pertinent to high-value local jobs; upskilled 160+ individuals in soft skills, management and other skills expressed as needed by business.
- Launched Best Places to Work: Central Valley, a survey and employer recognition program to help local companies attract and retain talent.

In the past year alone, Opportunity Stanislaus and the Valley Sierra SBDC team have accomplished the following:

- Worked with local companies to retain more than 4,000 jobs in the local economy (many of which were impacted by the pandemic).
- Attracted new companies to the county that will add more than 1,550 new jobs.
- Visited 806 businesses in Stanislaus County.
- Completed 100 unique research projects for county businesses.
- Served 226 Latino-owned businesses through one-on-one business consulting.
- Served 360 Women-owned businesses through one-on-one business consulting.
- Served 50 Veteran-owned businesses through one-on-one business consulting.
- Served a total of 1,027 business clients through one-on-one business consulting.
- Facilitated 45 new business start-ups in the county.
- Hosted 1,511 business owners and leaders through training workshops.

The following chart depicts the VSSBDC’s progress towards meeting SBA goals this year (note there is only one remaining business start outstanding, a goal which VSSBDC expects to complete by year end 2021). The organization has similar goals for 2022.

Period: 1/1/2021 to 12/31/2021



Opportunity Stanislaus -- Supported and Driven by the Business Community

Opportunity Stanislaus' mission is supported by a host of businesses, who as investors, contribute time, financial support and talent to the organization. The board consists of top business leaders from throughout the Northern San Joaquin Valley, including executives from E.&J. Gallo Winery, Foster Farms, Bronco Wine Company, Stanislaus Food Products, Hilmar Cheese, etc. Turlock companies are well represented as board members and investors. Jim Vieira, CEO of P&F Metals; Hemanta Agarwala, CEO of Alpha, Inc.; and Michelle Reimers, General Manager of the Turlock Irrigation District all serve on the board. For a complete list of Turlock investors see APPENDIX A.

Opportunity Stanislaus -- Strong Relationship with the City of Turlock

Opportunity Stanislaus has partnered with the City of Turlock on many projects and initiatives. OS has worked to help attract new businesses to Turlock such as Amazon, Blue Diamond Growers, Valley Milk and others. OS has supported a number of Turlock businesses through VOLT Institute, including P&F Metals, Foster Farms, Valley Milk, Blue Diamond Growers, and SupHerb Farms. OS has provided workforce support to all the companies mentioned above along with Lock 'N Stitch, Kozy Shack, Superstore Industries, Freshpoint, Gemperle Farms, and many more.

In 2014 OS partnered with the City of Turlock to acquire a grant from the Office of Commercial Service, US Department of Health & Human Services. Opportunity Stanislaus served as the fiscal agent of this \$800,000 grant to eradicate a food desert situation on Turlock's West Side. OS was able to subsidize a developer to rehabilitate an old shopping center on West Main Street and attract a Grocery Outlet, Planet Fitness and a number of other small retailers.

In 2020 when hit by the COVID pandemic, OS partnered with the City of Turlock to create and manage a small business grant program for Turlock businesses. OS navigated businesses through the grant process and presented them to the city for consideration of the grant. As a result, 185 businesses were awarded \$826,963 in grants to help them survive the pandemic. Through a City of Turlock partnership with VOLT Institute, the city has made \$50,000 available for scholarships to Turlock residents to gain access to the popular maintenance mechanic training program. OS knows Turlock well and has established a very strong network and relationship with Turlock businesses.

Organizational Capacity

Opportunity Stanislaus (OS) is a nonprofit (501c3) located in Stanislaus County focused on supporting local industry; workforce development; and business attraction, retention and expansion. It has a staff of 24 including those at VOLT Institute, the training center operated by Opportunity Stanislaus in coordination with the Stanislaus County Office of Education. Opportunity Stanislaus was started in July 2016, evolving from its prior iteration as the Stanislaus Business Alliance, which existed for decades to serve the local business community. Opportunity Stanislaus has over 140 regional investors representing companies of all sizes from a broad range of industries including 19 with a presence in Turlock. The organization is governed by some of the most influential business leaders in the region (See APPENDIX B).

Organizational Services

Opportunity Stanislaus offers a variety of services for the community and investor organizations including economic development (attraction of new businesses to the area); talent development (attraction, retention, and training of the region's workforce); research (data pertaining to business viability, prospects, competition, customer/workforce demographics, and economic health among others); and driving of public policy and advocacy pertaining to and impacting local business.

Staffing

The following outlines the experience of specific staff that will contribute to the success of the Turlock Business Development and Assistance Program:

Dave White, as the Chief Executive Officer (CEO) of OS, has more than 30 years' experience in economic development, workforce development and in the development of economic sector strategies. White has a Bachelor's degree from Brigham Young University and a Master's degree in Urban and Regional Planning from the University of Pittsburgh.

Katy Winders oversees all fiscal and human resources for OS. She is responsible for fiscal compliance for the organization's various funding streams and budget and has been the point of contact for fiscal monitoring for local, state, and federal contracts. Winders received her B.S. in Business Administration from California State University, Long Beach and is a certified QuickBooks ProAdvisor.

April Henderson-Potter is the Vice President of Economic Development and has served as the Research Manager for OS the last three years. During this time, her research has included many areas such as: workforce availability and needs, competitive wage analysis, cost of living studies and application of consumer cell phone data tools. Henderson-Potter is also in charge of coordination of the county Comprehensive Economic Development Strategy document for Stanislaus County.

Amber Edwards is the Vice President of Talent Development and Communications for Opportunity Stanislaus. Edwards started with the organization in 2015 and is charged with helping investors attract, retain and upskill talent; providing investors with tools pertinent to understanding and compliance of human resources training; and with linking investors to data that will help them grow their teams and internal capacity. She has conceptualized several programs including programs for training of human resources practitioners, front-line customer service workers and provision of soft skills. A communications practitioner with two decades of experience, Edwards has a BA in Organizational Communications and Journalism and an Executive MBA, both from California State University, Stanislaus.

An org chart depicting the full staffing and structure of Opportunity Stanislaus can be found in APPENDIX C.

Subcontract with The Valley Sierra Small Business Development Center

Opportunity Stanislaus will utilize the VSSBDC as a subcontractor for this grant, employing the expertise of key consultants all of whom currently work to diagnose the needs of small businesses and provide direct services.

Opportunity Stanislaus is the host organization for the Valley Sierra Small Business Development Center. Created by the United States Small Business Administration, SBDCs provide technical assistance to small businesses across the country. Assistance includes assistance with startups and helping existing businesses scale with a strong emphasis on funding and training.

The VSSBDC promotes the development, growth and success of small businesses throughout Stanislaus and Tuolumne counties. VSSBDC services are delivered via subject matter experts in over 25 areas that include financial management and marketing, with the overarching goal of creating and retaining jobs. The VSSBDC has ongoing partnerships with other organizations including: SBA, California State University, Stanislaus (through the Warrior Entrepreneurship Initiative and Ag Department), Volt Institute, Central Valley Hispanic Chamber of Commerce, Modesto Chamber of Commerce, Turlock Chamber of Commerce, Oakdale Chamber of Commerce, Sonora Chamber of Commerce, Bay Valley Tech, City Ministry Network, Stanislaus Equity Partners Community Development Corporation, Jakara Movement, and Turlock IRC. VSSBDC is well positioned to meet entrepreneur's needs. Strengths of the Valley Sierra SBDC include:

- Fully established infrastructure
- Proven credibility with the business and economic development community for the ability to deliver results
- Strategic partnerships through institutions of higher education in addition to local, state, and federal partners, the SBDC has access to the most current and valuable sources of information and expertise
- Consultants have experience working across multiple industries in critical areas, assisting more than most other federally funded assistance providers
- The Valley Sierra SBDC has established high quality standards of continuous improvement in place and has access to numerous resources through the Central CA SBDC to quickly identify and implement best practices

All individuals associated with the SBDC program are required to annually sign confidentiality and conflict of interest statements. Efforts to prevent COI violations by staff and consultants are taken very seriously and include regular spot-checks with clients and several questions in our bi-annual Network-wide client surveys to identify potential violations. Staff that will be included in this project are as follows:

German Zavalza resides in Turlock and is the Chief Innovation Officer and SBDC Director of Opportunity Stanislaus. Zavalza is the newest member of the OS executive team and has been with the organization since last May. Zavalza has had administrative oversight over several multi-county grants over the last 4 years with a total annual

operating budget of over 2 million dollars. Most recently he was responsible for helping distribute over 30 million dollars in awards to over 539 organizations across California that serve populations that have been disproportionately impacted by COVID-19. Through Zavalva's leadership, the SBDC has served over 1000 clients with 3000 hours of consulting and provided 2300 hours of training to over 1500 attendees. He also provided oversight for the successful completion of the SBDC's programmatic and fiscal audits as well as its most recent accreditation review. Zavalza has a B.S. in Business Administration from California State University, Stanislaus and an MBA from the University of Central Arkansas.

Joseph Cordova is the Assistant Director of Finance and Operations for Valley Sierra SBDC. Cordova is responsible for a wide variety of complex and specialized administrative, financial, strategic and management functions that support the successful operation of the SBDC 's programs and objectives. Cordova supports the Center Director with the fiscal monitoring and reporting for local, state, and federal funding as well as reconciliation of all consultant and vendor invoices. Cordova began his career with the Valley Sierra SBDC as a Marketing Specialist intern in 2019 and was promoted to Program Coordinator the same year. He received his B.S. in Marketing from California State University, Stanislaus.

Maisie Silva is the Marketing and Training Coordinator for Valley Sierra SBDC. Silva started with the organization in 2019 as a marketing intern and through her skills in digital design, event planning, and marketing she became a mainstay in the organization. Silva became the Marketing and Training Coordinator in 2020 and is responsible for all events for Valley Sierra SBDC including monthly workshops, webinars, and networking events. She is also responsible for implementing the center's marketing and social media strategies. Silva was born and raised in Turlock and has a B.S. in Business from William Jessup University.

The following position will be filled upon notice of this award to complete contract requirements:

Program Specialist- Under the direction of the Small Business Development Center Director, the Program Technician is responsible for planning, coordinating and overseeing the daily activities of the Turlock Small Business Development Center Program; the candidate will provide specialized information and assistance to existing and prospective small business owners. (See APPENDIX D for Job Description.)

The following are bios for consultants that will be instrumental in the success of this contract.

Bob McDonald is a semi-retired senior executive, who primarily works as an Advisor/Consultant for the Valley Sierra SBDC. Prior to that he was senior business executive, with over 45 years industry experience, including numerous C-level and VP roles: CEO/COO, Operations, Marketing, Sales, Product/Process Development and Project/Program Management, in industries such as: high technology (semiconductors, software, computer/peripheral hardware, professional/digital audio, medical devices,

metallurgy, etc.), agriculture, logistics/material handling, contract manufacturing, health/beauty aids, cosmetics, fashion accessories, etc. McDonald also has extensive international experience (Europe, Asia, Latin America) in managing businesses, major projects, and supply chains, developing customer relationships/markets, technology/product licensing, vendor sourcing/coordination, etc.

McDonald began his career as a process development engineer in the semiconductor industry (Motorola Arizona), and from there moved into manufacturing (wafer fabrication), full operational management, then marketing/sales (various Silicon Valley companies) and then product line/business unit management/general management (at General Instruments, NYC), where he grew the Memory/Microprocessor from a \$3M business to a world-wide revenue rate of \$80+ million/year. This business was an early factor in the conversion of mechanical to electronic products: toys, games, tv tuning, small appliances, auto and other applications. From there he moved to Commodore (Ca and Pa) as Divisional President of Consumer Computers (Commodore 64, etc.) and helped launch that business until he was attracted to the Silicon Valley startup/start over world and his first CEO experience. McDonald took over a family-run company making computer peripherals (small tape drives). In this role, raised Venture Capital funding, landed contracts with game, consumer computer, electronic typewriter companies, (Radio Shack, Commodore, Texas Instruments, Atari/Coleco, Olivetti/Smith Corona, etc.), built the company revenue to a moderate level and sold it to a large Hong Kong business partner.

McDonald then formed his own company, The R.A. McDonald Co, which did business turnarounds, managed large company projects and provided interim management services. This work continued for 30+years and involved some high-technology work, but the majority was in non-technology industries (some shown above). In turnaround and or interim management roles, McDonald has been CEO, COO, President/Division, General Manager, VP Operations, VP Marketing, VP Sales, VP Product Development numerous times. He has run and helped fund six VC backed companies, has managed projects for companies such as Dole (Latin America), Hewlett Packard, Rockwell International, Olivetti, Phillips (Europe), Xerox, Tascam Audio (Japan) and many small organizations.

