

City Council Meeting Agenda

Amendment No. 1
Date: 08/05/2022



August 9, 2022

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

Mayor
Amy Bublak

Council Members
Nicole Larson
Andrew Nosrati
Rebecka Monez
Pam Franco
Vice Mayor

City Manager
Reagan M. Wilson
City Clerk
Julie Christel
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 agenda item or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

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

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

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

CALL TO ORDER SALUTE TO THE FLAG ROLL CALL AND DECLARATION OF CONFLICTS

1. 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.

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS, PRESENTATIONS, AND BRIEFINGS

A. Proclamation: [Sergio Perez](#)

3. PUBLIC PARTICIPATION

Pursuant to California Government Code Section 54954.3(a), this is the time set aside for members of the public to directly address the City Council on any item of interest to the public that is within the subject matter jurisdiction of the City Council and to address the Council on any item on tonight's agenda, including Consent Calendar items. You will be allowed five (5) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter. Pursuant to California Government Code Section 54954.2(a)(3), no action or discussion may be undertaken on any item not appearing on the posted agenda, except that the City Council, or its staff, may briefly respond to comments or questions from members of the public, provide a reference to staff or other resources for factual information, or direct staff to place the issue on a future agenda.

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

**CITY OF TURLOCK CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, AUGUST 9, 2022**

5. CONSENT CALENDAR

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

- A. *Resolution:* Accepting Weekly Demands of 07/14/2022 in the amount of \$4,107,256.33, 07/21/2022 the amount of \$1,439,933.69, 07/28/2022 in the amount of \$3,558,294.22, and the EFT Demands of 02/28/2022 in the amount of \$13,224,291.34

- B. *Motion:* Accepting Minutes of the Regular Meeting of 06/14/2022

- C. *Motion:* Designating City Manager Wilson as the voting delegate and Deputy City Manager Eddy as the alternate voting delegate at the League of California Cities' Annual Business meeting on Friday, September 9, 2022 in Long Beach, California

- D. 1) *Motion:* Approving Contract Change Order No. 3 (Final) in the increased amount of \$4,156.70 for City Project No. 20-001 "City Utility Trench Repair 2020" bringing the contract total to \$286,479.45
2) *Motion:* Accepting improvements for City Project No. 20-011 "City Utility Trench Repair 2020" and authorizing the City engineer to file a Notice of Completion

- E. 1) *Resolution:* Awarding bid and approving an Agreement in the amount of \$208,812.00 (Non-General Fund – Fund 215) with St. Francis Electric, LLC, of San Leandro, California, for City Project No. 20-038 "Signal Coordination on W. Monte Vista Avenue, Golden State Boulevard and Geer Road"
2) *Resolution:* Appropriating \$86,657.74 to account number 215-40-420.51210 "Federal Streets Projects" to be funded from Fund 218 "Measure L" unallocated reserves to provide the necessary funding for City Project No. 20-038 "Signal Coordination on W. Monte Vista Avenue, Golden State Boulevard, and Geer Road"

- F. *Motion:* Approving a Memorandum of Understanding (MOU) between the Turlock Youth Soccer Association (TYSA) and the City of Turlock for use of the Turlock Regional Sports Complex to offer youth soccer programs and tournaments for a period of three (3) years

- G. *Motion:* Approving Memorandum of Understanding (MOU) between Stanislaus County Office of Education, Turlock Unified School District and the City of Turlock authorizing the acceptance of an allocation of funds and execution of a grant MOU to implement the After-School Education and Safety (ASES) Program for the 2022-2023 school year

- H. *Resolution:* Approving Amendment No. 2 to an Agreement between the City of Turlock and Joe Gomes and Sons, Inc. for card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment to increase the annual compensation amount to \$760,000.00

6. FINAL READINGS

None

7. PUBLIC HEARINGS

- A. Accepting the 2022 Public Health Goal Report for drinking water as required by Health and Safety Code Section 116470(b) and (c) (*Madrigal*)

Recommended Action: *Motion:* Accepting the 2022 Public Health Goal Report for drinking water as required by Health and Safety Code Section 116470(b) and (c)

**CITY OF TURLOCK CITY COUNCIL
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TUESDAY, AUGUST 9, 2022**

- B. Rescinding Resolution No. 2021-178 and adopting a new Resolution establishing a revised passenger fare structure effective August 22, 2022 and delegating authority to the City Manager, or his or her designee, to temporarily reduce or eliminate fares on any mode for promotional or emergency purposes (York)

Recommended Action: Resolution: Rescinding Resolution No. 2021-178 and adopting a new Resolution establishing a revised passenger fare structure effective August 22, 2022 and delegating authority to the City Manager, or his or her designee, to temporarily reduce or eliminate fares on any mode for promotional or emergency purposes

- C. Confirming the annexation of 2930 E. Tuolumne Road (APN: 073-016-006) PM No. 21-04, Project No. 21-020, into the Fairbanks ranch Landscaping and Lighting Benefit Assessment District and Street Maintenance Benefit Assessment Area, Project No. 14-73

Recommended Action: Resolution: Confirming the annexation of 2930 E. Tuolumne Road (APN: 073-016-006) PM No. 21-04, Project No. 21-020, into the Fairbanks ranch Landscaping and Lighting Benefit Assessment District and Street Maintenance Benefit Assessment Area, Project No. 14-73

8. ACTION ITEMS

- A. Awarding bid and approving an Agreement in the amount of \$3,144,729.20 with George Reed, Inc. of Modesto, California, for City Project No. 21-018 "Lander Avenue Rehabilitation between D Street and SR-99" to be funded by Measure L (Fund 218) (Madden)

Recommended Action: Resolution: Awarding bid and approving an Agreement in the amount of \$3,144,729.20 with George Reed, Inc. of Modesto, California, for City Project No. 21-018 "Lander Avenue Rehabilitation between D Street and SR-99" to be funded by Measure L (Fund 218)

9. 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. Homeless Program (Armory) Update (*Wilson*)
- B. Columbia Pool Update (*Schulze*)
- C. Senior Center Update (*Schulze*)
- D. Back Up Generator Update (*Schulze*)
- E. Automatic Defibrillators Update (*Loehr*)

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION

11. 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.

12. CLOSED SESSION

- A. Conference with Labor Negotiators - California Government 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 Designated Representative: Deputy City Manager Sarah Eddy
Employee Organization: Turlock Management Association – Public Safety
Employee Organization: Turlock Firefighters Association – Local 2434

13. REPORTS FROM CLOSED SESSION

14. ADJOURNMENT

Agenda Item 2A

Proclamation
Sergio Perez

Payment Register

From Payment Date: 7/8/2022 - To Payment Date: 7/14/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
134601	07/13/2022	Open			Utility Management Refund	BENAVIDEZ, JOSE DE JESUS	\$238.56		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		566748-002	MOVE-OUT CREDIT	07/12/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$238.56		
134602	07/13/2022	Open			Utility Management Refund	CENTRAL VALLEY PROPERTY MNGT	\$150.03		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		526126-002	MOVE-OUT CREDIT	07/12/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$150.03		
134603	07/13/2022	Open			Utility Management Refund	COOPER, MANDY	\$160.01		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		109002-003	MOVE-OUT CREDIT	07/12/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$160.01		
134604	07/13/2022	Open			Utility Management Refund	CORTEZ, ERIC	\$65.85		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		236888-002	MOVE-OUT CREDIT	07/12/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$25.00		
	119 - American Rescue Plan Act			119.11000 (Cash)			\$2.62		
	420 - WATER			420.11000 (Cash)			\$38.23		
134605	07/13/2022	Open			Utility Management Refund	DECOSTE, JAIMIE	\$213.66		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		242063-007	MOVE-OUT CREDIT	07/12/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$213.66		
134606	07/13/2022	Open			Utility Management Refund	FAIRBANKS RANCH I LLC	\$192.33		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		001294-001	MOVE-OUT CREDIT	07/12/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$192.33		
134607	07/13/2022	Open			Utility Management Refund	FRANCO, LAURA	\$53.13		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		812307-003	MOVE-OUT CREDIT	07/12/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	119 - American Rescue Plan Act			119.11000 (Cash)			\$3.55		
	420 - WATER			420.11000 (Cash)			\$49.58		

Payment Register

From Payment Date: 7/8/2022 - To Payment Date: 7/14/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134608	07/13/2022	Open			Utility Management Refund	FRANCO, RAY	\$268.87		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Single Family Res Metered		205931-005		MOVE-OUT CREDIT	07/12/2022	Refund		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	119 - American Rescue Plan Act				119.11000 (Cash)		\$2.24		
	420 - WATER				420.11000 (Cash)		\$266.63		
134609	07/13/2022	Open			Utility Management Refund	GREEN, JAMES	\$97.14		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Single Family Res Metered		465100-005		MOVE-OUT CREDIT	07/12/2022	Refund		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$97.14		
134610	07/13/2022	Open			Utility Management Refund	HORMOZ, JANET	\$214.50		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Single Family Res Metered		658251-004		MOVE-OUT CREDIT	07/12/2022	Refund		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$214.50		
134611	07/13/2022	Open			Utility Management Refund	JEFFREYS, SARABETH	\$66.68		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Single Family Res Metered		T00497-003		MOVE-OUT CREDIT	07/12/2022	Refund		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$25.00		
	420 - WATER				420.11000 (Cash)		\$41.68		
134612	07/13/2022	Open			Utility Management Refund	JOHNSON, GREGORY, L	\$202.99		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Single Family Res Metered		000437-003			07/05/2022	Refund		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$202.99		
134613	07/13/2022	Open			Utility Management Refund	KHAKH, SATWINDER	\$210.55		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Single Family Res Metered		196630-003		MOVE-OUT CREDIT	07/12/2022	Refund		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	119 - American Rescue Plan Act				119.11000 (Cash)		\$2.62		
	420 - WATER				420.11000 (Cash)		\$207.93		
134614	07/13/2022	Open			Utility Management Refund	LOK, RON	\$2,752.81		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Single Family Res Metered		717215-001		CUSTOMER REQUESTED REFUND.	07/12/2022	Refund		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$2,752.81		

Payment Register

From Payment Date: 7/8/2022 - To Payment Date: 7/14/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134615	07/13/2022	Open			Utility Management Refund	MADRUGA, FRANK	\$100.32		
		<u>Account Type</u>	<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
		Single Family Res Metered	811440-004	MOVE-OUT CREDIT	07/12/2022	Refund			
		<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>			
		420 - WATER		420.11000 (Cash)		\$100.32			
134616	07/13/2022	Open			Utility Management Refund	MANDAS, PATRICK	\$249.83		
		<u>Account Type</u>	<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
		Single Family Res Metered	104698-001	MOVE-OUT CREDIT	07/12/2022	Refund			
		<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>			
		420 - WATER		420.11000 (Cash)		\$249.83			
134617	07/13/2022	Open			Utility Management Refund	MC LELAND, CYNTHIA	\$54.86		
		<u>Account Type</u>	<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
		Single Family Res Metered	146935-001	MOVE-OUT CREDIT	07/12/2022	Refund			
		<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>			
		420 - WATER		420.11000 (Cash)		\$54.86			
134618	07/13/2022	Open			Utility Management Refund	MONJES, MELISSA	\$225.00		
		<u>Account Type</u>	<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
		Single Family Res Metered	001392-001	CUSTOMER WAS OVERCHARGED FOR DEPOSIT	07/11/2022	Refund			
		<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>			
		420 - WATER		420.11000 (Cash)		\$225.00			
134619	07/13/2022	Open			Utility Management Refund	NISAN, BELLOS	\$2,741.60		
		<u>Account Type</u>	<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
		Single Family Res Metered	715220-001		06/29/2022	Refund			
		<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>			
		420 - WATER		420.11000 (Cash)		\$2,741.60			
134620	07/13/2022	Open			Utility Management Refund	REYNA, CARLOS	\$84.13		
		<u>Account Type</u>	<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
		Single Family Res Metered	162493-004	MOVE-OUT CREDIT	07/12/2022	Refund			
		<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>			
		420 - WATER		420.11000 (Cash)		\$84.13			
134621	07/13/2022	Open			Utility Management Refund	RUDDARAJU, MURALI	\$314.09		
		<u>Account Type</u>	<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
		Single Family Res Metered	133582-004	MOVE-OUT CREDIT	07/12/2022	Refund			
		<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>			
		119 - American Rescue Plan Act		119.11000 (Cash)		\$6.17			
		420 - WATER		420.11000 (Cash)		\$307.92			

Payment Register

From Payment Date: 7/8/2022 - To Payment Date: 7/14/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134622	07/13/2022	Open			Utility Management Refund	SAAVEDRA, GALDINO	\$302.08		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Single Family Res Metered		854476-003		MOVE-OUT CREDIT	07/12/2022	Refund		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	119 - American Rescue Plan Act				119.11000 (Cash)		\$3.55		
	420 - WATER				420.11000 (Cash)		\$298.53		
134623	07/13/2022	Open			Utility Management Refund	STAGI, NICOLE	\$163.79		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Single Family Res Metered		35521-002		MOVE-OUT CREDIT	07/12/2022	Refund		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$163.79		
134624	07/14/2022	Open			Accounts Payable	ABS DIRECT INC	\$5,700.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	MP-20220711		07/11/2022		POSTAGE ADVANCE FOR JUL/AUG 2022		\$5,700.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$5,700.00		
134625	07/14/2022	Open			Accounts Payable	Aramark Uniform Services	\$2,742.11		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	6/30/22		06/30/2022		UNIFORM RENTAL & LAUNDRY SERVICES - JUNE 2022		\$2,742.11		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$877.95		
	205 - Sports Facilities				205.11000 (Cash)		\$82.68		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$147.48		
	246 - Landscape Assessment				246.11000 (Cash)		\$138.58		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,007.07		
	420 - WATER				420.11000 (Cash)		\$161.63		
	426 - Transit				426.11000 (Cash)		\$97.28		
	505 - Fleet				505.11000 (Cash)		\$229.44		
134626	07/14/2022	Open			Accounts Payable	AT&T/SBC	\$71.13		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	RELAY 7/1/22		07/01/2022		Acct# 248 134-2929 655 9/ California Relay Srvc TDD		\$4.62		
	FIRE 7/1/22		07/01/2022		Acct# 233 841-5391 333 1/ Fire Dept		\$66.51		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$71.13		
134627	07/14/2022	Open			Accounts Payable	BACKFLOW DISTRIBUTORS, INC	\$251.98		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	64189		06/24/2022		BACKFLOW PARTS		\$251.98		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$251.98		
134628	07/14/2022	Open			Accounts Payable	CALIFORNIA WATER EFFICIENCY	\$3,873.40		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	MD-2022-805		01/01/2022		CALWEP DUES		\$3,873.40		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$3,873.40		

Payment Register

From Payment Date: 7/8/2022 - To Payment Date: 7/14/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134629	07/14/2022	Open			Accounts Payable	CAROLLO ENGINEERS	\$261,337.22		
	Invoice		Date	Description		Amount			
	FB22996		04/30/2022	18-69 Surface Water Dist System Improv Phase 1-thru 4/30/22		\$43,126.39			
	FB23212		04/30/2022	18-69 Surface Water Dist System Improv Phase 1-thru 4/30/22		\$69,221.96			
	FB24238		05/31/2022	18-69 Surface Water Distribution System Improv Phase 1-May 2022		\$61,432.62			
	FB24239		05/31/2022	18-69 Surface Water Distribution System Improv Phase 1-May 2022		\$87,556.25			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$261,337.22			
134630	07/14/2022	Open			Accounts Payable	CDW LLC	\$4,090.65		
	Invoice		Date	Description		Amount			
	Z808730		06/20/2022	UPS Battery Backup for Transit Suite 1		\$4,090.65			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$4,090.65			
134631	07/14/2022	Open			Accounts Payable	CENTRAL SANITARY SUPPLY	\$2,581.91		
	Invoice		Date	Description		Amount			
	1250940		06/02/2022	JANITORIAL PAPER & CLEANING SUPPLIES		\$176.75			
	1252528		06/09/2022	JANITORIAL PAPER & CLEANING SUPPLIES		\$176.02			
	1253433		06/14/2022	JANITORIAL PAPER & CLEANING SUPPLIES		\$54.23			
	1253438		06/14/2022	JANITORIAL PAPER & CLEANING SUPPLIES		\$45.19			
	1254095		06/16/2022	JANITORIAL PAPER & CLEANING SUPPLIES		\$882.74			
	1254967		06/20/2022	JANITORIAL PAPER & CLEANING SUPPLIES		\$86.68			
	1254972		06/20/2022	JANITORIAL PAPER & CLEANING SUPPLIES		\$54.23			
	1255560		06/23/2022	JANITORIAL PAPER & CLEANING SUPPLIES		\$316.71			
	1257002		06/30/2022	JANITORIAL PAPER & CLEANING SUPPLIES		\$789.36			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,581.91			
134632	07/14/2022	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$13,428.94		
	Invoice		Date	Description		Amount			
	72280		04/13/2022	REPAIRS@PSF - NO AC REPLACE CONDENSOR FAN MOTOR		\$1,461.69			
	72267		04/07/2022	REPAIR@WQC OP BLDG - AC UNIT NOT TEMPING CORRECTLY		\$131.25			
	72291		06/24/2022	REPAIR@PSF - AIR HANDLER#3 - REPLACE SUPPLY MOTOR & EXHAUST FAN		\$11,836.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$13,297.69			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$131.25			
134633	07/14/2022	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$4,883.00		
	Invoice		Date	Description		Amount			
	MP-6-22		06/30/2022	MONTHLY PEST CONTROL SERVICES - JUN 2022		\$1,590.00			
	MW-6-22		06/30/2022	WEED CONTROL SERVICES - JUN 2022		\$3,293.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$350.00			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$303.00			

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	23906		04/30/2022		SR01, 19-40 On-Call Land Surv-PM 21-07 303 S		\$450.00		
					Soderquist Plan CK				
					Cash Account		Amount		
					215 - Streets - Grant Funded Projects		\$525.00		
					502 - Engineering		\$1,050.00		
134639	07/14/2022	Open			Accounts Payable	EQUIFAX		\$10.00	
					Invoice		Amount		
	6784677		06/30/2022		EQUIFAX-CREDIT CHECK SERVICES		\$10.00		
					Cash Account		Amount		
					255 - CDBG		\$10.00		
134640	07/14/2022	Open			Accounts Payable	FALANY FENCE COMPANY		\$1,831.00	
					Invoice		Amount		
	14613		06/27/2022		REPAIRS TO GATE NEAR POLICE RANGE AT WQC		\$1,831.00		
					Cash Account		Amount		
					410 - WATER QUALITY CONTROL (WQC)		\$1,831.00		
134641	07/14/2022	Open			Accounts Payable	FEDERAL EXPRESS		\$125.24	
					Invoice		Amount		
	7-813-51547		07/08/2022		SHIPPING CHARGES 7/8/22		\$125.24		
					Cash Account		Amount		
					110 - General Fund		\$125.24		
134642	07/14/2022	Open			Accounts Payable	FIRST CHOICE INDUSTRIAL SUPPLY INC, DBA NORCAL SUPPLY CO		\$543.13	
					Invoice		Amount		
	085473		05/27/2022		OFFICE & COVID SUPPLIES		\$543.13		
					Cash Account		Amount		
					410 - WATER QUALITY CONTROL (WQC)		\$543.13		
134643	07/14/2022	Open			Accounts Payable	GDR ENGINEERING INC		\$1,550.00	
					Invoice		Amount		
	27680		04/30/2022		SR01, 19-40 On Call Land Surveying Services-4/1/22- 4/30/22		\$1,550.00		
					Cash Account		Amount		
					502 - Engineering		\$1,550.00		
134644	07/14/2022	Open			Accounts Payable	GEOANALYTICAL LAB INC		\$1,217.96	
					Invoice		Amount		
	I2F2215		06/22/2022		DMC THM STUDY		\$353.96		
	I2F2109		06/21/2022		LEGIONELLA TESTING		\$864.00		
					Cash Account		Amount		
					410 - WATER QUALITY CONTROL (WQC)		\$353.96		
					420 - WATER		\$864.00		
134645	07/14/2022	Open			Accounts Payable	GILLIG LLC		\$272.12	
					Invoice		Amount		
	40932829		06/23/2022		TRA19-1064PP		\$272.12		
					Cash Account		Amount		
					426 - Transit		\$272.12		

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134646	07/14/2022	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$53,053.12		
			Invoice	Date	Description		Amount		
	54073			06/15/2022	CUST #24090 - Fuel Expense for 6/1/22-6/15/22		\$48,153.85		
	53936			06/03/2022	Fuel for Fire #3		\$1,788.32		
	54032			06/15/2022	Fuel for Fire #3		\$1,210.46		
	53954			06/08/2022	Fuel for Fire #3		\$1,900.49		
			Paying Fund		Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$28,579.54		
	205 - Sports Facilities				205.11000 (Cash)		\$466.83		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$3,572.94		
	246 - Landscape Assessment				246.11000 (Cash)		\$2,240.93		
	255 - CDBG				255.11000 (Cash)		\$318.51		
	405 - Building				405.11000 (Cash)		\$210.50		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$5,922.89		
	420 - WATER				420.11000 (Cash)		\$4,404.96		
	426 - Transit				426.11000 (Cash)		\$6,889.39		
	502 - Engineering				502.11000 (Cash)		\$446.63		
134647	07/14/2022	Open			Accounts Payable	Granberg & Associates	\$18,000.00		
			Invoice	Date	Description		Amount		
	50			06/30/2022	SRWA Contract General Manger for 2021-22 for June 2022		\$18,000.00		
			Paying Fund		Cash Account		Amount		
	950 - SRWA				950.11000 (Cash)		\$18,000.00		
134648	07/14/2022	Open			Accounts Payable	HAWORTH INC	\$1,458.96		
			Invoice	Date	Description		Amount		
	3001625917			06/24/2022	WQC OFFICE FURNITURE		\$1,458.96		
			Paying Fund		Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$729.48		
	420 - WATER				420.11000 (Cash)		\$729.48		
134649	07/14/2022	Open			Accounts Payable	HCI SYSTEMS INC	\$350.00		
			Invoice	Date	Description		Amount		
	I0016213			06/30/2022	CITY HALL SEMI-ANNUAL FIRE SUPPRESSION INSPECTION		\$350.00		
			Paying Fund		Cash Account		Amount		
	501 - Information Technology				501.11000 (Cash)		\$350.00		
134650	07/14/2022	Open			Accounts Payable	HILMAR READY MIX	\$157.23		
			Invoice	Date	Description		Amount		
	11582			06/21/2022	HYDRANT		\$67.69		
	11587			06/24/2022	WATER JOBS		\$89.54		
			Paying Fund		Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$157.23		
134651	07/14/2022	Open			Accounts Payable	HORIZON WATER & ENVIR LLC	\$17,823.18		
			Invoice	Date	Description		Amount		
	CINV-106777			04/30/2022	18-69 Surface Water Distribution System Improvements - Apr 2022		\$7,498.15		
	CINV-110052			05/31/2022	18-69 Surface Water Distribution System Improvements-MAY 2022		\$10,325.03		
			Paying Fund		Cash Account		Amount		

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	420 - WATER			420.11000 (Cash)			\$17,823.18		
134652	07/14/2022	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Randik Paper Co.	\$1,582.77		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	201319-01		06/01/2022	JANITORIAL PAPER & CLEANING SUPPLIES			\$55.56		
	201325-01		06/01/2022	JANITORIAL PAPER & CLEANING SUPPLIES			\$23.46		
	201586		06/01/2022	JANITORIAL PAPER & CLEANING SUPPLIES			\$219.92		
	201909		06/08/2022	JANITORIAL PAPER & CLEANING SUPPLIES			\$259.14		
	202443		06/22/2022	JANITORIAL PAPER & CLEANING SUPPLIES			\$329.21		
	201909-01		06/29/2022	JANITORIAL PAPER & CLEANING SUPPLIES			\$228.51		
	202657		06/29/2022	JANITORIAL PAPER & CLEANING SUPPLIES			\$466.97		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,582.77		
134653	07/14/2022	Open			Accounts Payable	ITRON INC	\$1,840.73		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	624692		06/28/2022	COLLECTOR UPGRADE			\$1,840.73		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$1,840.73		
134654	07/14/2022	Open			Accounts Payable	Jared Temujin Carrillo DBA JTConsulting	\$1,875.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	2022-05		06/30/2022	June 2022 Consulting Services			\$1,875.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$1,875.00		
134655	07/14/2022	Open			Accounts Payable	JOAQUIN ROSE, INC, B & B FLUID POWER	\$2,208.26		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	00276526		06/29/2022	ST06-7054			\$1,199.80		
	00276525		06/29/2022	VEHICLE 7054			\$1,008.46		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$2,208.26		
134656	07/14/2022	Open			Accounts Payable	KYOCERA DOCUMENT SOLUTIONS AMERICA INC	\$990.66		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	55P1288487		04/08/2022	Printer for Finance			\$990.66		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$990.66		
134657	07/14/2022	Open			Accounts Payable	LANGUAGE LINE SERVICES	\$10.75		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	10583650		06/30/2022	Acct #9020101104 - Translation services for Police Department			\$10.75		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$10.75		
134658	07/14/2022	Open			Accounts Payable	LEAGUE OF CA CITIES	\$500.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	8141		06/03/2022	FY 21/22 Membership Dues			\$500.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		

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					110 - General Fund	110.11000 (Cash)	\$500.00		
134659	07/14/2022	Open			Accounts Payable	Michael Baker International, Inc.	\$331,114.75		
					Invoice	Date	Description	Amount	
					1146240	04/29/2022	22-001 Projects for 2022 Construction for Roads Program-Apr 2022	\$331,114.75	
					Paying Fund	Cash Account	Amount		
					115 - Measure A - Roads	115.11000 (Cash)	\$331,114.75		
134660	07/14/2022	Open			Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	\$1,738.82		
					Invoice	Date	Description	Amount	
					AR373222	05/31/2022	MS ADMIN (SPLIT) 5/1/22 -5/31/22 (TASKALFA 305CI)	\$190.23	
					AR373378	06/03/2022	HR 5/7/22 - 6/6/22 (TASKALFA 5052CI)	\$563.00	
					AR373379	06/03/2022	PLANNING 5/8/22 - 6/7/22 (TASKALFA 5002I)	\$50.76	
					AR373380	06/03/2022	RECREATION 5/8/22 - 6/7/22 (TASKALFA 5002I)	\$35.49	
					AR374028	06/17/2022	FINANCE AP 05/21/22 - 06/20/22 (TASKALFA 3551CI)	\$265.54	
					AR374029	06/17/2022	HOUSING QTRLY OVERAGE 3/20/22 - 06/19/2022 (TASKALFA 3552CI)	\$240.32	
					AR374030	06/17/2022	ENGINEERING 05/21/22 - 06/20/22 (TASKALFA 3552CI)	\$196.99	
					AR374031	06/17/2022	PD RECORDS 05/22/22 - 06/21/22 (TASKALFA 6002I)	\$32.44	
					AR374032	06/17/2022	ADMIN SERVICES 05/21/22-06/20/22 (TASKALFA 6002I)	\$44.82	
					AR374033	06/17/2022	MS ADMIN (SPLIT 3) 03/21/22-06/20/22 (TASKALFA 3501I)	\$58.09	
					AR373134	06/30/2022	PD ADMIN 05/05/22 - 06/04/22 (TASKALFA 5002I)	\$61.14	
					Paying Fund	Cash Account	Amount		
					110 - General Fund	110.11000 (Cash)	\$920.81		
					255 - CDBG	255.11000 (Cash)	\$240.32		
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$200.03		
					420 - WATER	420.11000 (Cash)	\$180.67		
					502 - Engineering	502.11000 (Cash)	\$196.99		
134661	07/14/2022	Open			Accounts Payable	OLD REPUBLIC TITLE CO	\$10,400.00		
					Invoice	Date	Description	Amount	
					1827285	06/17/2022	CP22-001 Property Title Guarantee-1350 N Golden State Blvd	\$10,400.00	
					Paying Fund	Cash Account	Amount		
					115 - Measure A - Roads	115.11000 (Cash)	\$10,400.00		
134662	07/14/2022	Open			Accounts Payable	P G & E	\$75.34		
					Invoice	Date	Description	Amount	
					COLUMBIA 7/1/22	07/01/2022	6180280303-3 / 600 Columbia St	\$7.84	
					HIGH 7/1/22	07/01/2022	0221941093-9 / 595 High St	\$8.11	
					FIRE#3 7/6/22	07/06/2022	2087893140-9 / 501 E Monte Vista Ave	\$59.39	
					Paying Fund	Cash Account	Amount		
					110 - General Fund	110.11000 (Cash)	\$75.34		
134663	07/14/2022	Open			Accounts Payable	Pacific Infrastructure Corporation	\$759,382.40		
					Invoice	Date	Description	Amount	
					PP5/CP20032	05/31/2022	20-032 Chemical System Upgrades Project at RWQCF 4/1/22-5/31/22	\$759,382.40	

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	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$759,382.40		
134664	07/14/2022	Open			Accounts Payable	POLYDYNE INC	\$12,677.75		
	Invoice		Date	Description			Amount		
	1654109		06/30/2022	Cationic Emulsion Polymer			\$12,677.75		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$12,677.75		
134665	07/14/2022	Open			Accounts Payable	PROTECH SECURITY/ELEC INC	\$1,842.00		
	Invoice		Date	Description			Amount		
	18362		07/01/2022	ANNUAL MONITORING FIRE DEPARTMENT ST#1 2022			\$627.00		
	18363		07/01/2022	ANNUAL MONITORING - CNG BUS MAINT BUILDING 2022			\$627.00		
	18364		07/01/2022	CITY HALL - MONTHLY MONITORING - JULY 2022			\$98.00		
	18365		07/01/2022	PSF - MONTHLY MONITORING - JULY 2022			\$490.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,215.00		
	426 - Transit			426.11000 (Cash)			\$627.00		
134666	07/14/2022	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$214.50		
	Invoice		Date	Description			Amount		
	92793		05/31/2022	SR02, 18-59 Well 8 GAC System Rehab & Site Work- 5/31/22			\$214.50		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$214.50		
134667	07/14/2022	Open			Accounts Payable	SEEGERS PRINTING INC	\$108.63		
	Invoice		Date	Description			Amount		
	0139189-IN		06/25/2022	Acct #: 6685500 - Business Card Order for Vice-Mayor Franco			\$108.63		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$108.63		
134668	07/14/2022	Open			Accounts Payable	STANISLAUS COUNTY AUDITOR CONTR	\$42,848.07		
	Invoice		Date	Description			Amount		
	FY 22-23 Turlock		07/01/2022	Local Agency Formation Commissions (LAFCO) Annual Fees			\$42,848.07		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$42,848.07		
134669	07/14/2022	Open			Accounts Payable	SUPERCOM INC	\$1,074.40		
	Invoice		Date	Description			Amount		
	1899		06/08/2022	Safend Protector Windows 1 Yr Gold Maint Term: 5/24/22-5/24/23			\$1,074.40		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$720.80		
	255 - CDBG			255.11000 (Cash)			\$6.80		
	405 - Building			405.11000 (Cash)			\$68.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$115.60		
	426 - Transit			426.11000 (Cash)			\$27.20		

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	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$76.02		
134683	07/14/2022	Open			Accounts Payable	MONTEZ, ALEX	\$70.00		
	Invoice		Date		Description		Amount		
	MONTEZ		06/11/2022		REIMBURSTMENT FOR D3 CERTIFICATION EXAM		\$70.00		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$70.00		
134684	07/14/2022	Open			Accounts Payable	SILVA, NADINE	\$600.00		
	Invoice		Date		Description		Amount		
	FY22/23-PROF DEV		07/01/2022		FY 22/23 PROFESSIONAL DEVELOPMENT		\$600.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$600.00		
134685	07/14/2022	Open			Accounts Payable	UNITED PAVING	\$1,875.69		
	Invoice		Date		Description		Amount		
	METER#00450675		07/06/2022		HYDRANT USE PERMIT REFUND		\$1,875.69		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$2,471.00		
	420 - WATER				420.11000 (Cash)		(\$595.31)		
134686	07/14/2022	Open			Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	\$33,752.61		
	Invoice		Date		Description		Amount		
	D2002047-1		01/01/2022		1/1/2022 INTEREST ONLY PAYMENT ON SRWA PROJECT#5010043-001C		\$33,752.61		
	Paying Fund				Cash Account		Amount		
	950 - SRWA				950.11000 (Cash)		\$33,752.61		
134687	07/14/2022	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$1,201,946.10		
	Invoice		Date		Description		Amount		
	APR 2022 TRUE UP		07/14/2022		APRIL 2022 TRUE UP		\$302,007.16		
	MAY 2022 TRUE UP		07/14/2022		MAY 2022 TRUE UP		\$446,465.35		
	JUN 2022 TRUE UP		07/14/2022		JUNE 2022 TRUE UP		\$453,473.59		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,201,946.10		

Type Check Totals:
AP - Accounts Payable Totals

87 Transactions

\$4,107,256.33

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	87	\$4,107,256.33	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	87	\$4,107,256.33	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	87	\$4,107,256.33	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 7/8/2022 - To Payment Date: 7/14/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
					Total		87	\$4,107,256.33	\$0.00	
Grand Totals:										
					Checks		Status	Count	Transaction Amount	Reconciled Amount
							Open	87	\$4,107,256.33	\$0.00
							Reconciled	0	\$0.00	\$0.00
							Voided	0	\$0.00	\$0.00
							Stopped	0	\$0.00	\$0.00
							Total	87	\$4,107,256.33	\$0.00
					All		Status	Count	Transaction Amount	Reconciled Amount
							Open	87	\$4,107,256.33	\$0.00
							Reconciled	0	\$0.00	\$0.00
							Voided	0	\$0.00	\$0.00
							Stopped	0	\$0.00	\$0.00
							Total	87	\$4,107,256.33	\$0.00

Payment Register

From Payment Date: 7/15/2022 - To Payment Date: 7/21/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
134688	07/20/2022	Open			Utility Management Refund	AGHASSI, JOSEPH	\$1,630.42		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		168181-003	CUSTOMER REQUESTED REFUND.	07/13/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$1,630.42			
134689	07/21/2022	Open			Accounts Payable	AIR EXCHANGE, INC.	\$607.08		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	91607406		06/30/2022	BALANCER		\$607.08			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$607.08			
134690	07/21/2022	Open			Accounts Payable	AT&T MOBILITY	\$822.47		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	7897X06272022		06/19/2022	WIRELESS CHARGES FOR FIRE IPADS - JUN 2022		\$292.37			
	5470X06102022		06/02/2022	FIRE - MAY 03 - JUN 02, 2022		\$489.37			
	7796X07162022		07/08/2022	992507796 / PD-IT Line		\$40.73			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$822.47			
134691	07/21/2022	Open			Accounts Payable	AT&T/SBC	\$33.97		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	PD 7/7/22		07/07/2022	Acct# 234 371-3447 543 0/ Police Dept		\$33.97			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$33.97			
134692	07/21/2022	Open			Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	\$29,614.95		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	650802		04/30/2022	Legal Services April 2022		\$29,614.95			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$29,512.89			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$65.77			
	420 - WATER			420.11000 (Cash)		\$36.29			
134693	07/21/2022	Open			Accounts Payable	BARTKIEWICZ KRONICK & SHANAHAN	\$2,362.50		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	6/30/2022		06/30/2022	SRWA - Legal Services for 2021-22 for June 2022		\$2,362.50			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	950 - SRWA			950.11000 (Cash)		\$2,362.50			
134694	07/21/2022	Open			Accounts Payable	BARTON OVERHEAD DOOR INC	\$2,096.47		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	0287187-IN		03/16/2022	STATION #3 - REPAIR		\$454.00			
	0288688-IN		06/01/2022	BTN REMOTE		\$47.47			
	0287186-IN		03/16/2022	STATION #3 - REPAIR		\$1,350.00			
	0289079-IN		06/29/2022	STATION #1 - DOOR		\$245.00			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	110 - General Fund			110.11000 (Cash)		\$1,851.47			

Payment Register

From Payment Date: 7/15/2022 - To Payment Date: 7/21/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,725.00		
134702	07/21/2022	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$6,531.84		
	Invoice			Date	Description		Amount		
	65897			06/30/2022	Unarmed Security Services for Transit Center 6/13/22-6/19/22		\$3,265.92		
	65950			06/30/2022	Unarmed Security Services for Transit Center 6/20/22-6/26/22		\$3,265.92		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$6,531.84		
134703	07/21/2022	Open			Accounts Payable	CULLIGAN INC	\$74.50		
	Invoice			Date	Description		Amount		
	Transit 6/30/22			07/01/2022	Water Softener Exchange Service for Transit 7/1/22-7/31/22		\$74.50		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$74.50		
134704	07/21/2022	Open			Accounts Payable	DANIEL B COZAD DBA CENTRAL VALLEY SALINITY COALIAT	\$20,047.50		
	Invoice			Date	Description		Amount		
	22-2580			07/01/2022	P&O STUDY CONTRIBUTION		\$172.50		
	22-2978			07/01/2022	P&O STUDY CONTRIBUTION		\$172.50		
	22-3295			07/01/2022	P&O STUDY CONTRIBUTION		\$19,702.50		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$20,047.50		
134705	07/21/2022	Open			Accounts Payable	DEL PUERTO WATER DISTRICT	\$378,449.92		
	Invoice			Date	Description		Amount		
	913			06/22/2022	DS OVERPAYMENT - YR 1 & YR 2		\$378,449.92		
	Paying Fund			Cash Account			Amount		
	416 - Recycled Water Sales			416.11000 (Cash)			\$378,449.92		
134706	07/21/2022	Open			Accounts Payable	DIVISION OF THE STATE ARCHITECT	\$219.40		
	Invoice			Date	Description		Amount		
	4/1/22-6/30/22			07/15/2022	2nd Qtr 2021 Disability Access Fee		\$219.40		
	Paying Fund			Cash Account			Amount		
	301 - Capital Improvements			301.11000 (Cash)			\$219.40		
134707	07/21/2022	Open			Accounts Payable	FALANY FENCE COMPANY	\$308.00		
	Invoice			Date	Description		Amount		
	14620			06/29/2022	FALANY FENCE - A STREET PARKING LOT		\$308.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$308.00		
134708	07/21/2022	Open			Accounts Payable	GARY'S RENT A CAN INC	\$375.98		
	Invoice			Date	Description		Amount		
	A-107044			06/25/2022	GARY'S RENT-A-CAN		\$375.98		
	Paying Fund			Cash Account			Amount		
	205 - Sports Facilities			205.11000 (Cash)			\$375.98		

