

City Council Agenda



AUGUST 10, 2021

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH EXECUTIVE ORDER N-29-20, ISSUED BY CALIFORNIA GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT.

PERSONS WHO ATTEND THE MEETING ARE ASKED TO READ AND FOLLOW THE CURRENT STATE OF CALIFORNIA PUBLIC HEALTH GUIDANCE AT:

www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/What-Will-June-15-Look-Like.pdf

AND AT:

www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx#June15guidance

LISTING STATE-IMPOSED REQUIREMENTS FOR ATTENDING IN PERSON

THIS MEETING WILL BE STREAMED ON THE CITY OF TURLOCK WEBSITE AT WWW.CITYOFTURLOCK.ORG AND BROADCASTED ON SPECTRUM CHANNEL 2. MEMBERS OF THE PUBLIC MAY ALSO PARTICIPATE IN THE MEETING VIA THE FOLLOWING METHODS:

JOIN BY CLICKING ON THE MEETING LINK: <https://us02web.zoom.us/j/84924629186>

OR

JOIN BY ACCESSING THE ZOOM WEBSITE: <https://zoom.us/join>

WEBINAR ID: 849 2462 9186

OR

JOIN BY TELEPHONE: 669-900-6833*

WEBINAR ID: 849 2462 9186

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

Mayor
Amy Bublak

Council Members

Nicole Larson
Andrew Nosrati

Rebecka Monez
Pam Franco
Vice Mayor

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

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

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

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

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

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

1. CLOSED SESSION:

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

2. APPROVAL OF AGENDA AS POSTED OR AMENDED

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

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

- A. Recognition: Employee of the Month, May 2021, Payroll Coordinator, Taryn Perry
- B. Presentation: Carnegie Arts Center 2020 Annual Report
- C. Briefing: Roads Update (Bray)

4. PUBLIC PARTICIPATION

MEMBERS OF THE PUBLIC WISHING TO ADDRESS THE CITY COUNCIL WILL BE GIVEN THE SAME TIME ALLOTMENT FOR COMMENTS AS NORMALLY ALLOWED FOR MEETINGS SUBJECT TO THE PROVISIONS OF EXECUTIVE ORDER N-29-20.

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. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter.

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

5. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA, EXCEPT BY TITLE**6. CONSENT CALENDAR:**

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

- A. Resolution: Accepting Weekly Demands of 7/15/21 in the amount of \$1,774,951.03; Weekly Demands of 7/22/21 in the amount of \$882,555.54; Weekly Demands of 7/29/21 in the amount of \$1,098,276.69
- B. Motion: Accepting Minutes of the Special Meeting of May 11, 2021; Minutes of the Regular Meeting of May 11, 2021; Minutes of the Special Meeting of May 18, 2021; Minutes of the Special Meeting of May 21, 2021; Minutes of the Special Meeting of June 15, 2021
- C.
 - 1. Motion: Approval of Contract Change Order No. 2 (Final) with Sinclair General Engineering Construction in the amount of \$4,944.00 (Non-General Fund – Fund 215) for City Project No. 17-59 “Pedestrian Intersection Improvements, Various Locations” bringing the contract total to \$265,622.00
 - 2. Motion: Accepting improvements for City Project No. 17-59 “Pedestrian Intersection Improvements, Various Locations” and authorizing the City Engineer to file a Notice of Completion
 - 3. Resolution: Appropriating \$6,000 to account number 215-40-420.51210 “Federal Street Projects” to be funded via a transfer from Fund 217 “Streets Maintenance (Gas Tax)” unallocated reserves to provide necessary funding for City Project No. 17-59 “Pedestrian Intersection Improvements, Various Locations”
- D. Resolution: Authorizing the City Manager, or his or her designee, to approve a short-term extension to the reduced transit fare structure previously approved by the City Council under Resolution No. 2020-123, with a new expiration date of September 30, 2021, providing additional time to consider permanent fare options given pending State legislation and to allow for fare changes to align with other system changes
- E. Resolution: Rescinding Resolution No. 2021-042 and approving the sole source purchase of air purification and surface treatment technology for City transit vehicles from United Safety and Survivability Corporation (USSC) of Exton, Pennsylvania, to address the COVID-19 public health emergency in an amount not to exceed \$60,094 (Fund 426), without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(6) and in support of City Project No. 21004 “Transit Air Purification Upgrades”
- F.
 - 1. Motion: Approving an Access Agreement for Installation and Monitoring of Groundwater Monitoring Wells with West Turlock Groundwater Sustainability Agency
 - 2. Motion: Granting a Groundwater Monitoring Well Easement to West Turlock Groundwater Sustainability Agency for Installation and Monitoring of Groundwater Monitoring Wells
- G. Motion: Approving an Agreement 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 agreement to implement the After School Education and Safety (ASES) Program
- H. Motion: Approving an Agreement between the City of Turlock and the Turlock Unified School District for Police Officer services at Turlock High School and Pitman High School

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- I. Motion: Approving Amendment No. 1 to the Agreement with White Brenner LLP ("Firm") to extend the term for providing special counsel legal services to the City of Turlock ("City") and authorizing the Interim City Manager to execute Amendment No. 1 to the Agreement on behalf of the City
 - J. Resolution: Approving the S.B. 1 State of Good Repair (SGR) project list for FY 2021-22, transferring SGR funding from the Transit Operations Facility Project to a future bus stop rehabilitation and enhancement project
 - K. 1. Motion: Approving Amendment No. 1 to the Agreement between the City of Turlock and R3 Consulting Group, Inc. for Solid Waste Consulting Services to include additional scope of work for continuation of Solid Waste Rate development and assistance with meeting Solid Waste Regulatory Compliance, merging City Contract No. 2020-43 "Solid Waste Rate and Fee Study and City Contract No. 2020-77 "Solid Waste Consulting Services", and increasing the compensation by \$64,600, for a total not-to-exceed amount of \$131,516.00
2. Resolution: Re-appropriating unspent funds of \$16,000 from Fiscal Year 2020-2021 to Fiscal Year 21-22 account number 204-50-505.43320 "Special Services/Projects" from Fund 204 "AB 939 Integrated Waste Mgmt" for Amendment No. 1 to Agreement No. 2020-77 "Solid Waste Consulting Services" between the City of Turlock and R3 Consulting Group, Inc. for Solid Waste Consulting Services
 - L. Resolution: Rescinding Resolution No. 2021-142 and adopting a new Resolution establishing an Advisory Redistricting Commission to assist the City Council in the council district redistricting process necessitated by the 2020 Federal Census, to be titled "City of Turlock Redistricting Commission," establishing requirements for membership on the Commission, and establishing the manner in which appointments are made to the Commission
 - M. Motion: Adopting a Resolution to Employ a CalPERS Annuitant (Interim Chief of Police) pursuant to CalPERS Requirements
 - N. Motion: Authorizing the Interim City Manager to enter into an agreement with CPS HR Consulting for recruitment services related to the vacant positions of City Manager, Chief of Police, Fire Chief, Municipal Services Director, and Development Services Director, in an amount not to exceed \$100,000

7. FINAL READINGS: None

8. PUBLIC HEARINGS: None

9. ACTION ITEMS:

- A. Request to Award bid and approve an agreement in the amount of \$31,894,398 (Non-General Fund - Fund 420) with Mountain Cascade Inc. of Livermore, California for construction of City Project No. 18-69 "Surface Water Distribution System Improvements" AND Approve a procurement agreement for purchase of pumps, electrical motors, and variable frequency drives with Patterson Pump Company of Toccoa, Georgia in the amount of \$832,985 (Non-General Fund - Fund 420) for City Project No. 18-69 "Surface Water Distribution System Improvements" AND Approve a Purchase and Sale Agreement with Good Shephard Lutheran Church for property located at 3500 North Quincy Road for City Project No. 18-69 "Surface Water Distribution System Improvements" AND Approve Amendment No. 6 to an Agreement

with Carollo Engineers of Walnut Creek, California in the amount of \$1,315,261 (Non-General Fund - Fund 420) for engineering services during construction for City Project No. 18-69 "Surface Water Distribution System Improvements" AND Approve an Agreement with West Yost of Davis, California in the amount of \$2,181,055 (Non-General Fund - Fund 420) for construction management services for City Project No. 18-69 "Surface Water Distribution System Improvements" (*Fremming*)

Recommended Action:

Motion: Awarding bid and approving an agreement in the amount of \$31,894,398 (Non-General Fund - Fund 420) with Mountain Cascade Inc. of Livermore, California for construction of City Project No. 18-69 "Surface Water Distribution System Improvements"

Motion: Approving a procurement agreement for purchase of pumps, electrical motors, and variable frequency drives with Patterson Pump Company of Toccoa, Georgia in the amount of \$832,985 (Non-General Fund - Fund 420) for City Project No. 18-69 "Surface Water Distribution System Improvements"

Motion: Approving a Purchase and Sale Agreement with Good Shephard Lutheran Church for property located at 3500 North Quincy Road for City Project No. 18-69 "Surface Water Distribution System Improvements"

Motion: Approving Amendment No. 6 to an Agreement with Carollo Engineers of Walnut Creek, California in the amount of \$1,315,261 (Non-General Fund - Fund 420) for engineering services during construction for City Project No. 18-69 "Surface Water Distribution System Improvements"

Motion: Approving an Agreement with West Yost Associates of Davis, California in the amount of \$2,181,055 (Non-General Fund - Fund 420) for construction management services for City Project No. 18-69 "Surface Water Distribution System Improvements"

- B. Request to Authorize the acceptance of the American Rescue Plan Act funds from the U.S. Department of Treasury Coronavirus Local Fiscal Recovery Fund up to the allocated amount of \$15,753,190 in 119-10-188.34307 "American Rescue Plan Act" AND authorize the City Manager or his/her designee to execute all documents necessary to process the receipt and disbursement of those funds. (*Burke*)

Recommended Action:

Resolution: Authorizing the acceptance of the American Rescue Plan Act funds from the U.S. Department of Treasury Coronavirus Local Fiscal Recovery Fund up to the allocated amount of \$15,753,190 in 119-10-188.34307 "American Rescue Plan Act" and authorizing the City Manager or his/her designee to execute all documents necessary to process the receipt and disbursement of those funds

- C. Request to provide direction to staff to prepare and bring back a new Resolution rescinding Resolution No. 2009-246 and adopt a new Resolution identifying a revised Contract Change Order procedure. (*Bray*)

Recommended Action:

Motion: Providing direction to staff to prepare and bring back a new Resolution rescinding Resolution No. 2009-246 and adopting a new Resolution identifying a revised Contract Change Order procedure

10. CITY MANAGER REPORTS/UPDATES

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

A. City Manager

1. Items for Future Consideration Update (*Tamey Eddy*)

11. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Requests for Council items for future consideration will be scheduled in accordance with Resolution No. 2008-019.

12. 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.

13. CLOSED SESSION:

A. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)

"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."

Agency Designated Representative: Interim City Manager Sarah Eddy

Employee Organization: Turlock Associated Police Officers

Employee Organization: Turlock City Employees Association

Employee Organization: Turlock Firefighters Association-Local 2434

Employee Organization: Turlock Management Association-Public Safety

Unrepresented Employees: Accountant, Sr., Administrative Analyst, Administrative Services Director, Assistant to the City Manager for Economic Development/Community Housing, Chief Building Official, City Clerk, Community Housing Program Supervisor, Deputy Director Development Services/Planning, Development Services Director, Development Services Supervisor/City Surveyor, Executive Administrative Assistant/Deputy City Clerk, Executive Administrative Assistant/Municipal Services, Executive Administrative Assistant/Public Safety, Finance Director, Fire Chief, Human Resources Analyst, Sr., Human Resources Manager, Human Resources Technician, Information Technology Manager, Legal Assistant, Municipal Services Deputy Director, Municipal Services Director, Office Assistant I, Parks, Recreation and Public Facilities Director, Parks, Recreation and Public Facilities Manager, Payroll Coordinator, Police Business Unit Supervisor, Police Chief, Principal Civil Engineer, Regulatory Affairs Manager, Roads Program Manager, Transit Manager, Utilities Manager, and Water Quality Control Division Manager.

- B. Liability Claims, Cal. Gov't Code §54956.95
"For the purposes of [Section 54956.9], 'existing facts and circumstances' shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5."
Claimant: Cheek, Melissa and Medina, Manuel
Agency Claimed Against: City of Turlock
- C. Liability Claims, Cal. Gov't Code §54956.95
"For the purposes of [Section 54956.9], 'existing facts and circumstances' shall consist only of one of the following: The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5."
Claimant: Newton, Caitlin
Agency Claimed Against: City of Turlock

14. REPORTS FROM CLOSED SESSION

15. ADJOURNMENT



CARNEGIE | ARTS CENTER

Annual Report 2020

Presented to the Turlock City Manager
May 18, 2021

CARNEGIE | ARTS CENTER

BOARD OF DIRECTORS

Jeani Ferrari, President

Ursula Navarro, Vice President

Trudia Pauley, Treasurer

Cliff Bailey

Matt Cranford

Juliene Flanders

Emily Fleischmann

Fatima Sousa Kaster

Candy Klaschus

Brandi LoForti

Colbie McRae

Michelle Morelli

Myrna Wachs

Forrest White

Robert Yockey

MISSION STATEMENT

The Carnegie Arts Center is the community's resource for discovering and learning through the arts.

ADMINISTRATION

Lisa McDermott, Director

Part-time Staff

Marie Carroll, Weekend Supervisor/Event Support Staff

Elizabeth Claes, Office Manager & Bookkeeper

Melissa Gomes, Rental & Special Events Coordinator

Maggie Gonzales, Membership & Public Programs Coordinator/Volunteer Coordinator/Exhibitions Assistant/Weekend Supervisor

Nic Webber, Web Designer & Preparator

EXECUTIVE SUMMARY

2020 was an unprecedented year. The Carnegie Arts Center felt major impacts from the Covid-19 pandemic – as most of our region’s non-profits and small businesses did. Following the devastating effects of a 13-month closure of almost all operations, I am proud to say that we are re-opening in a strong financial position and look forward to inviting our audiences back.

Our dedicated staff suffered furloughs until our first Payroll Protection Program loan was received. When we returned to the offices at the end of May, there was much to do. What would have been gallery exhibitions were transitioned into a “virtual gallery” on our website. What would have been lectures, discussions and gallery talks were adapted for a Zoom audience. What would have been live performances and family activities became video presentations. Despite some trial and error, I am pleased with what we have been able to offer our audiences as they stayed at home.

Our year began with an exciting grant from the EMC Health Foundation supporting a lecture series on topics related to children’s mental health. The series was cut short by the pandemic, but with their participation and funding, we were able to present a total of four important and well-received lectures – two live and two virtual. This series raised the CAC’s profile in the community and brought us into collaboration with a dynamic new partner.

Another high point was the introduction of a Teen Docent program. With a Boyett Foundation grant we trained a cohort of seven students from high schools in Turlock and Modesto; they participated in learning about art appreciation, analysis and history. Although our exhibitions were not open to the public, the Teen Docents were able to practice discussing real works of art and, by October, were prepared to offer tours if the galleries had re-opened. Their training continues this spring and a new cohort will be invited to join this summer.

Loss of revenue proved to be the most challenging aspect of the year. With no income from facility rentals or admission fees, cancellation of fundraisers, and fewer classes and sales, the CAC budget was hit hard. Community outreach and an on-line auction brought some funding to replace the in-person events. We were fortunate that community support remained high, with membership renewals and sponsorships maintained at or near previous year levels.

Thankfully, assistance came from foundation and government relief grants. Finances at the end of the 2019-20 fiscal year were boosted by earnings in the Endowment Fund. Under the Foundation’s investing policy, an amount from the earnings may be transferred to operating funds at the end of each year. With just over \$2M in the investment fund at present, the annual transfer has been in the range of \$75,000 for the past few years. Our Board of Directors – past and present – have made securing the CAC’s future through the Endowment a high priority, and their planning paid off during this year of such uncertainty.

Lisa McDermott, Director

HIGHLIGHTS

- Exhibitions, live events and programs all went on hiatus in March due to the Covid-19 pandemic. Public Health restrictions kept the galleries closed for most of the year.
- Relief funding was received from the Stanislaus Community Foundation, the Payroll Protection loan program, and Stanislaus County CARES Act Grant.
- Virtual offerings were developed to be able to continue serving audiences:
 - *Family Friday series*
 - *Virtual Exhibitions Gallery*
 - Live-streamed and recorded artist interviews
- A grant from the EMC Health Foundation funded a lecture series on *Children & Challenges in Mental Health*.
- A grant from The Boyett Foundation “Make Dreams Real Fund” kick-started a new Teen Docent program.

EXHIBITIONS

The Ferrari Gallery exhibit that opened in January 2020 featured artist Jamey Brzezinski. It was cut short in March by the first pandemic-related shutdown, and all subsequent exhibitions in the 2019-2020 season were either cancelled, postponed, or moved to a “virtual gallery” on the CAC website. In September, with high hopes for re-opening, we installed a major exhibition. The exhibition, *Cut Up/Cut Out*, was ready for audiences, but restrictions kept the gallery closed for all but a few weeks. This traveling exhibition had been on a nationwide tour under the auspices of the Bedford Gallery, Walnut Creek. It included an impressive array of international contemporary artists whose work involves cutting and piercing of their materials – from traditional cut paper techniques to works cut into and out of metal, rubber, drywall, and more. It was incredibly disappointing not to be able to share the exhibition with a broader audience.



Jamey Brzezinski, *Pool with Fountain #12*



Ferrari Gallery Installation view, *Cut Up/Cut Out*, Fall 2020

Ferrari Gallery

Retrospection: Paintings by Jamey Brzezinski

January–March 2020

†*Firing Imagination: Contemporary Ceramics & Glass* April–May 2020

†*Ready, Set, Show! Youth Art Exhibition** June 2020

†*Carnegie Art Showcase* July–August 2020

Cut Up/Cut Out September 2020–January 2021



Teen docent with visitors in *Cut Up/Cut Out*, Fall 2020

Hilmar Cheese Company Lobby Gallery

The Photo Collective Members Exhibition February–April 2020

†*Farms & Fields* May–July 2020

‡*Yosemite Renaissance 35* August–September 2020

‡*In This Time* October 2020–January 2021

Total Number of Exhibitions: 9

*indicates a program for children/teens

† virtual presentation only

‡physical and virtual gallery presentation

PROGRAMS & SPECIAL EVENTS

We began the year with the first of a series of lectures funded by the EMC Health Foundation. These free presentations were intended to touch on all aspects of children's mental health issues. Our initial speaker, William Strickland, is a McArthur Foundation Fellow and founder of the Manchester Bidwell Corporation, a nationally recognized non-profit arts and technical training center. Strickland was received enthusiastically by a capacity audience and signed copies of his book for attendees at a reception. Following the panel discussion with regional education professionals in March, the remaining presentations all had to be cancelled or re-imagined. We converted as many to online webinars as we could and shifted topics to be relevant during the pandemic; this included a discussion with two child psychiatrists who helped support parents, teachers and kids with suggestions for "surviving" distance learning as they headed back to school in September. Tragedy struck our November speaker, Collin Kartchner, less than two weeks before his scheduled presentation about the effects of social media on children's mental health. His sudden death left a hole in the schedule and in the hearts of his many supporters. We celebrated his life by sharing several of his recorded speeches online. An additional presenter was recruited for the final lecture in the series; Dr. Lauren Hodges did a webinar for educators about maintaining one's own mental health during challenging times.



William Strickland with EMCHF President & CEO Jefferey Lewis



As the pandemic restrictions went into place, performance-centered programs, like our jazz concert series, were postponed or cancelled. Some programs, such as lectures, artist talks, and our popular Family Friday activities were eventually adapted as webinars or pre-recorded videos. With the support of our sponsor, Kids Care Dental & Orthodontics, we created Family Friday Fun Kits, providing supplies and instructions to go along with many of the event videos.

Most of our creative partners, including LightBox Theatre Company, the Village Dancers, Sunshine Strummers, Turlock Uke Jamz, and Modesto-Stanislaus Poetry Center were able to take their meetings/shows into the virtual space as well.

With the cancellation of spring events and activities, the CAC's annual **Art of Design Home & Garden Tour** was postponed at first. With public health restrictions carrying on into the fall, the event was cancelled and replaced by an online art and antiques auction. Over 60 items were donated by local artists and collectors. While it was not a full replacement for the funds normally raised during the *Home & Garden Tour*, it did bring in over \$5,000 in sales.

Family Fridays (Sponsored by Kids Care Dental & Orthodontics)

Escape Room (problem solving activities)*

Valentine's Day (poetry & art activities, with MoSt Poetry)*

†*Back to School* (craft activities)*

†*Rhythm & Creativity* (craft & music activities with Ballico Taiko)*

†*Cut Poetry & Papel Picado* (poetry & art activities, with MoSt Poetry)*

†*Berenstain Bears Thanksgiving* (reader's theater with LightBox Theatre Company)*

†*Holiday Pajama Party* (storytelling and sing-along, with Sunshine Strummers)*

Arts Lecture Series

Real Super, Real Heroes: Creators of Color, Innovation, & the Classroom Experience, Dr. Theresa Rojas, MJC

Garry Winogrand: All Things are Photographable (documentary film)

†*Carnegie Art Showcase Gallery Talks* (recorded conversations with exhibiting artists Carol David, Eddie Rodriguez, Richard Gomez, Vivian Patton & Geri Patterson-Kutras)

Children & Challenges in Mental Health Lecture Series

The Role of the Arts in Behavioral Health Challenges, William Strickland

What You Need to Know About Today's Public Schools, Dr. Terry Metzger, Tracy Manzoni & Crystal Sousa

†*Distance Learning & Mental Wellness*, Dr. Neha Chaudhary & Dr. Steven Sust

†*A Stress Survival Guide in a Covid World*, Dr. Lauren Hodges

Special Events



Exhibition opening reception for *Valley Focus*

Conversations with the Curator: Valley Focus members' event

†*ArtOber Art Auction*

*indicates a program for children/teens

† virtual presentation only

FIELD TRIPS

The *DiscoverArt* Field Trip program went on complete hiatus in 2020, with no school visits to the CAC's galleries. More than 1,200 students from the Ceres Unified School District had been scheduled to visit during the ***Firing Imagination: Contemporary Ceramics & Glass*** exhibition. The LightBox Theatre Company production of ***Treasure Island Bistro*** that was scheduled for March had more than 750 students scheduled to attend before the show was cancelled.

CLASSES

Most classes in the spring of 2020 were cancelled when school closed. Summer and fall classes were held for a limited number of students with strict Covid-19 safety protocols in place. In the fall, one adult workshop in leatherworking was offered, and one online drawing class was presented.

Classes offered for youth included:

Music Together: Ages 0-5

Art Start: Ages 5-8

Masterpieces: Ages 8-12

Specialty Classes (Collage, Drawing, Painting, Comics, Anime, Creative Writing): Ages 8-14

Art Explorers Art Camps: Ages 7-16



MEMBERSHIP

During this difficult year, the Carnegie was fortunate to have broad-based community support. At the end of 2020 we had 496 members contributing at all levels, from \$40 Senior Memberships to \$1,000 Circle Memberships. 30% have been members since the start of the membership program in 2011. Carnegie Art Club for Kids was launched in 2016, now with 9 members under the age of 12. Membership revenue during the pandemic year dropped only 0.9% (less than \$400 overall). Maintaining this level of support felt very significant.



Number of Members by Level:

Educator: 15

Senior: 101

Individual: 31

Family: 79

Friend: 205

Benefactor: 37

Patron: 12

Carnegie Circle: 7



Carnegie Art Club: 9

Lifetime Status: 80

MARKETING

With fewer than usual activities and exhibitions to promote, marketing efforts moved mainly to the CAC's social media spaces. Sharing information and supporting our regional arts and culture non-profit colleagues, all struggling during the business closures, was an important goal. Because we would normally advertise in the programs of Gallo Center for the Arts, Modesto Symphony, Central West Ballet, Prospect Theatre Project, LightBox Theatre Company, and Stanislaus Artists Open Studios, we did our best to help promote their fundraising and virtual program efforts.

Ali Cox & Company was contracted to build audience for the *Children & Challenges in Mental Health* lecture series, and their assistance in bringing attention to these important presentations was invaluable.

Platform	Followers/Subscribers as of 1/2021	Growth
Facebook	3331	4.5%
Instagram	1478	9%
Twitter	410	1%
Email list	4000	4.5%



@CarnegieTurlock



@carnegiearts



@carnegieturlock

Blog: <https://carnegiearts.wordpress.com/>

Web: <https://www.carnegieartsturlock.org/>

REVENUE & EXPENSE (FY 2019-20)

Permanently Restricted Funds include all donations made to the Endowment Fund:

Total Endowment Fund gifts collected as of June 30, 2020: \$1,957,501

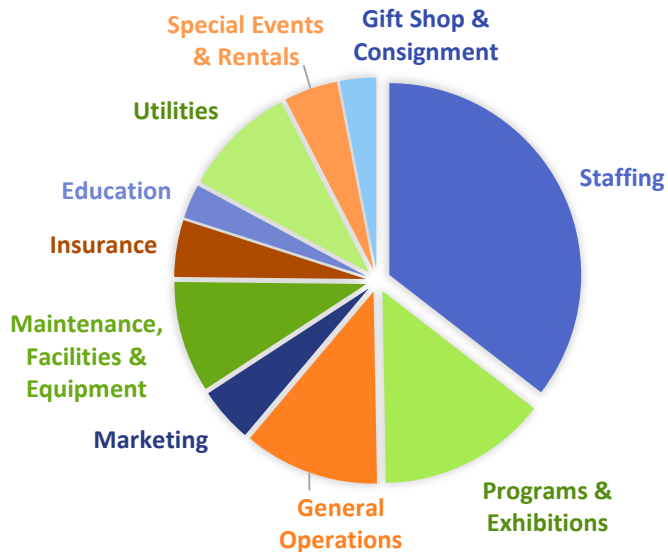
Actual Endowment Fund value as of June 30, 2020: \$1,963,838

Temporarily Restricted Funds include donations made to:

- **School Bus Transportation Fund:** provides reimbursement for field trip transportation expenses.
- **Express Yourself! Justin Ferrari Youth Arts Fund:** provides funding any program related to youth on an “as needed” basis, including scholarships for 65-85% of tuition cost for students who qualify.
- **Maintenance Reserve Fund:** covers high-cost or unanticipated building and equipment maintenance.

Total held in Temporarily Restricted Funds as of 6/30/2020: \$73,921

EXPENSES FY 2019-20



Total Expenses
FY 2019-20:
\$329,643

INCOME FY 2019-20



Total Unrestricted
Income FY 2019-20:
\$333,439
Endowment Fund
transfer: \$78,133

2020 STATISTICS

OPEN TO THE PUBLIC:

January 2 – March 15 and October 16 – November 15; Gift Shop & Lobby open limited hours from June – December.

EXHIBITION VISITORS:

Total visitors in both galleries: **584**

PROGRAM & EVENT PARTICIPANTS:

8 live programs & special events; **627** total in-person event attendance

13 virtual events; over **3,000** video views

33% of all events were for youth/families, accounting for 41% of event participants.

STUDENTS IN CLASSES:

28 classes offered; 11 classes ran successfully; **88** total enrollments

93% of classes offered were for youth, accounting for 87% of enrollment

FACILITY RENTALS:

11 rentals; 50% of rentals to non-profit, government, and school groups; est. total guests: **900** (not including affiliate groups)

AFFILIATE GROUPS: (all went on hiatus for facility use in March 2020, but remain committed partners for 2021 as may be allowed)

Village Folk Dancers: weekly

Sunshine Strummers Ukulele Group: weekly

Turlock Uke Jamz: monthly

Modesto-Stanislus Poetry Center: quarterly

LightBox Theatre Company: biannually

2020 - 2021 SEASON SPONSORED BY:

GOLD SPONSORS



SILVER SPONSORS

Braden Farms
California State University, Stanislaus
Garton Tractor, Inc.
Kids Care Dental & Orthodontics
John Miles & Priscilla Peters
Trudie Pauley
Ripon Manufacturing Company

BRONZE SPONSORS

Acme Electric
Chella Gonsalves
InsureCAL Insurance Services
Lancaster Painting
Mocse Credit Union
Morgan Stanley/Kelly McMurray, Financial Advisor
Paul's Paint Company
Robic Refrigeration

SEASON PROMOTERS

Central West Ballet
Crinklaw Fine Arts
Monte Vista Optometry
Wahl, Willemse & Wilson, CPAs
Arlon & Susan Waterson

Participation Fees	CAC Member	Non-member	Student
Artist Submission Fees	\$15	\$20	n/a
Artisan Boutique Artist Fee	\$35	\$35	n/a
Gallery Admission	Free	\$7	\$5
<i>First Friday of each month is free admission for all</i>			
<i>Children 12 and under Free</i>			
Ticket for Concert	\$5	\$10	\$5
Ticket for Home Tour	\$25	\$30	n/a

Membership Levels	(annual dues)	
Senior/Educator	\$40	
Kids Club	\$50	(youth ages 5-12)
Individual	\$50	
Dual	\$75	
Friend	\$125	
Benefactor	\$250	
Patron	\$500	
Carnegie Circle	\$1,000	
<i>Members receive discounts of 10-15% for all gift shop purchases and class registrations.</i>		

Adult Classes

Art Appreciation	4-week session	\$40
Creative Writing	6-week session	\$60
Leatherworking Workshop	4 hrs.	\$60
Drawing Class	online only, 10 days	\$60

Youth Classes

Music Together	10-week session	\$150
Art Start	4-week session	\$50
Masterpieces	4-week session	\$65
Specialty Classes	6-week session	\$70
Saturday Workshops	3 hrs.	\$30
Creative Writing Camp	full week, 3 hrs/day	\$85
Summer Camp	full week, 2 hrs/day	\$150

Field Trips

Activity Fee	per student	\$2
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Carnegie Arts Center		Weekday Rate (hourly)	Weekend Day Rate (hourly)	Weekday Rate Non-Profit	Weekend Day Rate Non-Profit	After Hours Premium Charge
Facility Rentals		M-Th, 9 am-5 pm	Fri-Sun, 9 a.m.-5 p.m.	M-Th, 9 am-5 pm	Fri-Sun, 9 a.m.-5 p.m.	any hour before 9 a.m. or after 5 p.m.
LOFT		\$175.00	\$190.00	\$131.25	\$142.50	+ \$30
GEMPERLE GALLERY		\$150.00	\$165.00	\$112.50	\$123.75	+ \$30
FERRARI GALLERY		n/a	\$165.00	n/a	\$123.75	+ \$30
STUDIO		\$60.00	\$75.00	\$45.00	\$56.25	+ \$30
LOBBY		n/a	\$90.00	n/a	\$67.50	+ \$30
PLAZA		n/a	\$90.00	n/a	\$67.50	+ \$30
MULTI-ROOM RENTALS						
Loft + Lobby		\$215.00	\$245.00	\$161.25	\$183.75	+ \$30
Gemperle + Lobby		\$190.00	\$220.00	\$142.50	\$165.00	+ \$30
Ferrari + Lobby		n/a	\$220.00	n/a	\$165.00	+ \$30
Plaza + Lobby		n/a	\$160.00	n/a	\$120.00	+ \$30
Loft <u>or</u> Gemperle + Ferrari		n/a	\$275.00	n/a	\$206.25	+ \$30
Loft + Gemperle		\$275.00	\$305.00	\$206.25	\$228.75	+ \$30
Full Facility		n/a	\$375.00	n/a	\$281.25	+ \$30
ADDITIONAL COSTS						
Security Deposit	\$250	Required (refunded if facility left in satisfactory condition, event concludes on time & no additional charges incurred)				
	\$500 (100+ guests)	Required (refunded if facility left in satisfactory condition, event concludes on time & no additional charges incurred)				
Security	\$25/hour per guard	Required for events with 100 or more guests or events serving alcohol; number of guards based on attendance and type of event, determined by CAC staff.				
Technical Staff	\$35/hour	Required for events using production lighting equipment in The Loft or as determined by CAC staff.				
Custodial Staff	\$30/hour	Required for events serving food & beverages or more than 100 guests, or as determined by CAC staff.				
NOTE: Lobby use is not exclusive during regular hours (Tues-Sun, 10 a.m. - 5 p.m. & Friday 10 a.m. - 8 p.m.), but may be rented for use as guest check-in or greeting area during those times.						

Carnegie Arts Center Facility Rentals	Weddings*	Funeral/Memorial**	Youth Birthday†	
LOFT	\$2,000.00	\$800.00		*Wedding package includes: 3 one-hour meetings with Carnegie staff for planning with bride & vendors (caterer, photographer, coordinator, etc) 10 hours use of reserved space(s), including set up/clean-up Additional hours charged at \$250/hour.
GEMPERLE GALLERY	\$1,750.00	\$600.00		
FERRARI GALLERY	n/a			
STUDIO	n/a		\$350.00	**Funeral/Memorial Package includes: 5 hours use of reserved space, including set-up/clean-up (must conclude by 5 p.m.) Additional hours charged at \$150/hour.
LOBBY	n/a			
PLAZA	n/a			
MULTI-ROOM RENTALS				
Loft + Lobby	\$2,300.00			†Youth Birthday Package includes: 4 hours use of reserved space, including set-up/clean-up (must conclude by 5 p.m.) 1 ½ hours with art teacher, project to be determined Art materials/supplies for project

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
 WEEKLY DEMANDS OF 7/15/21 IN THE }
 AMOUNT OF \$1,774,951.03; }
 WEEKLY DEMANDS OF 7/22/21 IN THE }
 AMOUNT OF \$882,555.54; WEEKLY }
 DEMANDS OF 7/29/21 IN THE AMOUNT }
 OF \$1,098,276.69 }

RESOLUTION NO. 2021-

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:
7/15/21	\$1,774,951.03
7/22/21	\$882,555.54
7/29/21	\$1,098,276.69

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of August, 2021, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

 Allison Martin, Interim City Clerk,
 City of Turlock, County of Stanislaus,
 State of California

Payment Register

From Payment Date: 7/9/2021 - To Payment Date: 7/15/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
130508	07/12/2021	Open			Utility Management Refund	COUCHMAN, NATHAN, JAMES	\$199.46		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		222992-007	MOVE-OUT CREDIT	07/12/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$199.46			
130509	07/12/2021	Open			Utility Management Refund	CUEVA, SONIA	\$146.19		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		413275-003	MOVE-OUT CREDIT	07/12/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$146.19			
130510	07/12/2021	Open			Utility Management Refund	HOTAK, ATIQULLAH	\$70.66		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		30724-003	MOVE-OUT CREDIT	07/12/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$70.66			
130511	07/12/2021	Open			Utility Management Refund	MIGUEL, PAULO	\$208.26		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		135801-002	MOVE-OUT CREDIT	07/12/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$208.26			
130512	07/12/2021	Open			Utility Management Refund	RENTERIA, JESSE	\$184.52		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		214523-009	MOVE-OUT CREDIT	07/12/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$184.52			
130513	07/12/2021	Open			Utility Management Refund	RUSSELL, STEPHEN	\$240.57		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		100692-007	MOVE-OUT CREDIT	07/12/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$240.57			
130514	07/12/2021	Open			Utility Management Refund	RYNDERS, LANI	\$189.78		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		146307-008	MOVE-OUT CREDIT	07/12/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>			
	420 - WATER			420.11000 (Cash)		\$189.78			
130515	07/15/2021	Open			Accounts Payable	ALFRED MATTHEWS COLLISION	\$3,720.59		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	GCCB87566		06/30/2021	FR17-295 front end repair			\$3,720.59		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		

Payment Register

From Payment Date: 7/9/2021 - To Payment Date: 7/15/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130516	110 - General Fund			110.11000 (Cash)			\$3,720.59		
	07/15/2021	Open			Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	\$51,778.68		
	Invoice		Date	Description		Amount			
	622926		06/24/2021	Labor Negotiations - April 2021		\$51,778.68			
	Paying Fund			Cash Account		Amount			
130517	110 - General Fund			110.11000 (Cash)			\$49,388.30		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,540.47		
	420 - WATER			420.11000 (Cash)			\$849.91		
	07/15/2021	Open			Accounts Payable	BACKFLOW DISTRIBUTORS, INC	\$120.75		
	Invoice		Date	Description		Amount			
130518	59868		06/30/2021	BACKFLOW PARTS		\$120.75			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$120.75			
	07/15/2021	Open			Accounts Payable	Blair, Church & Flynn Consulting Engineers, Inc.	\$3,632.26		
	Invoice		Date	Description		Amount			
130519	65843		06/30/2021	SR01, Improvements at TRWQCF (Multiple Projects) 3/1/21-5/30/21		\$1,562.20			
	65842		06/30/2021	SR01, Improvements at TRWQCF (Multiple Projects) 4/5/21-5/30/21		\$1,090.54			
	65841		06/30/2021	SR01, Improvements at TRWQCF (Multiple Projects) 4/5/21-5/30/21		\$979.52			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,632.26			
130520	07/15/2021	Open			Accounts Payable	BONANDER TRUCKS	\$153.88		
	Invoice		Date	Description		Amount			
	251053		06/30/2021	part #12135194		\$51.29			
	251132		06/30/2021	part #12135194		\$102.59			
	Paying Fund			Cash Account		Amount			
130521	110 - General Fund			110.11000 (Cash)			\$153.88		
	07/15/2021	Open			Accounts Payable	CAROLLO ENGINEERS	\$41,757.40		
	Invoice		Date	Description		Amount			
	FB10701		06/30/2021	For Professional Services Rendered through April 30, 2021		\$16,369.45			
	FB11949		06/30/2021	For Professional Services Rendered through May 31, 2021		\$25,387.95			
130522	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$41,757.40			
	07/15/2021	Open			Accounts Payable	Center for Human Services	\$1,096.51		
	Invoice		Date	Description		Amount			
	FY20/21-DRAW 4R		06/30/2021	CENTER FOR HUMAN SERV. PUBLIC SERV. FY 2020-2021		\$1,096.51			
130522	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$1,096.51			
	07/15/2021	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$30,740.89		
130522	Invoice		Date	Description		Amount			
	68433		06/30/2021	CHAMPION - HVAC AT SENIOR CENTER		\$11,586.00			

Payment Register

From Payment Date: 7/9/2021 - To Payment Date: 7/15/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	68230		06/30/2021		UPGRADE OF ZONE CONTROLS (ENGINEERING & MUNI OFFICES)		\$18,642.00		
	67895		06/30/2021		NO A/C @ DIAL-A-RIDE BLDG		\$512.89		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$512.89		
	241 - Asset Replacement				241.11000 (Cash)		\$9,796.00		
	301 - Capital Improvements				301.11000 (Cash)		\$11,586.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$4,423.00		
	420 - WATER				420.11000 (Cash)		\$4,423.00		
130523	07/15/2021	Open			Accounts Payable	City Direct, Inc	\$675.00		
	Invoice		Date		Description		Amount		
	6144		07/06/2021		Turlock Direct Magazine August		\$675.00		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$675.00		
130524	07/15/2021	Open			Accounts Payable	CLARK BROS INC	\$454,575.00		
	Invoice		Date		Description		Amount		
	229220006		06/30/2021		20-027 City Wide Chlorination June 2021 PP4		\$454,575.00		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$454,575.00		
130525	07/15/2021	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$4,009.00		
	Invoice		Date		Description		Amount		
	MW-5-21		06/30/2021		WEED CONTROL SERVICES - MAY 2021		\$4,009.00		
	Paying Fund				Cash Account		Amount		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$372.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,637.00		
130526	07/15/2021	Open			Accounts Payable	CONDOR EARTH TECH INC	\$1,433.00		
	Invoice		Date		Description		Amount		
	85135		06/30/2021		May 24 - June 23, 2021		\$229.50		
	85115		06/30/2021		April 24 - June 23, 2021		\$1,203.50		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,433.00		
130527	07/15/2021	Open			Accounts Payable	Consolidated Engineering, Inc.	\$22,983.69		
	Invoice		Date		Description		Amount		
	PP2/CP20-028		06/30/2021		20-028 Storm Drain & Surface Improve at Clara & Forest June 2021		\$22,983.69		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$22,983.69		
130528	07/15/2021	Open			Accounts Payable	DALE & LORETTA MCFADDIN	\$1,000.00		
	Invoice		Date		Description		Amount		
	1234		06/30/2021		MOWER FRAME		\$1,000.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$500.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$500.00		
130529	07/15/2021	Open			Accounts Payable	DELL MARKETING LP	\$3,108.66		
	Invoice		Date		Description		Amount		
	10499427228		06/30/2021		MONITORS FOR MUNI		\$446.98		
	10499338160		06/30/2021		MONITOR FOR RECREATION		\$223.49		

Payment Register

From Payment Date: 7/9/2021 - To Payment Date: 7/15/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	10484731267		06/30/2021		PLC PROGRAMMING LAPTOP - MUNI		\$2,438.19		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$223.49		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,438.19		
	420 - WATER				420.11000 (Cash)		\$446.98		
130530	07/15/2021	Open			Accounts Payable	DELTA WIRELESS & NETWORK	\$929.00		
	Invoice		Date		Description		Amount		
	191000099-1		06/30/2021		Police Service call OPO6		\$754.00		
	191000163-1		06/30/2021		New Radio Programing APX6000 700/800		\$75.00		
	191000161-1		06/30/2021		New Radio Programing APX6000 700/800		\$75.00		
	191000136-1		06/30/2021		Police Service call APX1000		\$25.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$929.00		
130531	07/15/2021	Open			Accounts Payable	DIVISION OF THE STATE ARCHITECT	\$335.60		
	Invoice		Date		Description		Amount		
	4/1/21-6/30/21		06/30/2021		2nd Qtr 2021 Disability Access Fee		\$335.60		
	Paying Fund				Cash Account		Amount		
	301 - Capital Improvements				301.11000 (Cash)		\$335.60		
130532	07/15/2021	Open			Accounts Payable	DUKE'S ROOT CONTROL INC.	\$14,266.78		
	Invoice		Date		Description		Amount		
	19191		06/30/2021		Sewer line chemical root control		\$14,266.78		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$14,266.78		
130533	07/15/2021	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$184.04		
	Invoice		Date		Description		Amount		
	S5299982.001		06/30/2021		Replacement Tools for Worn Out Ones		\$90.12		
	S5301640.001		06/30/2021		Safety Gloves		\$93.92		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$184.04		
130534	07/15/2021	Open			Accounts Payable	EQUIFAX	\$54.42		
	Invoice		Date		Description		Amount		
	6413751		06/30/2021		EQUIFAX-CREDIT CHECK SERVICES		\$54.42		
	Paying Fund				Cash Account		Amount		
	255 - CDBG				255.11000 (Cash)		\$54.42		
130535	07/15/2021	Open			Accounts Payable	FALANY FENCE COMPANY	\$3,279.00		
	Invoice		Date		Description		Amount		
	14257		06/30/2021		Fence repair for storm pond 2050 W. Main		\$3,279.00		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,279.00		
130536	07/15/2021	Open			Accounts Payable	FASTENAL COMPANY INC	\$202.30		
	Invoice		Date		Description		Amount		
	CATUR173349		06/30/2021		TRA15-1040PP		\$13.88		
	CATUR173492		06/30/2021		12" CALIPER		\$154.07		
	CATUR170266		06/30/2021		WQC supplies		\$34.35		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$188.42		

Payment Register

From Payment Date: 7/9/2021 - To Payment Date: 7/15/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130537	425 - Transit - Dial-A-Ride			425.11000 (Cash)			\$13.88		
	07/15/2021	Open			Accounts Payable	FEDERAL EXPRESS	\$25.22		
	Invoice		Date	Description			Amount		
	7-430-03791		06/30/2021	SHIPPING CHARGES 7/9/21			\$25.22		
	Paying Fund			Cash Account			Amount		
130538	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$25.22		
	07/15/2021	Open			Accounts Payable	FRESNO CITY COLLEGE	\$450.00		
	Invoice		Date	Description			Amount		
	16084752-53		06/30/2021	FIREARMS INSTRUCTION 6/7-11/21 ALLISON, SIMBALENKO, YOUNG			\$450.00		
	Paying Fund			Cash Account			Amount		
130539	110 - General Fund			110.11000 (Cash)			\$450.00		
	07/15/2021	Open			Accounts Payable	GCR TIRES & SERVICE	\$1,931.97		
	Invoice		Date	Description			Amount		
	858-45028		06/30/2021	EL20-627			\$63.26		
	858-44570		06/30/2021	ST91-711			\$836.68		
130540	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,095.29		
	07/15/2021	Open			Accounts Payable	GILLIG LLC	\$694.24		
	Invoice		Date	Description			Amount		
	40819298		06/30/2021	TRA18-1060P			\$55.83		
	40818513		06/30/2021	TRA18-1060P			\$515.21		
130541	426 - Transit			426.11000 (Cash)			\$694.24		
	07/15/2021	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$27,655.01		
	Invoice		Date	Description			Amount		
	43742		06/30/2021	Fuel for Fire #3			\$1,168.42		
	43903		06/30/2021	CUST #24090 - Fuel Expense for 6/16/21-6/30/21			\$26,486.59		
130542	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$14,731.98		
	205 - Sports Facilities			205.11000 (Cash)			\$221.60		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$1,945.81		
	246 - Landscape Assessment			246.11000 (Cash)			\$1,424.17		
	255 - CDBG			255.11000 (Cash)			\$47.53		
	405 - Building			405.11000 (Cash)			\$127.73		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$3,264.64		
	420 - WATER			420.11000 (Cash)			\$2,515.15		
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			\$1,842.24		
	426 - Transit			426.11000 (Cash)			\$1,190.71		
	502 - Engineering			502.11000 (Cash)			\$343.45		
	07/15/2021	Open			Accounts Payable	Granberg & Associates	\$17,875.00		
	Invoice		Date	Description			Amount		
	38		06/30/2021	SRWA Contract General Manager for 2020-21 for June 2021			\$17,875.00		

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130543	Paying Fund				Cash Account		Amount		
	950 - SRWA				950.11000 (Cash)		\$17,875.00		
	07/15/2021	Open			Accounts Payable	GREEN HORIZON INC	\$120.00		
	Invoice		Date	Description		Amount			
	31590		06/30/2021	901 High St - Jun 2021		\$120.00			
130544	Paying Fund				Cash Account		Amount		
	255 - CDBG				255.11000 (Cash)		\$120.00		
	07/15/2021	Open			Accounts Payable	HILMAR READY MIX	\$221.15		
	Invoice		Date	Description		Amount			
	10952		06/30/2021	3953 N WALNUT WELL 31		\$70.12			
	10970		06/30/2021	3931 SUPREME CT		\$86.30			
	10964		06/30/2021	1065 COLORADO		\$64.73			
130545	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$86.30		
	420 - WATER				420.11000 (Cash)		\$134.85		
	07/15/2021	Open			Accounts Payable	HUNTINGTON COURT REPORTER	\$4,579.26		
	Invoice		Date	Description		Amount			
	33783		06/30/2021	Transcription of Digital Dictation 5-16-21 - 5-31-21		\$1,438.98			
	33705		06/30/2021	Transcription of Digital Dictation 04-01-21 to 04-15-21		\$1,008.36			
	33821		06/30/2021	Transcription of Digital Dictation 06-01-21 to 06-15-21		\$1,158.84			
	33852		06/30/2021	Transcription of Digital Dictation 06-16-21 to 06-30-21		\$973.08			
130546	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$4,579.26		
	07/15/2021	Open			Accounts Payable	IMAGE UNIFORMS(STANS) INC	\$75.50		
	Invoice		Date	Description		Amount			
	141939		06/30/2021	Police - Name tag, alteration and remove patches		\$75.50			
130547	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$75.50		
	07/15/2021	Open			Accounts Payable	ITRON INC	\$20,164.23		
	Invoice		Date	Description		Amount			
	591473		06/30/2021	PULSER ENDPOINTS		\$3,938.56			
	584945		06/30/2021	(100) Encoder Endpoints		\$8,133.83			
	593258		06/30/2021	HOSTING 7/1 ~ 7/30/21		\$2,755.38			
	587296		06/30/2021	HARDWARE MAINTENANCE 5/1/21-7/31/21		\$2,581.08			
	587310		06/30/2021	HOSTING 5/1 - 5/31/21		\$2,755.38			
130548	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$20,164.23		
	07/15/2021	Open			Accounts Payable	J A MOMANEY SERVICES INC	\$1,694.55		
	Invoice		Date	Description		Amount			
	146632		06/30/2021	Fixture		\$1,694.55			
130549	Paying Fund				Cash Account		Amount		
	246 - Landscape Assessment				246.11000 (Cash)		\$1,694.55		
	07/15/2021	Open			Accounts Payable	JOHNSON CONTROLS INC	\$915.00		
	Invoice		Date	Description		Amount			
	1-105365873663		06/30/2021	VERIFICATION OF HW FLOW THROUGH REHEATS		\$915.00			
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$915.00		

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130550	07/15/2021	Open			Accounts Payable	LANGUAGE LINE SERVICES	\$15.45		
	Invoice		Date	Description		Amount			
	10258091		06/30/2021	Acct #9020101104 - Translation services for Police		\$15.45			
	Paying Fund			Department		Amount			
	110 - General Fund			Cash Account		Amount			
				110.11000 (Cash)		\$15.45			
130551	07/15/2021	Open			Accounts Payable	LC ACTION POLICE SUPPLY, LTD	\$1,077.67		
	Invoice		Date	Description		Amount			
	423906		06/30/2021	PEPPERBALL NEW CUSTOMER BUNDLE		\$1,077.67			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,077.67			
130552	07/15/2021	Open			Accounts Payable	MAZE & ASSOCIATES	\$31,099.00		
	Invoice		Date	Description		Amount			
	41734		06/30/2021	May 2021 Services for Single Audit FY 19/20		\$4,309.00			
	41728		06/30/2021	May 2021 Services for FY 20/21 Audit-Interim		\$26,790.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$6,027.75			
	216 - Streets - Local Transportation			216.11000 (Cash)		\$1,077.25			
	255 - CDBG			255.11000 (Cash)		\$5,095.75			
	405 - Building			405.11000 (Cash)		\$1,339.50			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$6,697.50			
	420 - WATER			420.11000 (Cash)		\$6,697.50			
	425 - Transit - Dial-A-Ride			425.11000 (Cash)		\$1,077.25			
	426 - Transit			426.11000 (Cash)		\$1,077.25			
	502 - Engineering			502.11000 (Cash)		\$1,339.50			
	621 - Successor Agency - Non LMI			621.11000 (Cash)		\$669.75			
130553	07/15/2021	Open			Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC	\$592.00		
	Invoice		Date	Description		Amount			
	10098123		06/30/2021	TRA19-1063O		\$296.00			
	10097862		06/30/2021	TRA19-1065O		\$296.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$592.00			
130554	07/15/2021	Open			Accounts Payable	MCS SUPPLY INC	\$1,335.00		
	Invoice		Date	Description		Amount			
	17904		06/30/2021	LARGE CARCASS BAGS-25 BOXES		\$1,335.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,335.00			
130555	07/15/2021	Open			Accounts Payable	MIRACLE PLAYSYSTEMS INC	\$746.00		
	Invoice		Date	Description		Amount			
	F2021-0422		06/30/2021	PLAYGROUND PARTS		\$746.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$746.00			
130556	07/15/2021	Open			Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	\$351.95		
	Invoice		Date	Description		Amount			
	AR354706		06/30/2021	Ink Cartridge for Cannon TX-3000MFP		\$87.99			
	AR354705		06/30/2021	Ink Cartridges for Cannon TX-3000MFP		\$263.96			
	Paying Fund			Cash Account		Amount			

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130557	502 - Engineering			502.11000 (Cash)			\$351.95		
	07/15/2021	Open			Accounts Payable	MUNISERVICES LLC	\$2,878.23		
	Invoice		Date	Description			Amount		
	INV06-011839		06/30/2021	SUTA Services for tax qtr ending 12-31-2020			\$2,878.23		
130558	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,878.23		
	07/15/2021	Open			Accounts Payable	NAPA AUTO PARTS	\$219.41		
	Invoice		Date	Description			Amount		
130559	765814		06/30/2021	PART #230129			\$67.73		
	765863		06/30/2021	TRA18-1060P			\$9.68		
	766003		06/30/2021	ST04-7046			\$15.13		
	766165		06/30/2021	PART # AR606			\$126.87		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$194.60		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$15.13		
	426 - Transit			426.11000 (Cash)			\$9.68		
	07/15/2021	Open			Accounts Payable	National CineMedia, LLC	\$9,974.00		
	Invoice		Date	Description			Amount		
	2106-0267-001		07/06/2021	Turlock Regal Stadium 14 Ad			\$9,974.00		
	Paying Fund			Cash Account			Amount		
130560	420 - WATER			420.11000 (Cash)			\$9,974.00		
	07/15/2021	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$4,142.00		
	Invoice		Date	Description			Amount		
	8577-353839		06/30/2021	Credit for inv #353773			(\$23.90)		
	8577-356564		06/30/2021	ST04-7046			\$5.59		
	8577-356643		06/30/2021	POL16-1302			\$23.43		
	8577-354953		06/30/2021	LTG 77362			\$77.55		
	8577-355295		06/30/2021	CFI 89050			\$15.01		
	8577-355139		06/30/2021	LST 63500			\$25.96		
	8577-355703		06/30/2021	DOR 604-234			\$23.43		
	8577-355624		06/30/2021	AGS DE3			\$5.51		
	8577-356092		06/30/2021	POL19-1342			\$151.53		
	8577-356093		06/30/2021	POL18-1333			\$23.43		
	8577-356063		06/30/2021	BEP U1-2			\$45.33		
	8577-355815		06/30/2021	EL02-676			\$12.16		
	8577-355712		06/30/2021	EL02-676			\$27.80		
	8577-356203		06/30/2021	GWR 9018D			\$25.96		
	8577-356278		06/30/2021	LST 28830			\$242.98		
	8577-356031		06/30/2021	XBO GLR10			\$46.47		
	8577-356395		06/30/2021	CL20-861			\$142.77		
	8577-356123		06/30/2021	ENG03-331			\$498.74		
	8577-356352		06/30/2021	VEHICLE #1058P			\$1,678.33		
	8577-355988		06/30/2021	CFI 85516			\$17.06		
	8577-355878		06/30/2021	POL19-1349			\$332.63		
	8577-355880		06/30/2021	Credit for inv #355878			(\$14.28)		
	8577-355985		06/30/2021	OIL PRESS SWITCH			\$13.35		
	8577-355850		06/30/2021	ZEPHYR 2AA FLASHLIGHT			\$79.91		
	8577-355883		06/30/2021	BEP 94RH7-RP			\$665.25		