Chris Carroll is a small business consultant and coach who works one on one helping small business owners with strategic actions that move their business forward. She has recognized that many “Main Street” retailers struggle with the conversion to online marketing and sales.

Carroll works in specific areas such as small business website development; search engine optimization; content creation; local focused content; and content solutions, such as small business marketing and strategy plans. She also works with online marketing, including social media plans, social marketing content, list building for small business, and more.

With a background in small business retail management, distribution sales for the retail market, online marketing, freelance content curation, and website development, she

works with online and local small businesses of all types. She has been an advisor with the SBDC for three years.

Claudia Newcorn has been a Valley Sierra SBDC Lead Consultant for over a decade. She is the president of Acorn Enterprises Marketing, an award-winning strategic marketing advisory firm (AcornMarketing.com). With over 30 years' business and marketing experience, she has consulted for hundreds of companies of all sizes, from start-ups to multi-million dollar firms, such as Delicato Family Vineyards, E&J Gallo Winery, Sciabica's Olive Oils, and Hotsy Pacific. Newcorn helps business owners and managers develop and implement successful marketing solutions, strategies and plans tailored to each firm's capabilities and needs.

A popular speaker, trainer, consultant and coach, she has won multiple awards for consulting excellence. Newcorn is also the award-winning author of the Amazon best-selling business book *Zipline to Success, Fast-Track Marketing Strategies to Accelerate Your Sales & Profits*. Claudia has a BA in English and Psychology from Wellesley College and a MBA from D'Amore-McKim School of Business at Northeastern University.

Dennis Murphy has been a business advisor for the Valley Sierra SBDC since 2008. Murphy's early background, formal education and extensive business experience, both corporate & as a business owner, have proven to be very useful as he works with Central Valley business entrepreneurs.

Murphy's early life included unusual responsibilities at a very young age on a diversified farming operation including crop and hog production as well as a large dairy herd. Murphy earned a degree in Agriculture Business Management with a minor in Ag Engineering from Cal Poly Pomona. Immediately after graduation Murphy spent three years with a large farm equipment manufacturer in Milwaukee, Wisconsin before returning to California and beginning an eight year career with the Farm Equipment Division of the Ford Motor Co while based in Fresno. Murphy served as the Zone Manager for the Ford tractor dealers in the Central Valley and in 1977 purchased the Ford tractor dealer in Modesto that he owned & operated for 29 years. Murphy sold to an expanding (now with 10 locations) Turlock-based Ford tractor dealer in 2005. He then started his business consulting career and joined the Valley Sierra SBDC (formerly Alliance SBDC) team as a business advisor in 2008.

Devan Costa-Cargill is an entrepreneur, consultant, and teacher. After obtaining her Bachelors in Sociology from University California Santa Cruz, Costa-Cargill entered the public-school system, specifically Special Education. In 2018, she became a small business owner and is currently transforming the startup into a community resource for families and children across the central valley. She started consulting with Valley Sierra SBDC in April of 2021 to support small businesses in the wake of the pandemic. She recently began studies toward her Master of Business Administration at Oklahoma Baptist University.

Greg Falken has been helping businesses and organizations develop their internet presence since the earliest days of the web. He's been serving the Valley Sierra SBDC

since 2012. Falken brings a strong background in media and communications, along with technology expertise that focuses on integrating digital technologies into day-to-day business environments. This background and experience fuels his ongoing fascination with the intersection of computers, the internet and communications.

Along the path of a varied career, Falken has worked as a recording engineer for A&M Records and as a commercial pilot. He founded Webdancers in 1995 and has since helped hundreds of companies establish and maintain a profitable online presence.

Jessica Chang-Irish is an Emmy-award winning news reporter and producer with more than a decade of experience in TV and video reporting, writing and production. She also has more than a decade of experience in marketing and outreach for universities and community organizations. Jessica is a born communicator with a passion for motivating people through compelling storytelling, coaching people to overcome their fear of public speaking, and unveiling the mystique behind the media.

Chang-Irish has served as a Valley Sierra SBDC Consultant since 2015 and has been a resident and an active member of the Turlock community since 2011. She has served as Vice President of the Turlock Young Professionals, Vice President of Advancing Children of Turlock, and board member of the Turlock Certified Farmers Market.

Chang-Irish graduated from the Annenberg School of Journalism at the University of Southern California where she earned her B.A. in Broadcast Journalism and minored in Business Administration. Her stories during her reporting career earned her four Emmy Awards, two Golden Mike Awards, an International Academy of the Visual Arts Award and a San Diego Press Club Award.

John Misiak graduated from the University of Toledo with a degree in Business Management. For over 25 years he served as the CFO for a company that provided tooling to print and cut corrugated boxes. During his tenure, he helped grow the company from a small business to one of the largest in the world with 13 operations in the United States as well as operations in Toronto, France, Ireland and England. After he left the corporate world, he spent over nine years working for non-profit organizations in a similar capacity.

In the spring of 2017, Misiak joined Valley Sierra SBDC as an independent consultant as a business generalist and has served over 150 clients.

Lourdes Uranday has over 20 years experience as a Human Resources professional, Lourdes has been a consultant with the Valley Sierra SBDC since 2013. Her background in manufacturing, operations, and with all facets of HR, she provides excellent consulting and advising services for businesses. Additionally, she has serviced our Spanish speaking business clients. Uranday is the founder and Chairperson for the Stanislaus County Employer Advisory Council (EAC) and received the President's Achievement Award in 2019 for assisting an international business start-up in the Central Valley and was successful in helping them obtain a training grant of over

\$100,000. She has an MBA in Human Resources Management and possesses the expertise to help businesses thrive.

Mary Castillo-Avalos serves the SBDC as a QuickBooks ProAdvisor, a Certified Credit Counselor, and a Small Business Advisor. She has over 20 years of professional experience. Her passion is helping individuals and small businesses become financially organized. Castillo-Avalos enjoys teaching QuickBooks Online and QuickBooks Desktop. In addition, Castillo has experience with Mortgage Loans, Income Taxes, Human Resources, and Personal Computers.

Castillo-Avalos has been an active business advisor with the Small Business Development Center for the past three and a half years. She has assisted over 200 unique small businesses with business starts, credit counseling, accounting systems, human resources, and more.

Dr. Pablo Paredes is a multi-industry Human Resources & Organizational Development professional, consultant, small business coach, freelance writer, and academic. Paredes began his career in the transportation industry. Ascending quickly in responsibility within large corporate and small business structures, he has, over the years, called Florida, Texas, and California home. In that time, he has served in industries as diverse as Intermodal Transportation & Freight, Retail Distribution, Recruitment & Staffing, Ornamental Horticulture, Supermarkets, and Direct Marketing. Pablo earned a Bachelor of Science in Communications (Public Relations) from Florida International University in Miami.

Paredes completed a Master of Science in Human Resources Management from Nova Southeastern University in Fort Lauderdale, an institution renowned for its scholarship and practica in entrepreneurship. Paredes has practiced strategic HR at the director level on both the East and West Coasts and the Southwestern United States. In 2015, while completing his doctoral studies, he founded Aliado Consulting, a boutique Human Resources & Organizational Behavior/Development agency specializing in serving small, Latino businesses in the Central Valley and Bay Areas. Paredes is a professionally trained, certified, and experienced coach, a product of the prestigious University of Miami program. He specializes in coaching small business owners, human resources professionals, doctoral students, and other individuals and groups in high-stress leadership positions. Each year, he attends symposia to stay abreast of the latest in Human Resources Management and Development, Organizational Behavior and Development, labor laws, adult learning, leadership, professional coaching, and entrepreneurship. than to help the community.

Taylor LaMar is a full-stack software engineer and entrepreneur with 9+ years of experience. His experience at LaMar Software allowed him to thrive in a dynamic environment where his skillset was continually challenged. Working with startups, non-profits, and enterprise companies exposed LaMar to a great variety of projects, each with their own technologies and nuances. In 2019, LaMar was responsible for migrating an archaic system built in ASP.NET to a full-stack web application using Angular and Nest, with an integration to NetSuite for the purposes of managing a logistics platform. More recently, he deployed a mobile platform for an MSP, built using React Native, with a focus on creating an automated dispatch engine. In a traditional MSP, labor hours are

allocated to triaging and scheduling appointments on behalf of field technicians, and this platform automated this business process, allowing staff to focus on other, more important tasks.

Tiffany Phillips was born and raised in the San Francisco Bay Area and graduated with her Bachelor's Degree from San Diego State University. She owns a freelancing business specializing in digital marketing with an emphasis on social media marketing. Phillips has worked with several Small Business Development Centers across the central and northern California region and works as a consultant for the Valley Sierra SBDC, where she has served over 100 clients to teach them how to optimize their social media channels and maximize their results with the various digital marketing and social media platforms. Her private business specializes in account management where she creates, schedules and publishes social media content.

Phillips has been on social media for over 16 years and has been doing social media marketing professionally since 2013. She has seen the evolution of the various platforms, watched trends come and go, and believes that staying in front of the new features and changing trends is an important component of a successful social media strategy. Due to the constant state of change in the industry, she is a member of various social media marketing professional membership groups including "Your Social Club" and Social Media Examiner's "Social Media Marketing Society." In addition to attending these groups trainings, Phillips invests regularly in trainings and conferences from the top social media marketing professionals including Mari Smith, Molly Pittman and Ezra Firestone. She believes that bringing this up-to-date knowledge along with passion and patience creates a lasting impact on the clients she serves.

VSSBDC Case Studies

The following case studies represent two companies the VSSBDC were instrumental in transforming:

Family-owned and operated, award-winning Oak Barrel Ice & Creamery (OBIC) specializes in artisan-crafting small batches of gourmet ice cream and sorbets using locally-sourced fresh ingredients. A former teacher with an MBA, owner Greg Raynes decided to retire and turn his hobby of gourmet ice-cream making into a business. He invested in high-quality equipment to optimize results.

While 2015 summer sales were positive, the business stuttered when schools reopened. OBIC was at risk of closing when Raynes contacted the SBDC EAP program for assistance. Working closely with lead consultant Claudia Newcorn, an in-depth financial analysis revealed opportunities for a stronger pricing structure, improved purchasing practices and streamlined customer service methods, plus a need for a much stronger marketing outreach effort. Determined not to give up on his dream, Raynes tackled every problem. This included the need for an informative website, which SBDC consultant Falken helped OBIC develop.

As a result, Oak Barrel's sales doubled in one year, they achieved profitability, and are currently on track to increase significantly in 2017. OBIC won 209 Magazine's award for

Best Ice Cream Shop in Stanislaus County and he has been able to employ more people, crediting the SBDC consultants with his success.

In 1972, Mike and Mark Sanny founded Sanny Bros./Royalty Cleaning Service. They launched their business with an innovative new product– steam cleaning. Since then, the company has continuously evolved in response to a changing marketplace and consumer expectations. Surging competition and changes to the insurance industry motivated Mark’s son, Luke Sanny, who joined the business in 2002, to reach out to the SBDC EAP program for advice.

Sanny met with SBDC consultant Newcorn to focus on marketing communication areas such as the website and informational materials, as well as strategic planning and ways to enhance operational practices. He simultaneously worked with SBDC consultant Falken to create a contemporary website and develop the expertise to administer and improve it on a regular basis.

Sanny’s willingness to learn new marketing and business concepts and incorporate them into company practices delivered measurable results. This included improved sales techniques, a refreshed website, improved management of Yelp reviews, increases in sales, and the launch of a new custom carpet product line. Sanny emerged from the EAP process with specific guidance on business practices aimed at ensuring Royalty Cleaning Service is around for generations to come.

VSSBDC Summary

In just the 2021 calendar year VSSBDC has accomplished the following:
Provided 3,109 hours of SBDC consulting to 1,027 unique businesses; helped 45 businesses start; grew client revenue by \$7.2 million and secured \$15.6 million in SBDC investments.

For a list of additional consultants and their specialties see APPENDIX E. These consultants will be deployed as dictated by the needs assessments completed for each business served in Turlock.

Fiscal and Grant Capacity

OS has extensive experience with grant-funded projects and programs. Its expertise consists of local, state and federal contracts in which OS has been in full compliance during administration and reporting. Existing staff has a broad range of managing and accounting for local, state, and federal funds including but not limited to WIA/WIOA, Employer Assistance, Enterprise Zone, California Department of Education ARRA Enhancing Education Through Technology, California Department of Education McKinney Vento Education for Homeless Children and Youth, First 5 of San Joaquin Early Health Access Initiative, California Department of Education Safe and Supportive Schools, California Department of Education School Improvement, Office on Women’s Health Violence Prevention, United States Department of Justice (various), National Institute of Justice (various), United States Department of Education Transition to

Teaching, United States Economic Development Administration, and the United States Department of Health and Human Services Equipment Grant.