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From Payment Date: 7/15/2022 - To Payment Date: 7/21/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134709	07/21/2022	Open			Accounts Payable	GDR ENGINEERING INC	\$2,500.00		
	Invoice		Date	Description		Amount			
	27727		05/31/2022	SR07, 14-27 Intersection Imp. at Taylor & Walnut		\$2,500.00			
				5/1/22-5/31/22					
	Paying Fund			Cash Account		Amount			
	215 - Streets - Grant Funded Projects			215.11000 (Cash)		\$2,500.00			
134710	07/21/2022	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$6,827.22		
	Invoice		Date	Description		Amount			
	I2F2216		06/22/2022	DMC THM STUDY		\$2,774.00			
	I2F0802		06/08/2022	DRINKING WATER WELL ANALYSIS		\$1,770.05			
	I2F0803		06/08/2022	DRINKING WATER WELL ANALYSIS		\$1,425.69			
	I2F2815		06/28/2022	SLUDGE		\$141.69			
	I2F0702		06/07/2022	MONTHLY WASTEWATER SAMPLES		\$38.15			
	I2F0703		06/07/2022	WASTEWATER MONTHLY		\$677.64			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,631.48			
	420 - WATER			420.11000 (Cash)		\$3,195.74			
134711	07/21/2022	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$4,666.16		
	Invoice		Date	Description		Amount			
	54537		06/28/2022	Fuel for Fire #3		\$3,476.13			
	54484		06/23/2022	Fuel for Fire #3		\$1,190.03			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$4,666.16			
134712	07/21/2022	Open			Accounts Payable	GOMES PROPANE	\$263.90		
	Invoice		Date	Description		Amount			
	12179		06/03/2022	GOMES - PROPANE FOR STREETS		\$75.28			
	12182		06/10/2022	GOMES - PROPANE FOR STREETS		\$86.99			
	12199		06/29/2022	GOMES - PROPANE FOR STREETS		\$101.63			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$263.90			
134713	07/21/2022	Open			Accounts Payable	GREEN HORIZON INC	\$240.00		
	Invoice		Date	Description		Amount			
	34710		06/30/2022	LANDSCAPE MAINTENANCE-901 HIGH ST-JUNE		\$120.00			
				2022					
	34711		06/30/2022	LANDSCAPE MAINTENANCE-1205 LAMBERT-JUNE		\$120.00			
				2022					
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$120.00			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		\$120.00			
134714	07/21/2022	Open			Accounts Payable	HAWORTH INC	\$4,984.42		
	Invoice		Date	Description		Amount			
	3001629679		07/02/2022	WQC OFFICE FURNITURE		\$4,984.42			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,492.19			
	420 - WATER			420.11000 (Cash)		\$2,492.23			

Payment Register

From Payment Date: 7/15/2022 - To Payment Date: 7/21/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134715	07/21/2022	Open			Accounts Payable	HD SUPPLY FACILITIES MAINTENANCE LTD, DBA USABLUEBOOK	\$4,083.43		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	995209		05/31/2022		STABLCAL TURBIDITY STANDARDS		\$374.71		
	005699		06/08/2022		CREDIT MEMO - STABLCAL TURBIDITY STANDARDS		(\$374.71)		
	988177		05/23/2022		STABLCAL TURBIDITY STANDARDS		\$374.71		
	012144		06/14/2022		CREDIT MEMO - STABLCAL TURBIDITY STANDARDS		(\$374.71)		
	987791		05/23/2022		TU5 ONLINE CALIBRATION LID, TU5 STABLCAL VIALS W/O RFID		\$660.69		
	030227		06/30/2022		DIFFERENTIAL PH SENSOR		\$1,598.91		
	036230		07/07/2022		HACH NITRIVER 3 PP FOR 10 ML SAMPLE		\$127.47		
	031475		07/01/2022		YSI IDS OBOD OPTICAL BOD PROBE		\$1,058.18		
	037910		07/08/2022		POLAROGRAPHIC DO SENSOR FOR YSI PRO SERIES METERS		\$638.18		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,445.25		
	420 - WATER				420.11000 (Cash)		\$638.18		
134716	07/21/2022	Open			Accounts Payable	HERC RENTALS, INC.	\$9,649.42		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	32917932-002		07/07/2022		RENTAL CHARGES 7.1.22-7.7.22		\$2,488.17		
	32917932-001		06/30/2022		WHEEL LOADER RENTAL 6.1.22 - 6.30.22		\$7,161.25		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$9,649.42		
134717	07/21/2022	Open			Accounts Payable	HSD MASONRY CORPORATION	\$12,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	125		07/13/2022		HSD - CMU WALL REPAIR WEST CANAL RD		\$12,000.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	246 - Landscape Assessment				246.11000 (Cash)		\$12,000.00		
134718	07/21/2022	Open			Accounts Payable	Infrerra Construction Mgmt Group, Inc	\$32,970.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	22080		06/30/2022		SRWA - Construction Management 2021-22 for June 2022		\$32,970.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	950 - SRWA				950.11000 (Cash)		\$32,970.00		
134719	07/21/2022	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$659.59		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	36000225		06/30/2022		MARTIN MARIETTA - ASPHALT		\$90.19		
	36000336		06/30/2022		MARTIN MARIETTA - ASPHALT		\$92.54		
	36045364		07/06/2022		MARTIN MARIETTA - ASPHALT		\$91.76		
	36071972		07/08/2022		MARTIN MARIETTA - ASPHALT		\$94.11		
	36072088		07/08/2022		MARTIN MARIETTA - ASPHALT		\$94.90		
	36086541		07/11/2022		MARTIN MARIETTA - ASPHALT		\$105.12		
	36102569		07/12/2022		MARTIN MARIETTA - ASPHALT		\$90.97		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$659.59		

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From Payment Date: 7/15/2022 - To Payment Date: 7/21/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134720	07/21/2022	Open			Accounts Payable	MUNISERVICES LLC	\$24,166.78		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			INV06-014472	03/31/2022	STARS Services for 1st Quarter 2022 Jan-Mar 2022		\$625.00		
			INV06-014422	12/31/2021	SUTA Services for 4th Qtr ending 12-31-2021		\$731.44		
			INV06-014423	12/31/2021	SUTA Services for 4th Qtr ending 12-31-2021 (District Tax)		\$22,810.34		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			110 - General Fund		110.11000 (Cash)		\$1,356.44		
			118 - Measure A		118.11000 (Cash)		\$22,810.34		
134721	07/21/2022	Open			Accounts Payable	NAPA AUTO PARTS	\$49.95		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			785925	06/22/2022	PART # 51393		\$49.95		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			110 - General Fund		110.11000 (Cash)		\$49.95		
134722	07/21/2022	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$802.49		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			8577-381486	06/22/2022	REF#639385		\$52.22		
			8577-380699	06/10/2022	CREDIT FOR INV #380662		(\$3.13)		
			8577-381515	06/23/2022	REF 639427		\$14.07		
			8577-381743	06/27/2022	REF 639837		\$8.45		
			8577-381920	06/29/2022	REF 640097		\$44.05		
			8577-381832	06/28/2022	REF 639963		\$52.62		
			8577-381816	06/28/2022	NOTE 1050PPP		\$2.94		
			8577-381633	06/24/2022	REF 639636		\$54.49		
			8577-381518	06/23/2022	REF 639422		\$75.17		
			8577-381835	06/28/2022	NOTE 1050PPP		\$19.05		
			8577-380920	06/14/2022	REF 638386		\$118.94		
			8577-381641	06/24/2022	NOTE 1289		\$11.75		
			8577-381480	06/22/2022	FR17-292		\$323.97		
			8577-381599	06/24/2022	NOTE 7034		\$27.90		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			110 - General Fund		110.11000 (Cash)		\$540.12		
			217 - Streets - Gas Tax		217.11000 (Cash)		\$71.95		
			410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$171.56		
			426 - Transit		426.11000 (Cash)		\$18.86		
134723	07/21/2022	Open			Accounts Payable	NORTH STAR ENGINEERING GROUP INC	\$8,197.86		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			20298	06/30/2022	SR05, 20-031 Hedstrom Road Rehab. - Services through 6/30/22		\$8,197.86		
			<u>Paying Fund</u>		<u>Cash Account</u>		<u>Amount</u>		
			215 - Streets - Grant Funded Projects		215.11000 (Cash)		\$8,197.86		
134724	07/21/2022	Open			Accounts Payable	OREILLY AUTO PARTS	\$1,025.16		
			<u>Date</u>		<u>Description</u>		<u>Amount</u>		
			2800-222843	06/24/2022	ST03-7034		\$209.75		
			2800-224004	06/28/2022	TRA15-1050PPP		\$15.77		
			2800-224027	06/28/2022	TRA15-1050PPP		\$2.87		
			2800-223812	06/27/2022	AD06-0419		\$121.17		
			2800-222303	06/22/2022	COOLANT HOSE		\$56.31		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	2800-223687		06/27/2022		TRA15-1052PPP		\$113.32		
	2800-223690		06/27/2022		CREDIT FOR INV 2800-223687		(\$31.85)		
	2800-223727		06/27/2022		WT02-569		\$138.09		
	2800-223695		06/27/2022		TRA15-1052PPP		\$320.44		
	2800-223666		06/27/2022		TRA15-1052PPP		\$19.55		
	2800-223688		06/27/2022		TRA15-1052PPP		\$59.74		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$56.31		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$209.75		
	246 - Landscape Assessment				246.11000 (Cash)		\$121.17		
	420 - WATER				420.11000 (Cash)		\$138.09		
	426 - Transit				426.11000 (Cash)		\$499.84		
134725	07/21/2022	Open			Accounts Payable	P G & E	\$24,728.92		
	Invoice		Date	Description		Amount			
	CITY HALL 7/8/22		07/08/2022	3254375586-5 / 156 S Broadway		\$168.19			
	FIRE#1 7/8/22		07/08/2022	3159594551-5 / 540 Marshall St		\$144.47			
	SENIOR 7/8/22		07/08/2022	2890831960-2 / 1191 Cahill St		\$74.88			
	FIRE#2 7/10/22		07/10/2022	6182877164-4 / 791 S Walnut Rd		\$34.46			
	AC 7/10/22		07/10/2022	6266210492-6 / 801 S Walnut Rd		\$16.15			
	WLNT #E 7/10/22		07/10/2022	6141210500-1 / 701 S Walnut Rd E		\$8.11			
	WQC7/10/22		07/10/2022	6349543820-0 / 901 S Walnut Rd		\$119.39			
	WQC 7/10/22		07/10/2022	6307877156-3 / 901 S Walnut Rd		\$8,174.98			
	701 WLNT 7/13/22		07/13/2022	6224543828-8 / 701 S Walnut Rd		\$56.98			
	CNG 7/13/22		07/13/2022	8466606707-3 / 901 S Walnut Rd CNG		\$6,413.05			
	WLNT #A 7/13/22		07/13/2022	3794250242-0 / 701 S Walnut Rd Ste A / CNG Slow Fill Station		\$4,993.69			
	PSF 7/13/22		07/13/2022	8391988340-1 / 244 N Broadway-PSF		\$4,452.05			
	TRANSIT2 7/13/22		07/13/2022	9448303839-7 / 1418 N Golden State Blvd Ste 2		\$16.67			
	TRANSIT1 7/13/22		07/13/2022	0913752739-7 / 1418 N Golden State Blvd Ste 1		\$19.96			
	FIRE#4 7/14/22		07/14/2022	7556584382-0 / 2820 N Walnut-Fire #4		\$35.89			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$4,926.09			
	217 - Streets - Gas Tax				217.11000 (Cash)	\$8.11			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$8,294.37			
	426 - Transit				426.11000 (Cash)	\$5,030.32			
	505 - Fleet				505.11000 (Cash)	\$6,470.03			
134726	07/21/2022	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$6,866.28		
	Invoice		Date	Description		Amount			
	057768863		06/30/2022	Pipe and Pipe Fittings		\$5,104.25			
	057569764-5		06/21/2022	Pipe and Pipe Fittings		\$1,762.03			
	Paying Fund				Cash Account	Amount			
	420 - WATER				420.11000 (Cash)	\$6,866.28			
134727	07/21/2022	Open			Accounts Payable	Performance on Purpose	\$16,350.00		
	Invoice		Date	Description		Amount			
	1056		06/30/2022	Performance On Purpose 4 of 23 payments Coaching Services		\$16,350.00			
	Paying Fund				Cash Account	Amount			
	118 - Measure A				118.11000 (Cash)	\$16,350.00			

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134728	07/21/2022	Open			Accounts Payable	PODS ENTERPRISES, LLC	\$912.40		
			Invoice	Date	Description		Amount		
			PODS000303999	03/14/2022	PODS FOR ASSESSMENTS 3/14/22-4/13/22		\$228.10		
			PODS000581672	04/14/2022	PODS FOR ASSESSMENTS 4/14/22-5/13/22		\$228.10		
			PODS000862053	05/14/2022	PODS FOR ASSESSMENTS 5/14/22-6/13/22		\$228.10		
			PODS001186364	06/14/2022	PODS FOR ASSESSMENTS 6/14/22-7/13/22		\$228.10		
			Paying Fund		Cash Account		Amount		
			246 - Landscape Assessment		246.11000 (Cash)		\$912.40		
134729	07/21/2022	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$6,705.77		
			Invoice	Date	Description		Amount		
			93098	05/31/2022	SR03, 22-017 Wayside Dr Sewer Replacement 5/1/22 - 5/31/22		\$6,705.77		
			Paying Fund		Cash Account		Amount		
			410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$6,705.77		
134730	07/21/2022	Open			Accounts Payable	PUMP PROS INC	\$48.72		
			Invoice	Date	Description		Amount		
			399	06/28/2022	WATER WELL #22		\$48.72		
			Paying Fund		Cash Account		Amount		
			420 - WATER		420.11000 (Cash)		\$48.72		
134731	07/21/2022	Open			Accounts Payable	RAMONT'S TOW SERVICE	\$2,200.00		
			Invoice	Date	Description		Amount		
			240213	05/30/2022	ENGINE # 32 - 2 AXLE TOW		\$2,200.00		
			Paying Fund		Cash Account		Amount		
			110 - General Fund		110.11000 (Cash)		\$2,200.00		
134732	07/21/2022	Open			Accounts Payable	REED INC, GEORGE	\$517.32		
			Invoice	Date	Description		Amount		
			100272287	06/23/2022	REED - ASPHALT FOR STREETS		\$97.01		
			100272395	06/24/2022	REED - ASPHALT FOR STREETS		\$104.30		
			100272510	06/27/2022	REED - ASPHALT FOR STREETS		\$114.35		
			100272886	06/30/2022	REED - ASPHALT FOR STREETS		\$98.82		
			100273005	07/01/2022	REED - ASPHALT FOR STREETS		\$102.84		
			Paying Fund		Cash Account		Amount		
			219 - SB1 Road Maint & Rehab Account		219.11000 (Cash)		\$493.07		
			410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$24.25		
134733	07/21/2022	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$899.01		
			Invoice	Date	Description		Amount		
			3028270404	06/28/2022	VEHICLE 1050		\$83.53		
			3028272242	06/24/2022	Credit for inv #3027997030		(\$459.56)		
			3027220046	04/02/2022	Credit for inv #3026934823		(\$543.13)		
			3027151707	03/31/2022	Auto Parts		\$715.49		
			3027216353	04/02/2022	Credit for inv #3027151707		(\$715.49)		
			3027225225	04/02/2022	Credit for inv #3026824516		(\$101.84)		
			3027214048	04/02/2022	Credit for inv #3026640303		(\$177.24)		
			3027220050	04/02/2022	Credit for inv #3027082808		(\$179.23)		
			3028077269	06/10/2022	VEHICLE 1047PPP		\$12.75		
			3028111953	06/14/2022	REF 35294636		\$54.17		

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	3028124226		06/14/2022	REF 35291289			\$172.39		
	3028214903		06/22/2022	REF 35402831			\$172.39		
	3028190654		06/20/2022	VEHICLE 1049PP			\$350.12		
	3028073744		06/09/2022	VEHICLE 624			\$1,222.89		
	3028174816		06/17/2022	REF 35338027			\$172.39		
	3028101205		06/14/2022	OP18-624			\$119.38		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$292.26		
	205 - Sports Facilities			205.11000 (Cash)			(\$179.23)		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$339.58		
	426 - Transit			426.11000 (Cash)			\$446.40		
134734	07/21/2022	Voided	DEPT REQUESTED	07/21/2022	Accounts Payable	SAFE-T-LITE CO INC			\$1,585.81
	Invoice		Date	Description			Amount		
	383681		06/21/2022	DEPARTMENT SUPPLIES			\$1,585.81		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,585.81		
134735	07/21/2022	Open			Accounts Payable	SEEGERS PRINTING INC			\$482.30
	Invoice		Date	Description			Amount		
	0139188-IN		06/25/2022	BUSINESS CARDS - DOYLE PERRY & KEVIN VAN PATTEN			\$168.37		
	0139095-IN		06/16/2022	SEEGERS - ENVELOPES			\$313.93		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$313.93		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$168.37		
134736	07/21/2022	Open			Accounts Payable	SNAP ON INDUSTRIAL			\$1,099.98
	Invoice		Date	Description			Amount		
	ARV / 53178208		06/03/2022	TRANSIT TOOLS			\$1,099.98		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$1,099.98		
134737	07/21/2022	Open			Accounts Payable	SPS VAR, LLC			\$768.00
	Invoice		Date	Description			Amount		
	TURL061622		06/16/2022	IBM HARDWARE MAINTENANCE 7/23/22-7/22/23			\$768.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$768.00		
134738	07/21/2022	Open			Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC			\$489.19
	Invoice		Date	Description			Amount		
	S174578		05/27/2022	MDC PARTS			\$489.19		
	Paying Fund			Cash Account			Amount		
	242 - Computer Replacement			242.11000 (Cash)			\$489.19		
134739	07/21/2022	Open			Accounts Payable	STORER TRANSIT SYSTEMS			\$164,160.63
	Invoice		Date	Description			Amount		
	9054T		03/31/2022	Management and Operation of Turlock Transit Services March 2022			\$164,160.63		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$164,160.63		

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134740	07/21/2022	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
	Invoice		Date	Description			Amount		
	07152022BECCHETT		07/15/2022	7-15-22 PAYROLL WITHHOLDING			\$439.13		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$439.13		
134741	07/21/2022	Open			Accounts Payable	T I D	\$375,451.41		
	Invoice		Date	Description			Amount		
	083201 - JUL 22		07/09/2022	ACC#0832010000 - JUL 2022			\$10,026.02		
	183201 - JUL 22		07/09/2022	ACC#1832010000 - JUL 2022			\$7,513.03		
	283201 - JUL 22		07/09/2022	ACC#2832010000 - JUL 2022			\$5,925.15		
	383201 - JUL 22		07/09/2022	ACC#3832010000 - JUL 2022			\$4,310.55		
	483201 - JUL 22		07/09/2022	ACC#4832010000 - JUL 2022			\$193,164.12		
	683201 - JUL 22		07/09/2022	ACC#6832010000 - JUL 2022			\$4,999.56		
	773201 - JUL 22		07/18/2022	ACC#7732010000 - JUL 2022			\$11,697.04		
	873201 - JUL 22		07/09/2022	ACC#8732010000 - JUL 2022			\$9,958.26		
	973201 - JUL 22		07/09/2022	ACC#9732010000 - JUL 2022			\$127,857.68		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$31,020.05		
	205 - Sports Facilities			205.11000 (Cash)			\$4,813.56		
	216 - Streets - Local Transportation			216.11000 (Cash)			\$26,838.46		
	246 - Landscape Assessment			246.11000 (Cash)			\$13,362.81		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$169,927.61		
	416 - Recycled Water Sales			416.11000 (Cash)			\$65.28		
	420 - WATER			420.11000 (Cash)			\$125,807.12		
	426 - Transit			426.11000 (Cash)			\$847.63		
	505 - Fleet			505.11000 (Cash)			\$2,768.89		
134742	07/21/2022	Open			Accounts Payable	TBA AUTO PARTS	\$3,120.51		
	Invoice		Date	Description			Amount		
	5-069968		06/27/2022	AC19-1334			\$156.29		
	5-069967		06/27/2022	GTA 82-2120			\$9.32		
	5-069976		06/27/2022	WT02-569			\$156.29		
	5-069819		06/15/2022	PK03-4341			\$156.29		
	5-069813		06/15/2022	POL16-1310			\$239.83		
	5-069813-1		06/15/2022	POL16-1310			\$222.82		
	5-069846		06/16/2022	POL18-1332			\$156.29		
	5-069839		06/16/2022	AD17-4508			\$156.29		
	5-069920		06/22/2022	POL15-1141			\$239.83		
	5-069921		06/22/2022	POL16-1304			\$156.29		
	5-069728		06/09/2022	ST16-7155			\$156.29		
	5-069895		06/21/2022	ST91-711			\$3.31		
	5-069776		06/13/2022	auto parts			\$30.57		
	5-069788		06/14/2022	auto parts			\$14.39		
	5-069789		06/14/2022	auto parts			\$156.29		
	5-069775		06/13/2022	auto parts			\$5.58		
	5-069797		06/14/2022	POL19-1341			\$219.49		
	5-069600		06/01/2022	POL18-1329			\$572.47		
	5-070034		06/29/2022	POL15-1136			\$156.29		
	5-070023		06/29/2022	POL18-1325			\$156.29		
	Paying Fund			Cash Account			Amount		

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134747	07/21/2022	Open			Accounts Payable	TURLOCK UNIFIED SCHOOL DISTICT	\$770.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	220223		02/25/2022		TUSD POOL USE JUNE		\$770.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$770.00		
134748	07/21/2022	Open			Accounts Payable	UNITED RENTAL INC	\$324.83		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	207912939-001		06/28/2022		BLADES		\$324.83		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$324.83		
134749	07/21/2022	Open			Accounts Payable	UNITED SAMARITANS FDT INC	\$8,160.48		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	Draw 4 FY2021-22		06/30/2022		UNITED SAMARITANS FOUNDATION PUBLIC SERVICE-FOODBOX FY 21-2022		\$2,373.00		
	Draw4 FY21-22		06/30/2022		UNITED SAMARITANS FOUNDATION PUBLIC SERVICE-SENIOR FY 21-2022		\$5,787.48		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	255 - CDBG				255.11000 (Cash)		\$8,160.48		
134750	07/21/2022	Open			Accounts Payable	VERIZON WIRELESS	\$289.08		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	9908024096		06/03/2022		FIRE - MAY 04 - JUN 03, 2022		\$258.58		
	9908024094		06/03/2022		972530635-00001 - HUMAN RESOURCES (05/04 - 06/03)		\$30.50		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$106.52		
	240 - Small Equipment Replacement				240.11000 (Cash)		\$182.56		
134751	07/21/2022	Open			Accounts Payable	Viking Shred, LLC	\$156.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	51118385		07/06/2022		CITY WIDE SHREDDING - JUL 2022		\$156.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$134.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$22.00		
134752	07/21/2022	Open			Accounts Payable	WARDEN'S OFFICE INC	\$26.23		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2080981-0		07/11/2022		name plate		\$26.23		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$13.11		
	420 - WATER				420.11000 (Cash)		\$13.12		
134753	07/21/2022	Open			Accounts Payable	WEST COAST ARBORISTS INC	\$3,240.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	187598		06/07/2022		WEST COAST ARBORISTS - TREE TRIMMING		\$3,240.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	246 - Landscape Assessment				246.11000 (Cash)		\$3,240.00		
134754	07/21/2022	Open			Accounts Payable	Western Water Constructors, Inc.	\$166,973.33		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	PP22/CP20009		06/25/2022		20-009 Well 38 Arsenic Mitigation & ICF Treatment5/26/22-6/25/22		\$166,973.33		

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	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$166,973.33		
134755	07/21/2022	Open			Accounts Payable	Alvarado, Mariah	\$320.00		
	Invoice		Date	Description			Amount		
	TR 4697 Per Diem		07/15/2022	POST Communications Training Officer - Sacramento - 7/25 to 7/29			\$320.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$320.00		
134756	07/21/2022	Open			Accounts Payable	BAGRI, TIRATH	\$248.00		
	Invoice		Date	Description			Amount		
	11717339		06/27/2022	KIDS LOVE SOCCER REFUND			\$248.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$248.00		
134757	07/21/2022	Open			Accounts Payable	BREUSS, SARA	\$280.00		
	Invoice		Date	Description			Amount		
	122080		04/05/2022	EXAM REIMBURSEMENT FOR SARA MARIE BREUSS			\$280.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$280.00		
134758	07/21/2022	Open			Accounts Payable	Fortado, Richard	\$640.00		
	Invoice		Date	Description			Amount		
	TR 4667 Per Diem		07/15/2022	Advanced Traffic Collision Inv. - San Diego - 7/25 to 8/5			\$640.00		
	Paying Fund			Cash Account			Amount		
	206 - Traffic Safety			206.11000 (Cash)			\$640.00		
134759	07/21/2022	Open			Accounts Payable	HOWE, NICHOLAS	\$400.00		
	Invoice		Date	Description			Amount		
	220443		07/19/2022	REIMBURSEMENT HOWE FIRE OFFICER 2A 7/14/2022			\$400.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$400.00		
134760	07/21/2022	Open			Accounts Payable	MACKEY, KATIE	\$40.00		
	Invoice		Date	Description			Amount		
	11733786		06/29/2022	REFUND FOR PLAY 2019-2020			\$40.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$40.00		
134761	07/21/2022	Open			Accounts Payable	MH CONCRETE	\$962.50		
	Invoice		Date	Description			Amount		
	EP 22-082E		07/17/2022	IMPROVEMENT SECURITY 22-082E 3025 COLORADO AVE			\$962.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$962.50		
134762	07/21/2022	Open			Accounts Payable	MH CONCRETE	\$753.50		
	Invoice		Date	Description			Amount		
	EP22-084E		07/17/2022	IMPROVEMENT SECURITY 22-084 E FOR 3025 COLORADO AVE			\$753.50		
	Paying Fund			Cash Account			Amount		

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					Checks				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	79	\$1,438,347.88	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$1,585.81	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	80	\$1,439,933.69	\$0.00	
					All				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	79	\$1,438,347.88	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$1,585.81	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	80	\$1,439,933.69	\$0.00	
Grand Totals:									
					Checks				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	79	\$1,438,347.88	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$1,585.81	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	80	\$1,439,933.69	\$0.00	
					All				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	79	\$1,438,347.88	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$1,585.81	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	80	\$1,439,933.69	\$0.00	

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
134768	07/27/2022	Open			Utility Management Refund	AYALA PEREZ, SOLEDAD	\$297.65		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		338117-002	MOVE-OUT CREDIT	07/27/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$297.65		
134769	07/27/2022	Open			Utility Management Refund	BOLLEA, PARKER	\$131.53		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		425893-002	MOVE-OUT CREDIT	07/18/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$131.53		
134770	07/27/2022	Open			Utility Management Refund	DEOL, HARMINDER	\$374.70		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		218308-005	MOVE-OUT CREDIT	07/27/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$374.70		
134771	07/27/2022	Open			Utility Management Refund	ELIOUN, MIKHAEILIAN	\$422.89		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		211370-003	MOVE-OUT CREDIT	07/27/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$422.89		
134772	07/27/2022	Open			Utility Management Refund	ENGILIAN, GILBERT	\$244.65		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		605603-005	MOVE-OUT CREDIT	07/27/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$244.65		
134773	07/27/2022	Open			Utility Management Refund	ESCOBAR, TONY	\$505.15		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		725307-005	MOVE-OUT CREDIT	07/27/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$505.15		
134774	07/27/2022	Open			Utility Management Refund	FIEDOR , RAMONA	\$429.14		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		413275-004	MOVE-OUT CREDIT	07/27/2022	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$429.14		
134775	07/27/2022	Open			Utility Management Refund	FRAHM, WENDELL	\$277.70		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		760153-003	MOVE-OUT CREDIT	07/27/2022	Refund			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134776	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$277.70		
	07/27/2022	Open			Utility Management Refund	HENDRICKSON, IVAN, DOUGLAS	\$11.04		
Account Type			Account Number	Description	Transaction Date	Transaction Type			
Multiple Res Metered			72486-005	MOVE-OUT CREDIT	07/26/2022	Refund			
134777	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$11.04		
	07/27/2022	Open			Utility Management Refund	JENSEN, GERRY	\$51.97		
Account Type			Account Number	Description	Transaction Date	Transaction Type			
Single Family Res Metered			231991-011	MOVE-OUT CREDIT	07/26/2022	Refund			
134778	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$51.97		
	07/27/2022	Open			Utility Management Refund	JOHAL, SUKHWINDER SINGH	\$341.28		
Account Type			Account Number	Description	Transaction Date	Transaction Type			
Single Family Res Metered			570915-004	MOVE-OUT CREDIT	07/27/2022	Refund			
134779	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$341.28		
	07/27/2022	Open			Utility Management Refund	LABUGA, LISITTE	\$61.35		
Account Type			Account Number	Description	Transaction Date	Transaction Type			
Single Family Res Metered			630918-005	MOVE-OUT CREDIT	07/26/2022	Refund			
134780	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$61.35		
	07/27/2022	Open			Utility Management Refund	MACHADO, DARLA	\$166.44		
Account Type			Account Number	Description	Transaction Date	Transaction Type			
Single Family Res Flat			406260-003	MOVE-OUT CREDIT	07/27/2022	Refund			
134781	Paying Fund			Cash Account			Amount		
	119 - American Rescue Plan Act			119.11000 (Cash)			\$3.55		
	420 - WATER			420.11000 (Cash)			\$162.89		
07/27/2022	Open			Utility Management Refund	MACHADO, KAYLA	\$305.24			
Account Type			Account Number	Description	Transaction Date	Transaction Type			
Single Family Res Metered			527211-002	MOVE-OUT CREDIT	07/27/2022	Refund			
134782	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$305.24		
	07/27/2022	Open			Utility Management Refund	NAVAS, GISELLE	\$394.81		
Account Type			Account Number	Description	Transaction Date	Transaction Type			
Single Family Res Metered			000917-003	MOVE-OUT CREDIT	07/26/2022	Refund			
Paying Fund			Cash Account			Amount			
420 - WATER			420.11000 (Cash)			\$394.81			

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134783	07/27/2022	Open			Utility Management Refund	ORLANDO , ROBERT	\$235.98		
<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>		<u>Transaction Date</u>	<u>Transaction Type</u>		
Single Family Res Metered		766062-005		MOVE-OUT CREDIT		07/27/2022	Refund		
<u>Paying Fund</u>				<u>Cash Account</u>			<u>Amount</u>		
420 - WATER				420.11000 (Cash)			\$235.98		
134784	07/27/2022	Open			Utility Management Refund	PICCHI, STEPHEN	\$262.71		
<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>		<u>Transaction Date</u>	<u>Transaction Type</u>		
Single Family Res Metered		814091-005		MOVE-OUT CREDIT		07/27/2022	Refund		
<u>Paying Fund</u>				<u>Cash Account</u>			<u>Amount</u>		
110 - General Fund				110.11000 (Cash)			\$5.43		
119 - American Rescue Plan Act				119.11000 (Cash)			\$3.01		
420 - WATER				420.11000 (Cash)			\$254.27		
134785	07/27/2022	Open			Utility Management Refund	ROSSETE, ARIEL	\$253.53		
<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>		<u>Transaction Date</u>	<u>Transaction Type</u>		
Single Family Res Metered		210420-006		MOVE-OUT CREDIT		07/27/2022	Refund		
<u>Paying Fund</u>				<u>Cash Account</u>			<u>Amount</u>		
420 - WATER				420.11000 (Cash)			\$253.53		
134786	07/27/2022	Open			Utility Management Refund	SALCEDO, DEVIANNA	\$249.52		
<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>		<u>Transaction Date</u>	<u>Transaction Type</u>		
Single Family Res Metered		477842-015		MOVE-OUT CREDIT		07/27/2022	Refund		
<u>Paying Fund</u>				<u>Cash Account</u>			<u>Amount</u>		
420 - WATER				420.11000 (Cash)			\$249.52		
134787	07/27/2022	Open			Utility Management Refund	SEGARS, PHYLLIS	\$144.71		
<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>		<u>Transaction Date</u>	<u>Transaction Type</u>		
Single Family Res Metered		16578-002		MOVE-OUT CREDIT		07/26/2022	Refund		
<u>Paying Fund</u>				<u>Cash Account</u>			<u>Amount</u>		
420 - WATER				420.11000 (Cash)			\$144.71		
134788	07/27/2022	Open			Utility Management Refund	SOLANO ROSALES, SHARON	\$199.86		
<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>		<u>Transaction Date</u>	<u>Transaction Type</u>		
Single Family Res Metered		645524-005		MOVE-OUT CREDIT		07/27/2022	Refund		
<u>Paying Fund</u>				<u>Cash Account</u>			<u>Amount</u>		
420 - WATER				420.11000 (Cash)			\$199.86		
134789	07/27/2022	Open			Utility Management Refund	THORN, TED, D	\$338.24		
<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>		<u>Transaction Date</u>	<u>Transaction Type</u>		
Single Family Res Metered		728039-003		MOVE-OUT CREDIT		07/27/2022	Refund		
<u>Paying Fund</u>				<u>Cash Account</u>			<u>Amount</u>		
420 - WATER				420.11000 (Cash)			\$338.24		
134790	07/27/2022	Open			Utility Management Refund	VALENCIA BARAJAS, VENTURA	\$254.96		
<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>		<u>Transaction Date</u>	<u>Transaction Type</u>		
Single Family Res Metered		745855-004		MOVE-OUT CREDIT		07/27/2022	Refund		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account		Amount			
	119 - American Rescue Plan Act			119.11000 (Cash)		\$3.37			
	420 - WATER			420.11000 (Cash)		\$251.59			
134791	07/27/2022	Open			Utility Management Refund	VELAZQUEZ, JUAN	\$287.98		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		766062-006	MOVE-OUT CREDIT	07/27/2022	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$287.98			
134792	07/27/2022	Open			Utility Management Refund	VIERRA, BOB	\$367.60		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		585726-001	MOVE-OUT CREDIT	07/27/2022	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$367.60			
134793	07/28/2022	Open			Accounts Payable	ARROW CONSTRUCTION INC	\$30,267.80		
	Invoice		Date	Description	Amount				
	PP1/CP20-011		06/30/2022	PP2/CP20-011 - City Trench Repair-2020 - 5/1/22 - 6/30/22	\$30,267.80				
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$15,133.90			
	420 - WATER			420.11000 (Cash)		\$15,133.90			
134794	07/28/2022	Open			Accounts Payable	AT&T / CALNET 3	\$5,219.93		
	Invoice		Date	Description	Amount				
	000018486881		07/12/2022	BAN #9391034847 /City-wide system 2096682612957 (6/13/22-7/12/22)	\$734.92				
	000018487023		07/12/2022	BAN #9391034901 (T1 LINE - 4-way split)	\$167.08				
	00001486877		07/12/2022	BAN #9391034842 / PSF Phones 2096323265 (6/13/22-7/12/22)	\$535.36				
	MULTI 7/28/22		07/12/2022	Multiple COT accounts paid on 7/28/22 (JUN - JUL 2022)	\$3,782.57				
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$4,340.69			
	205 - Sports Facilities			205.11000 (Cash)		\$39.99			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$4.71			
	246 - Landscape Assessment			246.11000 (Cash)		\$4.71			
	255 - CDBG			255.11000 (Cash)		\$22.51			
	405 - Building			405.11000 (Cash)		\$77.54			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$213.98			
	420 - WATER			420.11000 (Cash)		\$104.86			
	426 - Transit			426.11000 (Cash)		\$178.34			
	501 - Information Technology			501.11000 (Cash)		\$137.79			
	502 - Engineering			502.11000 (Cash)		\$52.78			
	505 - Fleet			505.11000 (Cash)		\$42.03			
134795	07/28/2022	Open			Accounts Payable	AT&T California, AT&T Wholesale, AT&T DataComm	\$197.95		
	Invoice		Date	Description	Amount				
	7/18/2022		07/18/2022	Monthly Internet Service -7/19/22-8/18/22	\$197.95				
	Paying Fund			Cash Account		Amount			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					501 - Information Technology	501.11000 (Cash)	\$197.95		
134796	07/28/2022	Open			Accounts Payable	CALIFORNIA POLICE CHIEFS ASSOCIATION INC	\$1,852.00		
					Invoice	Date	Description	Amount	
					22454	07/21/2022	JULY 2022- JUNE 2023 AGENCY RENEWAL	\$1,852.00	
					Paying Fund		Cash Account	Amount	
					110 - General Fund		110.11000 (Cash)	\$1,852.00	
134797	07/28/2022	Open			Accounts Payable	Center for Human Services	\$1,010.22		
					Invoice	Date	Description	Amount	
					Draw 3 FY 21-22	06/30/2022	CENTER FOR HUMAN SERV. PUBLIC SERV. FY 2021-2022	\$1,010.22	
					Paying Fund		Cash Account	Amount	
					255 - CDBG		255.11000 (Cash)	\$1,010.22	
134798	07/28/2022	Open			Accounts Payable	CENTRAL VALLEY BUSINESS FORMS	\$145.31		
					Invoice	Date	Description	Amount	
					240990	06/30/2022	CCR REPORT	\$145.31	
					Paying Fund		Cash Account	Amount	
					420 - WATER		420.11000 (Cash)	\$145.31	
134799	07/28/2022	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$1,528.09		
					Invoice	Date	Description	Amount	
					0703380071622	07/16/2022	8203 13 001 0703380 / IT Internet 1411 Shady LN	\$70.00	
					0461088071822	07/18/2022	8203 13 001 0461088 / City Hall	\$399.00	
					0780628060122	06/01/2022	8203 13 001 0780628 / 244 N Broadway (PSF TV & Internet)	\$637.26	
					0780628070122	07/01/2022	8203 13 001 0780628 / 244 N Broadway (PSF TV & Internet)	\$421.83	
					Paying Fund		Cash Account	Amount	
					110 - General Fund		110.11000 (Cash)	\$1,059.09	
134800	07/28/2022	Open			Accounts Payable	CITY OF PATTERSON	\$2,500.00		
					Invoice	Date	Description	Amount	
					Admin1 FY21-22	06/27/2022	CITY OF PATTERSON HOME CONSORTIUM FY 2021-2022	\$2,500.00	
					Paying Fund		Cash Account	Amount	
					256 - Stanislaus Housing Consortium		256.11000 (Cash)	\$2,500.00	
134801	07/28/2022	Open			Accounts Payable	CITY SIGNS INC	\$158.28		
					Invoice	Date	Description	Amount	
					25816	07/18/2022	Deposit for Vinyl Decals for Turlock Transit Vehicles	\$158.28	
					Paying Fund		Cash Account	Amount	
					426 - Transit		426.11000 (Cash)	\$158.28	
134802	07/28/2022	Open			Accounts Payable	CLEAR, INC.	\$100.00		
					Invoice	Date	Description	Amount	
					HOPSON 2022	06/30/2022	HOPSON-NEW MEMBER	\$50.00	
					SHIELDS 2022	06/30/2022	SHIELDS, NEW MEMBER	\$50.00	
					Paying Fund		Cash Account	Amount	
					110 - General Fund		110.11000 (Cash)	\$100.00	