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130561	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,528.31			
	217 - Streets - Gas Tax			217.11000 (Cash)		(\$18.31)			
	246 - Landscape Assessment			246.11000 (Cash)		\$45.33			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$352.17			
	426 - Transit			426.11000 (Cash)		\$1,735.76			
	502 - Engineering			502.11000 (Cash)		\$498.74			
130561	07/15/2021	Open			Accounts Payable	NORTH STAR ENGINEERING GROUP INC	\$4,180.00		
130562	Invoice			Date	Description	Amount			
	17970			06/30/2021	SR02, 20-010 Corp Yard Sec & Lighting Improve through 6/30/21	\$4,180.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$4,180.00			
	07/15/2021	Open			Accounts Payable	OREILLY AUTO PARTS	\$681.64		
	Invoice			Date	Description	Amount			
	2800-107770			06/30/2021	ENG03-331	\$36.85			
130563	2800-108142			06/30/2021	SPARK PLUG	\$550.74			
	2800-106270			06/30/2021	EL02-676	\$21.56			
	2800-107605			06/30/2021	SCRAPER	\$33.65			
	2800-107615			06/30/2021	BLD01-325	\$38.84			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$550.74			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$60.40			
130564	425 - Transit - Dial-A-Ride			425.11000 (Cash)		\$33.65			
	502 - Engineering			502.11000 (Cash)		\$36.85			
	07/15/2021	Open			Accounts Payable	P G & E	\$75.06		
	Invoice			Date	Description	Amount			
	HIGH 7/2/21			07/01/2021	0221941093-9 / 595 High St	\$7.84			
	COLUMBIA 7/2/21			07/01/2021	6180280303-3 / 600 Columbia St	\$7.84			
	RBOESCH 7/2/21			07/01/2021	4388605407-1 / 275 N Orange	\$19.37			
130565	FIRE#3 7/7/21			07/01/2021	2087893140-9 / 501 E Monte Vista Ave	\$40.01			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$75.06			
	07/15/2021	Open			Accounts Payable	PB LOADER CORPORATION	\$199.57		
	Invoice			Date	Description	Amount			
	IN0017999			06/30/2021	DEIONIZIER TCOB	\$199.57			
	Paying Fund			Cash Account		Amount			
130566	217 - Streets - Gas Tax			217.11000 (Cash)		\$199.57			
	07/15/2021	Open			Accounts Payable	PRECISION CONCRETE CUTTING	\$44,997.46		
	Invoice			Date	Description	Amount			
	51865			06/30/2021	SIDEWALK REPAIRS	\$44,997.46			
	Paying Fund			Cash Account		Amount			
	301 - Capital Improvements			301.11000 (Cash)		\$44,997.46			
	07/15/2021	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$26,048.32		
130566	Invoice			Date	Description	Amount			
	85723			06/30/2021	SR01, 20-027 Drinking Water Chlorination May 2021	\$7,197.82			

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	86051		06/30/2021	June 1 - 30, 2021			\$18,850.50		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$26,048.32		
130567	07/15/2021	Open			Accounts Payable	RANDIK PAPER CO	\$742.45		
	Invoice		Date	Description			Amount		
	187494		06/30/2021	JANITORIAL PAPER & CLEANING SUPPLIES			\$301.07		
	187494-01		06/30/2021	JANITORIAL PAPER & CLEANING SUPPLIES			\$20.46		
	187790		06/30/2021	JANITORIAL PAPER & CLEANING SUPPLIES			\$202.59		
	188100		06/30/2021	JANITORIAL PAPER & CLEANING SUPPLIES			\$218.33		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$742.45		
130568	07/15/2021	Open			Accounts Payable	REED INC, GEORGE	\$186.84		
	Invoice		Date	Description			Amount		
	100241738		06/30/2021	ASPHALT			\$186.84		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$186.84		
130569	07/15/2021	Open			Accounts Payable	ROMEO MEDICAL CLINIC	\$2,163.00		
	Invoice		Date	Description			Amount		
	114683-05262021		06/24/2021	TB Questionnaire			\$25.00		
	29360-05262021		06/24/2021	PPD Skin Test			\$25.00		
	134518-05262021		06/24/2021	TB Questionnaire			\$25.00		
	63281-05262021		06/24/2021	TB Questionnaire			\$25.00		
	126177-05262021		06/24/2021	TB Questionnaire			\$25.00		
	114995-05262021		06/24/2021	PPD Skin Test			\$25.00		
	2439-05262021		06/24/2021	PPD Skin Test			\$25.00		
	119918-05262021		06/24/2021	PPD Skin Test			\$25.00		
	33307-05262021		06/24/2021	PPD Skin Test			\$25.00		
	5722-05262021		06/24/2021	PPD Skin Test			\$25.00		
	125541-05262021		06/24/2021	PPD Skin Test			\$25.00		
	9399-05262021		06/24/2021	PPD Skin Test			\$25.00		
	126512-05262021		06/24/2021	PPD Skin Test			\$25.00		
	8388-05262021		06/24/2021	PPD Skin Test			\$25.00		
	24400-05262021		06/24/2021	PPD Skin Test			\$25.00		
	90304-05262021		06/24/2021	TB Questionnaire			\$25.00		
	19187-05262021		06/24/2021	TB Questionnaire			\$25.00		
	6250-05262021		06/24/2021	PPD Skin Test			\$25.00		
	126257-05262021		06/24/2021	PPD Skin Test			\$25.00		
	2969-05262021		06/24/2021	TB Questionnaire			\$25.00		
	2946-05262021		06/24/2021	TB Questionnaire			\$25.00		
	33344-05262021		06/24/2021	PPD Skin Test			\$25.00		
	114679-05262021		06/24/2021	PPD Skin Test			\$25.00		
	75959-05262021		06/24/2021	PPD Skin Test			\$25.00		
	2853-05262021		06/24/2021	TB Questionnaire			\$25.00		
	80856-05112021		06/24/2021	DMV Physical Exam			\$99.00		
	573-05252021		06/24/2021	DMV Physical Exam			\$99.00		
	29360-05252021		06/24/2021	Hepatitis B Vaccine Adult, hep B#1			\$75.00		
	138191-05102021		06/24/2021	Work Wellness UDS			\$47.00		
	138495-05212021		06/24/2021	Work Wellness UDS			\$47.00		
	21471-05052021		06/24/2021	Work Wellness UDS			\$47.00		

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	18955-05052021		06/24/2021		Work Wellness UDS		\$47.00		
	138162-05072021		06/24/2021		Work Wellness UDS		\$47.00		
	68328-05062021		06/24/2021		Work Wellness UDS		\$47.00		
	138136-05062021		06/24/2021		Work Wellness UDS		\$47.00		
	99705-05032021		06/24/2021		Work Wellness UDS		\$47.00		
	66115-05072021		06/24/2021		Work Wellness UDS		\$47.00		
	138194-05112021		06/24/2021		Basic Physical exam, PPD Skin Test, Work Wellness USD, Audiometr		\$179.00		
	11286-05142021		06/24/2021		Work Wellness UDS		\$47.00		
	10102-05132021		06/24/2021		Work Wellness UDS		\$47.00		
	138139-05062021		06/24/2021		Work Wellness UDS		\$47.00		
	83480-05182021		06/24/2021		DMV Physical Exam		\$99.00		
	138149-05072021		06/24/2021		Work Wellness UDS		\$47.00		
	138030-05032021		06/24/2021		Work Wellness UDS		\$47.00		
	138145-05062021		06/24/2021		Work Wellness UDS		\$47.00		
	138138-05062021		06/24/2021		Work Wellness UDS		\$47.00		
	20308-05052021		06/24/2021		Work Wellness UDS		\$47.00		
	138135-05062021		06/24/2021		Work Wellness UDS		\$47.00		
	118842-05072021		06/24/2021		Work Wellness UDS		\$47.00		
	69132-05102021		06/24/2021		Work Wellness UDS		\$47.00		
	138031-05032021		06/24/2021		Work Wellness UDS		\$47.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,777.00		
	205 - Sports Facilities				205.11000 (Cash)		\$94.00		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$99.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$47.00		
	420 - WATER				420.11000 (Cash)		\$99.00		
	502 - Engineering				502.11000 (Cash)		\$47.00		
130570	07/15/2021	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$2,105.70		
	Invoice		Date		Description		Amount		
	3023957015		06/30/2021		CAMERA ASY		\$379.00		
	3023931010		06/30/2021		MOTOR AND FAN ASY		\$358.46		
	3023909778		06/30/2021		COMPRESSOR ASY		\$564.74		
	3023926395		06/30/2021		OP18-618		\$294.56		
	3023904890		06/30/2021		VEHICLE 1140		\$336.55		
	3023944241		06/30/2021		OP18-618		\$61.07		
	3023844137		06/30/2021		WT16-520		\$111.32		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,638.75		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$355.63		
	420 - WATER				420.11000 (Cash)		\$111.32		
130571	07/15/2021	Open			Accounts Payable	SHAPE INC	\$1,492.52		
	Invoice		Date		Description		Amount		
	128525		06/30/2021		Pump Housing w/ Insp PT		\$1,492.52		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,492.52		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130572	07/15/2021	Open			Accounts Payable	STATE OF CALIFORNIA	\$1,876.98		
	Invoice		Date	Description		Amount			
	522987		06/30/2021	APRIL-JUNE 2021 CLETS QTR BILLING		\$1,876.98			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,876.98			
130573	07/15/2021	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$150.00		
	Invoice		Date	Description		Amount			
	WAGGONER		06/30/2021	D2 CERT RENEWAL FOR MATT WAGGONER		\$60.00			
	HOUCK		06/30/2021	D3 CERT RENEWAL FOR MATT HOUCK		\$90.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$150.00			
130574	07/15/2021	Open			Accounts Payable	TANK TOWN MEDIA LLC	\$140.00		
	Invoice		Date	Description		Amount			
	76836		06/24/2021	Staff Service analyst - Job Advertisement		\$140.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$140.00			
130575	07/15/2021	Open			Accounts Payable	TBA AUTO PARTS	\$7,447.70		
	Invoice		Date	Description		Amount			
	5/1-6/30/21		06/30/2021	MAY-JUNE 2021		\$7,447.70			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$6,016.60			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$27.60			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3.85			
	426 - Transit			426.11000 (Cash)		\$1,399.65			
130576	07/15/2021	Open			Accounts Payable	TG HYDRAULICS	\$27.51		
	Invoice		Date	Description		Amount			
	44428		06/30/2021	ADAPTER		\$27.51			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$27.51			
130577	07/15/2021	Open			Accounts Payable	THERMO KING MODESTO INC	\$4,362.54		
	Invoice		Date	Description		Amount			
	SM83345		06/30/2021	TRA15-1040 A/C UNIT ROOF UNIT REPAIRS		\$4,362.54			
	Paying Fund			Cash Account		Amount			
	425 - Transit - Dial-A-Ride			425.11000 (Cash)		\$4,362.54			
130578	07/15/2021	Open			Accounts Payable	TRITECH SOFTWARE SYSTEMS	\$155,958.85		
	Invoice		Date	Description		Amount			
	315688		06/30/2021	RMS CAD GoLive Payment		\$155,958.85			
	Paying Fund			Cash Account		Amount			
	240 - Small Equipment Replacement			240.11000 (Cash)		\$155,958.85			
130579	07/15/2021	Open			Accounts Payable	TURLOCK CITY TOW INC	\$148.75		
	Invoice		Date	Description		Amount			
	118772		06/30/2021	TOWING SERVICE FOR ASSESSMENTS ON 5/25/21 (AD09-0446)		\$53.75			
	118665		06/30/2021	TOWING SERVICE FOR PARKS ON 5/28/21 (PK03-4226)		\$30.00			
	119123		06/30/2021	TOWING SERVICE FOR PD ON 5/28/21 (POL16-1300)		\$35.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	118704		06/30/2021		TOWING SERVICE FOR PD ON 6/7/21 (no license plate captured)		\$30.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$95.00		
	246 - Landscape Assessment				246.11000 (Cash)		\$53.75		
130580	07/15/2021	Open			Accounts Payable	TURLOCK GOSPEL MISSION	\$18,000.00		
	Invoice		Date		Description		Amount		
	21-002T		06/30/2021		JUNE RENTAL BUILDING E-2 STAN FAIR GROUNDS		\$18,000.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$18,000.00		
130581	07/15/2021	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$660,459.28		
	Invoice		Date		Description		Amount		
	MAR 2021 TRUE UP		07/14/2021		MARCH 2021 TRUE UP		\$157,610.76		
	APR 2021 TRUE UP		07/14/2021		APRIL 2021 TRUE UP		\$172,879.74		
	MAY 2021 TRUE UP		07/14/2021		MAY 2021 TRUE UP		\$157,042.55		
	JUN 2021 TRUE UP		07/14/2021		JUNE 2021 TRUE UP		\$172,926.23		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$660,459.28		
130582	07/15/2021	Open			Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$3,494.00		
	Invoice		Date		Description		Amount		
	1917948		06/30/2021		MAY 2021		\$3,494.00		
	Paying Fund				Cash Account		Amount		
	203 - Animal Fee Forfeiture				203.11000 (Cash)		\$2,669.00		
	266 - Police Services Grants				266.11000 (Cash)		\$825.00		
130583	07/15/2021	Open			Accounts Payable	UINTAH PRECISION, LLC	\$1,909.59		
	Invoice		Date		Description		Amount		
	SO2343		06/30/2021		COMPLETE RIFLE UPR-10		\$1,909.59		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,909.59		
130584	07/15/2021	Open			Accounts Payable	UNITED SAMARITANS FDT INC	\$1,418.11		
	Invoice		Date		Description		Amount		
	FY20/21 - DRAW 7		06/30/2021		UNITED SAMARITANS FOUNDATION PUBLIC SERVICE-FOODBOX FY 20-2021		\$1,418.11		
	Paying Fund				Cash Account		Amount		
	255 - CDBG				255.11000 (Cash)		\$1,418.11		
130585	07/15/2021	Open			Accounts Payable	UNIVAR SOLUTIONS USA INC	\$4,842.38		
	Invoice		Date		Description		Amount		
	49219879		06/30/2021		Sodium Bisulfite		\$4,842.38		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$4,842.38		
130586	07/15/2021	Open			Accounts Payable	US BANK OFFICE EQUIPMENT	\$928.61		
	Invoice		Date		Description		Amount		
	446599813		07/15/2021		Lease agreement for 9 copiers 06/20/21 - 07/19/21		\$928.61		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$755.64		
	405 - Building				405.11000 (Cash)		\$37.54		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$48.94		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130587	420 - WATER	Open			Accounts Payable	VERIZON WIRELESS	\$48.95	\$3,178.00	
	505 - Fleet						\$37.54		
	Invoice						Amount		
	9881188855						\$3,178.00		
	Paying Fund						Amount		
130588	110 - General Fund	Open			Accounts Payable	VETERINARY MED CTR INC	\$3,178.00	\$65.00	
	Invoice						Amount		
	256571						\$65.00		
	Paying Fund						Amount		
	203 - Animal Fee Forfeiture						\$65.00		
130589	07/15/2021	Open			Accounts Payable	WARDEN'S OFFICE INC		\$7,546.31	
	Invoice						Amount		
	58270-0						\$1,667.52		
	58295-0						\$1,648.93		
	58249-0						\$4,229.86		
130590	Paying Fund	Open			Accounts Payable	WEBSOFT DEVELOPERS, INC.	Amount	\$24,185.00	
	110 - General Fund						\$7,546.31		
	Invoice						Amount		
	INV-000105						\$24,185.00		
	Paying Fund						Amount		
130591	110 - General Fund	Open			Accounts Payable	WEST STEEL & PLASTIC	\$3,627.74	\$499.68	
	205 - Sports Facilities						\$1,209.26		
	217 - Streets - Gas Tax						\$2,418.50		
	246 - Landscape Assessment						\$2,418.50		
	410 - WATER QUALITY CONTROL (WQC)						\$8,464.75		
130592	420 - WATER	Open			Accounts Payable	WEST YOST ASSOCIATES	\$6,046.25	\$6,670.72	
	Invoice						Amount		
	402246						\$499.68		
	Paying Fund						Amount		
	410 - WATER QUALITY CONTROL (WQC)						\$499.68		
130593	07/15/2021	Open			Accounts Payable	BERNARD, JASON		\$350.00	
	Invoice						Amount		
	5/2/20						\$350.00		
	Paying Fund						Amount		
	110 - General Fund						\$250.00		
	120 - Tourism						\$100.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130594	07/15/2021	Open			Accounts Payable	CLARK, JESSICA	\$320.00		
	Invoice		Date	Description		Amount			
	TR 4586 PER DIEM		07/07/2021	INVESTIGATIVE INTERVIEW & INTERROGATION - CLOVIS - 7/18 TO 7/23		\$320.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$320.00			
130595	07/15/2021	Open			Accounts Payable	DALEO, INC	\$16,500.00		
	Invoice		Date	Description		Amount			
	EP21-081T		07/09/2021	IMPROVEMENT SECURITY 21-081T 1900 MILESTONE WAY		\$16,500.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$16,500.00			
130596	07/15/2021	Open			Accounts Payable	Fong, Laura	\$37.00		
	Invoice		Date	Description		Amount			
	Refund		05/20/2016	Play program refund for the week of May 15- May 20		\$37.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$37.00			
130597	07/15/2021	Open			Accounts Payable	Garcia, Juan, M	\$73.71		
	Invoice		Date	Description		Amount			
	630 DANNY DR		07/09/2021	Reimbursement for overage payment of FTHB loan		\$73.71			
	Paying Fund			Cash Account		Amount			
	257 - State HOME Funds			257.11000 (Cash)		\$73.71			
130598	07/15/2021	Open			Accounts Payable	GURSKY, TYLER	\$320.00		
	Invoice		Date	Description		Amount			
	TR 4586 PER DIEM		07/07/2021	INVESTIGATIVE INTERVIEW & INTERROGATION - CLOVIS - 7/18 TO 7/23		\$320.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$320.00			
130599	07/15/2021	Open			Accounts Payable	LESLIE'S SWIMMING POOL SUPPLIES	\$408.63		
	Invoice		Date	Description		Amount			
	00398-01-049200		06/30/2021	COLUMBIA POOL SUPPLIES		\$408.63			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$408.63			
130600	07/15/2021	Open			Accounts Payable	LESLIE'S SWIMMING POOL SUPPLIES	\$172.39		
	Invoice		Date	Description		Amount			
	00398-02-048969		06/30/2021	CHLOR 2X1 ACID 2X1		\$172.39			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$172.39			
130601	07/15/2021	Open			Accounts Payable	Maldonado , Aaron	\$50.00		
	Invoice		Date	Description		Amount			
	2021-00001611		06/30/2021	Water Treatment Operator Examination Reimbursement - A Maldonado		\$50.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$50.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130602	07/15/2021	Open			Accounts Payable	PLETT OPTOMETRY INC	\$350.00		
	Invoice		Date	Description		Amount			
	4/25/20		06/30/2021	LOVE TURLOCK EVENT DEPOSIT REFUND		\$350.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$250.00			
	120 - Tourism			120.11000 (Cash)		\$100.00			
130603	07/15/2021	Open			Accounts Payable	VERIZON WIRELESS - VSAT	\$80.00		
	Invoice		Date	Description		Amount			
	2110204229034859		06/30/2021	TARGET ENDING IN 5450 1/4/21 - 1/9/21		\$80.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$80.00			

Type Check Totals:

AP - Accounts Payable Totals

96 Transactions

\$1,774,951.03

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$1,774,951.03	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$1,774,951.03	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$1,774,951.03	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$1,774,951.03	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$1,774,951.03	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$1,774,951.03	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$1,774,951.03	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$1,774,951.03	\$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									
<u>Check</u>									
130604	07/16/2021	Open			Accounts Payable	CHURCHWELL WHITE LLP	\$36,907.50		
	Invoice		Date	Description		Amount			
	JAN 2021-SUPP		06/30/2021	Professional Services Through January 2021-Supplemental		\$36,907.50			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$29,563.00			
	246 - Landscape Assessment			246.11000 (Cash)		\$75.90			
	255 - CDBG			255.11000 (Cash)		\$25.30			
	307 - NE Turlock Master Plan			307.11000 (Cash)		\$177.10			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$253.00			
	420 - WATER			420.11000 (Cash)		\$5,953.00			
	426 - Transit			426.11000 (Cash)		\$25.30			
	625 - Successor Agency - LMI			625.11000 (Cash)		\$834.90			
130605	07/19/2021	Open			Utility Management Refund	BARLETTA, LOUIE	\$207.75		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		115142-003	MOVE-OUT CREDIT	07/19/2021	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$207.75			
130606	07/19/2021	Open			Utility Management Refund	COTTA, RICHARD	\$319.60		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		240028-008	MOVE-OUT CREDIT	07/19/2021	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$319.60			
130607	07/19/2021	Open			Utility Management Refund	FAIRBANKS RANCH I LLC	\$35.52		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		001280-001	MOVE-OUT CREDIT	07/19/2021	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$35.52			
130608	07/19/2021	Open			Utility Management Refund	GAMEZ, LUPE	\$86.58		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		101281-006	MOVE-OUT CREDIT	07/19/2021	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$86.58			
130609	07/19/2021	Open			Utility Management Refund	GOMEZ, SEBASTIAN	\$115.68		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		71471-002	MOVE-OUT CREDIT	07/19/2021	Refund			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$115.68			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130610	07/19/2021	Open			Utility Management Refund	MORRIS, KELLIE	\$212.41		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		49174-005	MOVE-OUT CREDIT	07/19/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$212.41		
130611	07/19/2021	Open			Utility Management Refund	ORELLANA, ALDORA	\$208.62		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		349658-006	MOVE-OUT CREDIT	07/19/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$208.62		
130612	07/20/2021	Open			Utility Management Refund	CAMPIRANO, RENE	\$179.48		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		256064-003	MOVE OUT CREDIT	07/19/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$179.48		
130613	07/22/2021	Open			Accounts Payable	AIRGAS NCN	\$1,085.50		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	9981044859		06/30/2021	Cylinder Rental			\$36.40		
	9981044860		06/30/2021	Cylinder Rental			\$1,049.10		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,085.50		
130614	07/22/2021	Open			Accounts Payable	AQUA AEROBIC SYSTEMS INC	\$76,296.55		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	1029109		06/30/2021	DISK FILTERS			\$76,296.55		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$76,296.55		
130615	07/22/2021	Open			Accounts Payable	Aramark Uniform Services	\$2,624.79		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	6/30/21		06/30/2021	UNIFORM RENTAL & LAUNDRY SERVICES - JUNE 2021			\$2,624.79		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$792.28		
	205 - Sports Facilities			205.11000 (Cash)			\$107.38		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$152.34		
	246 - Landscape Assessment			246.11000 (Cash)			\$169.13		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$976.04		
	420 - WATER			420.11000 (Cash)			\$148.50		
	426 - Transit			426.11000 (Cash)			\$97.28		
	505 - Fleet			505.11000 (Cash)			\$181.84		
130616	07/22/2021	Open			Accounts Payable	BSK & ASSOCIATES	\$19,586.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	0095479		06/30/2021	SR02, 20-027 City Wide Chlorination (Drinking Water) June 2021			\$19,586.00		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$19,586.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130617	07/22/2021	Open			Accounts Payable	CA CORPORATE IMAGE INC DBA SACRAMENTO COPY & PRINT	\$3,300.00		
	Invoice		Date	Description		Amount			
	11076		06/30/2021	#10 WINDOW ENVELOPES		\$3,300.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,300.00			
130618	07/22/2021	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$22.85		
	Invoice		Date	Description		Amount			
	07152021VALADEZ		07/16/2021	7-15-21 PAYROLL ATTACHMENT FOR ACCT#100- 036551		\$22.85			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$22.85			
130619	07/22/2021	Open			Accounts Payable	CALIFORNIA STATE CONTROLLERS OFFICE	\$150.00		
	Invoice		Date	Description		Amount			
	FY 20-21		07/13/2021	Processing Fee-Confirmation Information for Maze & Associates		\$150.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$150.00			
130620	07/22/2021	Open			Accounts Payable	CAROLLO ENGINEERS	\$174,268.24		
	Invoice		Date	Description		Amount			
	FB11976		06/30/2021	18-69 Surface Water Distribution System Improve through 5/31/21		\$174,268.24			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$174,268.24			
130621	07/22/2021	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$524.57		
	Invoice		Date	Description		Amount			
	0000051071121		07/21/2021	8203 13 680 0000051 / City Hall (TV service)		\$524.57			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$46.71			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$32.10			
	420 - WATER			420.11000 (Cash)		\$32.10			
	501 - Information Technology			501.11000 (Cash)		\$413.66			
130622	07/22/2021	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$4,890.00		
	Invoice		Date	Description		Amount			
	QP-4-21		06/30/2021	QTRLY PEST CONTROL SERVICES APR 2021		\$1,710.00			
	MP-5-21		06/30/2021	MONTHLY PEST CONTROL SERVICES MAY 2021		\$1,590.00			
	MP-6-21		06/30/2021	MONTHLY PEST CONTROL SERVICES JUNE 2021		\$1,590.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,241.66			
	205 - Sports Facilities			205.11000 (Cash)		\$140.00			
	246 - Landscape Assessment			246.11000 (Cash)		\$28.34			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$560.00			
	420 - WATER			420.11000 (Cash)		\$1,510.00			
	426 - Transit			426.11000 (Cash)		\$120.00			
	505 - Fleet			505.11000 (Cash)		\$290.00			

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130623	07/22/2021	Open			Accounts Payable	CRIME GUARD INC	\$2,938.24		
	Invoice		Date	Description		Amount			
	23352		06/30/2021	CAMERA SURVEILLANCE MONITORING JUNE 2021		\$2,938.24			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,938.24			
130624	07/22/2021	Open			Accounts Payable	CUSTOM EQUIPMENT PAINTING	\$2,200.00		
	Invoice		Date	Description		Amount			
	10473		07/16/2021	Paint and Remove Vinyl on Bus # 1046		\$2,200.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$2,200.00			
130625	07/22/2021	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	\$704.69		
	Invoice		Date	Description		Amount			
	W131081		07/20/2021	Lock boxes for Bus Shelter Trash Cans Proj. # 15-76		\$704.69			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$704.69			
130626	07/22/2021	Open			Accounts Payable	DELTA WIRELESS & NETWORK	\$162.94		
	Invoice		Date	Description		Amount			
	134000210-1		06/30/2021	Programmed Radios In Two New Buses		\$162.94			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$162.94			
130627	07/22/2021	Open			Accounts Payable	EDWARDS, TROY J	\$1,488.00		
	Invoice		Date	Description		Amount			
	1234		06/30/2021	SELF DEFENSE		\$1,488.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,488.00			
130628	07/22/2021	Open			Accounts Payable	ESTATE OF RONALD V. PENDENZA AKA RONALD PENDENZA	\$499.28		
	Invoice		Date	Description		Amount			
	AUG 2021 MS		07/19/2021	MAGIC SANDS-MOBILE HOME RENT SUBSIDY PROGRAM		\$499.28			
	Paying Fund			Cash Account		Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		\$499.28			
130629	07/22/2021	Open			Accounts Payable	F LODUCA CO	\$49,423.75		
	Invoice		Date	Description		Amount			
	PP1/CP1576		06/30/2021	15-76 Bus Stop Improvements Phase 1 6/01/21- 6/22/21		\$49,423.75			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$49,423.75			
130630	07/22/2021	Open			Accounts Payable	GARY'S RENT A CAN INC	\$156.76		
	Invoice		Date	Description		Amount			
	A-98216		06/30/2021	GARY'S - PORTABLE TOILET RENTAL PED		\$156.76			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$156.76			
130631	07/22/2021	Open			Accounts Payable	GDR ENGINEERING INC	\$300.00		
	Invoice		Date	Description		Amount			
	27113		06/30/2021	SR01, 19-40 On Call Land Surveying Services May 2021		\$300.00			

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130632	Paying Fund			Cash Account			Amount		
	502 - Engineering			502.11000 (Cash)			\$300.00		
	07/22/2021	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$310.00		
	Invoice			Date	Description		Amount		
130633	H1F2802			06/30/2021	Contact Basin TTHM Study		\$310.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$310.00		
	07/22/2021	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$27,042.33		
130634	Invoice			Date	Description		Amount		
	44409			07/21/2021	CUST #24090 - Fuel Expense for 7/1/21 - 7/15/21		\$26,144.74		
	44245			07/21/2021	Fuel for Fire #3		\$897.59		
	Paying Fund			Cash Account			Amount		
130634	110 - General Fund			110.11000 (Cash)			\$15,230.78		
	205 - Sports Facilities			205.11000 (Cash)			\$364.48		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$1,725.86		
	246 - Landscape Assessment			246.11000 (Cash)			\$1,240.54		
	405 - Building			405.11000 (Cash)			\$129.10		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$3,084.05		
	420 - WATER			420.11000 (Cash)			\$2,287.82		
	426 - Transit			426.11000 (Cash)			\$2,746.99		
	502 - Engineering			502.11000 (Cash)			\$232.71		
	07/22/2021	Open			Accounts Payable	GOMES PROPANE	\$330.40		
	Invoice			Date	Description		Amount		
	11931			06/30/2021	PROPANE FOR STREETS		\$39.09		
	11934			06/30/2021	PROPANE FOR STREETS		\$62.81		
130635	11937			06/30/2021	PROPANE FOR STREETS		\$58.65		
	11940			06/30/2021	PROPANE FOR STREETS		\$67.62		
	11943			06/30/2021	PROPANE FOR STREETS		\$58.65		
	11947			06/30/2021	PROPANE FOR STREETS		\$43.58		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$330.40		
	07/22/2021	Open			Accounts Payable	GRAINGER INC, W W	\$318.75		
	Invoice			Date	Description		Amount		
130636	9939578747			06/30/2021	DEPARTMENT SUPPLIES		\$64.96		
	9890813109			06/30/2021	PLC Back Up Battery		\$253.79		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$318.75		
130637	07/22/2021	Open			Accounts Payable	HAWKINS & ASSOCIATES ENGINEERING INC	\$1,500.00		
	Invoice			Date	Description		Amount		
	3568-003			06/30/2021	SR04, 20-028 Storm Drain & Surf Imp at Clara & Forest Dr 5/10/21		\$1,500.00		
	Paying Fund			Cash Account			Amount		
130637	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,500.00		
	07/22/2021	Open			Accounts Payable	HILMAR LUMBER INC	\$2,636.27		
	Invoice			Date	Description		Amount		
	483738			06/30/2021	Well No. 22 Roof Repair		\$313.51		
130637	489610			06/30/2021	WQC Supplies.		\$382.34		

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	488342		06/30/2021		Replaced Sump Pump Discharge Line due to corrosion		\$113.53		
	488357		06/30/2021		Replaced Sump Pump Discharge Line due to corrosion		\$115.70		
	489002		06/30/2021		WQC Supplies		\$138.77		
	480531		06/30/2021		WQC Supplies		\$228.01		
	486107		06/30/2021		Credit for inv #486104/1		(\$25.02)		
	489249		06/30/2021		Sealant and Bushing		\$168.14		
	489174		06/30/2021		WQC Supplies		\$262.50		
	489184		06/30/2021		WQC Supplies		\$127.07		
	489824		06/30/2021		WQC Supplies		\$204.00		
	489760		06/30/2021		WQC Supplies		\$607.72		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,322.76		
	420 - WATER				420.11000 (Cash)		\$313.51		
130638	07/22/2021	Open			Accounts Payable	JCS PROPERTIES LLC	\$1,978.74		
	Invoice		Date		Description		Amount		
	AUG 2021 SUN		07/19/2021		JCS -MOBILE HOME RENT SUBSIDY PROGRAM		\$1,978.74		
	Paying Fund				Cash Account		Amount		
	625 - Successor Agency - LMI				625.11000 (Cash)		\$1,978.74		
130639	07/22/2021	Open			Accounts Payable	JORGENSEN & CO INC	\$734.61		
	Invoice		Date		Description		Amount		
	5951711		06/30/2021		ANIMAL CONTROL - ANNUAL FIRE EXTINGUISHER MAINT		\$88.39		
	5949808		06/30/2021		PFM - ANNUAL FIRE EXT MAINTENANCE		\$646.22		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$88.39		
	426 - Transit				426.11000 (Cash)		\$646.22		
130640	07/22/2021	Open			Accounts Payable	LEHIGH HANSON INC	\$1,393.94		
	Invoice		Date		Description		Amount		
	2251284		06/30/2021		LEHIGH - ASPHALT FOR STREETS AND BIKE PATH		\$291.37		
	2255974		06/30/2021		LEHIGH - ASPHALT FOR STREETS		\$80.54		
	2256460		06/30/2021		LEHIGH - ASPHALT FOR STREETS		\$79.88		
	2257439		06/30/2021		LEHIGH - ASPHALT FOR STREETS		\$153.19		
	2257933		06/30/2021		LEHIGH - ASPHALT FOR STREETS		\$159.77		
	2258402		06/30/2021		LEHIGH - ASPHALT FOR STREETS		\$74.62		
	2258893		06/30/2021		LEHIGH - ASPHALT FOR STREETS		\$159.11		
	2259934		06/30/2021		LEHIGH - ASPHALT FOR STREETS		\$77.91		
	2260427		06/30/2021		LEHIGH - ASPHALT FOR STREETS		\$157.79		
	2260951		06/30/2021		LEHIGH - ASPHALT FOR STREETS		\$159.76		
	Paying Fund				Cash Account		Amount		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$1,175.41		
	246 - Landscape Assessment				246.11000 (Cash)		\$218.53		
130641	07/22/2021	Open			Accounts Payable	LINCOLN EQUIPMENT INC	\$1,683.37		
	Invoice		Date		Description		Amount		
	49718896		06/30/2021		LINCOLN - PULSAR PLUS BRIQUETTES		\$1,683.37		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,683.37		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130642	07/22/2021	Open			Accounts Payable	NORMAC INC	\$9,615.49		
	Invoice		Date	Description		Amount			
	0004723921-001		06/30/2021	NORMAC - IRRIGATION		\$9,615.49			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$9,615.49			
130643	07/22/2021	Open			Accounts Payable	NORTH STAR ENGINEERING GROUP INC	\$3,311.05		
	Invoice		Date	Description		Amount			
	17931		06/30/2021	SR07, 20-003 Northeast Quadrant Road Rehab through 6/30/21		\$2,379.00			
	17335		06/30/2021	SR04, 20-009 Well 38 Arsenic Mitigation & ICF Treatment 3/31/21		\$932.05			
	Paying Fund			Cash Account		Amount			
	218 - Measure L			218.11000 (Cash)		\$2,379.00			
	420 - WATER			420.11000 (Cash)		\$932.05			
130644	07/22/2021	Open			Accounts Payable	NOVA BUILDING & DESIGN	\$4,000.00		
	Invoice		Date	Description		Amount			
	1008		06/30/2021	Rehabilitation Consulting Services-Nova		\$4,000.00			
	Paying Fund			Cash Account		Amount			
	257 - State HOME Funds			257.11000 (Cash)		\$4,000.00			
130645	07/22/2021	Open			Accounts Payable	NV5 INC.	\$14,211.54		
	Invoice		Date	Description		Amount			
	219485		06/30/2021	0828 NV5 SR99/Fulkerth Interchange October 2020		\$11,319.27			
	220275		06/30/2021	0828 NV5 SR99/Fulkerth Interchange December 2020		\$1,343.64			
	219875		06/30/2021	0828 NV5 SR99/Fulkerth Interchange November 2020		\$1,548.63			
	Paying Fund			Cash Account		Amount			
	305 - Capital Facility Fees			305.11000 (Cash)		\$14,211.54			
130646	07/22/2021	Open			Accounts Payable	P G & E	\$15,059.17		
	Invoice		Date	Description		Amount			
	WLNT#E 7/11/21		07/21/2021	6141210500-1 / 701 S Walnut Rd E		\$8.11			
	WQC 7/11/21		07/21/2021	6349543820-0 / 901 S Walnut Rd		\$78.00			
	AC 7/11/21		07/21/2021	6266210492-6 / 801 S Walnut Rd		\$8.11			
	WQC 7-11-21		07/21/2021	6307877156-3 / 901 S Walnut Rd		\$4,255.34			
	FIRE #2 7/11/21		07/21/2021	6182877164-4 / 791 S Walnut Rd		\$28.19			
	CITY HALL 7/9/21		07/21/2021	3254375586-5 / 156 S Broadway		\$66.85			
	FIRE #1 7/9/21		07/21/2021	3159594551-5 / 540 Marshall St		\$188.43			
	SENIOR 7/9/21		07/21/2021	2890831960-2 / 1191 Cahill St		\$67.81			
	TRANSIT2 7/14/21		07/21/2021	9448303839-7 / 1418 N Golden State Blvd Ste 2		\$16.67			
	TRANSIT1 7/14/21		07/21/2021	0913752739-7 / 1418 N Golden State Blvd Ste 1		\$16.67			
	WLNT #A 7/14/21		07/21/2021	3794250242-0 / 701 S Walnut Rd Ste A / CNG Slow Fill Station		\$5,901.23			
	701 WLNT 7/14/21		07/21/2021	6224543828-8 / 701 S Walnut Rd		\$27.22			
	PSF 7/14/21		07/21/2021	8391988340-1 / 244 N Broadway-PSF		\$3,052.82			
	CNG 7/14/21		07/21/2021	8466606707-3 / 901 S Walnut Rd CNG		\$1,321.95			
	FIRE#4 7/15/21		07/21/2021	7556584382-0 / 2820 N Walnut-Fire #4		\$21.77			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$3,433.98			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$8.11			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,333.34			

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130647	426 - Transit	Open		426.11000 (Cash)	Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	\$5,934.57	\$1,008.00	
	505 - Fleet			505.11000 (Cash)			\$1,349.17		
	07/22/2021								
	Invoice			Date			Amount		
130648	86101	Open		06/30/2021	Accounts Payable	RAY MORGAN COMPANY	\$1,008.00	\$2,847.34	
	Paying Fund						Amount		
	420 - WATER						\$1,008.00		
	07/22/2021								
130649	Invoice	Open		Date	Accounts Payable	REED INC, GEORGE	Amount	\$2,425.33	
	3356598			06/30/2021			\$2,847.34		
	Paying Fund						Amount		
	110 - General Fund						\$2,204.86		
130650	255 - CDBG	Open			Accounts Payable	SCHOLASTIC INC	\$14.86	\$7,089.25	
	405 - Building						\$37.90		
	410 - WATER QUALITY CONTROL (WQC)						\$167.75		
	420 - WATER						\$120.14		
130651	501 - Information Technology	Open			Accounts Payable	SHARPENING SHOP	\$0.60	\$10,175.77	
	502 - Engineering						\$301.23		
	07/22/2021								
	Invoice			Date			Amount		
130652	100241932	Open		06/30/2021	Accounts Payable	STATE WATER RESOURCE CTNL	\$2,425.33	\$70.00	
	Paying Fund						Amount		
	219 - SB1 Road Maint & Rehab Account						\$2,425.33		
	07/22/2021								
130653	Invoice	Open		Date	Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC	Amount	\$3,142.69	
	1246511			06/30/2021			\$10,175.77		
	Paying Fund						Amount		
	246 - Landscape Assessment						\$10,175.77		
130652	07/22/2021	Open			Accounts Payable	STATE WATER RESOURCE CTNL		\$70.00	
	Invoice						Amount		
	TAYLOR						\$70.00		
	Paying Fund						Amount		
130653	410 - WATER QUALITY CONTROL (WQC)	Open			Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC	\$70.00	\$3,142.69	
	07/22/2021								
	Invoice			Date			Amount		
	SI62494			06/30/2021			\$3,142.69		
130653	Paying Fund	Open			Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC	Amount	\$3,142.69	
	110 - General Fund						\$3,142.69		

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130654	07/22/2021	Open			Accounts Payable	STORER TRANSIT SYSTEMS	\$135,968.49		
	Invoice		Date	Description		Amount			
	8810T		06/30/2021	Management and Operation of Turlock Transit Services June 2021		\$135,968.49			
	Paying Fund			Cash Account		Amount			
	425 - Transit - Dial-A-Ride			425.11000 (Cash)		\$25,316.55			
	426 - Transit			426.11000 (Cash)		\$110,651.94			
130655	07/22/2021	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
	Invoice		Date	Description		Amount			
	07152021BECCHETT		07/16/2021	7-15-21 PAYROLL ATTACHMENT		\$439.13			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$439.13			
130656	07/22/2021	Open			Accounts Payable	TBA AUTO PARTS	\$776.58		
	Invoice		Date	Description		Amount			
	5-062438		06/30/2021	auto parts		\$57.96			
	5-061288		06/30/2021	POL16-1300		\$225.77			
	5-063352		06/30/2021	auto parts		\$492.85			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$254.75			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$14.49			
	420 - WATER			420.11000 (Cash)		\$14.49			
	505 - Fleet			505.11000 (Cash)		\$492.85			
130657	07/22/2021	Open			Accounts Payable	THE MCCLATCHY COMPANY LLC	\$325.00		
	Invoice		Date	Description		Amount			
	38699		06/30/2021	AD #4169 NOFA for Public Services 2nd Allocation run on 6-30-21		\$325.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$325.00			
130658	07/22/2021	Open			Accounts Payable	TJKM TRANSPORT CONSULTANT	\$1,800.00		
	Invoice		Date	Description		Amount			
	0051345		06/30/2021	SR02, 20-039 Signal Coordination on Monte Vista Ave June 2021		\$1,800.00			
	Paying Fund			Cash Account		Amount			
	215 - Streets - Grant Funded Projects			215.11000 (Cash)		\$1,800.00			
130659	07/22/2021	Open			Accounts Payable	TOLAR MANUFACTURING CO	\$43.58		
	Invoice		Date	Description		Amount			
	13968		07/20/2021	Ad Panel Poster Spring Clip		\$43.58			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$43.58			
130660	07/22/2021	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$5,000.00		
	Invoice		Date	Description		Amount			
	17239		06/30/2021	Consulting Services for the month of June 2021		\$5,000.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,500.00			
	420 - WATER			420.11000 (Cash)		\$2,500.00			
130661	07/22/2021	Open			Accounts Payable	Trillium Solutions, Inc.	\$85.00		
	Invoice		Date	Description		Amount			
	4298		07/16/2021	Stop & Detour Addition to GTFS		\$85.00			

Payment Register

From Payment Date: 7/16/2021 - To Payment Date: 7/22/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130662	Paying Fund				Cash Account		Amount		
	426 - Transit				426.11000 (Cash)		\$85.00		
	07/22/2021	Open			Accounts Payable	TURLOCK UMPIRE GROUP	\$3,630.00		
	Invoice		Date		Description		Amount		
	2021-01		06/30/2021		TURLOCK UMPIRE GROUP SOFTBALL GAMES		\$3,630.00		
130663	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$3,630.00		
	07/22/2021	Open			Accounts Payable	US BANK OFFICE EQUIPMENT	\$1,482.79		
	Invoice		Date		Description		Amount		
	446662090		07/21/2021		Lease agreement for 9 copiers 06/23/21 - 07/22/21		\$1,416.35		
	448181354		07/21/2021		Lease Agreement for Payroll Copier 07/09/21-08/08/21		\$66.44		
130664	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,128.71		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$171.12		
	502 - Engineering				502.11000 (Cash)		\$182.96		
	07/22/2021	Open			Accounts Payable	US BANK-VISA	\$115,983.41		
	Invoice		Date		Description		Amount		
	6/22/21X9452		06/30/2021		Procurement-card Charges - 6/22/21 Statement		\$115,983.41		
130665	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$47,919.49		
	203 - Animal Fee Forfeiture				203.11000 (Cash)		\$671.40		
	205 - Sports Facilities				205.11000 (Cash)		\$4,857.73		
	206 - Traffic Safety				206.11000 (Cash)		\$771.01		
	215 - Streets - Grant Funded Projects				215.11000 (Cash)		\$345.00		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$10,392.13		
	218 - Measure L				218.11000 (Cash)		\$345.00		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$1,564.56		
	240 - Small Equipment Replacement				240.11000 (Cash)		\$787.20		
	241 - Asset Replacement				241.11000 (Cash)		(\$2.73)		
	246 - Landscape Assessment				246.11000 (Cash)		\$6,377.99		
	266 - Police Services Grants				266.11000 (Cash)		\$889.33		
	269 - Parks & Public Facilities Grants				269.11000 (Cash)		\$2,414.45		
	270 - Recreation Grants				270.11000 (Cash)		\$3,144.23		
	301 - Capital Improvements				301.11000 (Cash)		\$297.52		
	305 - Capital Facility Fees				305.11000 (Cash)		\$1,237.07		
	405 - Building				405.11000 (Cash)		\$251.78		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$18,188.25		
	420 - WATER				420.11000 (Cash)		\$9,859.14		
	425 - Transit - Dial-A-Ride				425.11000 (Cash)		\$51.62		
	426 - Transit				426.11000 (Cash)		\$1,358.54		
	501 - Information Technology				501.11000 (Cash)		\$2,499.00		
	502 - Engineering				502.11000 (Cash)		\$1,660.66		
	505 - Fleet				505.11000 (Cash)		\$103.04		
	07/22/2021	Open			Accounts Payable	VERDEK LLC	\$1,316.00		
	Invoice		Date		Description		Amount		
	85058		06/30/2021		Annual Commercial Cloud Network Connection & Services		\$1,316.00		
	Paying Fund				Cash Account		Amount		

Payment Register

From Payment Date: 7/16/2021 - To Payment Date: 7/22/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	426 - Transit			426.11000 (Cash)			\$1,316.00		
130666	07/22/2021	Open			Accounts Payable	VERIZON WIRELESS	\$2,537.44		
	Invoice		Date	Description		Amount			
	9883341953		06/30/2021	972530635-00016 WQC (6/4 - 7/3/21)		\$348.73			
	9883341948		06/30/2021	972530635-00006 HOUSING (6/4 - 7/3/21)		\$51.39			
	9883341950		06/30/2021	972530635-00010 IPADS - COUNCIL (6/4 - 7/3/21)		\$114.03			
	9883341947		06/30/2021	972530635-00004 BUILDING & PLANNING (6/4 - 7/3/21)		\$274.54			
	9883341955		06/30/2021	972530635-00019 ELECTRICAL (06/04 - 07/26/21)		\$148.63			
	9883341954		06/30/2021	972530635-00017 - IT (6/4 - 7/3/21)		\$128.50			
	9883341949		06/30/2021	972530635-00008 CITY CLERK (6/4 - 7/3/21)		\$143.80			
	9883341951		06/30/2021	972530635-00013 RECREATION ASES (6/4 - 7/3/21)		\$427.06			
	9883341946		06/30/2021	972530635-00003 ENGINEERING (06/04 - 07/03/21)		\$900.76			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$511.49			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$50.80			
	255 - CDBG			255.11000 (Cash)		\$51.39			
	270 - Recreation Grants			270.11000 (Cash)		\$186.93			
	405 - Building			405.11000 (Cash)		\$210.21			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$497.36			
	426 - Transit			426.11000 (Cash)		\$166.13			
	501 - Information Technology			501.11000 (Cash)		\$128.50			
	502 - Engineering			502.11000 (Cash)		\$734.63			
130667	07/22/2021	Open			Accounts Payable	VSS INTERNATIONAL INC	\$99,221.99		
	Invoice		Date	Description		Amount			
	PP3/CP20003		06/30/2021	20-003 Northeast Quadrant Rd Rehab 3/16/21 - 4/15/21		\$99,221.99			
	Paying Fund			Cash Account		Amount			
	218 - Measure L			218.11000 (Cash)		\$99,221.99			
130668	07/22/2021	Open			Accounts Payable	WARDEN'S OFFICE INC	\$700.11		
	Invoice		Date	Description		Amount			
	58406-0		07/20/2021	Front Desk Office Chair		\$700.11			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$700.11			
130669	07/22/2021	Open			Accounts Payable	WESTERN VIEW MOBILE RANCH	\$1,030.29		
	Invoice		Date	Description		Amount			
	AUG 2021 WV		07/19/2021	WESTERN VIEW-MOBILE HOME RENT SUBSIDY PROGRAM		\$1,030.29			
	Paying Fund			Cash Account		Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		\$1,030.29			
130670	07/22/2021	Open			Accounts Payable	WESTFORK ESTATES	\$634.12		
	Invoice		Date	Description		Amount			
	AUG 2021 WES		07/19/2021	WESTFORK-MOBILE HOME RENT SUBSIDY PROGRAM		\$634.12			
	Paying Fund			Cash Account		Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		\$634.12			

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From Payment Date: 7/16/2021 - To Payment Date: 7/22/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130671	07/22/2021	Open			Accounts Payable	WEXBANK	\$132.21		
	Invoice		Date	Description		Amount			
	72870940		06/30/2021	SHELL FUEL - 07/15/21 STATEMENT		\$132.21			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$132.21			
130672	07/22/2021	Open			Accounts Payable	WHITE BRENNER LLP	\$4,275.90		
	Invoice		Date	Description		Amount			
	May 2021		06/30/2021	Professional Services through May 2021		\$4,275.90			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$4,250.60			
	420 - WATER			420.11000 (Cash)		\$25.30			
130673	07/22/2021	Open			Accounts Payable	Bergendahl , Corey	\$50.00		
	Invoice		Date	Description		Amount			
	841977		06/30/2021	Reimbursement WTPO1 Exam Fee		\$50.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$50.00			
130674	07/22/2021	Open			Accounts Payable	Bray, Nathan	\$600.00		
	Invoice		Date	Description		Amount			
	FY21/22-Prof Dev		07/20/2021	Professional Development FY 2021-22		\$600.00			
	Paying Fund			Cash Account		Amount			
	502 - Engineering			502.11000 (Cash)		\$600.00			
130675	07/22/2021	Open			Accounts Payable	CUTS STEAKHOUSE	\$4,950.00		
	Invoice		Date	Description		Amount			
	EP21-079E		07/16/2021	REFUND IMPROVEMENT SECURITY 21-079E		\$4,950.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$4,950.00			
130676	07/22/2021	Open			Accounts Payable	HENSLEY'S PAVING & GENERAL ENGINEERING INC	\$299.18		
	Invoice		Date	Description		Amount			
	METER #450679		07/12/2021	HYDRANT USE PERMIT REFUND		\$299.18			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,471.00			
	420 - WATER			420.11000 (Cash)		(\$2,171.82)			
130677	07/22/2021	Open			Accounts Payable	InnoDez, Inc.	\$1,850.00		
	Invoice		Date	Description		Amount			
	IN2021120-2		06/30/2021	Final Payment for Preliminary Design of 213 S. Broadway, Turlock		\$1,850.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$1,850.00			
130678	07/22/2021	Open			Accounts Payable	JOHNSON, NORMAN	\$7,644.98		
	Invoice		Date	Description		Amount			
	EP21-067C		06/30/2021	PJB # 21-067C CANCELLED PERMIT RERECIPTED ON 21-067C & 21-125C		\$7,644.98			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$5,500.00			
	216 - Streets - Local Transportation			216.11000 (Cash)		(\$78.00)			
	240 - Small Equipment Replacement			240.11000 (Cash)		\$165.58			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		(\$1,674.00)			

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From Payment Date: 7/16/2021 - To Payment Date: 7/22/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	502 - Engineering			502.11000 (Cash)			\$3,731.40		
130679	07/22/2021	Open			Accounts Payable	Long, Laura	\$260.00		
	Invoice		Date	Description			Amount		
	10017685		06/30/2021	REFUND FOR PLAY			\$260.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$260.00		
130680	07/22/2021	Open			Accounts Payable	MACHADO BACKHOE, INC.	\$1,650.00		
	Invoice		Date	Description			Amount		
	EP 21-044E		07/16/2021	REFUND IMPROVEMENT SECURITY 21-044E			\$1,650.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,650.00		
130681	07/22/2021	Open			Accounts Payable	WILLIAMS, CASEY	\$90.00		
	Invoice		Date	Description			Amount		
	37273		06/30/2021	PESTICIDE TRAINING REIMBURSEMENT			\$90.00		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$90.00		

Type Check Totals:

AP - Accounts Payable Totals

78 Transactions

\$882,555.54

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	\$882,555.54	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	78	\$882,555.54	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	\$882,555.54	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	78	\$882,555.54	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	\$882,555.54	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	78	\$882,555.54	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	\$882,555.54	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	78	\$882,555.54	\$0.00

Payment Register

From Payment Date: 7/23/2021 - To Payment Date: 7/29/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
<u>Check</u>									
130682	07/23/2021	Open			Accounts Payable	SUPERCOM INC	\$1,074.40		
	Invoice		Date	Description			Amount		
	1774		06/25/2021	SAFEND PROTECTOR-WIN 1 YEAR GOLD MAIN. 5/24/21 - 5/24/22			\$1,074.40		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$757.58		
	255 - CDBG			255.11000 (Cash)			\$6.89		
	405 - Building			405.11000 (Cash)			\$75.76		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$110.20		
	426 - Transit			426.11000 (Cash)			\$13.77		
	502 - Engineering			502.11000 (Cash)			\$103.31		
	505 - Fleet			505.11000 (Cash)			\$6.89		
130683	07/26/2021	Open			Accounts Payable	TRANSIT CAPITAL SUPPORT	\$12,760.00		
	Invoice		Date	Description			Amount		
	21016		06/30/2021	Transit Technical Assistance & Support Services 5/1/2021-6/30/21			\$12,760.00		
	Paying Fund			Cash Account			Amount		
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			\$2,552.00		
	426 - Transit			426.11000 (Cash)			\$10,208.00		
130684	07/27/2021	Open			Utility Management Refund	BAWAB, TAREK	\$240.33		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		000921-002	CUSTOMER REQUEST	07/27/2021	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$240.33		
130685	07/27/2021	Open			Utility Management Refund	BURRICHTER, REBECCA	\$514.70		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		449369-001	MOVE-OUT CREDIT	07/27/2021	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$514.70		
130686	07/27/2021	Open			Utility Management Refund	DAVIDOFF, WALLIS	\$225.04		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		237663-004	MOVE-OUT CREDIT	07/27/2021	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$225.04		
130687	07/27/2021	Open			Utility Management Refund	DIAZ, APRIL	\$150.50		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		186775-010	MOVE-OUT CREDIT	07/27/2021	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$150.50		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130688	07/27/2021	Open			Utility Management Refund	EXCEL MONTE VISTA LP	\$60.01		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Commercial Metered		921076-002	MOVE-OUT CREDIT	07/27/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$60.01		
130689	07/27/2021	Open			Utility Management Refund	FAIRBANKS RANCH LLC	\$117.30		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		001246-001	MOVE-OUT CREDIT	07/27/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$117.30		
130690	07/27/2021	Open			Utility Management Refund	FAIRBANKS RANCH LLC	\$62.15		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		001243-001	MOVE-OUT CREDIT	07/27/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$62.15		
130691	07/27/2021	Open			Utility Management Refund	FAIRBANKS RANCH LLC	\$140.54		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		001247-001	MOVE-OUT CREDIT	07/27/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$140.54		
130692	07/27/2021	Open			Utility Management Refund	FLORES, OMAR	\$254.42		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		155950-002	MOVE-OUT CREDIT	07/27/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$254.42		
130693	07/27/2021	Open			Utility Management Refund	SCHROPE, SIMA	\$289.71		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		229237-004	MOVE-OUT CREDIT	07/27/2021	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$289.71		
130694	07/29/2021	Open			Accounts Payable	ADVANCE PUBLIC SAFETY	\$10,179.88		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	292938		06/30/2021	ANNUAL MAINTENANCE FEE 10 24 20 - 10 23 21			\$10,179.88		
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$10,179.88		
130695	07/29/2021	Open			Accounts Payable	AECOM TECHNICAL SERVICES INC	\$73,446.35		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	2000487154		06/30/2021	TO # 10 March 6 - April 9, 2021			\$3,413.00		
	2000460572		06/30/2021	TO 10 January 9 - February 5, 2021			\$3,687.00		
	2000472794		06/30/2021	TO 10 February 6 - March 5, 2021			\$3,244.00		
	2000451412		06/30/2021	TO 10 December 5, 2020 - January 8, 2021			\$5,330.00		
	2000485476		06/30/2021	TO 3 February 13 - April 16, 2021			\$185.00		