OS adheres to Generally Accepted Accounting Principles including fund accounting. All purchases are in line with the organization's acquisition and purchasing procedures which require that maximum value be received for all money spent by OS. Insofar as possible, goods and services purchased shall meet the needs of the person or department ordering them at the lowest price consistent with standard purchasing practices. The organization maintains a reserve of approximately \$500,000.

Understanding of Turlock Community and Business Landscape

Opportunity Stanislaus has access to research tools such as Buxton Analytics and EMSI Labor Market Analytics and Business Data and has staff that would help apply pertinent available research to help assist businesses if funding were secured.

Turlock has a population of 72,740, with a median household income of \$58,263. Twenty five percent of its residents have a Bachelor's degree or higher and 57.8% are employed. There are 25,718 known households and 25,105 total housing units.

Many of Turlock's residents are white (55%) but 41% are Hispanic, notably up from 36% in 2014 and the reason why many of the program materials outlined in this proposal will be translated into Spanish. Additionally, seven of Valley Sierra Small Business Development Center consultants are fluent in Spanish. There are also consultants fluent in Mandarin, Vietnamese, Farsi, Pashto, Dari, Hindi, Punjabi and Marat.

The majority of Turlock's residents (68%) work in the private sector; 19.8% are government workers and 8% are business owners. The employment rate for Turlock is 58%. From December 2020 to November 2021 there were 51,625 job postings in Turlock, 11,802 of which were identified as unique. The average posting length was 32 days and the average salary offered was \$25.05. The top companies for posting included Tenet Healthcare; Emanuel Medical Center; Soliant Health; Sysco; Emerald Health Services; Covenant Living; and Turlock Unified School District. The top industries for postings were administrative; health care; retail; food services; and manufacturing.

Scope of Service

The following is the proposal created specifically in response to this Request for Proposals. All activities are contingent upon funding.

Services for Proposal

The Covid-19 pandemic has created new challenges for small businesses in Stanislaus County and the Valley Sierra SBDC is already at the forefront of this response. If funded by this grant, a team of 34 expert business advisors will provide confidential no cost consulting services to business owners of all sizes in Turlock, providing them with the tools necessary to increase profits, grow operations and avoid closure. The grant objectives will be met through the following activities:

- VSSBDC will set up a dedicated satellite office inside of the Valley First Credit Union (CDFI) located in the Monte Vista Crossing shopping center. The office will have regular office hours and will be staffed by 1 FTE Program Technician, whose primary responsibility will be to coordinate the day to day activities of the program including outreach, scheduling, and client engagement.
- An outreach campaign will be launched within the first three months of the program to bring awareness. This initiative will include a listening session, needs assessment, and on-going direct marketing through our many platforms including digital and traditional marketing. Outreach efforts will continue throughout the duration of the program to encourage attendance and retention.
- After establishing a presence in Turlock, the VSSBDC will market its programs and services to Turlock businesses, which will then undergo an intake process to determine their Strengths, Weaknesses, Opportunities, Threats and needs for both startups and existing businesses to grow. Following intake, businesses will be referred to Valley Sierra SBDC for no-cost consulting in key areas to address operational and technological needs.
- Monthly workshops will be developed and offered in Turlock that specifically target the needs of Turlock businesses. In addition, Turlock businesses will have an opportunity to participate in the 14 plus workshops on various topics that are already planned for 2022 through the SBDC program.

Continuous Improvement is a foundational element of the SBDC, so client satisfaction surveys are frequently collected. Therefore, the overall nature of the services may be modified to meet the on-going needs of clients.

Every business has different needs for operations and technology depending on industry, size, automation, finances, and growth strategy. The clients one on one advising is specifically tailored to meet their needs. The following is a list of consulting areas common to the majority of VSSBDC clients that can be expected to be deployed because of this contract:

- E-commerce
- Cash flow management
- Disaster recovery
- Financing/capital
- Government contracting
- Employee management
- Risk management
- Business accounting/budgeting
- Marketing/sales
- Social media
- Exporting
- Tax planning
- Disaster planning
- Franchising
- Technology/computers
- Customer relations

- Managing a business

Objectives for the SBDC TBDAP

- Begin the work to open a business assistance satellite office in Turlock with the goal of opening three months after receiving the award.
- Up to 250 small business owners or entrepreneurs with a physical address in Turlock will receive 1-on-1 consulting per year of funding in the areas listed above.
- Hold at least 11 annual business workshops starting in 2022 that will result in 150+ small business owners being trained in business start-up, growth, expansion, innovation, profitability, management improvement, economic development, financial management and small business practice.

Rising Tides Turlock (Improving Corporate Best Practices in Hiring, Developing and Retaining Employees)

Stanislaus County is home to 543,194 people, 187,300 of whom participate in the workforce and many of whom are underpaid without viable options to improve their circumstances. The average income for 2015-2019 for Stanislaus County residents is just \$26,258, 26% lower than the national average. The housing supply is limited, and low and cultural traditions translate to the number of people in Stanislaus County households being higher than many places nationally. These facts no doubt contribute to the persistently high number of unemployed or underemployed individuals—8.4% on average for 2019/20 compared to 7.2% statewide and 6% nationally—a group that has reported feeling discouraged and disenfranchised by a lack of opportunity.

If Turlock wants to become and remain a great place to work and live, employers must reconsider their offerings in terms of compensation and growth opportunities. Failing to do so could result in loss of employees or shutting of their business as virtual options continue to become more viable, with more opportunities than ever to work remotely from affordable locales introduced during the COVID-19 pandemic.

There are 4,000 local employers in Turlock competing for the same talent. Proximity to commutable Bay Area jobs that pay an average of 55% more compounds the problem. And because COVID-19 showed that many knowledge-based jobs can be done remotely, local employers must also compete with regional and even national employers. And while the growing number of logistics companies in Patterson and the new Amazon distribution center bringing 1,500 jobs to Turlock are good for the economy, employers vying for workers have reason to be concerned. That is because Amazon pays on average 18% more than the average worker in Stanislaus County could otherwise make and offers generous benefits that include healthcare, paid time off, retirement savings plans, and discounts on merchandise. Equally important is the fact that at Amazon, growth opportunities are abundant, and workers are educated from day one on how they can attain advanced positions.

There are acknowledged issues with the workforce, including a fundamental lack of both hard and soft skills, and the private sector often reports that existing training resources can be out of touch with their needs.

Of all the issues companies face, none is more serious than human resources. Without the right people in place, all efforts are of stop gap nature making addressing human resources deficiency of huge importance to Turlock businesses. Opportunity Stanislaus has solutions to address those issues to improve outcomes for companies looking to attract and retain talent and is able to deploy those tools for this contract.

Back to Basics

Currently there is no training program that provides human resources representatives with the information, tools and support to be successful in attracting and retaining talent. Opportunity Stanislaus has created a one-year, multi prong, comprehensive training program called “Rising Tides: HR Fundamentals” that guides employers through every step from hiring fresh talent to ensuring job satisfaction among existing employees that represent significant investments in training and internal knowledge. Without the ability to hire and retain talent, companies become at risk of losing jobs or going out of business.

The ongoing pandemic has also increased awareness around the importance of emergency planning and how critical employee communication and stewardship is for engagement and retention outcomes and will therefore be a key element of training.

The program includes:

- Two training sessions offered free both in person and virtually to human resources personnel in Turlock companies, where attendees will gain information on hiring and retention
- One day-long human resources symposium
- Creation of a resources guide for human resources professionals with pertinent local workforce data, referrals to providers of testing services to be distributed electronically to attendees of trainings

Opportunity Stanislaus will offer two 2.5-hour foundational training sessions. The training will be facilitated by Nicki Garcia, Vice President of Availability Professional Staffing and Board Past President of the Central Valley Human Resources Management Association, a networking and educational organization for human resources which has 300 local members.

HR Fundamentals: How Stanislaus County Can Use Best Practices in HR to Help with Hiring and Retention Rates

The topics for the training include:

- What to have in place for hiring including employee referral programs, competitive wages and benefits, training policies, cultural expectations

- How to make sure you hire the right people including questions to ask, policies to have in place, warning signs to watch for, tests you can do to screen employees in or out
- Why soft skills are key and local training options for soft skills
- The importance of onboarding- the first 90 days are make or break for new hires, what to include in your orientation, how many hours of training new employees should get
- “Practitioner” what you preach- make sure your handbook, internal communication messaging and management views on organization align with reality
- Why employee engagement surveys are important for retention and the best kept local survey program
- Reasons for and ways to upskill your current staff

There will be breakout sessions to encourage participation and to help participants learn from one another. Pre-registration will allow assigned seating to be strategized to optimize networking among companies of various sizes, resources, and industries. Live polling on areas of training will help speakers tailor talk to the demographic present and increase awareness of common issues and pain points among attendees.

The workshops will ideally be held on Thursdays to optimize attendance with a morning event starting at 8:30 being ideal for a lunch dismissal. The venue will be held at a Turlock venue with ample space for attendees with virtual attendance as an option. Workshops will be free for attendees. Sign-in sheets will be used as records of attendance.

Registrants will be asked to come prepared to workshops with the following information:

- Your current organizational turnover rate
- How many employees do you have in Turlock locations?
- How much more/less than the competition does your company pay for its three most common positions
- What are the existing career pathways within your organization?

The symposium will be held following the two events. It will be one day long with topics that highlight known local issues. There will be time for networking between sessions.

The symposium will include:

- Why strong HR is important, the cost of doing it wrong, and the resources provided in the Selling Stanislaus guide by Vice President of Workforce Development - Amber Edwards
- Human intelligence keynote speaker
- Soft skills trainer Gary Beaudette on local soft skills training and how it is moving the needle
- The impact of Emergency preparedness on your workforce

- Guest speaker Kristi Marsella on subject of Gallup Strengths Finder
- Question and answer period for speaker panel
- Lunch
- Breakout sessions to optimize attendee engagement and cross-company networking

Marketing for workshops and the symposium will be done via social media, through email marketing to known human resource practitioners and through the vast marketing channels operated by the local CVHRMA chapter. Materials will be designed professionally to ensure optimal attendance.

As previously mentioned, all businesses will be welcomed for training and will be marketed via email, direct mail, social media, online advertising as well as free local media. Opportunity Stanislaus will make flyers for distribution by the City of Turlock and other SBDC Partners.

Opportunity Stanislaus will also work to assist Turlock companies at-risk of immediate closure.

This information may come to the attention of Opportunity Stanislaus in a variety of ways including:

- Receipt of warn notices
- Enrollment of companies in EAP services
- Data from Opportunity Stanislaus' Director of Research indicating poor business health including a decrease in job postings or average monthly hires or a reduction in annual payroll.
- Referrals from Stanislaus County Workforce Development about companies that are habitually nonresponsive to case managers trying to refer new workers
- Referrals from Stanislaus County Workforce Development about companies trying unsuccessfully to recruit talent using their services when it is apparent that hiring challenges correlate to poor human resources practices

Opportunity Stanislaus will invite students studying Human Resources at California State University, Stanislaus to attend each workshop and the symposium. As college students are believed to be a vital element of the future human resources pipeline their attendance at the symposium will be free. Students will be asked to help with set up, cleanup and other event-related duties.

Selling Stanislaus: a guide for human resources practitioners

The guide will feature information such as:

- How to create career pathways in an organization
- Why organizational charts are vital for companies
- Where to get free information to see if your pay is competitive

- How to turn down applicants carefully and diplomatically, including ideal responsive times and sample letter for rejected candidates
- Matrix with benefits offered at county and regional companies
- Starting an employee referral program and statistics on successes
- Information on signing up for Best Places to Work employee survey program
- Position your company for hiring success- why a strong website, an organized process and websites like GlassDoor matter
- Why exit interviews are key and how to do them correctly
- Best practices for hiring- top websites, the pros and cons of screening software, online vs in person application, and whether temp agencies are a viable strategy for hiring
- Chart showing peak hiring times for different industries in Stanislaus County
- Stanislaus County Workforce Department features such as internships and on-the-job trainings
- Strategies that help companies hire and retain millennials- community involvement programs, work/life balance, flexible work schedules, unlimited PTO
- Using Employee Training Panel Funds to upskill your workforce
- Information on Central Valley Human Resources Management Association as a support resource

This guide will expand on the existing Selling Stanislaus Guide for human resources professionals created by Opportunity Stanislaus. Articles will be emailed out to past workshop attendees as they are written and designed, and the final guide will be finished in time for distribution of hard copies at the symposium. The final guide will be emailed electronically to all attendees and available upon request.