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134803	07/28/2022	Open			Accounts Payable	COUNTRYSIDE TIRE & BRAKE	\$202.40		
	Invoice		Date	Description			Amount		
	04-222826		06/01/2022	VEHICLE #511 (1330)			\$202.40		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$202.40		
134804	07/28/2022	Open			Accounts Payable	CRESCENT SURPLUS INC	\$160.64		
	Invoice		Date	Description			Amount		
	066035		06/22/2022	ANTHIENY-SHIRT, BADGE & LETTERING			\$79.78		
	066121		07/21/2022	AMARANTA JIMENEZ - NEGOTIATOR POLO			\$80.86		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$160.64		
134805	07/28/2022	Open			Accounts Payable	CURTIS & SONS INC, L N	\$953.11		
	Invoice		Date	Description			Amount		
	INV602811		06/07/2022	6325 SPONGE EXACT 40MM ROUND			\$953.11		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$953.11		
134806	07/28/2022	Open			Accounts Payable	CYCLE SPECIALTIES INC	\$775.01		
	Invoice		Date	Description			Amount		
	52205		11/26/2021	LOWBEAM H-7 BLUB			\$46.86		
	345285		06/08/2022	NEOTEC II WHITE XLG			\$728.15		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$46.86		
	206 - Traffic Safety			206.11000 (Cash)			\$728.15		
134807	07/28/2022	Open			Accounts Payable	DELTA WIRELESS & NETWORK	\$19,207.64		
	Invoice		Date	Description			Amount		
	202001138-1		06/21/2022	JUNE 2022 Maintenance Agreement			\$18,589.00		
	191000727-1		06/22/2022	CHARGE GUARD INSTALL			\$306.14		
	202001126-1		05/31/2022	Flash Bluetooth into radio			\$312.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,083.39		
	116 - Special Public Safety			116.11000 (Cash)			\$15,327.86		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$696.94		
	420 - WATER			420.11000 (Cash)			\$696.95		
	426 - Transit			426.11000 (Cash)			\$937.75		
	505 - Fleet			505.11000 (Cash)			\$464.75		
134808	07/28/2022	Open			Accounts Payable	Ecolane USA, INC	\$54,941.25		
	Invoice		Date	Description			Amount		
	CINV-019264		06/30/2022	Second half of Demand Response Transportation			\$54,941.25		
	Paying Fund			Mngmt Software			Amount		
	426 - Transit			426.11000 (Cash)			\$54,941.25		
134809	07/28/2022	Open			Accounts Payable	EQUIFAX	\$33.81		
	Invoice		Date	Description			Amount		
	2052397435		05/13/2022	PD BACKGROUNDS			\$4.83		
	2052424895		06/03/2022	PD BACKGROUND			\$4.83		
	2052569213		06/23/2022	PD BACKGROUND			\$24.15		
	Paying Fund			Cash Account			Amount		

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	502 - Engineering			502.11000 (Cash)			\$230.19		
134815	07/28/2022	Open			Accounts Payable	Harbor Signs	\$298.63		
	Invoice		Date	Description			Amount		
	427388		06/13/2022	PSF FRONT DOOR			\$298.63		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$298.63		
134816	07/28/2022	Open			Accounts Payable	HD SUPPLY FACILITIES MAINTENANCE LTD, DBA USABLUBOOK	\$2,327.36		
	Invoice		Date	Description			Amount		
	040652		07/12/2022	M-ENDO BROTH IN PLASTIC AMPULES			\$659.91		
	042559		07/13/2022	HACH NITROGEN-AMMONIA TEST N TUBE			\$1,667.45		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,667.45		
	420 - WATER			420.11000 (Cash)			\$659.91		
134817	07/28/2022	Open			Accounts Payable	JCS PROPERTIES LLC	\$1,471.66		
	Invoice		Date	Description			Amount		
	August 2022		07/26/2022	MOBILE HOME RENT SUBSIDY PROGRAM - AUGUST 2022			\$1,471.66		
	Paying Fund			Cash Account			Amount		
	625 - Successor Agency - LMI			625.11000 (Cash)			\$1,471.66		
134818	07/28/2022	Open			Accounts Payable	JORGENSEN & CO INC	\$495.11		
	Invoice		Date	Description			Amount		
	6012644		06/30/2022	ANNUAL FIRE EXTINGUISHER MAINTENANCE - FLEET MAINT (13)QTY			\$495.11		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$495.11		
134819	07/28/2022	Open			Accounts Payable	MAGIC SANDS MOBILE HOME PARK	\$499.28		
	Invoice		Date	Description			Amount		
	August 2022		07/26/2022	MOBILE HOME RENT SUBSIDY PROGRAM - AUGUST 2022			\$499.28		
	Paying Fund			Cash Account			Amount		
	625 - Successor Agency - LMI			625.11000 (Cash)			\$499.28		
134820	07/28/2022	Open			Accounts Payable	MAZE & ASSOCIATES	\$3,065.00		
	Invoice		Date	Description			Amount		
	45883		05/31/2022	May 2022 Audit Services for FYE 6/30/21 - GASB 75 & TDA			\$3,065.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$263.25		
	255 - CDBG			255.11000 (Cash)			\$175.50		
	405 - Building			405.11000 (Cash)			\$58.50		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$292.50		
	420 - WATER			420.11000 (Cash)			\$292.50		
	426 - Transit			426.11000 (Cash)			\$1,895.00		
	502 - Engineering			502.11000 (Cash)			\$58.50		
	621 - Successor Agency - Non LMI			621.11000 (Cash)			\$29.25		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134821	07/28/2022	Open			Accounts Payable	MOTOROLA INC	\$4,800.00		
	Invoice		Date	Description		Amount			
	8230371262		07/21/2022	COMMAND CENTRAL 7/10/22-7/9/23		\$4,800.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$4,800.00			
134822	07/28/2022	Open			Accounts Payable	Mountain Cascade, Inc.	\$1,998,633.75		
	Invoice		Date	Description		Amount			
	PP8/CP18-69		06/30/2022	18-69 Surface Water Dist. System Imp. 6/1/22 - 6/30/22		\$1,998,633.75			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$1,998,633.75			
134823	07/28/2022	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$522.02		
	Invoice		Date	Description		Amount			
	02G0033242363		07/08/2022	UTILITIES 6/7/22-7/6/22		\$161.84			
	02G0033242389		07/08/2022	WASTE MGMT WATER TREATMENT 6/7/22-7/6/22		\$175.84			
	02G0033309543		07/08/2022	FACILITY MAINTENANCE 6/7/22-7/6/22		\$13.04			
	02F0033242397		07/05/2022	ELECTRICAL MAINTENANCE 6/1/22-6/30/22		\$104.14			
	02G0033258518		07/08/2022	WATER RESOURCE BUILDING 6/7/22-7/6/22		\$34.12			
	02G0033242330		07/08/2022	FLEET MAINTENANCE 6/7/22-7/6/22		\$33.04			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$6.52			
	246 - Landscape Assessment			246.11000 (Cash)		\$6.52			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$237.97			
	420 - WATER			420.11000 (Cash)		\$237.97			
	505 - Fleet			505.11000 (Cash)		\$33.04			
134824	07/28/2022	Open			Accounts Payable	NORTH AMERICAN YOUTH ACTIVITIES LLC, KIDZ LOVE SOCCER	\$3,222.69		
	Invoice		Date	Description		Amount			
	2022APR-10938-00		05/21/2022	Spring Soccer Session 2022		\$3,222.69			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,222.69			
134825	07/28/2022	Open			Accounts Payable	O'DELL ENGINEERING, INC	\$8,840.50		
	Invoice		Date	Description		Amount			
	3751207		06/30/2022	19-51 Design Services for Columbia Pool Imp from 6/6/22 - 7/3/22		\$3,218.75			
	4086002		06/30/2022	SR04, Berkeley Ave Bicycle/Pedestrian Imp Grant Sup. 6/6-7/3/22		\$5,621.75			
	Paying Fund			Cash Account		Amount			
	215 - Streets - Grant Funded Projects			215.11000 (Cash)		\$5,621.75			
	301 - Capital Improvements			301.11000 (Cash)		\$3,218.75			
134826	07/28/2022	Open			Accounts Payable	Pacific Infrastructure Corporation	\$553,698.87		
	Invoice		Date	Description		Amount			
	PP6/CP20-032		06/30/2022	20-032 Chem. Sys. Upgrades Proj. at RWQCF - 6/1/22 -6/30/22		\$553,698.87			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$553,698.87			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134827	07/28/2022	Open			Accounts Payable	PALITTO CONSULTING SERVICES, INC	\$8,634.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	53210		03/01/2022		ANNUAL CUSTOM SOFTWARE SUPPORT - I.V.R 4/1/22-3/31/23		\$8,634.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$4,317.00		
	420 - WATER				420.11000 (Cash)		\$4,317.00		
134828	07/28/2022	Open			Accounts Payable	Performance on Purpose	\$16,350.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1060		07/27/2022		Performance On Purpose 5 of 23 payments Coaching Services		\$16,350.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	118 - Measure A				118.11000 (Cash)		\$16,350.00		
134829	07/28/2022	Open			Accounts Payable	PRECISION CONCRETE CUTTING	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	52757A		06/30/2022		SIDEWALK REPAIR		\$1,000.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	301 - Capital Improvements				301.11000 (Cash)		\$1,000.00		
134830	07/28/2022	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$100,189.88		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	93375		06/30/2022		PCE Monitoring 2020-2022 Prop 1 planning & design - June 2022		\$100,189.88		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$100,189.88		
134831	07/28/2022	Open			Accounts Payable	ROBERTSON - BRYAN INC	\$11,729.39		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	15060.4.2		06/30/2022		NPDES ON CALL ASSISTANCE - TASK 4 THROUGH 6/15/22		\$720.75		
	15060.3		06/30/2022		NPDES ON CALL ASSISTANCE - TASK 3 THROUGH 6/15/22		\$200.25		
	15060.1		06/30/2022		NPDES ON CALL ASSISTANCE - TASK 1 THROUGH 6/15/22		\$10,808.39		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$11,729.39		
134832	07/28/2022	Open			Accounts Payable	SEEGERS PRINTING INC	\$2,298.51		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0139264-IN		06/25/2022		TCP BILL INSERT		\$974.37		
	0139403-IN		07/13/2022		WATER SHUTOFF DOORHANGER		\$213.99		
	139421R-IN		07/11/2022		Passenger Guides on Turlock Transit Services		\$1,110.15		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$1,188.36		
	426 - Transit				426.11000 (Cash)		\$1,110.15		
134833	07/28/2022	Open			Accounts Payable	STATE OF CALIFORNIA	\$1,876.98		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	588166		06/10/2022		QUARTERLY CLETS BILLING APR-JUN 2022		\$1,876.98		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	110 - General Fund			110.11000 (Cash)			\$1,876.98		
134834	07/28/2022	Open			Accounts Payable	STORER TRANSIT SYSTEMS	\$474,672.33		
	Invoice		Date	Description		Amount			
	9079T		04/30/2022	Management and Operation of Turlock Transit Services April 2022		\$158,909.06			
	9105T		05/31/2022	Management and Operation of Turlock Transit Services May 2022		\$156,066.37			
	9122T		06/30/2022	Management and Operation of Turlock Transit Services June 2022		\$159,696.90			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$474,672.33			
134835	07/28/2022	Open			Accounts Payable	THORSEN'S-NORQUIST, INC.	\$1,645.00		
	Invoice		Date	Description		Amount			
	1124567		07/21/2022	DRINKING FOUNTAIN		\$1,645.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,645.00			
134836	07/28/2022	Open			Accounts Payable	TRAINING INNOVATIONS INC	\$800.00		
	Invoice		Date	Description		Amount			
	22-126		07/21/2022	JULY 2022-JUNE 2023		\$800.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$800.00			
134837	07/28/2022	Open			Accounts Payable	TRANSIT CAPITAL SUPPORT	\$12,760.00		
	Invoice		Date	Description		Amount			
	22016		06/30/2022	Transit Technical Assistance & Support Services 5/1/22-6/30/22		\$12,760.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$12,760.00			
134838	07/28/2022	Open			Accounts Payable	TURF STAR	\$1,146.89		
	Invoice		Date	Description		Amount			
	7232256-00		06/16/2022	VEHICLE 4420		\$1,146.89			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,146.89			
134839	07/28/2022	Open			Accounts Payable	TURLOCK JOURNAL	\$1,245.00		
	Invoice		Date	Description		Amount			
	314585		06/26/2022	2020 WATER QUALITY REPORT		\$250.00			
	316049		07/10/2022	MAGAZINE/CATALOG FAIR GUIDE		\$995.00			
	Paying Fund			Cash Account		Amount			
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)		\$500.00			
	420 - WATER			420.11000 (Cash)		\$745.00			
134840	07/28/2022	Open			Accounts Payable	TURLOCK SCAVENGER/SWEEPING	\$54,440.00		
	Invoice		Date	Description		Amount			
	05-2022		05/31/2022	Street Sweeping - May 2022		\$27,271.00			
	06-2022		06/30/2022	Street Sweeping - June 2022		\$27,169.00			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$21,776.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$32,664.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134841	07/28/2022	Open			Accounts Payable	TURLOCK TRANSFER INC	\$1,664.05		
	Invoice		Date	Description		Amount			
	28737		05/31/2022	UHC REFUSE DISPOSAL MAY 22		\$702.20			
	28800		06/30/2022	UHC REFUSE DISPOSAL JUNE 22		\$961.85			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,664.05			
134842	07/28/2022	Open			Accounts Payable	UNITED SAMARITANS FDT INC	\$4,831.26		
	Invoice		Date	Description		Amount			
	Draw 2 FY21-22		06/30/2022	UNITED SAMARITANS FOUND. PUBLIC SERVICE- EYE CARE FY 2021-22		\$4,831.26			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$4,831.26			
134843	07/28/2022	Open			Accounts Payable	VERIZON WIRELESS	\$2,416.87		
	Invoice		Date	Description		Amount			
	9910330887		07/03/2022	972530635-00001 - HUMAN RESOURCES (06/4 - 07/03)		\$30.58			
	9910330892		07/03/2022	972530635-00025 HOUSING (06/04 - 07/03)		\$62.34			
	9910330897		07/03/2022	972530635-00031 - IT (06/04 - 07/03)		\$123.52			
	9910330891		07/03/2022	972530635-00024 BUILDING & PLANNING (06/04 - 07/03)		\$281.30			
	9910330893		07/03/2022	972530635-00026-CM/CITY CLERK/COUNCIL/FIN. DIR/EXE (06/04-07/03)		\$369.11			
	9910330890		07/03/2022	972530635-00023 ENGINEERING (6/4 - 7/3)		\$672.36			
	9910330896		07/03/2022	972530635-00030 WQC (06/04 - 07/03)		\$520.66			
	9910330898		07/03/2022	972530635-00032 ELECTRICAL (06/04 - 07/03)		\$357.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$479.10			
	255 - CDBG			255.11000 (Cash)		\$62.34			
	405 - Building			405.11000 (Cash)		\$201.89			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$877.66			
	426 - Transit			426.11000 (Cash)		\$129.98			
	501 - Information Technology			501.11000 (Cash)		\$123.52			
	502 - Engineering			502.11000 (Cash)		\$542.38			
134844	07/28/2022	Open			Accounts Payable	VWR INTERNATIONAL INC	\$31.21		
	Invoice		Date	Description		Amount			
	8810081423		07/08/2022	RACK WIRELESS MICROTUBE		\$13.22			
	8810094642		07/08/2022	MEASURING JUG		\$17.99			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$17.99			
	420 - WATER			420.11000 (Cash)		\$13.22			
134845	07/28/2022	Open			Accounts Payable	WALKER ASSOC INC, LARRY	\$124.50		
	Invoice		Date	Description		Amount			
	00339.10-4		06/14/2022	NPDES PERMIT COMPLIANCE SERVICES THROUGH 5/31/22		\$124.50			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$124.50			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
134846	07/28/2022	Open			Accounts Payable	WARDEN'S OFFICE INC	\$52.47		
	Invoice		Date	Description		Amount			
	2081374-0		07/18/2022	NAME PLATES - R. OROZCO / J. ATWATER		\$52.47			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$52.47			
134847	07/28/2022	Open			Accounts Payable	WEST YOST ASSOCIATES	\$95,790.05		
	Invoice		Date	Description		Amount			
	2050085		06/30/2022	SRWA - Program Mgmt Services for 2021-22 for June 2022		\$95,790.05			
	Paying Fund			Cash Account		Amount			
	950 - SRWA			950.11000 (Cash)		\$95,790.05			
134848	07/28/2022	Open			Accounts Payable	WESTERN VIEW MOBILE RANCH	\$1,105.29		
	Invoice		Date	Description		Amount			
	August 2022		07/26/2022	MOBILE HOME RENT SUBSIDY PROGRAM - AUGUST 2022		\$1,105.29			
	Paying Fund			Cash Account		Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		\$1,105.29			
134849	07/28/2022	Open			Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE	\$54.00		
	Invoice		Date	Description		Amount			
	844975		07/21/2022	D: 2 Pieces of Equipment		(\$54.00)			
	846749		06/07/2022	Add: ST22-7213 2022 Mack Water Truck VIN 71134		\$108.00			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$108.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		(\$54.00)			
134850	07/28/2022	Open			Accounts Payable	Grace, Erika	\$222.00		
	Invoice		Date	Description		Amount			
	TR 4692 Per Diem		06/27/2022	Rape Aggression Defense Instructor - Bakersfield - 8/8 to 8/10		\$222.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$222.00			
134851	07/28/2022	Open			Accounts Payable	MARTINEZ, FRANCISCO	\$350.00		
	Invoice		Date	Description		Amount			
	169278		06/22/2022	Wildland Boot Reimbursement		\$350.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$350.00			
134852	07/28/2022	Open			Accounts Payable	Rendon Jr., Jose and/or, Cuevas, Brenda	\$41.14		
	Invoice		Date	Description		Amount			
	240 Earlham		07/13/2022	Reimbursement for overpayment of payoff of loan.		\$41.14			
	Paying Fund			Cash Account		Amount			
	257 - State HOME Funds			257.11000 (Cash)		\$41.14			
134853	07/28/2022	Open			Accounts Payable	STATE WATER RESOURCES CONTROL BOARD-ARREARAGE PROG	\$3,178.09		
	Invoice		Date	Description		Amount			
	2023-0000080		07/27/2022	SWRCB WATER SYSTEM COVID-19 ARREARAGE RELIEF REIMB TO STATE		\$3,178.09			

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From Payment Date: 7/22/2022 - To Payment Date: 7/28/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$3,178.09		

Type Check Totals:
AP - Accounts Payable Totals

86 Transactions

\$3,558,294.22

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	\$3,558,294.22	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	86	\$3,558,294.22	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	\$3,558,294.22	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	86	\$3,558,294.22	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	\$3,558,294.22	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	86	\$3,558,294.22	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	\$3,558,294.22	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	86	\$3,558,294.22	\$0.00

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From Payment Date: 2/1/2022 - To Payment Date: 2/28/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
4333	02/08/2022	Open			Accounts Payable	CH2M Hill Engineers, Inc	\$7,777,587.68		
	Invoice		Date	Description		Amount			
	017 R1		02/08/2022	SRWA - Design Build Contract 2021-22 for December 2021		\$7,777,587.68			
	Paying Fund			Cash Account		Amount			
	950 - SRWA			950.11000 (Cash)		\$7,777,587.68			
4394	02/09/2022	Open			Accounts Payable	Arcadian Bank	\$49,000.00		
	Invoice		Date	Description		Amount			
	WIRE-ADAM		02/09/2022	WIRE FOR REHAB LOAN FOR JOHN & KARLIN OSHAM ADAM - 2701 DOW ST.		\$49,000.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$49,000.00			
4395	02/24/2022	Open			Accounts Payable	VISION SERVICE PLAN CA	\$757.14		
	Invoice		Date	Description		Amount			
	814248998		02/24/2022	CLAIMS JANUARY 2022 - RETIREE		\$757.14			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$757.14			
4396	02/24/2022	Open			Accounts Payable	VISION SERVICE PLAN CA	\$1,292.63		
	Invoice		Date	Description		Amount			
	814249003		02/24/2022	CLAIMS JANUARY 2022 - TAPO		\$1,292.63			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$1,292.63			
4397	02/24/2022	Open			Accounts Payable	VISION SERVICE PLAN CA	\$333.60		
	Invoice		Date	Description		Amount			
	814249007		02/24/2022	CLAIMS JANUARY 2022 - FIRE		\$333.60			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$333.60			
4398	02/24/2022	Open			Accounts Payable	VISION SERVICE PLAN CA	\$359.13		
	Invoice		Date	Description		Amount			
	814249011		02/24/2022	CLAIMS JANUARY 2022 - CONFIDENTIAL		\$359.13			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$359.13			
4399	02/24/2022	Open			Accounts Payable	VISION SERVICE PLAN CA	\$2,332.35		
	Invoice		Date	Description		Amount			
	814249015		02/24/2022	CLAIMS JANUARY 2022 - TCEA		\$2,332.35			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$2,332.35			
4400	02/24/2022	Open			Accounts Payable	VISION SERVICE PLAN CA	\$146.17		
	Invoice		Date	Description		Amount			
	814249019		02/24/2022	CLAIMS JANUARY 2022 - MANAGEMENT		\$146.17			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$146.17			
4524	02/24/2022	Open			Accounts Payable	US BANK-VISA	\$107,172.65		
	Invoice		Date	Description		Amount			
	2/22/2022X9452		02/24/2022	Procurement-Card Charges - 2/22/22 Statement		\$107,172.65			

Payment Register

From Payment Date: 2/1/2022 - To Payment Date: 2/28/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$107,172.65		
4528	02/02/2022	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$2,710.09		
	Invoice			Date	Description		Amount		
				02/02/2022	DELTA DENTAL CLAIMS FOR 1/21/22-1/27/22		\$2,710.09		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$2,710.09		
4529	02/02/2022	Open			Accounts Payable	UMR	\$25,756.70		
	Invoice			Date	Description		Amount		
				02/02/2022	UMR CLAIMS FOR 1/25/22-1/31/22		\$25,756.70		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$25,756.70		
4530	02/04/2022	Open			Accounts Payable	T C E A	\$2,733.75		
	Invoice			Date	Description		Amount		
				02/04/2022	1/31/22PR-TCEA DUES		\$2,733.75		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$2,733.75		
4531	02/04/2022	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$6,474.31		
	Invoice			Date	Description		Amount		
				02/04/2022	1/31/22PR-GOLDEN 1 CU		\$6,474.31		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$6,474.31		
4532	02/04/2022	Open			Accounts Payable	T A P O	\$5,025.97		
	Invoice			Date	Description		Amount		
				02/04/2022	1/31/22PR-TAPO DUES		\$5,025.97		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$5,025.97		
4533	02/04/2022	Open			Accounts Payable	T C E A	\$67.50		
	Invoice			Date	Description		Amount		
				02/04/2022	1/31/22PR-TCEA BENEVOLENCE DUES		\$67.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$67.50		
4534	02/04/2022	Open			Accounts Payable	TMAPS	\$175.00		
	Invoice			Date	Description		Amount		
				02/04/2022	1/31/22PR-TMAPS DUES		\$175.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$175.00		
4535	02/04/2022	Open			Accounts Payable	CA SDU	\$2,120.00		
	Invoice			Date	Description		Amount		
				02/04/2022	1/31/22PR-CHILD SUPPORT PAYMENT		\$2,120.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$2,120.00		
4536	02/04/2022	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$217,774.07		
	Invoice			Date	Description		Amount		
				02/04/2022	1/31/22PR-FEDERAL TAXES		\$217,774.07		
	Paying Fund			Cash Account			Amount		

Payment Register

From Payment Date: 2/1/2022 - To Payment Date: 2/28/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					104 - Payroll Clearing Fund	104.11000 (Cash)	\$217,774.07		
4537	02/07/2022	Open			Accounts Payable	ICMA-RC	\$89,873.43		
					Invoice	Date	Description	Amount	
	1/31/22PR		02/07/2022		1/31/22PR-ICMA		\$89,873.43		
	Paying Fund				Cash Account		Amount		
					104 - Payroll Clearing Fund	104.11000 (Cash)	\$89,873.43		
4538	02/07/2022	Open			Accounts Payable	T A P O	\$14,250.79		
					Invoice	Date	Description	Amount	
	1/31/22PR-RHS		02/07/2022		1/31/22PR-TAPO RHS DUES		\$14,250.79		
	Paying Fund				Cash Account		Amount		
					104 - Payroll Clearing Fund	104.11000 (Cash)	\$14,250.79		
4539	02/07/2022	Open			Accounts Payable	TFRA	\$8,450.92		
					Invoice	Date	Description	Amount	
	1/31/22PR-RHS		02/07/2022		1/31/22PR-TFRA RHS DUES		\$8,450.92		
	Paying Fund				Cash Account		Amount		
					104 - Payroll Clearing Fund	104.11000 (Cash)	\$8,450.92		
4540	02/07/2022	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$70,054.68		
					Invoice	Date	Description	Amount	
	1/31/22PR		02/07/2022		1/31/22-STATE TAXES		\$70,054.68		
	Paying Fund				Cash Account		Amount		
					104 - Payroll Clearing Fund	104.11000 (Cash)	\$70,054.68		
4541	02/09/2022	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,985.26		
					Invoice	Date	Description	Amount	
	BE004829967		02/09/2022		DELTA DENTAL CLAIMS FOR 1/28/22-2/3/22		\$5,985.26		
	Paying Fund				Cash Account		Amount		
					511 - Health Care	511.11000 (Cash)	\$5,985.26		
4542	02/09/2022	Open			Accounts Payable	ICMA-RC	\$5,679.03		
					Invoice	Date	Description	Amount	
	1/31/22PR-PINEDO		02/09/2022		1/31/22PR-ICMA SICK CONVERSION-PINEDO, A		\$5,679.03		
	Paying Fund				Cash Account		Amount		
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$2,839.52		
					420 - WATER	420.11000 (Cash)	\$2,839.51		
4543	02/09/2022	Open			Accounts Payable	ICMA-RC	(\$84.00)		
					Invoice	Date	Description	Amount	
	1/31/22PR-UNDERP		02/09/2022		1/15/22PR-ICMA UNDERPAYMENT		(\$84.00)		
	Paying Fund				Cash Account		Amount		
					104 - Payroll Clearing Fund	104.11000 (Cash)	(\$84.00)		
4544	02/09/2022	Open			Accounts Payable	UMR	\$229,897.46		
					Invoice	Date	Description	Amount	
	2/1/22-2/7/22		02/09/2022		UMR CLAIMS FOR 2/1/22-2/7/22		\$229,897.46		
	Paying Fund				Cash Account		Amount		
					511 - Health Care	511.11000 (Cash)	\$229,897.46		
4545	02/11/2022	Open			Accounts Payable	CalPERS	\$296,821.53		
					Invoice	Date	Description	Amount	
	1/31/22PR		02/11/2022		1/31/22PR-CALPERS		\$296,821.53		
	Paying Fund				Cash Account		Amount		

Payment Register

From Payment Date: 2/1/2022 - To Payment Date: 2/28/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$154.95		
4555	02/18/2022	Open			Accounts Payable	T C E A	\$67.00		
	Invoice		Date	Description			Amount		
	2/15/22PR-BENEVO		02/18/2022	2/15/22-TCEA BENEVOLENCE DUES			\$67.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$67.00		
4556	02/18/2022	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$50,420.80		
	Invoice		Date	Description			Amount		
	2/15/22PR		02/18/2022	2/15/22PR-STATE TAXES			\$50,420.80		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$50,420.80		
4557	02/18/2022	Open			Accounts Payable	CA SDU	\$2,120.00		
	Invoice		Date	Description			Amount		
	2/15/22PR		02/18/2022	2/15/22PR-CHILD SUPPORT PAYMENT			\$2,120.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$2,120.00		
4558	02/18/2022	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$172,817.33		
	Invoice		Date	Description			Amount		
	2/15/22PR		02/18/2022	2/15/22PR-FEDERAL TAXES			\$172,817.33		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$172,817.33		
4559	02/22/2022	Open			Accounts Payable	ICMA-RC	\$79,215.42		
	Invoice		Date	Description			Amount		
	2/15/22PR		02/22/2022	2/15/22PR-ICMA			\$79,215.42		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$79,215.42		
4560	02/23/2022	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$8,235.49		
	Invoice		Date	Description			Amount		
	BE004837574		02/23/2022	DELTA DENTAL CLAIMS FOR 2/11/22-2/17/22			\$8,235.49		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$8,235.49		
4561	02/23/2022	Open			Accounts Payable	UMR	\$90,060.01		
	Invoice		Date	Description			Amount		
	MAR 22 PREM		02/23/2022	UMR MARCH 2022 HEALTH PREMIUMS			\$90,060.01		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$90,060.01		
4562	02/23/2022	Open			Accounts Payable	UMR	\$422.05		
	Invoice		Date	Description			Amount		
	MAR 22 CUSTODIAL		02/23/2022	UMR MARCH 2022 CUSTODIAL AND BANKING FEE			\$422.05		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$422.05		
4563	02/24/2022	Open			Accounts Payable	T A P O	\$13,904.58		
	Invoice		Date	Description			Amount		
	2/15/22PR-RHS		02/24/2022	2/15/22/PR-TAPO RHS DUES			\$13,904.58		
	Paying Fund				Cash Account		Amount		

Payment Register

From Payment Date: 2/1/2022 - To Payment Date: 2/28/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$13,904.58		
4564	02/24/2022	Open			Accounts Payable	TFRA	\$8,409.56		
	Invoice		Date	Description			Amount		
	2/15/22PR-RHS		02/24/2022	2/15/22PR-TFRA RHS DUES			\$8,409.56		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$8,409.56		
4565	02/25/2022	Open			Accounts Payable	UNUM LIFE INSURANCE COMPANY OF AMERICA	\$20,493.72		
	Invoice		Date	Description			Amount		
	MARCH 2022		02/25/2022	UNUM LTD AND LIFE INSURANCE FOR MARCH 2022			\$20,493.72		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$20,493.72		
4566	02/28/2022	Open			Accounts Payable	UMR	(\$249.00)		
	Invoice		Date	Description			Amount		
	JAN22 OSR REFUND		02/28/2022	JANUARY 2022 OSR REFUND			(\$249.00)		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			(\$249.00)		
4567	02/22/2022	Open			Accounts Payable	ICMA-RC	\$31.45		
	Invoice		Date	Description			Amount		
	2/15/22PR-WILLIA		02/22/2022	2/15/22PR-ICMA SICK CONVERSION-WILLIAMS, S			\$31.45		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$31.45		
4568	02/11/2022	Open			Accounts Payable	CalPERS	(\$38,818.06)		
	Invoice		Date	Description			Amount		
	1/31/22PR-UNDER		02/11/2022	1/31/22PR-CALPERS UNDERPAYMENT DUE TO RETRO PAY			(\$38,818.06)		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			(\$38,818.06)		
4569	02/23/2022	Open			Accounts Payable	UMR	\$143,328.82		
	Invoice		Date	Description			Amount		
	2/15/22-2/21/22		02/23/2022	UMR CLAIMS FOR 2/15/22-2/21/22			\$143,328.82		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$143,328.82		
4570	02/28/2022	Open			Accounts Payable	Optum Bank, Inc.	\$11,421.87		
	Invoice		Date	Description			Amount		
	1/31/22PR		02/07/2022	1/31/22PR-HSA EE & ER			\$11,421.87		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$11,421.87		
4571	02/08/2022	Open			Accounts Payable	US BANK	\$1,194,343.75		
	Invoice		Date	Description			Amount		
	1904757		02/08/2022	TUR.PUB.FIN.AUTHORITY WATER REV BONDS, SERIES 2017			\$1,194,343.75		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$1,194,343.75		

Payment Register

From Payment Date: 2/1/2022 - To Payment Date: 2/28/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4572	02/08/2022	Open			Accounts Payable	US BANK	\$2,355,000.00		
	Invoice		Date	Description			Amount		
	1929081		02/08/2022	TUR.PUB.FIN.AUTH.WATER.REV.BOND ANTICIPATION NOTES , SERIES 2020			\$2,355,000.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$2,355,000.00		
4573	02/08/2022	Open			Accounts Payable	US BANK	\$9,387.00		
	Invoice		Date	Description			Amount		
	1904756		02/08/2022	COT COMM. FACIL. DIST#1(MV CORR) SPCL TX RFND BONDS, SERIES 2015			\$9,387.00		
	Paying Fund			Cash Account			Amount		
	705 - NW Triangle Mello Roos (CFD #1)			705.11000 (Cash)			\$9,387.00		

Type EFT Totals:
AP - Accounts Payable Totals

55 Transactions

\$13,224,291.34

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	55	\$13,224,291.34	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	55	\$13,224,291.34	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	55	\$13,224,291.34	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	55	\$13,224,291.34	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	55	\$13,224,291.34	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	55	\$13,224,291.34	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	55	\$13,224,291.34	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	55	\$13,224,291.34	\$0.00

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF ACCEPTING }
THE WEEKLY DEMANDS FOR 07/14/2022 IN }
THE AMOUNT OF \$4,107,256.33, 07/21/2022 }
IN THE AMOUNT OF \$1,439,933.69, AND }
07/28/2022 IN THE AMOUNT OF }
\$3,558,294.22; AND THE EFT DEMANDS OF }
02/28/2022 IN THE AMOUNT OF }
\$13,224,291.34 }**

RESOLUTION NO. 2022-XXX

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

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

Demands of:	In the Amount of:
07/14/2022	\$4,107,256.33
07/21/2022	\$1,439,933.69
07/28/2022	\$3,558,294.22
02/28/2022	\$13,224,291.34

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California

City Council Meeting Draft Minutes

June 14, 2022

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



CALL TO ORDER

Mayor Bublak called the meeting to order at 6:00 p.m.

SALUTE TO THE FLAG

ROLL CALL AND DECLARATION OF CONFLICTS

PRESENT: Councilmembers Nicole Larson, Andrew Nosrati, Vice Mayor Pam Franco, and Mayor Amy Bublak.

ABSENT: Councilmember Rebecka Monez

Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
None	None	None	---	None

1. APPROVAL OF AGENDA AS POSTED OR AMENDED

Action: Motion by Vice Mayor Franco, seconded by Councilmember Larson to approve Agenda as amended, moving Items 8B, 8A, 8D and 8C behind Proclamations and Recognitions. Motion carried 3/1 by the following vote:

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

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS, PRESENTATIONS, AND BRIEFINGS:

A. *Presentation:* Opportunity Stanislaus

German Zavalza, Chief Innovation Officer and SBDC Director, and Maisie Silva, Turlock Program Specialist, for Opportunity Stanislaus provided a PowerPoint Presentation updating the City Council on various projects, programs and events.

Item 8B was heard out of order.

8B. Request to authorize the City Manager to work with Legacy Health Endowment (LHE) for LHE to design an RFP for a pilot program for mobile health services to aid families in need (including the homeless) and for LHE to assist the City in evaluating responses to the RFP

Jeffrey Lewis, President/CEO of Legacy Health Endowment, provided a presentation on the LHE Pilot Program for mobile health services to aid families in need. He discussed the intent of the program, program highlights, and responded to questions from City Council.

Mayor Bublak opened the item for public comment and no members of the public spoke.

Action: **Resolution No. 2022-100:** Authorizing authorize the City Manager to work with Legacy Health Endowment (LHE) for LHE to design an RFP for a pilot program for mobile health services to aid families in need (including the homeless) and for LHE to assist the City in evaluating responses to the RFP. Motion by Vice Mayor Franco, seconded by Councilmember Larson, and carried 4/0 by the following vote:

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

Item 8A was heard out of order.

8A. Request to adopt the City of Turlock General Fund and Non-General Fund Budgets for Fiscal Year 2022-2023

Finance Director Moreno provided a presentation on the City of Turlock General Fund and Non-General Fund Budget for Fiscal Year 2022-2023. He provided a brief over view of the budget review process, which included workshops for vision, objectives and goal setting, and discussed areas of priority which included building reserves, public safety, staffing levels, the General Plan, recreation and parks, equipment, vehicle reserves, and technology. He stated that through the workshops, we were able to hit those objectives and provide a balanced budget.

Mayor Bublak opened this item for public participation. The following members of the public spoke:

Milt Trieweiler

With no further comment, Mayor Bublak closed public participation.

Finance Director Moreno responded to questions from public participation.

Councilmember Nosrati voiced concerns in regards to policy issues related to the budget such as using ARPA. Due to his concerns, he did not feel he could support this budget.

Councilmember Larson also voiced concerns that decisions were made that were not in the best interest of the greater population, specifically in relation to the use of ARPA, cannabis, and road funds. Due to her concerns, she could not support this budget.

Mayor Bublak spoke to several of their concerns including the marijuana and youth education program. She also talked about Measure A funds saying the City has done a great job in providing the various programs, projects, and public safety the public asked for.

With no further comments, Mayor Bublak asked for a motion.

Action: **Resolution No. 2022-XXX:** Adopt the City of Turlock General Fund and Non-General Fund Budgets for Fiscal Year 2022-2023. Motion by Vice Mayor Franco, seconded by Mayor Bublak and failed 2/2 by the following vote:

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

Mayor Bublak stated that this item will be brought back at another meeting.

Item 8D was heard out of order.

- 8D. Request to authorize the City Manager to execute a three (3) year Agreement with Stanislaus County for the HOME Investment Partnership Program (Ramos)

Housing Manager Ramos provided a presentation on a request to execute a three (3) year Agreement with Stanislaus County for the HOME Investment Partnership Program.

She responded to questions from the City Council.

Mayor Bublak opened the item for public participation and the following members of the public spoke:

Milt Trieweiler

With no further comments, Mayor Bublak closed public participation.

Staff responded to Mr. Trieweiler’s questions.

Action: **Resolution No. 2022-101:** authorize the City Manager to execute a three (3) year Agreement with Stanislaus County for the HOME Investment Partnership Program. Motion by Vice Mayor Franco, seconded by Mayor Bublak and carried 4/0 by the following vote:

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

Item 8C was heard out of order.

- 8C. Request to authorize the City Manager to execute an Annual Funding Agreement with Stanislaus County for the HOME Investment Partnership Program (Ramos)

Housing Manager Ramos provided a presentation on a request to execute an Annual Funding Agreement with Stanislaus County for the HOME Investment Partnership Program.

She responded to questions from the City Council.

Mayor Bublak opened the item for public participation and no members of the public spoke.

Action: **Resolution No. 2022-102:** authorize the City Manager to execute an Annual Funding Agreement with Stanislaus County for the HOME Investment Partnership Program. Motion by Vice Mayor Franco, seconded by Councilmember Larson and carried 4/0 by the following vote:

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

3. PUBLIC PARTICIPATION

Mayor Bublak announced that it was the time for public participation and the following members of the public spoke:

Venita Quamme

With no further comments, Mayor Bublak closed public participation.

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

Action: **Motion** waiving reading of all ordinances on the Agenda, except by title. Motioned by Vice Mayor Franco, seconded by Councilmember Larson, and carried 4/0 by the following vote:

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

5. CONSENT CALENDAR

Councilmember Nosrati requested Consent Calendar Item 5E be pulled for separate consideration.

- A. **Resolution No. 2022-103:** Accepting Weekly Demands of 5/12/2022 in the amount of \$2,320,804.15, 5/19/2022 in the amount of \$670,865.19, and 5/26/2022 in the amount of \$4,648,255.74
- B. 1) **Resolution No. 2022-104:** Calling for the holding of a General Municipal Election to be held on Tuesday, November 8, 2022, for the election of certain officers as required by the provisions of the laws of the State of California relating to General Law Cities and the Turlock Municipal Code
- 2) **Resolution No. 2022-105:** Requesting the Board of Supervisors of the County of Stanislaus to consolidate a General Municipal Election to be held on Tuesday, November 8, 2022, with the statewide General Election to be held on the same date pursuant to Section 10403 of the Elections Code
- 3) **Resolution No. 2022-106:** Adopting regulations for candidates for elective office pertaining to Candidate Statements submitted to the voters at a General Municipal Election to be held on Tuesday, November 8, 2022 and setting the deposit fee which will be required of candidates who elect to have a Candidate Statement printed in the ballot pamphlet for said Election
- C. **Resolution No. 2022-107:** Approving a revision to the job description for Chief Building Official
- D. **Resolution No. 2022-108:** Approving a new job description for Executive Administrative Assistant – Public Works
- E. *Pulled for separate consideration*
- F. **Resolution No. 2022-109:** Adopting a list of projects and expenses (Exhibit A) for Fiscal Year 2022-23 funded by Senate Bill 1 (SB 1) “The Road Repair and Accountability Act of 2017”

Action: **Motion** by Vice Mayor Franco, seconded by Councilmember Larson, adopting the amended consent calendar. Motion carried 4/0 by the following vote:

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

5E. *Motion*: Approving Amendment No. 2 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 \$104,850.00 (Fund 115 “Measure A – Roads”) for City Project No. 22-001 “Design of Projects or 2022 Construction for Roads Program” in a form approved by the City Attorney

Councilmember Nosrati asked for an update on the calendaring of this item. Director Quintero responded to Councilmember Nosrati’s question. Representatives from Michael Baker were in attendance and also provided information regarding the various projects.