Payment Register

From Payment Date: 7/23/2021 - To Payment Date: 7/29/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	2000439963		06/30/2021	TO 3 November 14 - December 11, 2020			\$185.00		
	2000496608		06/30/2021	TO 15 April 17 - May 14, 2021			\$8,891.00		
	2000474331		06/30/2021	TO 15 February 13 - March 12, 2021			\$6,727.47		
	2000508521		06/30/2021	TO 15 May 15 - June 11, 2021			\$2,151.00		
	2000486827		06/30/2021	TO 15 March 13 - April 16, 2021			\$36,256.88		
	2000518669FY2021		06/30/2021	TO 15 June 12 - 30, 2021			\$3,376.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$73,261.35		
	420 - WATER			420.11000 (Cash)			\$185.00		
130696	07/29/2021	Open			Accounts Payable	AFLAC		\$4,006.64	
	Invoice		Date	Description			Amount		
	268401		07/22/2021	INDIVIDUAL JULY 2021			\$4,006.64		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$4,006.64		
130697	07/29/2021	Open			Accounts Payable	AFLAC GROUP INSURANCE		\$1,136.83	
	Invoice		Date	Description			Amount		
	A163589100		07/22/2021	GROUP JULY 2021			\$1,136.83		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$1,136.83		
130698	07/29/2021	Open			Accounts Payable	ALTA Language Services, Inc.		\$66.00	
	Invoice		Date	Description			Amount		
	IS537771		06/30/2021	Listening and Speaking Test (Live)			\$66.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$66.00		
130699	07/29/2021	Open			Accounts Payable	AMERICAN CANCER SOCIETY		\$193.00	
	Invoice		Date	Description			Amount		
	JAN-JUN 2021		06/30/2021	AMER CANC - American Cancer Charitable Cont*			\$193.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$193.00		
130700	07/29/2021	Open			Accounts Payable	AMERICAN RED CROSS		\$85.00	
	Invoice		Date	Description			Amount		
	JAN-JUN 2021		06/30/2021	AMER CROS - Red Cross Charitable Contrib*			\$85.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$85.00		
130701	07/29/2021	Open			Accounts Payable	AT&T/SBC		\$69.79	
	Invoice		Date	Description			Amount		
	RELAY 7/1/21		07/28/2021	Acct# 248 134-2929 655 9/ California Relay Srvc TDD			\$4.53		
	FIRE 7/1/21		07/28/2021	Acct# 233 841-5391 333 1/ Fire Dept			\$65.26		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$69.79		
130702	07/29/2021	Open			Accounts Payable	BALSWICK'S TIRE SHOP INC		\$220.64	
	Invoice		Date	Description			Amount		
	01-195347		07/23/2021	PED18-954			\$220.64		
	Paying Fund			Cash Account			Amount		
	205 - Sports Facilities			205.11000 (Cash)			\$220.64		

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130703	07/29/2021	Open			Accounts Payable	Beacon Integrated Professional Resources, Inc	\$3,577.50		
	Invoice		Date	Description		Amount			
	201042		06/30/2021	14-27 Improvements for Taylor & Walnut Rd (Hamner Jewell Assoc)		\$3,577.50			
	Paying Fund			Cash Account		Amount			
	215 - Streets - Grant Funded Projects			215.11000 (Cash)		\$3,577.50			
130704	07/29/2021	Open			Accounts Payable	BONANDER TRUCKS	\$6,468.92		
	Invoice		Date	Description		Amount			
	181117		06/30/2021	1038 TRANSMISSION REPLACEMENT		\$5,814.69			
	251597		07/23/2021	TRA15-1038PPP		\$46.62			
	602519		07/23/2021	SP06-4313		\$43.99			
	251796		07/23/2021	POL19-1342		\$262.35			
	251832		07/23/2021	POL19-1337		\$16.12			
	251837		07/23/2021	POL19-1342		\$21.59			
	251437		07/23/2021	PART NO 19419227		\$53.31			
	859343		07/23/2021	VEHICLE 7046		\$210.25			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$353.37			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$210.25			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$43.99			
	425 - Transit - Dial-A-Ride			425.11000 (Cash)		\$5,814.69			
	426 - Transit			426.11000 (Cash)		\$46.62			
130705	07/29/2021	Open			Accounts Payable	BSK & ASSOCIATES	\$3,219.00		
	Invoice		Date	Description		Amount			
	0095448		06/30/2021	SR01, 20-009 Well No. 38 Arsenic Mitigation & ICF Treat 6-30-21		\$3,219.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$3,219.00			
130706	07/29/2021	Open			Accounts Payable	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP	\$750.00		
	Invoice		Date	Description		Amount			
	TP21003528		06/30/2021	CONFIDENTIAL VICTIM MEDICAL EXPENSE E6600075623501		\$150.00			
	TP21003651		06/30/2021	CONFIDENTIAL VICTIM MEDICAL EXPENSE E6600075736601		\$150.00			
	TP21003797		06/30/2021	CONFIDENTIAL VICTIM MEDICAL EXPENSE E6600075876201		\$150.00			
	TP21003968		06/30/2021	CONFIDENTIAL VICTIM MEDICAL EXPENSE E6600076101501		\$150.00			
	TP 21003797(2)		06/30/2021	CONFIDENTIAL VICTIM MEDICAL EXPENSE E6600075876301		\$150.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$750.00			
130707	07/29/2021	Open			Accounts Payable	CALIFORNIA POLICE CHIEFS ASSOCIATION INC	\$1,997.00		
	Invoice		Date	Description		Amount			
	18142		07/22/2021	MEMBERSHIP RENEWAL THROUGH 6/30/2022 - M. PACHECO		\$145.00			

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	17677		07/22/2021		MEMBERSHIP RENEWAL THROUGH 6/30/2022 - S. WILLIAMS		\$1,852.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,997.00		
130708	07/29/2021	Open			Accounts Payable	CDW LLC	\$428.72		
	Invoice		Date		Description		Amount		
	G301631		07/28/2021		HP COLOR LASER JET PRO M454DN - MUNI		\$428.72		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$428.72		
130709	07/29/2021	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$553.98		
	Invoice		Date		Description		Amount		
	0703380071621		07/28/2021		8203 13 001 0703380 / IT Internet 1411 Shady LN		\$70.00		
	0465535072221		07/28/2021		8203 13 001 0465535 / Admin Internet		\$84.98		
	0461088071821		07/28/2021		8203 13 001 0461088 / City Hall		\$399.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$84.98		
	501 - Information Technology				501.11000 (Cash)		\$469.00		
130710	07/29/2021	Open			Accounts Payable	CHILDREN'S CRISIS CENTER	\$376.00		
	Invoice		Date		Description		Amount		
	JAN-JUN 2021		06/30/2021		CHLD CRIS - Children Crisis Charitable Cont*		\$376.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$376.00		
130711	07/29/2021	Open			Accounts Payable	CHRISTMAS FUND	\$583.00		
	Invoice		Date		Description		Amount		
	JAN-JUN 2021		06/30/2021		XMAS FAM - Christmas Family Charitable Cont*		\$583.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$583.00		
130712	07/29/2021	Open			Accounts Payable	CITY OF OAKDALE	\$2,194.50		
	Invoice		Date		Description		Amount		
	FY20-21 - DRAW 1		06/30/2021		CITY OF OAKDALE HOME CONSORTIUM FY 2020-2021		\$2,194.50		
	Paying Fund				Cash Account		Amount		
	256 - Stanislaus Housing Consortium				256.11000 (Cash)		\$2,194.50		
130713	07/29/2021	Open			Accounts Payable	CITY OF TURLOCK - CASH	\$238.15		
	Invoice		Date		Description		Amount		
	7-19-21 REPLEN		06/30/2021		FIN AR-REPLENISH PETTY CASH-7-19-21		\$238.15		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$42.87		
	206 - Traffic Safety				206.11000 (Cash)		\$14.94		
	266 - Police Services Grants				266.11000 (Cash)		\$180.34		
130714	07/29/2021	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	\$4,179.00		
	Invoice		Date		Description		Amount		
	29337288		07/15/2021		CLARK PEST CONTROL CLEANING		\$170.00		
	MW-6-21		06/30/2021		WEED CONTROL SERVICES - JUNE 2021		\$4,009.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$170.00		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$372.00		

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	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$3,637.00		
130715	07/29/2021	Open			Accounts Payable	COMMUNITY VETERINARY CLIN	\$850.02		
	Invoice		Date	Description		Amount			
	346949		06/30/2021	A035880		\$285.73			
	347122		06/30/2021	A035633		\$304.29			
	347284		06/30/2021	A035757 A035901 A035871		\$195.00			
	347153		06/30/2021	A035743		\$65.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$590.02			
	203 - Animal Fee Forfeiture			203.11000 (Cash)		\$260.00			
130716	07/29/2021	Open			Accounts Payable	Covenant Care at Home and Covenant Care Hospice	\$265.00		
	Invoice		Date	Description		Amount			
	JAN-JUN 2021		06/30/2021	HOSPICE - Hospice Charitable Contribution*		\$265.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$265.00			
130717	07/29/2021	Open			Accounts Payable	CRESCENT SURPLUS INC	\$3,477.59		
	Invoice		Date	Description		Amount			
	062993		06/30/2021	UNIFORM & BODY ARMOR PURCHASES		\$103.39			
	063043		06/30/2021	UNIFORM & BODY ARMOR PURCHASES		\$611.89			
	063055		06/30/2021	JEREMIAH LUPE TACLITE PANT		\$53.93			
	063041		06/30/2021	PAUL HERNANDEZ GEAR		\$765.01			
	063044		06/30/2021	SALVADOR DE LA CRUZ GEAR		\$590.31			
	063045		06/30/2021	MARVIN GHARON GEAR		\$703.53			
	063054		06/30/2021	JEREMIAH LUPE GEAR		\$316.40			
	289909		06/30/2021	MARVIN GHARON SINGLE KEEPER VELCRO		\$12.92			
	K89901		06/30/2021	SALVADOR DE LA CRUZ SINGLE KEEPER VELCRO		\$25.85			
	289981		06/30/2021	JEREMIAH LUPE SINGLE KEEPER		\$25.85			
	289893		06/30/2021	COLTON BICKLE TACLITE PANT		\$107.85			
	K89982		06/30/2021	JEREMIAH LUPE TACLITE PANT		\$53.93			
	K89983		06/30/2021	JEREMIAH LUPE FLEX WORK PANT		\$30.19			
	063216		06/30/2021	JERIMIAH LUPE LEATHER HOLSTER		\$21.56			
	063217		06/30/2021	COLTON BICKLE LEATHER HOLDER		\$21.56			
	063218		06/30/2021	SALVADOR DE LA CRUZ LEATHER HOLDER		\$21.56			
	063219		06/30/2021	PAUL HERNANDEZ LEATHER HOLDER		\$21.56			
	063220		06/30/2021	MARVIN GHARON LEATHER HOLDER		\$64.70			
	K89902		06/30/2021	SALVADOR DE LA CRUZ TACLITE PANT		\$107.85			
	K89981		06/30/2021	JEREMIAH LUPE FLEX WORK PANT		\$30.19			
	063215		06/30/2021	MARVIN GHARON		(\$160.68)			
	063214		06/30/2021	COLTON BICKLE STREAMLIGHT HOLSTER RTN		(\$25.88)			
	063212		06/30/2021	PAUL HERNANDEZ STREMLIGHT HOLSTER RTN		(\$25.88)			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,761.46			
	266 - Police Services Grants			266.11000 (Cash)		\$716.13			
130718	07/29/2021	Open			Accounts Payable	CRIMETEK SECURITY, INC.	\$1,550.34		
	Invoice		Date	Description		Amount			
	63780		06/30/2021	CH Security 6/21/21-6/25/21		\$821.34			
	63735		06/30/2021	CH Security 6/14/21-6/18/21		\$729.00			

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130719	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,550.34		
	07/29/2021	Open			Accounts Payable	CULLIGAN INC	\$363.87		
	Invoice		Date	Description			Amount		
	6/30/2021		06/30/2021	ACCT #180900 DE-IONIZED WATER FOR WQC LAB			\$119.00		
130720	5/31/2021		06/30/2021	ACCT #180900 DE-IONIZED WATER FOR WQC LAB			\$244.87		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$363.87		
	07/29/2021	Open			Accounts Payable	CVCWA	\$6,900.00		
	Invoice		Date	Description			Amount		
130721	300000180		07/15/2021	POTW, CV-Salts Special Project Dues and CVCWA			\$6,900.00		
				Dues - POTW					
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$6,900.00		
	07/29/2021	Open			Accounts Payable	DAILY BREAD	\$478.00		
130722	Invoice		Date	Description			Amount		
	JAN-JUN 2021		06/30/2021	DAILY - Daily Bread Charitable Contribut*			\$478.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$478.00		
	07/29/2021	Open			Accounts Payable	DELTA WIRELESS & NETWORK	\$15,301.00		
130723	Invoice		Date	Description			Amount		
	104005722-1		06/30/2021	MAINTENANCE AGREEMENT JUNE 2021			\$15,301.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$369.88		
	116 - Special Public Safety				116.11000 (Cash)		\$12,710.24		
130724	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$555.25		
	420 - WATER				420.11000 (Cash)		\$555.25		
	425 - Transit - Dial-A-Ride				425.11000 (Cash)		\$185.08		
	426 - Transit				426.11000 (Cash)		\$555.13		
	505 - Fleet				505.11000 (Cash)		\$370.17		
130725	07/29/2021	Open			Accounts Payable	DIAMOND TRUCK BODY MFG	\$1,342.74		
	Invoice		Date	Description			Amount		
	25122		07/23/2021	625 rear bumper			\$1,342.74		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,342.74		
130726	07/29/2021	Open			Accounts Payable	EMPLOYEE COMMUNITY CRISIS	\$227.00		
	Invoice		Date	Description			Amount		
	JAN-JUN 2021		06/30/2021	COMM CRIS - Community Charity Charitable Con*			\$227.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$227.00		
130727	07/29/2021	Open			Accounts Payable	ENVIRONMENTAL RESOURCE ASSOCIATES	\$323.35		
	Invoice		Date	Description			Amount		
	978214		07/15/2021	Source Water Microbe			\$323.35		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$323.35		

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130726	07/29/2021	Open			Accounts Payable	FASTENAL COMPANY INC	\$1,483.61		
	Invoice		Date	Description		Amount			
	CATUR173942		07/15/2021	WQC supplies		\$151.53			
	CATUR173943		07/15/2021	WQC supplies		\$1,152.51			
	CATUR173789		06/30/2021	WQC Job Dr Set		\$133.85			
	CATUR173574		06/30/2021	WQC Sawzall Blade Set		\$45.72			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,483.61			
130727	07/29/2021	Open			Accounts Payable	FEDERAL EXPRESS	\$357.52		
	Invoice		Date	Description		Amount			
	7-437-56753-2021		06/30/2021	SHIPPING CHARGES 7/16/21 FY 20/21		\$13.55			
	7-437-56753		07/28/2021	SHIPPING CHARGES - 7/16/21 FY21/22		\$227.87			
	7-445-33152		07/28/2021	SHIPPING CHARGES 7/23/21		\$116.10			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$110.58			
	205 - Sports Facilities			205.11000 (Cash)		\$12.78			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$55.10			
	420 - WATER			420.11000 (Cash)		\$179.06			
130728	07/29/2021	Open			Accounts Payable	FIRST CHOICE INDUSTRIAL SUPPLY INC, DBA NORCAL SUPPLY CO	\$1,016.73		
	Invoice		Date	Description		Amount			
	077122		06/30/2021	JANITORIAL SUPPLIES		\$215.08			
	076307		06/30/2021	OFFICE & COVID SUPPLIES		\$184.66			
	077433		07/23/2021	JANITORIAL SUPPLIES		\$616.99			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$184.66			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$832.07			
130729	07/29/2021	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$1,399.78		
	Invoice		Date	Description		Amount			
	4212098		07/15/2021	LAB SUPPLIES		\$1,140.41			
	4445358		07/15/2021	LAB SUPPLIES		\$69.22			
	4670438		07/15/2021	LAB SUPPLIES		\$190.15			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,209.63			
	420 - WATER			420.11000 (Cash)		\$190.15			
130730	07/29/2021	Open			Accounts Payable	GARY'S RENT A CAN INC	\$109.38		
	Invoice		Date	Description		Amount			
	A-98565		07/15/2021	GARY'S - PORTABLE TOILET RENTAL ASST		\$109.38			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$109.38			
130731	07/29/2021	Open			Accounts Payable	GCR TIRES & SERVICE	\$2,561.72		
	Invoice		Date	Description		Amount			
	858-45493		07/23/2021	ASSORTED WEIGHTS		\$77.08			
	858-45497		07/23/2021	SR90-88		\$421.29			
	858-45306		07/23/2021	item #50.4336.4298		\$212.60			
	858-45302		07/23/2021	item #004014		\$303.02			
	858-45303		07/23/2021	item #002777		\$729.97			

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130732	858-45304		07/23/2021	item #002767			\$817.76		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,197.86		
	246 - Landscape Assessment			246.11000 (Cash)			\$729.97		
	420 - WATER			420.11000 (Cash)			\$633.89		
	07/29/2021	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$1,454.25		
	Invoice		Date	Description			Amount		
	H1F2403		06/30/2021	Lead and Copper			\$378.00		
	H1F2806		06/30/2021	Drinking Water Well Analysis			\$1,076.25		
	Paying Fund			Cash Account			Amount		
130733	420 - WATER			420.11000 (Cash)			\$1,454.25		
	07/29/2021	Open			Accounts Payable	GILLIG LLC	\$1,367.08		
	Invoice		Date	Description			Amount		
	40824878		07/23/2021	TRA18-1058PP			\$310.68		
	40827546		07/23/2021	TRA18-1058PP			\$1,056.40		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$1,367.08		
	07/29/2021	Open			Accounts Payable	GRAINGER INC, W W	\$415.35		
	Invoice		Date	Description			Amount		
	9927369133		06/30/2021	AC Current Clamp			\$246.89		
130734	9934295370		06/30/2021	Wrenches			\$97.57		
	9937573906		06/30/2021	Filter Elements			\$70.89		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$415.35		
	07/29/2021	Open			Accounts Payable	GROVER LANDSCAPING INC	\$3,748.66		
	Invoice		Date	Description			Amount		
	0044372		06/30/2021	TREES FOR GO GREEN WEEK			\$3,748.66		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$3,748.66		
	07/29/2021	Open			Accounts Payable	HAJOCA CORP. DBA BUTTES/CENTER STATE PIPE & SUPPLY	\$705.06		
130735	Invoice		Date	Description			Amount		
	S012008909.001		07/15/2021	Steel Flag Check Valve			\$705.06		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$705.06		
	07/29/2021	Open			Accounts Payable	HD SUPPLY FACILITIES MAINTENANCE LTD	\$1,712.92		
	Invoice		Date	Description			Amount		
	585542		06/30/2021	WATER TOOLS			\$1,561.99		
	606510		06/30/2021	WATER TOOLS			\$150.93		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$1,712.92		
130738	07/29/2021	Open			Accounts Payable	HILMAR LUMBER INC	\$237.38		
	Invoice		Date	Description			Amount		
	491481		07/15/2021	Tertiary Filters No. 3			\$237.38		
	Paying Fund			Cash Account			Amount		

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130739	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$237.38		
	07/29/2021	Open			Accounts Payable	HORIZON WATER & ENVIR LLC	\$9,388.75		
	Invoice		Date	Description		Amount			
	5347		06/30/2021	SRWA - Phase III Environmental Work for 2020-21 for June 2021		\$9,388.75			
130740	Paying Fund			Cash Account		Amount			
	950 - SRWA			950.11000 (Cash)		\$9,388.75			
	07/29/2021	Open			Accounts Payable	HUNTINGTON COURT REPORTER	\$62.52		
	Invoice		Date	Description		Amount			
130741	41314		07/22/2021	TRANSCRIPTION OF DIGITAL DICTATION 07-01-21 TO 07-15-21		\$62.52			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$62.52			
	07/29/2021	Open			Accounts Payable	INDEPENDENT ELECTRIC INC	\$78.81		
130742	Invoice		Date	Description		Amount			
	S105226136.001		07/15/2021	Traffic Signal Cover		\$78.81			
	Paying Fund			Cash Account		Amount			
	216 - Streets - Local Transportation			216.11000 (Cash)		\$78.81			
130743	07/29/2021	Open			Accounts Payable	J A MOMANEY SERVICES INC	\$729.66		
	Invoice		Date	Description		Amount			
	146949		07/15/2021	LED Supplies		\$729.66			
	Paying Fund			Cash Account		Amount			
130744	246 - Landscape Assessment			246.11000 (Cash)		\$729.66			
	07/29/2021	Open			Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	\$7,665.00		
	Invoice		Date	Description		Amount			
	50260476		06/30/2021	ONBASE UPGRADE PROJECT		\$7,665.00			
130745	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		\$7,665.00			
	07/29/2021	Open			Accounts Payable	LEHIGH HANSON INC	\$1,202.30		
	Invoice		Date	Description		Amount			
130746	2264475		07/15/2021	LEHIGH - ASPHALT FOR STREETS		\$164.37			
	2264978		07/15/2021	LEHIGH - ASPHALT FOR STREETS		\$178.18			
	2261484		07/15/2021	LEHIGH - ASPHALT FOR STREETS		\$79.22			
	2262421		07/15/2021	LEHIGH - ASPHALT FOR STREETS		\$152.53			
	2262889		07/15/2021	LEHIGH - ASPHALT FOR STREETS		\$147.92			
	2263409		07/15/2021	LEHIGH - ASPHALT FOR STREETS		\$333.48			
	2263905		07/15/2021	LEHIGH - ASPHALT FOR STREETS		\$146.60			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$1,202.30			
	07/29/2021	Open			Accounts Payable	MEDWASTE MANAGEMENT, LLC.	\$121.00		
130747	Invoice		Date	Description		Amount			
	MW47900		06/30/2021	MEDWASTE SERVICES QUARTERLY		\$121.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$121.00			

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130746	07/29/2021	Open			Accounts Payable	MME	\$143.78		
	Invoice		Date	Description		Amount			
	0160890-IN		06/30/2021	ST13-7120		\$38.73			
	0160532-IN		06/30/2021	ST13-7120		\$67.46			
	0160597-IN		06/30/2021	VEHICLE 7120		\$21.22			
	0160551-IN		06/30/2021	ST13-7120		\$16.37			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$143.78			
130747	07/29/2021	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$541.70		
	Invoice		Date	Description		Amount			
	01G0033309543		06/30/2021	FACILITY MAINTENANCE 6/7/21-7/6/21		\$96.96			
	01G0033242389		06/30/2021	WASTE MGMT WATER TREATMENT 6/7/21-7/6/21		\$177.37			
	01G0033242363		06/30/2021	UTILITIES 6/7/21-7/6/21		\$86.37			
	01G0033258518		06/30/2021	WATER RESOURCE BUILDING 6/7/21-7/6/21		\$40.34			
	01G0033242397		06/30/2021	ELECTRICAL MAINTENANCE 6/7/21-7/6/21		\$54.29			
	01G0033242330		06/30/2021	FLEET MAINTENANCE 6/7/21-7/6/21		\$86.37			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$48.48			
	246 - Landscape Assessment			246.11000 (Cash)		\$48.48			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$444.74			
130748	07/29/2021	Open			Accounts Payable	NEVER BORING DESIGN INC	\$832.49		
	Invoice		Date	Description		Amount			
	62716		06/30/2021	Dump Trailer		\$832.49			
	Paying Fund			Cash Account		Amount			
	201 - Asset Forfeiture			201.11000 (Cash)		\$832.49			
130749	07/29/2021	Open			Accounts Payable	NO-DES, INC.	\$40,649.00		
	Invoice		Date	Description		Amount			
	INV1047		06/30/2021	Flushing Service		\$40,649.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$40,649.00			
130750	07/29/2021	Open			Accounts Payable	ON THE SPOT DESIGN	\$217.25		
	Invoice		Date	Description		Amount			
	2923		06/30/2021	CAR DECALS		\$217.25			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$217.25			
130751	07/29/2021	Open			Accounts Payable	Operation Blue Santa	\$218.00		
	Invoice		Date	Description		Amount			
	JAN-JUN 2021		06/30/2021	BLUE SANTA - Operation Blue Santa*		\$218.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$218.00			
130752	07/29/2021	Open			Accounts Payable	OREILLY AUTO PARTS	\$155.80		
	Invoice		Date	Description		Amount			
	2800-110437		06/30/2021	WATER PUMP		\$155.80			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$155.80			

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130753	07/29/2021	Open			Accounts Payable	PAL	\$342.00		
	Invoice		Date	Description		Amount			
	JAN-JUN 2021		06/30/2021	PAL - PAL Charitable Contribution*		\$342.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$342.00			
130754	07/29/2021	Open			Accounts Payable	PRO FORCE LAW ENFORCEMENT	\$774.16		
	Invoice		Date	Description		Amount			
	440839		06/30/2021	CARRIER FRONT RAMOS, YOUNG, JIMMEZ, MASCHAL		\$774.16			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$774.16			
130755	07/29/2021	Open			Accounts Payable	RECREATION SCHOLARSHIP	\$102.00		
	Invoice		Date	Description		Amount			
	JAN-JUN 2021		06/30/2021	REC PROG - Rec Scholarship Charitable Cont*		\$102.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$102.00			
130756	07/29/2021	Open			Accounts Payable	ROBERTSON - BRYAN INC	\$21,108.82		
	Invoice		Date	Description		Amount			
	14496		06/30/2021	Through June 30, 2021		\$21,108.82			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$21,108.82			
130757	07/29/2021	Open			Accounts Payable	SALVATION ARMY	\$35.00		
	Invoice		Date	Description		Amount			
	JAN-JUN 2021		06/30/2021	SALV ARMY - Salvation Army Charitable Cont*		\$35.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$35.00			
130758	07/29/2021	Open			Accounts Payable	SAN JOAQUIN VALLEY	\$900.00		
	Invoice		Date	Description		Amount			
	N146010		07/22/2021	20/21 ANNUAL PERMITS TO OPERATE-FAC ID N8704		\$900.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$900.00			
130759	07/29/2021	Open			Accounts Payable	SAN JOAQUIN VALLEY TEEN CHALLENGE	\$15.00		
	Invoice		Date	Description		Amount			
	JAN-JUN 2021		06/30/2021	TEEN CHALL - Teen Challenge*		\$15.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$15.00			
130760	07/29/2021	Open			Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	\$37.00		
	Invoice		Date	Description		Amount			
	071-012-083-000		07/22/2021	Reconveyance filing fee for Juan M. Garcia - 630 Danny Ave.		\$37.00			
	Paying Fund			Cash Account		Amount			
	257 - State HOME Funds			257.11000 (Cash)		\$37.00			

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130761	07/29/2021	Open			Accounts Payable	STANISLAUS WILDLIFE CARE	\$27.00		
	Invoice		Date	Description		Amount			
	JAN-JUN 2021		06/30/2021	WILD CARE - Wildlife Care Charitable Contrib*		\$27.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$27.00			
130762	07/29/2021	Open			Accounts Payable	STATE OF CALIFORNIA	\$1,353.00		
	Invoice		Date	Description		Amount			
	517891		06/30/2021	FINGERPRINTING JUNE 2021		\$1,353.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,353.00			
130763	07/29/2021	Open			Accounts Payable	STATE WATER RESOURCE CTNL	\$110.00		
	Invoice		Date	Description		Amount			
	BERGENDAHL		06/30/2021	DRINKING WATER DISTRIBUTION OPERATOR D2 RENEWAL		\$110.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$110.00			
130764	07/29/2021	Open			Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC	\$11,953.40		
	Invoice		Date	Description		Amount			
	SI60507		06/30/2021	(17) SIERRA AIRLINK MP70 + WIFI		\$11,953.40			
	Paying Fund			Cash Account		Amount			
	242 - Computer Replacement			242.11000 (Cash)		\$11,953.40			
130765	07/29/2021	Open			Accounts Payable	T I D	\$70.77		
	Invoice		Date	Description		Amount			
	7-2-21		07/20/2021	Acct #6850092917 - 6/9/21-7/2/21		\$70.77			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$70.77			
130766	07/29/2021	Open			Accounts Payable	THATCHER COMPANY OF CALIFORNIA INC	\$6,721.04		
	Invoice		Date	Description		Amount			
	285133		06/30/2021	Liquid Chlorine - EMPTIES		(\$8,000.00)			
	285132		06/30/2021	Liquid Chlorine		\$14,721.04			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$6,721.04			
130767	07/29/2021	Open			Accounts Payable	THE MCCLATCHY COMPANY LLC	\$997.92		
	Invoice		Date	Description		Amount			
	39199		06/30/2021	PRINT LEGAL AD 67473 67475 70226 75108		\$997.92			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$997.92			
130768	07/29/2021	Open			Accounts Payable	TRAINING INNOVATIONS INC	\$750.00		
	Invoice		Date	Description		Amount			
	21-141		07/22/2021	TMS SOFTWARE SUBSCRIPTION 7.1.21 THRU 6.30.22		\$750.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$750.00			

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130769	07/29/2021	Open			Accounts Payable	TURLOCK ANIMAL SERVICES	\$415.00		
	Invoice		Date	Description		Amount			
	JAN-JUN 2021		06/30/2021	ANIM CONT - Animal Control Charitable Contr*		\$415.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$415.00			
130770	07/29/2021	Open			Accounts Payable	TURLOCK DOWNTOWN &	\$37,164.09		
	Invoice		Date	Description		Amount			
	FY20/21 1st&2nd		06/30/2021	FY 20/21 First Inst. corr. & Second Installment pmnt		\$37,164.09			
	Paying Fund			Cash Account		Amount			
	706 - PBID			706.11000 (Cash)		\$37,164.09			
130771	07/29/2021	Open			Accounts Payable	TURLOCK FIRE DEPT INC TOY ACCOUNT	\$309.00		
	Invoice		Date	Description		Amount			
	JAN-JUN 2021		06/30/2021	TOYS TOTS - Toys for Tots Charitable Contrib*		\$309.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$309.00			
130772	07/29/2021	Open			Accounts Payable	TURLOCK JOURNAL	\$1,551.28		
	Invoice		Date	Description		Amount			
	289803		06/30/2021	Classified Display Ad: City Clerk		\$200.32			
	289800		06/30/2021	Web Banner Ad: City Clerk		\$250.00			
	289804		06/30/2021	Classified Display Ad: Account Clerk		\$200.32			
	288742		06/30/2021	Classified Display Ad Financial Customer Services Supervisor		\$100.16			
	289071		06/30/2021	Classified Display Ad - Staff Services		\$200.32			
	289802		06/30/2021	Classified Display Ad - Staff Services		\$100.16			
	288741		06/30/2021	Web Banner: Staff Service Assistant		\$250.00			
	289801		06/30/2021	Web Banner Account Clerk		\$250.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$450.32			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,100.96			
130773	07/29/2021	Open			Accounts Payable	TURLOCK POLICE CHAPLAINCY	\$423.00		
	Invoice		Date	Description		Amount			
	JAN-JUN 2021		06/30/2021	CHAPLIN - Chaplin Program*		\$423.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$423.00			
130774	07/29/2021	Open			Accounts Payable	TURLOCK POLICE WIDOWS & ORPHANS	\$1,308.00		
	Invoice		Date	Description		Amount			
	JAN-JUN 2021		06/30/2021	PD WIDOW - Police Widows & Orphans Charitab*		\$1,308.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$1,308.00			
130775	07/29/2021	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$700,000.00		
	Invoice		Date	Description		Amount			
	JUL 2021 PAYMENT		07/20/2021	JULY 2021 PAYMENT		\$700,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$700,000.00			

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130776	07/29/2021	Open			Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$1,847.00		
	Invoice		Date	Description		Amount			
	1923335		06/30/2021	JUNE 2021 INVOICES		\$1,847.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$45.00			
	203 - Animal Fee Forfeiture			203.11000 (Cash)		\$862.00			
	266 - Police Services Grants			266.11000 (Cash)		\$940.00			
130777	07/29/2021	Open			Accounts Payable	TURLOCK TOGETHER	\$131.00		
	Invoice		Date	Description		Amount			
	JAN-JUN 2021		06/30/2021	TUR TOG - Turlock Together Charitable Cont*		\$131.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$131.00			
130778	07/29/2021	Open			Accounts Payable	TURLOCK UNIFIED SCHOOL DISTICT	\$1,037.50		
	Invoice		Date	Description		Amount			
	210169		06/30/2021	PHS Pool Rental		\$1,037.50			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,037.50			
130779	07/29/2021	Open			Accounts Payable	U.S. CAD	\$496.14		
	Invoice		Date	Description		Amount			
	INV48004		07/28/2021	BLUEBEAM LICENSE FOR MUNI		\$496.14			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$496.14			
130780	07/29/2021	Open			Accounts Payable	UNITED RENTAL INC	\$156.38		
	Invoice		Date	Description		Amount			
	195248220-001		06/30/2021	WRENCHS		\$156.38			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$156.38			
130781	07/29/2021	Open			Accounts Payable	UNITED WAY OF STANISLAUS	\$59.00		
	Invoice		Date	Description		Amount			
	JAN-JUN 2021		06/30/2021	UNIT WAY - United Way Charitable Contrib*		\$59.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$59.00			
130782	07/29/2021	Open			Accounts Payable	UNIVAR SOLUTIONS USA INC	\$31,962.16		
	Invoice		Date	Description		Amount			
	48882561		06/30/2021	Sodium Bisulfite		\$4,141.00			
	48896558		06/30/2021	Sodium Bisulfite		\$4,483.08			
	48874950		06/30/2021	Sodium Bisulfite		\$4,475.52			
	48864446		06/30/2021	Sodium Bisulfite		\$4,526.55			
	49253469		06/30/2021	Sodium Bisulfite		\$4,786.95			
	49267193		06/30/2021	Sodium Bisulfite		\$4,762.11			
	49249953		06/30/2021	Sodium Bisulfite		\$4,786.95			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$31,962.16			
130783	07/29/2021	Open			Accounts Payable	VERIZON WIRELESS	\$5,505.54		
	Invoice		Date	Description		Amount			
	9883341944		06/30/2021	POLICE JUNE 04-JULY 03		\$3,057.12			

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	9883341952		06/30/2021	972530635-00015	UTILITIES (6/4 - 7/3/21)		\$2,448.42		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,065.24		
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)			\$12.61		
	246 - Landscape Assessment			246.11000 (Cash)			\$40.01		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$940.68		
	420 - WATER			420.11000 (Cash)			\$1,353.85		
	505 - Fleet			505.11000 (Cash)			\$93.15		
130784	07/29/2021	Open			Accounts Payable	WALKER ASSOC INC, LARRY	\$2,396.50		
	Invoice		Date	Description			Amount		
	00339.08-12		06/30/2021	For Services Rendered Through 6/30/2021			\$1,793.50		
	00339.05-55		06/30/2021	For Services Rendered Through 6/30/2021			\$603.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,396.50		
130785	07/29/2021	Open			Accounts Payable	WARDEN'S OFFICE INC	\$1,411.04		
	Invoice		Date	Description			Amount		
	58407-0		06/30/2021	2 TRUDEAU MID GACK TASK CHAIRS			\$1,411.04		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,411.04		
130786	07/29/2021	Open			Accounts Payable	WEST PUBLISHING CORPORATION	\$273.76		
	Invoice		Date	Description			Amount		
	844615391		06/30/2021	INVESTIGATIVE SERVICES 6/1/2021-6/30/2021			\$273.76		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$273.76		
130787	07/29/2021	Open			Accounts Payable	WESTSIDE MINISTRIES	\$90.00		
	Invoice		Date	Description			Amount		
	JAN-JUN 2021		06/30/2021	WESTSIDE - Westside Ministry Charitable Con*			\$90.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$90.00		
130788	07/29/2021	Open			Accounts Payable	WILLE ELECTRIC SUPPLY INC	\$1,167.12		
	Invoice		Date	Description			Amount		
	S2031081.002		06/30/2021	Antennas for RF Links			\$203.87		
	S2034413.001		06/30/2021	Antenna cable for RTU Remote Location			\$963.25		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,167.12		
130789	07/29/2021	Open			Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE	\$160.00		
	Invoice		Date	Description			Amount		
	756448		06/30/2021	Add CL22-868 2022 Freightliner M2			\$160.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$160.00		
130790	07/29/2021	Open			Accounts Payable	WOOD RODGERS INC	\$1,166.25		
	Invoice		Date	Description			Amount		
	147620		06/30/2021	ON-CALL HYDROGEOLOGICAL ENGINEERING SERVICES			\$1,166.25		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$1,166.25		

Payment Register

From Payment Date: 7/23/2021 - To Payment Date: 7/29/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130791	07/29/2021	Open			Accounts Payable	Wright Line Holding, Inc. dba Wright Line LLC	\$1,559.17		
	Invoice		Date	Description		Amount			
	004140893		06/30/2021	60X30 Conference Table		\$1,559.17			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$1,559.17			
130792	07/29/2021	Open			Accounts Payable	ADAMS, SETH	\$323.24		
	Invoice		Date	Description		Amount			
	1023510		07/28/2021	Wildland Boot Reimbursement		\$323.24			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$323.24			
130793	07/29/2021	Open			Accounts Payable	CENTURY CHEVRON FOOD MART	\$357.00		
	Invoice		Date	Description		Amount			
	GP 19-038G		07/23/2021	IMPROVEMENT SECURITY 19-038G 100 E Glenwood Ave		\$357.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$357.00			
130794	07/29/2021	Open			Accounts Payable	CENTURY CHEVRON FOOD MART	\$19,800.00		
	Invoice		Date	Description		Amount			
	EP18-118E		07/23/2021	IMPROVEMENT SECURITY 18-118E 100 E GLENWOOD AVE		\$19,800.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$19,800.00			
130795	07/29/2021	Open			Accounts Payable	DESILVA GATES CONSTRUCTION	\$575.75		
	Invoice		Date	Description		Amount			
	METER #15201725		07/21/2021	HYDRANT USE PERMIT REFUND		\$575.75			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,471.00			
	420 - WATER			420.11000 (Cash)		(\$1,895.25)			
130796	07/29/2021	Open			Accounts Payable	PINNEY, BRITTANY	\$126.00		
	Invoice		Date	Description		Amount			
	A034938		06/30/2021	REIMB FOR PYMT ON LANDER VET INVOICE		\$126.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$126.00			
130797	07/29/2021	Open			Accounts Payable	SCHULZE, ERIK	\$600.00		
	Invoice		Date	Description		Amount			
	FY21/22-PROF DEV		07/15/2021	FY 21/22 PROFESSIONAL DEVELOPMENT		\$600.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$600.00			
130798	07/29/2021	Open			Accounts Payable	SHAW, DAVE	\$192.00		
	Invoice		Date	Description		Amount			
	TR 4564 PER DIEM		07/21/2021	SLI SESSION #4 - RANCHO MURIETA - 8/1 TO 8/4		\$192.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$192.00			

Payment Register

From Payment Date: 7/23/2021 - To Payment Date: 7/29/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
130799	07/29/2021	Open			Accounts Payable	STAPLER, MIKE	\$192.00		
	Invoice		Date	Description		Amount			
	TR 4587 PER DIEM		07/21/2021	PROPERTY & EVIDENCE ROOM MANAGEMENT - 8/2 TO 8/5		\$192.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$192.00			
130800	07/29/2021	Open			Accounts Payable	SUCO, KATHREEN	\$11.25		
	Invoice		Date	Description		Amount			
	10063540		07/15/2021	REFUND FOR SWIM		\$11.25			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$11.25			
130801	07/29/2021	Open			Accounts Payable	VAN GUILDER, ALLISON, ALLISON	\$700.00		
	Invoice		Date	Description		Amount			
	FY21/22-PROF DEV		07/15/2021	FY 21/22 PROFESSIONAL DEVELOPMENT		\$700.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$700.00			

Type Check Totals:

AP - Accounts Payable Totals

120 Transactions

\$1,098,276.69

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	120	\$1,098,276.69	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	120	\$1,098,276.69	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	120	\$1,098,276.69	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	120	\$1,098,276.69	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	120	\$1,098,276.69	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	120	\$1,098,276.69	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	120	\$1,098,276.69	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	120	\$1,098,276.69	\$0.00

MAY 11, 2021
5:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT MINUTES
Special Meeting
Turlock City Council

0. A. CALL TO ORDER – Mayor Bublak called the meeting to order at 5:02 p.m.

B. SALUTE TO THE FLAG

Mayor Bublak announced the City Council meeting is open to the public with limited seating capacity and that compliance with health and safety guidelines including COVID-19 screening, temperature checks, face coverings, and physical distancing measures is required for in-person attendance.

Mayor Bublak also announced the meeting is being conducted via the Zoom system and streamed on the City's website, YouTube, & Spectrum Channel 2.

Mayor Bublak announced that members of the public will be given the opportunity to address the Council during public participation. The City Clerk will provide additional details and instructions once we near the public participation section of the meeting.

C. ROLL CALL:

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

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

ABSENT: None

D. DECLARATION OF CONFLICTS: None

1. 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.

Action: Motion by Councilmember Franco, seconded by Councilmember Monez, Approving the agenda as posted. Motion carried 5/0 by the following vote:

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

*Acting City Clerk Allison Martin announced that members of the public will be given the opportunity to address Council concerning any item that has been described in the notice for this meeting. For members of the public participating in-person and who are interested in addressing the Council, please raise your hand once the Mayor opens public comment and before she closes public comment. For members of the public participating remotely, please press the "raise hand" feature on your screen or press *9 from your telephone keypad once the Mayor opens public comment and before she closes public comment.*

Members of the public participating in-person will be called upon first and then we will move to those participating remotely. For those participating remotely, they will hear an automated prompt indicating their

line has been unmuted – and that is when their comment period will begin.

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

2. PUBLIC PARTICIPATION:

The following members of the public spoke:

Ron Bridegroom

3. FISCAL YEAR 2021-2022 GENERAL FUND BUDGET WORKSHOP NO. 2 (CONTINUED):

- A. The City Council will continue to review, discuss, and provide direction to staff regarding the proposed Fiscal Year 2021-2022 General Fund Budget.

Acting City Manager Gary R. Hampton provided an overview of the budget workshop including challenges faced by each Department, gain clarity on final adopted FY 21-22 budget presented on June 8, 2021, consensus on direction to staff regarding budget direction.

Senior Accountant Nadine Silva presented information regarding summary of proposed FY 21-22 General Fund budget, increases due to PERS, unfunded liability, etc.

Acting City Manager Gary R. Hampton presented the General Fund Committed Funds Summary for Special Public Safety, Cannabis, Measure A and Tourism revenues and expenses for FY 20-21 amended and FY 21-22 projected, along with the projected fund balances for FY end on 6/30/21 and 6/30/22.

Acting City Manager Gary R. Hampton presented the Fiscal Year 2021-22 proposed budget General Fund workshop augmentations to provide direction on approval for the augmentations and funding source for each, from either the General Fund or Measure A revenues.

Council and staff discussed this item, including Measure A revenues for General Fund deficit, projected General Fund balance at Fiscal Year end.

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

The votes for the City of Turlock Fiscal Year 2021-22 Proposed Budget General Fund augmentations were as follows:

FUND 110 - GENERAL FUND		Councilmember Larson	Councilmember Nosrati	Councilmember Franco	Councilmember Monez	Mayor Bublak
GF 1	Fund frozen Police Chief/Freeze Police Captain	Yes / GF	Yes / GF	Yes / GF	Yes / GF	Yes / GF
GF 2	Fund frozen Fire Chief/Freeze Fire Division Chief	Yes / GF	Yes / GF	Yes / GF	Yes / GF	Yes / GF
GF 3	Fund two (2) frozen Parks Maintenance Workers	Yes / Measure A	Yes / Measure A	No	No	No
GF 4	Fully staff Fire Stations	Yes / Measure A	Yes / Measure A	No	No	No
GF 5	Fund frozen Administrative Services Director (General Fund share = 66.7%)	Yes / GF	No	Yes / GF	Yes / GF	Yes / GF
GF 6	Finance Department Establishment:					
	Add Finance Director	Yes / GF	No	Yes / GF	Yes / GF	Yes / GF
	Reclassify Purchasing Coord. To Supervisor	Yes / GF	Yes / GF	Yes / GF	Yes / GF	Yes / GF
	Add Purchasing Technician (1/1/2022)	Yes / GF	Yes / GF	Yes / GF	Yes / GF	Yes / GF
FUND 118 - MEASURE A						
MA 1	Move 10% of projected Measure A revenue to Unassigned General Fund Reserve	No	No	Yes / Measure A	Yes / Measure A	Yes / Measure A
MA 2	Utilize 50% of projected Measure A revenue for road maintenance	Yes / Measure A	Yes / Measure A	Yes / Measure A	Yes / Measure A	Yes / Measure A
MA 3	Slurry Seals	Tabled				
MA 4	Police Training	Yes / GF	Yes / GF	Yes / Measure A	Yes / Measure A	Yes / Measure A
MA 5	Fire Feasibility Study	No	Yes / GF	Yes / Measure A	Yes / Measure A	Yes / Measure A
MA 6	Use of Measure A funds and/or General Fund Reserve for FY 21/22 Proposed General Fund deficit	Yes / Measure A	Yes / Measure A	No	No	No
FUND 120 - TOURISM						
T 1	Utility Transient Occupancy Tax (TOT) revenue to reduce Engineering Fund deficit	Yes	Yes	Yes	Yes	Yes

Acting City Manager Gary R. Hampton clarified that the actions taken by Council have increased the General Fund deficit.

4. ADJOURNMENT:

Mayor Bublak adjourned the special meeting at 5:51 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Allison Martin, Acting City Clerk
Jennifer Land, City Clerk

MAY 11, 2021
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT MINUTES
Regular Meeting
Turlock City Council

0. A. CALL TO ORDER – Mayor Bublak called the meeting to order at 6:03 p.m.

B. SALUTE TO THE FLAG

Mayor Bublak announced the City Council meeting is open to the public with limited seating capacity and that compliance with health and safety guidelines including COVID-19 screening, temperature checks, face coverings, and physical distancing measures are required for in-person attendance.

Mayor Bublak also announced the meeting is being conducted via the Zoom system and streamed on the City's website, YouTube, & Spectrum Channel 2.

Lastly, Mayor Bublak announced that members of the public will be given the opportunity to address the Council during public participation as well during the presentation of public hearing/discussion items and noted the City Clerk will provide additional details once we near the public participation section of the meeting.

C. ROLL CALL:

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

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

ABSENT: None

D. DECLARATION OF CONFLICTS: None

1. CLOSED SESSION:

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

2. APPROVAL OF AGENDA AS POSTED OR AMENDED

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

Mayor Bublak announced Public Hearing Item 8C has been continued to the June 22, 2021 Council meeting; however, public comment will be heard on this item. Mayor Bublak also announced that Action Item 9A will be heard before the Public Hearing Items.

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

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

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

A. Proclamation: National Police Week, May 9 – 15, 2021

Interim Chief of Police Steven Williams read a proclamation in recognition of National Police Week, May 9 – 15, 2021, and commented on the postponement of the National Police Memorials, recent police officers killed in the line of duty, and recognized Turlock Police Officers killed in the line of duty.

B. Proclamation: Public Works Week, May 16 – 22, 2021

Interim Development Service Director Nathan Bray read a proclamation in recognition of Public Works Week, May 16 – 22, 2021.

C. Briefing: COVID-19 Update, presented by Interim Fire Chief Gary Carlson

Interim Fire Chief Gary Carlson provided an update regarding COVID-19 including county tier status, case rate statistics, positivity rate, reopening of California on June 15th, vaccine administration statistics, vaccine locations, Johnson & Johnson vaccine, vaccine strategy regarding mobile clinics, release of the Pfizer vaccine for 12-15 year olds, guidance from CDC on masks.

Council and staff discussed this item, including hospital and ICU capacity.

*Acting City Clerk Allison Martin announced that members of the public will be given the opportunity to address Council on items that are within the subject matter jurisdiction of the City Council and on any item on tonight's agenda. For items listed on the agenda, we ask that you please defer your comments until that item is heard by the Council. For members of the public participating in-person and who are interested in addressing the Council, please raise your hand once the Mayor opens public comment and before she closes public comment. For members of the public participating remotely, please press the "raise hand" feature on your screen or press *9 from your telephone keypad once the Mayor opens public comment and before she closes public comment.*

Members of the public participating in-person will be called upon first and then we will move to those participating remotely. For those participating remotely, they will hear an automated prompt indicating their line has been unmuted – and that is when their comment period will begin.

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

4. PUBLIC PARTICIPATION:

The following members of the public spoke:

Miguel Donoso
Supervisor Vito Chiesa
Milt Trieweller

Ramon Rodriguez
Sil Manente
Member of the public
Member of the public
Robert Allen

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

Action: Motion by Councilmember Larson, seconded by Councilmember Monez, Waiving ready of all Ordinances on the agenda, except by title. Motion carried 5/0 by the following vote:

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

6. CONSENT CALENDAR:

Councilmember Franco requested Consent Calendar Items 6A and 6G be removed for separate consideration.

Councilmember Nosrati requested Consent Calendar Items 6I and 6K be removed for separate consideration.

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

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

- A. *Item removed for separate consideration*
- B. **Motion:** Accepting Minutes of the Regular Meeting of March 9, 2021; Minutes of the Special Meeting of March 16, 2021; Minutes of the Special Meeting of March 23, 2021
- C. **Motion:** Approving the Memorandum of Understanding between the City of Turlock and Turlock American Little League for the use of Pedretti Park for youth baseball programs within the community
- D. **Motion:** Approving the Memorandum of Understanding between the City of Turlock and Turlock National Little League for the use of Pedretti Park and Soderquist ball field for youth baseball and softball programs within the community
- E.
 - 1. **Motion:** Approving a professional services agreement with Dyett & Bhatia Urban and Regional Planners for the SB 2 Planning Grant Zoning Ordinance Amendments in an amount not to exceed \$184,410 in a form approved by the Interim City Attorney
 - 2. **Motion:** Authorizing the City Manager to enter into a Memorandum of Understanding between the City of Turlock and County of Stanislaus for Development of Accessory Dwelling Unit (ADU) Standard Plans
- F. **Motion:** Approving a professional services agreement with Dyett & Bhatia Urban and Regional Planners for the LEAP Planning Grant Housing Element, Safety Element,

- Environmental Justice Element Updates, and associated environmental work in an amount not to exceed \$305,000 in a form approved by the Interim City Attorney
- G. *Item removed for separate consideration*
- H. **Resolution No. 2021-069:** Appropriating \$270,000 from Fund 506 “Small Equipment Replacement” unassigned reserves to account number 506-00-000-213.51020 “Equipment Replacement” for the purchase of six (6) replacement marked patrol vehicles from Downtown Ford Sales, Sacramento, California, through the City of Sacramento Contract No. B19153311005
- I. *Item removed for separate consideration*
- J. **Resolution No. 2021-070:** Reaffirming the Director of Emergency Services Proclamation of Existence of a Local Emergency in response to COVID-19
- K. *Item removed for separate consideration*

- 6A. **Resolution:** Accepting Weekly Demands of 4/22/21 in the amount of \$952,122.04; Monthly Demands of 3/31/21 in the amount of \$2,542,239.61

Council and staff discussed this item.

Mayor Bublak opened public participation.

The following members of the public spoke:

Cheryl Reiland (regarding public participation heard earlier in the meeting)

Mayor Bublak closed public participation.

Action: **Resolution No. 2021-071:** Accepting Weekly Demands of 4/22/21 in the amount of \$952,122.04; Monthly Demands of 3/31/21 in the amount of \$2,542,239.61 as introduced by Councilmember Franco, seconded by Councilmember Monez, and carried 5/0 by the following vote:

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

- 6I. **Motion:** Approving an agreement (“Agreement”) with White Brenner LLP (“Firm”) to provide special counsel legal services to the City of Turlock (“City”) and authorizing the Acting City Manager to execute the Agreement on behalf of the City

Council and staff discussed this item.

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

Action: Motion by Councilmember Larson, seconded by Councilmember Franco, Approving an agreement (“Agreement”) with White Brenner LLP (“Firm”) to provide special counsel legal services to the City of Turlock (“City”) and authorizing the Acting City Manager to execute the Agreement on behalf of the City. Motion carried 4/1 by the following vote:

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

- 6K. **Resolution:** Reaffirming the Proclamation of a Local Emergency by Acting City Manager Gary R. Hampton (Director of Emergency Services) in Response to the Unsheltered Homeless and Encampment Crisis within the City of Turlock and Confirming Rules and Regulations No. 1 Made and Issued by Acting City Manager Gary R. Hampton (Director of Emergency Services)

Council and staff discussed this item.

Mayor Bublak opened public participation.

The following members of the public spoke:

Miguel Donoso
Robert Puffer

Mayor Bublak closed public participation.

Council further discussed this item.

Action: **Resolution No. 2021-072:** Reaffirming the Proclamation of a Local Emergency by Acting City Manager Gary R. Hampton (Director of Emergency Services) in Response to the Unsheltered Homeless and Encampment Crisis within the City of Turlock and Confirming Rules and Regulations No. 1 Made and Issued by Acting City Manager Gary R. Hampton (Director of Emergency Services) as introduced by Councilmember Monez, seconded by Councilmember Franco, and carried 4/1 by the following vote:

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

The following Agenda Items were heard out of order.