Goals for Rising Tides

- Train 50 human resources practitioners at 2 quarterly trainings
- Have attendance of 100 human resources practitioners and students at symposium
- Create a full-color, electronic resource guide for human resources professionals

Budget Request

The total budget for Year 1 of this proposal is \$233,244. That will pay for 1 FTE who will be located at the Turlock Office, 1,000 hours of 1-on-1 consulting, 11 annual training events, and marketing for the program (A detailed budget is attached in APPENDIX G). The Rising Tides program accounts for \$36,500 (included in the total program cost). That will pay for the cost of the consultants to develop curriculum, staff time to manage the program, design and printing of materials for business, and costs associated with hosting events including venue, audio/visual equipment and marketing. This proposal includes roughly \$146,000 in in-kind work from Opportunity Stanislaus and Valley Sierra Small Business Development Center, including \$12,000 from an agreement with Valley First Credit Union for free office space from which to operate.

Outreach and Engagement

Paramount to the success of the contract is outreach and marketing to Turlock businesses. Opportunity Stanislaus is enthusiastic to build upon an existing extensive network of regional economic and business connections to foster a thriving business climate. Opportunity Stanislaus and the Valley Sierra SBDC will ensure the most comprehensive and broad strategies are utilized when educating and marketing to the community about resources and services available.

Techniques will include a variety of methods as needed such as: flyer/brochure distribution, social media, press releases, community speaking engagements, and in-person communications with partner agencies based in Turlock.

Communication Efficacy

The VSSBDC prides itself on enhancing its community by empowering business owners with the training and tools they need to launch, grow and/or sustain their businesses. It utilizes a diverse roster of consultants who collectively have hundreds of years of experience in business, including designing communication strategies for small, medium, and large organizations. From website interface to branding of the Business Development and Assistance Program and messaging specific to the City of Turlock's various audiences, Consultants Jessica Chang Irish, Claudia Newcorn and Greg Falken can provide succinct and relatable messages to the public, online, in print, via video or in person. As consultants to dozens of businesses and as small business owners themselves, Chang-Irish, Newcorn and Falken are adept at the communication avenues and verbiage that business owners use and understand.

Beyond reviewing the City of Turlock's website and other technical tools, consultants can create and execute a communication plan that includes:

- Interviewing City of Turlock employees who work directly with business owners to learn about the city's involvement with and commitment to Turlock businesses (this can be on or off camera) so that they may make the community aware of available resources
- Interviewing designated Turlock business owners to find out their needs (this can be on or off camera, as well)
- Developing the brand of the Business Development and Assistance Program
- Crafting verbiage to introduce and explain the Business Development and Assistance Program to the City of Turlock's various audiences online and in person
- Producing a video to introduce the Business Development and Assistance Program to post on your website and social media channels

This combination of strategies implemented by seasoned professionals will result in a transformative, impactful program. The structure, nature, and length of the training are all at the discretion of the decision makers at the city.

Timeline for Project Implementation

Opportunity Stanislaus is flexible in its timeline for implementation of this project, understanding that a budget and corresponding timeline have not yet been conceptualized. The plan presented herein is best suited for a five-year time span but can be modified to suit the needs of the City of Turlock.

If the grant is awarded in December of 2021, Opportunity Stanislaus is comfortable with a planning and development stage of January through June 2022 in which modifications can be made to the scope of work and budget; resources can be allocated; and logistics can be determined and implemented. Work for the project can begin in earnest in July 2022 though of course some aspects of the project can be implemented sooner such as efficacy training and marketing to Turlock businesses.

Reporting

All project reporting shall be done in accordance with the preferences set forth by the Turlock City Council and City of Turlock staff charged with award and execution of this contract. Opportunity Stanislaus will submit all required reports in a timely fashion and make all records pertinent to the project readily available for review.

Provider Experience Caveat

In the Request for Proposals, the City of Turlock asked that the provider provide a list of previous clients with similar operations demonstrating the experience to perform the work requested including names, telephone numbers and a list of services. In the past two years alone Valley Sierra Small Business Development Center has served 148 businesses in Turlock and that number is ten-fold throughout organizational history.

However, Section 21a of the Small Business Act, which governs operations of Small Business Development Centers nationally holds that all client information including services provided and contact information be confidential except in those cases where releases have been signed. If funded or notified of consideration of funding VSSBDC would seek to retain releases from businesses in Turlock recently served for the purposes of this proposal.

In order to show strong relationships and capacity, Opportunity Stanislaus and the VSSBDC have requested letters of support from local businesses and received many. See APPENDIX F.

Flexibility Caveat

This proposal was crafted in response to both the RFP and the discussion of the city's needs related to the RFP during a Turlock City Council meeting. In that meeting there was much discussion about the importance of "teaching men to fish" and custom, one-on-one education. There was also mention of the fact that there are 4,000 businesses in Turlock and it must be considered that they might all reach out for assistance. The Small Business Administration considers an SBDC that serves 650 businesses regionally each

year successful. The Valley Sierra SBDC is on track to serve 1,000 this year but this number reflects countywide services. Understanding that perspective, it would take many years to serve all Turlock businesses should assistance be requested. Given the transformative, in-depth nature of services offered herein, OS and the VSSBDC feel that 250 businesses per year could be served.

Opportunity Stanislaus and its subcontractor Valley Sierra Small Business Development Center recognize that the City of Turlock may want an increased or decreased level of service from that which has been described in this proposal depending on the timeline for implementation and budget for this project, neither of which were shared. This proposal is completely negotiable in terms of scope, budget, and timeline.

APPENDIX A

Opportunity Stanislaus investors with a physical presence in Turlock:

- Alpha Inc
- Bigfoot Carpet
- Blue Diamond
- California State University, Stanislaus
- City of Turlock
- F&M Bank
- Foster Farms
- Garton Tractor
- Golden Valley Health Centers
- JKB Living
- MOCSE Credit Union
- Oak Valley Community Bank
- P&F Metals
- Sutter Health
- Turlock Chamber of Commerce
- Turlock Irrigation District
- United States Cold Storage
- Valley First Credit Union
- Wells Fargo
- WIS & G Insurance

APPENDIX B: Board Members for Opportunity Stanislaus

Board Officers

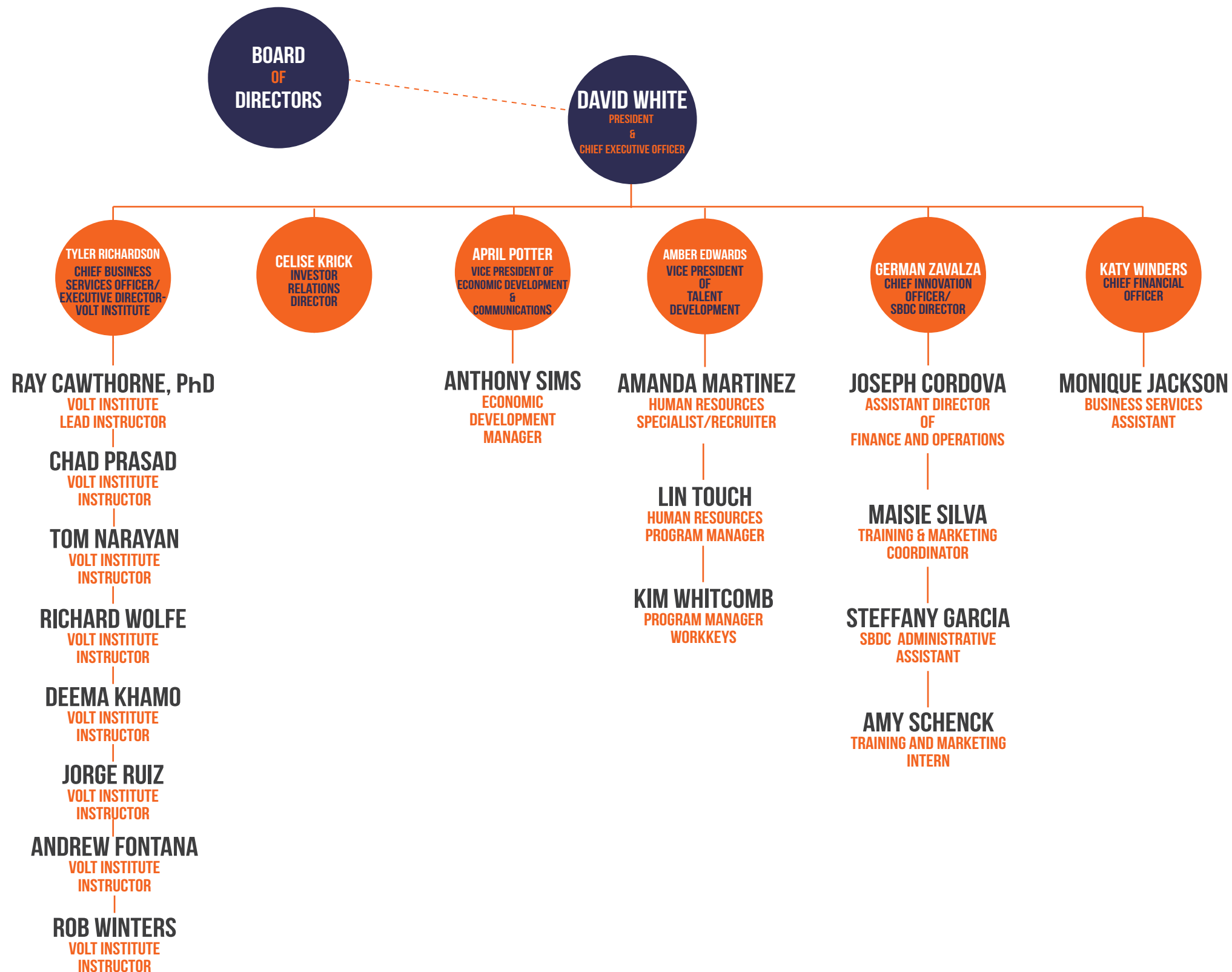
Chair	Dillon Olvera	CEO	Beard Land Improvement Co
Vice Chair	Dan Leonard	CFO & VP	Bronco Wine Company
Secretary	Chris Lehekainen	VP, Field Op & Plant Inputs	Stanislaus Food Products
Treasurer	Kathryn Davis	CEO	Valley First Credit Union

Board Members

Name	Company Title	Company Name
Ann Endsley	Owner	Green's Market
Blake Steward	Senior Vice President, Human Resources	Pacific Southwest Container
Brad Stegmann	Chief Executive Officer	Automation Group
Chris Courtney	President & CEO	Oak Valley Community Bank
Chris Peterson	Partner	Availability Professional Staffing
Christopher Drago	Support Services Administrator	Kaiser Permanente
Clive Grimbleby	Partner	Grimbleby Coleman CPAs, Inc
Dan Huber	Chief Executive Officer	Foster Farms
David Needham	Chief Technology Officer	Oportun
Dennis Roberts	President & CEO	Crystal Creamery
Doug Vilas	COO	E.&J. Gallo Winery
Edwin Rizo	President	Rizo Lopez Foods
Gino Patrizio	CEO	Sutter Memorial Medical Center
Hemanta Agarwala	President	Alpha, Inc.
Jim Vieira	President & GM	P&F Metals
Joe Hollowell	Chief Executive Officer	LDC Group LLC
Judy Pallios	VP, Business Banking & Officer	Bank of Stockton
Kevin Lacasse	Vice President, Engineering & Maintenance	The Wine Group

Lynn Dickerson	Former Chief Executive Officer	Gallo Center for the Arts
Mani Grewal	4th District Supervisor	County Board of Supervisors
Michelle Reimers	General Manager	Turlock Irrigation District
Oscar Cabello	District Manager	Wells Fargo
Paul Van Konynenburg	Owner	Britton Konynenburg Partners
Renee Bilyeu	Vice President, Human Resources	Hilmar Cheese
Sue Zwahlen	Mayor	City of Modesto
Warren Kirk	CEO	Doctors Medical Center

OPPORTUNITY STANISLAUS





Job Description

ALLIANCE SMALL BUSINESS DEVELOPMENT CENTER (SBDC) VALLEY SIERRA SBDC: PROGRAM TECHNICIAN

OVERALL RESPONSIBILITIES:

Under the direction of the Small Business Development Center Director, plan, coordinate and oversee the daily activities of the Turlock Small Business Development Center (SBDC) Program; provide specialized information and assistance to existing and prospective small business owners.