Mayor Bublak opened the item for public participation.

The following members of the public spoke:

Milt Trieweiler

With no further comments, Mayor Bublak closed public participation and asked for a motion to be made.

Action: **Motion** by Vice Mayor Franco, seconded by Councilmember Larson, approving Amendment No. 2 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 \$104,850.00 (Fund 115 “Measure A – Roads”) for City Project No. 22-001 “Design of Projects or 2022 Construction for Roads Program” in a form approved by the City Attorney, and carried 4/0 by the following vote.

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

6. FINAL READINGS:

None

7. PUBLIC HEARINGS:

None

8. ACTION ITEMS:

Items 8A through 8D were heard out of order.

9. CITY MANAGER REPORTS/UPDATES

City Manager Wilson provided an update on City recruitments.

10. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Councilmember Nosrati spoke about pro-housing designation, youth drug prevention, and reviewing the municipal code.

Vice Mayor Franco reminded everyone that some great events were coming up and encouraged everyone to come out and support the 4th of July parade, Turlock K9's Fajita Dinner fundraiser, and Farmer's Market.

Mayor Bublak wished the Army a happy birthday and thanked Opportunity Stanislaus for hosting the Business Summit.

11. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS

12. CLOSED SESSION

A. Conference with Legal Counsel – Anticipated Litigation, California Government Code §54956.9(d)(2)
Potential Case(s): (4 cases)

B. Conference with Labor Negotiators - California Government Code §54957.6(a)
Agency Designated Representative: Deputy City Manager Sarah Eddy
Employee Organization: Turlock Management Association – Public Safety
Employee Organization: Turlock Firefighters Association – Local 2434

13. REPORTS FROM CLOSED SESSION

Mayor Bublak reported out of Closed Session stating there was nothing to report.

14. ADJOURNMENT

Mayor Bublak adjourned the meeting at 8:43 p.m.

Respectfully submitted

Julie Christel, City Clerk
City of Turlock

City Council Synopsis

August 9, 2022



From: Julie Christel, City Clerk

Prepared by: Julie Christel, City Clerk

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Designating City Manager Reagan Wilson as the voting delegate and Deputy City Manager Sarah Eddy as the alternate voting delegate at the League of California Cities' Annual Business Meeting on Friday, September 9, 2022, in Long Beach, California

2. DISCUSSION OF ISSUE:

The League of California Cities Annual Conference is scheduled for September 7-9, 2022 in Long Beach, California. An important aspect of the Annual Conference is the Annual Business Meeting at which member cities take action on conference resolutions that establish League policy. In order to expedite the conduct of business at this meeting, the League requests that each City Council designate a voting delegate, and up to two alternates, to vote on behalf of their city. The voting delegate, or alternate, must be registered for the conference in order to receive the City's voting card.

The Annual Business Meeting will be conducted the afternoon of Friday, September 9, 2022. City Manager Wilson and Deputy City Manager Eddy are registered to attend this year's conference, as such, Mayor Bublak recommends designating City Manager Wilson as the City's voting delegate and Deputy City Manager Eddy as the alternate.

The voting procedures are included in the information provided by the League and are attached to this report (Exhibit 1).

3. BASIS FOR RECOMMENDATION:

In order to represent the City and provide the City a voice on League Policy at the Annual Business Meeting, the City Council must:

- 1) Appoint by City Council Resolution (Attachment A), one (1) voting delegate and up to two (2) alternates to represent the City; and,
- 2) Direct staff to complete and submit the 2022 Annual Conference Voting Delegate/Alternate Form (Exhibit 2) along with the City Council Resolution to the League of California Cities no later than September 2, 2022. The City Council may also choose not to attend the League of California Cities Annual Conference and to not appoint anyone to be a voting delegate.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: No additional impact to the adopted 2022/23 budget. Funds have been budgeted for attendance at this conference and this action only designates a member to vote on behalf of the City.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. The City Council may decide to not have a voting delegate at the annual meeting. This action is not recommended because it would remove the City's voice at the League's Annual Business Meeting.

8. ATTACHMENTS:

- A. Draft Resolution
 - Exhibit 1: League of California Cities Annual Conference Voting Procedures
 - Exhibit 2: League of California Cities 2022 Annual Conference Voting Delegate/Alternate Form

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF DESIGNATING CERTAIN } RESOLUTION NO. 2022-XXX
INDIVIDUALS AS THE VOTING DELEGATE AND }
ALTERNATES FOR THE LEAGUE OF }
CALIFORNIA CITIES ANNUAL CONFERENCE }
AND BUSINESS MEETING SEPTEMBER 9, 2022 }**

THE CITY OF TURLOCK CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, the League of California Cities’ Annual Conference is scheduled for September 7, 2022 through September 9, 2022 in Long Beach, California; and,

WHEREAS, an important part of the Annual Conference is the Annual Business Meeting (held during the General Assembly) scheduled for 12:30 p.m. on Friday, September 9, 2022 at the Long Beach Convention Center; and,

WHEREAS, at this meeting, the League membership considers and takes action on resolutions that establish League policy; and,

WHEREAS, consistent with League bylaws, a city’s voting delegate and up to two alternates must be designated by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** of the **CITY OF TURLOCK** hereby designates the following individuals as the voting delegate and alternates for the League of California Cities Annual Conference and annual business meeting to be held September 7, 2022 through September 9, 2022 in Long Beach, California:

Voting Delegate: Reagan M. Wilson

First Alternate: Sarah Eddy

Second Alternate: _____

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 9th DAY OF AUGUST, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAINED: COUNCIL MEMBERS:

ATTEST:

Julie Christel, City Clerk
City of Turlock, County of Stanislaus
State of California



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: TURLOCK

2022 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: Reagan M. Wilson
Title: City Manager

2. VOTING DELEGATE - ALTERNATE

Name: Sarah Eddy
Title: Deputy City Manager

3. VOTING DELEGATE - ALTERNATE

Name:
Title:

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: Email:
Mayor or City Clerk Date Phone
(circle one) (signature)

Please complete and return by Friday, September 2, 2022 to:
Darla Yacub, Assistant to the Administrative Services Director
E-mail: dyacub@calcities.org; Phone: (916) 658-8254

City Council Staff Report

August 9, 2022



From: Dan Madden, Interim Public Works Director

Prepared by: Randall Jones, Associate Engineer

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Approval of Contract Change Order No. 3 (Final) in the increased amount of \$4,156.70 for City Project No. 20-011 "City Utility Trench Repair 2020" bringing the contract total to \$286,479.45

Motion: Accepting improvements for City Project No. 20-011 "City Utility Trench Repair 2020" and authorizing the City Engineer to file a Notice of Completion

2. SYNOPSIS:

This action approves Contract Change Order No. 3 (Final), accepts the project improvements, and authorizes the City Engineer to file a Notice of Completion.

3. DISCUSSION OF ISSUE:

On February 23, 2021, the City Council approved an agreement with Arrow Construction, Inc., of Sacramento, California, for City Project No. 20-011 "City Utility Trench Repair 2020" in the amount of \$142,369.85. The project scope included eighteen (18) trench repairs and involved the removal and replacement of the asphalt patch and backfill material with properly compacted aggregate base and hot mix asphalt as required to repair the trench consistent with City standard specifications and drawings.

On May 25, 2021, City Council approved Contract Change Order No. 1 to include additional trench repairs with this project. The change order included an allowance close to the original contract amount for the additional locations, beginning with the oldest trenches added in 2020.

On February 22, 2022, City Council approved Contract Change Order No. 2 to replace damaged curb and gutter at a location added with Change Order No. 1. The curb and gutter needed to be replaced to pave to the gutter and prevent water from damaging the new asphalt.

Project Summary:

	Amount	City Council Meeting
Original Contract	\$ 142,369.85	February 23, 2021
Change Order No. 1	\$ 136,304.90	May 25, 2021
Change Order No. 2	\$ 3,648.00	February 22, 2022
Change Order No. 3	\$ 4,156.70	August 9, 2022
Adjusted Total Contract	\$ 286,479.45	

Contract Change Order No. 3 (Final) is for the following:

FinalQuantitiesAdjustment-\$4,156.70

The original contract price is based on quantities estimated from project plans. Actual quantities measured in the field at the end of the project are reconciled with the estimated bid quantities. The final change order is for the adjustment of quantities and results in an increased contract amount.

The project has been completed in accordance with the plans and specifications. Staff recommends approval of the filing of the Notice of Completion for the project.

4. BASIS FOR RECOMMENDATION:

- A. Contract Change Order No. 3 (Final) is necessary to reconcile estimated quantities with actual quantities placed during construction.
- B. California City 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 money was used for this project.

The total project costs are displayed below:

Construction Costs - Arrow Construction Contract Total	\$ 286,479.45
City Staff Costs – Expensed FY 20-21	\$ 33,710.93
City Staff Costs – FY 21-22	\$ 6,232.39
Materials Testing – NV5	\$ 21,347.00
Total Project Costs	\$ 347,769.77

6. STAFF COMMENTS:

Approve the final change order and authorize the City Engineer to file the Notice of Completion.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

On February 23, 2021, the City Council determined this project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines. This action does not modify that determination; therefore, no additional determination is needed.

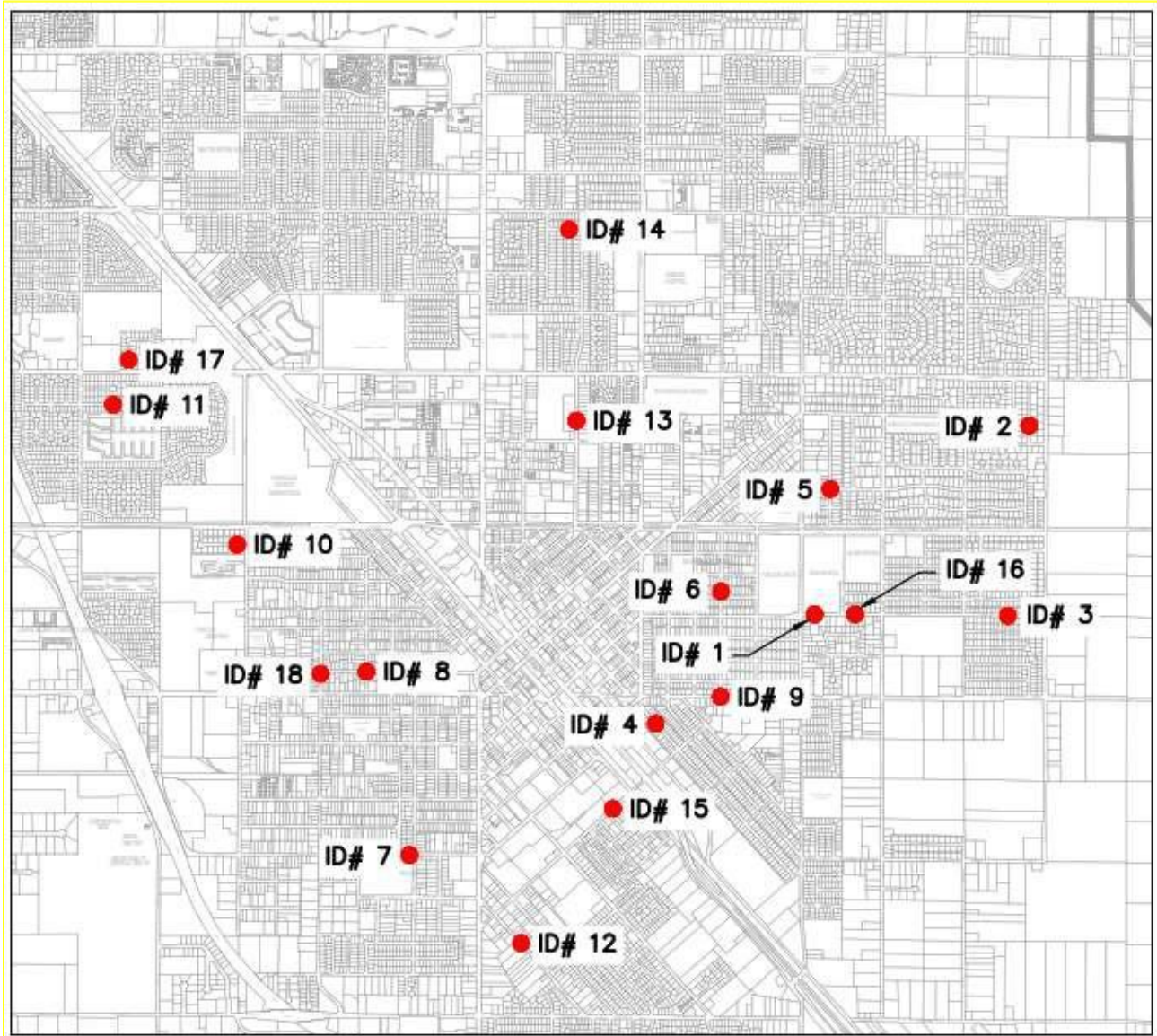
9. ALTERNATIVES:

- A. Council could choose not to approve Contract Change Order No. 3 (Final). Staff does not recommend this alternative as the scope of the change order includes reconciliation of estimated quantities with actual quantities placed during construction.
- B. Council could choose to deny the Notice of Completion. Staff does not recommend this alternative as all work has been completed in accordance with the contract documents.

10. ATTACHMENTS:

- A. Final Quantities for City Project No. 20-011
- B. Contract Change Order (Final) No. 3 for City Project No. 20-011
- C. Notice of Completion (NOC)

Project Location
for
City Project No. 20-011
“City Utility Trench Repair 2020”
(original project scope)



CITY OF TURLOCK

FINAL QUANTITIES

City Utility Trench Repair – 2020

Project No.

20-011

<i>Item No.</i>	<i>Item Description</i>	<i>Unit of Measure</i>	<i>Contractor's 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	Mobilization	LS	\$2,900.00	1.00	\$2,900.00	1.00	\$2,900.00	\$0.00
2	Traffic Control	LS	\$10,890.00	1.00	\$10,890.00	1.00	\$10,890.00	\$0.00
3	Trench Repair (Drawing T-1 and T-2)	SF	\$31.05	1,943.00	\$60,330.15	2,122.00	\$65,888.10	(\$5,557.95)
4	Grind and Pave Overlay (Drawing T-3)	SF	\$9.35	7,744.00	\$72,406.40	6,705.00	\$62,691.75	\$9,714.65
	SUB-TOTAL CONTRACT ITEMS =				\$146,526.55		\$142,369.85	\$4,156.70
C.O. #	CHANGE ORDERS							
1	Mobilization	LS	\$2,900.00	1.0	\$2,900.00			\$2,900.00
2	Traffic Control	LS	\$10,890.00	1.0	\$10,890.00			\$10,890.00
3	Trench Repair (Drawing T-1 and T-2)	SF	\$31.05	1,400.0	\$43,470.00			\$43,470.00
4	Grind and Pave Overlay (Drawing T-3)	SF	\$9.35	8,454.0	\$79,044.90			\$79,044.90
5	Replace curb and gutter @ Canal Drive	LS	\$3,648.00	1.0	\$3,648.00			\$3,648.00
	SUB-TOTAL CHANGE ORDER ITEMS =				\$139,952.90		\$0.00	\$139,952.90
	TOTAL PROJECT =				\$286,479.45		\$142,369.85	\$144,109.60



CONTRACT CHANGE ORDER

Date issued: 9-Aug-22 **Change Order No.:** 3 (FINAL)
Project Name: City Utility Trench Repair 2020

Arrow Construction
 1850 Diesel Dr
 Sacramento, California 95838
 916-640-0600

Project No.: 20-011
Original Contract Amount: \$142,369.85
Contract Award Date: February 23, 2021

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	---	---	---	\$146,526.55
Contractor's Bid Amount for Bid Items	---	---	---	\$142,369.85
Subtotal of Difference				\$4,156.70
Total this CCO=				\$4,156.70
<i>The original contract sum =</i>				\$142,369.85
<i>Net change by previous change orders =</i>				\$139,952.90
<i>The contract amount will be increased by the amount of =</i>				\$4,156.70
<i>The new contract sum including this change order will be =</i>				\$286,479.45
No days are added to the contract time to account for the additional items of work.				

Accepted: _____
 Arrow Construction

Date: _____

Recommended: _____
 City Engineer

Date: _____

Approved: _____
 City Manager

Date: _____

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. 20-011
CITY UTILITY TRENCH REPAIR 2020**

Notice is hereby given that work on the above-referenced project located on various locations in Turlock, California, was completed by the undersigned agency on August 9, 2022. The contractor of work is Arrow Construction, 1850 Diesel Drive, Sacramento, California 95838, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

(Signature- Michael O'Connor, P.E., Acting City Engineer, Owner's Agent), City of Turlock

VERIFICATION

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

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

CITY OF TURLOCK

MICHAEL O'CONNOR, P.E.
ACTING CITY ENGINEER
OWNER'S AGENT

Executed on August 9, 2022 at Turlock, California, Stanislaus County

City Council Staff Report

August 9, 2022



From: Dan Madden, Interim Public Works Director

Prepared by: Randall Jones, Associate Engineer

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Awarding bid and approving an Agreement in the amount of \$208,812 (Non-General Fund - Fund 215) with St. Francis Electric, LLC, of San Leandro, California, for City Project No. 20-038 "Signal Coordination on W. Monte Vista Ave, Golden State Blvd., and Geer Rd"

Resolution: Appropriating \$86,657.74 to account number 215-40-420.51210 "Federal Streets Projects" to be funded from Fund 218 "Measure L" unallocated reserves to provide the necessary funding for City Project No. 20-038 "Signal Coordination on W. Monte Vista Ave, Golden State Blvd., and Geer Rd"

2. SYNOPSIS:

This action will award the bid and approve an agreement for City Project No. 20-038 "Signal Coordination on W. Monte Vista Ave, Golden State Blvd., and Geer Road."

3. DISCUSSION OF ISSUE:

City Project No. 20-038 "Signal Coordination on W. Monte Vista Ave, Golden State Blvd., and Geer Road" will replace the existing traffic signal controllers and install new controllers that are capable of operating a signal timing plan. A signal coordination plan will help traffic signals operate more efficiently.

City staff advertised this project on February 23, 2022, through the Turlock Journal and on the City's website for construction projects. On June 30, 2022, four (4) bids were received for City Project No 20-038 "Signal Coordination on W. Monte Vista Ave, Golden State Blvd., and Geer Road." St. Francis Electric, of San Leandro, California, was the lowest responsible bidder with a bid amount of \$208,812.

Bid Summary:

COMPANY NAME	BASE BID AMOUNT
St. Francis Electric	\$ 208,812
Bear Electrical Solutions	\$ 241,875
Pacific Excavation	\$ 294,115
Tennyson Electric	\$ 366,815

Staff has evaluated the bids and recommends award of bid to the low bidder, St. Francis Electric.

4. BASIS FOR RECOMMENDATION:

- A. Per the Public Contract Code, § 20160 et seq., the City Council has the discretion to decide if a bid shall be awarded or rejected. If Council decides to award the bid the bid has to be awarded to the lowest responsible bidder submitting a responsive bid.
- B. Project No. 20-038 “Signal Coordination on W. Monte Vista Ave, Golden State Blvd., and Geer Road” has been awarded partial funding through the federal Congestion Mitigation and Air Quality Program (CMAQ) grant.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

The project is partially funded through a federal Congestion Mitigation and Air Quality Program (CMAQ) grant in the amount of \$254,375. The designated account number is 215-40-420.51210 “Federal Street Projects.” Estimated project costs are as follows:

Contractor Base Bid	\$ 208,812.00
Construction Contingency	\$ 20,000.00
Preliminary Engineering	
– <i>City staff</i>	\$ 8,116.74
Construction Engineering/Management	
– <i>City staff</i>	\$ 22,000.00
Timing Plan Implementation	
– <i>GHD</i>	\$ 82,104.00
Estimated Total Project Costs	\$ 341,032.74

Staff requests an appropriation for the remaining funds necessary to complete the project. Project funding is anticipated to be as follows:

Federal aid (CMAQ)	\$ 254,375.00
Measure L – Local Funds	\$ 86,657.74
TOTAL	\$ 341,032.74

6. STAFF RECOMMENDATION:

Staff recommends awarding the bid to St. Francis Electric for City Project No. 20-038 "Signal Coordination on W. Monte Vista Ave, Golden State Blvd., and Geer Road."

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. 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 rehabilitating an existing public roadway and therefore qualifies for a CEQA exemption under Section 15301.

9. ALTERNATIVES:

A. Council could choose to reject all bids submitted for this project. Staff does not recommend this alternative because the improvements are needed and funds are available for this purpose. Further, the federal grant funds may not be used for any purpose nor any other location.

10. ATTACHMENTS:

- A. Draft resolution awarding bid and approving agreement
- B. Draft resolution appropriating funds
- C. Bidder's Summary for City Project No. 20-038
- D. City Contract No. 2023-21 with St. Francis Electric

Project Location
City Project No. 20-038
“Signal Coordination on W. Monte Vista Ave, Golden State Blvd., and Geer Road”

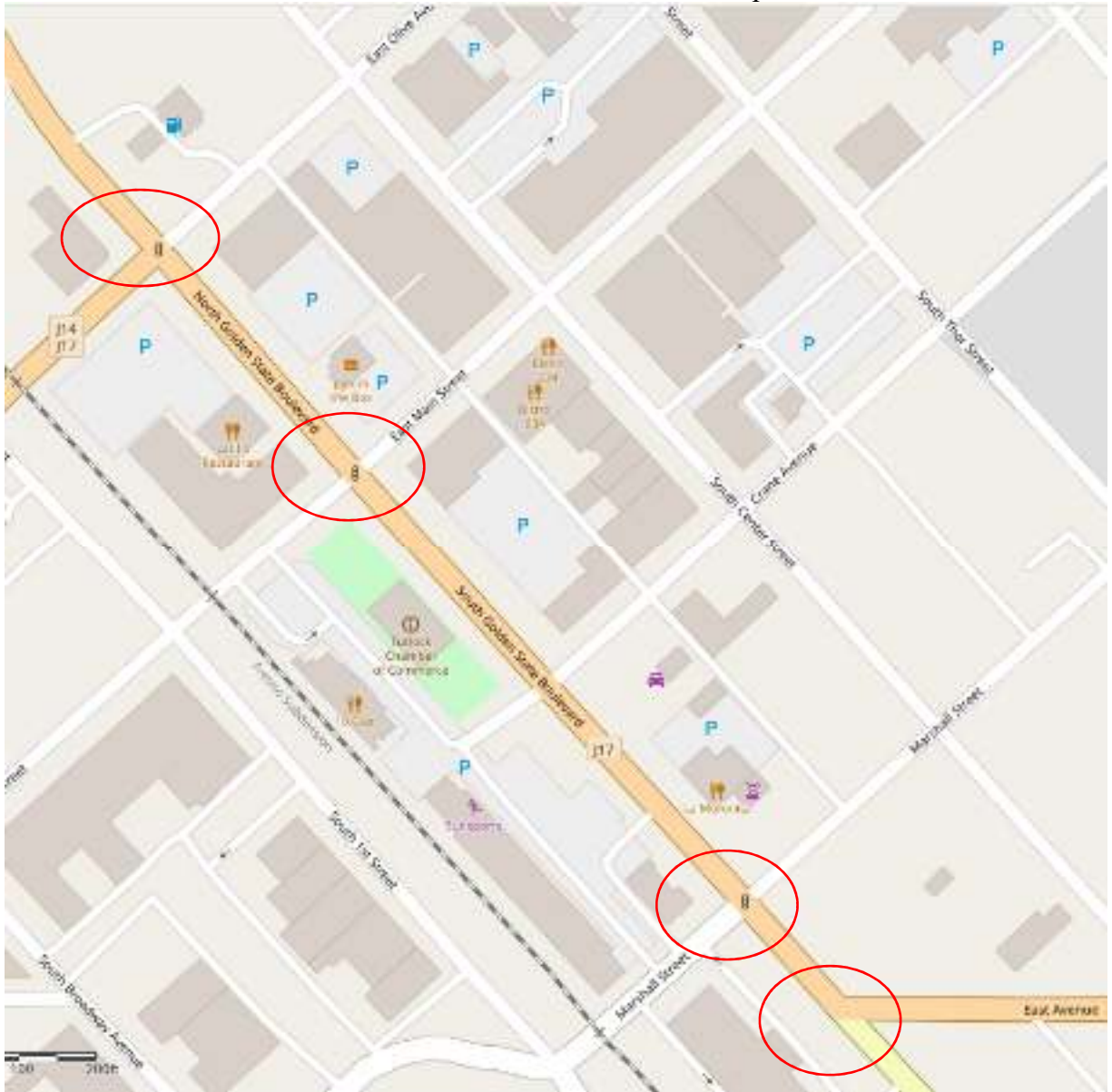
West Monte Vista Ave Intersection Controller Replacements



Geer Road Intersection Controller Replacements



Golden State Blvd Intersection Controller Replacements



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF AWARDING BID AND }
APPROVING AN AGREEMENT IN THE AMOUNT }
OF \$208,812 (NON-GENERAL FUND - FUND 215) }
WITH ST. FRANCIS ELECTRIC, LLC, OF SAN }
LEANDRO, CALIFORNIA, FOR CITY PROJECT }
NO. 20-038 "SIGNAL COORDINATION ON }
W. MONTE VISTA AVE, GOLDEN STATE BLVD., }
AND GEER RD" }**

RESOLUTION NO. 2022-

WHEREAS, City Project No. 20-038 "Signal Coordination on W. Monte Vista Ave, Golden State Blvd., and Geer Rd" will include installation of new signal controllers and new signal timing plans; and

WHEREAS, these public improvements are designed to improve traffic flow by reducing the stop time at signals; and

WHEREAS, on June 30, 2022, four (4) bids were received for City Project No. 20-038 "Signal Coordination on W. Monte Vista Ave, Golden State Blvd., and Geer Rd" with St. Francis Electric, LLC, of San Leandro, California, submitting the lowest responsive bid in the amount of \$208,812; and

WHEREAS, project costs, including timing plan implementation, construction contract amount plus contingency for change orders, and City engineering staff time for project management and inspection, are estimated to total \$341,032.74; and

WHEREAS, project funding is available from a federal Congestion Mitigation and Air Quality (CMAQ) grant as well as from Measure L funds in Fiscal Year 2022-23.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby award bid and approve an Agreement in the amount of \$208,812 (Non-General Fund – Fund 215) with St. Francis Electric, LLC, of San Leandro, California, for City Project No. 20-038 "Signal Coordination on W. Monte Vista Ave, Golden State Blvd., and Geer Rd."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$86,657.74 TO ACCOUNT NUMBER }
215-40-420.51210 "FEDERAL STREETS }
PROJECTS" TO BE FUNDED FROM }
FUND 218 "MEASURE L" UNALLOCATED }
RESERVES TO PROVIDE THE NECESSARY }
FUNDING FOR CITY PROJECT NO. 20-038 }
"SIGNAL COORDINATION ON }
W. MONTE VISTA AVE, GOLDEN STATE BLVD, }
AND GEER RD" }
_____ }

RESOLUTION NO. 2022-

WHEREAS, by separate action, the City Council is requested to award the bid and approve an Agreement in the amount of \$208,812 with St. Francis Electric, LLC, of San Leandro, California, for City Project No. 20-038 "Signal Coordination on W. Monte Vista Ave, Golden State Blvd., and Geer Rd"; and

WHEREAS, Congestion Mitigation and Air Quality Improvements (CMAQ) federal-aid funding is available for the project in the amount of \$254,375; and

WHEREAS, total project costs are estimated to be \$341,032.74; and

WHEREAS, additional local match funds are needed in the amount of \$86,657.74 to fully fund the project; and

WHEREAS, additional local match funds are available in Fund 218 "Measure L" unallocated reserves and can be used for this type of public improvement project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$86,657.74 to account number 215-40-420.51210 "Federal Streets Projects" to be funded from Fund 218 "Measure L" unallocated reserves to provide the necessary funding for City Project No. 20-038 "Signal Coordination on W. Monte Vista Ave, Golden State Blvd., and Geer Rd."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 2022, by the following vote:

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

ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California

**CITY OF TURLOCK
 BIDDER'S SUMMARY**

PROJECT TITLE: Signal Coordination on W. Monte Vista Ave, Golden State Blvd., and Geer Rd.
 PROJECT NUMBER: 20-038
 BID OPENING: June 30, 2022
 10:00 AM
 ANTICIPATED COUNCIL AWARD DATE: July 26, 2022

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		1		2		3		4	
				Unit Price	Total	St. Francis Electric		Bear Electrical Solutions		Pacific Excavation		Tennyson Electric	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$12,375.00	\$12,375.00	\$2,430.00	\$2,430.00	\$24,875.00	\$24,875.00
2	Temporary Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$6,085.00	\$6,085.00	\$36,875.00	\$36,875.00
3	2070 Traffic Signal Controller and Equipment	EA	15	\$9,000.00	\$135,000.00	\$10,060.00	\$150,900.00	\$11,500.00	\$172,500.00	\$16,500.00	\$247,500.00	\$16,875.00	\$253,125.00
4	Remove and Replace Ex. Cameras	EA	4	\$7,500.00	\$30,000.00	\$11,853.00	\$47,412.00	\$13,000.00	\$52,000.00	\$9,525.00	\$38,100.00	\$12,985.00	\$51,940.00
Total =					\$185,000.00		\$208,812.00		\$241,875.00		\$294,115.00		\$366,815.00



AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 20-038

**Signal Coordination on W. Monte Vista Ave, Golden State Blvd., and Geer Rd.
CML-5165 (096)**

THIS PUBLIC IMPROVEMENT AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and ST FRANCIS ELECTRIC, a limited liability company (“Contractor”), on this 9th day of August 2022 (the “Effective Date”). City and Contractor 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 a duly qualified and licensed firm experienced in the construction of City Project No. 20-038 “Signal Coordination on W. Monte Vista Ave, Golden State Blvd, and Geer Rd” (the “Project”).
- B. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a “public project” pursuant to Public Contract Code section 20161.
- C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the “Services”).
- D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.
- E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on August 9, 2022, at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

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

AGREEMENT

1. Contract Documents: This Agreement, together with the following documents, are collectively referred to herein as the “Contract Documents”:

- i. Notice to Bidders;
- ii. Contractor’s Bid or Proposal accepted by City;
- iii. General Conditions, Supplementary Conditions, and Special Provisions of the City of Turlock for Signal Coordination on W. Monte Vista Ave, Golden State Blvd., and Geer Rd. CML-5165 (096);
- iv. Plans and detailed drawings prepared for this Project and approved by City (“Project Plans”);
- v. All bonds and insurance required by the Contract Documents;
- vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vii. The current edition of the City of Turlock Standard Specifications and Drawings.

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

2. Term. The Contract shall be effective as of the Effective Date first stated above. Contractor shall not commence work on the Project until it has been given notice by City (“Notice to Proceed”). The Contract shall terminate one (1) year(s) after City accepts Contractor’s performance of the Services by recording a Notice of Completion with the County of Stanislaus Clerk Recorder (the “Term”), unless the Parties mutually agree in writing to terminate the Contract earlier or extend the Term in an agreed writing executed by both Parties.

3. Scope of Work.

(a) *Services.* Contractor shall perform the Services described in Exhibit A, subject to all terms and conditions in the Contract. Contractor shall not receive additional compensation for the performance of any Services not described therein.

(b) *Modification.* City, at any time, by written order, may make changes within the general scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as defined in Section 4 of this Agreement, without prior

written authorization from City. Contractor shall not be entitled to compensation for the performance of any such unauthorized work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra or changed work performed without express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and diligently complete any change to the work subject to City's written authorization issued pursuant to this Section ; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the completion schedule or Contract Price on account of such change. The issuance of a change order pursuant to this Section 3 in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "**General Conditions and Special Provisions for Signal Coordination on W. Monte Vista Ave, Golden State Blvd., and Geer Rd. CML-5165 (096).**" The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer of or City Engineer's designated agent.

(d) *Exhibits.* All "Exhibits" referred to below or attached hereto are, by this reference, incorporated into the Contract.

	<u>Exhibit Designation</u>	<u>Exhibit Title</u>
1.	Exhibit A	Scope of Services
2.	Exhibit B	Payment by Force Account
3.	Exhibit C	Workers' Compensation Insurance Certification
4.	Exhibit D	Performance Bond
5.	Exhibit E	Payment Bond

4. Contract Price. City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed **Two Hundred Eight Thousand Eight Hundred Twelve Dollars and No/100th Dollars (\$208,812.00)** (the "Contract Price"). Said amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

(a) If the work performed is on the basis of unit prices contained in the Contract Documents, the change order will be determined in accordance with the provisions in Section 4-1.05, “Changes and Extra Work”, of the Caltrans Standard Specifications, as applicable; or

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

(c) If the change order is not determined as described above in either subdivision (a) or (b), the change order will be determined on the basis of force account in accordance with the provisions set forth in **Exhibit B**, “Payment by Force Account,” attached hereto and incorporated herein by reference.

5. Time for Performance. The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Twenty Five (25)** working days (the “Completion Date”) beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

(a) *Right of City to Increase Working Days:* If Contractor fails to complete the Services by the Completion Date, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges. No extension of time for completion of Services under the Contract shall be considered unless requested by Contractor at least twenty (20) calendar days prior to the Completion Date, in writing, to the City Engineer.

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

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

2. where the delay is caused by actions beyond the control of Contractor; or
3. where the delay is caused by actions or failure to act by the City Engineer.

Contractor shall not be entitled to an adjustment in the Completion Date for delays within the control of Contractor. Delays resulting from and within the control of a subcontractor or supplier of Contractor shall be deemed to be delays within the control of Contractor.

(b) *Excusable Delays.* Contractor shall not be in breach of the Contract 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, or explosions; natural disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include Contractor’s financial inability to perform, Contractor’s failure to obtain any necessary permits or licenses from other governmental agencies, or Contractor’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 Contractor. If Contractor’s performance of the Services is delayed by an excusable delay, the Completion Date shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

(c) *Emergency - Additional Time for Performance - Procurement of Materials.* If, because of war or other declared national emergency, the federal or state government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is, through no fault of Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:

- i. City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, sufficient to compensate in time, for delay or suspension.

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

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

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

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

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

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

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Completion Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Two Thousand Nine Hundred and no/100ths Dollars (\$2900.00)** for each calendar day beyond the Completion Date. This deduction shall not be considered a penalty but shall be

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

6. Termination.

(a) *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the “Defaulting Party”), the other Party shall give notice to the Defaulting Party and allow the Defaulting Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate the Contract by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered until such termination, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of the Contract by Contractor, including Delay Damages. If payment under the Contract is based upon a lump sum in total or by individual task, payment for Services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in this Agreement as the Services satisfactorily rendered hereunder by Contractor to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by City by virtue of any breach of the Contract by Contractor. Upon termination, Contractor shall deliver copies of all Work Product, as defined in Section 19 of this Agreement, to City. If District terminates the Contract before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

(b) If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, City may serve written notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City’s intention to terminate the Contract, and unless such violations shall cease within five (5) calendar days after serving of such notice, the Contract shall cease and terminate upon the expiration of said five (5) calendar days. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that, if the surety does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, City may take over the work and prosecute the same to completion by contract or any

other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be jointly liable to City for any excess cost occasioned City thereby, and in such event City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to Contractor as may be on the Project site and necessary thereof.

7. Liability for Breach: Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor'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 Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, 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 the Contract or the Services performed in connection with the Contract.

8. Compensation: City shall make payments to Contractor in accordance with the provisions of Section 9 of the General Conditions in legally executed and regularly issued warrants of City, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. Contractor shall be administered a progress payment approximately every thirty (30) calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins. Contractor shall provide access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Contract.

Monthly progress payments in the amount of 95 percent (95%) of the value of the work will be made to Contractor based on the Contractor's estimate and the schedule of prices contained in the accepted bid. The remaining 5 percent (5%) will be retained by City as partial security for the fulfillment of the Contract except that at any time after 50 percent (50%) of the work has been completed, if the City Engineer finds that satisfactory progress is being made and the Project's critical path of work are on schedule, City may discontinue any further retention. Such discontinuance will only be made upon the written request of Contractor. City may, at any time the City Engineer finds that satisfactory progress is not being made, again institute retention of 5 percent (5%) as specified above. Payment will be made as soon as possible after the preparation of the Contractor's estimate. City shall pay the remaining 5 percent (5%) of the value of the Services completed under this Contract, if unencumbered by retentions for claims, not sooner than the expiration of thirty-five (35) calendar days from the date of recordation of the Notice of Completion, pursuant to Section 2 of this agreement, and not later than sixty (60) days from the "completion" of the Services as said term is defined in Public Contract Code section 7107(c).

No estimate or payment shall be made if, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than \$1,000. No progress payments will be made if the time allotted for the job is thirty (30) working days or less. Payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the work performed under this Contractor, or any portion thereof, and shall in no way reduce the liability of Contractor to replace unsatisfactory work or materials, though the unsatisfactory character of such work or materials may not have been apparent or detected at the time such payment was made.

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

Pursuant to Public Contract Code section 22300 et seq., Contractor may request the right to substitute securities for any moneys withheld by City to ensure the performance required of Contractor under the Contract, or that City make payment of retentions earned directly into an escrow account established at the expense of Contractor.

9. Disputes Pertaining to Payment for Work: Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

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

(b) *Meet-and-Confer Conference.* Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an

undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.

(c) *Nonbinding Mediation.* Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject judicial review pursuant to Section 23 of this Agreement.

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

10. Permits and Care of Work: Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Section 1 of the Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

11. Public Works and Payment of Prevailing Wage:

(a) *Monitoring and Enforcement.* In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, all work performed under the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). All work performed by Contractor or its subcontractors under the Contract is subject to the requirements of Labor Code section 1720 et seq. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded. Contractor and its subcontractors shall furnish the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall

be transmitted electronically in a format specified by DIR and shall include the name of Contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

(b) *Wages & Hours of Employment:* In the performance of the Services under the Contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by DIR for the community. Contractor shall forfeit as penalty Twenty-five and no/100ths Dollars (\$25.00) to be paid to City for each workman employed in the execution of the Contract by Contractor or its subcontractor(s), for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Labor Code section 1810 et seq. Contractor shall post prevailing wage rates at the Project no later than the first day Contractor commences performance of the Services under the Contract.

12. Superintendence by Contractor: Contractor shall give personal superintendence to the work on the Project or have a competent foreman or superintendent satisfactory to the City Engineer on the Project at all times during construction and performance of work under the Contract, with authority to act for Contractor.