AGENDA ITEMS:

- 9A. Assistant to the City Manager for Economic Development/Housing Maryn Pitt presented the staff report on the request to reduce the amount of budgeted HEAP funds by \$92,000 to the We Care project for a remaining balance of approximately \$38,414.83 AND increase the amount of budgeted HEAP funds by \$92,000 to the Turlock Gospel Mission for the day center upgrade project AND approve a promissory note, loan agreement with forgivable terms, and deed of trust in a form approved by the Interim City Attorney, between the City of Turlock and Turlock Gospel Mission, a 501 (C)(3) non-profit organization, for the remodel and upgrade of the real property located at 432 S. Broadway, Turlock (APN #043-049-032-000) in the amount of \$330,000, subject to the terms and conditions as outlined in

Attachment A, and authorize the City Manager to sign all necessary documents to effectuate the transaction

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

Councilmember Franco presented on inaccuracies in the Staff Report, expenditure deadlines, eligible uses of HEAP funds, homeless youth set aside, and proposed funding plan using HEAP funds rather than General Funds.

Council and staff discussed this item.

Mayor Bublak opened public participation.

The following members of the public spoke:

Miguel Donoso
Cheryl Reiland

Mayor Bublak closed public participation.

Council and staff further discussed this item and requested that funding sources are identified on future agenda items.

Action: Motion by Councilmember Larson, seconded by Councilmember Nosrati, Reducing the amount of budgeted HEAP funds by \$92,000 to the We Care project for a remaining balance of approximately \$38,414.83. Motion carried 5/0 by the following vote:

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

Motion by Councilmember Larson, seconded by Councilmember Nosrati, Increasing the amount of budgeted HEAP funds by \$92,000 to the Turlock Gospel Mission for the day center upgrade project. Motion carried 5/0 by the following vote:

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

Resolution No. 2021-073: Approving a promissory note, loan agreement with forgivable terms, and deed of trust in a form approved by the Interim City Attorney, between the City of Turlock and Turlock Gospel Mission, a 501 (C)(3) non-profit organization, for the remodel and upgrade of the real property located at 432 S. Broadway, Turlock (APN #043-049-032-000) in the amount of \$330,000, subject to the terms and conditions as outlined in Attachment A, and authorizing the City Manager to sign all necessary documents to effectuate the transaction as introduced by Councilmember

Larson, seconded by Councilmember Nosrati, and carried 5/0 by the following vote:

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

- 6G. 1. **Resolution:** Authorizing the execution of an agreement for reimbursement between Turlock Gospel Mission and the City of Turlock to provide shelter services during the Local Emergency of an Unsheltered Homeless and Encampment Crisis
2. **Resolution:** Authorizing the execution of an agreement between Stanislaus Behavioral Health and Recovery Services and the City of Turlock for Homeless Engagement Multi-Disciplinary Team Activity
3. **Resolution:** Authorizing the execution of an Opt-In to a Memorandum of Understanding between the City of Modesto and Stanislaus County for limited cross-jurisdictional enforcement of state and local laws

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

Council discussed this item.

Action: **Resolution No. 2021-074:** Authorizing the execution of an agreement for reimbursement between Turlock Gospel Mission and the City of Turlock to provide shelter services during the Local Emergency of an Unsheltered Homeless and Encampment Crisis as introduced by Councilmember Franco, seconded by Councilmember Larson, and carried 4/1 by the following vote:

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

Resolution No. 2021-075: Authorizing the execution of an agreement between Stanislaus Behavioral Health and Recovery Services and the City of Turlock for Homeless Engagement Multi-Disciplinary Team Activity as introduced by Councilmember Franco, seconded by Councilmember Larson, and carried 4/1 by the following vote:

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

Resolution No. 2021-076: Authorizing the execution of an Opt-In to a Memorandum of Understanding between the City of Modesto and Stanislaus County for limited cross-jurisdictional enforcement of state and local laws as introduced by Councilmember Franco, seconded by Councilmember Larson, and carried 4/1 by the following vote:

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

- 8C. *Item continued to the June 22, 2021 City Council meeting:* Request to make no change in the cap on the number of beds that may be permitted under the nondiscretionary permit process within the SB 2 emergency shelter overlay district.

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

- 8B. Assistant to the City Manager for Economic Development/Housing Maryn Pitt presented the staff report on the request to approve the Fiscal Year 2021-2022 Annual Action Plan for the Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME), authorize submission of the Annual Action Plan to the United States Department of Housing and Urban Development (HUD), approve funding for the Public Service Grant Program, and authorize the City Manager or designee to execute all related and necessary documents

Council and staff discussed this item.

Mayor Bublak opened the public hearing.

The following members of the public spoke:

Miguel Donoso
Ron Bridegroom
Cheryl Reiland
Angela Freitas

Mayor Bublak closed the public hearing.

Council and staff further discussed this item.

Staff provided brief comment in response to public comment.

Council and staff further discussed this item, including approving the Annual Action Plan (AAP) with typographical errors fixed to adhere with HUD submittal timelines and also directed staff to return to Council on May 25, 2021, for consideration of amendments to the AAP.

Action: **Resolution No. 2021-077:** Approving the Fiscal Year 2021-2022 Annual Action Plan for the Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME), authorizing submission of the Annual Action Plan to the United States Department of Housing and Urban Development (HUD), approving funding for the Public Service Grant Program, and authorizing the City Manager or designee to execute all related and necessary documents as introduced by Councilmember Monez, seconded by Councilmember Franco, and carried 5/0 by the following vote:

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

- 8A. Deputy Development Services Director/Planning Manager Katie Quintero presented the staff report on the request to adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Rezone 2020-01, Planned Development 279 (PD 279) AND amend the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2020-01 Planned Development 279 (Fifth Street Community)] AND establish Conditions of Approval for Planned Development 279 (Fifth Street Community)

Mayor Bublak opened the public hearing.

The following members of the public spoke:

Scott Dorius – representative from Florsheim Homes
Milt Triewailer

Mayor Bublak closed the public hearing.

Council and staff discussed this item.

Action: **Resolution No. 2021-078:** Adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Rezone 2020-01, Planned Development 279 (PD 279) as introduced by Councilmember Monez, seconded by Councilmember Franco, and carried 5/0 by the following vote:

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

Motion by Councilmember Larson, seconded by Councilmember Franco, Introducing an Ordinance Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2020-01 Planned Development 279 (Fifth Street Community)] and setting the final reading date for May 25, 2021. Motion carried 5/0 by the following vote:

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

Mayor Bublak announced that the resolution establishing conditions will be considered at the May 25, 2021, City Council Meeting:

Resolution: Establishing Conditions of Approval for Planned Development 279 (Fifth Street Community)

7. FINAL READINGS: None

10. CITY MANAGER REPORTS/UPDATES:

A. Administrative Services

1. Unsheltered Homeless and Encampments Crisis Update

Interim Chief of Police Steven Williams provided an update regarding status of operational period, focus on Taylor Court and Golden State Boulevard, coordination with private property owners, census, outreach efforts, budget status, availability of shelter beds.

B. Development Services

1. Monthly Departmental Update

A written staff update was included in the agenda packet.

C. Acting City Manager Gary R. Hampton spoke regarding the selection process for the Measure A Citizens Oversight Committee including options to be presented at the May 25, 2021 Council meeting, subcommittee interviews.

Council and staff discussed this item, including applicant qualifications, random draw of members, non-political options to select the committee.

11. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

Councilmember Nosrati requested a discussion on the 4th of July parade and fireworks show.

12. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS:

Councilmember Larson recognized and commended the Turlock Fire Department firefighters and the vandalism that occurred, and commended the Turlock Police Department for their quick response to the dangerous sideshow activities.

Councilmember Nosrati echoed Councilmember Larson's sentiments and asked the community to consider the danger of their actions.

Councilmember Franco expressed gratitude to Public Safety employees.

Councilmember Monez commented on the Council support of the Turlock Fire Department as related to the budget amendment that failed and recognizes the issues impacting the Fire Department, and expressed gratitude to Acting City Manager Hampton for highlighting the living budget document and expressed the importance of reviewing each quarter, and thanked Councilmember Franco for mentioning Westside Ministries teen programs.

Mayor Bublak agreed with the 4th of July parade discussion and commented on the late start date of the Council meetings, commented on status of the City Manager, Measure A funds, social media posts.

13. CLOSED SESSION:

Acting City Clerk Allison Martin introduced the Closed Session Items.

- A. Threat to Public Services or Facilities, Cal. Gov't Code §54957(a)
"This chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions with the Governor, Attorney General, district attorney, agency counsel, sheriff, or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, a threat to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, or a threat to the public's right of access to public services or public facilities."
Consultation with: Interim Fire Chief Gary Carlson and Interim City Attorney George A. Petrulakis
- B. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."
Agency Designated Representative: Human Resources Manager Sarah Eddy
Employee Organization: Turlock Associated Police Officers
Employee Organization: Turlock City Employees Association
Employee Organization: Turlock Firefighters Association-Local 2434
Employee Organization: Turlock Management Association-Public Safety
Unrepresented Employees: Accountant, Sr., Administrative Analyst, Administrative Services Director, Assistant to the City Manager for Economic Development/Community Housing, Chief Building Official, City Clerk, Community Housing Program Supervisor, Deputy Director Development Services/Planning, Development Services Director, Development Services Supervisor/City Surveyor, Executive Administrative Assistant/Deputy City Clerk, Executive Administrative Assistant/Municipal Services, Executive Administrative Assistant/Public Safety, Fire Chief, Human Resources Analyst, Sr., Human Resources Manager, Human Resources Technician, Information Technology Manager, Legal Assistant, Municipal Services Deputy Director, Municipal Services Director, Office Assistant I, Parks, Recreation and Public Facilities Director, Parks, Recreation and Public Facilities Manager, Payroll Coordinator, Police Business Unit Supervisor, Police Chief, Principal Civil Engineer, Regulatory Affairs Manager, Transit Manager, Utilities Manager, and Water Quality Control Division Manager.
- C. Public Employee Appointment, Cal. Gov't Code §54957(b)(1)
Title: Acting City Manager
- D. Public Employee Discipline/Dismissal/Release, Cal. Gov't Code §54957(b)(1)

14. REPORTS FROM CLOSED SESSION:

Acting City Clerk Allison Martin reported for the Closed Session Item(s) that there was no reportable action.

15. ADJOURNMENT

Mayor Bublak adjourned the regular meeting at 10:19 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Allison Martin, Acting City Clerk
Jennifer Land, City Clerk

0. A. **CALL TO ORDER** – Mayor Bublak called the meeting to order at 5:00 p.m.

B. **SALUTE TO THE FLAG**

Mayor Bublak announced the City Council meeting is open to the public with limited seating capacity and that compliance with health and safety guidelines including COVID-19 screening, temperature checks, face coverings, and physical distancing measures is required for in-person attendance.

Mayor Bublak also announced the meeting is being conducted via the Zoom system and streamed on the City's website, YouTube, & Spectrum Channel 2.

Mayor Bublak announced that members of the public will be given the opportunity to address the Council during public participation. The Acting City Clerk will provide additional details and instructions once we near the public participation section of the meeting.

C. **ROLL CALL:**

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

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

ABSENT: None

D. **DECLARATION OF CONFLICTS:** None

1. **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.

Action: Motion by Councilmember Monez, seconded by Councilmember Franco, Approving the agenda as posted. Motion carried 5/0 by the following vote:

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

*Acting City Clerk Allison Martin announced that members of the public will be given the opportunity to address Council concerning any item that has been described in the notice for this meeting. For members of the public participating in-person and who are interested in addressing the Council, please raise your hand once the Mayor opens public comment and before she closes public comment. For members of the public participating remotely, please press the "raise hand" feature on your screen or press *9 from your telephone keypad once the Mayor opens public comment and before she closes public comment.*

Members of the public participating in-person will be called upon first and then we will move to those participating remotely. For those participating remotely, they will hear an automated prompt indicating their

line has been unmuted – and that is when their comment period will begin.

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

2. PUBLIC PARTICIPATION:

The following members of the public spoke:

Milt Triewweiler

3. FISCAL YEAR 2021-2022 NON-GENERAL FUND BUDGET WORKSHOP:

Mayor Bublak announced that public comment will be opened once the departments have an opportunity to present.

- A. The City Council will review, discuss, and provide direction to staff regarding the proposed Fiscal Year 2021-2022 Non-General Fund Budget.

Acting City Manager Gary R. Hampton provided an overview of the budget workshop including Non-General Fund budget revenues based on fees for service, Department budget augmentations and impacts to service, and adoption of the final Fiscal Year 2021-22 budget on June 8, 2021.

The following departments presented information regarding their budget augmentation requests and proposed budgets for Fiscal Year 2021-2022:

Captain Miguel Pacheco provided information regarding augmentation requests for bicycle patrol, Animal Services spay/neuter and licensing vouchers, and Blue Santa expansion.

Council and staff discussed this item.

Interim Fire Chief Gary Carlson provided information regarding budget changes for California Joint Partnership training funds.

Parks, Recreation and Public Facilities Director Allison Van Guilder provided information regarding augmentation requests for City Hall roof replacement, creation of a Superintendent position, tree trimming service, Prop 68 per capita grant revenue allocation for Senior Center upgrades, vehicle maintenance, street sign program, and PBID downtown infrastructure improvements.

Council and staff discussed this item, including gopher control pilot program, balance of PBID infrastructure account and limitations of fund expenses, Prop 68 per capita grant background and allowable expenses, and City Hall HVAC replacement.

Interim Deputy Municipal Services Director Carl Brown provided information regarding augmentation requests for the solid waste fund, the water quality control/sewer fund, Fund 416 (North Valley Regional Recycled Water Program) deficit and State Revolving Fund (SRF) funding.

Council and staff discussed this item, including SRF fund revenue, chemical facilities rehabilitation, and impact to current rate structure.

Interim Deputy Municipal Services Director Carl Brown provided information regarding augmentation requests for the water fund and the fleet maintenance fund.

Council and staff discussed this item, including implementation of a tiered water rate structure.

Interim Development Services Director Nathan Bray provided information regarding augmentation requests for the Building Division, Turlock Transit and other funds.

Assistant to the City Manager for Economic Development/Housing Maryn Pitt provided information regarding augmentation requests for the Housing fund.

Mayor Bublak opened public participation.

The following members of the public spoke:

Milt Triewelier

Council and staff provided brief comment in response to public comment.

Acting City Manager Gary R. Hampton requested Council direction for the augmentations as presented by staff.

Council and staff further discussed this item, received detail on Department requests that are not currently funded and voted to obtain a consensus on priorities per Department.

Council provided direction to staff to bring the Parks, Recreation and Public Facilities Maintenance superintendent salary offset in the General Fund back to Council for budget adoption.

4. ADJOURNMENT:

Mayor Bublak adjourned the special meeting at 6:17 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Allison Martin, Acting City Clerk

0. A. **CALL TO ORDER** – Vice Mayor Franco called the meeting to order at 2:02 p.m.

B. **SALUTE TO THE FLAG**

C. **ROLL CALL:**

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

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

ABSENT: Mayor Amy Bublak.

Vice Mayor Franco announced that Mayor Bublak is not participating in the open session portion of the meeting; however, she would be participating remotely for closed session matters.

D. **DECLARATION OF CONFLICTS:** None

*Acting City Clerk Allison Martin announced that members of the public will be given the opportunity to address Council concerning any item that has been described in the notice for this meeting. For members of the public participating in-person and who are interested in addressing the Council, please raise your hand once the Mayor opens public comment and before she closes public comment. For members of the public participating remotely, please press the “raise hand” feature on your screen or press *9 from your telephone keypad once the Mayor opens public comment and before she closes public comment.*

Members of the public participating in-person will be called upon first and then we will move to those participating remotely. For those participating remotely, they will hear an automated prompt indicating their line has been unmuted – and that is when their comment period will begin.

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

1. **PUBLIC PARTICIPATION:** None

2. **CLOSED SESSION:**

Acting City Clerk Allison Martin introduced the Closed Session Items.

A. Public Employee Discipline/Dismissal/Release, Cal. Gov’t Code §54957(b)(1)

B. Public Employee Appointment, Cal. Gov’t Code §54957(b)(1)
Title: Acting City Manager

3. **REPORTS FROM CLOSED SESSION:**

Vice Mayor Pam Franco reported for Closed Session Item 2A that Council provided direction to staff, but no reportable action was taken.

Vice Mayor Pam Franco reported for Closed Session Item 2B Council took action to appoint Human Resource Manager Sarah Eddy as Acting City Manager upon the departure of Acting City Manager Gary Hampton on May 28, 2021.

The results of the roll call vote were as follows:

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

4. ADJOURNMENT:

Vice Mayor Franco adjourned the special meeting at 3:12 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Allison Martin
Deputy City Clerk

0. A. **CALL TO ORDER** – Mayor Bublak called the meeting to order at 5:00 p.m.

B. **SALUTE TO THE FLAG**

Mayor Bublak announced the City Council meeting is open to the public with limited seating capacity and that compliance with health and safety guidelines including COVID-19 screening, temperature checks, face coverings, and physical distancing measures is required for in-person attendance.

Mayor Bublak also announced the meeting is being conducted via the Zoom system and streamed on the City's website, YouTube, & Spectrum Channel 2.

Lastly, Mayor Bublak announced that members of the public will be given the opportunity to address the Council during public participation. The Interim City Clerk will provide additional details and instructions once we near the public participation section of the meeting.

C. **ROLL CALL:**

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

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

ABSENT: None

D. **DECLARATION OF CONFLICTS:** None

*Interim City Clerk Allison Martin announced that members of the public will be given the opportunity to address Council concerning any item that has been described in the notice for this meeting. For members of the public participating in-person and who are interested in addressing the Council, please raise your hand once the Mayor opens public comment and before she closes public comment. For members of the public participating remotely, please press the "raise hand" feature on your screen or press *9 from your telephone keypad.*

Members of the public participating in-person will be called upon first and then we will move to those participating remotely. For those participating remotely, they will hear an automated prompt indicating their line has been unmuted – and that is when their comment period will begin.

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

1. **PUBLIC PARTICIPATION:** None

2. **CLOSED SESSION:**

Interim City Clerk Allison Martin introduced the Closed Session Items.

A. Threat to Public Services or Facilities, Cal. Gov't Code §54957(a)
"This chapter shall not be construed to prevent the legislative body of a local agency from

holding closed sessions with the Governor, Attorney General, district attorney, agency counsel, sheriff, or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, a threat to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, or a threat to the public's right of access to public services or public facilities."

Consultation with: Interim Fire Chief Gary Carlson and Interim City Attorney George A. Petrulakis

- B. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."

Agency Designated Representative: Interim City Manager Sarah Eddy

Employee Organization: Turlock Associated Police Officers

Employee Organization: Turlock City Employees Association

Employee Organization: Turlock Firefighters Association-Local 2434

Employee Organization: Turlock Management Association-Public Safety

Unrepresented Employees: Accountant, Sr., Administrative Analyst, Administrative Services Director, Assistant to the City Manager for Economic Development/Community Housing, Chief Building Official, City Clerk, Community Housing Program Supervisor, Deputy Director Development Services/Planning, Development Services Director, Development Services Supervisor/City Surveyor, Executive Administrative Assistant/Deputy City Clerk, Executive Administrative Assistant/Municipal Services, Executive Administrative Assistant/Public Safety, Finance Director, Fire Chief, Human Resources Analyst, Sr., Human Resources Manager, Human Resources Technician, Information Technology Manager, Legal Assistant, Municipal Services Deputy Director, Municipal Services Director, Office Assistant I, Parks, Recreation and Public Facilities Director, Parks, Recreation and Public Facilities Manager, Payroll Coordinator, Police Business Unit Supervisor, Police Chief, Principal Civil Engineer, Regulatory Affairs Manager, Roads Program Manager, Transit Manager, Utilities Manager, and Water Quality Control Division Manager.

3. REPORTS FROM CLOSED SESSION:

Interim City Clerk Allison Martin reported for the Closed Session Items there was no reportable action.

4. ADJOURNMENT:

Mayor Bublak adjourned the special meeting at 6:58 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Allison Martin, Interim City Clerk

City Council Staff Report

August 10, 2021



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

Prepared by: Randall Jones, Associate Engineer

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

- Motion: Approval of Contract Change Order No. 2 (Final) with Sinclair General Engineering Construction in the amount of \$4,944.00 (Non-General Fund – Fund 215) for City Project No. 17-59 “Pedestrian Intersection Improvements, Various Locations” bringing the contract total to \$265,622.00
- Motion: Accepting improvements for City Project No. 17-59 “Pedestrian Intersection Improvements, Various Locations” and authorizing the City Engineer to file a Notice of Completion
- Resolution: Appropriating \$6,000 to account number 215-40-420.51210 “Federal Street Projects” to be funded via a transfer from Fund 217 “Streets Maintenance (Gas Tax)” unallocated reserves to provide necessary funding for City Project No. 17-59 “Pedestrian Intersection Improvements, Various Locations”

2. SYNOPSIS:

This action approves Contract Change Order No. 2 (Final), appropriates funds, and authorizes the City Engineer to file a Notice of Completion for City Project No. 17-59 “Pedestrian Intersection Improvements, Various Locations.”

3. DISCUSSION OF ISSUE:

On June 23, 2020, the City Council approved an agreement with Sinclair General Engineering Construction of Oakdale, California, for the construction of City Project No. 17-59 “Pedestrian Intersection Improvements, Various Locations.” The project resulted in the installation of new access ramps, high-visibility crosswalks, and pedestrian-activated rapid-flashing beacon systems at four intersections: North Avenue and Loyola Way; N. Johnson Road and Carrigan Street; South Avenue and

Martinez Street; and Berkeley Avenue and Heather Noel Way. Construction has been completed in accordance with the approved project plans and specifications.

Change Order History:

	Amount	City Council Meeting
Original Contract	\$233,901.00	June 23, 2020
Change Order No. 1	\$ 26,777.00	February 9, 2021
Change Order No. 2 (Final)	\$ 4,944.00	August 10, 2021
Total Contract	\$265,622.00	

Change Order No. 2 (Final) includes the following items of work:

- Final Quantities Adjustment - \$4,944.00

The original contract price is based on quantities estimated from the project drawings. Actual quantities measured in the field at the end of the project are reconciled with the estimated bid quantities in the final change order as a final quantities adjustment. A breakdown of estimated quantities, actual quantities, and extended unit costs totaling \$4,944 is provided as an attachment to Change Order No. 2 (Final).

Construction has been completed per the approved project plans and specifications. Staff requests City Council approval of Change Order No. 2 and to authorize the City Engineer to file a Notice of Completion. The Notice of Completion will establish August 10, 2021, as the official date of project completion and effectively limit the contractor's statutory time to file a claim on the project.

4. BASIS FOR RECOMMENDATION:

- A. Resolution 2009-246 authorizes the City Engineer to approve change orders up to 2% of the original contract price; the City Manager is authorized to approve change orders up to 5% of the original contract price; and all other change orders are decided upon by the City Council.
- B. Contract Change Order No. 2 (Final) is necessary to reconcile estimated quantities with the actual quantities placed during construction of the project.
- C. 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.

Account number 215-40-420.51210 "Federal Street Projects" is the designated account to provide capital outlay for all project expenses. The actual project costs are displayed below:

	Actual Costs
Preliminary Engineering	\$ 81,977
Contractor Cost	\$265,622
Construction Engineering, Surveying, and Materials Testing	\$ 58,006
TOTAL	\$405,605

This project is funded in part from a \$249,800 Highway Safety Improvement Program (HSIP) program grant which is a federal-aid program for the purpose of installing safety improvements for pedestrians. The remaining project costs are paid for with Section 2103 Gas Tax Dollars.

Total Project Cost	\$405,605	A
HSIP grant	\$249,800	B
Section 2103 Gas Tax (FY 2020-21 budget)	\$150,000	C
Section 2103 Gas Tax (FY 2021-22 appropriation required)	\$ 5,805	D = A - B - C

Staff requests an appropriation of \$6,000 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer from Fund 217 "Streets Maintenance (Gas Tax)" unallocated reserves to provide necessary funding for City Project No. 17-59 "Pedestrian Intersection Improvements, Various Locations."

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

On June 23, 2020, the City Council determined this project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines. This action does not modify that determination; therefore, no additional determination is needed.

8. ALTERNATIVES:

- A. Council could choose not to approve Contract Change Order No. 2 (Final). Staff does not recommend this alternative, as part of the scope of the change order includes improvements that were necessary to complete the project and to reconcile estimated quantities with actual quantities placed during construction.
- B. Council could choose to deny authorizing the City Engineer to file the Notice of Completion. Staff does not recommend this alternative as all work has been completed in accordance with the contract documents.

Project Location Map





CONTRACT CHANGE ORDER

Date issued: 10-Aug-21 Change Order No.: 2 (FINAL)
Project Name: Pedestrian Improvements at Various Locations

Sinclair General Engineering Construction
P.O. Box 1453
Oakdale, California 95361

Project No.: 17-59
Contract For: \$233,901.00
Contract Award Date: June 23, 2020

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)	---	---	---	\$238,845.00
Contractor's Bid Amount for Bid Items	---	---	---	\$233,901.00
Subtotal of Difference				\$4,944.00
Total this CCO=				\$4,944.00
<i>The original contract sum =</i>				\$233,901.00
<i>Net change by previous change orders =</i>				\$26,777.00
<i>The contract amount will be increased by the amount of =</i>				\$4,944.00
<i>The new contract sum including this change order will be =</i>				\$265,622.00
Six days is added to the contract time to account for the additional items of work.				

Accepted: _____
Sinclair General Engineering Construction, Contractor

Date: _____

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

Date: _____

Approved: _____
Sarah Tamey Eddy, Interim City Manager

Date: _____

CITY OF TURLOCK

FINAL QUANTITIES

Pedestrian Improvements at Various Locations HSIPL-5165 (091)

Project No.

17-59

<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 and Demobilization (4 sites)	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	\$0.00
2	Construction Project Sign (4 sites)	EA	\$800.00	4.00	\$3,200.00	4.00	\$3,200.00	\$0.00
3	Construction Area Signs (4 sites)	LS	\$4,800.00	1.00	\$4,800.00	1.00	\$4,800.00	\$0.00
4	Erosion Control (4 sites)	LS	\$4,000.00	1.00	\$4,000.00	1.00	\$4,000.00	\$0.00
5	Temporary Traffic Control (4 sites)	LS	\$3,800.00	1.00	\$3,800.00	1.00	\$3,800.00	\$0.00
6	Remove Existing Improvements	LS	\$21,600.00	1.00	\$21,600.00	1.00	\$21,600.00	\$0.00
7	Minor Concrete (Curb and Gutter - C-1)	LF	\$40.00	354.00	\$14,160.00	354.00	\$14,160.00	\$0.00
8	Minor Concrete (Sidewalk and Flatwork - C-3)	SF	\$7.00	2719.00	\$19,033.00	2,719.00	\$19,033.00	\$0.00
9	Curb Ramps (Labor Only)	EA	\$2,500.00	10.00	\$25,000.00	10.00	\$25,000.00	\$0.00
10	HMA (Pavement Repair)	LS	\$12,500.00	1.00	\$12,500.00	1.00	\$12,500.00	\$0.00
11	Through Curb Drain Channel and Grate	LS	\$16,500.00	1.00	\$16,500.00	1.00	\$16,500.00	\$0.00
13	Fire Hydrant Assembly	LS	\$17,500.00	1.00	\$17,500.00	1.00	\$17,500.00	\$0.00
14	Adjust Water Valve to Grade	EA	\$500.00	1.00	\$500.00	1.00	\$500.00	\$0.00
15	Adjust Water Box to Grade	EA	\$500.00	1.00	\$500.00	1.00	\$500.00	\$0.00
16	Thermoplastic Pavement Striping (Crosswalk Yellow)	SF	\$6.00	2416.00	\$14,496.00	1,653.00	\$9,918.00	\$4,578.00
17	Thermoplastic Pavement Striping (Stop Bar 12" White)	LF	\$6.00	37.00	\$222.00	36.00	\$216.00	\$6.00
18	Thermoplastic Pavement Markings	SF	\$6.00	89.00	\$534.00	29.00	\$174.00	\$360.00
19	RRFB Pedestrian Activated System	LS	\$75,000.00	1.00	\$75,000.00	1.00	\$75,000.00	\$0.00
20	Remove and Replace Street Sign and Post	EA	\$500.00	1.00	\$500.00	1.00	\$500.00	\$0.00
	SUB-TOTAL CONTRACT ITEMS =				\$238,845.00		\$233,901.00	\$4,944.00
C.O. #	CHANGE ORDERS							
1	Additional Striping and Signage	LS	\$5,986.00		\$5,986.00			\$5,986.00
2	Upgrading Trench Grates to Traffic Rated	LS	\$6,795.00		\$6,795.00			\$6,795.00
3	Additional Hydrant Work	LS	\$1,403.00		\$1,403.00			\$1,403.00
4	Additional Ramp Work Field Adjustments	LS	\$12,593.00		\$12,593.00			\$12,593.00
	SUB-TOTAL CHANGE ORDER ITEMS =				\$26,777.00		\$0.00	\$26,777.00
	TOTAL PROJECT =				\$265,622.00		\$233,901.00	\$31,721.00

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

**NOTICE OF COMPLETION
CITY PROJECT NO. 17-59
PEDESTRIAN IMPROVEMENTS AT VARIOUS LOCATIONS**

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 10, 2021. The contractor of work is Sinclair General Engineering Construction, P.O. Box 1453, Oakdale, California, 95361 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- Nathan Bray, P.E., Interim Development Services Director/
City Engineer, Owner's Agent), City of Turlock

VERIFICATION

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

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

CITY OF TURLOCK

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

Executed on August 11, 2021 at Turlock, California, Stanislaus County

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROPRIATING
\$6,000 TO ACCOUNT NUMBER
215-40-420.51210 "FEDERAL STREET
PROJECTS" TO BE FUNDED VIA A TRANSFER
FROM FUND 217 "STREETS MAINTENANCE
(GAS TAX)" UNALLOCATED RESERVES TO
PROVIDE NECESSARY FUNDING FOR CITY
PROJECT NO. 17-59 "PEDESTRIAN
INTERSECTION IMPROVEMENTS, VARIOUS
LOCATIONS"**

RESOLUTION NO. 2021-

WHEREAS, by separate action, Council is requested to accept a Notice of Completion for construction with Sinclair General Engineering Construction, of Oakdale, California for City Project No. 17-59 "Intersection Pedestrian Improvements, Various Locations;" and

WHEREAS, the cost of City Project No. 17-59 "Intersection Pedestrian Improvements, Various Locations" totals \$405,605; and

WHEREAS, Highway Safety Improvement Program (HSIP) federal-aid funding in is available for the project in the amount of \$249,800; and

WHEREAS, the Fiscal Year 2020-2021 budget allocated \$150,000 to the project from Fund 217 "Streets Maintenance (Gas Tax); and

WHEREAS, additional funds are needed in the amount of \$6,000 to fully fund the project; and

WHEREAS, additional funds are available in Fund 217 "Streets Maintenance (Gas Tax);" and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the appropriation of \$6,000 to account number 215-40-420.51210 "Federal Streets Projects" to be funded from Fund 217 "Streets Maintenance (Gas Tax)" unallocated reserves to provide necessary funding for City Project No. 17-59 "Intersection Pedestrian Improvements, Various Locations."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of August, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Staff Report

August 10, 2021



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

Prepared by: Wayne York, Transit Manager

Agendized by: Sarah Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City Manager, or his or her designee, to approve a short-term extension to the reduced transit fare structure previously approved by the City Council under Resolution No. 2020-123, with a new expiration date of September 30, 2021, providing additional time to consider permanent fare options given pending State legislation and to allow for fare changes to align with other system changes

2. SYNOPSIS:

Authorizing the City Manager to approve a short-term extension to the reduced transit fares implemented by the City Council on October 1, 2020, with a new expiration date of September 30, 2021, to provide additional time to consider permanent fare options given pending State legislation and to allow for fare changes to align with other system changes.

3. DISCUSSION OF ISSUE:

Background

On February 25, 2020, the City Council adopted a revised Short-Range Transit Plan (SRTP), as well as a revised transit fare structure (Resolution No. 2020-017) that took effect on July 1, 2020. These fare increases across both modes of service were deemed necessary for the City to meet the State-mandated Fare Recovery Ratio (FRR) requirements in the Transportation Development Act (TDA).

On April 1, 2020, following the onset of the COVID-19 pandemic, the City suspended fare collection on all buses to allow for rear-door boarding and minimize close proximity contact between drivers and passengers. This fare suspension remained in effect until mid-October 2020, effectively delaying the onset of the previously adopted fare increase. Pandemic response efforts also effectively delayed any planned service changes in July 2020.

On September 8, 2020, in recognition of the (1) resumption of fare collection the following month, (2) temporary statutory relief from fare recovery requirements implemented by the Governor and State legislature for Fiscal Years 2019-20 and 2020-21, and (3) continued, negative financial impacts to residents from the on-going pandemic, the City Council implemented a reduced fare structure for both modes of transit service. The most significant impacts were to keep Single-Trip passes priced at pre-July 2020 levels and reduce the price of all “period passes” (Day Pass and 31-Day Pass) by 50%. This temporary reduction was authorized through June 30, 2021.

FARE TYPE	FULL VALUE FARES	REDUCED FARES
Single-Trip, Regular	\$2.00	\$1.50
Single-Trip, Discount	\$1.00	\$0.75
Single-Trip, Student	\$1.60	\$1.20
All-Day Pass, Regular	\$4.00	\$2.00
All-Day Pass, Discount	\$2.00	\$1.00
All-Day Pass, Student	\$3.20	\$1.60
31-Day Pass, Regular	\$60.00	\$30.00
31-Day Pass, Discount	\$30.00	\$15.00
31-Day Pass, Student	\$48.00	\$24.00
Dial-a-Ride (Inside Turlock)	\$3.00	\$1.50
Dial-a-Ride (Outside Turlock)	\$4.00	\$2.00

Service Changes & Coordinated Efforts

In Spring 2021, with pandemic-related response efforts relaxing, City transit staff began planning to implement some of the previous SRTP recommendations. These recommendations include fare changes, a Route 4 realignment, and minor schedule adjustments. Based on local experiences and industry best practices, changes to any part of the service (i.e. fares, schedules, programs) are made as part of a single effort, typically once per year. This reduces confusion on the part of passengers, allows for the City to promote and educate the public on changes as part of a unified outreach campaign, and is more cost effective when printing brochures and maps.

Pending State Legislation

California Assembly Bill (AB) 149, a budget trailer bill on transportation, provides a variety of statutory relief measures for transit. These changes include:

- A two (2) year (FY 2021-22 and 2022-23) waiver on penalties for failing to meet FRR requirements;
- A five (5) year waiver on penalties for failing to meet FRR requirements as long as the agency continues to spend at least the same amount of “local revenue” on transit as they did in FY 2018-19;
- A permanent, ongoing exemption for all ADA paratransit service costs;
- A permanent, ongoing exemption for micro transit solutions that expand access to fixed route corridors;
- A permanent, redefinition of “local revenue” to include federal transit grants

If approved, it would be the most significant change made to the Transportation Development Act (TDA) in 40+ years, and it would have a significant, positive impact on the delivery of transit services throughout the State, including Turlock. The City would then be in a position to reconsider planned, permanent changes in transit service delivery, outside of previous constraints, to ensure it best aligns with the City’s goals and objectives.

As of the date of this staff report the legislation has been approved by both the State Senate and Assembly and has been delivered to the Governor for his consideration.

In light of these developments, and in an effort to both minimize confusion for passengers and provide the City Council with time to consider the matter further, City staff exercised the delegated authority under Resolution No. 2020-017 to temporarily extend the previous fare reduction through August 30, 2021. Since fixed route fares are free during July as part of a regional, grant funded promotion, this had the practical effect of extending fares by one (1) month while City staff now seeks City Council authority to extend it one (1) additional month.

Recommendation

City staff is recommending the adoption of the proposed resolution for the continuation of reduced fares through September 30, 2021. This provides additional time for the City to consider the impacts of AB-149, if approved. If approved, City staff would bring back an item at a future Council meeting for affirmative Council approval of a revised fare structure. If AB-149 fails to be approved, or is modified significantly, then the previously adopted fare increase would take effect on October 1, 2021. In either case, City staff would have sufficient time to create, print, and distribute printed materials, as well as conduct the appropriate public outreach.

4. BASIS FOR RECOMMENDATION:

- A. Extending the reduced transit fares provides continuity for passengers while the City considers the potential changes from AB-149.
- B. The proposed action is a more cost-effective solution that minimizes the costs for re-printing thousands of Rider Guides and dozens of maps.
- C. An approach that minimizes changes reduces the need for farebox programming changes and is easier to administer from both an operations standpoint and an administration standpoint.

5. FISCAL IMPACT / BUDGET AMENDMENT:

There is no budget amendment required. There is no impact to the General Fund. There is adequate transit funding to offset the reduced fares charged to passengers.

If the proposed resolution is approved and the fare reduction is extended, City staff expects that both ridership (10,000+ rides) and fare revenue (\$4,100+) per month would continue with slow, incremental growth. If the fare reduction was not extended, then the financial impacts would be difficult to quantify, as it's not as simple as just adding the difference between the full and reduced fares, as there would likely be a drop in ridership as well. As a new rate, there's no historical data to pull from for estimated revenue levels, but City staff estimates monthly revenue would likely be less than \$5,000.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

The proposed reduction of fares is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15273 (Rates, Tolls, Fares and Charges) of the CEQA Guidelines.

8. ALTERNATIVES:

- A. Reject the proposed resolution and allow the previously approved fare increase to take effect on September 1, 2021. City staff does not recommend this approach as it does not allow for sufficient time to consider the impacts of pending legislation (AB-149) and it provides little time for printing and publication of printed materials, as well as public outreach regarding the changes.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF AUTHORIZING THE
CITY MANAGER, OR HIS OR HER DESIGNEE,
TO APPROVE A SHORT-TERM EXTENSION TO
THE REDUCED TRANSIT FARE STRUCTURE
PREVIOUSLY APPROVED BY THE CITY
COUNCIL UNDER RESOLUTION NO. 2020-123,
WITH A NEW EXPIRATION DATE OF
SEPTEMBER 30, 2021, PROVIDING
ADDITIONAL TIME TO CONSIDER
PERMANENT FARE OPTIONS GIVEN
PENDING STATE LEGISLATION AND TO
ALLOW FOR FARE CHANGES TO ALIGN
WITH OTHER SYSTEM CHANGES**

RESOLUTION NO. 2021-

WHEREAS, on February 25, 2020, upon review and acceptance of the City's revised Short-Range Transit Plan (S RTP), the City Council approved Resolution 2020-017 which established a revised transit fare structure effective July 1, 2020 in an effort to meet the Fare Recovery Ratio requirements of the Transportation Development Act (TDA) for both fixed route and Dial-a-Ride service; and

WHEREAS, on April 1, 2020, following the onset of the COVID-19 pandemic, the City suspended fare collection on all buses to allow for rear-door boarding and minimize close proximity contact between drivers and passengers, which had the practical effect of delaying the fare increase and other system changes until October 2020; and

WHEREAS, implementation of previously identified changes and enhancements tentatively scheduled for implementation in 2021 may be impacted by significant changes in pending legislation (AB-149); and

WHEREAS, in an effort to minimize changes and confusion for passengers, to provide sufficient time for City staff to evaluate the impacts of AB-149, and for sufficient time to print materials and conduct public outreach, the City shall extend the reduced fare structure through September 30, 2021; and

WHEREAS, the City has sufficient federal and state transit funding to provide this financial relief to passengers for the specified period.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager, or his or her designee, to approve a short-term extension to the reduced transit fare structure previously approved by the City Council under Resolution No. 2020-123, with a new expiration date of September 30, 2021, providing additional time to consider permanent fare options given pending State legislation and to allow for fare changes to align with other system changes; and

BE IT FURTHER RESOVED that the City Council of the City of Turlock does hereby concur with the City Manager's designation of the Development Services Director and Transit Manager as designees of said delegated authority, in addition to other individuals the City Manager so designates, unless otherwise revoked at his or her sole discretion.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of August, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Staff Report

August 10, 2021



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

Prepared by: Wayne York, Transit Manager

Agendized by: Sarah Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2021-042 and approving the sole source purchase of air purification and surface treatment technology for City transit vehicles from United Safety and Survivability Corporation (USSC) of Exton, Pennsylvania, to address the COVID-19 public health emergency in an amount not to exceed \$60,094 (Fund 426), without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(6) and in support of City Project No. 21004 "Transit Air Purification Upgrades"

2. SYNOPSIS:

This action approves the purchase and installation of air purification technology from United Safety and Survivability Corporation (USSC) on-board City transit buses in response to the COVID-19 public health emergency and replaces a previously adopted resolution by also including actual shipping charges.

3. DISCUSSION OF ISSUE:

On March 23, 2021, the City Council adopted Resolution No. 2021-042 with United Safety and Survivability Corporation (USSC) for the sole source procurement and delivery of active air purification technology and AEGIS surface treatment technology for on-board fixed route and paratransit buses. The quote provided by USSC specified the City would be responsible for actual shipping charges, even though they were unknown at that time, and thus not included in the original authorization from the City Council.

Since that time the specified products have been delivered and the City has been invoiced for the full cost of the purchase, including the actual shipping charges. Therefore, the proposed resolution seeks to rescind the previous resolution and update the total expenditure amount to include the actual shipping charges.

4. BASIS FOR RECOMMENDATION:

- A. The specified technology has been delivered and installed in most revenue service vehicles.
- B. The approved quote indicates that the City would assume responsibility for the actual shipping charges.
- C. The City Council approved the purchase and delivery of the specified equipment through approval of the quote, but since the resolution did not include the shipping amount, specific City Council approval is required to allow the applicable purchase order to be amended and for payment of the outstanding invoice.

5. FISCAL IMPACT / BUDGET AMENDMENT:

A budget amendment is not required. Sufficient transit funding (Fund 426) has been budgeted for the proposed expense. There is no impact to the General Fund.

The cost for the purchase, delivery, and train-the-trainer (mechanic) installation of Active Air Technology hardware, as well as the purchase and delivery of AEGIS antimicrobial surface treatment technology, for all 19 transit fleet vehicles is \$58,667.25, which has already been paid. The actual shipping charges for all of the equipment totaled \$1,425.94 and remains outstanding.

The total costs will be split equitably between the fixed route and ADA paratransit modes at the same levels used for the equipment purchase. Costs associated with ADA paratransit (Dial-a-Ride) vehicles will be charged to account number 426-40-415-240-002.51240 "LTF Capital." Costs associated with fixed route vehicles will be charged to account number 426-40-415-241-002.51240 "LTF Capital."

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Reject approval of a resolution reflecting the actual shipping charges for the previously approved purchase. City staff does not recommend this as the equipment was previously approved, including the reference for payment of actual shipping charges, and the specified equipment has been received.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF RESCINDING
RESOLUTION NO. 2021-042 AND APPROVING
THE SOLE SOURCE PURCHASE OF AIR
PURIFICATION AND SURFACE TREATMENT
TECHNOLOGY FOR CITY TRANSIT VEHICLES
FROM UNITED SAFETY AND SURVIVABILITY
CORPORATION (USSC) OF EXTON,
PENNSYLVANIA, TO ADDRESS THE COVID-19
PUBLIC HEALTH EMERGENCY IN AN AMOUNT
NOT TO EXCEED \$60,094 (FUND 426),
WITHOUT COMPLIANCE TO FORMAL BID
PROCEDURES IN ACCORDANCE WITH
TURLOCK MUNICIPAL CODE SECTION
2-7-08(B)(6) AND IN SUPPORT OF CITY
PROJECT NO. 21004 "TRANSIT AIR
PURIFICATION UPGRADES"**

RESOLUTION NO. 2021-

WHEREAS, in March 2020 the President of the United States, Governor of the State of California, Stanislaus County Board of Supervisors, Stanislaus County Public Health Officer, Turlock City Council, and emergency management officials at all levels of government declared the existence of a public health emergency related to the emergence of the SARS-CoV-2 virus (Virus), which results in the COVID-19 illness in infected individuals; and

WHEREAS, according to the Centers for Disease Control (CDC) the virus is primarily transmitted from person-to-person through close contact (airborne transmission) as well as through respiratory droplets when an infected person coughs, sneezes, or talks near others and those droplets land near the mouth or noses of nearby individuals, and that such transmission can occur even when an infected person is not displaying typical symptoms of COVID-19 (<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention-H.pdf>), and

WHEREAS, the CDC also advises that the virus can be spread through surface contamination and recommends that organizations sanitize high touchpoints in communal areas and that individuals exercise good personal hygiene and public health practices, such as frequent hand washing, sneezing into a tissue, and staying home if sick; and

WHEREAS, the City of Turlock desires to implement protective measures, including innovative technology, as resources allow to help reduce the spread of the virus areas where members of the public gather inside confined spaces, such as when using public transit buses for local and regional transportation; and

WHEREAS, while there are a variety of air and surface treatment products available on the market, the City finds that the Active Air Purification System from United Safety and Survivability Corporation (USSC), based on photohydroionization (PHI) technology from RGF Environmental Group, is the only product that (1) actively combats

the spread of the virus (vs. passive methods), (2) is based on technology that has been proven in independent labs to be effective against the virus, (3) is safe for public contact as it uses naturally occurring hydro-peroxides, (4) is easy to install within existing facilities and systems without expensive reconstruction, and (5) requires minimal maintenance through the changing of a bulb once per year; and

WHEREAS, the Active Air Purification technology utilizes a broad-spectrum, high intensity Ultra Violet (UV) light targeted on a hydrated quad-metallic catalyst surface, contained within a hardware unit within an air conditioning system, and generates advanced oxidation plasma that includes hydro-peroxides, super oxide ions, and hydroxide ions, which revert back to oxygen and hydrogen once they've come into contact with a pollutant (<https://www.rgf.com/phi>); and

WHEREAS, USSC also provides access to AEGIS, an antimicrobial surface treatment that uses nanotechnology and renders physical surfaces inhospitable for germs, bacteria and odors, while remaining resilient to continued cleaning by most cleaning products for up to one (1) year without reapplication; and

WHEREAS, the proposed purchase represents an approach that staff has recommended and that the City Council determines by at least four (4) affirmative votes is in the best interests of the City of Turlock in accordance with Turlock Municipal Code Section 2-7-08(b)(6) thus requiring that the purchase be made without compliance with the formal bid procedure; and

WHEREAS, the City desires to deploy the specified technology in transit buses, funded entirely by transit funds (Fund 426), to reduce the spread of COVID-19 amongst public transit users.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2021-042 and approve the sole source purchase of air purification and surface treatment technology for City transit vehicles from United Safety and Survivability Corporation (USSC) of Exton, Pennsylvania, to address the COVID-19 public health emergency in an amount not to exceed \$60,094 (Fund 426), without compliance to formal bid procedures in accordance with Turlock Municipal Code Section 2-7-08(b)(6) and in support of City Project No. 21004 "Transit Air Purification Upgrades".

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby find that United Safety and Survivability Corporation (USSC) of Exton, Pennsylvania, is a sole source provider of active air purification technology using photohydroionization, though this designation shall not preclude the City from using a different firm to secure air purification equipment, materials, and services if deemed to be in the best interests of the City.

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to execute all documents, agreements, amendments, and assurances associated with the procurement of such equipment, materials, and

services, to include taxes, shipping, and related fees, contingent on the availability of budgeted funds.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of August, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Staff Report

August 10, 2021



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

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

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Access Agreement for Installation and Monitoring of Groundwater Monitoring Wells with West Turlock Groundwater Sustainability Agency

Motion: Granting a Groundwater Monitoring Well Easement to West Turlock Groundwater Sustainability Agency for Installation and Monitoring of Groundwater Monitoring Wells

2. SYNOPSIS:

Approving an access agreement and granting a groundwater monitoring well easement with West Turlock Groundwater Sustainability Agency

3. DISCUSSION OF ISSUE:

In September of 2014, Governor Edmund G. Brown signed into law the Sustainable Groundwater Management Act of 2014 (SGMA), which changed the landscape of groundwater management in California. Groundwater Sustainability Agencies (GSA) are the heart of SGMA implementation. They are the local public agencies tasked with developing and implementing Groundwater Sustainability Plans under SGMA. In order to effectively implement those plans, SGMA provides new tools and authorities including requiring registration of groundwater wells, measuring and limiting groundwater extractions, imposing fees for groundwater management, and enforcing the terms of a groundwater sustainability plan.

As part of their efforts to develop a Groundwater Sustainability Plan (GSP), representatives from the East and West Turlock GSA contacted City staff to request permission to install groundwater monitoring wells at the City's Harding Drain Bypass Pump Station located at the southeast corner of Harding Road and Prairie Flower Road. This facility is located outside the City limits; however, the property is

owned by the City for the pump station. City staff does not object to the proposed monitoring well being constructed on the City's site by the GSA as the site is large enough to accommodate the well without any impact to current or future operations.

4. BASIS FOR RECOMMENDATION:

- A. The construction of a monitoring well at the Harding Drain Bypass Pump Station will assist the East and West Turlock GSAs with the development of the Groundwater Sustainability Plan.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

All costs for the installation of the monitoring well will be borne by the GSAs.

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

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

8. ALTERNATIVES:

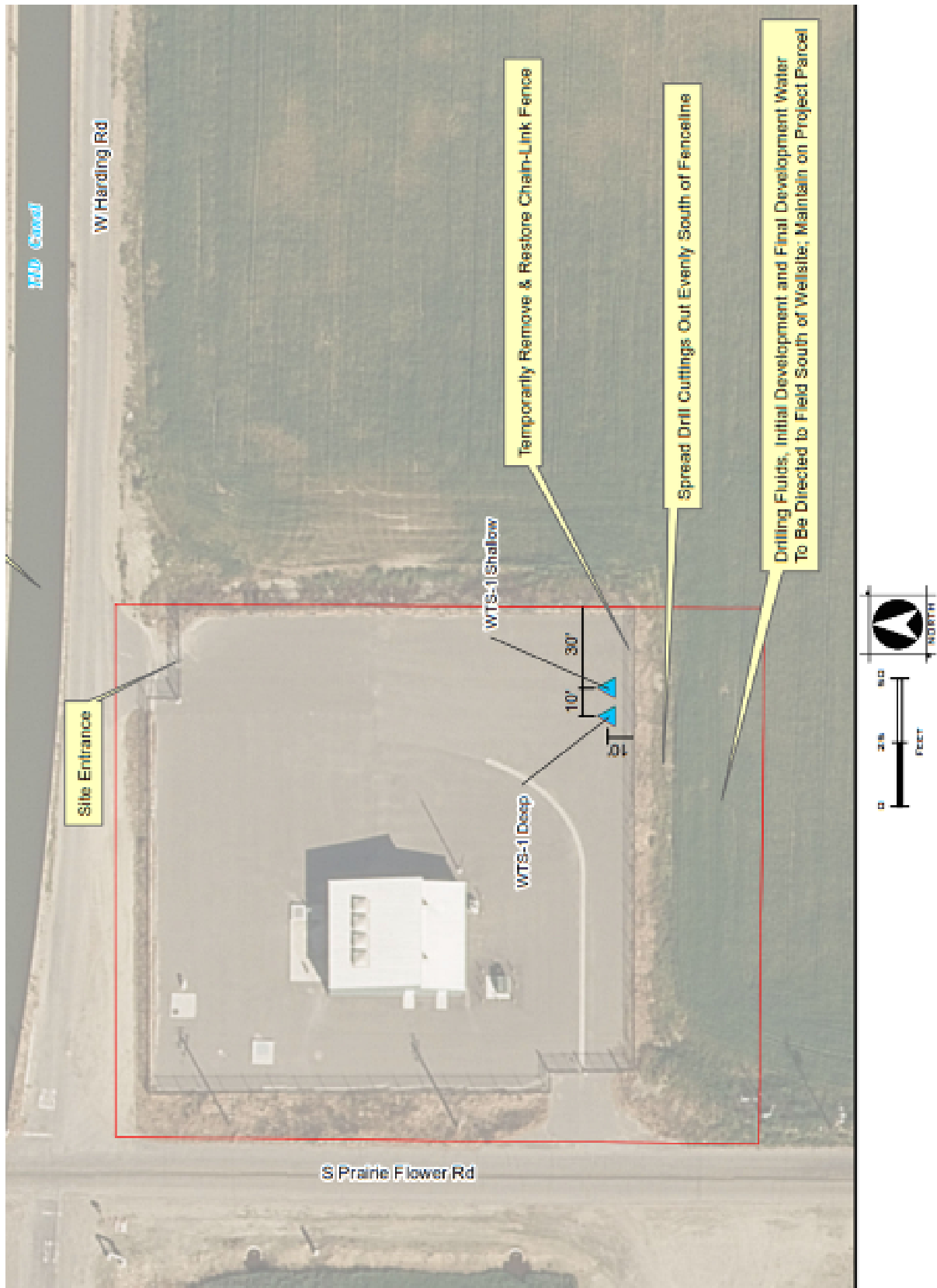
- A. Reject the Agreement for Installation and Monitoring of a Groundwater Monitoring Well. Staff does not recommend this action as the agreement will assist the GSAs with the development of the GSP, all costs are borne by the GSAs, and the site is large enough to accommodate the well without any impact to current or future operations.

ACCESS AGREEMENT FOR INSTALL AND MONITORING OF GROUNDWATER MONITORING WELL(S)

Permission is hereby granted by City of Turlock, herein called "LANDOWNER", to WEST TURLOCK SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY, herein each called a "GSA," and their representatives, agents and contractors, to enter upon and use a portion of LANDOWNER'S property without charge, herein called the "SITE", in the County of Stanislaus, as outlined on the attached map. This Agreement includes permission for the GSA to pass over certain other portions of LANDOWNER's property as may be necessary for entrance to and exit from the SITE, subject to the following conditions:

1. The GSA will use the SITE for the installation, maintenance, operation and monitoring of one (1) single- or multi-completion groundwater monitoring well(s) to collect groundwater level information necessary for preparing and implementing a Groundwater Sustainability Plan (GSP). The well(s) may be instrumented for automated collection and storage of groundwater levels, water quality data, temperature data, and other relevant data. All data will be public information.
2. After the GSA installs the monitoring well(s) and any automated measuring equipment, the GSA will be responsible for data retrieval as well as facility and equipment maintenance.
3. GSA will provide all equipment, materials, and/or supplies necessary for installation, maintenance and monitoring of the groundwater monitoring station. GSA will also replace equipment as necessary to maintain data gathering, storage, and retrieval during the life of the well. GSA will be responsible for initial and ongoing calibration of the station equipment.
5. The State of California, Department of Water Resources, herein called "STATE" provided funding to the GSA for the training, troubleshooting, operation, and labor for all or a portion of the installation of the well and equipment pursuant to this Agreement. LANDOWNER agrees that a statement of recognition of this grant funding will be located at the well site location. The STATE may also accompany GSA and/or its contractors during installation to observe and/or document work pursuant to the grant agreement between the GSA and the STATE for well installation.
6. This Agreement shall become effective on the date it is fully executed. It shall terminate either at the end of the useful life of the wells, which is a minimum of twenty (20) years from the date of the GSP or alternative implementation, or when all the parties' obligations under this Agreement are fully satisfied, whichever occurs earlier. At any point when a well drilled pursuant to this Agreement is abandoned, the GSA shall destroy the abandoned well in accordance with prevailing well completion and destruction standards and shall attempt to return the SITE to its original condition. This Agreement will be recorded as an easement with the County Assessor's office and run with the land upon conveyance.
7. The GSA and LANDOWNER will exercise reasonable precautions to avoid damage to people and property. Each agrees that it is responsible for its own actions under this Agreement and hereby agrees, to the extent permitted by law, to indemnify and hold the other party and their respective officers and agents harmless, against any asserted liability arising out of its actions, either willful, negligent, or intentional, in implementing the project. Such indemnity will include any losses relating to any claim made, whether or not a court action is filed.