MISSION of the Central CA SBDC Network:

To provide entrepreneurs and small businesses with high quality education, consulting, and the support and tools necessary to build successful sustainable businesses.

ESSENTIAL DUTIES:

- Plan, coordinate and oversee the daily activities of the Turlock SBDC Program.
- In collaboration with the SBDC Administrative Assistant, coordinate the intake, screening, scheduling and appropriate referral of Turlock SBDC clients.
- Assist in the development and delivery of Turlock SBDC Program including development of courses, seminars, workshops and one-on-one consultation session schedules, instructional materials, and economic development activities.
- Maintain a variety of accurate client and training records according to established SBA, Opportunity Stanislaus, Central California SBDC Network, and City of Turlock requirements; prepare and submit quarterly program reports as required.
- Represent SBDC to the business community of Turlock as needed; market the SBDC Program services to the business community as directed.
- In collaboration with the SBDC Assistant Director, maintain accurate budget records; and prepare budget expenditure reports.
- Maintain the business resource library and other support services to SBDC clients and businesses.
- Perform related duties as assigned.

KNOWLEDGE OF:

- Program development.
- Correct English usage, grammar, spelling, punctuation, and vocabulary. Computer hardware and software.
- Principles of small business, entrepreneurial and economic development.
- Record-keeping techniques.
- Budget monitoring techniques.

Ability to:

- Plan, coordinate and oversee the daily activities of the Turlock SBDC satellite office. Plan, organize and prioritize work.
- Provide outreach, intake and other relevant activities to clients.
- Coordinate and work cooperatively with Opportunity Stanislaus and SBDC staff and relevant agencies, organizations and businesses.
- Interpret and apply grant regulations and appropriate State and federal laws.
- Organize and present materials in an efficient manner.

- Prepare and maintain budgets and expenditures.
- Maintain accurate records.
- Perform complex and responsible work in preparation of reports and SBDC Program planning.
- In collaboration with the SBDC Training and Marketing Coordinator, develop and implement an effective marketing program for the Turlock SBDC Program.
- Participate in educational program development.
- Communicate effectively both orally and in writing.
- Operate appropriate computer software and other business machines to accomplish job tasks.
- Work independently with little direction.
- Maintain confidentiality with discretion.
- Meet schedules and timelines.

MINIMUM REQUIREMENTS:

Education and Experience

Any combination equivalent to: Bachelor’s degree and two years increasingly responsible work experience in business or related field.

Requirements

Employee may not have any unresolved IRS debt. Background check to be performed following job offer.

Physical Requirements

Position requires sitting and viewing a computer monitor for extended periods of time; dexterity of hands and fingers to operate a typewriter and computer keyboard; reaching, bending, and stooping; frequently exert 10 to 20 pounds of force to lift, carry, push, pull or otherwise move objects; hearing and speaking English to communicate and provide information to others; vision to read printed material and computer monitor.

Appropriate accommodations will be made for otherwise qualified individuals to comply with ADA.

Approved:

David White, CEO
Stanislaus Business Alliance, Inc.
Db a Opportunity Stanislaus

Date: _____

Appendix E: SBDC Consultants

First name	Last name	Expertise:
Amy	Porter	<i>Bookkeeping, Quickbooks</i>
Asadullah	Omer	<i>Quality control, developing social media, starting a business</i>
Barney	Kramer	<i>Websites and Social Media</i>
Bob	McDonald	<i>Business plan, equity capital, quality control, entrepreneurship, marketing planning,</i>
Claudia	Newcorn	<i>General business, marketing, start-ups, communications, strategic planning, marketing planning and strategy; lower level finance (e.g. projections, basic P&L, etc.); basic operations</i>
Chris	Carroll	<i>Small business website development; search engine optimization; content creation; local focused content; and content solutions, such as small business marketing and strategy plans.</i>
Cyndi	Schlenz	<i>General Business/start-up</i>
Cynthia	Cowart	<i>Business Planning and business startups</i>
Dennis	Murphy	<i>Business plans, especially the financing & budget aspects and evaluating the value of a business for sale or purchase.</i>
Devan	Costa-Cargill	<i>Writing new goal plans, business plans, hiring/recruiting</i>
Dina	Rivera	<i>General Business, New Business start-up</i>
Emmanuel	Escamilla	<i>Start-up Assistance; Business Development; Financial Modeling</i>
Favian	Ortega	<i>General Business, Business Start Ups, Operations</i>
Geoffrey	Bogart	<i>International Trade</i>
Greg	Falken	<i>Website development</i>
Harpreet	Singh	<i>General business</i>

Howard	White	<i>Business Strategy, start-up, growth, and pandemic loans/grants</i>
James	Homer	<i>Accounting and Business Management</i>
Jessica	Chang-Irish	<i>Video Communications & Production</i>
John	Le	<i>Marketing and general business</i>
John	Misiak	<i>general business, financing, planning</i>
Karlha	Davies	<i>business planning, marketing strategies, and social media strategies</i>
Lourdes	Uranday	<i>Human Resources, Safety, grant applications, Bilingual (Spanish) clients</i>
Mary	Castillo	<i>QuickBooks, Credit, Business Starts</i>
Mike	Menahem	<i>Government Contracts</i>
Pablo	Parades	<i>Human Resources management and development. Organizational behavior and development.</i>
Rhonda	Lowe	<i>Start-ups; retail; marketing; creating new revenue streams; creating systems for better efficiency;</i>
Rick	Leibowitz	<i>Restaurant, Lodging, Tourism, Medical, Manufacturing</i>
Sandra	Torres	<i>Human Resources/Employment Law</i>
Steve	Keyzers	<i>Human Resources/Employment Law</i>
Taylor	LaMar	<i>Software Engineering</i>
Teresa	Lakes	<i>Business startup, business planning, marketing</i>
Tiffany	Phillips	<i>Social media marketing and overall digital marketing</i>
Tim	Douglas	<i>Financial issues, loans with SBA, IBANK, banks, nonprofits & foundations. forecasted profitability analysis required by most bank loans. also comfortable with recognizing the needs for referrals and maintaining consultant team coordination.</i>



1100 J St. Modesto CA 95354

December 14, 2021

Attn: Lisa Quiroga

City of Turlock Business Development & Assistance Program

City of Turlock Community & Economic Development Department

156 S. Broadway, Suite 270

Turlock, CA 95380

Dear Ms. Quiroga:

As an executive for an organization that serves business owners across Stanislaus County, I would like to register my support for Opportunity Stanislaus in their application to provide business development and technical assistance to Turlock businesses. Opportunity Stanislaus has a long history of business support in Turlock, Stanislaus County, and the entire region. As host to the Valley Sierra Small Business Development Center, they have the staff, experience, and track record to provide exactly the kind of services described in the Request for Information.

They have already served hundreds of Turlock businesses over the years through their business consulting program. They offer services in skills training, leadership training, human resources training and a whole myriad of other business consulting services. They also offer valuable research tools to assist Turlock businesses. They have staff and consultants who are experts in marketing and external communications.

They were instrumental in developing and managing the Turlock Small Business Grant program during the COVID pandemic. They are also capable of addressing the diverse needs of business with several consultants who speak Spanish, Punjabi, Farsi, and other languages important to Turlock.

In view of the above therefore, I wholeheartedly support their application. Feel free to contact me on 209-312-4970 if you have any question that may assist you in considering Opportunity Stanislaus for the City of Turlock Business Development and Assistance Program.

Johnny Garcia
CEO/President



Agriculture

December 3, 2021.

Attn: Lisa Quiroga
City of Turlock Business Development & Assistance Program
City of Turlock Community & Economic Development Department
156 S. Broadway, Suite 270
Turlock, CA 95380

Dear Ms. Quiroga,

I am delighted to support Opportunity Stanislaus in their application to provide business development and technical assistance to Turlock businesses. The organization has a long history of business support in Turlock, Stanislaus County and the entire region. As host to the Valley Sierra Small Business Development Center, they have the staff, experience and track record to provide exactly the kind of services described in the Request for Information.

Opportunity Stanislaus has already served hundreds of Turlock businesses over the years through their business consulting program. They offer services in skills training, leadership training, human resources training and a whole myriad of other business consulting services. They also offer valuable research tools to assist Turlock businesses. They have staff and consultants who are experts in marketing and external communications.

They were instrumental in developing and managing the Turlock Small Business Grant program during the COVID pandemic. They are also capable of addressing the diverse needs of business with several consultants who are always helpful businesses in Turlock. The CSU Stanislaus Agriculture program is appreciative of their role and service in the community.

In view of the above therefore, I wholeheartedly support their application. Feel free to contact me on 209-667-3961 if you have any question that may assist you in considering Opportunity Stanislaus for the City of Turlock Business Development and Assistance Program.

Thanks.

Oluwarotimi O. Odeh, Ph.D., MBA
Professor and Rolland Starn Endowed Chair, Agriculture



(209) 394-7901
1000 Davis Street
P.O. Box 457
Livingston, CA 95334

December 2, 2021

Attn: Lisa Quiroga
City of Turlock Business Development & Assistance Program
City of Turlock Community & Economic Development Department
156 S. Broadway, Suite 270
Turlock, CA 95380

Dear Ms. Quiroga:

As a business executive in Turlock, I would like to register my support for Opportunity Stanislaus in their application to provide business development and technical assistance to Turlock businesses. Opportunity Stanislaus has a long history of business support in Turlock, Stanislaus County and the entire region. As host to the Valley Sierra Small Business Development Center, they have the staff, experience and track record to provide exactly the kind of services described in the Request for Information.

They have already served hundreds of Turlock businesses over the years through their business consulting program. They offer services in skills training, leadership training, human resources training and a whole myriad of other business consulting services. They also offer valuable research tools to assist Turlock businesses. They have staff and consultants who are experts in marketing and external communications.

They were instrumental in developing and managing the Turlock Small Business Grant program during the COVID pandemic. They are also capable of addressing the diverse needs of business with several consultants who speak Spanish, Punjabi, Farsi and other languages important to Turlock. My company has been the recipient of support from Opportunity Stanislaus in the past, and I can vouch for their business support programs.

Sincerely,

Dan Huber
President, CEO

December 2, 2021

Attn: Lisa Quiroga
City of Turlock Business Development & Assistance Program
City of Turlock Community & Economic Development Department
156 S. Broadway, Suite 270
Turlock, CA 95380

Dear Ms. Quiroga:

As a business executive in Turlock, I would like to register my support for Opportunity Stanislaus in their application to provide business development and technical assistance to Turlock businesses. Opportunity Stanislaus has a long history of business support in Turlock, Stanislaus County and the entire region. As host to the Valley Sierra Small Business Development Center, they have the staff, experience and track record to provide exactly the kind of services described in the Request for Information.

They have already served hundreds of Turlock businesses over the years through their business consulting program. They offer services in skills training, leadership training, human resources training and a whole myriad of other business consulting services. They also offer valuable research tools to assist Turlock businesses. They have staff and consultants who are experts in marketing and external communications.

They were instrumental in developing and managing the Turlock Small Business Grant program during the COVID pandemic. They are also capable of addressing the diverse needs of business with several consultants who speak Spanish, Punjabi, Farsi and other languages important to Turlock. My company has been the recipient of support from Opportunity Stanislaus in the past, and I can vouch for their business support programs.

Sincerely,



James Brenda
President

JKB LIVING

Built For A Lifetime

December 2, 2021

Attn: Lisa Quiroga
City of Turlock Business Development & Assistance Program
City of Turlock Community & Economic Development Department
156 S. Broadway, Suite 270
Turlock, CA 95380

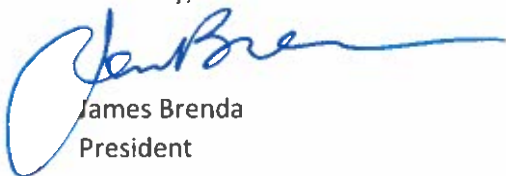
Dear Ms. Quiroga:

As a business executive in Turlock, I would like to register my support for Opportunity Stanislaus in their application to provide business development and technical assistance to Turlock businesses. Opportunity Stanislaus has a long history of business support in Turlock, Stanislaus County and the entire region. As host to the Valley Sierra Small Business Development Center, they have the staff, experience and track record to provide exactly the kind of services described in the Request for Information.

They have already served hundreds of Turlock businesses over the years through their business consulting program. They offer services in skills training, leadership training, human resources training and a whole myriad of other business consulting services. They also offer valuable research tools to assist Turlock businesses. They have staff and consultants who are experts in marketing and external communications.