13. Inspection and Testing by City: Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.

14. Conformity with Law and Safety: Contractor 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 American 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 Contractor or its subcontractors must be in accordance with these laws, ordinances, codes, and regulations. Contractor'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 the Contract, Contractor shall immediately notify City's risk manager by telephone. If any accident occurs in connection with the Contract, Contractor 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 Contractor's subcontractor, if any; (c) name and address of Contractor'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 the Contract, Contractor shall immediately notify City. Contractor shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

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

16. Bonds: Concurrently with the execution hereof, Contractor shall furnish, on the forms provided herein as **Exhibits D and E**, respectively, corporate surety bonds to the benefit of City, issued by a surety company acceptable to City and authorized and admitted to do business in the state of California, as follows:

(a) *Faithful Performance Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the faithful performance of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

(b) *Payment Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252, inclusive, of the Civil Code and Section 13020 of the Unemployment Insurance Code of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

The surety companies shall familiarize themselves with all provisions and conditions of the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modification or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by City or its authorized agents under the terms of this Contract and failure to so notify the surety or sureties of such changes shall in no way relieve the surety or sureties of their obligations under the Contract.

17. Indemnification:

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

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

18. Contractor's Insurance: Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) *General Liability Insurance.* Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. Contractor's general liability policies shall be primary and not seek contribution from City's coverages and be endorsed using Insurance Services Office

form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required. The policy shall contain, or be endorsed to contain, the following provisions:

- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the Contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.
- (2) For any claims related to the Project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
- (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under the Contract, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.
- (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(b) *Workers' Compensation Insurance.* Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) *Auto Insurance.* Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars (\$2,000,000.00) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) *Builder's Risk Insurance.* Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. The policy shall be provided for replacement value on an "all-risk" basis. City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. The policy must include: (1) coverage for removal of debris and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site, whether provided from within a Builder's Risk policy or through the addition of an Installation Floater. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

(e) *Contractors Pollution Insurance.* Pollution Coverage shall be provided on a Contractors Pollution Liability form, or other form acceptable to City, providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than One Million Dollars (\$1,000,000.00) per claim. All activities contemplated in the Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

(f) *Professional Liability Insurance.* When applicable, Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with the Contract, in the minimum amount of One Million Dollars (\$1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by the Contract.

(g) *Deductibles and Self-Insured Retentions.* Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City's Agents; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

(i) *Verification of Coverage.* Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section 18. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work

beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

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

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

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 contractor or its subcontractors or subcontractors in connection with Services performed under the Contract ("Work Product") 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 that it is ever determined that any Work Product created by Contractor or its subcontractors or subcontractors under the Contract are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such Work Product to City. With the prior written approval of the City Engineer, Contractor may retain and use copies of such Work Product for reference and as documentation of its experience and capabilities.

All Work Product shall become the property of City irrespective of where located or stored and Contractor agrees to deliver all such documents and information to City, without charge and in whatever form it exists, upon the Completion Date, as may be extended. Contractor shall have no ownership interest in such Work Product.

All Work Product of Contractor under the Contract, 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 specific in Exhibit A.

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

20. Taxes: Payment of any taxes, including California sales and use taxes, levied upon the Contract, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation

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

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

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

21. Independent Contractor: At all times during the Term of the Contract, Contractor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the Services required under the Contract. Contractor 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 Contractor. City shall have the right to control Contractor only insofar as the result of Contractor's Services rendered pursuant to the Contract; however, City shall not have the right to control the means by which Contractor accomplishes Services rendered pursuant to the Contract.

22. Contractor Not Agent: Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.

23. Arbitration of Disputes: All claims, disputes, and other matters in question between City and Contractor arising out of, or relating to, this Contract or the breach thereof, including claims of Contractor for extra compensation of Services related to the project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 through 1284.2 of the 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 the Contract. 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 the Contract, matters involving defects in the Services performed by Contractor or its subcontractors, 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 competent 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 limitations.

The parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving 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 attorney's 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 provided under 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.

All administrative remedies required under Section 9 of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this Section 23.

24. Provisions Cumulative: The provisions of the Contract are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

25. 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, Ca 95353**

If to Contractor: _____

If to Contractor’s Sureties: _____

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

Randall Jones
City of Turlock Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5461
Telephone: (209) 668-4421
E-mail: Rjones@turlock.ca.us

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

28. Antitrust Claims: Contractor or its subcontractors offer and agree to assign to City all rights, title, and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

29. Use of City Project Number: Contractor 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 Contractor or its subcontractors from using their own project numbers for their own internal use.

30. No Conflict of Interest: Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out the Contract.

31. Confidentiality: Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor 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”). Contractor 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 Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

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

33. 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.

34. Assignment: No Party to the Contract 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 foregoing provisions, the Contract shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

35. 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, person, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into the Contract 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.

36. Governing Law: The Contract shall be governed and construed in accordance with the laws of the state of California.

37. Severability: If the Contract in its entirety is determined by an arbitrator or a court of competent jurisdiction to be invalid or unenforceable, the Contract shall automatically terminate as of the date of final entry of judgment. If any provision of the Contract shall be determined to be invalid and unenforceable, or if any provision of the Contract is rendered invalid or

unenforceable according 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.

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

39. Mandatory and Permissive: “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

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

41. Attorney’s Fees and Costs: Except as expressly provided for in Section 23 of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, 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.

42. 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 the Contract.

43. 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 43 of this Agreement, Sections 1 through 43 shall prevail.

[Signatures on Following Page]

IN WITNESS WHEREOF, two identical counterparts of this agreement, consisting of a total of 64 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

ST. FRANCIS ELECTRIC, LLC

CITY OF TURLOCK, a municipal corporation

By: _____

By: _____
Reagan M. Wilson, City Manager

Print Name

Date: _____

Address: _____

APPROVED AS TO SUFFICIENCY:

Phone: _____

By: _____
Dan Madden, Interim Public Works Director

Date: _____

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

DIR Registration Number:

ATTEST:

Attach Contractor's Seal Here

By: _____
Julie Christel, City Clerk

**EXHIBIT A
CONTRACTOR'S PROPOSAL FOR SERVICES**

PROPOSAL

Project No. 20-038

**Signal Coordination on W. Monte Vista Ave, Golden State Blvd., and Geer Rd.
CML-5165 (096)**

City of Turlock, California

DATED: 6/29/22

To: The Honorable City Council of the City of Turlock, California:

NAME OF BIDDER: St. Francis Electric, LLC

BUSINESS ADDRESS: 975 Carden St. San Leandro, CA. 94577

PLACE OF RESIDENCE: California

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose.

In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail except as provided in (a) or (b), as follows:

(a) If the amount set forth as unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

PROPOSAL SUBMITTAL CHECKLIST

The bidder shall provide a complete proposal in a sealed envelope before 10:00 AM on Thursday, June 30, 2022 at the address shown on the cover sheet of these specifications. FAILURE TO PROVIDE ALL THE REQUIRED DOCUMENTS LISTED IN THE TABLE BELOW MAY CAUSE THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE.

Complete Proposal	Page No.
<input checked="" type="checkbox"/> PROPOSAL AND BIDDING FORM	5-11
<input checked="" type="checkbox"/> AFFIDAVIT	12
<input checked="" type="checkbox"/> INFORMATION REQUIRED OF BIDDER	13-14
<input checked="" type="checkbox"/> BIDDER'S BOND	15-16
<input checked="" type="checkbox"/> LIST OF SUBCONTRACTORS	17
<input checked="" type="checkbox"/> EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	18
<input checked="" type="checkbox"/> PUBLIC CONTRACT CODE STATEMENTS	19-20
<input checked="" type="checkbox"/> NONCOLLUSION AFFIDAVIT*	21
<input checked="" type="checkbox"/> DEBARMENT AND SUSPENSION CERTIFICATION*	22
<input checked="" type="checkbox"/> NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS*	23
<input checked="" type="checkbox"/> DISCLOSURE OF LOBBYING ACTIVITIES*	24

* Signing the bid form constitutes acceptance and certification

DBE FORMS

The apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form, Exhibit 15-G, to the City of Turlock no later than 4:00 p.m. on the 5th calendar day after the bid opening. If you have not met the DBE goal of 7.4%, complete and submit the "DBE Information - Good Faith Efforts," Exhibit 15-H, to the City of Turlock no later than 4:00 p.m. on the 5th calendar day after bid opening. The Bidder's List of Subcontractors (DBE and NON-DBE)-PARTS I AND II should be turned in following the bid opening. The "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" form is due when the project is complete.

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the following unit prices, to wit:

BIDDER'S FORM

PROJECT TITLE: Signal Coordination on W. Monte Vista Ave, Golden State Blvd., and Geer Rd.

PROJECT NUMBER: 20-038 CML-5165 (096)

OPENING DATE: June 30, 2022

OPENING TIME: 10:00 AM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$10,000	\$10,000
2	Temporary Traffic Control	LS	1	\$500	\$500
3	2070 Traffic Signal Controller and Equipment	EA	15	\$10,060	\$150,900
4	Remove and Replace Ex. Cameras	EA	4	\$11,853	\$47,412
Subtotal					\$208,812

Bidder has examined and carefully studied the Bidding documents and other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged

ADDENDA

No. <u>1</u>	Date <u>06/23/22</u>	Signed 
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____

TOTAL BID WRITTEN IN FIGURES:

\$ 208,812.00
Two hundred eight thousand

TOTAL BID WRITTEN IN WORDS:

eight hundred twelve dollars and zero cents

CONTRACTOR:

St. Francis Electric, LLC.

COMPANY'S NAME: St. Francis Electric, LLC

BY: Andrew Amador

ADDRESS: 975 Carden St.
(Number) (Street)

San Leandro, CA. 94577
(City) (State) (ZIP)

CONTRACTOR'S PHONE #: (510) 639-0639

NOTE: CONTRACTOR WILL BE REQUIRED TO LIST THEIR LICENSE NUMBER, EXPIRATION DATE, AND APPROPRIATE STATEMENT REGARDING PERJURY AND SIGNED BY INDIVIDUAL AUTHORIZED TO DO SO. FAILURE TO INCLUDE THE ABOVE ITEMS MAY CAUSE SAID CONTRACTOR'S BID TO BE REJECTED.

St. Francis Electric, LLC, Contractor's License # 1003811, Class C10, A
(Company's Name)

Expires 5/31/23. DIR #: 1000022208

This information is true, is provided as per Section 7028.15 of the Business and Professions Code, and is made herein under penalty of perjury.

X  06/29/2022
(Bidder's Signature) (Date)

If the proposal is accepted and the undersigned shall fail to contract as aforesaid and fail to file with the City insurance certificates as required by said contract, within fourteen (14) days after the bidder has received notice from the City Engineer or his representative of the City of Turlock that the contract has been awarded to bidder and is ready for signature, the City of Turlock may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void.

Also accompanying this proposal is an affidavit of non collusion and questionnaire to general contractors, a statement of proposed sub contractors, if any, the address of mill, shop or office of any sub contractor, and a statement of work to be performed by sub contractors.

The names and addresses of persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state true name of firm, also names of all individual co partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

Licensed in accordance with an act providing for the registration of Contractors,
License No. 10038111 Expiration Date 05/31/2023.

DIR# 1000022208 EXP 6/3/23

DATED: 6/29, 2022

Address: 975 Carden St. San Leandro, CA. 94577

Phone: (510) 639-0639

X 

Signature of Bidder
St. Francis Electric, LLC.

Robert Spinardi - President, Andrew Amador - Vice President

Guy Smith - Secretary, Karla Brauer - Treasurer

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co partnership; and, if bidder is an individual, his signature shall be placed above. If a signature is by an agent other than an officer of a corporation or a member of the partnership, a Power of Attorney must be on file with the City Clerk prior to opening or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

EXHIBIT B
PAYMENT BY FORCE ACCOUNT

For work paid by force account, the City Engineer compares City's records to Contractor's daily force account work report. When the City Engineer and Contractor agree on the contents of the daily force account work reports, the City Engineer accepts the report and City pays for the work. If the records differ, City pays for the work based only on the information shown on City's records. If a subcontractor performs work at force account, work paid at force account will be accepted at an additional 2 percent (2%) markup to the total cost of that work, including markups, as reimbursement for additional administrative costs. The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit. If an item's unit price is adjusted for work-character changes, City excludes Contractor's cost of determining the adjustment. Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

A. Labor. Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 5 percent (5%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:

1. Employer payment to the worker for:
 - 1.1 Basic hourly wage
 - 1.2 Health and welfare
 - 1.3 Pension
 - 1.4 Vacation
 - 1.5 Training
 - 1.6 Other State and federal recognized fringe benefit payments

2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
 - 2.1 Workers' compensation insurance
 - 2.2 Social security
 - 2.3 Medicare
 - 2.4 Federal unemployment insurance
 - 2.5 State unemployment insurance
 - 2.6 State training taxes

3. Subsistence and travel allowances paid to the workers

4. Employer payment to supervisors, if authorized

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

- (a) Home office overhead
- (b) Field office overhead
- (c) Bond costs
- (d) Profit
- (e) Labor liability insurance
- (f) Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

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

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

C. Equipment Rental. Equipment rental payment is full compensation for:

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

If Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original

location. If Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

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

The City Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
 - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
 - 1.2. Current during the work paid by force account.
 - 1.3. Regardless of equipment ownership but City uses the rental document rates or minimum rental cost terms if:
 - 1.3.1. Rented from equipment business Contractor does not own.
 - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the City Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. Contractor may submit cost information that helps the City Engineer establish the rental rate but City uses the rental document rates or minimum rental cost terms if:
 - 2.1. Rented from equipment business Contractor does not own.
 - 2.2. The City Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

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

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

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

1. Contractor submits a request to use rented equipment

2. Equipment is not available from Contractor's normal sources or from one of Contractor's subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. The City Engineer authorizes the equipment source and the rental rate before Contractor uses the equipment

D. Equipment on the Job Site. For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

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

E. Equipment Not on the Job Site Required for Original-Contract Work. For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours

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

F. Equipment Not on the Job Site Not Required for Original-Contract Work. For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

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

G. Non-Owner-Operated Dump Truck Rental. Contractor shall submit the rental rate for non-owner-operated dump truck rental to City. The City Engineer shall determine the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

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

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

EXHIBIT C
WORKERS' COMPENSATION INSURANCE CERTIFICATION

Pursuant to Section 18(b) of the Agreement, Contractor certifies as follows:

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

Signed: _____

Date: _____

(Typed or Printed Name)

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

Business Phone: () _____

EXHIBIT D
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to **ST FRANCIS ELECTRIC**, hereinafter designated as the “Principal,” a contract for **Project No. 20-038, “Signal Coordination on W. Monte Vista Ave, Golden State Blvd., and Geer Rd. CML-5165 (096)”**; and,

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

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

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

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

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

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

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal)

Witness _____

Approved as to form:

Risk Manager

EXHIBIT E
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to **ST FRANCIS ELECTRIC**, hereinafter designated as the “Principal”, a contract for **Project No. 20-038, “Signal Coordination on W. Monte Vista Ave, Golden State Blvd., and Geer Rd. CML-5165 (096)”**; and

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

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

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

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

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

(Attach Notarial Acknowledgment)

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

By _____
Attorneys-in-Fact
Title _____

(Attach Notarial Acknowledgment)

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

(Seal) **Witness** _____

Approved as to form:

Risk Manager

35. Required Contract Provisions For Federal-Aid Construction Contracts

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

FHWA-1273 -- Revised May 1, 2012

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such

identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

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

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

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

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

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

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

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

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

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

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

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

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

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

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

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

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions

have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

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

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the

wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such

territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from

an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly,

and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction

under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

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

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

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

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

* * * * *

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

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

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

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

City Council Staff Report

August 9, 2022



From: Dan Madden, Interim Public Works Director

Prepared by: Mark Crivelli, Recreation Supervisor

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a Memorandum of Understanding between the City of Turlock and Turlock Youth Soccer Association (TYSA) for use of the Turlock Regional Sports Complex to offer youth soccer programs and tournaments for a period of three (3) years

2. SYNOPSIS:

Approving a Memorandum of Understanding (MOU) with Turlock Youth Soccer Association (TYSA) for use of the Turlock Regional Sports Complex for youth soccer programs and tournaments.

3. DISCUSSION OF ISSUE:

The City of Turlock and Turlock Youth Soccer Association (TYSA) have successfully partnered to offer safe athletic opportunities in the community for the past 20+ years. The City of Turlock and TYSA are desiring to renew the MOU, referenced as Attachment B, for an additional three (3) years. Approval of the MOU will authorize TYSA's exclusive use of the Turlock Regional Sports Complex during summer and fall months for youth soccer programs and competitive soccer tournaments, beginning August 2022 and continuing for three (3) consecutive years.

TYSA will pay a daily use fee for assigned dates including tournament dates to the City of Turlock. TYSA will also remit use fees to the City of Turlock for parking during tournament weekends at a fifty/fifty (50/50) percentage split. The collected fees are deposited into account number 205-60-602.37060_001 "Sports Facilities Rentals".

4. BASIS FOR RECOMMENDATION:

- A. The Agreement with Turlock Youth Soccer Association (TYSA) will promote use of the Turlock Regional Sports Complex through recreation league play along with competitive soccer tournaments at the City sports facility.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

At the conclusion of the 2022 season, the City of Turlock will invoice TYSA for use of the Turlock Regional Sports Complex, at a rate of One Thousand Five Hundred Six Dollars and no cents (\$1,506.00) per day for league games and per day for tournament use. Each subsequent year of the agreement an annual adjustment based on the Engineering News-Record (not to exceed 6%). All monies collected will post to account number 205-60-602.37060_001 "Sports Facilities Rentals".

6. STAFF RECOMMENDATION:

Staff recommends approving the Agreement with Turlock Youth Soccer Association for use of Turlock Regional Sports Complex.

7. CITY MANAGER'S COMMENTS:

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. City Council could choose not to renew the Agreement with TYSA to use the Turlock Regional Sports Complex. With this alternative, there could be a potential loss of revenue through facility rentals, as well as a loss of affordable youth sports activities in the community.

10. ATTACHMENTS:

- A. Resolution
- B. Agreement 2023-00000014 with Turlock Youth Soccer Association for use of Turlock Regional Sports Complex

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A	}	RESOLUTION NO. 2022-
MEMORANDUM OF UNDERSTANDING	}	
BETWEEN THE CITY OF TURLOCK AND	}	
TURLOCK YOUTH SOCCER ASSOCIATION	}	
(TYSA) FOR USE OF THE TURLOCK REGIONAL	}	
SPORTS COMPLEX TO OFFER YOUTH	}	
SOCCER PROGRAMS AND TOURNAMENTS	}	
FOR A PERIOD OF THREE (3) YEARS	}	

WHEREAS, The City of Turlock and Turlock Youth Soccer Association (TYSA) have successfully partnered together for more than twenty (20) years; and

WHEREAS, TYSA offers youth soccer programs and tournaments at the Turlock Regional Sports Complex; and

WHEREAS, TYSA will remit payment in accordance with the Memorandum of Understanding (MOU) for use of the fields at Turlock Regional Sports Complex; and

WHEREAS, the City of Turlock and TYSA request to renew the MOU to continue renting the Turlock Regional Sports Complex for youth soccer activities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the Memorandum of Understanding between the City of Turlock and Turlock Youth Soccer Association (TYSA) for use of the Turlock Regional Sports Complex to offer youth soccer programs and tournaments for a period of three (3) years.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August 2022, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

Julie Christel, City Clerk
 City of Turlock, County of Stanislaus,
 State of California



MEMORANDUM OF UNDERSTANDING
between
CITY OF TURLOCK
and
TURLOCK YOUTH SOCCER ASSOCIATION
For
USE OF TURLOCK REGIONAL SPORTS COMPLEX
Contract No. 2023-0000014

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”) is entered into by and between the CITY of Turlock (hereinafter “CITY”) and Turlock Youth Soccer Association (hereinafter “TYSA”) as of the 9th day of August, 2022.

WHEREAS, CITY has constructed the Turlock Regional Sports Complex (hereinafter “Facility”) utilizing funds from the County of Stanislaus, a grant from the State of California, CITY funds and monies contributed to the Facility; and

WHEREAS, TYSA provides organized soccer competition for the youth of Turlock and the southern portion of Stanislaus County;

NOW, THEREFORE, the parties agree as follows:

1. TYSA shall be entitled to the exclusive use of the Facility for soccer from 7:00 A.M. to 5:30 P.M. for twelve (12) consecutive Saturdays beginning on the third Saturday of August, with exception of Labor Day weekend of each year of this MOU (hereinafter “Regular Season”).
2. TYSA shall be entitled to the exclusive use of the Facility from 7:00 A.M. to 5:30 P.M. for one Saturday mutually agreed upon in August for annual “Kickoff Event”.
3. TYSA shall be entitled to the exclusive use of the Facility from 7:00 A.M. to 5:30 P.M. for competitive soccer tournaments sponsored by TYSA to be held for two (2) days during a mutually agreed upon weekend in July, October, November or December of each year of this MOU.
4. The CITY will allow TYSA to administer and staff the parking lot concession at the Facility for the dates which they host tournaments. TYSA shall split all revenue received from the parking concession with the CITY on a 50/50 basis. The fees for operating the parking concession are payable within 72 hours from the conclusion of the tournament.
5. The term of this MOU shall be three (3) years beginning August 9, 2022 and ending August 8, 2025.
6. For the 12-week period of TYSA’s Regular Season, the storage facility shall be made available to TYSA without cost. If TYSA desires to utilize the storage facility in the off-season, it will pay a One Hundred Dollar (\$100) monthly rental fee.
7. CITY shall be responsible for maintenance of the Facility, providing trash receptacles, placement of field lines, and assisting in deployment (but not set-up) of goal cages.

8. For the 2022 Regular Seasons, TYSA shall pay a base rental of One Thousand Five Hundred Six Dollars (\$1,506) per day, plus an annual adjustment based on increases in the Engineering News-Record (not to exceed 6%) for each subsequent year.
9. The daily rental for TYSA tournaments shall be a base rental fee of One Thousand Five Hundred Six Dollars (\$1,506) for the year 2022. In subsequent years, the rental amount shall be adjusted annually by the Engineering News-Record as set forth above.
10. All rent shall be paid forty-eight (48) hours in advance of use. Failure to timely pay shall result in cancellation of any scheduled use.

11. INSURANCE AND INDEMNIFICATION

CITY INSURANCE REQUIREMENTS: TYSA shall not commence use of facilities under this Agreement until TYSA has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall TYSA allow any other person to use the facilities until all similar insurance required of the person seeking to use the facilities shall have been so obtained and approved. TYSA shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of facility hereunder by TYSA, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract. Insurance coverage shall be at least as broad as:

(a) Commercial General Liability

- a. TYSA shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. TYSA's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

(b) Business Automobile Liability

- a. TYSA shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

(c) Workers' Compensation and Employers' Liability

- a. TYSA shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000).

- (d) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (b) TYSA shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (e) Other Insurance Provisions: The commercial general liability business automobile liability, and workers' compensation policies are to contain, or be endorsed to contain, the following provisions:
 - a. CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of TYSA; and with respect to liability arising out of work or operations performed by or on behalf of TYSA, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to TYSA insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.
 - b. For any claims related to this project, TYSA's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of TYSA's insurance and shall not contribute with it.
 - c. Notice of cancellation or coverage change is required. Each policy of insurance required by this Agreement shall be endorsed to provide CITY a minimum of thirty (30) days' written notice of cancellation or nonrenewal.
 - d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- (f) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- (g) Verification of Coverage: TYSA shall furnish CITY with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

- (h) **Waiver of Subrogation:** With the exception of professional liability, TYSA hereby agrees to waive subrogation which any insurer of TYSA may acquire from TYSA by virtue of the payment of any loss. The commercial general liability policy shall be endorsed to contain a waiver of subrogation in favor of CITY, it's officers, agents, employees and volunteers for all work performed by TYSA, its agents, employees, and subcontractors. TYSA shall submit to CITY, along with the required certificates of insurance, a waiver of subrogation endorsement in favor of City, it's officers, agents, employees, and volunteers.

12. TYSA INDEMNIFICATION OF CITY: TYSA shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, including without limitation, its provision of organized soccer competition for youth and its use of the CITY facilities specified in the MOU, caused in whole or in part by any negligent act or omission of TYSA, its directors, officers, employees, agents, subcontractors, volunteers, participants, family members sponsoring participants, and anyone directly or indirectly employed by any of them, any board members, volunteers, participants, family members, except where caused by the active negligence, sole negligence or willful misconduct of CITY. TYSA agrees that failure to take all actions to keep in effect the insurance it is required to maintain under this MOU or failure to comply with other requirements of this MOU, including without limitation, abiding by the requirements of Section 25, constitute negligent acts or omissions or both under these indemnity provisions.

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

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

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

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

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

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

14. **VOLUNTARY TERMINATION:** Either party may terminate this Agreement without cause or legal excuse by providing thirty (30) days written notice to the other party.
15. **CONFORMANCE WITH FEDERAL AND STATE LAW:** All equipment, supplies and services used and/or provided by TYSA in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.
16. **NONDISCRIMINATION:** In connection with the execution of this Agreement, TYSA shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. TYSA shall take affirmative action to ensure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. TYSA shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, TYSA shall comply with the provisions of Section 1735 of the California Labor Code.
17. **ENTIRE AGREEMENT AND MODIFICATION:** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. TYSA shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. TYSA specifically acknowledges that in entering into and executing this Agreement, TYSA relies solely upon the provisions contained in this Agreement and no others.
18. **OBLIGATIONS OF TYSA:** Throughout the term of this Agreement, TYSA shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. TYSA will maintain a valid Non-Profit status and Non-profit business license from the CITY of Turlock during the length of the MOU. TYSA must be registered with the Secretary of the State and also have a tax exemption certificate issued by the IRS & California Franchise Tax Board. A "Statement of Good Standing" from the Secretary of State must also accompany these documents. TYSA warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities and other resources necessary to provide the CITY with the services contemplated by this Agreement. TYSA further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.
19. **NEWS AND INFORMATION RELEASE:** TYSA agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the CITY Manager.

20. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the State of California.
21. **EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE:** TYSA shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*
22. TYSA understands the utilization of the Facilities provided for by this MOU is subject to existing CITY rules and regulations for use of CITY parks and facilities, and such other reasonable rules as may be necessary to provide for orderly and enjoyable use by everyone.
23. **NOTICE:** Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

CONTRACTOR: TURLOCK YOUTH SOCCER ASSOCIATION
ATTN: AARON DONAHUE
340 E. OLIVE AVE
TURLOCK, CA 95380
PHONE: (209) 668-4625
FAX: N/A

CITY: CITY OF TURLOCK
ATTN: DAN MADDEN
PUBLIC WORKS DEPARTMENT
144 S. BROADWAY
TURLOCK, CA 95380-5456
PHONE: (209) 668-5594 Ext. 4601
FAX: (209) 668-5619

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

Mark Crivelli
City of Turlock, Public Works Department
Recreation Division
144 S. Broadway
Turlock, California 95380-5456
Telephone: (209) 668-5594 x 4603
E-mail: mcrivelli@turlock.ca.us

25. **CITY RULES AND REGULATIONS; PUBLIC HEALTH GUIDANCE:**

(a) **CITY RULES AND REGULATIONS.** TYSA understands the utilization of the facilities provided for by this MOU is subject to existing rules and regulations for use of CITY parks and facilities, any public health guidance the CITY is operating under, and such other reasonable rules and regulations as may be necessary to

provide for orderly and enjoyable use by everyone and for the public health, safety, and welfare. TYSA agrees to comply with all of the foregoing, as amended, revised, or updated from time to time.

(b) **PUBLIC HEALTH GUIDANCE - GENERALLY.** TYSA agrees to comply with any applicable public health orders, directives or guidance, or amendments, revisions, or updates thereto whether from local, state, or federal public health authorities (together, "Guidance") that is in effect during its activities. Such measures to comply may include, but not be limited to the following when such Guidance is in effect:

- a. TYSA understands the Guidance may come in various forms such as guidance for a general purpose such as operating outdoor recreation facilities or for a particular sport or activity such as outdoor youth recreation. In addition, Guidance may refer to other orders, directives or guidance that may be deemed mandatory. TYSA agrees to comply with all such Guidance.
- b. Providing City a copy of any prevention plan required by Guidance;
- c. Training, both initially and with refresher sessions, any persons coaching, directing, or participating in TYSA's activities on how to comply with Guidance.
- d. Delivering to its participants and sponsoring family members a copy of any Guidance it is operating under and not just a summary or reworking of the Guidance. In addition, it will provide a copy of any amendments, revisions, or updates to Guidance.
- e. If under any Guidance TYSA is required to obtain signed written consents, waivers, or similar agreements from its participants or sponsoring family members, or both, such shall include use of CITY facilities ("Consents"). TYSA shall obtain Consents for each season that any Guidance requiring such is effective.
- f. If the activities undertaken by TYSA are suspended again by applicable GUIDANCE, TYSA agrees to suspend its activities.

26. NO THIRD PARTY BENEFICIARIES. This MOU is intended for the convenience and benefit solely of TYSA and CITY and is not for the benefit of, nor may any provision be enforced by, any other person, entity or third party.

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

Turlock Youth Soccer Associations

By: _____

Title: _____

Print Name: _____

Date: _____

CITY OF TURLOCK, a municipal corporation

By: _____

Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

George A. Petrulakis, City Attorney

Date: _____

ATTEST:

By: _____

Julie Christel, City Clerk

Date: _____

City Council Staff Report

August 9, 2022



From: Dan Madden, Public Works Interim Director

Prepared by: Mark Crivelli, Recreation Supervisor

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a Memorandum of Understanding (MOU) between the Stanislaus County Office of Education, the City of Turlock, and the Turlock Unified School District authorizing the acceptance of an allocation of funds and execution of a grant MOU to implement the After-School Education and Safety (ASES) Program for the 2022-2023 school year

2. SYNOPSIS:

Approving a Memorandum of Understand (MOU) for contract No. 2023-00000022 for the execution of a grant MOU to implement the After-School Education and Safety (ASES) Program.

3. DISCUSSION OF ISSUE:

In 2002 an initiative to fund after school programs was created by civilian Arnold Schwarzenegger. The initiative was approved by the voters in 2002; however, it could not be implemented until the state had a balanced budget with surplus funds. In 2006, under then Governor Schwarzenegger, the budget was balanced and under Proposition 49, \$550 million of state funding was allocated annually to after school programs. The City of Turlock was granted Proposition 49 state funding to implement the ASES Program.

Since 2006, the City of Turlock along with the Stanislaus County Office of Education (SCOE), and the Turlock Unified School District (TUSD), specifically Brown Elementary School, Crowell Elementary School, Cunningham Elementary School, Osborn Elementary School, Turlock Jr. High School, and Wakefield Elementary School have worked together to provide after school programs. The after-school programs are coordinated and implemented through the Project SAFE (Supporting After School for Everyone) Consortium. The goal of the Consortium is to provide safe, meaningful opportunities for students during after school hours. All

participating agencies agree the implementation of the ASES Program furthers this goal. At four of the five (5) elementary school sites, the ASES program serves up to 90, Wakefield serves up to 75, 1st – 6th grade students daily. At the junior high school site, the ASES program serves up to 140 7th & 8th grade students daily.

The goal of the ASES program is to improve academic assistance to students and broaden the base of support for education in a safe, constructive environment during non-school hours. The program provides literacy, academic enrichment and safe, constructive alternatives for students. The following are ASES grant requirements:

1. The program will provide one hour of academic instruction daily.
2. All students must attend five days per week.
3. The program will provide a daily snack for students.
4. The program will provide daily enrichment activities.

4. BASIS FOR RECOMMENDATION:

- A. The Public Works Department, Recreation Division has limited or no funds to financially support this program, thus additional funds from grant sources are needed to offer after school programs for children in the community.
- B. Funding through the Project Safe ASES Program grant provides \$105,596.41 per site per year for Brown, Crowell, Cunningham, and Osborn Elementary Schools, \$95,190.51 for Wakefield Elementary School and \$96,105.22 for the Turlock Junior High School, for a total of \$613,681.37.
- C. By entering into this MOU, the City would be able to leverage resources to increase needed Recreation programs for community youth.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The attached MOU reflects the 2022/23 budget. There will be no impact to the General Fund.

6. STAFF RECOMMENDATION:

Staff recommends approving the MOU with SCOE to offer the ASES program at the six Turlock School sites.

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

- A. Deny the approval of the MOU. Staff does not recommend this as there is a need for enhanced after school programs within the community and without these funds, the Public Works Department, Recreation Division would not be able to provide staffing, equipment or supplies to meet this need. Not entering into this MOU would limit the number of children who would be eligible to participate in the after-school programs. In addition, the Public Works Department, Recreation Division would have to continue seeking additional grants and community donations for the after-school programs at these school sites.

10. ATTACHMENTS:

- A. Resolution
- B. Memorandum of Understanding contract number 2023-00000022 between Stanislaus County Office of Education, Turlock Unified School District and the City of Turlock for the ASES program.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE }
 MEMORANDUM OF UNDERSTANDING }
 (MOU) BETWEEN THE STANISLAUS }
 COUNTY OFFICE OF EDUCATION, THE }
 CITY OF TURLOCK, AND THE TURLOCK }
 SCHOOL DISTRICT AUTHORIZING THE }
 ACCEPTANCE OF AN ALLOCATION OF }
 FUNDS AND EXECUTION OF A GRANT }
 MOU TO IMPLEMENT THE AFTER-SCHOOL }
 EDUCATION AND SAFETY (ASES) }
 PROGRAM FOR THE 2022-2023 SCHOOL }
 YEAR }
 _____ }

RESOLUTION NO. 2022-

WHEREAS, in 2002 an initiative to fund after school programs was created by civilian Arnold Schwarzenegger; and

WHEREAS, the City of Turlock was granted Proposition 49 state funding to implement the ASES Program; and

WHEREAS, the City of Turlock along with the Stanislaus County Office of Education (SCOE), and the Turlock Unified School District (TUSD), specifically Brown Elementary School, Crowell Elementary School, Cunningham Elementary School, Osborn Elementary School, Turlock Jr. High School, and Wakefield Elementary School have worked together to provide after school programs since 2006; and

WHEREAS, the City of Turlock provides a safe, healthy and enriching environment for school age children in the after school programs.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby approve the Memorandum of Understanding (MOU) between the Stanislaus County Office of Education, the City of Turlock, and the Turlock Unified School District authorizing the acceptance of an allocation of funds and execution of a grant MOU to implement the After-School Education and Safety (ASES) Program for the 2022-2023 school year.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August 2022, by the following vote:

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

ATTEST:

 Julie Christel, City Clerk
 City of Turlock, County of Stanislaus,
 State of California

MEMORANDUM OF UNDERSTANDING
BETWEEN
STANISLAUS COUNTY OFFICE OF EDUCATION
AND
CITY OF TURLOCK
AND
TURLOCK UNIFIED SCHOOL DISTRICT
AND

WALTER BROWN ELEMENTARY, CROWELL ELEMENTARY, CUNNINGHAM
ELEMENTARY, OSBORN TWO-WAY IMMERSION ACADEMY, TURLOCK JR. HIGH
AND WAKEFIELD ELEMENTARY

This Memorandum of Understanding stands as evidence that the Stanislaus County Office of Education ("SCOE") and City of Turlock and Turlock Unified School District and Walter Brown Elementary, Crowell Elementary, Cunningham Elementary, Osborn Two-Way Immersion Academy, Turlock Jr. High and Wakefield Elementary intend to work together with Project SAFE (Supporting After School for Everyone) Consortium towards the mutual goal of providing safe, meaningful opportunities for students during the after school hours in Region 6 counties of Stanislaus, Tuolumne and Calaveras. All agencies agree that the implementation of the ASES (After School Education and Safety Program), as described herein, will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services every regular instructional day based on a 180 day school calendar and providing SCOE with all information and documentation pursuant to the deadlines set forth herein July 1, 2022 through June 30, 2023:

City of Turlock:

Grant Award - ASES CORE Award: \$613,681.37

TOTAL GRANT AWARD: \$613,681.37

Turlock USD:

Grant Award - ASES CORE Award: \$186,956.07

TOTAL GRANT AWARD: \$186,956.07

(See site break-down below)

SCOE will:

- Serve as fiscal agent for the collaborative and ensure fiscal compliance with California Department of Education ("CDE") guidelines. Payments are scheduled to be made to the District each fiscal year as follows: 50% to site within 30 days of CDE's first payment made to SCOE and receipt of prior fiscal year close-out reports; 15% in January; 15% in April; 10% in June; and the final 10% by August 15th, after the close-out report from the applicable year is submitted and received by SCOE. Early submission of close-out reports will result in early payments when feasible. This award is made contingent upon

the availability of funds from the CDE to SCOE. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

- ❑ Conduct both a mid-year audit on or before January 1st each year of this MOU and a year-end audit each year of this MOU to verify that every ASES site maintains adequate and accurate attendance records in addition to providing periodic program and fiscal reports required by the CDE, including the number of pupils served and expenditure of funds for which they were granted. If any of SCOE's audits determine that an ASES site fails to satisfactorily maintain said records or fails to produce said fiscal reports within required deadlines, SCOE may terminate this agreement, and the District administering the ASES program may be dropped from the consortium, in order to maintain the entire funding amount for SCOE consortium and remain in good standing with CDE.
- ❑ Collaborate with other partners to provide technical assistance and trainings to sites and program staff including staff development.
- ❑ Serve as liaison between CDE and Districts/Sites.
- ❑ Compile data from sites for evaluation and oversee evaluation.
- ❑ Create marketing campaign for sites that need to boost attendance.
- ❑ Coordinate and participate in six consortium meetings throughout the year to review results, share information and best practices and develop strategies to improve after school programs.
- ❑ Provide each site with a Technical Assistance Coordinator that helps with all technical assistance needs and conducts three site visits to each program throughout the year.
- ❑ Collaborate with community partners and advisory committee to encourage community support that enhances programs throughout the region.
- ❑ Make every effort to meet the 33% match requirement, minus the 25% of the 33% facility usage match.
- ❑ Receive the amount for each site: Walter Brown (\$22,891.82), Crowell (\$22,891.82), Cunningham (\$22,891.82), Osborn (\$22,891.82), Turlock Jr. High (\$30,522.42) and Wakefield (\$19,199.25).

City of Turlock will:

- ❑ Administer after school programs at school.
- ❑ Operate after school programs for a minimum of 3 hours every regular instructional school day and until 6:00 pm with a staff/student ratio of no more than 20 to 1.
- ❑ Ensure that funds from ASES will supplement, not supplant, existing services and funds.
- ❑ Provide literacy/education component that includes either tutoring or homework assistance, an academic component aligned with state standards focused on a core content subject area (language arts/math/history/science or computer training), enrichment and youth development activities that support the school's core curriculum and district/state standards.
- ❑ Conduct an annual fiscal audit and keep adequate, accurate attendance records for ASES in addition to providing periodic program and fiscal reports required by the CDE including the number of pupils served on a monthly basis and expenditure of funds reports for which they were granted each quarter. If expenditure reports are not received by the deadline then future payments will be delayed. Further, SCOE reserves the right to terminate the District's membership in the consortium if said reports are not received by the required deadline.
- ❑ Submit annual operating budget.

- ❑ Assign district and/or site representatives to participate in six consortium meetings throughout the year to review results, share information and best practices and develop strategies to improve after school programs.
- ❑ Receive 85% site allocation and can only be spent on direct services for students and 15% of the grant funds will go to SCOE to participate in consortium (all indirect and administrative cost allowances). Sites have the option to budget 1% of their site allocation for administrative costs, and this should be documented in initial budget submission.
- ❑ Receive the amount for each site: Walter Brown (\$105,596.41), Crowell (\$105,596.41), Cunningham (\$105,596.41), Osborn (\$105,596.41), Turlock Jr. High (\$96,105.22) and Wakefield (\$95,190.51).