"SITE"



“LANDOWNER”

City of Turlock

_____ Date: _____

Sarah Tamey Eddy, Interim City Manager

City of Turlock

APPROVED AS TO SUFFICIENCY:

_____ Date: _____

Carl Brown, Utilities Manager / Interim Municipal Services Director

APPROVED AS TO FORM:

_____ Date: _____

George A. Petrulakis, Interim City Attorney

“WTS GSA”

West Turlock Subbasin Groundwater Sustainability Agency

_____ Date: _____

Joe Alamo, Chairman

West Turlock Subbasin GSA

Recording Requested By and

When Recorded Mail to:

Turlock Irrigation District
Executive Secretary to the Board
333 East Canal Drive
P.O. Box 949
Turlock, CA 95381-0949

Space Above This Line for Recorders Use Only

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A.P.N. 058-031-026

Exempt from SB 2 Fee per Government Code: 27388.1 (2)(D)

EA No. 2021-77

Sign: _____

Print: _____

GRANT OF GROUNDWATER MONITORING WELL EASEMENT

This Grant of Groundwater Monitoring Well Easement (the "Grant of Easement") is entered into as of _____, 20__ by and between CITY OF TURLOCK, a California Municipal Corporation (hereinafter referred to as "Grantor"), and the WEST TURLOCK SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY (hereinafter collectively referred to as "WTSGSA"), with reference to the following facts:

RECITALS

A. WHEREAS Grantor is the owner of certain real property located on Prairie Flower Road, County of Stanislaus, State of California, as described in Document No. 2008-0098229-00, Stanislaus County Records (the "Premises"); and

B. WHEREAS Grantor desires to grant, and WTSGSA desires to accept, an easement in gross in accordance with the following terms and conditions:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Grant of Easement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, Grantor and WTSGSA hereby agree as follows:

A G R E E M E N T

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals set forth above and the Exhibits attached to this Grant of Easement are each incorporated into the body of this Grant of Easement as if set forth in full.

2. **GRANT OF EASEMENT.** Grantor hereby grants to WTSGSA, its successors and assigns, a perpetual, easement in gross to take and use water from a groundwater monitoring well for monitoring purposes and incidents thereto in, over, along and across that certain real property located in the County of Stanislaus, State of California, described in Exhibit "A", attached hereto and incorporated by reference (hereinafter referred to as the "Easement").

3. CHARACTER OF EASEMENT. The rights herein acquired by WTSGSA include without limitation:

- A. The right to drill, construct, operate, use, inspect, maintain, patrol, repair, reconstruct, replace, relocate, enlarge, improve and remove, at any time and from time to time, an monitoring well, pumping unit, pipeline and/or other water conveyance facility and related structures, including but not limited to an access road and electrical line, for the purpose of monitoring groundwater levels, quality, temperature, other related purposes and access thereto within, over, across and along said Easement, collectively referred to herein as "Monitoring Well Facilities".
- B. The present and future right to clear the Easement of brush, timber, unauthorized structures and any other materials deemed by the WTSGSA to interfere with the safe operation and maintenance of the Monitoring Well Facilities and access under, over, across and along the Easement. Any interference in violation of the Section 4 prohibitions shall be removed at Grantor's expense.
- C. The right to ingress and egress over and across the Premises as may be necessary or useful in order to inspect and maintain proper operation of the Monitoring Well Facilities and/or any other incidental uses as may be necessary.

4. RESERVATIONS TO GRANTOR; PROHIBITIONS. Grantor reserves the right to use the area of the Easement for purposes which will not interfere with the WTSGSA's full enjoyment of the rights acquired herein; provided that the Grantor shall not:

- A. Erect or construct any building or other structure, which would interfere with WTSGSA's use of the Easement; or impede WTSGSA's access to the Easement. In the event Grantor constructs a fence or other similar barrier within, on or over the Easement, Grantor shall construct said fence or barrier in a manner which will not impede the WTSGSA's right of access to the Monitoring Well Facilities.
- B. Retain, plant or maintain any tree or similar vegetation within Easement area.
- C. Grant any license or easement in, under, across, along or over the Easement without the prior written consent of the WTSGSA, which consent shall not be unreasonably withheld.

5. TERM OF EASEMENT. The Easement granted herein shall be in perpetuity and shall inure to the benefit of and be binding upon the owner of the servient tenement and the WTSGSA and their respective successors and assigns.

6. NOTICES. Any notice permitted or required under this Grant of Easement must be given in writing and delivered personally (including by any nationally recognized overnight service):

To WTSGSA:
C/O Turlock Irrigation District
333 East Canal Drive
P.O. Box 949
Turlock, CA 95381-0949

7. EXECUTION.

Executed on this, the ____ day of _____, 20__, at Turlock, California.

GRANTOR:

CITY OF TURLOCK, a municipal corporation

By: _____
Sarah Tamey Eddy, Interim City Manager

APPROVED AS TO SUFFICIENCY:

By: _____
Nathan Bray, Interim City Engineer

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, Interim City Attorney

ATTEST:

By: _____
City Clerk

(Insert Notary Acknowledgements As Required for Recordation)

EXHIBIT “A”
Legal Description of Easement

APN 058-031-026
EA No. 2021-77

A portion of the Pump Station Structure Site as described in the Final Order of Condemnation filed September 8, 2008 as Document No. 2008-0098229-00, Stanislaus County Records, located in Section 36, Township 5 South, Range 9 East, Mount Diablo Base and Meridian, in the County of Stanislaus and the State of California, said portion being more particularly described as follows:

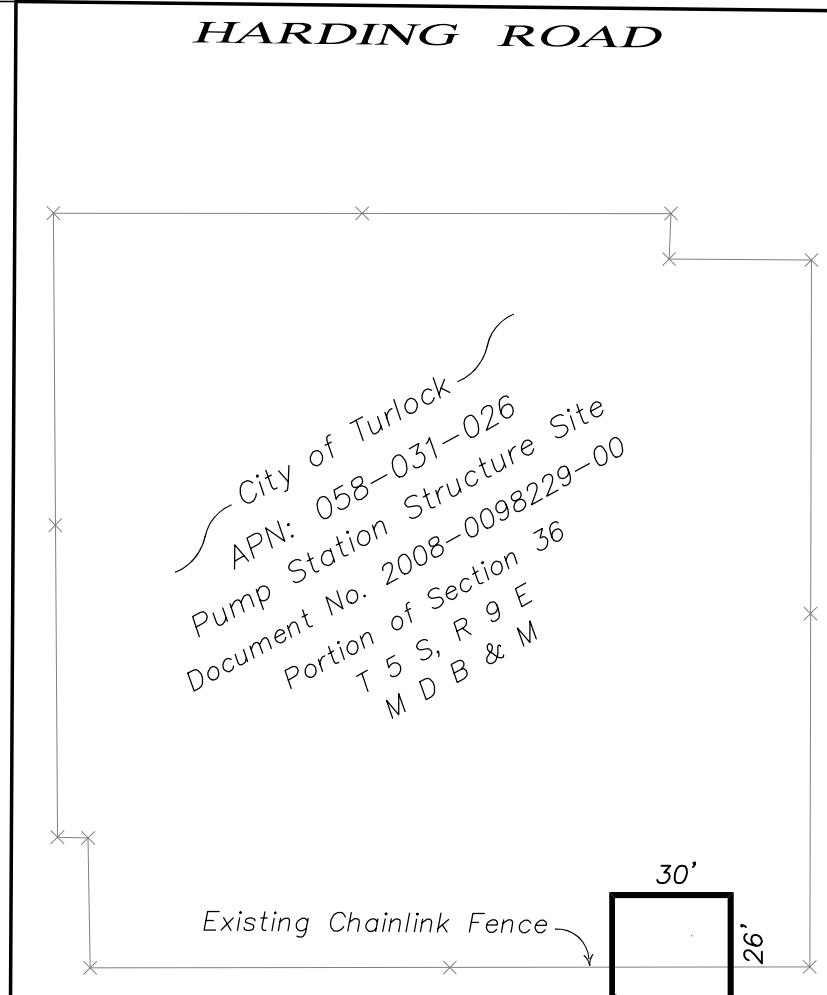
Commencing at the Southeast corner of said Pump Station Structure Site; thence South 89°41’09” West along the South line of said Pump Station Structure Site, a distance of 26.80 feet to the **Point of Beginning**; thence North 0°18’51” West along a line 26.80 feet west of and parallel with the East line of said Pump Station Structure Site, a distance of 26.00 feet; thence South 89°41’09” West along a line 26.00 feet north of and parallel with said South line of the Pump Station Structure Site, a distance of 30.00 feet; thence South 0°18’51” East along a line 56.80 feet west of and parallel with said East line of the Pump Station Structure Site, a distance of 26.00 feet to said South line of the Pump Station Structure Site; thence North 89°41’09” East along said South line of the Pump Station Structure Site, a distance of 30.00 feet to the point of beginning.



TID LATERAL NO. 5

PRAIRIE FLOWER ROAD

HARDING ROAD



Subject Groundwater
Monitoring Well Easement



SCALE: 1" = 50'



ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF



NOTE: ALL DOCUMENT REFERENCES SHOWN
ARE STANISLAUS COUNTY RECORDS.

DATE: May 2021

DRAWN: RF

DESIGN:

CHECKED: TH

APPROVED: TH

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT A

GRANT OF GROUNDWATER MONITORING WELL EASEMENT
SECTION 36: T.5 S., R.9 E., M.D.B.&M.

TID
WATER & POWER

2021-77 PLAT

City Council Staff Report

August 10, 2021



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

Prepared by: Karen Packwood, Parks, Recreation & Public Facilities Supervisor

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Agreement 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 agreement to implement the After School Education and Safety (ASES) Program

2. SYNOPSIS:

Approving an Agreement for contract No. 2022-00000019 for the execution of a grant agreement 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 each of the five (5) elementary school sites, the ASES program serves up to 90, 1st – 6th grade students daily. At the junior high school site, the ASES program serves 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 a 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 Parks, Recreation and Public Facilities Department 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 \$97,333.25 per site per year for Brown, Crowell, Cunningham, and Osborn Elementary Schools, \$88,260.23 for Wakefield Elementary School and \$85,087.67 for the Turlock Junior High school.
- C. By entering into this agreement, 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 agreement reflects the 2021/22 budget. There will be no impact to the General Fund.

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

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

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 ELEMENTARY, 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 Elementary, 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, 2021 through June 30, 2022:

City of Turlock:

Grant Award - ASES CORE Award: \$562,680.90

TOTAL GRANT AWARD: \$562,680.90

Turlock USD:

Grant Award - ASES CORE Award: \$135,955.65

TOTAL GRANT AWARD: \$135,955.65

(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 (either in-person or Zoom) 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 (\$19,975.42), Crowell (\$19,975.42), Cunningham (\$19,975.42), Osborn (\$19,975.42), Turlock Jr. High (\$26,633.88) and Wakefield (\$16,753.27).

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 (\$97,333.25), Crowell (\$97,333.25), Cunningham (\$97,333.25), Osborn (\$97,333.25), Turlock Jr. High (\$85,087.67) and Wakefield (\$88,260.23).

School will:

- ❑ 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 (\$15,860.75), Crowell (\$15,860.75), Cunningham (\$15,860.75), Osborn (\$15,860.75), Turlock Jr. High (\$65,837.65) and Wakefield (\$6,675.00).

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 - Brown

School Principal - Crowell

School Principal - Cunningham

School Principal - Osborn

School Principal - Wakefield

City of Turlock Rep

School Principal - TJHS

SCOE Deputy Superintendent of
Business Services

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

CITY OF TURLOCK, a municipal corporation

STANISLAUS COUNTY OFFICE OF EDUCATION

By: _____
Sarah Tamey Eddy, Interim City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

By: _____
Allison Van Guilder, Director of Parks,
Recreation & Public Facilities Maintenance

Date: _____

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, Interim City Attorney

ATTEST:

By: _____
Allison Martin, Interim City Clerk

City Council Staff Report

August 10, 2021



From: Steven Williams, Interim Chief of Police

Prepared by: Amanda Fortado, Business Unit Supervisor

Agendized by: Sarah Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Agreement between the City of Turlock and the Turlock Unified School District for Police Officer services at Turlock High School and Pitman High School

2. SYNOPSIS:

Approving an Agreement between the City of Turlock and Turlock Unified School District for Police Officer services at Turlock High School and Pitman High School.

3. DISCUSSION OF ISSUE:

A School Resource Officer (SRO) is a career law enforcement officer, with sworn peace officer authority, deployed in community-oriented policing and assigned by the Police Department to work in collaboration with school and community-based organizations. The first SRO program began in Flint, Michigan in 1958. Many police agencies around the country began assigning SRO's to school sites in the 1970's.

The Turlock Police Department began deploying officers to Turlock High School on a voluntary, overtime basis in the early 1990's. In the late 1990's, the Turlock Police Department assigned its first SRO to Turlock High School as a four (4) year special assignment. The department has continued to provide that service to Turlock High school since then. Additionally, Turlock Police has provided an officer to Pitman High School since the school opened in 2002.

The Turlock Unified School District desires to continue on-site services of a Turlock Police Officer for its Turlock High School campus located at 1600 E. Canal Drive, Turlock, CA, and its Pitman High School campus located at 2631 West Christoffersen Pkwy, Turlock, CA. The Turlock Police Department desires to accommodate the District's request for police services.

The Agreement is for the City to provide one (1) officer for police services to the Turlock High School campus and one (1) officer for police services to the Pitman High School campus for a period beginning August 11, 2021, and ending May 27, 2022.

District will compensate City at the rate of fifteen thousand four hundred fifty nine dollars (\$15,459) per month for Pitman High School Officer and fifteen thousand four hundred seventy nine dollars (\$15,479) for Turlock High School Officer based upon a 40-hour week. If the officer is assigned work in excess of 40 hours or in the event City withdraws the officer pursuant to paragraph 4 herein, District shall compensate City for actual hours worked at the rate of eighty nine and 19/100^{ths} dollars (\$89.19) per hour at Pitman High School and eighty nine and 30/100^{ths} (\$89.30) per hour at Turlock High School.

City will bill District bi-monthly in arrears beginning September 25, 2021, and District shall remit payment within thirty (30) days.

The parties understand that staffing demands may require the City to withdraw the assigned officer for other duties and agrees the City may do so at its discretion.

The agreement does not provide for coverage during the summer school session. Please see Attachment "A" Agreement.

4. BASIS FOR RECOMMENDATION:

A. The placement of SRO's on high school campuses provides safety on campus and promotes a positive relationship with the community and Turlock Unified School District.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The reimbursement is based on the actual service and time provided to the school.

Revenue to account number 110-20-210.34024 "Turlock High School (SRO)" and 110-20-210.34025 "Pitman High School (SRO)."

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council could decline the Agreement between the City of Turlock and the Turlock Unified School District; however, staff does not recommend this as an alternative because assigning an officer to the high school affords appropriate safety and security for students and this Agreement provides for reimbursement from the school district for that service.



AGREEMENT
between
THE CITY OF TURLOCK
and
TURLOCK UNIFIED SCHOOL DISTRICT
for
Police Officer Services for the School Resource Officer Program
at
Turlock High School and John H. Pitman High School

THIS AGREEMENT for police officer services in connection with the Turlock Unified School District's School Resource Officer Program ("Agreement") is made and entered into this 10th day of August, 2021, by and between the **CITY OF TURLOCK**, a municipal corporation, (hereinafter referred to as "City") and the **TURLOCK UNIFIED SCHOOL DISTRICT** (hereinafter referred to as "District").

WHEREAS, District desires to acquire the on-site services of a Turlock Police Officer for its School Resource Officer ("SRO") program, for its high school campuses located at: Turlock High School, 1600 East Canal Drive, and at John H. Pitman High School, 2631 West Christoffersen Parkway; and

WHEREAS, City desires to accommodate District's request for police services in connection with the SRO program.

NOW, THEREFORE, the City and District (collectively the "Parties" or individual the "Party") agree as follows:

1. **Recitals**. The recitals stated above ("Recitals") are true and correct and are hereby incorporated into this Agreement. In the event of any inconsistency between the Recitals and sections 1 through 17 of this Agreement, sections 1 through 17 shall prevail.

2. **Term**. Subject to section 13 of this Agreement, City shall assign one officer to provide SRO services to Turlock High School and one officer to provide SRO services to Pitman High School for a period beginning August 11, 2021 and ending May 27, 2022.

3. **Compensation**. District will compensate City at the rate of fifteen thousand four hundred fifty-nine dollars (\$15,459) per month for the Pitman High School Officer and fifteen thousand four hundred seventy-nine dollars (\$15,479) for the Turlock High School Officer based upon a 40-hour week. If the officer is assigned work in excess of 40 hours, District shall pay additional compensation to City at the rate of eighty-nine and 19/100^{ths} dollars (\$89.19) for each such hour worked at Pitman High School and eighty-nine and 30/100^{ths} dollars (\$89.30) for each such hour worked at Turlock High School. In the event City withdraws the officer pursuant to section 13

herein, District shall compensate City for actual hours worked at the rate of eighty-nine and 19/100^{ths} dollars (\$89.19) per hour at Pitman High School and eighty-nine and 30/100^{ths} (\$89.30) per hour at Turlock High School.

4. **Billing.** City will bill District bi-monthly in arrears beginning September 25, 2021, and District shall remit payment within thirty (30) days.

5. **SRO Services.**

5.a The SRO will wear the regulation police uniform unless otherwise authorized by their supervisor for a specific purpose.

5.b The SRO will work to prevent juvenile delinquency, enforce the Penal Code as necessary, and enhance campus safety by modeling community policing practices and building positive relationships with students.

5.c The SRO may conduct and or coordinate parking traffic enforcement during critical commuting hours and may encourage compliance with state and local traffic laws.

5.d Upon request of and after meeting with Site Administration, the SRO will collaborate and initiate an investigation of criminal activity. SRO-initiated searches and seizures will follow all relevant search and seizure laws. The SRO shall follow all applicable federal and state laws regarding these practices.

5.e The SRO will also coordinate with Site Administration to document and address truancy issues, enforce truancy laws, and conduct student and parent education on the topic.

5.f During summer and other school breaks, the SRO may be periodically assigned to patrol District schools or perform other duties to maintain the necessary and required skills of a sworn police officer operating as an SRO.

5.g During summer and on days when school is not in session, the SRO will work with school personnel to write and update school emergency plans, conduct school threat assessments at all District schools, develop and provide training to school staff, coordinate crime prevention programs, continue positive relationships with students at summer leadership and diversion programs and other youth-based activities, participate as a regular partner in the District's broader school safety planning apparatus, and perform other tasks deemed necessary and appropriate by the District and the Department.

5.h The Parties agree that preference should be given for the SRO to remain on District campuses and perform SRO services. The Department shall only call on the SRO to perform other tasks when necessary.

6. **Student Discipline.** Site Administration shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus. Site Administration and SROs, as applicable, shall enforce the Education Code. The SRO agrees to collaborate with student discipline matters upon request by Site Administration.

7. **Student Records.** The parties agree that the SRO shall be allowed access to necessary student records for which the SRO has a “legitimate educational interest.” The SRO shall not provide student records to anyone else without first consulting with a District administrator. The SRO shall not inspect or copy confidential student records outside the scope of the SRO’s service, including any record related to a student’s place of birth or immigration status, except as allowed by law. The District remains in direct control of the use, maintenance and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law.

8. **Training.** The City shall provide the assigned SRO with appropriate SRO training and other required training to maintain peace officer status, in accordance with applicable law enforcement standards. The City shall also provide training to additional peace officers to backfill the SRO position and cover absences due to scheduled training, vacation, or other unforeseen leaves to ensure officer presence on campuses.

9. **Feedback and Evaluation.** Both Parties will work together to develop and implement procedures to provide periodic feedback and evaluation data for the purpose of measuring crime trends at District schools, the development of positive working relationships with students, school staff and parents/guardians, and the SRO’s effectiveness.

10. **Nondiscrimination.** Neither the District nor the City shall discriminate against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, gender, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics when fulfilling duties under this Agreement.

11. **No Additional Duty of Care.** The Parties understand that staffing demands may require City to withdraw the assigned officer for other duties and agree that City may do so at its discretion. The Parties anticipate that the assigned officer’s SRO duties are often off-campus. This Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter, and/or a duty to intervene) by the City or the assigned officer and the absence of the assigned officer is not a breach of this Agreement.

12. **Indemnification.** The District shall indemnify, defend, and hold harmless the City, its officers, elected and appointed officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines,

judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and costs) of every nature arising out of or in connection with the assigned officer's performance of his or her SRO duties or his or her failure to comply with any of the obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of City.

The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees, and prevailing party fees and costs) of every nature arising out of or in connection with performance of this Agreement, or failure to comply with any of the obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of District.

It is the intention of the Parties that, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to the fault of that Party, its officers, directors, agents, employees, volunteers, subcontractors, and governing boards.

Each Party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any of their immunities they would be entitled to in the absence of the Agreement. If the District opts to reject a tender of defense by the City and/or the assigned officer and it is later determined that the City and/or the officer owed no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and costs). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim without input from the District.

13. **Suspension of Services**. Notwithstanding anything to the contrary in this Agreement, District may immediately suspend the Agreement, specifically the SRO program, in whole or in part, in response to any declared or imminent health, safety or financial emergency, until such time as the period of emergency is resolved, or a notice of termination, becomes effective, including such notice of termination as described in section 14 below. The City of Turlock shall be compensated for services satisfactorily performed and/or products delivered prior to suspending performance. Any fees that were paid in advance for SRO services that have not been performed or for products that have not been delivered shall be refunded in full to District within thirty (30) days.

14. **Modification of Services**. As an alternative to suspending performance as described in section 13, above, District may direct the City of Turlock to continue performance on a modified basis as conditions may require, such as modified

schedule(s), performance/delivery of SRO services on a less frequent basis, or adjustments in quantity. Notice of any schedule modification or performance frequency, including termination, shall be provided to City with ninety (90) days' notice; however, if the District's Governing Board orders the closure of schools due to an emergency for an extended period of time, then such notice shall be provided to City and take effect with ten (10) days' notice. Compensation during any period of emergency shall be proportionally adjusted to reasonably reflect the modifications in performance to be mutually agreed upon by the parties. In the event the parties are unable to mutually agree upon the proportionally adjusted compensation, the Agreement shall be temporarily suspended pursuant to section 13. District shall not be liable to City or to any third party for consequential damages, lost profits, or other losses arising from the suspension, termination, or modification of any contract pursuant to this section.

15. **Right to Terminate.** If any suspension or modification of this Agreement, as described in sections 13 and 14, above, continues for six (6) consecutive months, the City shall have the right, starting on the first day following that six-month period, to terminate this Agreement and to discontinue all SRO services to the District with no further obligation to provide such services. Any termination of this Agreement made pursuant to this section shall be effective as soon as the District receives written notice from the City regarding its decision to terminate the Agreement, and shall remain effective indefinitely or until such time as the Parties enter into a new agreement for police officer services.

16. **Cancellation.** Either Party has the right to cancel this Agreement at any time and without any future obligation upon thirty (30) days' written notice to the other Party.

17. **General Provisions.**

(a) *Governing Law; Venue.* The validity, interpretation, and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California. Venue for any legal proceedings related to the enforcement of this Agreement shall be in the Superior Court for the County of Stanislaus.

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

(c) *Waiver.* Waiver of any condition, breach or default under this Agreement does not constitute a continuing waiver, or the waiver of a subsequent breach. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

(d) *Supersedes Prior Agreement.* It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments,

representations, or agreements written, electronic, or oral between the Parties hereto with respect to the subject matter of this Agreement.

(e) *Entire Agreement.* This Agreement, together with any attachments and exhibits, constitute all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties hereto with respect to the subject matter of this Agreement. Unless set forth herein, neither Party shall be liable for any representations made express or implied not specifically set forth herein.

(f) *Amendment of this Agreement.* This Agreement may only be amended or modified by the written mutual agreement of the Parties.

(g) *Captions.* The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

(h) *Mandatory and Permissive.* “Shall” and “will” and “agrees” are mandatory. “May” or “can” are permissive.

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

(j) *Other Documents.* Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

(k) *Authority.* This Agreement is invalid unless executed by an authorized agent of each Party. All signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement on behalf of their respective Parties and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with. A designated officer is not an authorized agent of the City.

(l) *Document Preparation.* This Agreement will not be construed against the Party preparing it but will be construed as if prepared by all Parties.

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

CITY OF TURLOCK, a municipal corporation

Turlock Unified School District

By: _____

By: _____

Title: _____

Title: _____

Print Name: _____

Print name: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Title: _____

Print Name: _____

ATTEST:

By: _____

Title: _____

Print Name: _____

City Council Staff Report

August 10, 2021



From: Sarah Tamey Eddy, Interim City Manager

Prepared by: Sarah Tamey Eddy, Interim City Manager

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the Agreement with White Brenner LLP ("Firm") to extend the term for providing special counsel legal services to the City of Turlock ("City") and authorizing the Interim City Manager to execute Amendment No. 1 to the Agreement on behalf of the City

2. SYNOPSIS:

Approving Amendment No. 1 to the Agreement with Firm to extend the term for providing special counsel legal services and authorizing the Interim City Manager to execute the Agreement on behalf of the City.

3. DISCUSSION OF ISSUE:

On May 11, 2021, City Council approved an Agreement with White Brenner LLP for special counsel legal services to the City of Turlock. The purpose of the Agreement is to provide certain legal services as may be required by City, including but not limited to, legal representation of the City for matters in which the City Attorney may have a conflict or other legal services generally within the categories of General Counsel Services, Special Counsel Services, and Reimbursable Services, as defined in the Agreement.

The original term of the Agreement was 90 days from approval on May 11, 2021. Due to the ongoing nature of particular legal matters, staff is requesting to amend the term of the Agreement, resulting in a new expiration date of June 30, 2022. The Amendment No. 1 to the Agreement is attached as Exhibit A for review.

4. BASIS FOR RECOMMENDATION:

A. Staff recommends the City Council approve Amendment No. 1, extending the term of the original Agreement for legal representation of the City, in

order to maintain legal services when the City Attorney may have a conflict or the City otherwise requires legal services from the Firm.

5. FISCAL IMPACT / BUDGET AMENDMENT:

The Firm will charge One-Hundred Ninety-Eight Dollars (\$198.00) per hour for all legal professionals for all General Counsel Legal Services, Two Hundred Fifty-Three Dollars (\$253.00) per hour for all legal professionals for all Special Counsel Legal Services, and Three Hundred Fifty-Four Dollars (\$354.00) per hour for all legal professionals for Reimbursable Services.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

The Agreement is exempt from the California Environmental Quality Act ("CEQA") because it has no potential for causing a significant effect on the environment.¹

8. ALTERNATIVES:

- A. The City Council may continue consideration of Amendment No. 1 to the Agreement, with instructions to staff for any changes; or
- B. The City Council may reject Amendment No. 1 to the Agreement.

¹ 14 CCR, § 15061, subd. (b)(3).



**AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
WHITE BRENNER LLP
for
LEGAL SERVICES
CONTRACT NO. 2021-88**

THIS AMENDMENT NO. 1, dated August 10, 2021, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY"), and **WHITE BRENNER LLP**, a California limited liability partnership (hereinafter "FIRM").

WHEREAS, the parties hereto previously entered into an Agreement dated May 11, 2021, for special counsel legal services to the City (hereinafter the "Agreement").

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

1. Section 3 of the Agreement is amended to read as follows:

"3. Effective Date: This Agreement shall become effective and Firm shall commence performance under the terms of this Agreement upon execution of this Agreement ("Effective Date"), and Firm shall continue such performance until June 30, 2022, subject to the provisions set forth in Section 7 of this Agreement."

2. Section 7.1 of the Agreement is amended to read as follows:

"7.1 Term: This Agreement shall begin upon the Effective Date and shall continue until June 30, 2022, unless otherwise extended in writing by the Parties. Upon termination, Firm shall be entitled to and City shall immediately pay all amounts owed to Firm. City, however, may condition payment of such compensation upon Firm delivering to City copies of any or all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, specifications, records, files, or any other documents or materials, in electronic or any other form, that Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder. Originals of attorney work product shall remain the property of Firm."

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

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

CITY OF TURLOCK, a municipal corporation

WHITE BRENNER LLP

By: _____
Sarah Tamey Eddy, Interim City Manager

By: _____
Douglas L. White, Managing Partner

Date: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Sarah Tamey Eddy, Interim City Manager

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, Interim City Attorney

ATTEST:

By: _____
Allison Martin, Interim City Clerk

City Council Staff Report

August 10, 2021



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

Prepared by: Wayne York, Transit Manager

Agendized by: Sarah Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the S.B. 1 State of Good Repair (SGR) project list for Fiscal Year 2021-22, transferring SGR funding from the Transit Operations Facility Project to a future bus stop rehabilitation and enhancement project

2. SYNOPSIS:

Approving the Senate Bill 1 State of Good Repair (SGR) project list for Fiscal Year (FY) 2021-22, which transfers previously awarded SGR funding from the Transit Operations Facility Project to a future bus stop rehabilitation and enhancement project.

3. DISCUSSION OF ISSUE:

Background

In April 2019 City staff, in response to a State of Good Repair (SGR) Call for Projects issued by the Stanislaus Council of Governments (StanCOG), submitted a request for SGR funding for the proposed Transit Operations Facility Project. This request was for \$409,470 in regionally allocated (Section 99313) SGR funding. With the exception of monies set aside to support the maintenance of all regional bus stops, there were no other responses from regional transit entities and the City was designed by StanCOG to receive the funds for the stated use.

In addition to regional SGR funds, the City receives smaller, direct allocations of SGR funding (Section 99314). The City received \$6,127 in FY 2020-21 and \$3,033 in FY 2021-22. When combined with the regional SGR funds this totals \$418,235 in SGR project funding for the City of Turlock

Proposed Changes

The Transit Operations Facility Project, the original SGR project scope, is still an active capital improvement project that City staff is working to bring to fruition. The project will serve as the first dedicated parking, fueling, and operations center for the transit fleet, fully self-sufficient and designed to support the City's migration to a zero-emission fleet. However, due to limited staffing, changes in operational priorities, an increase to the overall scope of the project, and the impacts of the COVID-19 pandemic, City staff has not made the anticipated progress in the design of the facility to-date. Accordingly, City staff is recommending the proposed project be changed to a different qualifying use: the rehabilitation and enhancement of bus stops throughout the City.

The new project is one that is already in the design phase (using Local Transportation Funds), will provide a more direct and visible benefit to passengers, can be delivered quicker and help the City remain compliant with "timely use of funds" grant provisions, and is aligned with the goals discussed by regional transit staff to make coordinated improvements to bus stops. The proposed resolution and letter of concurrence (Exhibit A) demonstrated the City's concurrence and support of the change in the use of the specified funds.

4. BASIS FOR RECOMMENDATION:

- A. The application of SGR funds towards bus stop rehabilitation and enhancements is a qualifying expenditure under the grant program.
- B. The proposed change allows the City to expend the funds in a quicker manner and apply them to a project with a more direct, visible benefit to the traveling public.
- C. The proposed project is currently in the design phase and will include the installation of bus shelters, benches, solar lighting, and other related improvements.
- D. Unexpended SGR funds will remain with the City and be available to use for future bus stop improvement projects, including future technology improvements that are being discussed with the Stanislaus Regional Transit Authority (StanRTA).

5. FISCAL IMPACT / BUDGET AMENDMENT:

There is no budget amendment required. There is no impact to the General Fund.

The primary purpose of the proposed resolution and the letter of concurrence is to demonstrate to StanCOG and Caltrans the City's concurrence with the use of SGR funds for the revised purpose.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

The modification, relocation and signing of bus stops associated with transit route and schedule changes is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facility) and/or Section 15311 (Accessory Structures) of the CEQA Guidelines.

8. ALTERNATIVES:

- A. Reject the proposed resolution and proposed letter of concurrence. City staff does not recommend this approach as the use of SGR funds for bus shelter enhancements provides a more direct and immediate benefit to transit passengers and better ensures the timely expenditure of grant funding. If rejected, City staff will continue to hold SGR funds in reserve to apply towards the construction phase of the future Transit Operations Facility Project.



August 11, 2021

Stanislaus Council of Governments
Attn: Rosa De León Park, Executive Director
1111 I Street, Suite 308
Modesto, CA 95354

Re: Request to Transfer State of Good Repair (SGR) Funding

Ms. De León Park:

The City of Turlock had previously secured State of Good Repair (SGR) funding in the amount of \$409,075 (Section 99313) and \$6,217 (Section 99314) for the Transit Operations Facility Project in Turlock, CA. This funding is reflected in the FY 2021-22 City of Turlock Municipal Budget and the FY 2021-22 Transportation Development Act (TDA) Transit Claim approved by StanCOG. While this project is still viable the project schedule has adjusted due to the COVID-19 pandemic and adjusted priorities for capital projects.

Therefore, the City is seeking to transfer all previously allocated SGR funding (totaling \$415,292) from the stated project to one or more future bus stop rehabilitation and enhancement projects. This would provide funding for bus shelters, benches, lighting, Intelligent Transportation System (ITS) equipment, and related improvements throughout the Turlock Transit service area.

In addition:

- Since designing for bus stop improvements is less complex than designing new facilities the SGR funding can be spent sooner; and
- Bus stop improvements provide a more direct and tangible benefit to the passengers; and
- The new project would provide the City with the opportunity to standardize bus stop amenities throughout the transportation network, providing for increased equity for all users.

The new project is expected to start on 10/1/21 and end on 9/30/23. Approximately half of the specified funding is expected to be spent in FY 2021-22 with the remaining spent in FY 2022-23. The estimated useful life of the resulting improvements is expected to be fifteen (15) years or greater, depending on the nature of the specific improvement.

If you have any additional questions or concerns, please contact Wayne York, Transit Manager, at (209) 669-2801 or wyork@turlock.ca.us. Thank you.

Sincerely,

Sarah Eddy
Interim City Manager

Cc: Nathan Bray, City of Turlock, Interim Development Services Director
Wayne York, City of Turlock, Transit Manager
Edith Robles, StanCOG, Assistant Planner

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING THE S.B. 1 }
STATE OF GOOD REPAIR (SGR) PROJECT }
LIST FOR FISCAL YEAR 2021-22, }
TRANSFERRING SGR FUNDING FROM THE }
TRANSIT OPERATIONS FACILITY PROJECT }
TO A FUTURE BUS STOP REHABILITATION }
AND ENHANCEMENT PROJECT }**

RESOLUTION NO. 2021-

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act 2017, establishing the State of Good Repair (SGR) program to fund eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system in a state of good repair; and; and

WHEREAS, the Stanislaus Council of Governments (StanCOG) is an eligible project sponsor and may receive and distribute State Transit Assistance – State of Good Repair funds to eligible project sponsors like the City of Turlock for eligible transit capital projects; and

WHEREAS, StanCOG will be distributing SGR funds to eligible project sponsors, including the City of Turlock, under its regional jurisdiction; and

WHEREAS, the City of Turlock concurs with and approves the attached project list for the State of Good Repair (SGR) Program funds; and

WHEREAS, following the City of Turlock’s approval, StanCOG, as the eligible project sponsor, shall consider a similar approval at a future StanCOG Policy Board meeting and then notifying the State of California as appropriate.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the S.B. 1 State of Good Repair (SGR) project list for Fiscal Year 2021-22, transferring SGR funding from the Transit Operations Facility Project to a future bus stop rehabilitation and enhancement project; and

BE IT FURTHER RESOLVED by the City Council of the City of Turlock that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit capital projects; and

BE IT FURTHER RESOLVED by the City Council of the City of Turlock that the City Manager is hereby authorized to submit a request for Scheduled Allocation of the S.B. 1 State of Good Repair funds and to execute the related grant applications, forms, and agreements.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of August, 2021, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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

City Council Staff Report

July 27, 2021



From: Carl Brown, Interim Municipal Services Deputy Director

Prepared by: Tara Rodriguez, Staff Services Assistant

Agendized by: Sarah Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the Agreement between the City of Turlock and R3 Consulting Group, Inc. for Solid Waste Consulting Services to include additional scope of work for continuation of Solid Waste Rate development and assistance with meeting Solid Waste Regulatory Compliance, merging City Contract No. 2020-43 "Solid Waste Rate and Fee Study and City Contract No. 2020-77 "Solid Waste Consulting Services", and increasing the compensation by \$64,600, for a total not-to-exceed amount of \$131,516.00

Resolution: Re-appropriating unspent funds of \$16,000 from Fiscal Year 2020-2021 to Fiscal Year 21-22 account number 204-50-505.43320 "Special Services/Projects" from Fund 204 "AB 939 Integrated Waste Mgmt" for Amendment No. 1 to Agreement No. 2020-77 "Solid Waste Consulting Services" between the City of Turlock and R3 Consulting Group, Inc. for Solid Waste Consulting Services

2. SYNOPSIS:

Approving Amendment No. 1 to the Agreement with R3 Consulting Group, Inc. for Solid Waste Consulting Services and re-appropriating unspent funds in the amount of \$16,000 from Fiscal Year 2020-2021 for a total increase in compensation of \$64,600 for Amendment No. 1 to the Agreement with R3 Consulting Group, Inc. for Solid Waste Consulting Services.

3. DISCUSSION OF ISSUE:

On November 12, 2019, City Council approved City Contract No. 2020-43 with R3 Consulting Group, Inc. for a Solid Waste Rate and Fee Study. The term of the Agreement was for one (1) year, with the option of electing to extend the Agreement for three (3) additional one-year terms, on the same terms and

conditions. The City's total compensation for City Contract No. 2020-43 was \$42,416.

On February 5, 2020, the City of Turlock executed City Contract No. 2020-77 with R3 Consulting Group, Inc. for Solid Waste Consulting Services for assistance in complying with CalRecycle unfunded mandates. The term of the Agreement was for one (1) year, with the option of electing to extend the Agreement for three (3) additional one-year terms, on the same terms and conditions. The City's total compensation for City Contract No. 2020-77 was \$24,500.

Amendment No. 1 of the Agreement with R3 Consulting Group, Inc. for Solid Waste Consulting Services will merge City Contract No. 2020-43 and City Contract No. 2020-77, rendering City Contract No. 2020-43 null and void, and allowing for City staff to track expenses and tasks under one Agreement. The merger of these contracts will streamline the consulting services provided by R3, which include the City's evaluation of proposed rate changes for its solid waste services, additional guidance in regards to the City's development of an Ordinance that complies with Senate Bill 1383, guidance and analytical support to address the illegal dumping occurring throughout the City, ongoing assistance with the contracting and revisions process in relation to the franchise agreement currently in place with Turlock Scavenger, and other solid waste related matters. Services referenced in both contracts are included in the Services paragraph of Amendment No. 1 to Agreement No. 2020-77, to combine all services R3 Consulting Group Inc. will be performing for the City of Turlock.

Due to upcoming State imposed unfunded mandates requiring City Staff to ensure that the City of Turlock can continue to meet legislative compliance, the financial planning and rate analysis required to incorporate the new unfunded mandates and ensure the continuance of solid waste services adequately meet the City's needs, staff is requesting a re-appropriation amount of \$14,600 in unspent funds in general ledger account line 204-50-505.43320 from fiscal year 2020-2021 that was budgeted for solid waste consulting services but were not utilized.

4. BASIS FOR RECOMMENDATION:

- A. City Council approved Agreement No. 2020-43 with R3 Consulting Group, Inc. on November 12, 2019 for a Solid Waste Rate and Fee Study for a period of one (1) year, with an option to extend the Agreement for three (3) additional one-year terms, in an amount not to exceed \$42,416.
- B. City Staff entered into Agreement No. 2020-77 with R3 Consulting Group, Inc. on February 5, 2020 for Solid Waste Consulting Services. The term of the Agreement was for one (1) year, with the option of electing to extend the Agreement for three (3) additional one-year terms, on the same terms and

conditions. The City's total compensation for City Contract No. 2020-77 was \$24,500.

- C. Amendment No. 1 to Agreement No. 2020-77 will consolidate work being performed under two separate contracts, streamlining solid waste rate services being performed for the City, and ensure that funding is appropriately budgeted and dispersed.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Funding for Amendment No. 1 to the Agreement is budgeted in Fund 204 account number 204-50-505.43320 "Special Services/Projects" for fiscal year 2021-2022.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. The City Council could elect not to approve Amendment No. 1 to the Agreement with R3 Consulting Group, Inc. This alternative is not recommended due to the need for additional consulting services required by the City to provide for ongoing assistance with regulatory compliance, analytical support needed to assist with the upcoming development and implementation of Ordinances that comply with California State Senate Bill 1383, future unfunded mandates, and guidance needed to assist the City with a resolution for illegal dumping taking place throughout the City.

Northern California Office

1512 Eureka Road, Suite 220, Roseville, CA 95661
Tel: 916-782-7821 | Fax: 916-782-7824

San Francisco Bay Area Office

2600 Tenth Street, Suite 424, Berkeley, CA 94710
Tel: 510-647-9674

February 5, 2020

Ms. Fallon Martin
Municipal Services Department, City of Turlock
156 South Broadway, Suite 270
Turlock, CA 95380

Subject: Proposal for Solid Waste Consulting Services to Assist the City in Complying with California Solid Waste Regulations

Dear Ms. Martin:

R3 Consulting Group, Inc. (R3) is pleased to submit the attached proposal to provide the City of Turlock (City) with consulting services in support of the City's compliance with California's unfunded solid waste regulations AB 341, AB 1826, and SB 1383. R3 is currently contracted by the City to providing consulting services for the City's solid waste rate and fee study (after competitive RFP procurement and contract award to R3) and R3 is well positioned to assist the City in its urgent need to develop and implement compliance plans for the aforementioned regulations.

Via this letter, R3 proposes to provide the following services to the City by separate agreement for a not to exceed amount of \$24,500 through December 31, 2020:

1. Develop AB 341 and AB 1826 Compliance Plan – Estimated Cost of \$8,500

The City intends to submit a compliance plan to CalRecycle by February 21, 2020 which will establish the specific tasks, timeline, and responsible parties to achieve compliance with AB 341 and AB 1826. R3 will lead development of the compliance plan, solicit input and concurrence from City Staff – and, to the degree necessary and possible, Turlock Scavenger – regarding the contents of the Plan. R3 will facilitate delivery of the plan to CalRecycle by the due date, and will participate in calls with City Staff, Turlock Scavenger, and CalRecycle to coordinate with respect to the plan's contents.

2. Develop Draft SB 1383 Compliance Plan – Estimated Cost of \$8,500

The City needs to develop initial plans for its implementation of SB 1383 so that appropriate cost and revenue projections can be included in the rate study currently being conducted by R3. Via this Task, R3 will work with City staff to identify tentative City actions that will need to be taken in order to achieve compliance with SB 1383, estimate the potential cost of compliance, and identify roles and responsibilities for the City, Turlock Scavenger, and others in plan implementation. The task will result in a draft SB 1383 Compliance Plan for use by the City in planning for future implementation. However, the Plan will need to be finalized by the City pending future direction from CalRecycle and pending certain City policy decisions regarding SB 1383 implementation that R3 cannot anticipate at this time.

Ms. Fallon Martin

Proposal for Solid Waste Consulting Services to Assist the City in Complying with California Solid Waste Regulations

February 5, 2020

Page 2 of 3

3. Assist City in Executing MOU with Turlock Scavenger – Estimated Cost of \$2,500

Once the City's AB 341/AB 1826 Compliance Plan has been completed and approved by CalRecycle, the City intends to execute an MOU with Turlock Scavenger documenting the roles and responsibility of Turlock Scavenger and the City with respect to implementation of the Plan. R3 will assist the City in drafting, negotiating, revising and ultimately executing such MOU with Turlock Scavenger.

4. Provide On-Call Implementation Support

R3 will be available on an as-needed basis to provide support to the City in implementing its AB 341/AB 1826 Compliance Plan and/or Draft SB 1383 Compliance Plan. Direction for on-call implementation support will be at the discretion of the City, billed at R3's hourly rates, and subject to overall not-to-exceed budget limitations.

* * * * *

We appreciate the opportunity to submit this proposal to the City and look forward to working cooperatively with the City to establish compliance with the State's unfunded solid waste mandates. Emily Ginsburg will be R3's Project Manager for this portion of our engagement, and will be supported by Taylor Grimes, Claire Wilson, me, and other qualified members of the R3 team.

Should you have any questions regarding our proposal or need any additional information, please contact me by phone at (510) 292-0853 or by email at gschultz@r3cgi.com. As Principal at R3, I am authorized to negotiate contract terms and make binding agreements.

Sincerely,

R3 CONSULTING GROUP



Garth Schultz | Principal

Billing Rates

In Table 3 below, we have provided the hourly billing rates for R3 Consulting Group, Inc.

2020 BILLING RATES AND CHARGES	
Classification	Hourly Rate
Principal	\$225 per hour
Project Director	\$215 per hour
Senior Project Manager	\$190 per hour
Project Manager	\$185 per hour
Senior Project Analyst	\$165 per hour
Senior Administrative Support	\$160 per hour
Project Analyst	\$155 per hour
Associate Analyst	\$145 per hour
Administrative Support	\$125 per hour
Reimbursable Costs (Included in Hourly Rates)	
Consultants/Subcontractors	Cost plus 10%
Lodging and meals	Direct cost
Travel — Private or company car	At Current Federal Rate
Travel — Other	Direct cost
Delivery and other expenses	Direct cost

Payments

Unless otherwise agreed in writing, fees for work completed will be billed monthly at the first of each month for the preceding month and will be payable within 30 days of the invoice date.

Proposed Scope of Services

This section provides a description of R3's intended approach to efficiently and effectively provide a Rate Study to the City. We understand that the City's expectations for the Rate Study is to accomplish the following:

- Review the current cost projection statement prepared by Turlock Scavenger to provide service, and the adequacy of current rates and charges;
- Project the cost of operations for the coming five years, including consideration of future changes in tonnages, agreements, operational and maintenance requirements, staffing changes, inflationary factors, community growth, projected capital expenses;
- Project the cost of implementing State regulations including AB 341, AB 1826, AB 1594, and SB 1383, among others;
- Analyze two alternate types of garbage service (in lieu of the current system) that would achieve compliance with current legislative measures;
- Provide a survey and analysis of comparable cities' solid waste rate and fee structures with a particular emphasis on the cities in Stanislaus County, as well as other similarly sized cities with effective solid waste disposal and diversion programs;
- Develop an index-based rate structures that allow for conditional, automatic adjustments based on a number of accepted variables (triggers), such as the Consumer Price Index (CPI) or the Refuse Rate Index (RRI), consistent with the provisions of Proposition 218; and
- Provide recommendations for new rates based on the actual (and verified) cost of service provided by Turlock Scavenger, and recommendations for improving service efficiencies.

R3 regularly conducts rate studies meeting the City's objectives for this project. The following tasks describe our approach to cost-effectively and efficiently achieve these objectives with the City and Turlock Scavenger.

Task 1 Project Orientation / Kick-off Meeting

Successful projects begin with a mutual understanding and confirmation of key project objectives, goals, tasks, schedules, client interests, and expectations. We know the value of establishing a communication protocol to facilitate the successful, timely execution of the project to the satisfaction of the City. To that end, R3 will work with City staff to conduct a project Kick-off Meeting. Attendees will include key R3 project staff and should include key City and Turlock Scavenger staff knowledgeable of the engagement, at the City's discretion.

R3 will submit an agenda for City review, distribute the approved meeting agenda, and lead the meeting in coordination with City staff, with the main objectives being the identification of key City and Turlock Scavenger representatives that will be R3's main points of contact throughout the Study, the roles and responsibilities of each, and the potential identification of other parties that may have a significant interest in the Study. The Kick-off Meeting will provide an opportunity to review the project objectives, R3's project approach, schedule and budget, and data availability. We suggest that the meeting begin with a private session between R3 and City staff, with Turlock Scavenger joining in after preliminaries are completed.

Throughout the course of the engagement, R3 will coordinate with Turlock Scavenger to schedule teleconference meetings (as needed), conduct our on-site review(s), discuss our review and information requests, and review our preliminary findings as they are developed. City staff are welcome to attend on-site meetings with Turlock Scavenger and/or participate in our field reviews of Turlock Scavenger's collection, maintenance, and processing operations.

Task 2 Investigation and Data Collection

The objective of this task is to identify and compile the information necessary to understand the City's current rates, fees, and rate structure, as well as Turlock Scavenger's specific operational and revenue needs. Upon City authorization to proceed, R3 will submit a Request for Information (RFI) to the City and Turlock Scavenger, which may include, but will not necessarily be limited to, the following:

From the City:

- Current solid waste ordinances and resolutions;
- Current solid waste rates and fees, and historical rates and fees dating as far back in time as possible;
- Current agreement with Turlock Scavenger and Stanislaus County;
- Correspondence between the City and Turlock Scavenger regarding relevant contractual matters (e.g., service complaints; financial issues);
- Annual billings for contract years 2017-2019;
- Periodic reports submitted by Turlock Scavenger as required by the contract (e.g., outreach and education, AB 341 and AB 1826 programs progress, etc.);
- Accounting of Fees paid by Turlock Scavenger to the City for the years 2017-2019; and
- Notifications to assess administrative charges and any other information related to the findings associated with those notices.

From Turlock Scavenger:

- Projected operating expenses and revenues, including anticipated capital expenses;
- Excel file with customer subscription levels detailing customer service level (cart/bin size), billing rate, service address, day of service, route, and special categories such as on-premise service, key service, etc. (SFD, MFD, Commercial, City), and any historical trends to these service levels;
- AB 341 and AB 1826 List of Covered Generators, and Covered Generators that have and have not subscribed to commercial recycling and organics programs;
- Annual and quarterly billing register 2017-2019;
- Historical diversion and disposal tonnages by material stream, line of business (residential, commercial, and roll-off) and program (e.g., residential curbside, residential organics, commercial recycling, C&D recovery, etc.); and supporting documentation for 2017-2019 reported diversion rates;
- Audited (if available) financial statements supporting annual "Gross Rate Revenues" for 2017-2019;
- Summary of gross receipts and corresponding franchise fees paid, to City for 2017-2019;
- A complete list of billing codes; and
- The approved rate schedule in Excel format.

As this information is provided to R3, we will review, organize and catalog all information for use in completing the Study. R3 will take care to protect the proprietary interests of Turlock Scavenger's information as appropriate.

Task 3 Conduct a Survey of Comparable Agencies' Rates

The objective of this task is to conduct a survey of comparable cities' solid waste rate and fee structure with a particular emphasis on the cities in Stanislaus County as well as similarly sized cities with effective solid waste disposal and diversion programs. R3 has recently conducted similar surveys for the cities of Folsom and Merced that can be leveraged for the cost-effectiveness of this effort. We will supplement existing information with original research of rates, fees, and services for 7-10 of the most comparable cities in Stanislaus County (which will be determined in consultation with City staff).

Prior to conducting this task, we suggest that R3 and the City establish which specific cities' rates and services are most appropriate for comparison. Careful selection of comparable agencies is important – variances in rate setting methodology, potential subsidies between residential and commercial sectors, local interpretations of Proposition 218, post-collection agreement terms, disposal and processing fees, government and regulatory fees, provision of services to schools, distribution of container sizes in the community, and many other factors can make a seemingly “apples-to-apples” comparison complex, with results that may not be representative for the purposes of this comparison and benchmarking exercise.

In order to select appropriate comparisons prior to conducting the survey, R3 will prepare a list of known municipal solid waste operations along with currently retained information about the rates, services, location and other conditions that will facilitate selection of appropriate comparable communities. We will provide this information to City staff and then solicit the City's input on the top 7-10 communities for inclusion in the survey. R3 will then communicate with staff at the selected cities to gather information including:

- Community population, and total number of accounts for residential, commercial and industrial customers;
- Number of accounts at each service level option for residential, commercial and industrial customers (which is critical to an “apples-to-apples” comparison and not generally evaluated by others who conduct such surveys);
- Services rates for all container sizes, waste streams, and other services;
- Detailed list of services that are provided via any “bundled” service rates, and the specific service offerings for those services (e.g. bulky item pickups, extra service charges, street sweeping services, City services, services to schools, HHW service, etc.)
- Types, sizes and frequency of collection of containers provided for residential, commercial and industrial customers;
- Specific information regarding how rates are allocated with respect to the requirements of Proposition 218;
- Specific information regarding post-collection costs including disposal, organics processing, and recyclables processing fees, as applicable;
- Governmental and regulatory fees, as applicable; and
- Other information discussed and confirmed in consultation between R3 and the City.

R3 will seek this information voluntarily from the 7-10 communities selected in consultation with the City via phone, email, and written request. If we are unable to acquire complete survey information for five comparable communities based on the voluntary request, we may suggest that the City issue a formal Public Records Act request for the necessary information. However, we would like to avoid that being necessary because of the time, effort, and relationship impacts that can arise from making such requests.

Results from this Task 3 will be presented to the City in form of a brief electronic memorandum, raw data sets (in Excel) and a summary of results in chart form, which will serve as a baseline with respect to the results of the following Study Tasks.