They were instrumental in developing and managing the Turlock Small Business Grant program during the COVID pandemic. They are also capable of addressing the diverse needs of business with several consultants who speak Spanish, Punjabi, Farsi and other languages important to Turlock. My company has been the recipient of support from Opportunity Stanislaus in the past, and I can vouch for their business support programs.

Sincerely,



James Brenda
President



December 6, 2021

Attn: Lisa Quiroga
City of Turlock Business Development & Assistance Program
City of Turlock Community & Economic Development Department
156 S. Broadway, Suite 270
Turlock, CA 95380

Dear Ms. Quiroga:

As a community development corporation serving Stanislaus County, Stanislaus Equity Partners would like to register its support for Opportunity Stanislaus in their application to provide business development and technical assistance to Turlock businesses. Opportunity Stanislaus has a long history of business support in Turlock, Stanislaus County, and the entire region. As host to the Valley Sierra Small Business Development Center, they have the staff, experience, and track record to provide exactly the kind of services described in the Request for Information.

They have already served hundreds of Turlock businesses over the years through their business consulting program. They offer services in skills training, leadership training, human resources training and a whole myriad of other business consulting services. They also offer valuable research tools to assist Turlock businesses. They have staff and consultants who are experts in marketing and external communications.

They were instrumental in developing and managing the Turlock Small Business Grant program during the COVID pandemic. Sierra SBDC also has the capabilities to address the diverse needs of local businesses with several consultants who not only have subject matter skills but can offer guidance in Spanish, Punjabi, Farsi and other languages important to Turlock's entrepreneurs. Stanislaus Equity Partners has collaborated with Valley Sierra SBDC to host free trainings and learning events for local entrepreneurs. Stanislaus Equity Partners is in full support of the application submitted by Opportunity Stanislaus and Valley Sierra SBDC for the City of Turlock Business Development and Assistance Program.

Sincerely,

A handwritten signature in black ink that reads "Joe S. Duran". The signature is written in a cursive style with a large, stylized "J" and "D".

Joe S. Duran
Chief Executive Officer
Stanislaus Equity Partners CDC



International Rescue Committee
3446 N. Golden State Blvd. Suite A
Turlock, CA. 95382
Tel 209.667.2378
Fax 209.667.9713
www.rescue.org

Dec 13, 2021

Attn: Lisa Quiroga
City of Turlock Business Development & Assistance Program
City of Turlock Community & Economic Development Department
156 S. Broadway, Suite 270
Turlock, CA 95380

Dear Ms. Quiroga:

As an executive for an organization that serves business owners across Stanislaus County, I would like to register my support for Opportunity Stanislaus in their application to provide business development and technical assistance to Turlock businesses. Opportunity Stanislaus has a long history of business support in Turlock, Stanislaus County, and the entire region. As host to the Valley Sierra Small Business Development Center, they have the staff, experience, and track record to provide exactly the kind of services described in the Request for Information.

They have already served hundreds of Turlock businesses over the years through their business consulting program. They offer services in skills training, leadership training, human resources training and a whole myriad of other business consulting services. They also offer valuable research tools to assist Turlock businesses. They have staff and consultants who are experts in marketing and external communications.

They were instrumental in developing and managing the Turlock Small Business Grant program during the COVID pandemic. They are also capable of addressing the diverse needs of business with several consultants who speak Spanish, Punjabi, Farsi, and other languages important to Turlock.

In view of the above, therefore, I wholeheartedly support their application. Feel free to contact me on 209-262-5670 if you have any questions that may assist you in considering Opportunity Stanislaus for the City of Turlock Business Development and Assistance Program.

Sincerely,

A handwritten signature in black ink that reads 'Vivien Jacob'.

Vivien Jacob
Site Director



12/16/21

Attn: Lisa Quiroga
City of Turlock Business Development & Assistance Program
City of Turlock Community & Economic Development Department
156 S. Broadway, Suite 270
Turlock, CA 95380

Dear Ms. Quiroga:

As the Executive Director for the Central CA Network SBDC, I would like to register my support for Opportunity Stanislaus in their application to provide business development and technical assistance to Turlock businesses. Opportunity Stanislaus has a long history of business support in Turlock, Stanislaus County, and the entire region. As host to the Valley Sierra Small Business Development Center, they have the staff, experience, and track record to provide exactly the kind of services described in the Request for Information.

They have already served hundreds of Turlock businesses over the years through their business consulting and training programs. They offer services in skills training, leadership training, human resources training and a whole myriad of other business consulting services. They also offer valuable research tools to assist Turlock businesses. They have staff and consultants who are experts in marketing and external communications and have access to our network of resources.

Through the Valley Sierra SBDC, they are very capable of addressing the diverse needs of Turlock businesses with several consultants who speak Spanish, Punjabi, Farsi and other languages important to the Turlock community.

Please do not hesitate to contact me should you have any questions.

Sincerely,

Kurtis Clark, Executive Director
Central CA SBDC network
kclark5@ucmerced.edu



valleyfirstcu.org | (877) 549-4567

PO Box 1411 | Modesto, CA 95353-1411

December 9, 2021

Attn: Lisa Quiroga
City of Turlock Business Development & Assistance Program
City of Turlock Community & Economic Development Department
156 S. Broadway, Suite 270
Turlock, CA 95380

Dear Ms. Quiroga:

As a business executive that has an office in Turlock, I would like to register my support for Opportunity Stanislaus in their application to provide business development and technical assistance to Turlock businesses. Opportunity Stanislaus has a long history of business support in Turlock, Stanislaus County, and the entire region. As host to the Valley Sierra Small Business Development Center, they have the staff, experience, and track record to provide exactly the kind of services described in the Request for Information.

They have already served hundreds of Turlock businesses over the years through their business consulting program. They offer services in skills training, leadership training, human resources training and a whole myriad of other business consulting services. They also offer valuable research tools to assist Turlock businesses. They have staff and consultants who are experts in marketing and external communications.

They were instrumental in developing and managing the Turlock Small Business Grant program during the COVID pandemic. They are also capable of addressing the diverse needs of business with several consultants who speak Spanish, Punjabi, Farsi, and other languages important to Turlock.

Valley First Credit Union received the designation as a Community Development Financial Institution (CDFI) in November and will be partnering with the Valley Sierra SBDC to bring these resources to its clients where appropriate. As such, we will be providing office space to VSSBDC to open their Turlock satellite office in the Monte Vista Crossing Shopping Center.

In view of the above therefore, I wholeheartedly support their application. Feel free to contact me on 209-549-8500, ext. 3000 if you have any question that may assist you in considering Opportunity Stanislaus for the City of Turlock Business Development and Assistance Program.

Sincerely,

A handwritten signature in black ink that reads 'Kathryn J. Davis'. The signature is written in a cursive, flowing style.

Kathryn J. Davis
President & CEO



Date: December 2, 2021

Attn: Lisa Quiroga
City of Turlock Business Development & Assistance Program
City of Turlock Community & Economic Development Department
156 S. Broadway, Suite 270
Turlock, CA 95380

Dear Ms. Quiroga:

As a business executive in Turlock, I would like to register my support for Opportunity Stanislaus in their application to provide business development and technical assistance to Turlock businesses. Opportunity Stanislaus has a long history of business support in Turlock, Stanislaus County, and the entire region. As host to the Valley Sierra Small Business Development Center, they have the staff, experience, and track record to provide exactly the kind of services described in the Request for Information.

They have already served hundreds of Turlock businesses over the years through their business consulting program. They offer services in skills training, leadership training, human resources training and a whole myriad of other business consulting services. They also offer valuable research tools to assist Turlock businesses. They have staff and consultants who are experts in marketing and external communications.

They were instrumental in developing and managing the Turlock Small Business Grant program during the COVID pandemic. They are also capable of addressing the diverse needs of business with several consultants who speak Spanish, Punjabi, Farsi, and other languages important to Turlock. My company has been the recipient of support from Opportunity Stanislaus in the past, and I can vouch for their business support programs.

Sincerely,

Glenn Wallace

President and CEO

December 2, 2021

Attn: Lisa Quiroga
City of Turlock Business Development & Assistance Program
City of Turlock Community & Economic Development Department
156 S. Broadway, Suite 270
Turlock, CA 95380

Dear Ms. Quiroga:

As a business executive in Turlock, I would like to register my support for Opportunity Stanislaus in their application to provide business development and technical assistance to Turlock businesses. Opportunity Stanislaus has a long history of supporting and promoting businesses in Turlock, Stanislaus County and the entire region. As host to the Valley Sierra Small Business Development Center, they have the staff, experience and track record to provide exactly the kind of services described in the Request for Information.

They have already served many Turlock businesses over the years through their business consulting program. They offer services in skills training, leadership training, human resources training and a myriad of other business consulting services. They also offer valuable research tools to assist Turlock businesses. They have staff and consultants who are experts in marketing and external communications.

Opportunity Stanislaus was instrumental in developing and managing the Turlock Small Business Grant program during the COVID pandemic. They are also capable of addressing the diverse needs of businesses with several consultants who speak Spanish, Punjabi, Farsi and other languages important to Turlock. WISG has been the recipient of support from Opportunity Stanislaus in the past, and I can vouch for their programs and commitment to improving commerce in our region.

Sincerely,



Michael Ireland, Jr.
CEO

Turlock Business Dev and Assistance Budget

DESCRIPTION		Requested	In Kind
A. PERSONNEL			
	FTE		
Program Specialist	1.00	52,000	0
SBDC Director	0.10	0	9,750
Asst Director of Finance and Operat	0.10	0	6,700
Marketing and Training Coordinator	0.10	0	4,264
Rising Tides 1	0.10	0	0
Total Personnel		52,000	20,714
B. FRINGE BENEFITS			
	27.00%		
Program Specialist		14,040	0
SBDC Director		0	2,633
Asst Director of Finance and Operations		0	1,809
Marketing and Training Coordinator		0	1,151
Rising Tides 1		0	70,000
Total Fringe Benefits		14,040	75,593
C. TRAVEL			
In-State			
Out of State			
Total Travel		0	0
D. EQUIPMENT			
(For items \$5,000 or more)		1,500	
Total Equipment		1,500	0
E. SUPPLIES			
General Office and Operational		3,000	1,000
Miscellaneous			
Total Supplies		3,000	1,000
F. CONTRACTUAL			
Rising Tides		36,500	
Professional Services		20,000	
Total Contractual		56,500	0
G. CONSULTANTS			
Gen Business/Capital Infusion		70,000	16,000
Instructors/Trainers		10,000	
Total Consultants		80,000	16,000
H. OTHER			
Audit			
Advertising/Community Outreach		5,000	
Communications			
Bank Acct Charges			
Facility Operations:			
Turlock			12,000
Worker's Comp Insurance			
Library Purchases & Subscriptions			
Memberships			
Minor Equipment/Software			
Office Equipment Repair & Maintenance			
Staff Professional Development			
Special Programs & Events			
Postage			
Printing			
Total Other		5,000	12,000
I. TOTAL DIRECT		212,040	125,307
J. TOTAL INDIRECT		21,204	12,531
TOTAL BUDGET		233,244	137,837

Turlock Business Dev and Assistance Budget

DESCRIPTION		Requested	In Kind
A. PERSONNEL			
	FTE		
Program Specialist	1.00	52,000	0
SBDC Director	0.10	0	9,750
Asst Director of Finance and Operat	0.10	0	6,700
Marketing and Training Coordinator	0.10	0	4,264
Rising Tides 1	0.10	0	0
Total Personnel		52,000	20,714
B. FRINGE BENEFITS			
	27.00%		
Program Specialist		14,040	0
SBDC Director		0	2,633
Asst Director of Finance and Operations		0	1,809
Marketing and Training Coordinator		0	1,151
Rising Tides 1		0	70,000
Total Fringe Benefits		14,040	75,593
C. TRAVEL			
In-State			
Out of State			
Total Travel		0	0
D. EQUIPMENT			
(For items \$5,000 or more)			
Total Equipment		0	0
E. SUPPLIES			
General Office and Operational		3,000	1,000
Miscellaneous			
Total Supplies		3,000	1,000
F. CONTRACTUAL			
Rising Tides		46,500	
Professional Services		20,000	
Total Contractual		66,500	0
G. CONSULTANTS			
Gen Business/Capital Infusion		70,000	16,000
Instructors/Trainers		10,000	
Total Consultants		80,000	16,000
H. OTHER			
Audit			
Advertising/Community Outreach		5,000	
Communications			
Bank Acct Charges			
Facility Operations:			
Turlock			12,000
Worker's Comp Insurance			
Library Purchases & Subscriptions			
Memberships			
Minor Equipment/Software			
Office Equipment Repair & Maintenance			
Staff Professional Development			
Special Programs & Events			
Postage			
Design/Printing of Materials- Rising Tides		5,000	
Total Other		10,000	12,000
I. TOTAL DIRECT		225,540	125,307
J. TOTAL INDIRECT		22,554	12,531
TOTAL BUDGET		248,094	137,837