School will:

- ❑ Operate after school program for a minimum of 3 hours every regular instructional school day and until 6:00 pm with a staff/student ratio of no more than 20 to 1.
- ❑ Establish an early release policy and send copy of board approval to SCOE.
- ❑ Provide a nutritional snack daily that meets USDA requirements.
- ❑ Provide literacy/education component that includes either tutoring or homework assistance, an academic component aligned with state standards focused on a core content subject area (language arts/math/history/science or computer training), enrichment and youth development activities that support the school's core curriculum and district/state standards.
- ❑ Conduct an annual fiscal audit and keep adequate, accurate attendance records for ASES in addition to providing periodic program and fiscal reports required by the CDE including the number of pupils served on a monthly basis and expenditure of funds reports for which they were granted each quarter. If expenditure reports are not received by the deadline then future payments will be delayed. Further, SCOE reserves the right to terminate the District's membership in the consortium if said reports are not received by the required deadline.
- ❑ Submit annual operating budget.
- ❑ Commit resources including appropriate facility usage (25% of 33% match requirement) for program.
- ❑ Identify appropriate community partners including youth and parents.
- ❑ Receive the amount for each site: Walter Brown (\$24,123.90), Crowell (\$24,123.90), Cunningham (\$24,123.90), Osborn (\$24,123.90), Turlock Jr. High (\$76,855.20) and Wakefield (\$13,605.27).

My signature below certifies that I understand the terms and conditions of this agreement and will fully participate in the implementation of the program and services described herein. I understand that failure to abide by the terms and conditions of this MOU may result termination from the consortium.

SCOE Prevention Programs
Consortium Lead After School Programs

District Superintendent

School Principal

School Principal

School Principal

School Principal

School Principal

City of Turlock Rep

School Principal

SCOE Deputy Superintendent of
Business Services

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

Stanislaus County Office of Education

By: _____

Title: _____

Print Name: _____

Date: _____

CITY OF TURLOCK, a municipal corporation

By: _____

Reagan M. Wilson, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

George A. Petrulakis, City Attorney

Date: _____

ATTEST:

By: _____

Julie Christel, City Clerk

Date: _____

City Council Staff Report

August 9, 2022



From: Isaac Moreno, Finance Director

Prepared by: Lisa Quiroga, Purchasing Supervisor

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving Amendment No. 2 to an Agreement between the City of Turlock and Joe Gomes and Sons, Inc. for card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment to increase the annual compensation amount to \$760,000

2. SYNOPSIS:

Approving Amendment No. 2 to an Agreement between the City of Turlock and Joe Gomes and Sons, Inc. for card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment to increase the annual compensation amount to \$760,000

3. DISCUSSION OF ISSUE:

On August 11, 2020 the City Council approved an Agreement with Joe Gomes and Sons, Inc. for card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment in an annual amount of \$600,000.

The card lock fueling system is used to fuel all City owned vehicles and equipment with unleaded, premium/supreme, and diesel fuel. The cost per gallon is based on the weekly Oil Prices Information Service (OPIS) index for the Stockton, California market area. OPIS is an oil price information service which tracks wholesale prices for major distributors in over 50,000 cities.

Contract prices for all gasoline and diesel fuel is based on the weekly average prices obtained from OPIS, freight, markup and federal, state, and local taxes. Fuel dispensing is at a primary local point of sale accessible to city staff daily twenty-four (24) hours a day. In the event fuel pumps are temporarily out of service at the primary location staff may obtain fuel at the multiple locations within the city limits.

Within last few months fuel prices have increased by 50%. Therefore, on July 19, 2022 the City Manager approved Amendment No. 1 increasing the contract amount by an additional \$60,000 for an annual compensation of \$660,000. Per TMC 2-7-10 (a)(1)(i) the City Manager shall have the authority to approve in writing any amendment including contract price not to exceed ten (10%) percent of the contract price approved by the City Council.

Unfortunately, at this time due to the volatile gas price increases additional compensation is required in order to continue paying fuel related invoices in a timely manner. Amendment No. 2 will increase the contract by an additional \$100,000 bringing the total annual compensation to \$760,000.

4. BASIS FOR RECOMMENDATION:

- A. Additional compensation is needed in order for staff to continue purchasing fuel for vehicles and equipment.
- B. City staff must have twenty-four (24) hour access to fuel vehicles and equipment at a primary and/or additional local point of sale.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

This amendment effects all City Departments and financially impacts multiple funds including the General. Internal budget transfers will be utilized to cover any budget shortfall in fiscal year 2021-2022.

Whereas, appropriate budget allocation was authorized during the budget process for fiscal year 2022-2023. Therefore, no appropriation of addition funds or transfers are need at that this time.

Budget Amendment

None

6. STAFF RECOMMENDATION:

Amending the Agreement with Joe Gomes and Sons, Inc. will ensure the City will be able to continue fueling vehicles and equipment for staff to complete their daily tasks in order for the City to remain operational.

7. CITY MANAGER'S COMMENTS:

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

N/A

9. ALTERNATIVES:

A. Council may choose not to approve Amendment No. 2 to the Agreement with Joe Gomes and Sons, Inc.; however, this alternative is not recommended as City vehicles and equipment require gasoline for staff to complete their daily tasks in order for the City to remain operational.

10. ATTACHMENTS:

- A. Resolution
- B. Amendment No. 2

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AMENDMENT }
NO. 2 TO AN AGREEMENT BETWEEN THE CITY }
OF TURLOCK AND JOE GOMES AND SONS, }
INC. FOR CARD-LOCK FUELING SERVICES }
FOR GASOLINE AND DIESEL FUEL FOR ALL }
CITY OWNED VEHICLES AND EQUIPMENT TO }
INCREASE THE ANNUAL COMPENSATION }
AMOUNT TO \$760,000 }

RESOLUTION NO. 2022-

WHEREAS, the City of Turlock utilizes a card lock fueling system to fuel all City owned vehicles and equipment with unleaded, premium/supreme, and diesel fuel; and

WHEREAS, on August 11, 2020 the City Council approved an Agreement with Joe Gomes and Sons, Inc. for these services in an annual amount of \$600,000; and

WHEREAS, on July 19, 2022 the City Manager approved Amendment No. 1 increasing the contract amount by an additional \$60,000 for an annual compensation of \$660,000. Per TMC 2-7-10 (a)(1)(i) the City Manager shall have the authority to approve in writing any amendment including contract price not to exceed ten (10%) percent of the contract price approved by the City Council; and

WHEREAS, at this time due to the volatile gas price increases additional compensation is required in order to continue paying fuel related invoices in a timely manner. Amendment No. 2 will increase the contract by an additional \$100,000 bringing the total annual compensation to \$760,000; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve Amendment No. 2 to an Agreement between the City of Turlock and Joe Gomes and Sons, Inc. for card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment to increase the annual compensation amount to \$760,000.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 2022, by the following vote.

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California



**AMENDMENT NO. 2
to the
Agreement between the
CITY OF TURLOCK
and
JOE GOMES & SONS, INC**

THIS AMENDMENT NO. 2, dated August 9, 2022, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **JOE GOMES & SONS, INC.** (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an Agreement dated August 11, 2020, whereby SUPPLIER will provide card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment (hereinafter the "Agreement"); and

WHEREAS, on July 19, 2022, the parties entered into Amendment No. 1 to the Agreement dated August 11, 2020, whereby SUPPLIER was to provide additional supply in accordance with Exhibit A to Amendment No. 1.

NOW, THEREFORE, the parties hereto mutually agree to amend said Agreement as follows:

1. Paragraph 4 of the Agreement is amended to read as follows:

"4. **COMPENSATION:** CITY agrees to pay SUPPLIER additional compensation in the amount of One Hundred Thousand and No/100^{ths} Dollars (\$100,000.00) in accordance with Exhibit A 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 annually exceed Seven Hundred and Sixty Thousand and No/100^{ths} Dollars (\$760,000.00). Such maximum amount shall be compensation for all of SUPPLIER's expenses incurred in the performance of the Agreement, Amendment No. 1 and this Amendment No. 2."
2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK, a municipal corporation

JOE GOMES & SONS, INC.

By: _____
Reagan M. Wilson, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

By: _____
Isaac Moreno, Finance Director

Date: _____

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Julie Christel, City Clerk



**AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
JOE GOMES & SONS, INC**

THIS AMENDMENT NO. 1, dated July 19, 2022, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **JOE GOMES & SONS, INC.** (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an Agreement dated August 11, 2020, whereby SUPPLIER will provide card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment (hereinafter the "Agreement").

NOW, THEREFORE, the parties hereto mutually agree to amend said Agreement as follows:

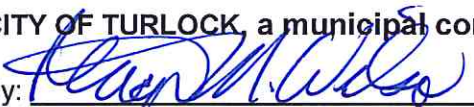
1. Paragraph 4 of the Agreement is amended to read as follows:

"4. **COMPENSATION:** CITY agrees to pay CONTRACTOR additional compensation in the amount of Sixty Thousand and No/100^{ths} Dollars (\$60,000.00) in accordance with Exhibit A attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement and this Amendment No. 1 shall not annually exceed Six Hundred Sixty Thousand and No/100^{ths} Dollars (\$660,000.00). Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement and this Amendment No. 1."

2. All other terms and conditions of the Agreement shall remain in full force and effect.

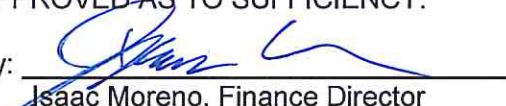
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK, a municipal corporation

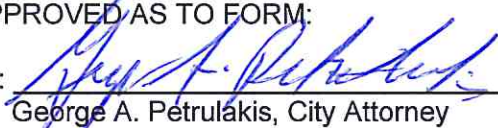
By: 
Reagan M. Wilson, City Manager

Date: 7/27/22

APPROVED AS TO SUFFICIENCY:

By: 
Isaac Moreno, Finance Director

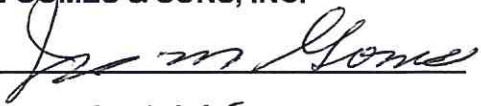
APPROVED AS TO FORM:

By: 
George A. Petruklakis, City Attorney

ATTEST:

By: 
Julie Christel, City Clerk

JOE GOMES & SONS, INC.

By: 

Title: owner

Print name: Joe M. Gomes

Date: 07/22/2022

Exhibit A

Dan,

Per agreement 2021-23, between Joes Gomes & Sons, Inc. and the City price increases are only allowed during the time of extension. As per section 6 of the agreement:

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

At this time due to freight rates needing to be benchmarked for California and Nevada Joe Gomes & Sons, Inc. has proposed a rate increase prior to the allowed contract extension. I have included the documentation of the rate increase along with the information provided by Joe Gomes & Sons, Inc. Please let me know if you have any questions and/or if you agree please sign the documentation with the rate increase.

Thank you,

Lisa

**CONTRACT NO. 2021-23
JOE GOMES & SONS, INC.**

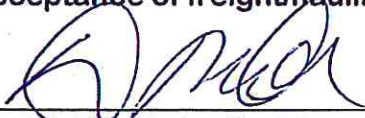
PRICING

Type of Fuel	Opis	Freight (Current Price)	Freight (Price Increase)	Markup
Unleaded Fuel (not less than 87 octane)	Varies	\$ 0.0392	0.0490	\$ 0.165
Premium/Supreme Fuel	Varies	\$ 0.0392	0.0490	\$ 0.165
Ultra-Low Sulfar Diesel	Varies	\$ 0.0464	0.0580	\$ 0.165

CA freight rates will be increased 25% effective 9/1/21

Freight rates to be benchmarked against current prices to ensure market equivalence.

Acceptance of freight/hauling increase.



Dan Madden, Acting City Manager



From: help_desk <help_desk@fleetcor.com>

Sent: Wednesday, August 25, 2021 7:46 AM

Subject: [JUNK]Network Notification: CA and NV Freight Rate Increase 9/1/21



FLEETWIDE

Network Notification ⚠



Network Notification

Date: August 25, 2021

To: CFN Marketers

Re: CA and NV Freight Rate Increase 9/1/21

Through the course of various customer meetings, several Marketers raised the issue of freight rates needing to be benchmarked against current prices to ensure market equivalence.

We received rate schedules from numerous carriers across the country. Overall, CFN freight rates were found to be in line or slightly above prevailing carrier rates. Two states were found to be deficient, California and Nevada. Accordingly, freight rates for these two states will be increased 25% effective 9/1/21.

Should you have any questions, please contact your Account Manager.

Elizabeth Quiroga

To: Carl Brown
Subject: RE: Network Notification: CA and NV Freight Rate Increase 9/1/21

From: Tammy Stephenson <Tammy@gomespetro.com>
Sent: Tuesday, September 7, 2021 4:51 PM
To: Janice Virgo <JVirgo@turlock.ca.us>
Subject: Fw: [JUNK]Network Notification: CA and NV Freight Rate Increase 9/1/21

Hi Janice,

I got a phone call about the haul rate change.

I have attached a copy of the email from CFN for you.

I couldn't find it when I was on the phone with him, so if you want to forward it to him that would be great.

I just don't remember his name.

Thank you!!

Thank you!!

Tammy Stephenson

Credit Manager

Joe Gomes & Sons, Inc.

Phone: 209-632-3111

FAX : 209-632-1503

Email: Tammy@gomespetro.com



AGREEMENT FOR SERVICES
between
THE CITY OF TURLOCK
and
JOE GOMES & SONS, INC.
for
GASOLINE AND DIESEL CARD LOCK FUELING SERVICE
CONTRACT NO. 2021-23

THIS AGREEMENT is made this 11TH day of August, 2020, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **JOE GOMES & SONS, INC.**, a California Corporation, hereinafter referred to as "SUPPLIER."

WITNESSETH:

WHEREAS, CITY has a need for card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment; and

WHEREAS, SUPPLIER has represented itself as duly trained, qualified, and experienced to provide such Products/Service, hereinafter referred to as "Products."

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

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

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

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

4. COMPENSATION: CITY agrees to pay SUPPLIER in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the annual sum of this Agreement exceed Six Hundred Thousand and No/100^{ths} Dollars (\$600,000.00). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective September 1, 2020 and end August 31, 2023, subject to CITY's availability of funds.

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

7. INSURANCE: CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to

commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

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

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

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

(d) Builder's Risk Insurance: Upon commencement of construction and with approval of City, CONSULTANT shall obtain and maintain Builder's Risk/Course of Construction insurance. Policy shall be provided for replacement value on an "all-risk" basis. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site, whether provided from within a Builder's Risk policy or through the addition of an Installation Floater. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. CONSULTANT shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

(e) Contractors Pollution Insurance: Pollution Coverage shall be provided on a Contractors Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than one million dollars (\$1,000,000) per claim. All activities contemplated in this

Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

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

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

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

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

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

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

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

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

(j) Verification of Coverage: CONSULTANT shall furnish City with original

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

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

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

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

8. INDEMNIFICATION:

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

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

9. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of SUPPLIER, its agents, officers, and employees and all others acting on behalf of SUPPLIER relating to the performance of this Agreement, shall be performed as independent contractors and not as agents,

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

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

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

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

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

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

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

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

11. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

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

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

13. NONDISCRIMINATION: In connection with the execution of this Agreement, SUPPLIER shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. SUPPLIER shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without

regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, SUPPLIER shall comply with the provisions of Section 1735 of the California Labor Code.

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

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

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

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

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

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

20. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or SUPPLIER to modify

the scope of Services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

for SUPPLIER: **JOE GOMES & SONS, INC.**
ATT: JOE GOMES
727 N. TULLY ROAD
TURLOCK, CA 95380
PHONE: (209) 632-3111
FAX: (209) 632-1503

for CITY: **CITY OF TURLOCK**
ATTN: ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5542
FAX: (209) 668-5695

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

Lisa Quiroga, Purchasing Coordinator
Administrative Services Department
156 S. Broadway, Suite 270
Turlock, California 95380-5454
Telephone: (209) 668-5402
E-mail: equiroga@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

By: 
Toby Wells, P.E., City Manager

Date: 8/24/2020

JOE GOMES & SONS, INC.

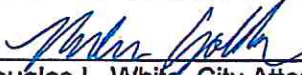
By: 

Title: owner

Print name: Joe M. Gomes

Date: 08/18/2020

APPROVED AS TO SUFFICIENCY:

By: 
For: Douglas L. White, City Attorney

ATTEST:

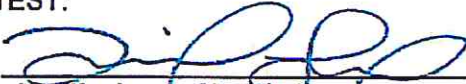
By: 
Jennifer Land, City Clerk

EXHIBIT A

"GASOLINE AND DIESEL FUEL CARD-LOCK FUELING SERVICES" PROPOSAL PRICING SHEET

We, the JOE GOMES & SONS, TNC Company, declare that we have carefully examined RFP No. 20-015 and propose to furnish products and/or services in full accordance with the terms and conditions specified herein. We hereby offer to provide the City with the specified fuel at the following differential cost above the weekly average of prices quoted for the Stockton, CA market by the Oil Price Information Service (taxes excluded).

FOR FUEL PURCHASED LOCALLY

OPIS PRICE DIFFERENTIAL (\$0.000 per gallon)

First Year August 2020 to July 30, 2021

Type of Fuel	Opis	Freight	Markup	Total
Unleaded Fuel (not less than 87 octane)	1.766	.0392	.10	\$ 1.9052
Premium /Supreme Fuel	2.055	.0392	.10	\$ 2.1942
Ultra-Low Sulfur Diesel	1.591	.0464	.10	\$ 1.7374

2nd Year August 2021 to July 30, 2022

Type of Fuel	Opis	Freight	Markup	Total
Unleaded Fuel (not less than 87 octane)	PRICE UNAVAILABLE	.0392	.10	\$ Opis price + freight & markup
Premium /Supreme Fuel	" "	.0392	.10	\$ " "
Ultra-Low Sulfur Diesel	" "	.10 .0464	.10	\$ " "

3rd Year August 2022 to July 30, 2023

Type of Fuel	Opis	Freight	Markup	Total
Unleaded Fuel (not less than 87 octane)	Price Unavailable	.0392	.10	\$ Opis price + freight & markup
Premium /Supreme Fuel	" "	.0392	.10	\$ " "
Ultra-Low Sulfur Diesel	" "	.0464	.10	\$ " "

Signature

President

JEFF GOMES

Print Name

Title

Date

6/26/2020

Bulk Tank			
Type of Fuel	Freight	Markup	Total
Unleaded Fuel (not less than 87 octane)	0.0592	0.12	.1792
Premium/Supreme Fuel	0.0592	0.12	.1792
Ultra-Low Sulfur Diesel	0.0664	0.12	0.1864

City Council Staff Report

August 9, 2022



From: Juan Tejeda, Regulatory Affairs Manager

Prepared by: Lupe Madrigal, Staff Services Technician

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the 2022 Public Health Goal Report for drinking water as required by Health and Safety Code Section 116470(b) and (c)

2. SYNOPSIS:

Accepting the 2022 Public Health Goal Report

3. DISCUSSION OF ISSUE:

In compliance with the Health and Safety Code Section 116470(b) and (c), water suppliers serving more than 10,000 service connections must prepare a Public Health Goal Report (Report) every three years. The report must state whether the water supplier has detected any contaminants in its drinking water in excess of Public Health Goals (PHGs), as set forth by the California Office of Environmental Health Hazard Assessment (OEHHA). A public hearing must be held to accept the report and to respond to public comments regarding the report.

A PHG is a level of a contaminant in drinking water below which there is no known or expected risk to human health. It is not a legally enforceable standard. The Maximum Contaminant Level (MCL), on the other hand, is the highest level of a contaminant allowed in drinking water. State MCLs must be as close as is technically and economically feasible to the PHGs. The Department of Drinking Water (DDW) is required to take treatment technologies and cost of compliance into account when setting an MCL. Each MCL is reviewed at least once every five years.

A PHG report allows the DDW and the public an insight into the types of contaminants in drinking water and an understanding of the technical and economic impacts of potentially lowering an MCL.

The 2022 Report includes information from 2019 – 2021 as seen on Attachment A. During that timeframe, the City found the following contaminants to have levels above the PHG:

- Arsenic
- 1,2-Dibromo-3-Chloropropane (DBCP)
- Gross Alpha Particles
- Tetrachloroethylene (PCE)
- 1,2,3-Trichloropropane (TCP)
- Uranium

In addition to the Report indicating which contaminants exceeded the PHG, it is also required to include the following information:

- Numerical public health risk associated with the Maximum Contaminant Level and the PHG;
- Category or type of risk to health that could be associated with each contaminant level;
- Best Available Treatment Technology that could be used to reduce the contaminant level; and
- Estimate of the cost to install treatment.

The City consistently delivers safe drinking water to its customers. The levels of these contaminants were above the PHG but below the MCL; therefore, they do not constitute a violation of drinking water regulations, neither do they indicate that the water is unsafe to drink.

4. BASIS FOR RECOMMENDATION:

- A. Health and Safety Code Section 116470(b) and (c) requires the Report to be adopted through a Public Hearing.

5. FISCAL IMPACT / BUDGET AMENDMENT:

None

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Not adopt the 2022 Public Health Goal Report. This alternative is not recommended due to it being a requirement through the Health and Safety Code Section 116470(b) and (c).

9. ATTACHMENTS

A. Attachment A – Public Health Goal Report

Public Health Goal Report

2019 - 2021



**City of Turlock
Municipal Services Department**

June 2022

Background

California Health and Safety Code Section 116470(b) requires that larger water utilities (>10,000 service connections) prepare a Public Health Goal Report (hereinafter “Report”) every three years if any constituent in their drinking water supply has exceeded any Public Health Goals (PHGs). PHGs are non-enforceable goals established by the California Environmental Protection Agency’s (Cal-EPA) Office of Environmental Health Hazard Assessment (OEHHA). The law requires that where OEHHA has not adopted a PHG for a constituent, water suppliers are to use the Maximum Contaminant Level Goal (MCLG) adopted by United States Environmental Protection Agency (USEPA) when preparing their Reports. Only constituents which have a California primary drinking water standard and for which either a PHG or MCLG has been set are to be addressed in the Report.

There are a few constituents that are routinely detected in water systems at levels usually well below the drinking water standards for which no PHG or MCLG has yet been adopted by OEHHA or USEPA. Such constituents will be addressed in future required reports once a PHG is adopted. If a constituent was detected in the City’s water supply between 2019 and 2021 at a level exceeding an applicable PHG or MCLG, this Report will provide information required by law.

This Report provides the following information as specified in the California Health and Safety Code Section 116470(b) for any contaminant detected in the City’s water supply between 2019 and 2021 at a level exceeding a PHG or MCLG:

- Numerical public health risk associated with the Maximum Contaminant Level (MCL) and the PHG and MCLG;
- Category or type of risk to health that could be associated with each contaminant level;
- Best Available Treatment Technology (BAT) that could be used to reduce the contaminant level; and
- Estimate of the cost to install that treatment.

Public Health Goals

PHGs are set by the OEHHA, which is part of Cal-EPA, and are based solely on public health risk considerations. None of the practical risk-management factors that are considered by the USEPA or the State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) in setting drinking water standards (MCLs) are considered in setting the PHGs. These factors include analytical detection capability, treatment technology available, benefits and costs. The PHGs are not enforceable and are not required to be met by any public water system. MCLGs are the federal equivalent to PHGs.

City of Turlock Water Source

The City of Turlock is 100% reliant on groundwater for its drinking water source. As of June 2022, the City has 18 active drinking water wells pumping into the distribution system. Three of the 18 wells are under a compliance order from the SWRCB’s DDW for 1,2,3-Trichloropropane (TCP). The City must install treatment at those three wells as soon as possible or remove them from service.

Water Quality Data Considered

All of the water quality data collected by the City between 2019 and 2021 for purposes of determining compliance with drinking water standards was considered. This data was all summarized in the City’s 2019, 2020, and 2021 Water Quality Reports which were mailed to all drinking water customers by June 30 of their respective years.

Guidelines Followed

The Association of California Water Agencies (ACWA) formed a workgroup which prepared guidelines for water utilities to use in preparing these newly required reports. The ACWA guidelines were used in the preparation of the City's report. No guidance was available from state regulatory agencies.

Best Available Treatment Technology (BAT) and Cost Estimates

Both the USEPA and DDW adopt what are known as BATs, or Best Available Technologies, which are the best known methods of reducing contaminant levels to the MCL. Costs can be estimated for such technologies. However, since many PHGs and all MCLGs are set much lower than the MCL, it is not always possible, nor feasible, to determine what treatment is needed to further reduce a constituent downward to, or near, the PHG or MCLG, many of which are set at zero. Estimating the costs to reduce a constituent to zero is difficult, if not impossible, because it is not possible to verify by analytical means that the level has been lowered to zero. In some cases, installing treatment to try and further reduce very low levels of one constituent may have adverse effects on other aspects of water quality.

Treatment cost estimates for constituents listed were derived from the "Cost Estimates for Treatment Technologies," included as Attachment No. 3 in the ACWA Suggested Guidelines for PHG Reports. In addition, treatment costs were provided based on previous and/or current cost estimates for treatment of certain contaminants. Water production for each source can vary dramatically from year to year so the treatment cost associated with these estimates can vary significantly. The estimates for specific treatment technologies do not include other factors, such as permitting and waste disposal. Furthermore, before any treatment system is approved by DDW, the City is required to conduct a California Environmental Quality Act (also known as CEQA) review to assess potential environmental impacts that may be related to the project. The results of that assessment could add significant costs to mitigate potential concerns, or could preclude using a specific treatment technology altogether. Waste disposal costs associated with various treatment technologies vary widely. Some waste disposal costs are known and can be estimated as part of the routine operations and maintenance of the system. Others requiring direct discharge to the sanitary sewer or hauling of potentially hazardous waste would have to be determined on a case-by-case basis.

Constituents Detected that Exceed a PHG or MCLG

The following is a discussion of constituents that were detected in one or more of the City's drinking water wells at levels above the PHG, or if no PHG, above the MCLG:

- 1,2,3-Trichloropropane
- 1,2-Dibromo-3-Chloropropane
- Arsenic
- Gross Alpha Particles
- Tetrachloroethylene
- Uranium

This report only provides information on contaminants that were found in the City's drinking water that exceeded the PHG or MCLG. The City of Turlock consistently delivers safe drinking water to its customers. The levels of these contaminants were below the MCLs; therefore, they do not constitute a violation of drinking water regulations, or indicate the water is unsafe to drink.

1,2,3-Trichloropropane

The City of Turlock exceeded the PHG for 1,2,3 Trichloropropane (TCP) between the period of 2019 through 2021.

- *Health Related Information*

TCP is a chlorinated hydrocarbon with high chemical stability. It is a manmade chemical found at industrial or hazardous waste sites. It has been used as a cleaning and degreasing solvent and also is associated with pesticide products. TCP causes cancer in laboratory animals (US EPA, 2009). It is reasonably anticipated to be a human carcinogen (NTP, 2014), and probably carcinogenic to humans, based on sufficient evidence of carcinogenicity in experimental animals (IARC, 1995). In 1992, 1,2,3-TCP was added to the list of chemicals known to the state to cause cancer, pursuant to California's Safe Drinking Water and Toxic Enforcement Act (Proposition 65).

Health Risk Category	Carcinogenicity (causes cancer)
PHG (mg/L)	0.0000007
Cancer Risk at the PHG	one in a million
MCL (mg/L)	0.000005
Cancer Risk at the MCL	7:1,000,000

- *BAT for Treatment*

The approved BATs for treating TCP in drinking water include the following treatment techniques:

- Granular Activated Carbon (GAC)
- Packed Tower Aeration

Since GAC can treat multiple contaminants that are found to be above the PHG within the City's system, it would be the most likely treatment method to select. If GAC were selected as the BAT to reduce TCP levels below the DLR in the affected Wells, the cost for design would be approximately \$135,000 and construction at \$1.37M per well with annual capital and O&M costs of approximately \$161,865 per year per well. This would result in an estimated increased customer cost of \$90.78 per year.

1,2-Dibromo-3-Chloropropane

The City of Turlock exceed the PHG for 1,2-Dibromo-3-Chloropropane (DBCP) between the period of 2019 through 2021.

- *Health Related Information*

DBCP was used in the past as a soil fumigant and nematocide on crops; it is no longer used except as an intermediate in chemical synthesis. Acute (short-term) exposure to DBCP in humans results in moderate depression of the central nervous system (CNS) and pulmonary congestion from inhalation, and gastrointestinal distress and pulmonary edema from oral exposure. Chronic (long-term) exposure to DBCP in humans causes male reproductive effects, such as decreased sperm counts. Testicular effects and decreased sperm counts were observed

in animals chronically exposed to DBCP by inhalation. Available human data on DBCP and cancer are inadequate. High incidences of tumors of the nasal tract, tongue, adrenal cortex, and lungs of rodents were reported in a National Toxicology Program (NTP) inhalation study. EPA has classified DBCP as a Group B2, probable human carcinogen.

Health Risk Category	Carcinogenicity (causes cancer)
PHG (mg/L)	0.000003
Cancer Risk at the PHG	one per million
MCL (mg/L)	0.0002
Cancer Risk at the MCL	7:100,000

- *BAT for Treatment*

The approved BATs for treating DBCP include the following treatment techniques:

- Granular Activated Carbon (GAC)
- Packed Tower Aeration

Since GAC can treat multiple contaminants such as DBCP, TCP, and PCE, the City would likely select this form of treatment. To treat DBCP below the PHG would result in more frequent GAC change-outs and the cost impact would be difficult to determine. If GAC treatment were installed at the Wells with DBCP above the PHG, the cost would be estimated at \$0.58 per 1,000 gallons of water treated (using Attachment No. 3 of the ACWA's Suggested Guidelines for PHG Reports). The annualized capital and O&M cost would be approximately \$220,000 per well. This would result in an estimated increased customer cost of \$35.57 per year.

Arsenic

The City of Turlock exceeded the PHG for Arsenic between the period of 2019 through 2021.

- *Health Related Information*

Arsenic (As) is a naturally occurring element in the earth's crust and is very widely distributed in the environment. In general, humans are exposed to microgram (μg) quantities of arsenic (inorganic and organic) largely from food (25 to 50 μg per day) and to a lesser degree from drinking water and air. Arsenic is used in industry as a component in wood preservatives, pesticides, paints, dyes, and semi-conductors. In most areas, erosion of rocks and minerals is considered to be the primary source of arsenic in groundwater. Environmental contamination may result from anthropogenic sources such as: urban runoff, treated wood, pesticides, fly ash from power plants, smelting and mining wastes.

Studies cited have associated chronic intake of arsenic in drinking water with the following non-carcinogenic health effects including: heart attack, stroke, diabetes mellitus, and hypertension. Other effects also include decreased production of erythrocytes and leukocytes, abnormal cardiac function, blood vessel damage, liver and/or kidney damage, and impaired nerve function in hands and feet (paresthesia). Characteristic skin abnormalities are also seen appearing as dark or light spots on the skin and small "corns" on the palms, soles, and trunk. Some of the corns may ultimately progress to skin cancer. Carcinogenic health effects involve an increased

risk of cancer at internal sites, especially lung, urinary bladder, kidney, and liver. The health effects language in Appendix 64465-D of Title 22, California Code of Regulations states: “Some people who drink water containing arsenic in excess of the MCL over many years may experience skin damage or circulatory system problems, and may have an increased risk of getting cancer.”

Health Risk Category	Carcinogenicity (causes cancer)
PHG (mg/L)	0.000004
Cancer Risk at the PHG	one per million
MCL (mg/L)	0.01
Cancer Risk at the MCL	2.5:1,000

- *BAT for Treatment*

The BATs for arsenic removal is dependent on the water chemistry of the source to be treated. While research into new methods of removing arsenic continues, the current recommendations include:

- Activated Alumina
- Coagulation / Filtration
- Electrodialysis
- Ion Exchange
- Lime Softening
- Oxidation Filtration
- Reverse Osmosis

Since arsenic levels in City’s wells showing the presence of arsenic are already below the MCL, reverse osmosis (RO) would likely be required to effectively decrease the amount of arsenic present. If RO treatment were installed at the Wells with arsenic levels above the PHG, the annualized capital cost per year and per well would be approximately \$246,800 and operations and maintenance cost per year would be approximately \$259,000. These estimates are based off of wells producing 1,000 gpm. That would result in an estimated increased customer cost of \$524.10 per year.

Gross Alpha Particle Activity

The City of Turlock exceeded the PHG for Gross Alpha Particles between the period of 2019 through 2021.

- *Health Related Information**

Certain minerals are radioactive and may emit a form of radiation known as alpha radiation. Gross alpha particle activity (GA) is a measurement of the overall alpha radiation emitted when certain elements such as uranium and radium undergo radioactive decay. Alpha radiation exists in the air, soil and water. Naturally occurring alpha radiation in groundwater results mainly from the dissolution of minerals as the water seeps into the ground, and as water moves through aquifers. Detectable levels of GA above the DLR are used to determine when additional radionuclide speciation (monitoring) is required.

Because GA is associated with a group of radioactive elements rather than an individual contaminant, OEHHA determined it is not practical to establish a PHG. GA is known to cause cancer; therefore, USEPA established the MCLG at zero pCi/L. the actual cancer risk from

radionuclides emitting alpha radiation in drinking water depends on the particular radionuclide present and the average consumption over a lifetime. Alpha radiation loses energy rapidly and doesn't pass through the skin; therefore, it is not a health hazard outside of the body. Typical exposure routes for alpha radiation include: eating, drinking, and inhaling alpha-emitting particles. General, non-carcinogenic health effects associated with ingesting elevated levels of alpha radiation include kidney damage, damage to cells and DNA, and damage to other vital organs. Specific cancers that may result from exposure to elevated levels of alpha radiation include: bone cancer and cancer of particular organs, each of which are associated with specific alpha-radiation emitters.

Health Risk Category	Carcinogenicity (causes cancer)
PHG (mg/L)	zero
Cancer Risk at the PHG	one per million
MCL (pCi/L)	15
Cancer Risk at the MCL	1:1,000

- *BAT for Treatment*

The approved BATs for treating Gross Alpha Particles in drinking water include the following treatment techniques:

- Reverse Osmosis (RO)

The most effective method to reduce GA is to install RO treatment at select groundwater wells where results exceed the MCLG and are detectable at levels above the DLR. Cost estimates for RO range from \$4.30 to \$7.29 per 1,000 gallons of water treated. If RO treatment were considered for the affected Wells, the annualized capital and O&M costs could range from approximately \$6.77 million to \$11.51 million per year. This would result in an estimated increased customer cost of \$366.39 to \$621.93 per year.

Tetrachloroethylene

The City of Turlock exceeded the PHG for Tetrachloroethylene (PCE) between the period of 2019 through 2021.

- *Health Related Information**

PCE is widely used for dry-cleaning fabrics and metal degreasing operations. Effects resulting from acute (short term) high-level inhalation exposure of humans to PCE include irritation of the upper respiratory tract and eyes, kidney dysfunction, and neurological effects such as reversible mood and behavioral changes, impairment of coordination, dizziness, headache, sleepiness, and unconsciousness. The primary effects from chronic (long term) inhalation exposure are neurological, including impaired cognitive and motor neurobehavioral performance. PCE exposure may also cause adverse effects in the kidney, liver, immune system and hematologic system, and on development and reproduction. Studies of people exposed in the workplace

have found associations with several types of cancer including bladder cancer, non-Hodgkin lymphoma, multiple myeloma. EPA has classified PCE as likely to be carcinogenic to humans.

Health Risk Category	Carcinogenicity (causes cancer)
PHG (mg/L)	0.00006
Cancer Risk at the PHG	one in a million
MCL (mg/L)	0.005
Cancer Risk at the MCL	8:100,000

- *BAT for Treatment*

The approved BATs for treating TCP in drinking water include the following treatment techniques:

- Granular Activated Carbon (GAC)
- Packed Tower Aeration

Since GAC can treat multiple contaminants that are found to be above the PHG within the City's system, it would be the most likely treatment method to select. If GAC were selected as the BAT to reduce PCE levels below the DLR, the cost for design would be approximately \$135,000 and a construction cost of \$1.37M per well with annual capital and O&M costs of approximately \$161,900 per year per well. This would result in an estimated increased customer cost of \$37.42 per year assuming a 20-year life span for the wellhead treatment.

Uranium

The City of Turlock exceeded the PHG for Uranium between the period of 2019 through 2021.

- *Health Related Information*

Uranium is a common naturally occurring and radioactive substance. It is a normal part of rocks, soil, air, and water, and it occurs in nature in the form of minerals, but never as a metal. Uranium has demonstrated toxic effects on human kidneys leading to kidney inflammation and changes in urine composition. Uranium can decay into other radioactive substances, such as radium, which can cause cancer with extensive exposures over a long enough period of time (US EPA, 2013).

Health Risk Category	Carcinogenicity (causes cancer)
PHG (pCi/L)	0.43
Cancer Risk at the PHG	one in a million
MCL (pCi/L)	20
Cancer Risk at the MCL	5:100,000

- *BAT for Treatment*

The approved BATs for treating Uranium include the following treatment techniques:

- Ion Exchange
- Reverse Osmosis (RO)
- Lime Softening
- Coagulation/Filtration

The most effective method to reduce Uranium is to install RO treatment at select groundwater wells where results exceed the PHG and are detectable at levels above the DLR. Cost estimates for RO range from \$4.30 to \$7.29 per 1,000 gallons of water treated. If RO treatment were considered for the affected Wells, the annualized capital and O&M costs could range from approximately \$6.77 million to \$11.51 million per year. This would result in an estimated increased customer cost of \$366.39 to \$621.93 per year.

Recommendations for Further Action

The drinking water quality of the City of Turlock meets all State Water Resources Control Board and USEPA drinking water standards established to protect public health. To further reduce the levels of the constituents identified in this report that are already below the Maximum Contaminant Levels established by the State and Federal government, additional costly treatment processes would be required. The effectiveness of the treatment processes to provide any significant reductions in constituent levels at these already-low values is uncertain. The theoretical health protection benefits of these further hypothetical reductions are not at all clear and may not be quantifiable. Therefore, staff

is not recommending further action at this time. However, the point of this process is to provide customers and decision-makers with information on the City of Turlock's drinking water quality, as well as cost estimates to make certain improvements.

More Information

This report was completed by the City of Turlock's Municipal Services Department's staff. Any questions relating to this report should be directed to:

Dale Goodman, Municipal Services Director
Lupe Madrigal, Staff Services Technician
156 S Broadway, Ste. 270
Turlock, CA 95380
(209) 668-5590

City Council Staff Report

August 9, 2022



From: Dan Madden, Interim Public Works Director

Prepared by: Richard Green, Transit Analyst
Wayne York, Transit Manager

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2021-178 and adopting a new Resolution establishing a revised passenger fare structure effective August 22, 2022 and delegating authority to the City Manager, or his or her designee, to temporarily reduce or eliminate fares on any mode for promotional or emergency purposes

2. SYNOPSIS:

City staff is seeking City Council approval to expand the free fixed route service currently available to youth, ages 18 and younger, to include college and university students, faculty and staff; restore ADA paratransit fares with the establishment of dedicated mode; reaffirm fares for the Amtrak Shuttle pilot project; establish fares for the expanded On-Demand mode; and authorize specific City staff to reduce or eliminate fares temporarily for promotional or emergency purposes.

3. DISCUSSION OF ISSUE:

The current transit fare structure in place for Turlock Transit services was adopted by the City Council on September 14, 2021. The proposed resolution would rescind and replace that resolution.