Task 4 Analyze Current Fees and Service Levels and Make Recommendations

The objectives of this Task are to: a) analyze each individual fee and service level, and develop recommendations and basis for new fees and/or service levels, if necessary; and b) analyze two alternate types of garbage service (which would potentially be implemented in lieu of the current system), and may potentially include a larger solid waste cart, a two cart system, or others. To this latter point, R3 will seek input from the City and Turlock Scavenger regarding the two possible service alternatives to be evaluated during this phase of the Study. Factors to be reviewed and evaluated via this analysis include:

- Current and projected operating expenses;
- Projected future operating costs resulting from residential, commercial and/or development growth and known future regulatory requirements;
- Projected future operating costs resulting in new, changed and/or expanded collection programs such as commercial recycling and organics services and new infrastructure needs;
- Vehicle and equipment replacement;
- Transfer, processing and disposal costs;
- Staffing needs;
- Capital needs including trucks, containers, facilities, and other capital expenses;
- Emergency operating reserve funds;
- The City's current rate structure, revenue streams and billing program; and
- Other elements as identified by the City and R3.

To the extent that the current rate structure appears not to be able to meet the ongoing needs of the City, alternative rate structure options will be identified and presented to City staff. A key focus of this analysis is a review of the current commercial account distribution and an assessment of that distribution in light of the associated rate structure and the rate relationships between the various service levels. Ideally, from an operational efficiency standpoint, each account would be provided with appropriate storage volume so that service frequency could be limited to one time per week. This would allow the City to meet the weekly service volume requirements with the least amount of resources at the lowest possible cost to the system users.

As an element of this task, R3 will work with the City and Turlock Scavenger to prepare a rough cost-of-service analysis, which is a key aspect of compliance with Proposition 218 requirements. The cost-of-service analysis can be conducted on two levels:

1. Line-of-Business Cost-of-Service Analysis – The analysis of revenues and expenses among lines of business (e.g., residential, commercial, industrial) with the intent of balancing revenues and expenses to eliminate any subsidies that may exist across lines of business (e.g., commercial rates subsidizing residential rates); and
2. Individual Rate Cost-of-Service Analysis – The analysis of rates and the relationships between rates within a given rate structure to determine the extent to which an individual rate reflects the cost of the associated service level (e.g., the cost to service a 4-yard container one time per week compared to the cost to service a 1-yard container four times per week).

Via the above, R3 and the City will be able evaluate the reasonableness of any cost-of-service allocations that Turlock Scavenger has developed among the various lines of business. If Turlock Scavenger has not allocated costs to the various lines of business, we will work with the City as part of this task to develop estimates. One specific focus of this task will be to quantify the cost of commercial recycling services and the impact of potential expansion of those services in response to the State's mandatory commercial organics recycling requirements under AB 1826 and SB 1383. This will support the determination of a specific cost-of-service rate for commercial organics recycling and various other commercial recycling rate options.

Task 5 Projected Cost of Services

The objective of this task is to project the cost of operations (for Turlock's solid waste system as a whole) for a five-year time frame. A broad description of R3's general approach to conducting this type of analysis is included below – the specific approach for this Rate Study will vary from this description based on the form and content of Turlock Scavenger's projected operating expenses and revenue needs, which will be the starting basis for this analysis. Additionally, this task will include a high-level productivity review to determine the productivity of collection operations and the level of capacity that exists within the current routes to incorporate additional accounts due to expanded programs (e.g., commercial recycling) and/or growth. This information will be used to help model the timing of new equipment requirements over the five-year planning horizon, and in particular, to help refine assumptions and estimates relating to projected growth in the City.

Document Current Financial Baselines

This task involves documenting current financial baselines, including applicable revenue and expense line items, fund reserves, capital cost estimates and any other relevant data. It is anticipated that this information will, with any appropriate adjustments, form the basis for projections over the five-year planning period. To the extent feasible, R3 will evaluate and incorporate historical information from prior rate study projects for the City to allow for review and analysis of historical trends. Available year-to-date information will also be reviewed.

Prepare Revenue Projections

Revenue projections will be prepared for a five-year planning period. These projections will account for both rate related revenue and non-rate related revenue (e.g., interest income, bond proceeds, grants, sale of assets, development fees, etc.), and the impact of growth and other relevant factors. Rate revenue projections will be based on current rates, which will then be adjusted as part of the rate modeling that will be performed in a subsequent task.

Prepare Expense Projections

The purpose of this task will be to prepare projections of Turlock Scavenger's solid waste operation expenditures over the planning period. In developing these projections, we will coordinate with appropriate City staff, as necessary, to review the historical expenditures and discuss the assumptions, conditions and trends affecting the projections. The format for these projections will correspond to Turlock Scavenger's existing accounting records but will also incorporate modifications discussed in the Kick-off Meeting.

Prepare Capital Project Expense Projections

To the extent that Turlock Scavenger is projecting capital project expenses, we will review available capital project expense projections and, as appropriate, make any suggestions for updating or otherwise modifying those projections based on available data, including the operational projections developed in a prior task. Any such capital project expenses will be incorporated into the rate model and five-year rates.

Prepare Financial Plan Model

The various revenue and expense projections developed in the prior tasks will be used to construct a simple, easy-to-use, easy-to-modify, and easy-to-update Excel-based five-year rate plan (upon which the rate model and five-year rates will also be built). This five-year plan will be cost-effectively developed by starting with Turlock Scavenger's operating projections.

Prepare Rate Model

Using the five-year financial plan, and in conjunction with City staff, R3 will analyze various rate adjustment scenarios that are sufficient to fund the City's annual operating costs over the five-year planning horizon, and provide necessary funding for vehicle replacement, residential and commercial/development growth, operating reserves, and other expense and revenue factors. The resultant rate model will:

- Use best industry practices to determine the ability of the current rates and current rate structure to meet the City's ongoing solid waste operational needs, and over what time frame;
- Identify the specific impact that growth and new development will have on the rates as projected;
- Use the five-year financial findings and projections to recommend solid waste rates and service charges that are cost-based, equitable and legally defensible; and
- Provide rates which meet the legal requirements of Proposition 218.

Rate adjustment scenarios may include:

- A single rate adjustment that will set rates and satisfy the revenue requirement over a set planning period without need for additional adjustment (i.e., no additional annual indexed adjustments);
- A single rate adjustment that will set rates and satisfy the revenue requirement over the set planning period, with additional planned annual CPI indexed adjustments;
- Consistent annual rate adjustments over a set amount of time to more gradually introduce the rate structure changes; and/or
- Periodic rate adjustments (e.g., rate adjustments every two or three years).

As with prior tasks, R3 will seek to utilize and build upon the financial projections prepared by Turlock Scavenger to ensure that efforts under this task are as cost-effective as possible. R3 will work with the City to establish how the resultant rate model can provide the flexibility to integrate information from the Turlock Scavenger's financial system into the model and thus compute rates over time. This will start with the Task 2 information request during which we will request examples of reports from the Turlock Scavenger's financial system in order to ensure that reports can be integrated into the five-year financial plan and thus into the rate model.

A CPI and/or RRI element will also be developed in conjunction with this Task, to provide regular annual adjustments over time. This element will be discussed and confirmed with City staff and Turlock Scavenger and will be based on other similar and recent models developed by R3 via other client engagements.

Task 6 Reporting and Presentation

The objectives of this Task are to prepare reports and present Rate Study findings to City staff. R3's findings and recommendations will be organized in an electronic Draft Rate Report. The Draft Report will be submitted to City staff for review and comment, and an electronic Final Report will be prepared based on incorporation of consolidated written comments received from the City.

The Draft and Final Rate Reports will include recommended rate adjustments over the five-year planning period and will summarize the findings and recommendations from Tasks 1-5 above, including charts showing the proposed rates, detailed calculations of the expected solid waste expenditure budget for each year, and the expected solid waste revenue based on rates proposed via the rate study.

Our proposed cost estimate for the Tasks and deliverables proposed herein includes one (1) presentation to the City Council, with additional presentations to the public-at-large, developers, landowners, City staff and the City at an additional cost not included in the overall proposed cost estimate. Within our proposed cost estimate, we have included the development of a PowerPoint presentation summarizing our work and based on the contents of our Draft and Final Reports. We will provide a draft copy of the presentation to City staff for review and comment, with the draft being revised into a final presentation. Our proposed cost estimate includes presenting our work, findings and recommendations to the City Council for a rate hearing and rate adoption.

Tentative Schedule

Table 1
Tentative Schedule

(subject to change based on timing of notice to proceed)

Task		Start Date	Completion Date
1	Project Orientation / Kick-off Meeting	December 16, 2019	December 20, 2019
2	Investigation and Data Collection	December 16, 2019	January 10, 2020
3	Conduct a Survey of Comparable Agencies' Rates	December 16, 2019	January 24, 2020
4	Analyze Current Fees and Service Levels and Make Recommendations	December 16, 2019	February 14, 2020
5	Projected Cost of Services	December 16, 2019	March 6, 2020
6	Reporting and Presentation	March 9, 2020	April 6, 2020

Proposed Compensation

Project Budget

We propose to complete the Project Scope of Work on a time-and-materials basis for a not-to-exceed budget by task totaling **\$38,560, including all travel and expenses**. We suggest that the City consider seeking reimbursement of all or a portion of these costs from Turlock Scavenger, as an allowable cost to be recovered via the rates over a set period of time.

Our project budget includes labor, travel, and project expenses for the work and deliverables as listed in this proposal. We would be happy to discuss changes to our scope or budget as may be needed to align with the City's needs. R3's overall multiplier rate is approximately 3.0.

Table 2
Project Budget

	Task	Garth Schultz	William Schoen	Carrie Baxter	Emily Ginsburg	Hours	Cost
		\$215	\$215	\$175	\$160		
1	Project Orientation / Kickoff Meeting	3	3	3	3	12	\$2,295
2	Investigation and Data Collection	3	5	5	15	28	\$4,995
3	Conduct a Survey of Comparable Agencies' Rates	3	0	5	20	28	\$4,720
4	Analyze Current Fees and Service Levels and Make Recommendations	5	10	0	35	50	\$8,825
5	Projected Cost of Services	5	10	35	0	50	\$9,350
6	Reporting and Presentation	15	5	5	20	45	\$8,375
Total		34	33	53	93	213	\$38,560



May 5, 2021

Mr. Carl Brown
Utilities Manager
City of Turlock
156 S Broadway, Turlock, CA 95380
submitted via email: CBrown@turlock.ca.us

SUBJECT: SB 1383 Ordinance Compliance and Additional Solid Waste Support

Dear Mr. Brown,

R3 Consulting Group, Inc. (R3) is pleased to submit the attached proposal to provide SB 1383 Ordinance Compliance and Additional Solid Waste Support to the City of Turlock (City). We have included a brief scope of work and cost proposal following this letter. Below, we have highlighted several distinguishing qualifications below that set R3 apart and are key to successful procurements.

About R3

Incorporated in 2002, R3 is an "S" Corporation and a California Certified Small Business led by Principals Richard Tagore-Erwin and Garth Schultz, who each bring decades of solid waste consulting experience and knowledge.

Our seasoned, professional team members have backgrounds in the public and private sectors, engineering, resource management, environmental science, and urban planning. We have conducted hundreds of solid waste management consulting projects for clients throughout California, and we aim to always complete work in a cost-effective manner while achieving our clients' goals and objectives.

We do this by streamlining processes, simplifying methodologies, and providing work products that concisely identify next steps and strategic actions.

With R3, our clients always receive:

- » **Unbiased, conflict-free project management and objective, fair treatment:**
 - We have no entanglements with local districts, no hidden agendas, and no pre-ordained vendors. This translates to a high repeat customer rate and solid, respectful relationships with cities and haulers.
 - Extensive experience managing projects with multiple stakeholders, which includes planning realistic goals, schedules, and budgets, effectively communicating with key players, working collaboratively to achieve objectives and stay responsive, and streamlining processes.
- » **Data-driven, money-saving solutions and clear deliverables:**
 - Best-approach, honest recommendations to meet the City's needs, derived from decades of solid waste consulting experience and analysis of client data.
 - Focused on improving safety & customer service, increasing productivity, and reducing costs.
- » **Comprehensive, up-to-the-minute understanding of industry regulations:**
 - Principals and key staff have superior knowledge base from over decades of hands-on industry and legislative compliance experience. This foundational knowledge is supplemented by active, weekly participation and engagement with industry groups, regulators, and state policymakers.

Additionally – because R3 only provides services to public agencies – we are ideally positioned to provide unbiased opinions and recommendations in our projects, with no potential conflicts of interest. We strive to maintain excellent professional working relationships with many regional solid waste operators, which is extremely valuable in our negotiation projects.

A sampling of the range of services we provide:

- » Negotiation and competitive procurement assistance for collection, processing, and disposal services, including facilitating Request for Proposal (RFP) processes;
- » Legislative compliance assistance (e.g., SB 1383, AB 901, AB 1826, AB 341, and more);
- » Financial planning and rate analysis (including rate /cost-of-service studies);
- » Performance and operations reviews; and
- » Sustainable materials management and high-diversion planning and implementation.

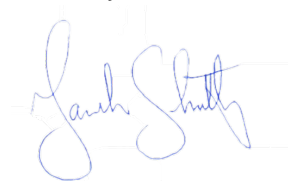
Specialized Team

Garth Schultz, Principal, will serve as Project Manager and primary point of contact for this engagement. **Nate Forst**, Project Director, will provide strategic guidance and project facilitation. **Carrie Baxter**, Project Manager, will serve as SB 1383 Ordinance and Contract Amendments Lead, and **Nikhil Tagore-Erwin**, Project Analyst, will provide key project support on all project components.

* * * * *

We appreciate the opportunity to submit our proposal and look forward to building a successful relationship with the City. Should you have any questions regarding our proposal, or need any additional information, please don't hesitate to reach out directly.

Sincerely,



Garth Schultz | *Principal, Project Manager*
R3 Consulting Group, Inc.
916.782.7821 | gschultz@r3cgi.com



Nate Forst | *Project Director, Project Support*
R3 Consulting Group, Inc.
303.960.8275 | nforst@r3cgi.com

1. SCOPE OF WORK

Background & Project Approach

The City of Turlock (City) provides residential and commercial refuse, recyclables, and residential green waste collection to the City's residential and commercial refuse accounts via a franchise agreement (Agreement) with Turlock Scavenger. The City is currently in the process of evaluating proposed rate changes for its solid waste (garbage, recycling, green waste) services. R3 has been helping to facilitate this process as part of a previous engagement with the City.

The City sought additional assistance from R3 with the process of updating its Refuse Ordinance and to provide additional guidance on select solid waste related services. Specifically, the City requested:

- 》 Support drafting City Ordinance draft (to be inclusive of SB1383);
- 》 Guidance and analytical support in response to city's leadership in reducing illegal dumping throughout the city;
- 》 Ongoing assistance with the contracting and revisions process;
- 》 Engage in the identification and evaluation of organics processing alternatives; and
- 》 As needed assistance with other solid waste related matters.

The proposed scope of work on the following pages demonstrates our ability to support the City with the aforementioned items.

Scope of Work

Task 1 SB 1383 Ordinance Preparation Assistance

Building on the success of our current engagement with the City, R3 will work with key City staff to help facilitate the development and adoption of ordinance language that best meets the requirements of SB1383.

This will include:

- 》 Tailoring model ordinance language developed by CalRecycle to meet the specific needs of the City;
- 》 Additional engagement with the City that may be required to iterate optimal language and attain agreement among City staff;
- 》 Two (2) Council meetings, including meeting preparation and the development of meeting materials; and
- 》 Supporting efforts to educate Council on the background, need and impacts related to ordinance preparation.

Task 2 Illegal Dumping Guidance and Support

R3 will support the evaluation of the City's options and costs for illegal dumping mitigation in alignment with learnings gleaned from similar past engagements and direction provided by City staff.

This will include:

- 》 Review data related to illegal dumping policy, engagement, and enforcement.
- 》 Offer insight and recommendations for long-term solutions related to illegal dumping in Turlock by reviewing documentation, reports, and participating in limited meetings with the City and TS.

- » Provide support to the City's decision-making process regarding new programs or programmatic changes necessary to reduce illegal dumping; and
- » Develop processes related to illegal dumping pilot programs and/or long-term solutions that best fit the City's needs.

Task 3 Assistance with Contract Amendments

Task 3 will primarily be concerned with supporting the process of updates and contract amendments to the City's Solid Waste Collection and Recycling Agreement (Agreement). R3 will seek to ensure the amendments bring the contract into alignment with best practices, keeps the City on a path to compliance with current and future State legislation, retains a high level of service to ratepayers, and is substantially fair to TS.

This will include:

- » Evaluating the City's Agreement relative to R3's previous efforts with the City related to achieving compliance with existing legislation (e.g., AB 341 and AB 1826);
- » Comparing with best management practices as it relates to the City's Agreement, including objective operational, and performance requirements;
- » Development of guidelines for a formalized rate adjustment methodology in keeping with established norms; and
- » A list of suggested amendments, revisions or considerations for the City as part of future negotiations with TS.

Task 4 Identify and Evaluate of Organics Processing Alternatives

Utilizing our extensive market knowledge and expertise from previous engagements, R3 will work with the City to determine the optimal means, and community preparation for, processing organics in Turlock. Emphasis will be placed not only on meeting the requirements of SB1383, but doing so in an efficient, cost-effective, and equitable manner.

This will include:

- » Data collection and comparative analysis of organics processing alternatives;
- » Identification of key value drivers, stakeholder implications, and points of collaboration to ensure broad-based support for the collection approach;
- » Limited workshops and breakout meetings with the City and TS as necessary; and
- » A concise set of recommendations for optimized organics processing scenarios.

Task 5 On-call Assistance for Other Solid Waste Related Matters

R3 will provide additional assistance related to solid waste matters deemed of high importance to the City. This will be at the discretion of the City and on an as-needed basis pending mutual agreement of the City and R3.

2. PROJECT SCHEDULE

Project Schedule

R3's proposed schedule, below, incorporates tentative dates based on our current understanding of the City's needs. This schedule assumes award of an agreement based on this proposal prior to July 1, 2021.

TASK	START DATE	COMPLETION DATE
1. SB 1383 Ordinance Preparation Assistance	June 1, 2021	December 31, 2021
2. Illegal Dumping Guidance and Support	June 1, 2021	June 30, 2022
3. Assistance with Contract Amendments	June 1, 2021	June 30, 2022
4. Identify and Evaluate of Organics Processing Alternatives	June 1, 2021	June 30, 2022
5. On-call Assistance for Other Solid Waste Related Matters	June 1, 2021	June 30, 2022

3. COST PROPOSAL

Project Budget

We propose to complete the Project Scope of Work on a time-and-materials basis for a not-to-exceed budget by task totaling **\$64,600**. Our project budget includes labor expenses for the work and deliverables as listed in Tasks 1-5. We would be happy to discuss changes to our scope or budget as may be needed to align with the City's needs.

TASK	HOURS	COST
1. SB 1383 Ordinance Preparation Assistance	80	\$15,200
2. Illegal Dumping Guidance and Support	40	\$7,600
3. Assistance with Contract Amendments	100	\$19,000
4. Identify and Evaluate of Organics Processing Alternatives	80	\$15,200
5. On Call Assistance for Other Solid Waste Related Matters	40	\$7,600
Total	340	
		\$64,600

Billing Rates

In the table below, we have provided our hourly billing rates for the R3 Project Team that may be involved in providing the City solid waste consultant services. These hourly rates are effective January 1, 2021 and are subject to periodic adjustments based on CPI.

CLASSIFICATION	HOURLY RATE
Principal	\$225 per hour
Project Director	\$215 per hour
Senior Project Manager	\$190 per hour
Project Manager	\$185 per hour
Senior Project Analyst	\$165 per hour
Senior Administrative Support	\$160 per hour
Project Analyst	\$155 per hour
Associate Analyst	\$145 per hour
Administrative Support	\$125 per hour
REIMBURSABLE COSTS	
Consultants/Subcontractors	Cost plus 10%
Lodging and meals	Direct cost
Travel - <i>Private or company car</i>	At Current Federal Rate
Travel - <i>Other</i>	Direct cost
Delivery and other expenses	Direct cost

Payments

Unless otherwise agreed in writing, fees for work completed will be billed monthly at the first of each month for the preceding month and will be payable within 30 days of the invoice date.



**AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
R3 CONSULTING GROUP, INC.
for
SOLID WASTE CONSULTING SERVICES
CONTRACT NO. 2020-77**

THIS AMENDMENT NO. 1, dated July 27, 2021, is entered into by and between the **CITY OF TURLOCK**, a California municipal corporation (hereinafter "CITY") and **R3 CONSULTING GROUP, INC.**, a California corporation, (hereinafter "PROFESSIONAL"). CITY and PROFESSIONAL may be collectively referred to as the "Parties" or individually as "Party." There are no other parties to this Amendment No. 1.

WHEREAS, the Parties hereto previously entered into an Agreement dated February 5, 2020, for various solid waste consulting services (hereinafter the "Agreement").

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

1. Exhibit B and Exhibit C, attached hereto and incorporated herein by reference, is hereby added to the Agreement.
2. Paragraph B of the Agreement is amended to read as follows:
 - B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibit A, Exhibit B, and Exhibit C** attached hereto and incorporated herein by reference ("Services"). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.
3. Paragraph C of the Agreement is amended to read as follows:
 - C. The Parties have outlined the schedule or timeline for providing the Services ("Completion Schedule"), which shall be included in the Scope of Services in **Exhibit A, Exhibit B, and Exhibit C**.
4. Paragraph D of the Agreement is amended to read as follows:
 - D. The Parties have outlined the rates and method of payment to

Professional for its performance of the Services under this Agreement ("Compensation Schedule"), which shall be included in the Scope of Services in **Exhibit A**, **Exhibit B**, and **Exhibit C**.

5. ~~Section~~ Paragraph 2 of the Agreement is amended to read as follows:

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~~2. **Term.** The term of this Agreement shall be three (3) years and will commence on the Effective Date and terminate on the 31st day of December, 2023 ("Term") unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.~~

6-5. ~~Section~~ Paragraph 5 of the Agreement is amended to read as follows:

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibit A**. In addition to the Scope of Work attached as **Exhibit A** to the Agreement, Professional shall provide additional services, attached to this Amendment No. 1 as **Exhibit B** and **Exhibit C**, which are necessary and required to provide Solid Waste Consulting Services, and shall perform such services in accordance with the specifications attached to this Amendment No. 1 as **Exhibit B** and **Exhibit C**.

Amendment No. 1 to this Agreement merges City Contract No. 2020-43 and City Contract No. 2020-77, and combines the services for both Agreements, with the services from City Contract No. 2020-43 being **Exhibit A**, the services from City Contract No. 2020-77 being **Exhibit B**, and additional services added with this Amendment as **Exhibit C**. With the execution of this Amendment No. 1 to City Contract No. 2020-77, City Contract No. 2020-43 will be null and void and all services will be performed solely under City Contract No. 2020-77. Any request for Services not included in **Exhibit A**, **Exhibit B**, and **Exhibit C** will be considered a request for additional or modified Services ("Modification" or "Modifications"). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

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

7-6. ~~Paragraph~~ Section 6 of the Agreement is amended to read as follows:

6.1. Amount, Time and Manner of Payment for Professional Services: City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland

Consumer Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed One Hundred Thirty-One Thousand, Five Hundred Sixteen Dollars and 00/100 (\$131,516.00) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

8-7. All other terms and conditions of the Agreement shall remain in full force and effect until the termination date of December 31, 2023.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK, a California municipal corporation

By: _____
Sarah Eddy, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Carl Brown, Interim Municipal Services
Deputy Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, Interim City Attorney

ATTEST:

By: _____
Allison Martin, Interim City Clerk

R3 CONSULTING GROUP, INC.

By: _____

Title: _____

Print name: _____

Date: _____

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING }
UNSPENT FUNDS OF \$16,000 FROM }
FISCAL YEAR 2020-2021 TO ACCOUNT }
NUMBER 204-50-505.43320 }
“SPECIAL SERVICES/PROJECTS” FROM }
FUND 204 “AB 939 INTEGRATED WASTE }
MGMT” FOR AMENDMENT NO. 1 TO }
AGREEMENT NO. 2020-77 BETWEEN THE }
CITY OF TURLOCK AND R3 CONSULTING }
GROUP, INC. FOR SOLID WASTE }
CONSULTING SERVICES }

RESOLUTION NO. 2021-

WHEREAS, the funding for a solid waste rate study, agreement, and contingency were included in the Fiscal Year 2020-2021 budget; and

WHEREAS, the Department did not utilize all funds set aside for the solid waste rate study, agreement, and contingency during the 2020-2021 Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby re-appropriate unspent funds of \$16,000 from Fiscal Year 2020-2021 to account number 204-50-505.43320 “Special Services/Projects” from Fund 204 “AB 939 Integrated Waste Mgmt” for Amendment No. 1 to Agreement No. 2020-77 between the City of Turlock and R3 Consulting Group, Inc. for Solid Waste Consulting Services.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of August, 2021, by the following vote.

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Staff Report

August 10, 2021



From: Sarah Tamey Eddy, Interim City Manager

Prepared by: Kellie Weaver, Interim City Clerk

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2021-142 and adopting a new Resolution establishing an Advisory Redistricting Commission to assist the City Council in the council district redistricting process necessitated by the 2020 Federal Census, to be titled "City of Turlock Redistricting Commission," establishing requirements for membership on the Commission, and establishing the manner in which appointments are made to the Commission

2. SYNOPSIS:

Rescinding Resolution No. 2021-142 and adopting a new Resolution regarding the establishment of the Advisory Redistricting Commission will clarify changes requested by the City Council during discussion of the item at the July 27, 2021 City Council meeting.

3. DISCUSSION OF ISSUE:

At the July 27, 2021 Turlock City Council Meeting, the Turlock City Council approved Resolution No. 2021-142 that established an Advisory Redistricting Commission to assist the City Council in the council district redistricting process necessitated by the 2020 Federal Census, to be titled "City of Turlock Redistricting Commission," established requirements for membership on the Commission, and established the manner in which appointments are made to the Commission. The changes requested by Council are reflected in the body of the attached Resolution. (See highlighted areas under Section 2 and 3 of Resolution).

At that time, Council unanimously approved the Resolution title. However, during discussion of the item they requested additions to both the requirements for membership and the manner in which appointments are made to the Commission. Because those additions were not specifically voted on as an amendment to the Resolution, staff is bringing this item back to Council as a housekeeping item for clarification purposes.

The staff report from the July 27, 2021 City Council meeting is provided as an informational item to this staff report. (See Exhibit A).

4. BASIS FOR RECOMMENDATION:

- A. Maintaining clear and accurate records ensures transparency and clarity to the City Council, City Staff, and the public.

5. FISCAL IMPACT/BUDGET AMENDMENT:

There is no fiscal impact.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. The Council could choose to not approve this Resolution with the recommended changes. Staff does not recommend this alternative as the changes to be incorporated (as requested by City Council at the July 27, 2021 City Council meeting) were not specifically requested as an amendment to Resolution 2021-142 when it was voted on.

City Council Staff Report

July 27, 2021



From: George A. Petrulakis, Interim City Attorney

Prepared by: George A. Petrulakis, Interim City Attorney
Allison Martin, Interim City Clerk

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Establishing an Advisory Redistricting Commission to Assist the City Council in the Council District Redistricting Process Necessitated by the 2020 Federal Census, to be titled "City of Turlock Redistricting Commission", Establishing Requirements for Membership on the Commission, and Establishing the Manner in Which Appointments are Made to the Commission

2. SYNOPSIS:

Cities with "by district" election systems for their City Councils must, every ten years, use new census data to review and, if needed, redraw City Council district lines to reflect how local populations have changed. Under applicable law, the City Council may undertake the redistricting process on its own or involve one of a variety of citizen commissions. Staff recommends the City establish an advisory redistricting commission, establish requirements for service on the advisory commission, and establish a selection process for commissioners.

3. DISCUSSION OF ISSUE:

Every ten years, cities with "by district" election systems must use new federal census data to review and, if needed, redraw City Council district lines to reflect how local populations have changed. This process, called "redistricting," ensures all Council districts have nearly equal population. The required redistricting process based upon the 2020 federal census must be completed by April 17, 2022.

The City held its first elections using its current district boundaries in 2016 (Council Districts Two and Four) and 2018 (Districts One and Three). The City changed from an "at-large" election system to the "by district" election system in 2014 after a civic engagement process undertaken in 2013 in response to information provided

to the City by the Latino Community Roundtable of Stanislaus County regarding the requirements of the California Voting Rights Act of 2001. The current district boundaries were adopted in 2014 and are based on 2010 census data.

The Council district boundaries created in 2014 must now be reviewed, and perhaps redrawn, using the 2020 federal census data. District boundaries must comply with various constitutional and statutory requirements including recent enactments of the state legislature. Boundaries must be adopted before April 17, 2022. The U.S. Census Bureau has indicated they will not release census data before September 30, 2021.

On June 8, 2021, the Council authorized a consulting agreement with National Demographics Corporation (NDC) to provide City Council redistricting services to the City. City staff and NDC have identified these threshold issues for Council decision:

1. Should the City Council undertake the redistricting process itself or involve a citizens commission?
2. If the Council desires to utilize a citizens commission, three questions are presented for Council decision:
 - a. which type of citizens commission should be convened?
 - b. what should be the membership requirements of the commission?
 - c. what should be the selection process for the commission?

City Council may undertake the redistricting process itself or involve a citizens commission

Under state law, the City Council of a general law city like Turlock may engage in the redistricting process on its own or engage one of a variety of citizen commissions. Consequently, the City Council should consider and decide whether it desires to undertake the required redistricting process on its own or involve a citizen commissions.

Under current law, five (5) methods exist for adjusting Council district boundaries for general law cities such as Turlock:

- (1) The City Council may adopt districts itself;
- (2) The City Council may appoint an advisory redistricting commission to recommend district boundaries for City Council adoption;

- (3) The City Council may establish an independent redistricting commission to adopt new boundaries;
- (4) The City Council may establish a hybrid redistricting commission to draw two maps with the City Council required to adopt one of the two maps; or
- (5) The City may contract with the County of Stanislaus to draw district boundaries (if the County creates its own independent commission).

The options mentioned above are discussed in further detail below.

(1) City Council draws own map. The Council may create its own Council district boundaries without a citizens commission. This was the process the Council utilized when the City transitioned to districts in 2014.

(2) Advisory Commission. The Council may establish an advisory redistricting commission. An "advisory redistricting commission" means a body that recommends to the City Council the district election boundaries for the Council. The Council makes the final decision on the redistricting. The process for establishing an advisory commission may be by direct appointment or through an application process.

(3) Independent Commissions. The Council may establish an independent redistricting commission. An "independent redistricting commission" means a body, other than the City Council, that is empowered by the Council to adopt the district election boundaries of the Council independently of any Council action. The Council essentially transfers its redistricting authority to this commission. The manner of appointment is set by the City Council, but commissioners cannot be appointed directly by the City Council as a body or by any individual elected official.

(4) Hybrid Commissions. The Council may establish a hybrid redistricting commission. A "hybrid redistricting commission" means a body that recommends to the City Council two or more maps for delineating the district election boundaries of the Council, where the Council must adopt one of those maps without modification, except as may be required to comply with state or federal law. Consequently, the Council does not transfer its full authority to this commission, but its decision-making is constrained in that it is required to adopt one of the maps presented by the commission. The manner of appointment is the same as an independent commission.

(5) Contract with County Redistricting Commission. Finally, cities may contract with a county independent redistricting commission to adjust district

boundaries if the county has an independent redistricting commission. Stanislaus County does not have an independent redistricting commission as the Board of Supervisors opted for an advisory redistricting commission.

Membership Requirements and Limitations of Redistricting Commissions

An advisory commission is bound by some basic state-mandated requirements for membership on the commission that can be augmented by the Council while the independent and hybrid commissions have quite extensive requirements and post-service limitations that are state-mandated. The requirements for an advisory commission are shown in Exhibit B. The requirements and limitations for an independent or hybrid commission are shown in Exhibit C. State law appears to be silent on whether the Council may augment the requirements and prohibitions for an independent or hybrid commission.

Selection Process for a Citizens Redistricting Commission

While similar, the selection process for a citizens redistricting commission differs under state law based upon the type of commission the local jurisdiction utilizes. For all types of commissions, the Council may prescribe the manner in which commissioners are appointed. However, for an independent or hybrid commission, the local jurisdiction must utilize an application process open to all residents and the commissioners may not be appointed directly by the legislative body or an elected official of the local jurisdiction.

Conclusion

Staff recommends that the Council establish an advisory redistricting commission. The more extensive requirements and limitations mandated by state law create a significant administrative burden for City staff if an independent or hybrid commission were utilized. Also, the non-advisory commissions likely would require a larger budget than has been authorized for the redistricting process and would require additional staff time from the offices of the City Clerk and City Attorney. In addition, these more elaborate commissions are better suited to larger jurisdictions that can more easily monitor the requirements and limitations. The advisory commission is an appropriate balance between public participation and budgeting any staff constraints.

Staff further recommends that, in addition to the statutory criteria to be a member of the advisory commission, the member: (1) be a registered voter in the City; (2) have a demonstrated record of voting in municipal elections; (3) not be currently serving on another City Commission, board, committee, or work group; and (4) not be a paid campaign consultant nor have another paid campaign role for an elected official of the City. This last requirement clarifies, and possibly expands, the statutory prohibition against the member being "paid campaign staff of an elected official" by including independent contractors such as political consultants and other paid campaign roles such as pollsters and fundraisers.

Staff finally recommends a commission made up of five (5) members with each Councilmember and the Mayor directly appointing one member each. The Mayor's appointee would serve as chairperson of the commission. Staff further recommends that each councilmember appoint a commissioner for that councilmember's district to ensure that each of the four council districts are represented on the commission. If the Council believes a commission with more members is advisable, staff recommends a nine (9) member commission chosen by direct appointment by each Councilmember and the Mayor and four (4) members through the application and selection method recently utilized to select the members of the Measure A Citizens Oversight Committee. If the Council chooses an expanded commission, staff recommends that the Mayor's appointee serve as chairperson of the commission and the Vice Mayor's as vice chairperson.

4. BASIS FOR RECOMMENDATION:

- A. Creation of an advisory redistricting commission involves members of the public in the required process of redistricting City Council district boundaries and thus enhances public participation and public trust. The advisory commission is more appropriate for the circumstances of the City than other citizen commissions as it balances the goal of public participation with staffing and budgeting constraints the City continues to face.
- B. The recommended requirements for commission membership address the primary concerns of fairness in the redistricting process without creating the administrative burden of the requirements and limitations of the independent and hybrid commissions. The scope of those more extensive requirements and limitations could make it difficult to appoint a full commission.

5. FISCAL IMPACT/BUDGET AMENDMENT:

Appropriate funding has been budgeted for this service in the FY 2021-22 General Fund budget in Account No. 110-10-108.43060_000 "Contract Services General." No budget amendment is required.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. The Council could dispense with use of a citizens redistricting commission and undertake the process on its own. Staff does not

recommend this option since it does not encourage citizen participation in self-government and suggests an atmosphere where citizen input is not encouraged or valued by City government.

- B. The Council could establish an independent or hybrid commission. Staff does not recommend this option since it has additional oversight requirements that will tax current City staffing resources. Also, such a commission is better suited to jurisdictions with larger populations where citizen distrust of governmental institutions makes these more complex commissions more appropriate.

Exhibit A

Definition of Advisory Redistricting Commission and Membership Criteria

An "advisory redistricting commission" means a body that recommends to the City Council the district election boundaries for the Council.

Commissioner must be a person who is a resident of the City. Elections Code §23001.

Commissioner may not be a person who:

- is an elected official of the City of Turlock; or
- is a family member of an elected official of the City of Turlock; or
- is a staff member of an elected official of the City of Turlock; or
- is paid campaign staff of an elected official of the City of Turlock.

Elections Code §23002(c).

The City Council may impose additional requirements or restrictions on applicants to an advisory redistricting commission. Elections Code §23002(d).

Exhibit B

Definition of Independent Redistricting Commission and of Hybrid Redistricting Commission; Membership Criteria for Both; Prohibitions for Commissioners

An "independent redistricting commission" means a body, other than the City Council, that is empowered by the Council to adopt the district election boundaries of the Council.
Elections Code §23000(d)

A "hybrid redistricting commission" means a body that recommends to the City Council two or more maps for delineating the district election boundaries of the Council, where the Council must adopt one of those maps without modification, except as may be required to comply with state or federal law. Elections Code §23000(c)

Commissioner must be a person who is a resident of the City. Elections Code §23001.

Commissioner may not be a person who:

---has been elected or appointed to, or been a candidate for, an elective office of the City of Turlock in the eight (8) years preceding the person's application; or

---has a family member who has been elected or appointed to, or been a candidate for, an elective office of the City of Turlock in the eight (8) years preceding the person's application.

Elections Code §23003(c).

Commissioner may not be a person who, or whose spouse is a person who, has done any of the following in the eight (8) years preceding the person's application to the commission:

---served as an officer of, employee of, or paid consultant to, a campaign committee or a candidate for elective office of the local jurisdiction; or

---served as an officer of, employee of, or paid consultant to, a political party or as an elected or appointed member of a political party central committee; or

---served as a staff member or a consultant to, or who has contracted with, a currently serving elected officer of the local jurisdiction; or

---been registered to lobby the local jurisdiction; or

---contributed five hundred dollars (\$500) or more in a year to any candidate for an elective office of the City. The City may adjust this amount by the cumulative change in the California Consumer Price Index, or its successor, in every year ending in zero.

Elections Code §23003(d)(1).

Commissioner may not be a person who has a family member (other than a spouse) who has done any of the actions in the list above for the four (4) years preceding the person's application to the commission. Elections Code §23003(d)(2).

Commissioner may not:

---while serving on the commission, endorse, work for, volunteer for, or make a campaign contribution to, a candidate for an elective office of the City

---be a candidate for an elective office of the local jurisdiction if any of the following is true:

-less than five (5) years has elapsed since the date of the member's appointment to the commission; or

-the election for that office will be conducted using district boundaries that were adopted by the commission on which the member served, and those district boundaries have not been subsequently readopted by a commission after the end of the member's term on the commission; or

-the election for that office will be conducted using district boundaries that were adopted by a legislative body pursuant to a recommendation by the commission on which the member served, and those district boundaries have not been subsequently readopted by a legislative body pursuant to a recommendation by a commission after the end of the member's term on the commission; or

---for four (4) years commencing with the date of his or her appointment to the commission:

-accept employment as a staff member of, or consultant to, an elected official or candidate for elective office of the local jurisdiction; or

-receive a noncompetitively bid contract with the local jurisdiction; or

-register as a lobbyist for the local jurisdiction.

--for two (2) years commencing with the date of his or her appointment to the commission, accept an appointment to an office of the local jurisdiction.

Elections Code §23003(e).

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF RESCINDING
RESOLUTION NO. 2021-142, AND
ADOPTING A NEW RESOLUTION
ESTABLISHING AN ADVISORY
REDISTRICTING COMMISSION TO ASSIST
THE CITY COUNCIL IN THE COUNCIL
DISTRICT REDISTRICTING PROCESS
NECESSITATED BY THE 2020 FEDERAL
CENSUS, TO BE TITLED "CITY OF
TURLOCK REDISTRICTING COMMISSION,"
ESTABLISHING REQUIREMENTS FOR
MEMBERSHIP ON THE COMMISSION, AND
ESTABLISHING THE MANNER IN WHICH
APPOINTMENTS ARE MADE TO THE
COMMISSION**

RESOLUTION NO. 2021-

WHEREAS, the City is a California general law city using district based-elections to elect its councilmembers and thus must adopt boundaries after each federal decennial census so that the districts shall be substantially equal in population; and

WHEREAS, the City may utilize an advisory redistricting commission pursuant to Elections Code section 23001 to assist and advise the City Council in the redistricting process; and

WHEREAS, the City values the increased public participation that results from the work of an advisory redistricting commission; and

WHEREAS, the City understands that increased public participation leads to increased trust with the public in matters related to City governance; and

WHEREAS, an advisory redistricting commission strikes an appropriate balance between public participation and staffing and budgeting constraints faced by the City; and

WHEREAS, the City wishes to augment the minimum statutory requirements in Elections Code section 23002(c) for membership on the advisory redistricting commission with additional standards as allowed pursuant to Elections Code 23002(d); and

WHEREAS, the City wishes to establish how appointments are made to the advisory redistricting commission pursuant to Elections Code section 23002(b).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock as follows:

1. Pursuant to Elections Code section 23001, an advisory redistricting commission of ~~five~~**nine** (5~~9~~) members to be titled the "City of Turlock Redistricting Commission" is hereby established.

2. Pursuant to Elections Code subsections 23002(c) and (d), requirements for membership on the City of Turlock Advisory Redistricting Commission are hereby established as follows:
 - a. Registered voter in the City.
 - b. Demonstrated history of voting in City elections.
 - c. Not currently an elected official of the City.
 - d. Not currently serving on another City commission, board, committee, or work group.
 - e. Not a family member of an elected official of the City.
 - f. Not a staff member of an elected official of the City.
 - g. Not paid campaign staff of an elected official of the City.
 - h. Not a paid campaign consultant nor other paid campaign role for an elected official of the City.
 - i. Not run for office as an elected official of the City for the next two, 2-year election cycles.
3. Pursuant to Elections Code section 23002(b), the manner in which appointments are appointed to the commission are established as follows:
 - a. Each Councilmember shall appoint two (2) and the Mayor shall appoint one (1) member(s) to the commission.
 - b. The appointee of the Mayor shall act as chairperson of the commission.
 - c. The appointee of each Councilmember shall be a voter in the appointing Councilmember's district so that each of the four (4) districts is represented on the commission.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of August, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Staff Report

August 10, 2021



From: Sarah Eddy, Interim City Manager

Prepared by: Sarah Eddy, Interim City Manager

Agendized by: Sarah Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Adopting a Resolution to employ a CalPERS Annuitant (Interim Chief of Police) pursuant to CalPERS Requirements

2. SYNOPSIS:

The Chief of Police position is vacant and the City of Turlock ("City") has initiated a recruitment for the vacancy. The City desires to hire CalPERS annuitant, Gary Hampton, as the Interim Chief of Police while the recruitment is ongoing, and in accordance with CalPERS rules and procedures.

3. DISCUSSION OF ISSUE:

Gary Hampton retired from City employment and is a CalPERS annuitant. CalPERS statutes, regulations, and guidance set forth a variety of rules and procedures applicable to the employment of a CalPERS retired annuitant into an interim vacancy including the following:

- The compensation paid to a CalPERS annuitant must be within the existing salary schedule for the position at issue;
- The annuitant may only be appointed once to the interim position and shall not exceed 960 hours of service per fiscal year;
- The annuitant may not receive any other benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate;
- The duration of employment must terminate upon the hiring of a candidate to the Chief of Police position.

4. BASIS FOR RECOMMENDATION:

CalPERS recommends the adoption of a resolution related to the appointment of a CalPERS annuitant to a vacant position.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: In accordance with CalPERS rules, and based on placement of Mr. Hampton on Step 5 of the existing Chief of Police salary schedule, Mr. Hampton will receive an hourly rate of pay calculated as follows:
 $\$15,682/173.333 = \90.47 per hour. CalPERS rules restrict the maximum number of hours to 960 per fiscal year. The City Council will reinstate the funding for salary and benefits related to the Police Captain position from account number 110-20-210 in the amount of \$247,966 for the remainder of the fiscal year.

6. INTERIM CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Council may choose to not proceed further with the employment of Gary Hampton as Interim Police Chief.

**IN THE MATTER OF ADOPTING A
RESOLUTION TO EMPLOY A CALPERS
ANNUITANT (INTERIM CHIEF OF POLICE)
PURSUANT TO CALPERS REQUIREMENTS**

1. Mr. Hampton is appointed to serve as Interim Chief of Police based on the specialized skills he possesses and which are needed in performing the duties of the position, effective on August 17, 2021.
2. In accordance with CalPERS rules, Mr. Hampton shall be placed on Step 5 of the existing Chief of Police salary schedule, with an hourly rate of pay calculated as follows: $\$15,682/173.333 = \90.47 per hour.
3. Mr. Hampton may only be appointed once to the Interim Chief of Police position, and shall not exceed 960 hours of service per fiscal year.
4. Mr. Hampton shall not receive any other benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.

5. Mr. Hampton's service as Interim Chief of Police shall be terminated upon the hiring of a candidate to the Chief of Police position.
6. The City Council hereby reinstates the funding for salary and benefits related to the Police Captain position from account number 110-20-210 in the amount of \$247,966 for the remainder of the fiscal year.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock on this 10th day of August, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Staff Report

August 10, 2021



From: Sarah Eddy, Interim City Manager

Prepared by: Jessie Dhami, Human Resources Analyst, Sr.

Agendized by: Sarah Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the Interim City Manager to enter into an agreement with CPS HR Consulting for recruitment services related to the vacant positions of City Manager, Chief of Police, Fire Chief, Municipal Services Director, and Development Services Director, in an amount not to exceed \$100,000

2. SYNOPSIS:

This action will allow for the retention of CPS HR Consulting to provide executive recruitment services for the positions of City Manager, Chief of Police, Fire Chief, Development Services Director and Municipal Services Director.

3. DISCUSSION OF ISSUE:

On June 22, 2021, the City Council passed a motion authorizing the City Attorney and Interim City Manager to enter into a professional services agreement with a recruitment firm to conduct an executive recruitment for the position of City Manager, Chief of Police, Fire Chief, Development Services Director, and Municipal Services Director, appropriating \$100,000 from Fund 110 "General Fund" unassigned reserves to account number 110-10-109.43060_039 "Contract Services Executive Recruitments" for the retention of a recruitment firm to conduct an executive recruitment.

On July 1, 2021, the City issued a Request for Qualifications ("RFQ") to conduct an extensive recruitment for these positions. On July 16, 2021, the RFQ closed without the City receiving any proposals.

After the RFQ closed without proposals, the City initiated recruitments for these positions by posting notice on the City's website. The City will post the positions of City Manager, Chief of Police, and Municipal Services Director on its website the week of August 9, 2021, as "currently open positions" and will accept resumes.

The expectation is the City Manager recruitment shall be filled first. The positions of Development Services Director and Fire Chief shall post thereafter.

It has been a challenge to find interested recruiters willing to send a bid or proposal for the RFQ due to the City having no current City Manager and multiple cities are currently hiring for executive level positions.

In addition to listing these positions as “currently open positions,” the Human Resources Department contacted executive recruitment firm CPS HR Consulting, to conduct the recruitment. CPS HR Consulting agreed to provide the executive recruitment services pending approval of an agreement. (See Exhibit A). The City will provide CPS HR Consulting services with any applications it receives after having listed these positions as “currently open positions.”

In addition to a City Manager Executive Recruitment, CPS HR will recruit for Municipal Services Director, Police Chief, Development Services Director, and Fire Chief. The recruitments will be staggered, with first priority going to the City Manager recruitment.

Staff is requesting the following recommendations:

1. City Council provides approval to retain CPS HR Consulting to conduct an executive recruitment for the positions of City Manager, Chief of Police, Fire Chief, Development Services Director, and Municipal Services Director.

4. BASIS FOR RECOMMENDATION:

Retention of CPS HR Consulting will provide invaluable assistance in the recruitment of the City’s next City Manager, Chief of Police, Fire Chief, Development Services Director, and Municipal Services Director.

5. FISCAL IMPACT / BUDGET AMENDMENT:

The City Council has appropriated \$100,000 from Fund 100 “General Fund” unassigned reserves to account number 110-10-109.43060_039 “Contract Services Executive Recruitments.”

6. CITY MANAGER’S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. The Council could elect to not utilize the services of CPS HR Consulting to conduct the executive recruitment.

Our Approach

Key Stakeholder Involvement

The Hiring Authority must be intimately involved in the search for new executives. For this reason, our approach assumes their direct participation in key phases of the search process. Additionally, at the discretion of the hiring authority, other key stakeholders may also be invited to participate in focus group sessions or round-table meetings to provide input for the development of the candidate profile.

City's Needs

A critical first step in a successful executive search is for the hiring authority to define the professional and personal qualities required of the new executive. CPS HR has developed a very effective process that will permit the Hiring Authority to clarify the preferred future direction for the City; the specific challenges the City is likely to face in achieving this future direction; the working style and organizational climate the Hiring Authority wishes to establish with the Executive; and ultimately, the professional and personal qualities required of the Executive.

In addition to a City Manager Executive Recruitment, CPS HR will recruit for Municipal Services Director, Police Chief, Development Services Director, and Fire Chief. The recruitments will be staggered, with first priority going to the City Manager recruitment.

Commitment to Communication

Throughout the recruitment process, we are strongly committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.).

We place the highest level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. As a result, we have many long-term relationships with clients that have led to opportunities to assist them with multiple recruitments.

CPS HR's communication continues once you have selected the new Executive. We will contact the Hiring Authority and the newly appointed Executive within six months of appointment to ensure an effective transition has occurred.

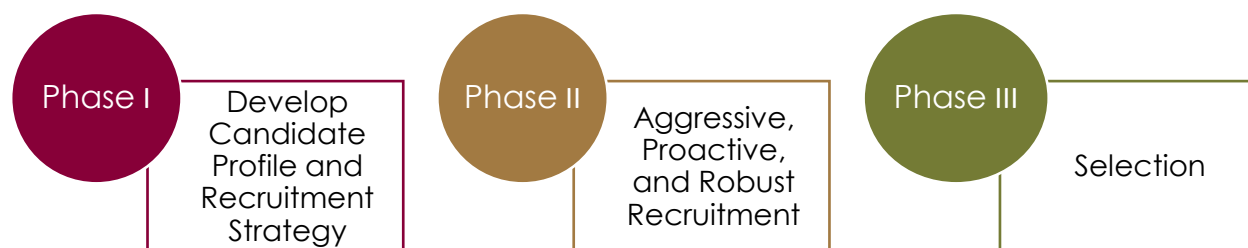
Aggressive, Proactive, and Robust Recruitment

We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for this position; however, some of the best candidates are often not actively seeking a new position and

may only consider a change once we present them with your opportunity. Evoking the sense of vision and opportunity in qualified persons is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates.

Our Process

Our proposed executive search process is designed to provide the City with the full range of services required to ensure the ultimate selection of a new Executive uniquely suited to the City's needs.



Phase I: Our consultant will meet with the Hiring Authority, City Staff, and other City representatives to ascertain the City's needs and ideal candidate attributes, to target our search efforts, and maximize candidate fit with the City.

Phase II: The recruitment process is tailored to fit the City's specific wants and needs, with targeted advertising, combined with contacts with qualified individuals from our extensive database.

Phase III: The selection process is customized for the City. CPS HR will work with the Hiring Authority to determine the process best suited to the City of Turlock.

Phase I - Develop Candidate Profile and Recruitment Strategy

- Task 1 - Review and Finalize Executive Search Process and Schedule
- Task 2 - Key Stakeholder Meetings
- Task 3 - Candidate Profile and Recruitment Strategy Development
- Task 4 – Develop Recruitment Brochure

The first step in this engagement is a thorough review of the City's needs, culture and goals; the executive search process; and the schedule. CPS HR is prepared to meet with key stakeholders to obtain input in developing the ideal candidate profile and to assist us in understanding key issues and challenges that will face a new Executive. Activities will include:

- Identifying key priorities for the new Executive and the conditions and challenges likely to be encountered in achieving these priorities.

- Describing the type of working-relationship the Hiring Authority wishes to establish with the Executive.
- Generating lists of specific competencies, experiences, and personal attributes needed by the new Executive in light of the discussions above.
- Discussing recruitment and selection strategies for the Hiring Authority's consideration to best produce the intended results.

CPS HR will provide a summary to the Hiring Authority stemming from these activities as an additional source of information for developing the candidate profile and selection criteria.

Following the completion of the workshop session, CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the Hiring Authority for review prior to printing. Please refer to **Appendix A** for a sample brochure. Additional brochure examples are available on our website at www.cpsshr.us/search.

Phase II – Aggressive, Proactive, and Robust Recruitment

Task 1 – Place Advertisements

Task 2 - Identify and Contact Potential Candidates

Task 3 – Resume Review and Screening Interviews

Task 4 – Board Selects Finalists

CPS HR will prepare, submit for approval, and publish advertisements (which will include a direct link to your brochure) in appropriate magazines, journals, newsletters, job bulletins, social media, and websites to attract candidates on a nationwide, regional, local or targeted basis based on the recruitment strategy.

Within the past three years, more than 51% of our executive level placements have been minority and/or female candidates.

As a consulting firm that interacts with hundreds of public sector executives during engagements, we have a cadre of individuals who we inform of recruitments, both to increase the visibility of the opening and to attract appropriate individuals who fit the special needs of our client. Communication with these professionals ensures that an accurate picture of the requirements of the job is apparent and proliferated throughout their professional networks.

CPS HR will prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the recruitment brochure along with a personal invitation to contact CPS HR should they have any questions about the position.

CPS HR maintains a comprehensive, up-to-date database of industry leaders and experienced professionals; however, we do not rely solely upon our current database. We also conduct research to target individuals relevant to your specific needs and expectations to ensure that we

are thorough in our efforts to market this position to the appropriate audience and to garner a diverse and quality pool of candidates.

We will:

- Convey a strong sense of the purpose and strategy of the City. For many talented individuals, understanding these aspects is one of the key motivators to compete in such an environment.
- Provide guidance and resources to candidates regarding the area's cost of living, mean and median housing prices, higher education opportunities, K-12 education information, and other aspects of interest to those who are considering relocating to the area.
- Actively seek highly qualified candidates who may be attracted by the prospect of collaboration with other departments, providing exceptional leadership to the City or continuing to ensure the public confidence in the integrity of the City.

CPS HR will directly receive and initially screen all resumes. This screening process is specifically designed to assess the personal and professional attributes the City is seeking and will include a thorough review of each candidate's resume, and if applicable, supplemental questionnaire responses and other supporting materials. CPS HR will spend extensive time ascertaining each candidate's long-term career goals and reasons why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will gather data on any other unique aspects specific to this recruitment based upon the candidate profile, as well as conduct internet research on each candidate interviewed.

CPS HR will prepare a written report that summarizes the results of the recruitment process and recommends candidates for further consideration by the Hiring Authority. Typically, the report will recommend five to eight highly qualified candidates and will include resumes and a profile on each interviewee's background. CPS HR will meet with the Hiring Authority to review this report and to assist them in selecting a group of finalists for further evaluation.

Phase III – Selection

Task 1 - Design Selection Process

Task 2 - Administer Selection Process

Task 3 – Final Preparation for Appointment

Task 4 – Employment Agreement Negotiation (if requested)

CPS HR will design a draft selection process based on information gathered in Phase I. We will meet with the Hiring Authority to review this process and discuss the preferred approach in assessing the final candidates. The selection process will typically include an in-depth interview with each candidate but may also include other selection assessments such as an oral presentation, preparation of written materials, and/or problem-solving exercises.

We will coordinate all aspects of the selection process for the City. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment exercises; facilitating the interviews; assisting the Hiring Authority with deliberation of the results; and contacting both successful and unsuccessful candidates.