Turlock Business Dev and Assistance Budget

DESCRIPTION		Requested	In Kind
A. PERSONNEL			
	FTE		
Program Specialist	1.00	52,000	0
SBDC Director	0.10	0	9,750
Asst Director of Finance and Operat	0.10	0	6,700
Marketing and Training Coordinator	0.10	0	4,264
Rising Tides 1	0.10	0	0
Total Personnel		52,000	20,714
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	27.00%		
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SBDC Director		0	2,633
Asst Director of Finance and Operations		0	1,809
Marketing and Training Coordinator		0	1,151
Rising Tides 1		0	70,000
Total Fringe Benefits		14,040	75,593
C. TRAVEL			
In-State			
Out of State			
Total Travel		0	0
D. EQUIPMENT			
(For items \$5,000 or more)			
Total Equipment		0	0
E. SUPPLIES			
General Office and Operational		3,000	1,000
Miscellaneous			
Total Supplies		3,000	1,000
F. CONTRACTUAL			
Rising Tides		36,500	
Professional Services		20,000	
Total Contractual		56,500	0
G. CONSULTANTS			
Gen Business/Capital Infusion		70,000	16,000
Instructors/Trainers		10,000	
Total Consultants		80,000	16,000
H. OTHER			
Audit			
Advertising/Community Outreach		5,000	
Communications			
Bank Acct Charges			
Facility Operations:			
Turlock			12,000
Worker's Comp Insurance			
Library Purchases & Subscriptions			
Memberships			
Minor Equipment/Software			
Office Equipment Repair & Maintenance			
Staff Professional Development			
Special Programs & Events			
Postage			
Design/Printing of Materials- Rising Tides		5,000	
Total Other		10,000	12,000
I. TOTAL DIRECT		215,540	125,307
J. TOTAL INDIRECT		21,554	12,531
TOTAL BUDGET		237,094	137,837

Turlock Business Dev and Assistance Budget

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J. TOTAL INDIRECT		21,554	12,531
TOTAL BUDGET		237,094	137,837

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A SERVICE	}	RESOLUTION NO. 2022-
AGREEMENT BETWEEN THE CITY OF	}	
TURLOCK AND OPPORTUNITY	}	
STANISLAUS FOR BUSINESS DEVELOPMENT	}	
AND ASSISTANCE PROGRAM AND	}	
APPROPRIATING \$481,338 FROM	}	
FUND 119 [AMERICAN RESCUE PLAN	}	
ACT (ARPA)] UNASSIGNED RESERVE	}	
TO EXPENSE ACCOUNT NUMBER	}	
119-10-118.43060_047 "CONTRACT SERVICES	}	
BUSINESS DEV. AND ASSIST PROGRAM"	}	

WHEREAS, during the October 26, 2021 Council meeting staff was directed to prepare a Request for Information (RFI) for a Business Development and Assistance Program for businesses in the City of Turlock; and

WHEREAS, the City of Turlock received one proposal by December 17, 2021, reviewed the one proposal, and makes a recommendation to enter into a professional service agreement with Opportunity Stanislaus, whom staff believes to be the most qualified applicant; and

WHEREAS, the Business Development and Assistance Program is an eligible use of American Rescue Plan Act (ARPA) funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve entering into a service agreement with Opportunity Stanislaus for Business Development and Assistance Program for businesses in the City of Turlock staff (Exhibit B) and appropriating \$481,338 from Fund 119 (ARPA funds) unassigned reserve to Expense Account Number 119-10-118.43060_047 "Contract Services Business Dev. And Assist Program."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of January, 2022, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

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



Dan Madden
INTERIM MUNICIPAL SERVICES DIRECTOR
dmadden@turlock.ca.us

MUNICIPAL SERVICES
ADMINISTRATION

10A

156 S. BROADWAY, SUITE 270 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5599 EXT 4407 | FAX 209-668-5695

1-21-22

Memo

To: Sarah Eddy, Interim City Manager

Fr: Dan Madden, Interim Municipal Services Manager

Re: City Council update for 1-25-22 CC meeting

The Department continues to work through staff issues related to COVID. All Critical Infrastructure defined Staff are working “A &B” shifts. Essentially splitting daily start and end times and separated lunch periods.

The Regional Water Quality Control Facility (RWQCF) has successfully transitioned over to Sodium Hypochlorite for disinfection purposes. This ends the City’s use of gaseous chlorine for disinfection. Although more cost effective, the risks involved with gaseous chlorine and regulatory requirements are the primary reasons for its discontinuation.

The RWQCF has joined the University of California, Merced in their effort to study and track the COVID 19 pandemic. Wastewater-based epidemiology can help communities monitor infection dynamics for SARS-CoV-2 and can serve as an early-warning system for the virus in populations. For this project, staff will collect 5-7 samples per week at Turlock’s wastewater treatment facility which will help researchers monitor the pandemic specifically within Turlock’s sewer shed including the Communities Service Districts of Keyes, Denair and the City of Ceres.

The City’s Environmental Laboratory Accreditation Program certified lab completed its (ELAP) audit in December, which covered the laboratory’s quality assurance program, quality control procedures, SOPs for drinking water and wastewater as well as having the analyst’s performance of methods. This is one part of the requirements to retain the lab’s ELAP certification that must be completed every 2 years. A lab must remain in good standing with its certification to complete compliance with drinking water and wastewater analysis. This audit was performed by a third-party assessor for the first time. In 2019, ELAP announced new requirements and standards for all certified laboratories.

These new requirements follow the TNI Standards. These standards adopted by the National Environmental Laboratory Accreditation Conference (NELAC) follow the plan of procedures developed by TNI for consistently evaluating and documenting the ability of laboratories and field activity facilities performing environmental measurements, to meet nationally defined standards. These standards have many more requirements that need to be met including rewriting all of the lab's SOPs, QA manual, how the staff is trained and records are kept. The lab staff has been working diligently to be prepared for the effective date of 2023 of all of the new requirements. Outstanding job to Jeanne, Brooke, Laura and Sara for the successful audit.

Implementation of sodium hypochlorite for disinfection of our potable water system remains scheduled for Summer of 2022. Additional information to the Public of this transition will be going out in the March utility bills.

The Finance counter for the Public to pay their Utility bills is once again open. Counter hours are 12:00 p.m. to 4:00 p.m. Monday-Friday.

Go Green Week 2022 is scheduled for March 14th-18th. This long-term cooperative education period with the TUSD has provided environmental education to over 9,000 elementary school students since 2008.

Our Fleet Services area recently passed an inspection by the California Highway Patrol of relative to the maintenance of our Transit vehicles. Mike Benisch and his Staff continue to do a great job in keeping our fleet vehicles operating safely and on the road.

City Council Staff Update
January 25, 2022



To: Mayor and Councilmembers
From: Mike Botto, Interim Fire Chief
Prepared by: Mike Botto, Interim Fire Chief
Subject: Monthly Public Safety Update- Fire

Please see attached report.



**Incident Summary
Report
January 25, 2022**



Operations Highlights Page 2

End of Year Stats Page 6

Fire Prevention HighlightsPage 9

Neighborhood Services HighlightsPage 10



Operations

Turlock Fire responded to 810 emergency calls for service between December 10th 2021 through January 10th 2022. More than one apparatus were required on 158 of these incidents. During this period, greater than 50% of these incidents occurred during a period when engine companies were assigned to other calls.

911 Responses	Incidents with Concurrent calls	Multi Engine Responses	Fires	EMS Calls	Vehicle Accidents	Alarm Activations	Service & Good Intent
810	464	158	28	500	30	51	171

Training and Activities

During the time frame addressed in this report crews performed 478 hours of training and 997 hours of other activities including station, apparatus and equipment maintenance. Training was focused on structural fire fighting tactics and strategies, search and rescue techniques, and vehicle extrication.

Our new firefighters continue to do well in the joint recruit fire academy. This joint academy continues to prove the value of sharing resources.

With the recent uptick in employee COVID cases, engine company officers turned their attention towards didactic lesson plans, skull sessions, and preventative maintenance.

However, prior to the our COVID outbreak, we were able to send engine companies to multiple Sacramento Fire large-scale high-rise exercises.

Crews were assigned various assignments as part of simulated multi-alarm high rise fire response.



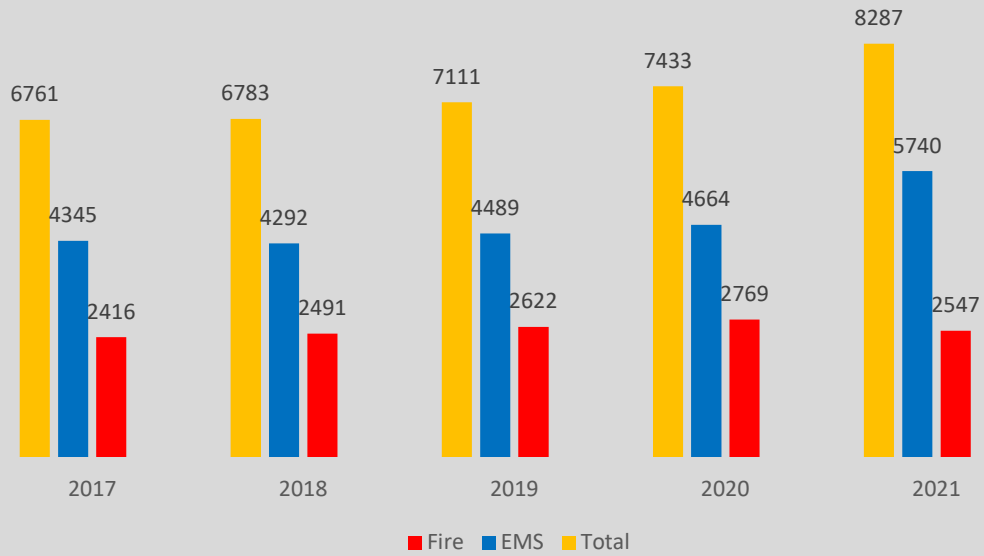
COVID-19

During the time frame addressed in this report, crews responded to twenty-seven (27) suspected COVID patients as well as thirty (30) confirmed COVID patients. All responses, to all calls, continue to be treated in a manner that both protect the firefighter as well as the public. This means that crews continue to wear full personal protective equipment; eye protection, gloves, N95 masks and gowns or NFPA rated EMS jacket when appropriate.

The Omicron variant has proven to be extremely communicable. Similar to other industries, COVID made a run through the Fire Department. As a result, during the first week of January, we were forced to brown out a fire station due to insufficient staffing. Fire Administration was also greatly impacted. Staffing has returned to pre-outbreak levels.