Fares Waived for University Students, Faculty and Staff

On May 25, 2021, the City Council elected to terminate the University Pass Transit Funding Agreement with Associated Students, Inc (ASI) of California State University, Stanislaus (CSUS) in recognition of major reductions to student ridership demand associated with pandemic-related campus closures. The City Council further elected to authorize the City Manager, or his or her designee, to continue discussions with representatives from CSUS, ASI and regional transportation partners to identify a solution for the CSUS campus that encourages increased use of transit and non-motorized transportation.

Following the termination of the Agreement, staff from the City's Transit Division, ASI and regional transit providers began early discussions regarding a regional transit funding agreement that would expand access to CSUS faculty and students, while providing access to all transit providers equally. While the first regular meeting on this topic was still in the process of being scheduled, City staff elected to propose waiving fares for college and university students, faculty and staff, rendering a transit funding agreement a moot point for further discussion.

City staff is recommending waiving fares for the specified users for several reasons, including:

- Increase ridership and utilization of transit, particularly after ridership losses during the pandemic; and
- Target demographic is generally more receptive to greater utilization of transit; and
- Greater utilization of transit helps reduce the negative stigma associated with transit and better utilizes deployed resources; and
- Reducing traffic congestion and improving air quality through a reduction in single passenger automobile trips; and
- Further promoting the relationship and partnership between the City and CSUS; and
- Recognizing repeated and increasing attempts by state legislators to provide free or reduce transit services to college-age individuals, including pending legislation (AB 1919) that would require transit agencies to provide free fares for individuals 25 years of age or younger.

On September 14, 2021 the City Council approved the current passenger fare structure (Resolution No. 2021-178) that went into effect on October 1, 2021. This new fare structure included free fixed route fares for youth ages eighteen (18) years old or younger. If approved, the draft resolution attached to this staff report would add a new category for free fixed route fares effective August 22, 2022: college and university students, faculty and staff.

If approved, City transit staff will notify regional transit stakeholders, such as the Stanislaus Regional Transit Authority (StanRTA), Transit Joint Powers Authority for Merced County, Stanislaus Council of Governments (StanCOG), and MOVE Stanislaus, as well as potential beneficiaries of the change, including CSUS and Modesto Junior College. City transit staff would also incorporate this change into pending revisions to the City's Rider Guide, maps, and website.

Separation of ADA Paratransit and On-Demand Services

As a recipient of federal operating assistance for fixed route services the City is required to offer ADA paratransit services for qualifying individuals that live within $\frac{3}{4}$ of a mile from a fixed route. Traditionally the City has used its Dial-a-Ride system to meet that mandate, while also expanding the eligibility criteria to include senior

citizens and K-6 students traveling to/from school, as well as the general public when traveling to or from Denair. Expanding the criteria in this manner is atypical for most transit agencies, but in the absence of a separate transportation service this was deemed necessary to provide lifeline service to those that needed it.

Following the implementation of the Ecolane demand-response platform in July 2022 the City now has the ability to provide more robust demand-response services, including multiple modes of service. This includes a mobile app for smartphone users, evening-before phone call reminders, call or text reminders of a bus on the way, and an intelligent reservation and dispatching system that dynamically processes and re-routes trips as needed. With this new capacity staff is proposing to implement two modes: ADA paratransit and On-Demand. Since ADA paratransit regulations are robust, this allows the City to isolate those trips in their own mode, then provide more flexibility for individuals with in the On-Demand mode.

Fares for one-way ADA paratransit trips would remain at \$1.00 per trip. All other demand-response trips would be provided via the On-Demand service with discount fares for seniors, K-6 students, and anyone traveling to Denair set at \$2.50 per one-way trip. Individuals using the On-Demand service near a fixed route, that don't qualify for a discount, would pay \$5.00 per one-way trip. This premium pricing helps incentivize use of the fixed route system.

Amtrak Shuttle Pilot Project

When the Amtrak Shuttle Pilot Project launched in January 2022, Turlock Transit staff began charging \$2.50 per one-way trip, which was the same charge that was in place for the same trip on Dial-a-Ride. Following the award of a Measure L Rail Services grant, and the establishment of the Amtrak Shuttle service in the Demand-Response mode of service and budgetary program (Program 243), City transit staff is seeking to clarify that all Amtrak Shuttle trips shall be \$2.50 per person, one way, as described in the previous paragraph.

The newly established On-Demand Service will effectively absorb the Amtrak Shuttle pilot project, continuing to provide those services as outlined, while expanding the on-demand service offerings to all residents of Denair and Turlock.

4. BASIS FOR RECOMMENDATION:

- A. Expanding the qualifying categories for free fares to include college and university students, faculty and staff will help increase ridership and use of public transit.
- B. Increasing the college and university ridership contributes to a positive experience on the bus and reduces the stigma associated with public transit.

- C. The City of Turlock desires to enhance and strengthen the partnership and cooperation with CSUS and ASI.
- D. There is sufficient transit-specific grant funding available to cover operating costs, even with the anticipated reduction in fare revenue.
- E. Turlock Transit staff will track college and university students, faculty and staff through a separate button on the farebox, providing valuable data for ridership analysis and further discussions with CSUS.
- F. Following the adoption of AB-149 in July 2021 the City can reduce or eliminate fares without risk of penalties associated with the fare recovery ratio standard.
- G. Adoption of a fare change eliminates the need for prolonged discussions, administrative efforts and costs associated with crafting a new multi-agency transit funding agreement.
- H. ASI would assist the City with on-campus marketing and promotion of the services, resulting in an added value to the City.
- I. Establishment of a responsive, on-demand transit mode fulfills the request of many community members, improves first- and last-mile connectivity and augments existing transit offerings.
- J. Implementing the proposed changes now not only meets a need, but provides a future Short-Range Transit Plan consultant with valuable data to analyze and consider prior to making longer term recommendations.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund monies will be used for this project.

Based on data gathered from ASI from January through March 2022, City transit staff estimates a loss of approximately \$10,000 per year from a reduction in the use of 31-Day passes on Token Transit. This impact could be mitigated somewhat with the anticipated increase in non-university ridership over the course of the year, but that exact level of increase is unknown. The City has sufficient transit grant funding within the capital subprogram that could be transferred over to cover any loss in revenue.

In regards to ADA paratransit, there is no change in revenue anticipated. While some users will transition to the new mode, it's expected that ADA users will travel more often as availability opens up.

In regards to the new On-Demand mode, the total revenue received will be a function of how much the service is used. Without a baseline of previous use, it's difficult to estimate. With that in mind, City staff has budgeted to receive \$20,000 in fare revenue for the current fiscal year. Any shortfall in fare revenue would be covered through the use of unexpended capital funds from the same program.

Budget Amendment: No budget amendment required at this time. City staff will monitor revenues and expenses over the remainder of the fiscal year to determine if future amendments are necessary.

6. STAFF RECOMMENDATION:

City staff recommends the City Council approve the proposed resolution that revises and established a new fare structure for Turlock Transit. The resulting fare structure maintains low fares for users, provides for a new mode of service, and remains a competitive, equitable option for all users.

7. CITY MANAGER'S COMMENTS

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

This action is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with the California Public Resources Code Section 21080.25(b)(5), which states that a statutory exemption applies for projects that institute or increase bus rapid transit, bus, or light rail service on existing rights-of-way. This CEQA exemption was proposed in SB-288 in response to the COVID-19 public health emergency and signed into law by the Governor on September 28, 2020.

9. ALTERNATIVES:

- A. Reject the resolution and continue to charge all college and university students, faculty and staff the regular fares as approved in the current fare structure resolution. City staff does not recommend this approach because there is no longer a farebox ratio requirement to receive state funds and by providing free fares to the specified users, which have a higher than typically likelihood for adopting regular use of public transit, it could increase ridership and improve air quality.
- B. Reject the resolution and direct the City Manager to have City transit staff continue discussions with CSUS and ASI, as well as regional transit providers, on a multi-agency transit funding agreement, with specific terms to be negotiated. Staff does not recommend this approach for the reasons outlined in Section 4. In addition, waiving fares simplifies the administrative

process that would otherwise be involved in a multi-agency negotiated agreement.

10. ATTACHMENTS:

A. Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING	}	RESOLUTION NO. 2022-
RESOLUTION NO. 2021-178 AND ADOPTING	}	
A NEW RESOLUTION ESTABLISHING A	}	
REVISED PASSENGER FARE STRUCTURE	}	
EFFECTIVE AUGUST 22, 2022 AND	}	
DELEGATING AUTHORITY TO THE CITY	}	
MANAGER, OR HIS OR HER DESIGNEE, TO	}	
TEMPORARILY REDUCE OR ELIMINATE	}	
FARES ON ANY MODE FOR PROMOTIONAL	}	
OR EMERGENCY PURPOSES	}	
<hr/>		

WHEREAS, the Turlock City Council recognizes the value that public transit brings to the community and desires to establish a fair and equitable transit fare structure for the benefit of all members of the general public; and

WHEREAS, the City Council recognizes the importance of encouraging the use of transit and active modes of transportation among children and teens and has elected to provide fixed route transit to all individuals under 18 years of age at no cost to the rider, while also capturing the “full retail value” (\$2.00) of each pass for purposes of FRR calculation (PUC Section 99268.19); and

WHEREAS, the City Council recognizes the financial and mobility challenges facing many of the City’s individuals with disabilities and desires to improve the affordability of the City’s American’s with Disabilities Act (ADA) paratransit service (Dial-a-Ride) by reducing the fares for Dial-a-Ride passengers to be equivalent to the “reduced” rate they would have paid on-board a fixed route bus, ensuring that passengers are not financially penalized for their inability to use fixed route, supported by the permanent exclusion of all ADA paratransit costs from FRR calculations (PUC Section 99314.6(a)(3)(B)); and

WHEREAS, the City Council recognizes the importance of encouraging the use of transit and active modes of transportation among college and university students and has elected to provide fixed route transit to all college and university students, faculty and staff at no cost to the rider, while also capturing the “full retail value” (\$2.00) of each pass for purposes of FRR calculation (PUC Section 99268.19); and

WHEREAS, the City Council recognizes the importance of providing a consistent and reliable transit connection to the Denair Amtrak Station encouraging the use of regional public transit and using the Measure L Rail Services grant to establish a Demand Response mode of service for the Amtrak Shuttle at a fare rate of \$2.50 per person, one way; and

WHEREAS, the adopted fares for transit services shall be as follows, with individuals qualifying for a free or discount fare prepared to present qualifying identification or documentation:

Fixed Route	Fare
Youth: 0 to 18 years old	FREE
Transfers (Regional)	FREE
College/University students, staff and faculty	FREE
All-Day Pass, Regular	\$2.00
All-Day Pass, Discount	\$1.00
31-Day Pass, Regular	\$30.00
31-Day Pass, Discount	\$15.00
ADA Paratransit Fares	Fare
Children Ages 0 to 5 (<i>max 2 per adult</i>)	FREE
To/From COVID-19 Vaccination Site	FREE ¹
One-Way, Regular	\$1.00
On-Demand Fares	Fare
One-Way within Zone 1, Regular	\$5.00
One-Way within Zone 1, Regular Companion	\$3.00
One-Way within Zone 1, Discount	\$2.50
One-Way within Zone 1, Discount Companion	\$2.50
One-Way outside of Zone 1 (Denair), All users	\$2.50

¹Free trips to and from COVID-19 vaccination sites may be suspended at any time based on changing pandemic conditions, grant funding allowances, or local, regional, state, or federal regulations and directives.

WHEREAS, the “discount” fare options shall be available on standard fixed route services at a discounted rate of 50% off the regular rate to senior citizens (at least 65 years old), individuals with disabilities, active duty or honorably discharged veterans of a branch of the United States Military, or Medicare recipients with such users bearing qualifying documentation at the time of boarding.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2021-178 and adopts a new Resolution establishing a revised passenger fare structure effective August 22, 2022 and delegates authority to the City Manager, or his or her designee, to temporarily reduce or eliminate fares on any mode for promotional or emergency purposes.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 2022, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California

City Council Staff Report

August 9, 2022



From: Dan Madden, Interim Public Works Director

Prepared by: Tania Hernandez, Staff Services Analyst

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Confirming the annexation of 2930 E. Tuolumne Rd (073-016-006) PM No. 21-04, Project No. 21-020, into the Fairbanks Ranch Landscaping and Lighting Benefit Assessment District and Street Maintenance Benefit Assessment Area, Project No. 14-73

2. SYNOPSIS:

Confirming the annexation of property into an existing landscaping and lighting benefit assessment district and street maintenance benefit assessment area

3. DISCUSSION OF ISSUE:

Parcel Map No. 21-04 (PM 21-04) divided the property at 2930 E. Tuolumne Road (APN 073-016-006) into two individual parcels and a remainder parcel. As a condition of the tentative parcel map, the developer is required to agree to the formation of a landscape and lighting assessment district and street maintenance benefit assessment area for the street maintenance and lighting. The two individual parcels (Parcel A and Parcel B) are adjacent to the boundary of the Fairbanks Ranch Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area and can be annexed into the existing district in lieu of forming a new one. The developer is currently working with City staff on the development of the remainder parcel into a residential subdivision and it follows a separate planning process.

The purpose of landscape and lighting assessment districts and street maintenance benefit assessment areas is to ensure that development pays for maintenance and operation of the streetlights, landscape maintenance, street sweeping, and future slurry seals within and around the development. By annexing into an existing district or forming a new district, the maintenance of improvements associated with the development will place no additional impacts on existing City funds.

The annexation of 2930 E. Tuolumne Road more particularly Parcel A and Parcel B of PM 21-04, Project No. 21-020, into the Fairbanks Ranch Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area is a procedural matter which requires the City Council to conduct a public hearing and upon its conclusion, by resolution, order the annexation of the development into the existing district. The owner of the development has provided written consent which allows the annexation to proceed in this manner. This action will be filed with the Stanislaus County Auditor in Fiscal Year 2022-23.

4. BASIS FOR RECOMMENDATION:

A. Funds collected from this development will pay for its impacts on City street lighting, street sweeping, and street slurry seals so as to not affect existing City funds.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Note: No General Fund Impact

Fiscal Impact

In the first year, the annexed parcels will pay a total assessment amount of approximately \$3,078.14, adjusted by the Engineering News Record (ENR) construction cost index.

Annual assessments are tied to the ENR and will be adjusted accordingly.

6. STAFF RECOMMENDATION:

Recommend approval.

7. CITY MANAGER'S COMMENTS:

Recommend Approval.

8. ENVIRONMENTAL DETERMINATION:

The annexation of 2930 E. Tuolumne Road (073-016-006) more particularly Parcel A and Parcel B of Parcel Map No. 21-04 into the Fairbanks Ranch Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines.

9. ALTERNATIVES:

- A. Council could deny the resolution to confirm the annexation of 2930 E. Tuolumne Road (073-016-006), more particularly Parcel A and Parcel B of PM 21-04, into the Fairbanks Ranch Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area and direct City staff to bring the item back forming a separate district for the development. City staff does not recommend this alternative since this action would add an additional district to the current roster when the annexation into an existing district would suffice.

- B. Council could deny the resolution to confirm the annexation of 2930 E. Tuolumne Road (073-016-006) into the Fairbanks Ranch Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area. City staff does not recommend this alternative because maintenance and operations costs associated with this development would then impact other City funds.

10. ATTACHMENTS:

- A. Draft resolution

- B. Engineer's Report

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF CONFIRMING THE ANNEXATION OF 2930 E. TUOLUMNE RD (073-016-006) PM NO. 21-04, PROJECT NO. 21-020, INTO THE FAIRBANKS RANCH LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND STREET MAINTENANCE BENEFIT ASSESSMENT AREA, PROJECT NO. 14-73	} } } } } } } } } } }	RESOLUTION NO. 2022-
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WHEREAS, the City Council of the City of Turlock, pursuant to the provisions of the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 (the "Acts"), desires to initiate proceedings for the annexation of 2930 E. Tuolumne Rd (073-016-006) Parcel Map No. 21-04, Project No. 21-020, into the Fairbanks Ranch Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area, Project No. 14-73 (the "District"); and

WHEREAS, the improvements to be installed, constructed, or maintained within the proposed annexation may include installation, construction, or maintenance of any authorized improvements under the Acts, including, but not limited to, landscaping, lighting and any facilities which are appurtenant to any of the aforementioned, or which are necessary or convenient for the maintenance or servicing thereof; and

WHEREAS, the Acts limit the requirement for the resolutions, Engineer's Reports, notices of hearing, and right of majority protest under the Acts to the territory included within the annexations; and

WHEREAS, Proposition 218, the Right to Vote on Taxes Act, does hereby require that a notice of the proposed assessments, along with ballots, shall be mailed to all owners of identified parcels within the annexations; and

WHEREAS, the annexation consists of the area contained in the map incorporated herein by reference; and

WHEREAS, the developer has submitted an individual petition to the City requesting to have the development annexed into the District and formed into a new annexation; and

WHEREAS, the developer of the annexation is the owner of that certain property located in the City of Turlock and has signed a petition and Assessment Ballot in favor of the annexation to the District and has waived all statutory notices of hearing and notice periods and their right of majority protest and noticing requirements; and

WHEREAS, the Engineer of Work has prepared and filed with the City Clerk of the City of Turlock an Engineer's Report entitled, "City of Turlock Consolidated Engineer's Report," for the Annexation of 2930 E. Tuolumne Rd (073-016-006) PM No. 21-04, Project No. 21-020, into the District; and

WHEREAS, the City has prepared and filed with the City Clerk, the diagram attached showing the proposed boundaries of the territory to be formed into the annexation which is benefited by the construction of the improvements and the amount to be assessed against each of the parcels within the proposed District pursuant to Resolution 97-128; and

WHEREAS, the Engineer's Report, diagram, and assessments have been filed with the City Clerk and are open to public inspection, and may be referred to for all details regarding the improvements, the boundary of the proposed annexation, the assessments, total costs, and description of the parcels to be assessed; and

WHEREAS, this City Council has examined and considered the diagram, assessments, and the proceedings thereto.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby confirm the annexation of 2930 E. Tuolumne Rd (073-016-006) PM No. 21-04, Project No. 21-020, into the Fairbanks Ranch Landscaping and Lighting Benefit Assessment District and Street Maintenance Benefit Assessment Area, Project No. 14-73.

BE IT FURTHER RESOLVED the City of Turlock has determined and certifies the charges are either exempt from or are in compliance with all the provisions of Proposition 218 that was passed by voters in November 1996. The City Council of the City of Turlock further determines the charges are in compliance with all laws pertaining to the levy of such charges.

BE IT FURTHER RESOLVED that a certified copy of this Resolution and report shall be delivered to the Tax Collector for the County of Stanislaus.

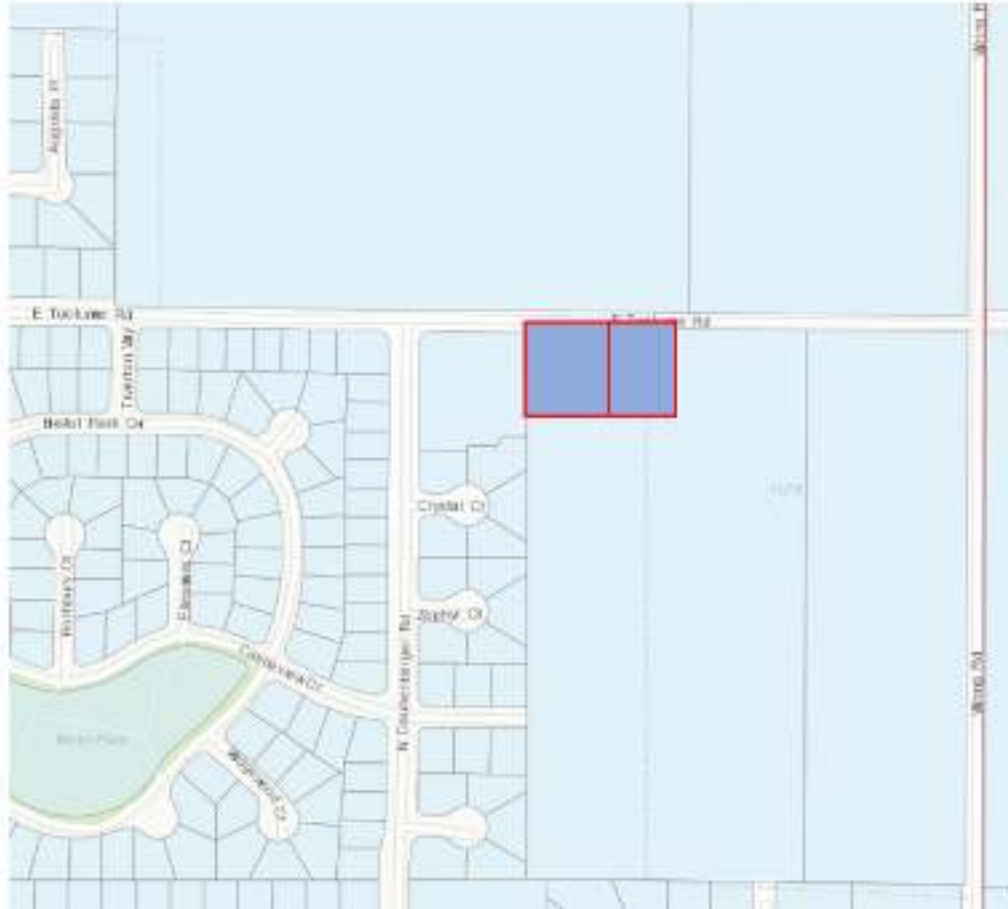
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August 2022, by the following votes:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Julie Christel, City Clerk
City of Turlock, County of Stanislaus
State of California

Site Map
for:
Annexation of 2930 E. Tuolumne Rd (073016-006)
PM No. 21-04, Project No. 21-020, into the
Fairbanks Ranch Landscaping and Lighting Benefit Assessment District and
Street Maintenance Benefit Assessment Area, Project No. 14-73



**ENGINEER'S REPORT FOR THE ANNEXATION OF 2930 E. TUOLUMNE ROAD
(073-016-006) PM 21-04, PROJECT NO. 21-020, INTO THE FAIRBANKS RANCH
LANDSCAPING AND LIGHTING BENEFIT ASSESSMENT DISTRICT AND STREET
MAINTENANCE BENEFIT ASSESSMENT AREA, PROJECT NO. 14-73**

Fiscal Year 2022-2023

(Pursuant to the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982)

Gary L. Taylor, Acting City Engineer, Engineer of Work for Fairbanks Ranch Landscaping and Lighting Benefit Assessment District and Street Maintenance Benefit Assessment Area, Project No. 14-73, City of Turlock, Stanislaus County, California, makes this report, as directed by the City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this report are briefly described as follows:

The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, street lighting, improvements, drainage facilities and appurtenances, adjacent to or within the public right of way, in the streets of the Fairbanks Ranch subdivision and the proposed 2930 E. Tuolumne Road (073-016-006) Parcel Map 21-04 development, more particularly described with the parcel map. Fairbanks Ranch is a 129-lot low density residential subdivision in Stanislaus County, California. The properties to be annexed are Parcel A and Parcel B of 2930 E. Tuolumne Road (073-016-006), a development of Parcel Map 21-04 in Stanislaus County, California.

This report consists of five parts, as follows:

- PART A - Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B - An estimate of the cost of the improvements.
- PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district.
- PART D - A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.
- PART E - A diagram showing all the parcels of real property within this assessment district. This diagram is linked to Part C by assessment number.

Respectfully submitted,

Gary L. Taylor, P.E., Acting City Engineer
Engineer of Work

PART B
ENGINEER'S BENEFIT ASSESSMENT REPORT
 FOR:
Annexation of 2930 E. Tuolumne Rd,
Parcel A & Parcel B of PM 21-04, Project No. 21-020, into
Fairbanks Ranch
 PROPOSITION 218 SUBDIVISION

Engineering Division Job # :	14-73	APN(s)	073-013-003
Fiscal Year of Creation :	2019-2020	Number of Lots :	131
Fiscal Year of Report :	2022-2023	Number of Acres	40.761

	<u>Charge to District at Creation</u>	<u>Charge to District at Report</u>
<u>Street Lighting:</u>		
30 Street Lights @ \$221.67 each: -----	\$6,650.10	\$8,303.12
<u>Landscaping Maintenance</u>		
109113 SF of Level 2 Maintenance @ \$0.79 per SF: -----	\$86,199.27	\$107,625.94
<u>Landscaping Electrical</u>		
\$101.21 Lump Sum for Landscaping Controller Electricity :-----	\$101.21	\$126.37
<u>Landscaping Water</u>		
109113 SF of Irrigated Landscaping @ \$0.08 per SF: -----	\$8,729.04	\$10,898.83
<u>Street Trees:</u>		
169 Street Trees @ \$9.25 each: -----	\$1,563.25	\$1,951.83
<u>Street Maintenance (Slurry Seal):</u>		
218654 SF of Pavement @ \$0.11 per SF: -----	\$24,051.94	\$30,030.56
<u>Street Maintenance (Streep Sweeping):</u>		
13364 LF of Curb @ \$0.18 per LF: -----	\$2,405.52	\$3,003.46
<u>Storm Drainage Facilities:</u>		
22 EA Catch Basins @ \$479.21 per EA: -----	\$10,542.62	\$13,163.21
19 EA Storm Drain Manholes @ \$223.69 per EA: -----	\$4,250.11	\$5,306.57
3485 FT of Storm Drain Pipe @ \$2,714.34 per 1,000 FT: ·	\$9,459.47	\$11,810.82
743 FT of French Drain Pipe @ \$5,428.69 per 1,000 FT: ·	\$4,033.52	\$5,036.14
Annual Replacement Cost @ \$2,475.11 : -----	\$2,475.11	\$3,090.35
<u>Administration:</u>		
\$70.00 Admin Charge for District: -----	\$70.00	\$70.00
131 Lots @ \$7.34 per Lot: -----	\$961.54	\$1,200.55
Total Yearly Charges to District :	\$161,492.70	\$201,618.17
Number of Lots :	131	131
Total Yearly Charges Per Lot :	\$1,232.77	\$1,539.07

**ENGINEER'S REPORT FOR THE ANNEXATION OF 2930 E. TUOLUMNE ROAD
(073-016-006) PM 21-04, PROJECT NO. 21-020, INTO THE FAIRBANKS RANCH
LANDSCAPING AND LIGHTING BENEFIT ASSESSMENT DISTRICT AND STREET
MAINTENANCE BENEFIT ASSESSMENT AREA, PROJECT NO. 14-73**

PART C

**ASSESSMENT ROLL
Fiscal Year 2022-2023**

<u>Special Assessment Number</u>	<u>Assessor's Parcel No.</u>	<u>Amount of Assessment</u>
1 (Fairbanks Ranch)	Multiple (129 Lots)	\$198,540.03
2 (2930 E. Tuolumne Rd, PM 21-04)	073-016-006 (Parcel A & Parcel B)	\$ 3,078.14
	<hr/> TOTAL ASSESSMENT:	<hr/> \$201,618.17

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

Inasmuch as each parcel within the subdivision benefits from the maintenance of the improvements, the cost of the improvements has been apportioned equally among the parcels. The annual assessment per lot has been combined into one amount to reflect current assessor's parcel numbering.

CLERK'S CERTIFICATION TO COUNTY AUDITOR

**ENGINEER'S REPORT FOR THE ANNEXATION OF 2930 E. TUOLUMNE ROAD
(073-016-006) PM 21-04, PROJECT NO. 21-020, INTO THE FAIRBANKS RANCH
LANDSCAPING AND LIGHTING BENEFIT ASSESSMENT DISTRICT AND STREET
MAINTENANCE BENEFIT ASSESSMENT AREA, PROJECT NO. 14-73**

(Pursuant to the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982)

TO THE AUDITOR OF THE COUNTY OF STANISLAUS:

I hereby certify that the attached document is a true copy of that certain Engineer's Report, including assessment and assessment diagram, for Fairbanks Ranch Landscaping and Lighting Assessment District and Street Maintenance Benefit Assessment Area, Project No. 14-73, City of Turlock, confirmed by the City Council of the City of Turlock on the 9th day of August, 2022, by its Resolution No. 2022-____.

The document is certified, and is filed with you, pursuant to Section 22641 of the Streets and Highways Code.

DATED: August 9, 2022

Julie Christel, City Clerk
City of Turlock, State of California

ENGINEER'S REPORT

**ENGINEER'S REPORT FOR THE ANNEXATION OF 2930 E. TUOLUMNE ROAD
(073-016-006) PM 21-04, PROJECT NO. 21-020, INTO THE FAIRBANKS RANCH
LANDSCAPING AND LIGHTING BENEFIT ASSESSMENT DISTRICT AND STREET
MAINTENANCE BENEFIT ASSESSMENT AREA, PROJECT NO. 14-73**

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: July 1, 2022

Gary L. Taylor, P.E.
Acting City Engineer
Engineer of Work

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with me on the 1st day of July, 2022.

Julie Christel
City Clerk

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Turlock, California, on the 9th day of August, 2022.

Julie Christel
City Clerk

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Stanislaus on the 1st day of August, 2023.

Julie Christel
City Clerk

PART E

Site Map
for:

**ENGINEER'S REPORT FOR THE ANNEXATION OF 2930 E. TUOLUMNE ROAD
(073-016-006) PM 21-04, PROJECT NO. 21-020, INTO THE FAIRBANKS RANCH
LANDSCAPING AND LIGHTING BENEFIT ASSESSMENT DISTRICT AND STREET
MAINTENANCE BENEFIT ASSESSMENT AREA, PROJECT NO. 14-73**



City Council Staff Report

August 9, 2022



From: Dan Madden, Interim Public Works Director

Prepared by: Randall Jones, Associate Engineer

Agendized by: Reagan M. Wilson, City Manager

1. ACTION RECOMMENDED:

Resolution: Awarding bid and approving an Agreement in the amount of \$3,144,729.20 with George Reed, Inc. of Modesto, California, for City Project No. 21-018 "Lander Avenue Rehabilitation between D St and SR-99" to be funded by Measure L (Fund 218)

2. SYNOPSIS:

This action will award the bid and approve an agreement for City Project No. 21-018 "Lander Avenue Rehabilitation between D St and SR-99."

3. DISCUSSION OF ISSUE:

In 2010, the City was awarded a federal grant to prepare "shovel-ready" road rehabilitation projects to be constructed over the course of ten (10) years. These design projects were a creative opportunity to utilize federal funds that would have otherwise been lost due to the timeframes to obligate such funds. The initial design work was completed by the City when there was available staff to perform project design of this magnitude, and it resulted in 85% complete plans, consisting of pavement rehabilitation and new concrete pedestrian access ramps only. No federal funds remained of the awarded federal grant to complete design or advance to construction.

On May 25, 2021, Council approved funding to complete the design work. Staff began final design to include a concrete median, landscaping, additional street lights and fire hydrants, a pedestrian activated crossing system, and in-fill sidewalks and driveways.

On February 8, 2022, City Council authorized staff to advertise for bids. City staff advertised this project on June 8, 2022, through the Turlock Journal and on the City's website for construction projects. On July 7, 2022, three (3) bids were received for City Project No. 21-018 "Lander Avenue Rehabilitation between D St and SR-99."

Bid Summary:

COMPANY NAME	BASE BID AMOUNT
George Reed, Inc,	\$3,144,729.20
Granite Construction	\$3,217,119.70
Machado and Sons Construction	\$3,759,218.25

George Reed, Inc. of Modesto, California, was the lowest responsible bidder with a bid amount of \$3,144,729.20.

4. BASIS FOR RECOMMENDATION:

A. Per the Public Contract Code, § 20160 et seq., the City Council has the discretion to decide if a bid shall be awarded or rejected. If Council decides to award the bid, the bid has to be awarded to the lowest responsible bidder submitting a responsive bid.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

Preliminary engineering costs through the end of Fiscal Year 2021-22 have been expensed to account number 218-40-461.51270 Measure L “Construction Project” and will total approximately \$47,471.70. The estimated construction project costs are shown in the table below:

Construction Contract – <i>George Reed, Inc.</i>	\$ 3,144,729.20
Construction Contingency	\$ 314,000.00
Construction Surveying – <i>TBD</i>	\$ 55,000.00
Materials Testing – <i>TBD</i>	\$ 40,000.00
Construction inspection, project management – <i>City Engineering</i>	\$ 75,000.00
Total Estimated Construction Cost	\$ 3,628,729.20

Appropriate budget allocation in Measure L (Fund 218) was authorized during the budget process for Fiscal Year 2022-2023. Therefore, no appropriation of funds is needed.

6. STAFF RECOMMENDATION:

Staff recommends awarding the bid to George Reed, Inc. for City Project No. 21-018 "Lander Avenue Rehabilitation between D St and SR-99."

7. CITY MANAGER'S COMMENTS:

Recommend approval.

8. 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 rehabilitating an existing public roadway and therefore qualifies for a CEQA exemption under Section 15301.

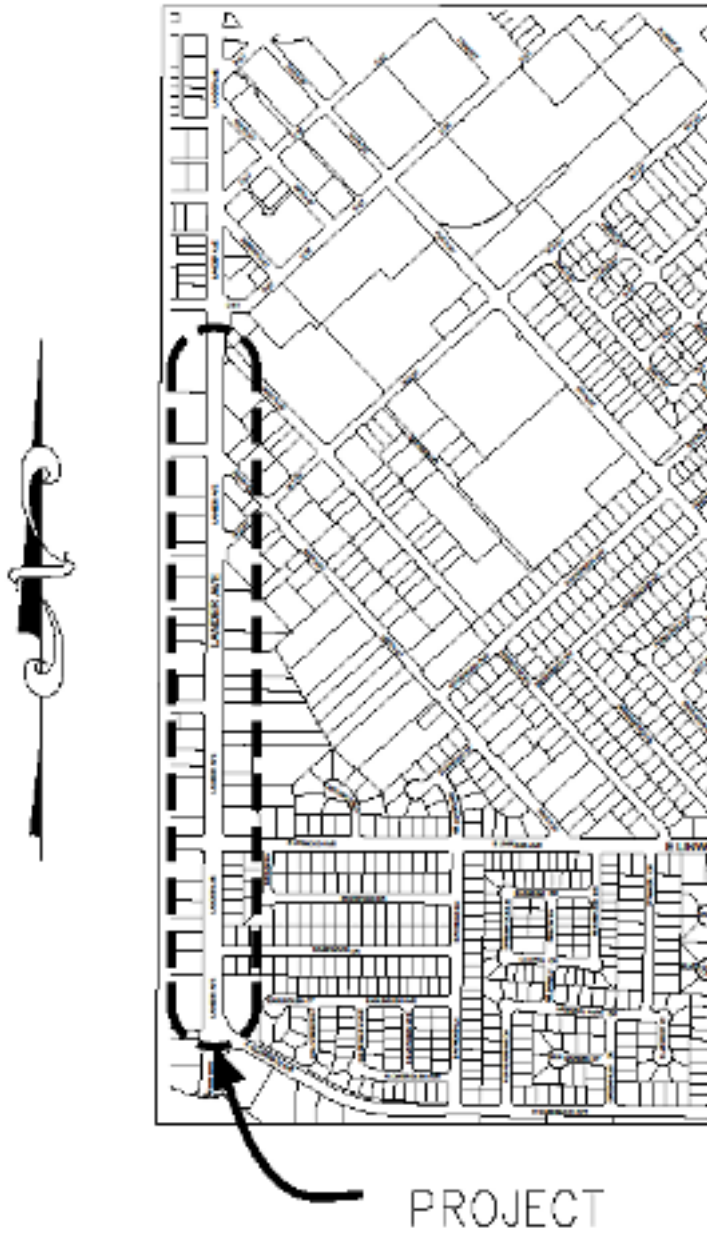
9. ALTERNATIVES:

A. Council could choose to reject all bids submitted for this project. Staff does not recommend this alternative because the improvements are needed and funds are available for this purpose.

10. ATTACHMENTS:

- A. Draft resolution awarding bid and approving agreement
- B. Bidder's Summary for City Project No. 21-018
- C. City Contract No. 2023-20 with George Reed, Inc.