Following the completion of the selection process, CPS HR will be available to complete the following components:

- ***Arrange Follow-up Interviews/Final Assessment Process:*** Should the Hiring Authority wish to arrange follow-up interviews and/or conduct a final assessment in order to make a selection, CPS HR will coordinate this effort.
- ***Conduct In-Depth Reference Checks:*** The in-depth reference checks are a comprehensive 360-degree evaluation process whereby we speak with current and previous supervisors, peers, and direct reports. (It is our policy to not contact current supervisors until a job offer is made, contingent upon that reference being successfully completed, so as not to jeopardize the candidates' current employment situation.) Candidates are requested to provide a minimum of five references. CPS HR is able to ascertain significant, detailed information from reference sources due to our commitment to each individual of confidentiality, which leads to a willingness to have an open and candid discussion and results in the best appointment for the City. A written (anonymous) summary of the reference checks is provided to the Hiring Authority.
- ***Conduct Background Checks:*** Upon a conditional job offer, we will arrange for a background check of a candidate's records on driving, criminal and civil court, credit history, education, published news, and other sensitive items.
- ***Employment Agreement Negotiation (if requested):*** The consultant will be prepared to assist in the negotiation of an employment agreement, working with the Hiring Authority and the City Attorney to identify terms of employment that are agreeable to both parties.

Timeline

All search activities up to and including the selection of a new Executive can be completed in 14 to 16 weeks. The precise schedule will depend on the placement of advertising in the appropriate professional journals, and the ability to schedule, as quickly as possible, the initial meeting. A proposed schedule of major milestones is presented below.

Task Name	July Month 1				August Month 2				September Month 3				October Month 4			
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Initial Meeting/ Candidate Profile	➤															
Draft Brochure		➤														
Brochure Approved/ Printed & Place Ads			➤													
Aggressive Recruiting							➤									
Final Filing Date							➤									
Preliminary Screening									➤							
Present Leading Candidates										➤						
Interviews													➤			
Reference/ Background Checks														➤		
Appointment																➤
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Cost

Professional Services

Our professional fixed fee covers all CPS HR services and deliverables associated with **Phases I, II, and III** of the recruitment process. We will conduct five full recruitments for the City for a fixed flat fee. We will conduct the City Manager recruitment for a flat fee of \$25,000 and four additional recruitments at a cost of \$18,750.

Professional Fixed Flat Fee	
Professional Services Full Recruitment (Fixed Flat Fee) – Five recruitments	\$100,000
Not-to-Exceed Total	\$100,000

**Professional fees and reimbursable expenses would be billed and paid monthly.*

Optional: Recruitment Video

In addition to the standard recruitment brochure, CPS HR can develop a recruitment video to attract a wider range of applicants. More than 63% of organizations are now using visual media to attract the attention of job seekers, convey the culture of the organization, and effectively expand the talent pool. For this approximately three-minute video, CPS HR will arrive onsite to film footage of the work place and community, as well as conduct onsite interviews with selected employees. This video is optional and costs **\$3,500**, in addition to the Not-to-Exceed Total above.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF AUTHORIZING THE }
INTERIM CITY MANAGER TO ENTER INTO }
AN AGREEMENT WITH CPS HR }
CONSULTING FOR RECRUITMENT }
SERVICES RELATED TO THE VACANT }
POSITIONS OF CITY MANAGER, CHIEF }
OF POLICE, FIRE CHIEF, MUNICIPAL }
SERVICES DIRECTOR, AND }
DEVELOPMENT SERVICES DIRECTOR, IN }
AN AMOUNT NOT TO EXCEED \$100,000 }**

RESOLUTION NO. 2021-

WHEREAS, the City Council passed a motion on June 22, 2021 authorizing the Interim City Manager and Interim City Attorney to enter into a professional services agreement with a recruitment firm to conduct an executive recruitment for the position of City Manager, Chief of Police, Fire Chief, Development Services Director, and Municipal Services Director in an amount not to exceed \$100,000 from Fund 110 "General Fund" unassigned reserves to account number 110-10-109.43060_039 "Contract Services Executive Recruitments" for the retention of a recruitment firm to conduct an executive recruitment; and

WHEREAS, on July 1, 2021, the City issued a Request for Qualifications ("RFQ") to conduct an executive recruitment for the positions of City Manager, Chief of Police, Fire Chief, Development Services Director, and Municipal Services Director; and

WHEREAS, engaging a professional recruitment firm that has extensive experience in attracting outstanding executive talent will provide the City of Turlock with qualified candidates for these positions; and

WHEREAS, according to the Turlock Municipal Code Section 2-7-08(f), the Interim City Manager is authorized to enter into contracts for professional, consultant, and maintenance services where the amount does not exceed Twenty-Five Thousand and no/100ths (\$25,000) Dollars, or such other amounts as the City Council may designate. Staff is requesting authorization for the Interim City Manager to engage in a contract with CPS HR Consulting for these five positions in an amount not to exceed \$100,000 (See Exhibit A).

NOW, THEREFORE, BE IT RESOLVED that the City Council of Turlock does hereby approve an agreement with CPS HR Consulting for executive recruitment services for the positions of City Manager, Chief of Police, Fire Chief, Municipal Services Director, and Development Services Director, in an amount not to exceed \$100,000.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock on this 10th day of August, 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Staff Report

August 10, 2021



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

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

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

- Motion: Awarding bid and approving an agreement in the amount of \$31,894,398 (Non-General Fund - Fund 420) with Mountain Cascade Inc. of Livermore, California for construction of City Project No. 18-69 "Surface Water Distribution System Improvements"
- Motion: Approving a procurement agreement for purchase of pumps, electrical motors, and variable frequency drives with Patterson Pump Company of Toccoa, Georgia in the amount of \$832,985 (Non-General Fund - Fund 420) for City Project No. 18-69 "Surface Water Distribution System Improvements"
- Motion: Approving a Purchase and Sale Agreement with Good Shephard Lutheran Church for property located at 3500 North Quincy Road for City Project No. 18-69 "Surface Water Distribution System Improvements"
- Motion: Approving Amendment No. 6 to an Agreement with Carollo Engineers of Walnut Creek, California in the amount of \$1,315,261 (Non-General Fund - Fund 420) for engineering services during construction for City Project No. 18-69 "Surface Water Distribution System Improvements"
- Motion: Approving an Agreement with West Yost Associates of Davis, California in the amount of \$2,181,055 (Non-General Fund - Fund 420) for construction management services for City Project No. 18-69 "Surface Water Distribution System Improvements"

2. SYNOPSIS:

Approving agreements for construction, purchase of pumps, motors, and variable frequency drives, purchase of property, engineering services during construction,

construction management, and appropriating funds for City Project No. 18-69 "Surface Water Distribution System Improvements."

3. DISCUSSION OF ISSUE:

As members of the Stanislaus Regional Water Authority (SRWA), the City of Turlock and the City of Ceres have been working with Turlock Irrigation District (TID) to develop a Regional Surface Water Supply Project (RSWSP) which, when completed, will produce raw water for TID and treated water for use by the cities. In June 2020, both the City of Turlock and the SRWA Board voted to move forward with the RSWSP which will include design and construction of treatment and conveyance facilities providing 15 million gallons of treated drinking water per day (10 MGD for Turlock, 5 MGD for Ceres). The SRWA has executed a contract with Jacobs Engineering to design and build the RSWSP; and design and construction is now in progress.

On December 11, 2018, the City Council approved an agreement with Carollo Engineers to provide preliminary design services for City Project No. 18-69 "Surface Water Distribution System Improvements." The project is necessary in order to receive, store, pump, and distribute the new surface water supply into the City's existing distribution system. The main components of the project's base bid scope includes:

- 12,000 lineal feet of pipelines up to 54 inches in diameter to convey treated surface water to the City's potable water distribution system
- A 40-foot-tall concrete tank with 2.3 million gallons of storage volume
- Booster pump station housed in a building to convey 10 MGD of treated surface water from SRWA to the City's distribution system
- Surge tank to prevent damage to City facilities
- Emergency diesel-fired generator to provide power to the pump station in case of an electrical outage
- Overflow retention basin for storage of an entire tank volume
- Storm drain pump station and piping to convey drained tank water and storm run off to the City's existing storm drain system on Christoffersen Parkway.
- Three (3) pressure reducing valves at the connection points to City's existing distribution system

Construction Contract

Carollo Engineers has completed the project plans and specifications. The contract plans consist of 213 sheets and the project specifications consist of 2,342 pages. The engineer's estimated bid amount was \$37,300,000. The City Council authorized staff to advertise the project for construction in the May 25, 2021 City Council meeting. Staff advertised the project for construction bids on June 5, 2021 both in the Turlock Journal and on the City's website.

The basis of the award of the contract is the lowest base bid amount submitted by a responsible bidder meeting the minimum experience qualifications who is also responsive to all proposal requirements. The project specifications stipulate that the contractor must meet the following minimum qualifications:

- Construction of at least one concrete tank greater than or equal to 1,500,000 gallons in the last 10 years
- Construction of at least one pump station with a design flow rate of 4 million gallons per day in the last 10 years.
- Construction of at least 1 mile of pipeline 24-inches or larger in diameter in the last 10 years.
- Construction of at least one similar project with a total construction cost of \$10,000,000 or more in the last 10 years

Six (6) construction proposals were received prior to the submission deadline on July 15, 2021. City staff has evaluated the construction proposals and has determined that the low bidder, Mountain Cascade, Inc. of Livermore, California has met the qualification requirements and was responsive to all requirements of the bid solicitation.

Bid Summary:

#	BIDDER	BASE BID	BID ALT. A	BID ALT. B	BID ALT. C
1	Mountain Cascade, Inc.	\$32,554,658	(\$111,000)	(\$ 660,260)	(\$132,000)
2*	Garney Construction*	\$36,124,630	(\$121,000)	(\$ 668,137)	(\$448,000)
3	WM Lyles	\$36,878,060	(\$ 11,110)	(\$ 692,770)	(\$205,270)
4	Ranger Pipelines	\$37,141,936	(\$100,000)	(\$1,056,800)	(\$ 50,000)
5	Steve P. Rados	\$37,680,937	(\$118,000)	(\$ 830,000)	(\$417,000)
6	Myers & Sons Construction	\$41,922,000	(\$100,000)	(\$ 150,000)	(\$150,000)

*Garney Construction was non-responsive to the requirements of the bid solicitation due to providing incomplete subcontractor and equipment forms.

The bid solicitation included three alternates which, if accepted, would remove certain items from the scope of work and reduce the total contract amount. A description of the three bid alternates appears below:

- Bid Alternate A - Eliminate Future Switchgear for Pump Station Expansion

The initial phase of the RSWSP project will provide up to 15 million gallons per day (MGD) of treated surface water (10 MGD to Turlock, 5 MGD to Ceres). After completion of the initial phase, SRWA may engage in an expansion project to the RSWSP to increase capacity to a total of 45 MGD (30 MGD to Turlock, 15 MGD to Ceres). The timing of the future expansion is unknown and is dependent on treated surface water demand, financing, permitting, and water rights on the Tuolumne River. The City's terminal tank and pump station site include space for an additional concrete storage tank and additional pumps to be added at a later time and to be coordinated with an expansion of the RSWSP to increase the pumping capacity of the pump station to match the future expansion of the RSWSP. The base bid price for the City's current project includes all electrical switchgear components necessary for not only the initial flowrate of 10 MGD to Turlock, but for the future buildout flowrate of 30 MGD. While a majority of the switchgear would not be in use with this initial phase, the project design team elected to include it in the base bid as doing so assures that that current and future breakers are made by the same manufacturer and same model family which will assure functionality. Providing all the switchgear with the current project also provides redundancy in case of equipment failure and uncomplicates the automated controls implementation that would result from utilizing different breaker manufacturers and/or available breaker models if constructed at different times. Accepting Bid Alternate A would result in a *reduction* of the base bid in the amount of \$111,000. Staff recommends that Bid Alternate A be rejected and that the full switchgear for current and future buildout be provided as part of this project.

- Bid Alternate B - Eliminate Retention Basin Pump Station, 15-inch Storm Drain Pipeline, Storm Drain Manholes, and Associated Work

The retention basin to be provided with this project is necessary to empty water from the storage tank for maintenance or water quality purposes, as well as store site run off water due to storm events. The base bid includes a small pump station near the retention basin as well as a 15 inch diameter storm drain pipeline, manholes, and associated work to provide the City with the ability to quickly drain water from the retention basin. These improvements provide operational flexibility to City staff. Carollo Engineers evaluated how long it would take for the retention basin to be drained without a pump station, piping, or connection to the City's existing storm system. Percolation testing and calculations were performed which indicate that water from an entire tank volume will naturally percolate in 9 days. A 50 year, 24 hour storm event would percolate in 1 day. Therefore, the scenario resulting in

the longest duration is 10 days to drain an entire tank volume during a 50 year, 24 hour storm event. Accepting this bid alternate would rely upon natural percolation to drain the retention basin and eliminate the basin's pump station, storm drain pipeline, manholes and associated work and result in a *reduction* of the base bid in the amount of \$660,260. Staff recommends that Bid Alternate B be accepted and that the storm pump station, pipeline, manholes, and associated work be eliminated. City operations staff believes that the maximum 10 day period to drain the retention basin is reasonable without the assistance of a pump station to quickly drain the basin. Additionally, as the City will be in possession of the entire 19.09 acre site at 3500 N. Quincy Road, there is an opportunity to place temporary pumps and piping to drain the basin to the field to the east should the need arise to quickly drain the basin.

- Bid Alternate C - Eliminate Phase 2 Commissioning – Temporary Pumping to the Distribution System and Associated Work

The project scope includes two phases of commissioning:

- Phase 1 commissioning includes installation of temporary piping to perform a 7-day test to pump clean water in a loop between the tank and booster pump station. Phase 1 commissioning assures that the pump station controls and other related systems are working properly before discharging new surface water supply to the distribution system.
- Phase 2 commissioning includes temporary pumps and piping to deliver surface water at a reduced flow rate below the capabilities of the permanent pumps provided with the project. The City contracted with Confluence Engineering Group of Seattle, Washington to study the integration of the City's potable groundwater with treated surface water. Confluence provided a technical memorandum that includes recommendations to mitigate risks of discolored water events and metals release attributed to shifts in the distribution system with the introduction of surface water. Confluence recommends that the new surface water supply be introduced slowly to avoid sudden chemical or hydraulic changes. Confluence's recommended schedule includes a stepped approach where surface water is introduced at a rate of 0.8 MGD for 7 days, increased to 1.7 MGD for 7 days, increased to 2.5 MGD for 7 days, increased to 3.33 MGD for 39 days, then increased to 3.7 MGD for 30 days. The permanent booster pumps provided with this project are not able to operate below 4 MGD, therefore the base bid scope requires the contractor to provide a small,

temporary pump and discharge line to deliver flow per Confluence's recommended approach to slowly ramp up surface water flow to 3.7 MGD. The base bid includes Phase 2 commissioning. Staff has discussed the challenges and costs associated with requiring the contractor to provide a temporary pump and discharge line to meet the recommended ramp up schedule with Confluence. Confluence responded that it is not possible to quantify the potential for discolored water events if their recommendations were not followed and the initial surface water flowrate began at the lowest flowrate of the permanent pumps at 3.7 MGD, though the risk of these events would increase. However, they did state that if the City performed other measures, such as preventative flushing in the areas that will have higher percentage of surface water and continuing sentinel and PRS monitoring stations (designed to capture water samples representative of a household plumbing system), the potential for discolored water events would be reduced. Accepting this bid alternate would eliminate Phase 2 commissioning, including the temporary pump and discharge line, resulting in a reduction of the base bid in the amount of \$132,000. Staff recommends that Bid Alternate C be rejected and that Phase 2 commissioning remain a feature of the project to slowly introduce surface water in the first month of operation as recommended by Confluence Engineering Group.

Staff recommends that the City Council award the construction contract to Mountain Cascade, Inc. of Livermore, California in the amount of \$31,894,398, which includes rejection of Bid Alternates A and C and acceptance of Bid Alternate B, as shown in the table below:

BIDDER	BASE BID	BID ALT. A	BID ALT. B	BID ALT. C
Mountain Cascade, Inc.	\$32,554,658	(\$111,000) REJECT	(\$ 660,260) ACCEPT	(\$132,000) REJECT
TOTAL CONTRACT PRICE	\$31,894,398			

Purchase of Pumps, Electric Motors, and Variable Frequency Drives (VFDs)

The City Council approved the sole source procurement of pumps, motors, and VFDs for the proposed booster pump station in the May 25, 2021 Council Meeting per Resolution 2021-091. Patterson Pumps are installed at the City's other water storage tank sites and by matching existing equipment, maintenance costs are reduced due to interchangeable parts, familiarity of the equipment, and decreasing the need to stock inventory from different manufacturers. Sole source procurement allows the City to obtain equipment

when it is only available through a single vendor. In this case, Thomas & Associates of Novato, California is the only authorized vendor of Patterson Pumps in this region. As motors and VFDs are integral to the pump package and must be factory tested with the pumps to meet the project requirements, the motors and VFDs are also to be procured with the same agreement as the pumps. Motors and VFDs are not required to be from a single specified manufacturer. Thomas & Associates will provide the lowest cost motors and VFDs that meet the specification requirements.

Prior to the July 14, 2021 due date and time, Thomas & Associates submitted a bid package in response to the pumps, motors, and VFD bid solicitation. While Thomas & Associates is the vendor for the pump, motor, and VFD equipment, the proposed agreement is between the City and Patterson Pump Company, as Patterson Pump Company requires the agreement to be made directly with them. After all project agreements have been executed, the procurement agreement for pumps, motors, and VFDs will be assigned to Mountain Cascade, Inc. by way of the change order process. Mountain Cascade, Inc. will then take responsibility to coordinate with the vendor for the delivery, testing, and installation of the equipment.

Directly procuring the pumps, motors, and VFDs will allow the City to expedite the completion of the booster pump station, which is on the critical path for project completion. Staff recommends that the City Council approve a procurement agreement for purchase of pumps, electrical motors, and variable frequency drives with Patterson Pump Company of Toccoa, Georgia in the amount of \$832,985 for City Project No. 18-69 "Surface Water Distribution System Improvements."

Purchase and Sale Agreement with Good Shephard Lutheran Church for property located at 3500 North Quincy Road

The terminal tank, booster pump station, retention basin, emergency generator, SRWA facilities for communication, and related mechanical, electrical, and instrumentation improvements are all designed to be located on a parcel at 3500 N. Quincy Road currently owned by the Good Shephard Lutheran Church (Church). City staff have been communicating with the Church since as early as 2014 regarding the City's project.

In September 2020, City staff transmitted the first written offer to the Church for a partial acquisition of 7.426 acres of the total 19.09 acre property. In February 2021, City staff learned that the Church was open to selling the entire 19.09 acre parcel. City staff evaluated the advantages of purchasing the entire property and presented the option to the City Council in closed session on February 23, 2021. Council authorized staff to submit a revised offer to purchase the entire parcel as the increased property costs are offset as a result of a reduction in scope of the construction contract to shorten

pipeline lengths and avoid replacement of TID-owned infrastructure near the eastern and southern borders of the site. On June 22, 2021, Council authorized staff to accept a counter offer to add terms of sale for the purpose of finalizing the Purchase and Sale Agreement. The final Purchase and Sale Agreement before Council for approval stipulates a purchase price of \$1,000,000 for the 19.09 acre parcel, payment of property tax back to November 1, 2020, and reimbursement up to \$5,000 to the Church for an independent appraisal it obtained, in accordance with Code of Civil Procedure section 1263.025. Staff recommends approval of the proposed Purchase and Sale Agreement.

Approving Amendment No. 6 to an agreement with Carollo Engineers in the amount of \$1,315,261 for engineering services during construction

Carollo Engineers has provided preliminary design, final design, grant application, shifting the design of improvements to accommodate purchase of the entire terminal tank parcel, developing Supervisory Control and Data Acquisition (SCADA) standards, SCADA master plan, and SCADA programming and implementation tasks. Carollo Engineers has diligently worked to complete these tasks on time and on budget and to the satisfaction of City staff.

The design process continues during construction for complex projects such as this. Final project drawings, plans, and written specifications are prepared in order to allow a basis for competitive bid and award of a contract to a responsible and responsive construction contractor submitting the lowest price. The application and interpretation of contract documents continues throughout the construction process. Engineering Services During Construction (ESDC) consists of reviewing and responding to the construction contractor's submittals, requests for information, and proposed changes orders, as well as preparing design clarifications and attending construction progress meetings. These are engineering decisions that directly impact and modify the final design based on actual conditions encountered during the construction process.

Carollo Engineers has submitted a proposal to provide ESDC for the project spanning 18 months of active construction and a 7-month long start-up and commissioning phase. As the design engineer, Carollo Engineers understands the design intent and can interpret the contract documents to make sure the responses to the contractor's inquiries and proposed changes meet the overall project objectives developed during the preliminary and final design phases. City staff has evaluated the scope and budget prepared by Carollo Engineers and recommends council approval of Amendment No. 6 for ESDC in the amount of \$1,315,261.

Carollo Engineers Amendment History:

	Council Approval	Scope	Amount
Original Agreement	December 11, 2018	Preliminary design	\$ 479,086
Amendment No. 1	June 23, 2020	Final design	\$ 2,199,486
Amendment No. 2	August 11, 2020	WaterSMART grant application	\$ 32,664
Amendment No. 3	September 22, 2020	SCADA standards	\$ 159,940
Amendment No. 4	November 10, 2020	Long lead equipment procurement support	\$ 374,574
Amendment No. 5	March 23, 2021	Update design to shift improvements west, SCADA programming and implementation	\$ 1,896,809
Amendment No. 6	August 10, 2021	Engineering services during construction	\$ 1,315,261
		TOTAL	\$ 6,457,820

Approving an Agreement with West Yost Associates of Davis, California in the amount of \$2,181,055 for construction management services

City Engineering advertised a RFP for construction management (CM) services on the City's website in June 2021. The scope of work includes the following activities over an 18 month active construction period, followed by a 6 month start-up and commissioning phase:

- Full time inspection
- Structural observation
- Weekly construction progress meetings
- Tracking contract time
- Public outreach
- Labor compliance
- Construction progress reporting
- Materials testing
- Construction schedule review
- Maintain project records
- Document, review, and recommend approval of progress payments and change order items
- Final project inspection and acceptance

Three proposals were received on June 30th from Carollo Engineers, Inferrera Construction Management, and West Yost Associates. Proposals were evaluated by a review panel of three individuals, namely Carl Brown

(Utilities Manager / Interim Municipal Services Director), Stephen Fremming (Principal Civil Engineer), and Randy Jones (Associate Engineer).

The RFP provided the following evaluation criteria for CM proposals:

1. Qualifications, competence, abilities, and knowledge of CM team
2. Experience to provide the specified services
3. Record of the consultant in accomplishing similar work within budget
4. Completeness of proposal
5. Financial responsibility
6. Consultant fees

Government Code Title 1, Division 5, Chapter 10 defines a qualifications-based selection process for contracts with private architectural, engineering, land surveying, and construction management firms. Professional services agreements are not evaluated solely on the basis of the lowest price, as is the case for construction projects. Construction projects have a well-defined scope of work where the quantity and type of materials are specified in the contract documents. However, professional services such as architectural, engineering, land surveying, and construction management depend upon the firm's understanding of the goals and objectives of the project which require professional judgement and often results in varying approaches and levels of effort. The Government Code allows price to be considered such that the services are performed at a fair and reasonable price. The RFP required that proposers submit their price in a separate sealed envelope to allow the review panel to form its initial opinions based on the qualifications in the proposal without being influenced by price. As consultant fees are listed as an evaluation criterion in the RFP, the envelopes containing each proposer's fee for CM services were opened and reviewed at the end of the evaluation process.

After each review panel member reviewed written proposals, the review panel interviewed each firm in-person on July 20, 2021. Interviews were approximately one hour in duration and consisted of a short presentation by each firm followed by a question and answer dialog with written questions prepared by City staff beforehand to better understand each firm's approach and proposed scope of services. Each firm demonstrated they are all well qualified to perform the needed construction management work, though the review panel determined West Yost Associates of Davis, California to be the highest-ranking consultant. West Yost demonstrated that they have a good understanding of the needs and challenges of the project, have adequate and relevant experience, and have identified resources to meet and exceed the City's needs for the project. West Yost Associates performed construction management services on the recently completed City Project No. 17-22 "North Valley Regional Recycled Water Program – Turlock Component," which resulted in the construction of over

7 miles of 42-inch diameter recycled water pipeline. The NVRRWP project was successful as the overall team, including West Yost Associates, Carollo Engineers, City Staff, and Ranger Pipelines, were able to work together effectively to make sure the project was built accurately, safely, efficiently, with high quality workmanship, and with few change orders. West Yost Associates brings their experience on the NVRRWP to the surface water distribution system project and will work with many of the same stakeholders involved with this project, namely the City, Carollo Engineers, Stanislaus County, and TID.

All firms provided a level of effort table consisting of the estimated hours of each firm's employees and a fee letter which includes employee's hourly rates and includes other direct costs such as sub-consultants (i.e. materials testing, public outreach, etc.) which total to a not-to-exceed maximum price. A modified level of effort table and resulting not-to-exceed maximum price was provided after the initial proposal submittal during the final negotiation stage. City staff have confirmed it to be fair and reasonable given the scope of services to be performed. City staff recommend that Council award a contract in the amount of \$2,181,055 to West Yost Associates of Davis, California for construction management services.

The City of Turlock's surface water distribution facility project must be ready to accept and convey the new treated surface water supply to the City's distribution system prior to substantial completion of the RSWSP constructed by Jacobs for the SRWA. City staff have coordinated with SRWA and Jacobs to better understand the actual schedule for construction of the RSWSP and have determined that the following are needed to be constructed for the City's project:

- By January 1, 2023, complete the following:
 - Terminal tank and related piping, valves, instrumentation, and controls
 - Electrical room in the pump station building
 - SRWA control room within the pump station building
 - SCADA system
 - Storm drain basin
- By March 1, 2023, complete the following:
 - Pump station

The construction project specifications have incorporated the above interim milestones as contract requirements. If the milestones are not completed in time, deductions may be made from City's construction contract in the form of delay damages. Delay damages are included as a provision of public works contracts to compensate the City for direct and indirect costs relating to delays caused by the contractor and are a fixed cost identified in the agreement for each calendar day beyond the required milestone completion dates. If the City's project is not completed per the specified milestones and the SRWA project is not able to begin

pumping to the City's terminal tank and pump station, the City may be subject to monetary risk should a delay claim by Jacobs be warranted with their agreement with SRWA. Jacobs would need to prove financial harm for delays caused by the City, which could include idle equipment and workers, re-mobilization, loss of production, extended overhead, and re-disinfection/water quality impacts. Based on an independent schedule created by Carollo Engineers, and barring any unforeseen conditions, it is likely that the City's project will not cause delay to the RSWSP project if the proposed agreements for construction, purchase of pumps, motors, and VFDs, property acquisition, engineering services during construction, and construction management are awarded in the August 10th City Council meeting.

4. BASIS FOR RECOMMENDATION:

- A. Per the Public Contract Code, an Award of Bid must be made to the lowest responsive and responsible bidder. The project is necessary in order to receive, store, pump, and distribute the new surface water supply into the City's existing distribution system
- B. Council approved Resolution 2021-091 on May 25, 2021 to procure pumps, motors, and VFDs without compliance to formal bidding procedures pursuant to Turlock Municipal Code Sections 2-7-08(b)(2) and 2-7-08(b)(6). Directly procuring the pumps, motors, and VFDs will allow the City to expedite the completion of the booster pump station, which is on the critical path for project completion.
- C. Approval of an Agreement is required prior to the City purchasing property for capital improvement projects.
- D. Engineering Services During Construction are necessary to assure that the original design intent is maintained as requests for information are received and to allow the design engineer to maintain responsibility of the design through the completion of construction.
- E. Construction management services are necessary in order to confirm that the work is constructed in compliance with the project plans and specifications and prior to prescribed milestone dates.
- F. Funding is available for the improvements described herein.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund Monies will be used for this project.

The total estimated construction costs are displayed below:

Construction Contractor Bid Cost	
-- <i>Mountain Cascade, Inc.</i>	\$ 31,894,398
Construction Contingency	\$ 1,500,000
Pumps, Motors, VFDs	
-- <i>Patterson Pump Company</i>	\$ 832,985
Property Acquisition	\$ 1,020,000*
Construction Management	
-- <i>West Yost Associates</i>	\$ 2,181,055
Engineering Services During Construction	
-- <i>Carollo Engineers</i>	\$ 1,315,261
Contract Administration / Project Management	
-- <i>City Engineering</i>	\$ 250,000
Environmental Monitoring	
-- <i>Horizon Water and Environment</i>	\$ 75,000
Encroachment Permit Fees	
-- <i>Stanislaus County, City of Turlock</i>	\$ 75,000
Estimated Construction Costs Total	\$ 39,143,699

*The property purchase price is \$1,000,000. Staff estimates an additional \$20,000 will be needed for payment of the current owner's appraisal, property taxes back to November 1, 2020, plus closing costs, per the terms of the purchase and sale agreement

The project account for the subject project is 420-52-551.51356 "Surface Water Dist. Imp.-Terminal Facilities." The Fiscal Year 2021-22 budget includes an allocation of \$26,500,000 in this account number for this project. Construction of the project will begin in Fiscal Year 2021-22 but will span into Fiscal Years 2022-23 and Fiscal Year 2023-2024, as the project is estimated to conclude commissioning in the late summer of 2023. Staff anticipates that project expenses in Fiscal Year 2021-22 will range between \$18,000,000 and \$22,000,000, therefore, the existing budgeted amount of \$26,500,000 is sufficient for the planned expenses. If additional funding is needed in Fiscal Year 2021-22, an item will be agendized for consideration to appropriate available funds from Fund 420 Water Enterprise unallocated reserves.

On December 12, 2017, City Council adopted resolution number 2017-343 to implement a new schedule of water fees. The new schedule of water fees considered the City's cost share of the SRWA RSWSP and the City's local system improvements project to integrate surface water into the existing distribution system. The City's total projected cost share at time of the rate study was \$172,000,000. Now that the estimated costs of the local facilities project are known and the SRWA has entered into a design-build contract with Jacobs, it is apparent that the City's total cost share for the program as a whole is less than the projected cost at the time of the rate study. Additionally, the rate study assumed a 2% interest rate for the State Revolving Fund (SRF), but the actual interest rate for the loan is 1.2% resulting in a reduction in the financing cost. Therefore, the current budget and rate structure supports the cost of this project. There will be no additional impacts to water rate payers.

As part of the design process, and as approved in Amendment No. 2 with Carollo Engineers, the City applied for a WaterSmart grant in 2020. The subject project was not selected for WaterSmart grant funds. City Staff, with support from Carollo Engineers, will continue to investigate additional grant funding opportunities that may become available, such as grant funding through the American Rescue Plan Act (ARPA).

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

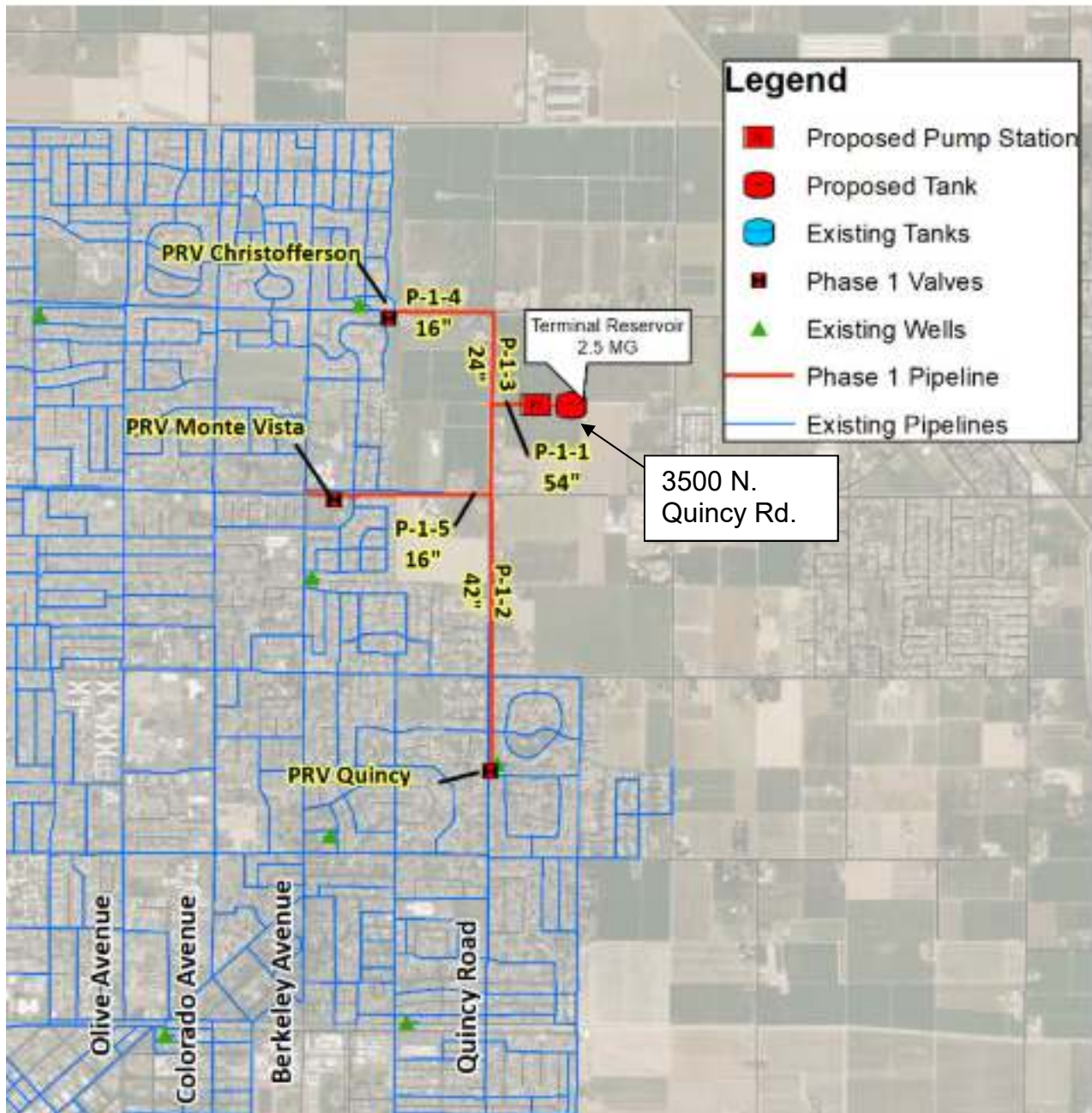
The SRWA surface water project includes a complete environmental assessment, including a Final Environmental Impact Report not only for the RSWSP, but also for the City's local distribution facilities. SRWA is the lead agency as concerns CEQA for this project and SRWA has completed all necessary CEQA actions and determinations. Therefore, no additional environmental determination is needed at this time.

8. ALTERNATIVES:

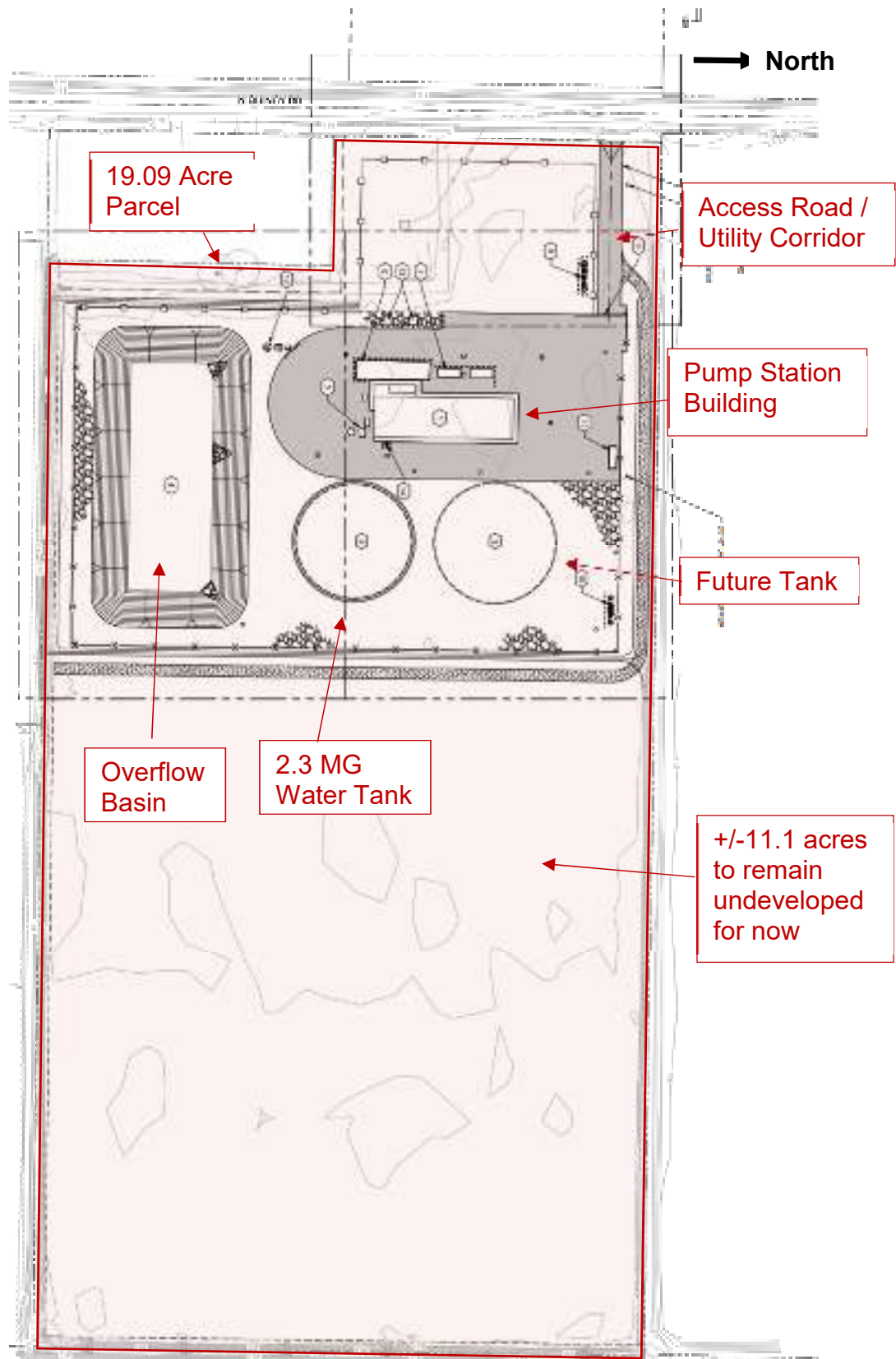
- A. Do not approve the award of bid of the construction contract. This alternative is not recommended as the project is needed to receive, store, pump, and distribute the new surface water supply into the City's existing distribution system in advance of the delivery of treated surface water from SRWA in the Spring of 2023. Should the award of the construction contract be delayed, the City would experience increased risk in the case that Jacobs Engineering experiences delay in starting up and commissioning the RSWSP as part of their contract with SRWA due to idle equipment and workers, re-mobilization, loss of production, extended overhead, and re-disinfection/water quality impacts.
- B. Council could choose to accept or deny Bid Alternates A, B, and/or C to the construction contract. Staff recommends that council only accept Bid Alternate B to eliminate the retention basin pump station, 15-inch storm drain pipeline, storm drain manholes, and associated work which results in a reduction of the base bid in the amount of \$660,260 and results in a construction contract in the amount of \$31,894,398. Accepting Bid Alternate A would result in an additional reduction of the base bid in the amount of \$111,000, though staff recommends that Bid Alternate A be rejected and that the full switchgear for current and future buildout be provided as part of this project as installing the switchgear for the future expansion would assure compatibility and will be less difficult and expensive to install now versus in the future. Accepting Bid Alternate C alternate would eliminate Phase 2 commissioning, including the temporary pump and discharge line, resulting in an additional reduction of the base bid in the amount

- of \$132,000. Staff recommends that Bid Alternate C be rejected and that Phase 2 commissioning remain a feature of the project to slowly introduce surface water in the first month of operation as recommended by the City's water supply integration consultant, Confluence.
- C. Do not approve the purchase of pumps, motors, and VFDs. This alternative is not recommended as Council approved Resolution 2021-091 on May 25, 2021 to procure pumps, motors, and VFDs without compliance to formal bidding procedures pursuant to Turlock Municipal Code Sections 2-7-08(b)(2) and 2-7-08(b)(6). Directly procuring the pumps, motors, and VFDs will allow the City to expedite the completion of the booster pump station, which is on the critical path for project completion. Patterson Pumps are installed at the City's other water storage tank sites and by matching existing equipment, maintenance costs are reduced due to interchangeable parts, familiarity of the equipment, and decreasing the need to stock inventory from different manufacturers.
 - D. Do not approve the Purchase and Sale Agreement for property acquisition. This alternative is not recommended as the terminal tank, booster pump station, retention basin, emergency generator, SRWA facilities for communication, and related mechanical, electrical, and instrumentation improvements are all designed to be located on the parcel to be acquired.
 - E. Do not approve Amendment No. 6 with Carollo Engineers for engineering services during construction. This alternative is not recommended because the services are necessary to assure that original design intent is maintained as requests for information are received and to allow the design engineer to maintain responsibility of the design through the completion of construction.
 - F. Do not approve a professional services agreement for construction management services with West Yost Associates. This alternative is not recommended because construction management services are necessary to confirm that the work is constructed in compliance with the project plans and specifications. West Yost Associates was ranked as the highest ranking consultant after the City's review panel evaluated proposals per the evaluation criteria contained in the RFP.

Project Location Map



Terminal Tank Site



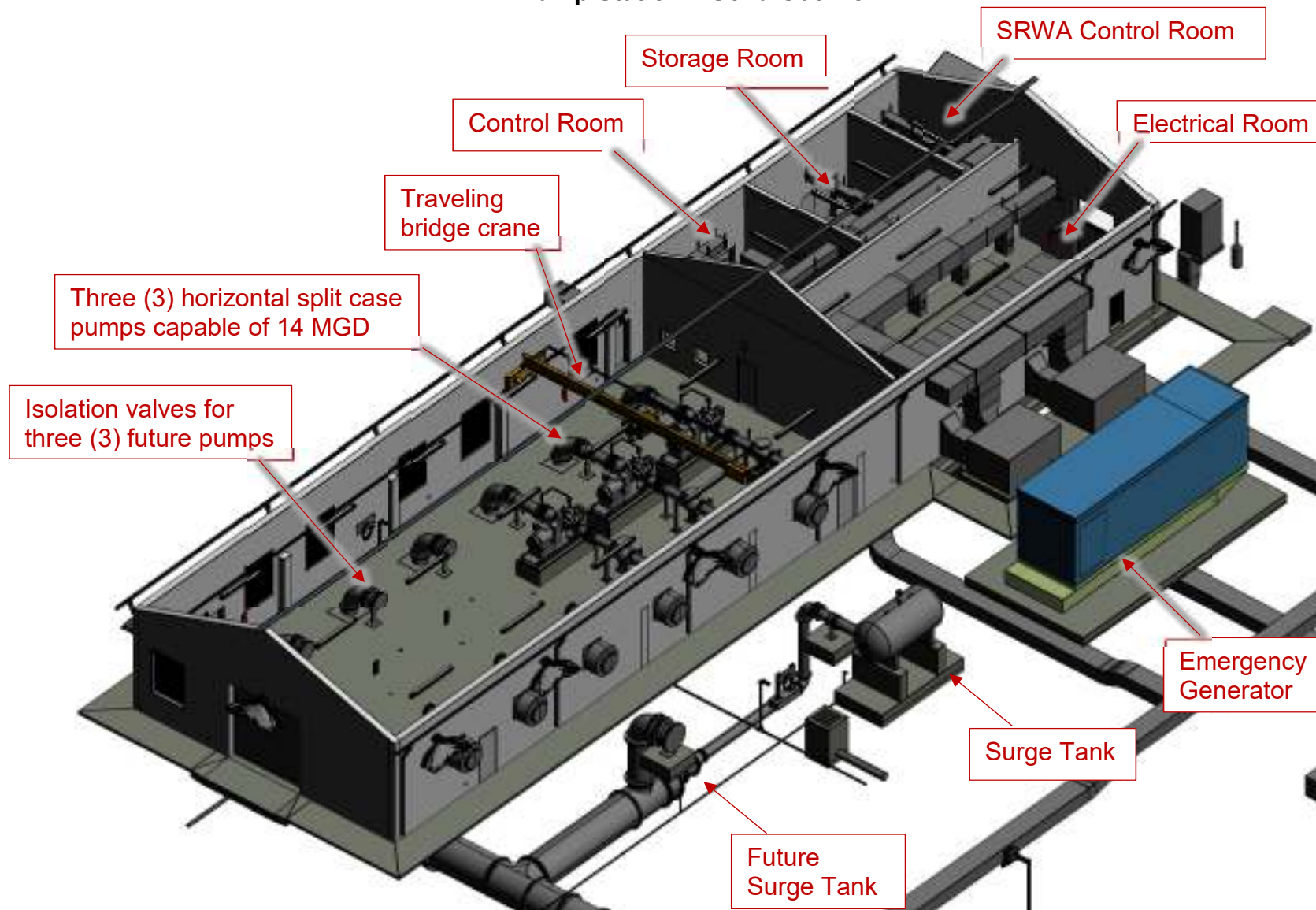
2.3 MG Concrete Storage Tank – Solid Outline



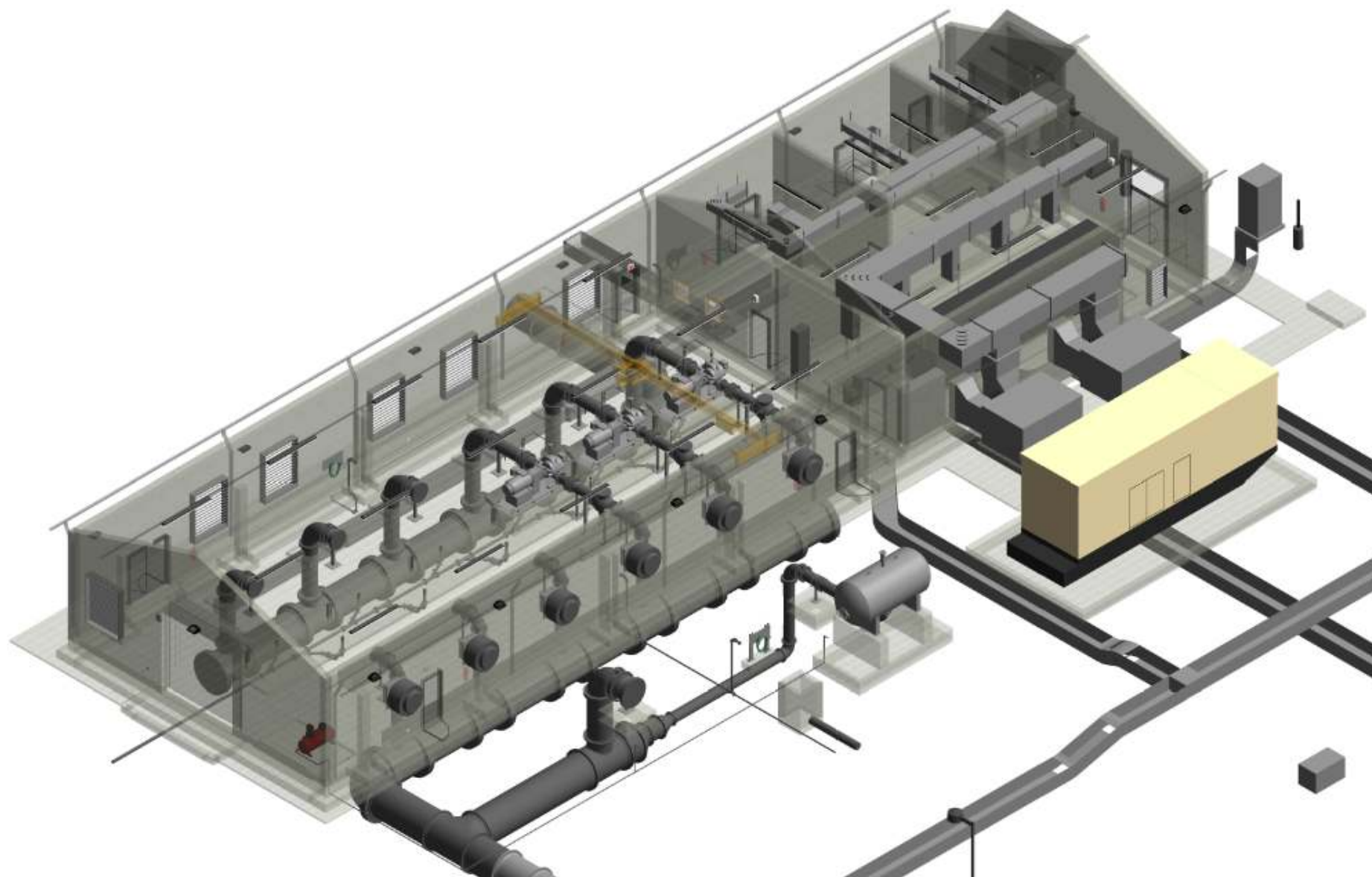
2.3 MG Concrete Storage Tank – Transparent



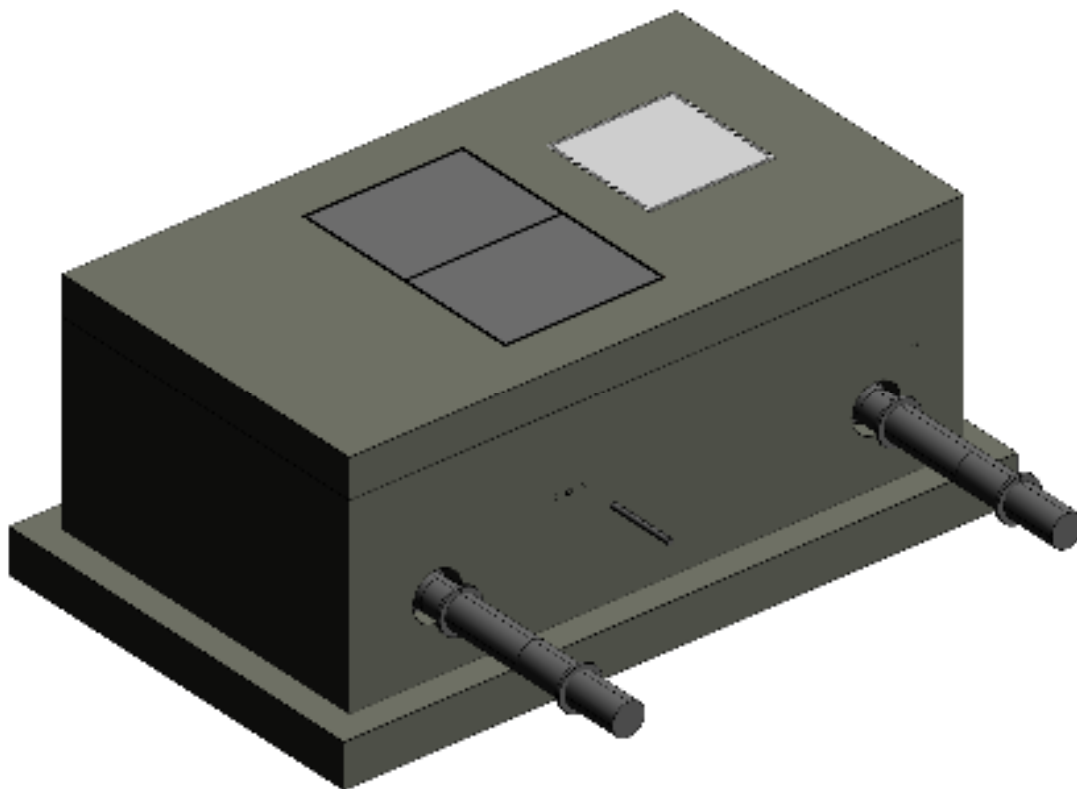
Pump Station – Solid Outline



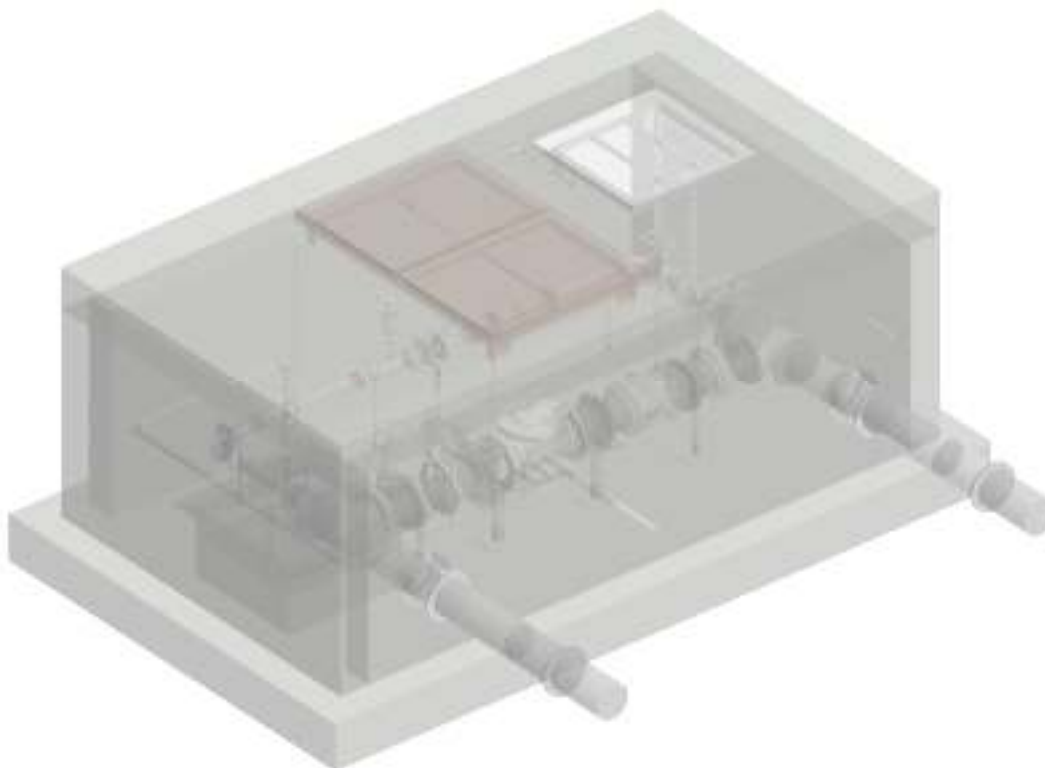
Pump Station – Transparent



Pressure Reducing Valve Vault – Solid Outline



Pressure Reducing Valve Vault – Transparent



DOCUMENT 00520

AGREEMENT

THIS AGREEMENT is by and between City of Turlock, a Municipal Corporation, (Owner) and Mountain Cascade, Inc. (Contractor). Owner and Contractor hereby agree as follows:

RECITALS

- A. Owner has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.
- B. A notice was duly published for bids for the contract for the improvements hereinafter described pursuant to Public Contract Code § 20164.
- C. On August 10, 2021, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be as the lowest responsive and responsible bidder for said improvements.
- D. Owner and Contractor desire to enter into this Agreement for the construction of said improvements.