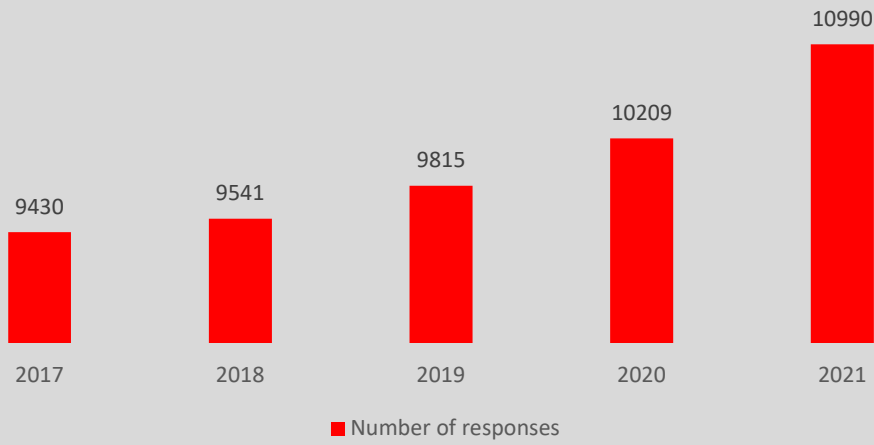
Number of Incidents



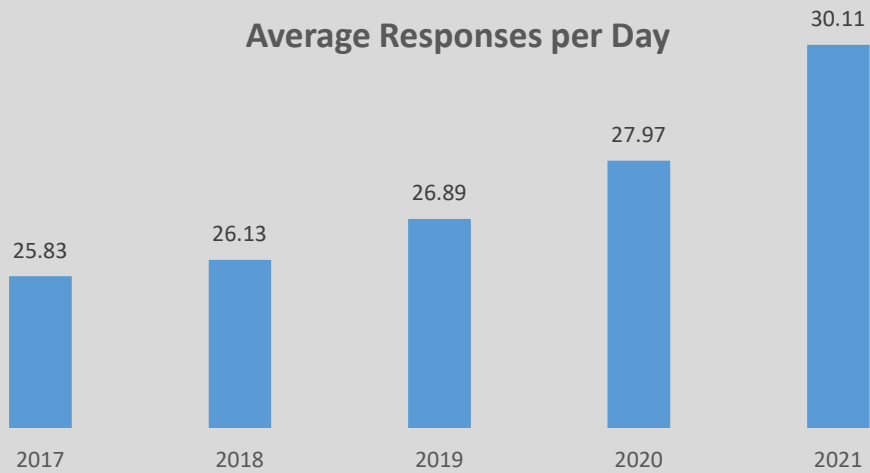
End of Year Stats



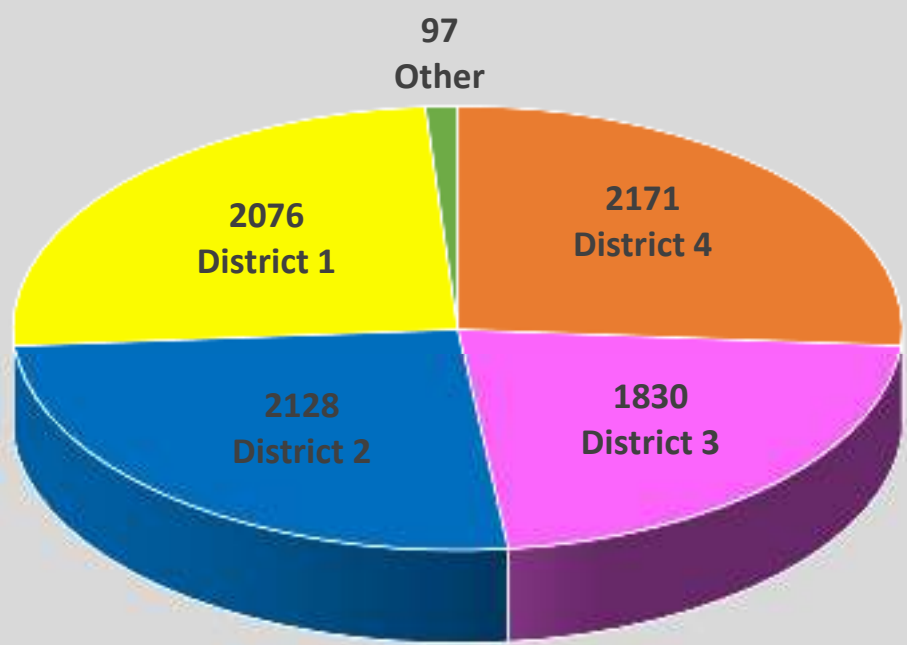
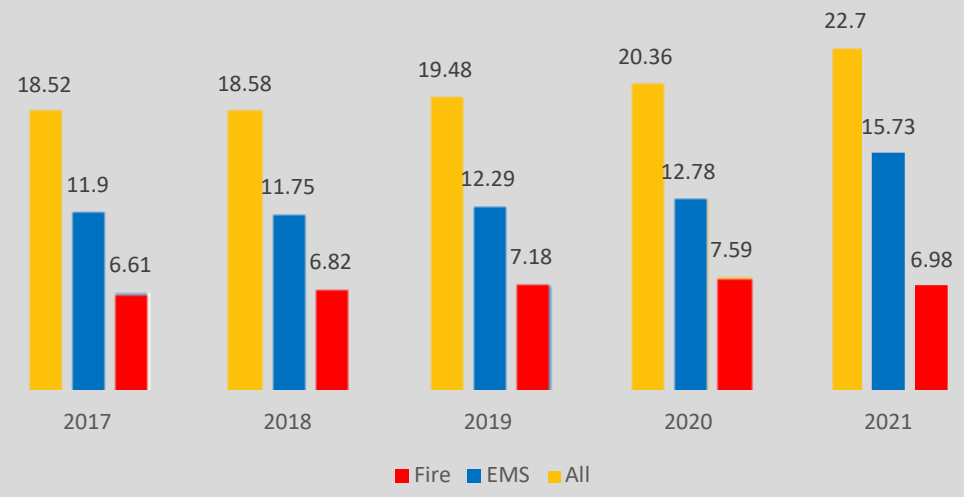
Number of Responses



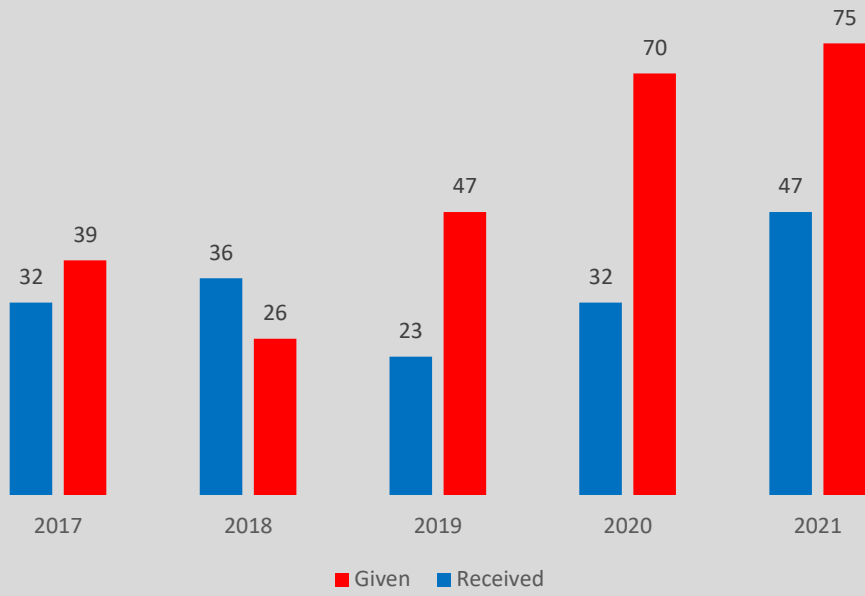
Average Responses per Day



Calls per Day by Type



Mutual Aid



Warehouse Fire in Westley



Buses burning in Hilmar

12/10/2021 – 1/10/2022



- 3 Final Inspections
- 1 Weld Inspections
- 2 Underground Flush
- 7 Re-Inspections
- 3 Pre-Developments
- 3 Occupancy
- 3 State Inspections
- 3 Solar Inspections
- 3 Fire Alarm Tests
- 1 Sprinkler Rough In Insp.
- 1 Hydrant Flush
- 1 Hydro-Visual Inspection

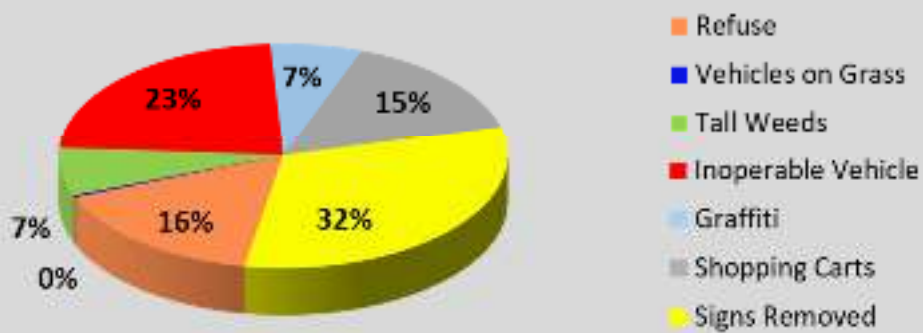
Fire Prevention Highlights

Neighborhood Services Code Enforcement Officers completed 116 inspections from December 10, 2021 through January 10, 2022. These inspections included refuse, tall weeds, inoperable vehicles, graffiti, and vehicles parked on the grass. Neighborhood Services Staff Services Assistant received 214 phone calls, 99 emails, and mailed 94 TMC violation letters.

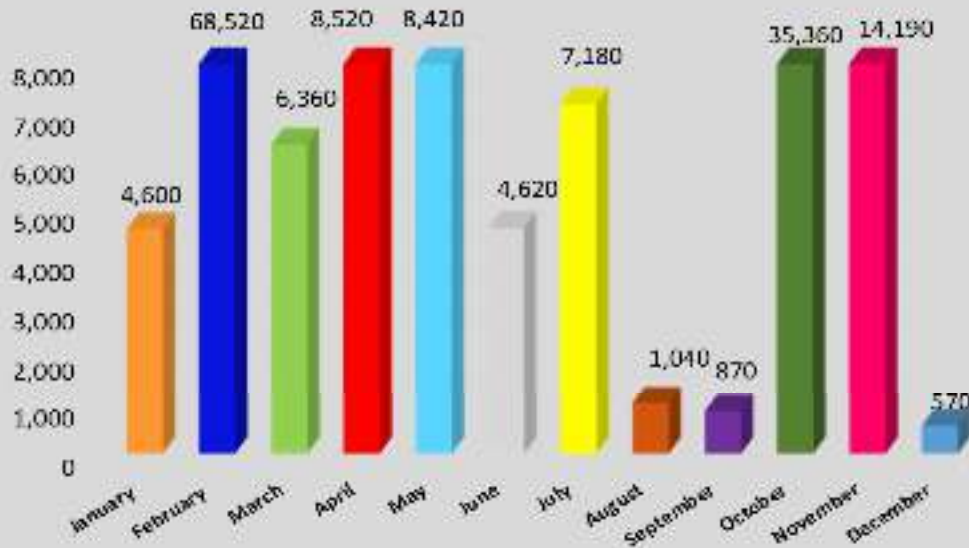
Neighborhood Services removed 53 abandoned shopping carts, abated graffiti from 23 locations and removed 111 illegal signs (i.e. lost dogs, yard sales, business promotions) none were offensive. Public and private, abandoned or inoperable vehicles, were addressed resulting in 80 cars orange-tagged or mailed a letter to remove the vehicle.

A total of 570 pounds of debris and trash was taken to Scavenger, through the combined effort of Neighborhood Services personnel and City of Turlock staff.

Code Violation Inspections and Abatements



Pounds of Refuse Taken to Scavenger by Month



Neighborhood Services Annual Report

2021	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD/TOTAL
Inspections	191	172	252	242	536	312	349	243	232	179	216	185	3,113
AVA - Private	10	1	53	16	21	13	19	17	9	17	4	6	186
AVA - Public	157	163	130	135	159	221	168	149	200	195	129	118	1,944
Graffiti abated by NS staff	211	96	171	35	101	174	111	55	51	53	65	41	1,184
Signs abated	148	158	223	350	359	616	250	177	187	159	215	139	2,793
Shopping carts abated	144	168	192	186	147	176	133	98	65	78	108	83	1,600
Garage Sale Permits Checked	-	5	9	12	1	4	5	4	9	10	11	9	75
Weight of Refuse taken to Scavenger	4,600	68,520	6,360	8,520	8,420	4,620	7,180	1,040	870	35,360	14,190	570	160,250
Trips taken to Scavenger	11	18	19	22	14	11	9	1	2	-	-	1	108
TMC Code Violation Calls	129	190	180	184	137	135	51	93	80	143	127	106	1,399
Phone Calls	340	261	400	432	418	539	367	474	450	382	393	284	4,762
Letters	66	96	187	233	191	244	164	206	202	199	199	132	2,119
Emails	64	108	117	172	155	163	169	274	204	144	197	103	1,892
Closed Violations	32	55	10	77	68	60	146	56	51	66	116	63	782
Unfounded Complaints	20	21	14	26	41	28	33	16	28	30	23	27	314
602 processed	10	15	39	8	17	7	3	10	6	26	4	6	176
AVA packets	7	2	27	36	-	10	-	-	-	27	40	18	167

City Council Staff Update

January 25, 2022



To: Mayor and Councilmembers

From: Sarah Tamey Eddy, Interim City Manager

Prepared by: Sarah Tamey Eddy, Interim City Manager

Re: Monthly Update – City Manager

City Hall Offices Modified Reopening

Due to the recent increase in the number of COVID-19 cases affecting City employees, City offices were closed from Monday, January 10 through Friday, January 21.

Beginning Monday, January 24, through at least Friday, February 4, Turlock City offices will reopen to the public with modified hours. City Hall offices will be open from 12:00 pm – 4:00 pm with public access to Utility Payment/Finance Department, and by appointment only for remaining City Offices. This modified reopening will allow for a period in which staff can transition back to a regular work schedule.