Site Map
for
City Project No. 21-018
"Lander Avenue Rehabilitation between D St and SR-99"



CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Lander Ave Rehabilitation between D St and SR-99
PROJECT NUMBER: 21-018
BID OPENING: July 7, 2022
2:00 PM

ANTICIPATED COUNCIL AWARD DATE: July 26, 2022

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		George Reed, Inc.		Granite Construction		Macahdo and Sons Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization & Demobilization	LS	1	\$124,000.00	\$124,000.00	\$143,000.00	\$143,000.00	\$320,000.00	\$320,000.00	\$111,486.00	\$111,486.00
2	Construction Project Sign	EA	3	\$750.00	\$2,250.00	\$850.00	\$2,550.00	\$850.00	\$2,550.00	\$766.00	\$2,298.00
3	Caltrans Encroachment Permit	ALLOW	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	Traffic Control	LS	1	\$125,000.00	\$125,000.00	\$100,000.00	\$100,000.00	\$581,000.00	\$581,000.00	\$170,793.00	\$170,793.00
5	Storm Water Pollution Prevention	LS	1	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00	\$321,168.00	\$321,168.00
6	Remove Existing Improvements	LS	1	\$100,000.00	\$100,000.00	\$140,000.00	\$140,000.00	\$100,000.00	\$100,000.00	\$106,672.00	\$106,672.00
7	Remove Tree	EA	4	\$2,500.00	\$10,000.00	\$1,200.00	\$4,800.00	\$1,500.00	\$6,000.00	\$2,564.00	\$10,256.00
8	Pothole Existing Utilities	LS	1	\$15,000.00	\$15,000.00	\$8,500.00	\$8,500.00	\$15,000.00	\$15,000.00	\$12,441.00	\$12,441.00
9	Earthwork and Grading	LS	1	\$100,000.00	\$100,000.00	\$110,000.00	\$110,000.00	\$50,000.00	\$50,000.00	\$80,363.00	\$80,363.00
10	Replacement of three (3) Water Valves at Linwood & Lander	LS	1	\$50,000.00	\$50,000.00	\$42,000.00	\$42,000.00	\$25,000.00	\$25,000.00	\$57,109.00	\$57,109.00
11	Fire Hydrant Assembly	EA	8	\$10,000.00	\$80,000.00	\$8,800.00	\$70,400.00	\$12,000.00	\$96,000.00	\$12,000.00	\$96,000.00
12	6" PVC Water Pipe	LF	276	\$100.00	\$27,600.00	\$840.00	\$231,840.00	\$200.00	\$55,200.00	\$1,127.00	\$311,052.00
13	1" Water Service	LS	1	\$2,500.00	\$2,500.00	\$9,000.00	\$9,000.00	\$12,000.00	\$12,000.00	\$13,734.00	\$13,734.00
14	1" Landscape Service	LS	1	\$2,500.00	\$2,500.00	\$9,000.00	\$9,000.00	\$12,000.00	\$12,000.00	\$13,734.00	\$13,734.00
15	8" Fire Water Line	LS	1	\$5,000.00	\$5,000.00	\$22,000.00	\$22,000.00	\$20,000.00	\$20,000.00	\$30,042.00	\$30,042.00
16	Relocate Fence	LS	1	\$2,500.00	\$2,500.00	\$13,000.00	\$13,000.00	\$5,000.00	\$5,000.00	\$11,444.00	\$11,444.00
17	Minor Concrete (Curb and Gutter)	LF	823	\$45.00	\$37,035.00	\$60.00	\$49,380.00	\$62.00	\$51,026.00	\$54.00	\$44,442.00
18	Minor Concrete (Flatwork/Access Ramps)	SF	11,020	\$8.00	\$88,160.00	\$12.00	\$132,240.00	\$14.00	\$154,280.00	\$14.00	\$154,280.00
19	Minor Concrete (Exposed Aggregate)	SF	760	\$15.00	\$11,400.00	\$10.50	\$7,980.00	\$14.00	\$10,640.00	\$10.00	\$7,600.00
20	Minor Concrete (Residential Driveway Approach)	SF	1,236	\$10.00	\$12,360.00	\$20.00	\$24,720.00	\$20.00	\$24,720.00	\$22.00	\$27,192.00
21	Minor Concrete (Valley Gutter)	SF	554	\$20.00	\$11,080.00	\$16.00	\$8,864.00	\$21.00	\$11,634.00	\$25.00	\$13,850.00

22	Minor Concrete (Retaining Curb)	LF	49	\$50.00	\$2,450.00	\$30.00	\$1,470.00	\$86.00	\$4,214.00	\$62.00	\$3,038.00
23	Retaining Wall	LF	60	\$75.00	\$4,500.00	\$400.00	\$24,000.00	\$250.00	\$15,000.00	\$93.00	\$5,580.00
24	Access Ramps (Added Labor and Detectable Warning)	EA	18	\$750.00	\$13,500.00	\$500.00	\$9,000.00	\$960.00	\$17,280.00	\$1,170.00	\$21,060.00
25	Irrigation Repairs	ALLOW	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
26	Minor Concrete (Vertical Curb)	LF	3,483	\$25.00	\$87,075.00	\$28.00	\$97,524.00	\$34.00	\$118,422.00	\$38.50	\$134,095.50
27	Deep Lift (12" HMA)	SF	4,067	\$20.00	\$81,340.00	\$25.00	\$101,675.00	\$14.00	\$56,938.00	\$24.00	\$97,608.00
28	Grind Existing Asphalt (3.5" depth)	SY	24,852	\$3.50	\$86,982.00	\$3.50	\$86,982.00	\$1.50	\$37,278.00	\$4.00	\$99,408.00
29	Grind Existing Asphalt (2" depth)	SY	3,785	\$3.00	\$11,355.00	\$5.80	\$21,953.00	\$1.50	\$5,677.50	\$10.00	\$37,850.00
30	Aggregate Base	CY	417	\$120.00	\$50,040.00	\$115.00	\$47,955.00	\$130.00	\$54,210.00	\$77.00	\$32,109.00
31	Hot Mix Asphalt (2" Side Streets)	TON	426	\$130.00	\$55,380.00	\$155.00	\$66,030.00	\$130.00	\$55,380.00	\$266.00	\$113,316.00
32	Hot Mix Asphalt	TON	5,332	\$110.00	\$586,520.00	\$143.00	\$762,476.00	\$115.00	\$613,180.00	\$138.00	\$735,816.00
33	Digout and Plug Paving Allowance	ALLOW	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
34	Temporary Traffic Striping	LS	1	\$25,000.00	\$25,000.00	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00	\$57,680.00	\$57,680.00
35	Adjust Frames and Covers to Grade (Storm and Sewer Manholes)	EA	33	\$1,000.00	\$33,000.00	\$1,600.00	\$52,800.00	\$1,400.00	\$46,200.00	\$1,735.00	\$57,255.00
36	Adjust Frames and Covers to Grade (Water and Survey Monument boxes)	EA	35	\$750.00	\$26,250.00	\$900.00	\$31,500.00	\$1,400.00	\$49,000.00	\$1,637.00	\$57,295.00
37	Install/Adjust Survey Monument Well to Grade	EA	5	\$1,500.00	\$7,500.00	\$900.00	\$4,500.00	\$1,400.00	\$7,000.00	\$2,785.00	\$13,925.00
38	RRFB Pedestrian Activated Crossing Systems	LS	1	\$40,000.00	\$40,000.00	\$87,000.00	\$87,000.00	\$60,000.00	\$60,000.00	\$71,529.00	\$71,529.00
39	Street Light and Conduits	EA	4	\$20,000.00	\$80,000.00	\$18,100.00	\$72,400.00	\$11,750.00	\$47,000.00	\$14,477.00	\$57,908.00
40	Traffic Signal Detector System - F St	LS	1	\$35,000.00	\$35,000.00	\$42,500.00	\$42,500.00	\$19,500.00	\$19,500.00	\$24,606.00	\$24,606.00
41	Traffic Signal Dectector System - Linwood Ave	LS	1	\$50,000.00	\$50,000.00	\$73,000.00	\$73,000.00	\$29,650.00	\$29,650.00	\$37,195.00	\$37,195.00
42	Traffic Signal Improvements - Linwood Ave	LS	1	\$8,000.00	\$8,000.00	\$17,000.00	\$17,000.00	\$51,650.00	\$51,650.00	\$62,945.00	\$62,945.00
43	Traffic Signal Dectector System - Glenwood	LS	1	\$40,000.00	\$40,000.00	\$72,000.00	\$72,000.00	\$24,500.00	\$24,500.00	\$31,473.00	\$31,473.00
44	Traffic Signal Improvements - Glenwood Ave	LS	1	\$15,000.00	\$15,000.00	\$21,000.00	\$21,000.00	\$37,500.00	\$37,500.00	\$47,495.00	\$47,495.00
45	Landscape (Median Grading)	LS	1	\$20,000.00	\$20,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,867.00	\$6,867.00
46	Landscape (Commercial Grade Weed Barrier Fabric)	LS	1	\$15,000.00	\$15,000.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$9,728.00	\$9,728.00
47	Landscape (Rubber Bark)	LS	1	\$45,000.00	\$45,000.00	\$36,000.00	\$36,000.00	\$36,000.00	\$36,000.00	\$41,200.00	\$41,200.00
48	Landscape Trees (Keith Davey Chinese Pistache)	EA	43	\$1,000.00	\$43,000.00	\$785.00	\$33,755.00	\$785.00	\$33,755.00	\$899.00	\$38,657.00
49	Landscape Irrigation	LS	1	\$20,000.00	\$20,000.00	\$52,000.00	\$52,000.00	\$40,000.00	\$40,000.00	\$69,812.00	\$69,812.00

50	Paint Red Curb	LF	101	\$1.00	\$101.00	\$4.00	\$404.00	\$4.00	\$404.00	\$4.50	\$454.50
51	Paint Grey Curb	LF	30	\$1.00	\$30.00	\$4.00	\$120.00	\$4.00	\$120.00	\$4.50	\$135.00
52	Pavement Striping (Detail 9)	LF	6,038	\$1.00	\$6,038.00	\$0.80	\$4,830.40	\$0.80	\$4,830.40	\$1.00	\$6,038.00
53	Pavement Striping (Detail 22)	LF	691	\$1.00	\$691.00	\$2.50	\$1,727.50	\$2.50	\$1,727.50	\$3.00	\$2,073.00
54	Pavement Striping (Detail 25A)	LF	5,553	\$1.00	\$5,553.00	\$1.00	\$5,553.00	\$1.00	\$5,553.00	\$1.25	\$6,941.25
55	Pavement Striping (Detail 37B)	LF	133	\$1.00	\$133.00	\$1.10	\$146.30	\$1.10	\$146.30	\$1.50	\$199.50
56	Pavement Striping (Detail 38)	LF	1,076	\$1.00	\$1,076.00	\$1.25	\$1,345.00	\$1.25	\$1,345.00	\$1.50	\$1,614.00
57	Pavement Striping (Detail 39)	LF	369	\$1.00	\$369.00	\$1.00	\$369.00	\$1.00	\$369.00	\$1.25	\$461.25
58	Pavement Striping (Detail 39A)	LF	205	\$1.00	\$205.00	\$1.00	\$205.00	\$1.00	\$205.00	\$1.25	\$256.25
59	Pavement Striping (Yellow Crosswalk)	SF	1,400	\$7.00	\$9,800.00	\$5.00	\$7,000.00	\$5.00	\$7,000.00	\$5.75	\$8,050.00
60	Pavement Striping (White Crosswalk)	SF	2,922	\$7.00	\$20,454.00	\$5.00	\$14,610.00	\$5.00	\$14,610.00	\$5.75	\$16,801.50
61	Pavement Striping (12" White)	LF	420	\$5.00	\$2,100.00	\$5.00	\$2,100.00	\$5.00	\$2,100.00	\$5.75	\$2,415.00
63	Pavement Markers (Blue)	EA	25	\$20.00	\$500.00	\$25.00	\$625.00	\$25.00	\$625.00	\$28.50	\$712.50
64	Median Nose Sign and Striping	EA	8	\$750.00	\$6,000.00	\$500.00	\$4,000.00	\$500.00	\$4,000.00	\$572.00	\$4,576.00
65	Relocate Signs (R1-1, Street Name) and Post	EA	3	\$350.00	\$1,050.00	\$400.00	\$1,200.00	\$250.00	\$750.00	\$458.00	\$1,374.00
66	Roadside Sign (R1-5) and Post	EA	4	\$750.00	\$3,000.00	\$400.00	\$1,600.00	\$450.00	\$1,800.00	\$458.00	\$1,832.00
67	Roadside Sign (R4-4) and Post	EA	1	\$750.00	\$750.00	\$400.00	\$400.00	\$450.00	\$450.00	\$458.00	\$458.00
68	Roadside Sign (R6-1) on Electrolier	EA	3	\$500.00	\$1,500.00	\$300.00	\$900.00	\$250.00	\$750.00	\$343.00	\$1,029.00
69	Roadside Sign (R26 (S)) and Post	EA	1	\$750.00	\$750.00	\$400.00	\$400.00	\$450.00	\$450.00	\$457.00	\$457.00
70	Roadside Sign (W9-11 and W16-7P)	EA	4	\$750.00	\$3,000.00	\$450.00	\$1,800.00	\$325.00	\$1,300.00	\$515.00	\$2,060.00
71	Roadside Sign (W11-2 and W16-9P) and Post	EA	4	\$750.00	\$3,000.00	\$450.00	\$1,800.00	\$450.00	\$1,800.00	\$515.00	\$2,060.00
72	Roadside Sign (W73) and Post	EA	1	\$750.00	\$750.00	\$400.00	\$400.00	\$450.00	\$450.00	\$457.00	\$457.00
73	Roadside Sign (W74) and Post	EA	1	\$750.00	\$750.00	\$400.00	\$400.00	\$450.00	\$450.00	\$457.00	\$457.00
74	All other items of work not included in other bid items	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$26,900.00	\$26,900.00
Total =					\$2,475,877.00		\$3,144,729.20		\$3,217,119.70		\$3,759,218.25



AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 21-018

Lander Ave Rehabilitation between D St and SR-99

THIS PUBLIC IMPROVEMENT AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and GEORGE REED INC, a private corporation (“Contractor”), on this 9th day of August 2022 (the “Effective Date”). City and Contractor 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 a duly qualified and licensed firm experienced in the construction of City Project No. 21-018 “Lander Ave Rehabilitation between D St and SR-99” (the “Project”).
- B. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a “public project” pursuant to Public Contract Code section 20161.
- C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the “Services”).
- D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.
- E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on August 8, 2022, at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

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

AGREEMENT

1. Contract Documents: This Agreement, together with the following documents, are collectively referred to herein as the “Contract Documents”:

- i. Notice to Bidders;
- ii. Contractor’s Bid or Proposal accepted by City;
- iii. General Conditions, Supplementary Conditions, and Special Provisions of the City of Turlock for Lander Ave Rehabilitation between D St and SR-99 ;
- iv. Plans and detailed drawings prepared for this Project and approved by City (“Project Plans”);
- v. All bonds and insurance required by the Contract Documents;
- vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vii. The current edition of the City of Turlock Standard Specifications and Drawings.

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

2. Term. The Contract shall be effective as of the Effective Date first stated above. Contractor shall not commence work on the Project until it has been given notice by City (“Notice to Proceed”). The Contract shall terminate one (1) year(s) after City accepts Contractor’s performance of the Services by recording a Notice of Completion with the County of Stanislaus Clerk Recorder (the “Term”), unless the Parties mutually agree in writing to terminate the Contract earlier or extend the Term in an agreed writing executed by both Parties.

3. Scope of Work.

(a) *Services.* Contractor shall perform the Services described in **Exhibit A**, subject to all terms and conditions in the Contract. Contractor shall not receive additional compensation for the performance of any Services not described therein.

(b) *Modification.* City, at any time, by written order, may make changes within the general scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as defined in Section 4 of this Agreement, without prior written authorization from City. Contractor shall not be entitled to compensation for the performance of any such unauthorized work. Contractor further waives any and all right or remedy

by way of restitution or quantum meruit for any and all extra or changed work performed without express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and diligently complete any change to the work subject to City's written authorization issued pursuant to this Section ; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the completion schedule or Contract Price on account of such change. The issuance of a change order pursuant to this Section 3 in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "**General Conditions and Special Provisions for Lander Ave Rehabilitation between D St and SR-99 .**" The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

(d) *Exhibits.* All "Exhibits" referred to below or attached hereto are, by this reference, incorporated into the Contract.

	<u>Exhibit Designation</u>	<u>Exhibit Title</u>
1.	Exhibit A	Scope of Services
2.	Exhibit B	Payment by Force Account
3.	Exhibit C	Workers' Compensation Insurance Certification
4.	Exhibit D	Performance Bond
5.	Exhibit E	Payment Bond

4. Contract Price. City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed **Three Million One Hundred Forty-Four Thousand Seven Hundred Twenty-Nine Dollars and 20/100th Dollars (\$3,144,729.20)** (the "Contract Price"). Said amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

(a) If the work performed is on the basis of unit prices contained in the Contract Documents, the change order will be determined in accordance with the provisions in Section 4-1.05, "Changes and Extra Work", of the Caltrans Standard Specifications, as applicable; or

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

(c) If the change order is not determined as described above in either subdivision (a) or (b), the change order will be determined on the basis of force account in accordance with the provisions set forth in **Exhibit B**, "Payment by Force Account," attached hereto and incorporated herein by reference.

5. Time for Performance. The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Fifty (50)** working days (the "Completion Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

(a) *Right of City to Increase Working Days:* If Contractor fails to complete the Services by the Completion Date, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges. No extension of time for completion of Services under the Contract shall be considered unless requested by Contractor at least twenty (20) calendar days prior to the Completion Date, in writing, to the City Engineer.

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

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

Contractor shall not be entitled to an adjustment in the Completion Date for delays within the control of Contractor. Delays resulting from and within the control of a subcontractor or supplier of Contractor shall be deemed to be delays within the control of Contractor.

(b) *Excusable Delays.* Contractor shall not be in breach of the Contract 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, or explosions; natural disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include Contractor’s financial inability to perform, Contractor’s failure to obtain any necessary permits or licenses from other governmental agencies, or Contractor’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 Contractor. If Contractor’s performance of the Services is delayed by an excusable delay, the Completion Date shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

(c) *Emergency - Additional Time for Performance - Procurement of Materials.* If, because of war or other declared national emergency, the federal or state government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is, through no fault of Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:

- i. City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, sufficient to compensate in time, for delay or suspension.

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

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

- ii. If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either Party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-

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

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

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

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

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

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Completion Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Four Thousand Eight Hundred and no/100ths Dollars (\$4800.00)** for each calendar day beyond the Completion Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Completion Date. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work

beyond the Completion Date shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date.

6. Termination.

(a) *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the “Defaulting Party”), the other Party shall give notice to the Defaulting Party and allow the Defaulting Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate the Contract by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered until such termination, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of the Contract by Contractor, including Delay Damages. If payment under the Contract is based upon a lump sum in total or by individual task, payment for Services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in this Agreement as the Services satisfactorily rendered hereunder by Contractor to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by City by virtue of any breach of the Contract by Contractor. Upon termination, Contractor shall deliver copies of all Work Product, as defined in Section 19 of this Agreement, to City. If District terminates the Contract before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

(b) If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, City may serve written notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City’s intention to terminate the Contract, and unless such violations shall cease within five (5) calendar days after serving of such notice, the Contract shall cease and terminate upon the expiration of said five (5) calendar days. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that, if the surety does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be jointly liable to City for any excess cost occasioned City thereby, and in such event City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to Contractor as may be on the Project site and necessary thereof.

7. Liability for Breach: Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all

detriment proximately caused by Contractor'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 Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, 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 the Contract or the Services performed in connection with the Contract.

8. Compensation: City shall make payments to Contractor in accordance with the provisions of Section 9 of the General Conditions in legally executed and regularly issued warrants of City, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. Contractor shall be administered a progress payment approximately every thirty (30) calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins. Contractor shall provide access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Contract.

Monthly progress payments in the amount of 95 percent (95%) of the value of the work will be made to Contractor based on the Contractor's estimate and the schedule of prices contained in the accepted bid. The remaining 5 percent (5%) will be retained by City as partial security for the fulfillment of the Contract except that at any time after 50 percent (50%) of the work has been completed, if the City Engineer finds that satisfactory progress is being made and the Project's critical path of work are on schedule, City may discontinue any further retention. Such discontinuance will only be made upon the written request of Contractor. City may, at any time the City Engineer finds that satisfactory progress is not being made, again institute retention of 5 percent (5%) as specified above. Payment will be made as soon as possible after the preparation of the Contractor's estimate. City shall pay the remaining 5 percent (5%) of the value of the Services completed under this Contract, if unencumbered by retentions for claims, not sooner than the expiration of thirty-five (35) calendar days from the date of recordation of the Notice of Completion, pursuant to Section 2 of this agreement, and not later than sixty (60) days from the "completion" of the Services as said term is defined in Public Contract Code section 7107(c).

No estimate or payment shall be made if, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than \$1,000. No progress payments will be made if the time allotted for the job is thirty (30) working days or less. Payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the work performed under this Contractor, or any portion thereof, and shall in no way reduce the liability of Contractor to replace unsatisfactory work or materials, though the unsatisfactory character of such work or materials may not have been apparent or detected at the time such payment was made.

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

Pursuant to Public Contract Code section 22300 et seq., Contractor may request the right to substitute securities for any moneys withheld by City to ensure the performance required of Contractor under the Contract, or that City make payment of retentions earned directly into an escrow account established at the expense of Contractor.

9. Disputes Pertaining to Payment for Work: Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

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

(b) *Meet-and-Confer Conference.* Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.

(c) *Nonbinding Mediation.* Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of

the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject judicial review pursuant to Section 23 of this Agreement.

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

10. Permits and Care of Work: Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Section 1 of the Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

11. Public Works and Payment of Prevailing Wage:

(a) *Monitoring and Enforcement.* In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, all work performed under the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). All work performed by Contractor or its subcontractors under the Contract is subject to the requirements of Labor Code section 1720 et seq. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded. Contractor and its subcontractors shall furnish the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of Contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

(b) *Wages & Hours of Employment:* In the performance of the Services under the Contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by DIR for the

community. Contractor shall forfeit as penalty Twenty-five and no/100ths Dollars (\$25.00) to be paid to City for each workman employed in the execution of the Contract by Contractor or its subcontractor(s), for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Labor Code section 1810 et seq. Contractor shall post prevailing wage rates at the Project no later than the first day Contractor commences performance of the Services under the Contract.

12. Superintendence by Contractor: Contractor shall give personal superintendence to the work on the Project or have a competent foreman or superintendent satisfactory to the City Engineer on the Project at all times during construction and performance of work under the Contract, with authority to act for Contractor.

13. Inspection and Testing by City: Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.

14. Conformity with Law and Safety: Contractor 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 American 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 Contractor or its subcontractors must be in accordance with these laws, ordinances, codes, and regulations. Contractor'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 the Contract, Contractor shall immediately notify City's risk manager by telephone. If any accident occurs in connection with the Contract, Contractor 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 Contractor's subcontractor, if any; (c) name and address of Contractor'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 the Contract, Contractor shall immediately notify City. Contractor shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

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

16. Bonds: Concurrently with the execution hereof, Contractor shall furnish, on the forms provided herein as **Exhibits D and E**, respectively, corporate surety bonds to the benefit of City, issued by a surety company acceptable to City and authorized and admitted to do business in the state of California, as follows:

(a) *Faithful Performance Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the faithful performance of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

(b) *Payment Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252, inclusive, of the Civil Code and Section 13020 of the Unemployment Insurance Code of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

The surety companies shall familiarize themselves with all provisions and conditions of the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modification or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by City or its authorized agents under the terms of this Contract and failure to so notify the surety or sureties of such changes shall in no way relieve the surety or sureties of their obligations under the Contract.

17. Indemnification:

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

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

18. Contractor's Insurance: Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) *General Liability Insurance.* Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. Contractor's general liability policies shall be primary and not seek contribution from City's coverages and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required. The policy shall contain, or be endorsed to contain, the following provisions:

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

Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

- (2) For any claims related to the Project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
- (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under the Contract, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.
- (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(b) *Workers' Compensation Insurance.* Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) *Auto Insurance.* Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars (\$2,000,000.00) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) *Builder's Risk Insurance.* Not required for this project.

(e) *Contractors Pollution Insurance.* Not required for this project.

(f) *Professional Liability Insurance.* Not required for this project.

(g) *Deductibles and Self-Insured Retentions.* Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City's Agents; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

(i) *Verification of Coverage.* Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section 18. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

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

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

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 contractor or its subcontractors or subcontractors in connection with Services performed under the Contract ("Work Product") 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 that it is ever determined that any Work Product created by Contractor or its subcontractors or subcontractors under the Contract are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such Work Product to City. With the prior written approval of the City Engineer, Contractor may retain and use copies of such Work Product for reference and as documentation of its experience and capabilities.

All Work Product shall become the property of City irrespective of where located or stored and Contractor agrees to deliver all such documents and information to City, without charge and in whatever form it exists, upon the Completion Date, as may be extended. Contractor shall have no ownership interest in such Work Product.

All Work Product of Contractor under the Contract, 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 specific in Exhibit A.

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

20. Taxes: Payment of any taxes, including California sales and use taxes, levied upon the Contract, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Contractor. Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to City. Such cooperation shall include, but not be limited to:

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

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

21. Independent Contractor: At all times during the Term of the Contract, Contractor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the Services required under the Contract. Contractor 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 Contractor. City shall have the right to control Contractor only insofar as the result of Contractor's Services rendered pursuant to the Contract; however, City shall not have the right to control the means by which Contractor accomplishes Services rendered pursuant to the Contract.

22. Contractor Not Agent: Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.

23. Arbitration of Disputes: All claims, disputes, and other matters in question between City and Contractor arising out of, or relating to, this Contract or the breach thereof, including claims of Contractor for extra compensation of Services related to the project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 through 1284.2 of the 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 the Contract. 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 the Contract, matters involving defects in the Services performed by Contractor or its subcontractors, 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 competent 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 limitations.

The parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving 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 attorney's 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 provided under 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.

All administrative remedies required under Section 9 of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this Section 23.

24. Provisions Cumulative: The provisions of the Contract are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

25. 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, Ca 95353

If to Contractor: _____

If to Contractor's Sureties: _____

26. City Contract Administrator: The City's contract administrator and contact person for this Agreement is:

Randall Jones
City of Turlock Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5461
Telephone: (209) 668-5520
E-mail: Rjones@turlock.ca.us

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

28. Antitrust Claims: Contractor or its subcontractors offer and agree to assign to City all rights, title, and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

29. Use of City Project Number: Contractor 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 Contractor or its subcontractors from using their own project numbers for their own internal use.

30. No Conflict of Interest: Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out the Contract.

31. Confidentiality: Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor 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”). Contractor 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 Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

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

33. 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.

34. Assignment: No Party to the Contract 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 foregoing provisions, the Contract shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

35. 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, person, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into the Contract 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.

36. Governing Law: The Contract shall be governed and construed in accordance with the laws of the state of California.

37. Severability: If the Contract in its entirety is determined by an arbitrator or a court of competent jurisdiction to be invalid or unenforceable, the Contract shall automatically terminate as of the date of final entry of judgment. If any provision of the Contract shall be determined to be invalid and unenforceable, or if any provision of the Contract is rendered invalid or unenforceable according 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.

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

39. Mandatory and Permissive: “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

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

41. Attorney’s Fees and Costs: Except as expressly provided for in Section 23 of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, 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.

42. 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 the Contract.

43. 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 43 of this Agreement, Sections 1 through 43 shall prevail.

[Signatures on Following Page]

IN WITNESS WHEREOF, two identical counterparts of this agreement, consisting of a total of 38 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

GEORGE REED, INC., a private corporation

CITY OF TURLOCK, a municipal corporation

By: _____

By: _____
Reagan M. Wilson, City Manager

Print Name

Date: _____

Address: _____

APPROVED AS TO SUFFICIENCY:

Phone: _____

By: _____
Dan Madden, Interim Public Works Director

Date: _____

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

DIR Registration Number:

ATTEST:

Attach Contractor's Seal Here

By: _____
Julie Christel, City Clerk

**EXHIBIT A
CONTRACTOR'S PROPOSAL FOR SERVICES**

PROPOSAL

Project No. 21-018

Lander Ave Rehabilitation between D St and SR-99

City of Turlock, California

DATED: 06/27/22

To: The Honorable City Council of the City of Turlock, California:

NAME OF BIDDER: George Reed, Inc.

BUSINESS ADDRESS: P.O. Box 4760, Modesto, CA 95352

PLACE OF RESIDENCE: 140 Empire Avenue, Modesto, CA 95354

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose.

In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail except as provided in (a) or (b), as follows:

(a) If the amount set forth as unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

PROPOSAL SUBMITTAL CHECKLIST

The bidder shall provide a complete proposal in a sealed envelope before 2:00 PM on Thursday, June 30, 2022 at the address shown on the cover sheet of these specifications. FAILURE TO PROVIDE ALL THE REQUIRED DOCUMENTS LISTED IN THE TABLE BELOW MAY CAUSE THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE.

Complete Proposal	Page No.
<input checked="" type="checkbox"/> PROPOSAL AND BIDDING FORM.....	5-10
<input checked="" type="checkbox"/> AFFIDAVIT	11
<input checked="" type="checkbox"/> INFORMATION REQUIRED OF BIDDER	12-13
<input checked="" type="checkbox"/> BIDDER'S BOND.....	14-15
<input checked="" type="checkbox"/> IRAN CONTRACTING ACT CERTIFICATION	16
<input checked="" type="checkbox"/> LIST OF SUBCONTRACTORS.....	17

* Signing the bid form constitutes acceptance and certification

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the following unit prices, to wit:

BIDDER'S FORM

PROJECT TITLE: Lander Ave Rehabilitation between D St and SR-99

PROJECT NUMBER: 21-018

OPENING DATE: July 7, 2022

OPENING TIME: 2:00 PM


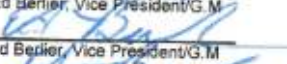

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization & Demobilization	LS	1	143,000.80	143,000.80
2	Construction Project Sign	EA	3	850.00	2,550.00
3	Caltrans Encroachment Permit	ALLOW	1	\$5,000.00	5,000.00
4	Traffic Control	LS	1	100,000.00	100,000.00
5	Storm Water Pollution Prevention	LS	1	12,000.00	12,000.00
6	Remove Existing Improvements	LS	1	140,000.00	140,000.00
7	Remove Tree	EA	4	1,200.00	4,800.00
8	Pothole Existing Utilities	LS	1	8,500.00	8,500.00
9	Earthwork and Grading	LS	1	110,000.00	110,000.00
10	Replacement of three (3) Water Valves at Linwood & Lander	LS	1	42,000.00	42,000.00
11	Fire Hydrant Assembly	EA	8	8,800.00	70,400.00
12	6" PVC Water Pipe	LF	276	840.00	231,840.00
13	1" Water Service	LS	1	9,000.00	9,000.00
14	1" Landscape Service	LS	1	9,000.00	9,000.00
15	8" Fire Water Line	LS	1	22,000.00	22,000.00
16	Relocate Fence	LS	1	13,000.00	13,000.00
17	Minor Concrete (Curb and Gutter)	LF	823	60.00	49,380.00
18	Minor Concrete (Flatwork/Access Ramps)	SF	11,020	12.00	132,240.00
19	Minor Concrete (Exposed Aggregate)	SF	760	10.50	7,980.00
20	Minor Concrete (Residential Driveway Approach)	SF	1,236	20.00	24,720.00
21	Minor Concrete (Valley Gutter)	SF	554	16.00	8,864.00
22	Minor Concrete (Retaining Curb)	LF	49	30.00	1,470.00
23	Retaining Wall	LF	60	400.00	24,000.00
24	Access Ramps (Added Labor and Detectable Warning)	EA	18	500.00	9,000.00
25	Irrigation Repairs	ALLOW	1	\$5,000.00	5,000.00
26	Minor Concrete (Vertical Curb)	LF	3,483	28.00	97,524.00
27	Deep Lift (12" HMA)	SF	4,067	25.00	101,675.00

28	Grind Existing Asphalt (3.5" depth)	SY	24,852	3.50	86,982.00
29	Grind Existing Asphalt (2" depth)	SY	3,785	5.80	21,953.00
30	Aggregate Base	CY	417	115.00	47,955.00
31	Hot Mix Asphalt (2" Side Streets)	TON	426	155.00	66,030.00
32	Hot Mix Asphalt	TON	5,332	143.00	762,476.00
33	Digout and Plug Paving Allowance	ALLOW	1	\$100,000.00	100,000.00
34	Temporary Traffic Striping	LS	1	7,500.00	7,500.00
35	Adjust Frames and Covers to Grade (Storm and Sewer Manholes)	EA	33	1,600.00	52,800.00
36	Adjust Frames and Covers to Grade (Water and Survey Monument boxes)	EA	35	900.00	31,500.00
37	Install/Adjust Survey Monument Well to Grade	EA	5	900.00	4,500.00
38	RRFB Pedestrian Activated Crossing Systems	LS	1	87,000.00	87,000.00
39	Street Light and Conduits	EA	4	18,100.00	72,400.00
40	Traffic Signal Detector System - F St	LS	1	42,500.00	42,500.00
41	Traffic Signal Dectector System - Linwood Ave	LS	1	73,000.00	73,000.00
42	Traffic Signal Improvements - Linwood Ave	LS	1	17,000.00	17,000.00
43	Traffic Signal Dectector System - Glenwood	LS	1	72,000.00	72,000.00
44	Traffic Signal Improvements - Glenwood Ave	LS	1	21,000.00	21,000.00
45	Landscape (Median Grading)	LS	1	6,000.00	6,000.00
46	Landscape (Commercial Grade Weed Barrier Fabric)	LS	1	8,500.00	8,500.00
47	Landscape (Rubber Bark)	LS	1	36,000.00	36,000.00
48	Landscape Trees (Keith Davey Chinese Pistache)	EA	43	785.00	33,755.00
49	Landscape Irrigation	LS	1	52,000.00	52,000.00
50	Paint Red Curb	LF	101	4.00	404.00
51	Paint Grey Curb	LF	30	4.00	120.00
52	Pavement Striping (Detail 9)	LF	6,038	0.80	4,830.40
53	Pavement Striping (Detail 22)	LF	691	2.50	1,727.50
54	Pavement Striping (Detail 25A)	LF	5,553	1.00	5,553.00
55	Pavement Striping (Detail 37B)	LF	133	1.10	146.30

56	Pavement Striping (Detail 38)	LF	1,076	1.25	1,345.00
57	Pavement Striping (Detail 39)	LF	369	1.00	369.00
58	Pavement Striping (Detail 39A)	LF	205	1.00	205.00
59	Pavement Striping (Yellow Crosswalk)	SF	1,400	5.00	7,000.00
60	Pavement Striping (White Crosswalk)	SF	2,922	5.00	14,610.00
61	Pavement Striping (12" White)	LF	420	5.00	2,100.00
63	Pavement Markers (Blue)	EA	25	25.00	625.00
64	Median Nose Sign and Striping	EA	8	500.00	4,000.00
65	Relocate Signs (R1-1, Street Name) and Post	EA	3	400.00	1,200.00
66	Roadside Sign (R1-5) and Post	EA	4	400.00	1,600.00
67	Roadside Sign (R4-4) and Post	EA	1	400.00	400.00
68	Roadside Sign (R6-1) on Electrolier	EA	3	300.00	900.00
69	Roadside Sign (R28 (S)) and Post	EA	1	400.00	400.00
70	Roadside Sign (W9-11 and W16-7P)	EA	4	450.00	1,800.00
71	Roadside Sign (W11-2 and W16-9P) and Post	EA	4	450.00	1,800.00
72	Roadside Sign (W73) and Post	EA	1	400.00	400.00
73	Roadside Sign (W74) and Post	EA	1	400.00	400.00
74	All other items of work not included in other bid items	LS	1	5,000.00	5,000.00
Subtotal					

Bidder has examined and carefully studied the Bidding documents and other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged.

ADDENDA

No. <u>1</u>	Date <u>06/24/22</u>	Signed <u></u> Ed Berlier, Vice President/G.M
No. <u>2</u>	Date <u>06/28/22</u>	Signed <u></u> Ed Berlier, Vice President/G.M
No. <u>3</u>	Date <u>07/01/22</u>	Signed <u></u> Ed Berlier, Vice President/G.M
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____

TOTAL BID WRITTEN IN FIGURES:

\$ 3,144,730.00

TOTAL BID WRITTEN IN WORDS:

Three million one hundred forty four thousand seven hundred and thirty

CONTRACTOR:

George Reed, Inc.

COMPANY'S NAME: George Reed, Inc.

BY:  Ed Berlier
Vice President/ General Manager

ADDRESS: 140 Empire Avenue
(Number) (Street)
Modesto, CA 95354
(City) (State) (ZIP)

CONTRACTOR'S PHONE #: (209) 523-0734

NOTE: CONTRACTOR WILL BE REQUIRED TO LIST THEIR LICENSE NUMBER, EXPIRATION DATE, AND APPROPRIATE STATEMENT REGARDING PERJURY AND SIGNED BY INDIVIDUAL AUTHORIZED TO DO SO. FAILURE TO INCLUDE THE ABOVE ITEMS MAY CAUSE SAID CONTRACTOR'S BID TO BE REJECTED.

George Reed, Inc., Contractor's License # 211337, Class A, B, C12, C21, C32
(Company's Name)

Expires May 31, 2023. DIR #: 1000001042

This information is true, is provided as per Section 7028.15 of the Business and Professions Code, and is made herein under penalty of perjury.

X  06/27/22
(Bidder's Signature) (Date)

Ed Berlier, Vice President/General Manager

If the proposal is accepted and the undersigned shall fail to contract as aforesaid and fail to file with the City insurance certificates as required by said contract, within fourteen (14) days after the bidder has received notice from the City Engineer or his representative of the City of Turlock that the contract has been awarded to bidder and is ready for signature, the City of Turlock may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void.

Also accompanying this proposal is an affidavit of non collusion and questionnaire to general contractors, a statement of proposed sub contractors, if any, the address of mill, shop or office of any sub contractor, and a statement of work to be performed by sub contractors.

The names and addresses of persons interested in the foregoing proposal as principals are as follows:


(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state true name of firm, also names of all individual co partners composing firm; if bidder or other interested person is an individual, state first and last name in full.) (SEE NEXT PAGE)

Licensed in accordance with an act providing for the registration of Contractors,
License No. 211337 Expiration Date May 31, 2023

DATED: June 27, 20 22

Address: 140 Empire Avenue, Modesto, CA 95354

Phone: (209) 523-0734

X 
Signature of Bidder
Ed Berlier
Vice President/General Manager

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co partnership; and, if bidder is an individual, his signature shall be placed above. If a signature is by an agent other than an officer of a corporation or a member of the partnership, a Power of Attorney must be on file with the City Clerk prior to opening or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

George Reed, Inc. - A California Corporation
140 Empire Avenue, Modesto, CA 95354

List of Corporate Officers:
Margaret Reed - President
Ed Berlier - Vice President/ General Manager
Rosie R. Martinez - Secretary/Treasurer
Luke de Ga - Chief Financial Officer

EXHIBIT B
PAYMENT BY FORCE ACCOUNT

For work paid by force account, the City Engineer compares City's records to Contractor's daily force account work report. When the City Engineer and Contractor agree on the contents of the daily force account work reports, the City Engineer accepts the report and City pays for the work. If the records differ, City pays for the work based only on the information shown on City's records. If a subcontractor performs work at force account, work paid at force account will be accepted at an additional 2 percent (2%) markup to the total cost of that work, including markups, as reimbursement for additional administrative costs. The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit. If an item's unit price is adjusted for work-character changes, City excludes Contractor's cost of determining the adjustment. Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

A. Labor. Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a fifteen percent (15%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:

1. Employer payment to the worker for:
 - 1.1 Basic hourly wage
 - 1.2 Health and welfare
 - 1.3 Pension
 - 1.4 Vacation
 - 1.5 Training
 - 1.6 Other State and federal recognized fringe benefit payments

2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
 - 2.1 Workers' compensation insurance
 - 2.2 Social security
 - 2.3 Medicare
 - 2.4 Federal unemployment insurance
 - 2.5 State unemployment insurance
 - 2.6 State training taxes

3. Subsistence and travel allowances paid to the workers

4. Employer payment to supervisors, if authorized

The fifteen percent (15%) markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

- (a) Home office overhead

- (b) Field office overhead
- (c) Bond costs
- (d) Profit
- (e) Labor liability insurance
- (f) Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

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

1. A fifteen percent (15%) markup is added;
2. Supplier discounts are subtracted whether the Contractor takes them or not;
3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;
4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:
 - 4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
 - 4.2 Current wholesale price for those materials;
5. If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:
 - 5.1 During that period
 - 5.2 In the quantities used

C. Equipment Rental. Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. Fifteen percent (15%) percent markup.

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

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

The City Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
 - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
 - 1.2. Current during the work paid by force account.
 - 1.3. Regardless of equipment ownership but City uses the rental document rates or minimum rental cost terms if:
 - 1.3.1. Rented from equipment business Contractor does not own.
 - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the City Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. Contractor may submit cost information that helps the City Engineer establish the rental rate but City uses the rental document rates or minimum rental cost terms if:
 - 2.1. Rented from equipment business Contractor does not own.
 - 2.2. The City Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

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

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

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

1. Contractor submits a request to use rented equipment
2. Equipment is not available from Contractor's normal sources or from one of Contractor's subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable

5. The City Engineer authorizes the equipment source and the rental rate before Contractor uses the equipment

D. Equipment on the Job Site. For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

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

E. Equipment Not on the Job Site Required for Original-Contract Work. For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours	
Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00

2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

F. Equipment Not on the Job Site Not Required for Original-Contract Work. For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

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

G. Non-Owner-Operated Dump Truck Rental. Contractor shall submit the rental rate for non-owner-operated dump truck rental to City. The City Engineer shall determine the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

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

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

EXHIBIT C
WORKERS' COMPENSATION INSURANCE CERTIFICATION

Pursuant to Section 18(b) of the Agreement, Contractor certifies as follows:

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

Signed: _____

Date: _____

(Typed or Printed Name)

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

Business Phone: () _____

EXHIBIT D
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to **GEORGE REED INC**, hereinafter designated as the “Principal,” a contract for **Project No. 21-018 “Lander Ave Rehabilitation between D St and SR-99 ”**; and,

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

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

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

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

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

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

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal)

Witness _____

Approved as to form:

Risk Manager

EXHIBIT E
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to **GEORGE REED INC**, hereinafter designated as the “Principal”, a contract for **Project No. 21-018 “Lander Ave Rehabilitation between D St and SR-99 ”**; and

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

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

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

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

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

[Signatures on Following Page]