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents for completion of the Project.

ARTICLE 2 - THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as constructing approximately 2.3 million gallon concrete tank, 12 million gallon per day pump station and building, detention basin and storm water pump station, 12,000 linear feet of 16-inch to 54-inch diameter potable water pipeline and appurtenances, 2,500 linear feet of 15-inch storm drain pipeline and manholes, three pressure reducing valve vaults, pavement improvements, associated grading, structural mechanical, electrical, and instrumentation equipment, and all work necessary to provide a complete and operational facility to convey treated potable water from the City's Terminal Tank to the potable water distribution system.

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by Carollo Engineers, Inc. ("Design Engineer").

- 3.02 The Owner will retain a construction manager ("Construction Manager" or "CM") to act as Owner's representative.
- 3.03 The term "Engineer" shall refer to either the Construction Manager or Design Engineer based on their roles as defined in Section 00800, SUPPLEMENTARY CONDITIONS, and their separate contracts with the Owner.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the essence:

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Calendar Days:

- A. The Work will be substantially completed within 665 calendar days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 695 calendar days after the date when the Contract Times commence to run.
- B. Parts of the Work shall be substantially completed consistent with the following Milestones:
1. Within 30 calendar days of Notice to Proceed, submit all equipment and materials submittals needed for the following: all piping, duct banks, and materials below the pump station slab, pump station electrical equipment submittals that impact pump station slab design, conduit, and all other submittals to start construction the pump station. Construction of the pump station is critical path for the project.
 2. Within 30 calendar days of Notice to Proceed, submit for review and approval the pipeline product data needed to order the materials for the terminal tank, pump station piping, and all off-site pipelines.
 3. Within 30 calendar days of Notice to Proceed, install construction trailers for Engineer and Construction Manager.
 4. Within 30 calendar days of Notice to Proceed, commence potholing of existing utilities per Section 02280. Complete potholing activities within 75 calendar days of Notice to Proceed.
 5. Within 60 days of Notice to Proceed, submit for review and approval generator product data needed to order the generator and the Authority to Construct application with the San Joaquin Valley Air Pollution Control District.
 6. Within 45 days of completing potholing, submit for review and approval pipeline layout drawings of the entire pipeline alignment. Portions of the alignment shall be submitted earlier where required beneath the pump station.
 7. By April 23, 2022 complete:
 - a. All ground disturbing work (including potable and storm drain pipelines, fiber optic conduit and pull boxes, cathodic protection, manholes, appurtenances and required temporary paving) in the following locations:
 - 1) Quincy Road from potable water pipeline stationing STA 100+00 to the 42-inch, 45-degree bend approximately at STA 114+29.

- 2) East Zeering Road from potable water pipeline stationing STA 216+00 to and including the connection to the 24-inch pipeline on Quincy Road.
- b. Installation and backfill of the following facilities:
 - 1) 54-inch potable water pipeline, cathodic protection facilities, fiber optic conduit and pull boxes, and appurtenances from the tee in Quincy Road to the 54-inch wye west of the Flow Meter.
 - 2) 15-inch storm drain including manholes and appurtenances from Quincy Road to adjacent to the 54-inch wye west of the Flow Meter.
- c. Testing and disinfection are not included in this milestone.
8. By January 1, 2023, complete construction, testing and commissioning of the following facilities:
 - a. Terminal tank and all ancillary facilities (influent piping from the flanged connection point at the control valve, drain piping, tank instrumentation and controls, etc.).
 - b. Electrical room in the pump station building.
 - c. SRWA control room within the pump station, finish wiring, power, and control systems.
 - d. SCADA system.
 - e. Storm drain basin, pump station, and pipeline.
9. By March 1, 2023 the Contractor shall complete Phase 1 Commissioning of the Terminal Tank and Booster Pump Station. Phase 1 Commissioning includes startup of the terminal tank and pump station by pumping to the terminal tank. Refer to specification 01756 for all requirements.
10. The Contractor shall assume treated water that meets DDW requirements will be delivered from the SRWA WTP to the terminal tank on April 15, 2023. The Contractor shall begin Phase 2 commissioning (i.e., temporary pumping to the distribution system) as defined in specification 01756 at this time.

4.03 Delay damages:

- A. Contractor and Owner recognize that time is of the essence as stated above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. Any deduction assessed as delay damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the Owner. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the Owner of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as damages for delay (but not as a penalty):
 1. Potable Water Distribution System Shutdowns for Tie-ins: Contractor shall pay Owner \$1,000 for each hour the potable water system is shut down beyond the duration identified in Section 01140-1.04 for completing tie-ins to the potable water distribution system.

2. Milestones:
 - a. April 23, 2022, January 1, 2023, and March 1, 2023.
 - 1) Contractor shall pay Owner ~~\$7,500~~ \$15,000^{AD2} for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified in this Agreement for completing the work identified in these Milestones until the work is complete.
 - b. Install construction trailers for Engineer and Construction Manager.
 - 1) Contractor shall pay Owner \$1,500 for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified in this Agreement for installing construction trailers for Engineer and Construction Manager until the work is complete.
 - c. All other milestones:
 - 1) Contractor shall pay Owner \$250 for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified in this Agreement until the work is complete.
3. Substantial Completion: Contractor shall pay Owner \$7,500 for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified in this Agreement for Substantial Completion until the Work is substantially complete.
4. Completion of Remaining Work: After substantial completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$2,500 for each calendar day that expires after such time until the Work is completed and ready for final payment.
5. Delay damages for failing to timely attain Milestones^{AD3} Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages:

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, a lump sum of:

Thirty-One Million Eight Hundred Ninety-Four Thousand Three Hundred Ninety-Eight and No/100th Dollars	\$31,894,398.00
(in words)	(figure)

1. All specific cash allowances are included in the above price and have been computed in accordance with paragraph 13.02 of the General Conditions.

- B. For all Work, at the prices stated by Contractor's Bid, Document 00410 - Bid Form is attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and processing of payments:

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Construction Manager as provided in the General Conditions.

6.02 Progress payments; retainage:

- A. Pursuant to Section 20104.50 of California Public Contract Code, Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment within 30 days after receipt during performance of the Work as provided in paragraphs below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:
 - 1. Pursuant to Section 22300 of California Public Contract Code, Contractor has the option to deposit securities with an Escrow Agent as a substitute for retention of earnings required to be withheld by Owner. For Escrow Agreement see Document 00602 Agreement §2230.
 - 2. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to delay damages, in accordance with the Contract:
 - a. 95 percent of Work completed (with the balance being retainage), pursuant to California Public Contract Code §7201. Release of all retention withheld shall occur within thirty-five (35) to sixty (60) days after the Notice of Completion has been recorded in compliance with the Code of Civil Procedure of the State of California.

6.03 Final Payment:

- A. Upon final completion and acceptance of the Work, in accordance with paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Construction Manager.

ARTICLE 7 - INTEREST

- 7.01 All amounts not paid when due shall bear interest at the legal rate unless otherwise specified according to California law.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Bidding Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all:
 - 1. Reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - 2. Reports and drawings relating to Hazardous Environmental Condition, if any, at or adjacent to the Site which has been identified in the Supplementary Conditions especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - 1. The cost, progress, and performance of the Work.
 - 2. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor.
 - 3. Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception, all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents:

- A. The Contract Documents consist of the following:
 - 1. Document 00100 - Advertisement for Bids.
 - 2. Document 00200 - Instructions to Bidders.
 - 3. Document 00520 - Agreement.
 - 4. Document 00610 - Performance Bond.
 - 5. Document 00615 - Payment Bond.
 - 6. Document 00700 - General Conditions.
 - 7. Document 00800 - Supplementary Conditions.
 - 8. Specifications as listed in the table of contents of the Project Manual.
 - 9. Drawings as listed on the sheet index.
 - 10. Addenda (numbers 1 to 3, inclusive).
 - 11. Current version of City Standard Drawings and Specifications published at the time bids are due.
 - 12. Exhibits to this Agreement (enumerated as follows):
 - a. Document 00410 - Bid Form completed by the Contractor.
 - b. Document 00434 - Proposed Subcontractors Form.
 - c. Document 00436 - List of Equipment Manufacturers.
 - d. Document 00451 - Construction Contractor's Required Qualifications and Statement.
 - e. Document 00452 - Affirmative Action Program Certificate.
 - f. Document 00456 - Non-Collusion Affidavit.
 - g. Document 00458 - Certification of Drug-Free Workplace Requirements.
 - h. Document 00500 - Iran Contracting Act Certification.
 - i. Document 00506 - Public Works Contractor Registration Certification.
 - j. Document 00823 - Escrow Bid Documents.
 - k. Conformed Bid.
 - 13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Document 00550 - Notice to Proceed.
 - b. Executed change orders.
- B. There are no Contract Documents other than those listed in this Document.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms:

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract:

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and

money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns:

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Procurement contract(s):

- A. Contractor is assigned the procurement contracts between the Owner/Buyer and the Seller for furnishing Goods and Services entitled below:
 - 1. Pump, Motor, and VFD Systems.
- B. Contractor shall offload the Goods upon delivery, supplying the labor and equipment needed for these purposes.

10.06 Contractor's Certifications:

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract:
 - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution.
 - 2. "Fraudulent practice" means an intentional misrepresentation of facts made:
 - a. To influence the bidding process or the execution of the Contract to the detriment of Owner.
 - b. To establish Bid or Contract prices at artificial non-competitive levels.
 - c. To deprive Owner of the benefits of free and open competition.
 - 3. "Collusive practice" means a scheme or arrangement between 2 or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels.
 - 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

- 10.07 In accordance with Section 1775, California Labor Code, Contractor shall forfeit to Owner, as a penalty, not more than \$50 for each calendar day, or portion thereof, for each worker paid, either by Contractor or any subcontractor, less than the prevailing rates as determined by the Director of California Department of Industrial Relations for the Work.
- 10.08 In the performance of the Work, a day's work shall be 8 hours of labor in any workday and 40 hours in any work week and any other work as required by Section 510, California Labor Code, and Contractor shall further conform to the requirements of Section 1813, California Labor Code, or forfeit to Owner, as a penalty, the sum of \$25 for each worker employed in the execution of the Work by Contractor or any subcontractor, for each day during which any worker is required or permitted to labor more than 8 hours in any workday or more than 40 hours in any 1 calendar week in violation of Section 510.
- 10.09 Contractor shall carry workers' compensation insurance and require subcontractors to carry workers' compensation insurance as required by Section 3700, California Labor Code.
- 10.10 Pursuant to California Labor Code Section 6705, excavation of any trench or trenches 5 feet or more in depth, involving estimated expenditures in excess of \$25,000 shall require, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection prepared by a registered civil or structural engineer.
- 10.11 Contractor registration:
- A. Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).
- 10.12 Pursuant to Section 1770 et seq., California Labor Code, the successful Bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations. A copy of such prevailing rate is on file at the offices of the City of Turlock, California which copy will be made available for examination during business hours to any party on request.
- 10.13 Contractor, by signing this Agreement, certifies the following: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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."
- 10.14 Nothing in this Agreement shall prevent Contractor or any Subcontractor from employing properly registered apprentices in the execution of the Agreement. Contractor shall have responsibility for compliance with California Labor Code Section 1777.5 for all apprenticeable occupations.
- 10.15 Other Provisions:
- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has

plainly shown all modifications to the standard wording of such published document to the Contractor, in the Supplementary Conditions.

10.16 Other Contracts:

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

10.17 Provisions Cumulative:

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

10.18 Notices:

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

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

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

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

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

10.19 Owner Contract Administrator:

- A. The Owner's contract administrator and contact person for this Agreement is:

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

10.20 Use of Owner Project Number

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on August 10, 2021 (which is the Effective Date of the Agreement).

CONTRACTOR:
MOUNTAIN CASCADE, INC.

OWNER:
CITY OF TURLOCK, a municipal corporation

By: _____

By: _____
Sarah Tamey Eddy, Interim City
Manager

Print Name

Date: _____

Address: _____

APPROVED AS TO SUFFICIENCY:

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

Phone: _____

APPROVED AS TO FORM:

Date: _____

By: _____
George A. Petrulakis, Interim City
Attorney

Federal Tax ID or Social Security No.

ATTEST:

By: _____
City Clerk

(Attach Contractor Seal Here)

END OF DOCUMENT

AD2 Addendum No. 2

AD3 Addendum No. 3

**SUPPLEMENTARY CONDITION (DOCUMENT 00800) AND GENERAL
CONDITIONS (DOCUMENT 00700)**

~~PROVIDED FOR REFERENCE ONLY~~

The agreement for this construction contract is different from the City's standard public improvement agreement template. The agreement references the EJCDC's General Conditions (Document 00700; see pages 2-73 of this document), with amendments made via Supplementary Conditions (Document 00800; see pages 74-111 of this document). This and all other past, large water/wastewater construction contracts designed by Carollo Engineers have all used this format.

The GSc and SCs provided here mirror those included on past City projects designed by Carollo Engineers. This format provides a robust specification package for large complicated projects and staff and past city attorneys have been OK with this approach as these specifications meet and exceed the requirements of the City's standard public improvement agreement.

Attention is specifically directed Article 6 of the GCs (pages 25-33 of this document) and SCs (pages 80-84 of this document) for bonding and insurance requirements included in the Supplementary Conditions.

Stephen Fremming
Principal Civil Engineer

DOCUMENT 00700
GENERAL CONDITIONS

STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

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(202) 347-7474
www.acec.org

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives:
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with

the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. Day:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
2. does not conform to the Contract Documents; or
3. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
4. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. Furnish, Install, Perform, Provide:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

- B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

- A. Preliminary Schedules: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and

responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Initial Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer:
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 - DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 Reference Standards

- A. Standards Specifications, Codes, Laws and Regulations:
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

- A. Reporting Discrepancies:
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
 - 2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or

discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent

- of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below:
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process,

except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

- A. Limitation on Use of Site and Other Areas:
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
 - 1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 - 2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

- b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
- 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
- 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 Underground Facilities

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 - 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 - 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 Hazardous Environmental Conditions at Site

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their

officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is

maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. **Commercial General Liability—Form and Content:** Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. **Automobile liability:** Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. **Umbrella or excess liability:** Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. **Contractor's pollution liability insurance:** Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. **Additional insureds:** The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and

any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 Owner's Liability Insurance

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 Property Insurance

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 Waiver of Rights

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below:
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written

communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site:
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.

- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or

Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when

necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.09 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Safety Representative

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 Shop Drawings, Samples, and Other Submittals

- A. Shop Drawing and Sample Submittal Requirements:
 - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 - 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 - 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. **Submittal Procedures for Shop Drawings and Samples:** Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require:
1. **Shop Drawings:**
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. **Samples:**
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. **Other Submittals:** Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. **Engineer's Review:**
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any

circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal;
6. the issuance of a notice of acceptability by Engineer;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by Owner.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities

for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 - OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor

shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the

work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 - OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 Furnish Data

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 Change Orders

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Limitations on Owner's Responsibilities

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 Undisclosed Hazardous Environmental Condition

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 Evidence of Financial Arrangements

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 Safety Programs

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 - ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 Rejecting Defective Work

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 Shop Drawings, Change Orders and Payments

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 - AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order:
 - 1. Change Orders:
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 - 3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

- b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 Change Proposals

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents:
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price

adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents

(including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 - CLAIMS

12.01 Claims

- A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*:
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services

required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.

- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if

requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid

Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 - PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. Applications for Payments:
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;

- c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. Reductions in Payment by Owner:

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld.

Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security,

operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction

period for that item may start to run from an earlier date if so provided in the Specifications.

- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored

at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is

submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 - FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this Article:
1. a timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 - MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 Computation of Times

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

END OF DOCUMENT

DOCUMENT 00800

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement Document 00700 - General Conditions. All provisions, which are not so amended or supplemented, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

SC-1.01 Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

Construction Manager - Person or entity designated by the Owner to provide construction management services for the Project.

Design Engineer - Carollo Engineers, Inc.

Final Completion - The Work is complete when it is ready for final payment as established by the Engineer's written recommendation of final payment as set forth in Paragraph 15.06.

ARTICLE 2 - PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01 B. and C. in their entirety and insert the following in their place:

B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

C. Evidence of Owner's Insurance: After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing

information contained in any policy or endorsement furnished under this provision.

SC-2.02 Copies of Documents

SC-2.02 Delete Paragraph 2.02.A. in its entirety and insert the following in its place:

- A. Owner shall furnish Contractor up to 5 printed copies of the Contract Conformed Documents (including 1 fully executed counterpart of the Agreement), and 1 copy in electronic portable document format (PDF). Additional printed copies may be made by the Contractor at the Contractor's expense.

SC-2.03 Before Starting Construction

SC-2.03 Replace Engineer with Construction Manager in paragraph 2.03A.

SC-2.04 Preconstruction Conference; Designation of Authorized Representative

SC-2.04 Delete Paragraph 2.04.A in its entirety and insert the following in its place:

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, Construction Manager, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

SC-2.04 Delete Paragraph 2.04.B. in its entirety.

SC-2.05 Initial Acceptance of Schedules

SC-2.05 Delete Paragraph 2.05A in its entirety and insert the following in its place:

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, Construction Manager, and others as appropriate, will be held to review for acceptability to Construction Manager as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Construction Manager.

- SC-2.05 In both the first and second sentence of paragraph 2.05.A.1, replace Engineer with Construction Manager.
- SC-2.05 In paragraph 2.05.A.2, replace Engineer with Construction Manager.
- SC-2.05 In paragraph 2.05.A.3, replace Engineer with Construction Manager.
- SC-2.06 Electronic Transmittals
- SC-2.06 Replace the first sentence of paragraph 2.06.A with the following:
- "Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, Construction Manager, and Contractor may transmit, and shall accept, Project-related correspondence..."
- SC-2.06 Delete Paragraph 2.06.B. in its entirety and insert the following in its place:
- A. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, Construction Manager, and Contractor shall jointly develop such protocols.

ARTICLE 3 - DOCUMENTS: INTENT, REQUIREMENTS, REUSE

- SC-3.02 Reference Standards
- SC-3.02 Delete Paragraph 3.02.A.2. in its entirety and insert the following in its place:
- A. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, Construction Manager, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, Construction Manager, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

- SC-4.01 Commencement of Contract Times; Notice to Proceed
- SC-4.01 Delete Paragraph 4.01.A. in its entirety and insert the following in its place:
- A. The time fixed for the commencement of such work is within (10) working days after the "Notice to Proceed" has been issued.
- SC-4.04 Progress Schedule
- SC-4.04 In Paragraph 4.04.A.1. replace Engineer with Construction Manager.
- SC-4.05 Delays in Contractor's Progress

SC-4.05 Replace the first sentence of Paragraph 4.05.A. with the following:

"If Owner, Engineer, Construction Manager, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance....."

ARTICLE 5 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-5.01 Availability of Lands

SC-5.01 Delete paragraph 5.01.C in its entirety and insert the following in its place:

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Contractor shall provide a letter signed by each property owner who has consented to allow Contractor's use of property to Owner at the end of the project stating that the Contractor has restored the property to an acceptable state and shall be submitted prior to the work considered to be complete and ready for final payment per Paragraph 15.06 of the General Conditions.

SC-5.01 Add the following new paragraph immediately after Paragraph 5.01.C:

D. Any Work performed in public rights-of-way or within public agency granted easements, in addition to conforming to the Contract Documents, shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the Work is located.

SC-5.02 Use of Site and Other Areas

SC-5.02 Delete Paragraph 5.02.A.2. in its entirety and insert the following in its place:

A. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, and Construction Manager and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, and Construction Manager, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

SC-5.03 Subsurface and Physical Conditions

SC-5.03 Replace the final sentence in paragraph 5.03.B. with the following:

Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner, Engineer, or Construction Manager or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:

1. Final Geotechnical Report, Turlock Water Distribution System Project, Prepared by Crawford & Associates, Inc, May 2021.

D. The following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner:

1. All available As-Built drawings are included in the Appendices.

E. Copies of reports and drawings identified in Document 00800 Supplementary Conditions that were not included with the Bidding Documents will be posted on the City's bidding website. Contractors may request copies of PDF documents by requesting them from Stephen Fremming, phone 209-668-5417, sfremming@turlock.ca.us.

SC-5.04 Differing Subsurface or Physical Conditions

SC-5.04 In the paragraph following 5.04.A.4., replace the first sentence with the following:

"then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner, Engineer, and Construction Manager in writing about such condition..."

SC-5.04 In Paragraph 5.04.C., replace the first sentence with the following:

"Owner's Statement to Contractor Regarding Site Condition: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer and Construction Manager) regarding the subsurface or physical condition in question..."

SC-5.05 Underground Facilities

SC-5.05 Replace Paragraph 5.05.A.1. in its entirety and insert the following:

1. Owner, Engineer, and Construction Manager do not warrant or guarantee the accuracy or completeness of any such information or data provided by others: and

- SC-5.05 Replace the final sentence of Paragraph 5.05.B. with the following:
"...identify the owner of such Underground Facility and given written notice to that owner and to Owner, Engineer, and Construction Manager."
- SC-5.05 Replace the first sentence of Paragraph 5.05.D. with the following:
" *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer and Construction Manager) regarding the Underground Facility....."
- SC-5.06 Hazardous Environmental Conditions at Site
- SC-5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:
- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner. Groundwater Quality data is included in Volume 4.
- B. Not Used.
- SC-5.06 Delete Paragraph 5.06.E. in its and insert the following in its place:
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner, Engineer, and Construction Manager (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- SC-5.06 Replace the first sentence in Paragraph 5.06.I. with the following:
"To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, Engineer, Construction Manager, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors...."

SC-5.06 Replace the first sentence in Paragraph 5.06J with the following:

" To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer, and Construction Manager, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors...."

ARTICLE 6 - BONDS AND INSURANCE

SC-6.01 Performance, Payment, and Other Bonds

SC-6.01 Delete Paragraph 6.01.D. in its entirety and insert the following in its place:

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner, Engineer, and Construction Manager, and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

SC-6.03 Contractor's Insurance

SC-6.03 Replace the first sentence in paragraph 6.03.G. with the following:

"Additional insureds: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner, Engineer, and Construction Manager and any individuals or entities identified in the Supplementary Conditions...."

SC-6.03 Replace the final sentence in Paragraph 6.03.I.3. with the following:

Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, Construction Manager, and each other insured under the policy.

Add the following new paragraph immediately after Paragraph 6.03.J:

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Employer's Liability:	
Bodily injury, each accident	\$ <u>1,000,000</u>
Bodily injury aggregate	\$ <u>2,000,000</u>
Foreign voluntary worker compensation	<u>Statutory</u>

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ <u>5,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury	\$ <u>2,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>2,000,000</u>

Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01. Contractor's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person	\$	<u>2,000,000</u>
Each accident	\$	<u>2,000,000</u>

Property Damage:

Combined Single Limit of	\$	<u>2,000,000</u>
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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. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

4. Excess or Umbrella Liability:

Per Occurrence	\$	<u>5,000,000</u>
General Aggregate	\$	<u>5,000,000</u>

5. Contractor's Pollution Liability:

Each Occurrence	\$	<u>1,000,000</u>
General Aggregate	\$	<u>2,000,000</u>

☐ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

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. All activities contemplated 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.

6. Contractor's Professional Liability:

Each Claim	\$	<u>1,000,000</u>
Annual Aggregate	\$	<u>1,000,000</u>

When applicable, Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

7. Additional Insureds: In addition to Owner include as additional insureds the following: Engineer; Construction Manager; and Stanislaus County, its officers, agents, employees, and servants.

L. Each policy shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance; and with respect to workers' compensation and employer's liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, Contractor shall require Contractor's insurance carriers to waive all rights of subrogation against Owner, Engineer, Design Engineer and Construction Manager and their respective officers, directors, partners, employees, subconsultants, and agents.

SC-6.04 Owner's Liability Insurance

SC-6.04 Delete Paragraph 6.04.B. in its entirety and insert the following in its place:

- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, Construction Manager, or third parties.

SC-6.05 Property Insurance

SC-6.05 Add the following new subparagraph after subparagraph 6.05.A.1:

- a. In addition to Owner, Contractor, and all Subcontractors, include as insureds the following: Engineer; Construction Manager; and Stanislaus County, its officers, agents, employees, and servants.

SC-6.05 Amend the first sentence of Paragraph 6.05.B to read as follows:

All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to the purchasing policyholder.

SC-6.06 *Waiver of Rights*

SC-6.06 Delete Paragraph 6.06.A. in its entirety and insert the following in its place:

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or Construction Manager or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer or Construction

Manager, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

SC-6.06 Delete only Paragraph 6.06.B (subparagraphs remain) and replace with the following:

- B. Owner waives all rights against Contractor, Subcontractors, Engineer, and Construction Manager, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for:

SC-6.06 Replace the final portion of paragraph 6.06.C. with the following:

"...against Contractor, Subcontractors, Engineer, Construction Manager, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them."

SC-6.06 Delete Paragraph 6.06.D. in its entirety and insert the following in its place:

- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and Construction Manager, and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.01 Supervision and Superintendence

SC-7.01 Delete Paragraph 7.01.B. in its entirety and insert the following in its place:

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner, Engineer, and Construction Manager except under extraordinary circumstances.

SC-7.02 Labor; Working Hours

SC-7.02 Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be 7:00 a.m. to 5:00 p.m.

2. Owner's legal holidays are New Year's Day, Martin Luther King, Jr. Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving/Day After Thanksgiving, Christmas Day.

SC-7.06 Concerning Subcontractors, Suppliers, and Others

SC-7.06 Add the following subparagraph immediately after 7.06.B:

1. Subcontracting: Contractor shall perform with Contractor's own organization work amounting to not less than 50 percent of the combined value of all items of the Work covered by the Contract.

SC-7.06 Delete Paragraph 7.06.I. in its entirety and insert the following in its place:

- I. Contractor shall be fully responsible to Owner, Engineer, and Construction Manager for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

SC-7.06 Delete Paragraph 7.06.K. in its entirety and insert the following in its place:

- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer, Owner, or Construction Manager except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

SC-7.06 Delete Paragraph 7.06.M. in its entirety and insert the following in its place:

- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner, Engineer, and Construction Manager.

SC-7.06 Delete Paragraphs 7.06.O.1. and 7.06.O.2. in their entirety and insert the following in their place:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner, Engineer, or Construction Manager, and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner, Engineer, or Construction Manager to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

SC-7.07 Patent Fees and Royalties

SC-7.07 Delete the second sentence in Paragraph 7.07.A. and replace with the following

If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner, Engineer, or Construction Manager, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

SC-7.07 Replace the first sentence of Paragraph 7.07.C. with the following:

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer, and Construction Manager, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors.

SC-7.09 Taxes

SC-7.09 Add the following new sentence and subparagraphs immediately after the last sentence of paragraph 7.09.A:

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

1. Use Tax Direct Payment Permits. Contractor shall apply for, obtain and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.
2. Purchases of \$500,000 or More. Contractor shall require vendors and suppliers located outside California from whom Contractor makes purchase of \$500,000 or more to allocate the use tax to the City.

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

SC-7.10 Replace Paragraph 7.10.A. in its entirety and insert the following in its place:

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer nor Construction Manager shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

SC-7.10 Replace Paragraph 7.10.B. in its entirety and insert the following in its place:

- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner, Engineer, and Construction Manager, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

SC-7.12 Safety and Protection

SC-7.12 Insert the following new sentence immediately after the second sentence of Paragraph 7.12.C:

The following Owner safety programs are applicable to the Work: Contractor's Safety Program.

SC-7.12 Delete Paragraph 7.12.D. in its entirety and insert the following in its place:

D. Contractor shall inform Owner, Engineer, and Construction Manager of the specific requirements of Contractor's safety program with which Owner's, Engineer's, and Construction Manager's employees and representatives must comply while at the Site.

SC-7.12 Delete Paragraph 7.12.E. in its entirety and insert the following in its place:

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner, Engineer, or Construction Manager or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

SC-7.14 Hazard Communication Programs:

SC-7.14.B Add the following paragraphs immediately after 6.15.A:

- B. Contractor shall promptly, and before the following conditions are disturbed, notify Owner and Engineer, in writing, of any:
 - 1. Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117, California Health & Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - 2. Subsurface or latent physical conditions at the site differing from those indicated in the Contract Documents.
 - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- C. Owner will promptly investigate the conditions, and where Owner finds the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contract Price, or in the Contract Time, or both, a Change Order will be issued in accordance with Document 00700, General Conditions.
- D. In the event a dispute arises as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contract Price, Contract Time, or both, Contractor shall not be excused from any scheduled completion date provided in the Contract Documents, but shall proceed with the Work.

SC-7.15 *Emergencies*

SC-7.15 Delete Paragraph 7.15.A. in its entirety and insert the following in its place:

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer and Construction Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

SC-7.16 Shop Drawings, Samples, and Other Submittals

SC-7.16 Delete the first sentence in Paragraph 7.16.D.1. and replace with the following:

Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer and Construction Manager.

SC-7.16 Delete the Paragraph 7.16.E.2 in its entirety and insert the following in its place:

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than two submittals. Engineer will record Engineer's time for reviewing a third or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

SC-7.20 Add the following paragraph immediately after Article 7.19

SC-7.18 Indemnification

SC-7.18 Replace the beginning of Paragraph 7.18.A. with the following:

"To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner, Engineer, and Construction Manager, and the officers, directors, members, partners, employees, agents, consultants and subcontractors....."

Add to the end of Paragraph 7.18.A. with the following:

" Contractor shall not be obligated to defend or indemnify City for City's own negligence or for the negligence of others."^{AD3}

SC-7.18 Replace the beginning of Paragraph 7.18.B. with the following:

"In any and all claims against Owner or Engineer or Construction Manager or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee....."

SC-7.19 Delegation of Professional Design Services

- SC-7.19 Replace the first sentence of Paragraph 7.19.B. with the following:
If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner, Engineer, and Construction Manager will specify all performance and design criteria that such services must satisfy.
- SC-7.19 Replace Paragraph 7.19.C. in its entirety and insert the following in its place:
Owner, Engineer, and Construction Manager shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner, Engineer, and Construction Manager have specified to Contractor all performance and design criteria that such services must satisfy.
- SC-7.19 Replace Paragraph 7.19.E. in its entirety and insert the following in its place:
Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner, Engineer, or Construction Manager.
- SC-7.20 City Business License
- SC-7.20 Add the following paragraphs immediately after Article 7.19 and insert the following in its place:
- E. A Stanislaus County business license is not required for this project.
 - F. Contractor shall obtain a City of Turlock business license prior to issuance of the Notice to Proceed. The cost of the business license is a up-front fee of eighty four dollars (\$84) plus fifty cents per thousand dollars in revenue received for work performed on the project, made payable on a semi-annual basis. Business Licenses are obtained through the Finance Division at Turlock City Hall, 156 S. Broadway, Suite 114. Additional information can be found on the City's website at <http://ci.turlock.ca.us/doingbusinessinturlock/businesslicenses/newbusinesslicense.asp>.
 - G. Full compensation for obtaining business licenses as specified above shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

ARTICLE 8 - OTHER WORK AT THE SITE

SC-8.03 *Legal Relationships*

- SC-8.03 Replace Paragraph 8.03.D. in its entirety and insert the following in its place:
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, Engineer, or Construction Manager then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by

arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner, Engineer, and Construction Manager, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 - OWNER'S RESPONSIBILITIES

SC-9.01 Communications to Contractor

SC-9.01 Amend the first sentence of paragraph 9.01.A to read as follows:

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Construction Manager.

SC-9.01 Add paragraph 9.01.B to read as follows:

- B. Construction Manager will establish and implement procedures including testing, reviewing and processing requests for clarifications and interpretations of the Contract Documents; Shop Drawings, samples, and other submittals; schedule adjustments; Change Order proposals; written proposals for substitutions; payment applications; and maintenance of logs.

SC-9.02 Replacement of Engineer

SC-9.02 Amend the first sentence of paragraph 9.02.A to read as follows:

Owner may at its discretion appoint an engineer to replace Engineer.

ARTICLE 10 - ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.01 Owner's Representative

SC-10.01 In Paragraph 10.01.A. replace Engineer with Construction Manager at each location it appears.

SC-10.02 Visits to Site

SC-10.02 In Paragraphs 10.02.A. and 10.02.B. replace Engineer with Construction Manager at each location it appears.

SC-10.03 Project Representative

SC-10.03 Delete Paragraph 10.03 in its entirety.

SC-10.05 Shop Drawings, Change Orders and Payments

SC-10.05 Delete Paragraph 10.05.D. in its entirety and insert the following in its place:

- D. Construction Manager's authority as to Applications for Payment is set forth in Article 15.

SC-10.08 Limitations on Engineer's Authority and Responsibilities

SC-10.08 Change the title of SC-10.08 to Limitations on Engineer's and Construction Manager's Authority and Responsibilities

SC-10.08 Delete Paragraph 10.08.A. in its entirety and insert the following in its place:

- A. Neither Engineer's nor Construction Manager's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer or Construction Manager in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer or Construction Manager, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer or Construction Manager to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

SC-10.08 Delete Paragraph 10.08.B. in its entirety and insert the following in its place:

- B. Engineer and Construction Manager will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer and Construction Manager will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

SC-10.08 Delete Paragraph 10.08.C. in its entirety and insert the following in its place:

- C. Engineer and Construction Manager will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

SC-10.08 Delete Paragraph 10.08.D. in its entirety and insert the following in its place:

- D. Engineer's and Construction Manager's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

SC-10.09 Compliance with Safety Program

SC-10.09 Delete Paragraph 10.09.A. in its entirety and insert the following in its place:

- A. While at the Site, Engineer's and Construction Manager's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer and Construction Manager has been informed.

ARTICLE 11 - AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

SC-11.01 Amending and Supplementing Contract Documents

SC-11.01 Insert the following subparagraphs immediately following 11.02.A.1.b:

- c. In signing a Change Order, the Owner and Contractor acknowledge and agree that:
 - 1) the stipulated compensation (Contract Price or Contract Times, or both) set forth in the Change Order includes not only all direct costs of Contractor such as labor, material, job overhead, and profit markup, but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct overhead or general overhead, acceleration, material or other escalation which includes wages and other impact costs. This document will become a supplement to the Contract and all Contract provisions will apply hereto. It is understood that this Change Order shall be effective on the date approved by the Owner's Representative.
 - 2) the Change Order constitutes full mutual accord and satisfaction for the change to the Work;
 - 3) no reservation of rights to pursue subsequent claims on the Change Order will be made by either party; and
 - 4) no subsequent claim or amendment of the Contract Documents will arise out of or as a result of the Change Order.

SC-11.04 Change of Contract Price

SC-11.04 Delete the Paragraph 11.04.B.3 in its entirety and insert the following in its place:

- 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor markup percentage for overhead and profit as provided below:
 - a. Labor markup: Labor markup applies to the direct performance of the work and equals 5 percent. In addition to the 5 percent markup, Contractor shall receive the labor surcharge percentage published in the current edition of the Caltrans Labor Surcharge and Equipment Rental Rates book.
 - b. Materials markup: Material markup applies to materials furnished and consumed on the extra work and equals 5 percent of the direct cost to the Contractor.

- c. Equipment markup: Equipment markup is applied to all equipment utilized on the extra work and equals 5 percent.
- d. Subcontractor markup: If a subcontractor performs work on the basis of the Cost of the Work, accept an additional 2 percent markup to the total cost of that work paid at the basis of the Cost of the Work, including markups specified above, as reimbursement for additional administrative costs.

SC-11.05 Change of Contract Times

SC-11.05 Add the following new paragraphs immediately after 11.05.B:

C. Use of Float:

- 1. A request for adjustment of Contract Times (or Milestones), otherwise allowable under the Contract Documents, shall be granted only when the time lost or gained exceeds the float for the activity at the time of the event giving rise to the claim. Float, the amount of time between the early start date and the late start date, or the early finish date and the late finish date, is jointly owned by both Owner and Contractor whether expressly disclosed or implied in any manner.
- 2. Contractor shall not use float suppression techniques (including, but not limited to, preferential sequencing caused by late starts of follow-up trades, unreasonably small crews, extended durations, or imposed dates) in information provided to Engineer.

D. Weather Days:

- 1. The Contract Time includes a weather day allowance of 25 working days. No extension in Contract Time will be allowed for the first 25 working days lost due to weather conditions.

SC-11.06 Change Proposals

SC-11.06 Delete Paragraph 11.06.a.1 in its entirety and insert the following in its place:

- 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 15 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

ARTICLE 12 - CLAIMS

SC-12.01 Delete Paragraph 12.01 in its entirety and insert the following in its place:

12.01. Claims Process:

Claims between the Owner and Contractor shall be addressed as provided by California Public Contract Code Section 9204, which is set forth in its entirety:

Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process.

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) Public entity definition

(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) Claims process:

(1) Claims review and response

(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) Claims dispute

(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return

receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

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

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and,

if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

(j) Claims Process additional requirements:

(1) Claims asserted by the Owner against the Contractor shall be submitted according to the procedures set forth above.

(2) In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled. Such a claim shall be submitted promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal.

(3) The party submitting the Claim shall also furnish a copy to the Engineer and Construction Manager, for its information only. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer and Construction Manager.

(4) Mediation:

(A) If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision.

SC-12.01 Add the following subparagraph immediately following Paragraph 12.01.A:

- B. Claims over \$375,000 or less shall be resolved pursuant to California Public Contract Code Section 20104 et seq. unless Owner elects to resolve the dispute pursuant to California Public Contract Code Section 10240 et seq.

ARTICLE 13 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.01 Cost of Work

SC-13.01 Delete Paragraph 13.01.B.3. in its entirety and insert the following in its place:

- 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer or Construction Manager, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01

SC-13.01 Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

c. Construction Equipment and Machinery

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.

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

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

The Engineer determines rental costs:

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

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

Equipment rental rates include the cost of:

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

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

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

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

EQUIPMENT ON THE JOB SITE

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

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

EQUIPMENT NOT ON THE JOB SITE REQUIRED FOR ORIGINAL CONTRACT WORK

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25

3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.50
7.5	7.75
≥8.0	hours used

EQUIPMENT NOT ON THE JOB SITE NOT REQUIRED FOR ORIGINAL CONTRACT WORK

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

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

NON-OWNER OPERATED DUMP TRUCK RENTAL

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

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

SC-13.01 Delete Paragraph 13.01.E. in its entirety and insert the following in its place:

- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer and Construction Manager an itemized cost breakdown together with supporting data.

SC-13.02 Allowances

SC-13.02 Delete Paragraph 13.02.A. in its entirety and insert the following in its place:

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner, Engineer, and Construction Manager.

SC-13.02 Replace Engineer with Construction Manager in Paragraph 13.02.D.

SC-13.03 Unit Price Work

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 - 1. if the extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 - 2. if there is no corresponding adjustment with respect to any other item of Work; and
 - 3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 14 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.01 Access to Work

SC-14.01 Delete Paragraph 14.01.A. in its entirety and insert the following in its place:

- A. Owner, Engineer, and Construction Manager their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

SC-14.02 *Tests, Inspections, and Approvals*

SC-14.02 Delete Paragraph 14.02.A. in its entirety and insert the following in its place:

- A. Contractor shall give Engineer and Construction Manager timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

SC-14.02 Delete Paragraph 14.02.C. in its entirety and insert the following in its place:

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer and Construction Manager the required certificates of inspection or approval.

SC-14.02 Delete Paragraph 14.02.D.2. in its entirety and insert the following in its place:

- 2. to attain Owner's, Engineer's, and Construction Manager's acceptance of materials or equipment to be incorporated in the Work;

SC-14.02 Delete the paragraph following Paragraph 14.02.D.5. and insert the following in its place:

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner, Engineer, and Construction Manager.

SC-14.02 Delete Paragraph 14.02.E. in its entirety and insert the following in its place:

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, Construction Manager, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

SC-14.02 Delete Paragraph 14.02.F. in its entirety and insert the following in its place:

- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer or Construction Manager, Contractor shall, if requested by Engineer or Construction Manager, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer or Construction Manager timely notice of Contractor's intention to cover the same and Engineer or Construction Manager had not acted with reasonable promptness in response to such notice.

SC-14.03 Delete Paragraph 14.03.C. in its entirety and insert the following in its place:

- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner, Engineer, or Construction Manager has actual knowledge will be given to Contractor.

SC-14.04 Acceptance of Defective Work

SC-14.04 Delete Paragraph 14.04.A. in its entirety and insert the following in its place:

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's or Construction Manager's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer or Construction Manager as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

SC-14.05 Uncovering Work

SC-14.05 Delete Paragraph 14.05.A. in its entirety and insert the following in its place;

- A. Engineer and Construction Manager has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

SC-14.05 Delete Paragraph 14.05.B. in its entirety and insert the following in its place:

- B. If any Work is covered contrary to the written request of Engineer or Construction Manager, then Contractor shall, if requested by Engineer or Construction Manager, uncover such Work for Engineer's or Construction Manager's observation, and then replace the covering, all at Contractor's expense.

SC-14.05 Delete Paragraph 14.05.C. in its entirety and insert the following in its place, leaving Paragraphs 14.05.C.1. and 14.05.C.2. to remain as is:

- C. If Engineer or Construction Manager considers it necessary or advisable that covered Work be observed by Engineer or Construction Manager or inspected or tested by others, then Contractor, at Engineer's or Construction Manager's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer or Construction Manager may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

SC-14.07 Owner May Correct Defective Work

SC-14.07 Delete Paragraph 14.07.A. in its entirety and insert the following in its place:

- A. If Contractor fails within a reasonable time after written notice from Engineer or Construction Manager to correct defective Work, or to remove and replace rejected Work as required by Engineer or Construction Manager, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

SC-14.07.B. Replace the final sentence in Paragraph 14.07.B. with the following:

Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, Engineer and Engineer's consultants, and Construction Manager and Construction Manager's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

ARTICLE 15 - PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01 Progress Payments

SC-15.01 Replace Engineer with Construction Manager in Paragraph 15.01.A.

SC-15.01 Amend the first sentence in Paragraph 15.01.B.1 to read as follows:

- 1. At least 30 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Construction Manager for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

SC-15.01 Add following new paragraphs immediately after the last sentence in 15.01.B.1:

- a. Payments for stored materials and equipment shall be based only upon the actual cost of the materials and equipment to Contractor and shall not include any overhead or profit to Contractor.
- b. Partial payments will not be made for undelivered materials or equipment, except for payments associated with prepurchase vendor contracts initiated by Owner and assigned to Contractor.

SC-15.01 Amend the first sentence in Paragraph 15.01.C.1 to read as follows:

- 1. Construction Manager will, within 7 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Construction Manager's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

- SC-15.01 Replace Engineer with Construction Manager at each location it appears in Paragraph 15.01.C.2. and Paragraph 15.01.C.2.c.
- SC-15.01 Replace Engineer with Construction Manager at each location it appears in Paragraph 15.01.C.3. and Paragraph 15.01.C.3.a.
- SC-15.01 Replace Engineer with Construction Manager at each location it appears in Paragraph 15.01.C.4.
- SC-15.01 Replace Engineer with Construction Manager at each location it appears in Paragraph 15.01.C.5.
- SC-15.01 Replace Engineer with Construction Manager at each location it appears in Paragraph 15.01.C.6. and Paragraph 15.01.C.6.e.
- SC-15.01 Amend the first sentence in Paragraph 15.01.D.1 to read as follows:
1. Thirty days after presentation of the Application for Payment to Owner with Construction Manager's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- SC-15.01 Add the following new paragraph immediately after Paragraph 15.01.D.1:
- a. Contractor shall disburse money paid to him, including any interest Contractor receives, to Subcontractors and Suppliers within 15 days after Contractor receives the money, in direct proportion to the Subcontractors' and Suppliers' basis in the total Contract between Contractor and Owner. Any money which is payable to a Subcontractor pursuant to this Section accrues interest at the legal rate. Contractor may withhold a portion of any partial payment as may be set forth in a subcontract. Thereafter Contractor shall pay any additional funds if, in the opinion of Contractor, satisfactory progress is being made in the work under the subcontract, and the payment must be equal to that paid by Owner to Contractor for the Work performed by the Subcontractor:
 - 1) The Contractor may retain the amount withheld under the subcontract until the subcontract is satisfactorily completed.
 - 2) The amount withheld under the subcontract is due within 15 days after the acceptance of the subcontract work by Contractor.
 - 3) Whenever Contractor receives a payment of interest earned on the amount withheld from the Contract, Contractor shall within 15 days pay to each Subcontractor that portion of the interest received from the state which is attributable to the amount of money withheld from the Subcontractor.
- SC-15.01 Replace Engineer with Construction Manager at each location it appears in Paragraph 15.01.E.1. and Paragraph 15.01.E.2.

SC-15.03 Substantial Completion

SC-15.03 Delete Paragraph 15.03.A. in its entirety and insert the following in its place:

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner, Engineer, and Construction Manager in writing that the entire Work is substantially complete and request that Construction Manager issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner, Engineer, and Construction Manager an initial draft of punch list items to be completed or corrected before final payment.

SC-15.03 Add the following subparagraphs immediately after Paragraph 15.03.A:

1. The Work shall be Substantially Complete when the tank, pump station, yard piping, storm drain basin, site electrical and instrumentation, pipelines and appurtenances to tie-in the City distribution system including the PRV vaults, electrical systems, and communications systems have been commissioned and are operational and the Work is able to convey water to the City of Turlcok potable water distribution system, and the Process and Operational Period of Commissioning per Section 01756 is complete and has been accepted. All equipment shall be installed and operational including the generator.
2. To be considered substantially complete, all Work must be operational and ready for Owner's continuous use as intended.
3. Portions of the Work not part of substantial completion, which can be completed without interruption of the Work operation, may be completed after the Work is accepted as Substantially Complete, and may include the following items:
 - a. Final Paving and Striping.
 - b. Landscaping and Irrigation.
 - c. Painting.
 - d. Final O&M manuals.
 - e. Spare parts.
 - c. As-built documents.
 - b. Final clean-up.

SC-15.03 Delete Paragraph 15.03.B. in its entirety and insert the following in its place:

- B. Promptly after Contractor's notification, Owner, Contractor, Engineer, and Construction Manager shall make an inspection of the Work to determine the status of completion. If Construction Manager does not consider the Work substantially complete, Construction Manager will notify Contractor in writing giving the reasons therefor.

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Construction Manager, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are

unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-15.03 Replace Engineer with Construction Manager at each location it appears in Paragraph 15.03.C.

SC-15.04 Partial Use or Occupancy

SC-15.04 Delete Paragraph 15.04.A. in its entirety and insert the following in its place:

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, Construction Manager, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, Engineer, and Construction Manager will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 2. At any time Contractor may notify Owner, Engineer, and Construction Manager in writing that Contractor considers any such part of the Work substantially complete and request Construction Manager to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, Engineer, and Construction Manager shall make an inspection of that part of the Work to determine its status of completion. If Construction Manager does not consider that part of the Work to be substantially complete, Construction Manager will notify Engineer, Owner, and Contractor in writing giving the reasons therefor. If Construction Manager considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

SC-15.05 Final Inspection

SC-15.05 Delete Paragraph 15.05.A. in its entirety and insert the following in its place:

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Construction Manager will promptly make a final inspection with Owner, Engineer, and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

- SC-15.05 Add the following new paragraph immediately after Paragraph 15.05.A:
- B. If some or all of the Work has been determined not to be at a point of Final Completion and will require re-inspection or re-testing by Construction Manager, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-15.06 Final Payment

- SC-15.06 Replace Engineer with Construction Manager in Paragraph 15.06.A.
- SC-15.06 Change title of SC-15.06.B. to Construction Manager's Review of Application and Acceptance:
- SC-15.06 Delete Paragraph 15.06.B.1. in its entirety and insert the following in its place:
1. If, on the basis of Construction Manager's observation of the Work during construction and final inspection, and Construction Manager's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Construction Manager is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Construction Manager will, within ten days after receipt of the final Application for Payment, indicate in writing Construction Manager's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Construction Manager's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Construction Manager will also give written notice to Owner, Engineer, and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Construction Manager will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- SC-15.06 Replace Engineer with Construction Manager in Paragraph 15.06.C.
- SC-15.06 Replace Engineer with Construction Manager at each location it appears in Paragraph 15.06.D.

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

- SC-16.01 Owner May Suspend Work
- SC-16.01 Replace the first sentence in Paragraph 16.01 with the following:
- At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor, Engineer, and Construction Manager.

SC-16.02 Owner May Terminate for Cause

SC-16.02 Delete Paragraph 16.02.A.4. in its entirety and insert the following in its place:

4. Contractor's repeated disregard of the authority of Owner, Engineer, or Construction Manager.

SC-16.02 Replace Engineer with Construction Manager at each location it appears in Paragraph 16.02.E.

SC-16.03 Owner May Terminate For Convenience

SC-16.03 Replace the first sentence of Paragraph 16.03.A. with the following:

Upon seven days written notice to Contractor, Engineer, and Construction Manager, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract.

SC-16.04 Contractor May Stop Work or Terminate

SC-16.04 Delete Paragraph 16.04.A. and Paragraph 16.04.B. in their entirety and insert the following in their place:

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Construction Manager fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, Engineer, and Construction Manager, and provided Owner, Engineer, or Construction Manager do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Construction Manager has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner, Engineer, and Construction Manager stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 - FINAL RESOLUTION OF DISPUTES

SC-17.01 Methods and Procedures

SC-17.01 Add the following subparagraphs immediately after Paragraph 17.01.B.3:

4. resolve claims of \$375,000 or less pursuant to California Public Contract Code Section 20104 et seq., unless Owner elects to resolve the dispute pursuant to California Public Contract Code Section 10240 et seq.

ARTICLE 18 - MISCELLANEOUS

SC-18.04 *Limitation of Damages*

SC-18.04 Delete Paragraph 18.04.A. in its entirety and insert the following in its place:

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner, nor Engineer, nor Construction Manager, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

END OF DOCUMENT

^{AD3} Addendum No. 3

DOCUMENT 00526

AGREEMENT BETWEEN BUYER AND SELLER – PROCUREMENT

This Procurement Agreement is by and between City of Turlock, a Municipal Corporation, ("Buyer") and Patterson Pump Company ("Seller").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

ARTICLE 1 - PROCUREMENT CONTRACT

1.01 *Goods and Special Services:*

- A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows: Work as shown in the Procurement Specifications and Procurement Drawings in accordance with the Contract Documents and applicable law. The entire Work consists generally of the design, fabrication and delivery of pump, motor, and VFD systems, associated control systems, factory acceptance testing, assistance during installation of the goods, commissioning, delivery of operational and maintenance manuals, training of the Owner's staff, and warranty of the pump, motor and VFD systems.

1.02 *The Project:*

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows: constructing an approximately 2.3 million gallon concrete tank, 12 million gallon per day pump station and building, detention basin and storm water pump station, 12,000 linear feet of 16-inch to 54-inch diameter potable water pipeline and appurtenances, 2,500 linear feet of 8-inch storm drain force main, three pressure reducing valve vaults, pavement improvements, associated grading, structural mechanical, electrical, and instrumentation equipment, and all work necessary to provide a complete and operational facility.

1.03 *Engineer:*

- A. Buyer has retained Carollo Engineers ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

1.04 Point of Destination:

- A. The Point of Destination is designated as: 156 South Broadway, Suite 150, Turlock, CA 95380-5454:
1. The point of destination provided is provided for bidding purposes. The delivery location shall be coordinated with the Contractor prior to delivery.

ARTICLE 2 - PROCUREMENT CONTRACT TIMES

2.01 *Time of the Essence:*

- A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 *Schedule of Procurement Contract Times:*

- A. The following schedule sets forth the Procurement Contract Times:

Milestone	Date or Days	Notes
Submit Shop Drawings	4 weeks from receipt of Notice to Proceed.	
Factory Acceptance Test	15 weeks from receipt of approved submittal.	Notify the Owner and Engineer according to the requirements in Section 01756.
Deliver acceptable Goods to Point of Destination	18 weeks from receipt of approved submittal.	Delivery may be made in the 15-day period before delivery date.

2.03 *Shop Drawings and Samples:*

- A. *Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review.
- B. *Engineer's Review:* It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 21 calendar days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 *Liquidated Damages:*

- A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract.
- B. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02.
- C. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time.
- D. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$3,000 for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods.

ARTICLE 3 - PROCUREMENT CONTRACT PRICE

3.01 *Procurement Contract Price and Total Price:*

- A. The Procurement Contract Price is comprised of the Lump Sum and Unit Price amounts set forth in the attached Bid Form.
- B. The Procurement Contract Price is comprised of the Lump Sum and Unit Price amounts set forth in the following paragraphs.
- C. Buyer shall pay Seller a Lump Sum of Eight Hundred Thirty-Two Thousand Nine Hundred Eighty-Five and No/100th Dollars (\$832,985.00) for furnishing the Goods and Special Services (other than any Unit Price Goods and Special Services) in accordance with the Procurement Contract Documents.
- D. For all Unit Price Goods and Special Services furnished by Seller in accordance with the Procurement Contract Documents, Buyer shall pay Seller an amount equal to the sum of the extended prices (established for each separately identified unit price item by multiplying the unit price times the actual quantity of that item).

Unit Price Goods and Special Services					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Additional on site commissioning	Day	0	\$3,200	\$0
2	Additional one set of recommended spare parts for pump and motor	Each	0	\$28,796	\$0

Unit Price Goods and Special Services					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
3	Additional one set of recommended spare parts for VFD	Each	0	\$39,210	\$0
Total of all Extended Prices for Unit Price items (subject to final adjustment based on actual quantities)					\$0

1. The extended prices set forth as of the Effective Date of the Procurement Contract for unit price items are based on estimated quantities.
2. The estimated quantities of items of Unit Price Goods and Special Services are not guaranteed and are solely for the purpose of determining an initial Procurement Contract Price. Payments to Seller for Unit Price Goods and Special Services will be based on actual quantities.
3. Each unit price will be deemed to include an amount considered by Seller to be adequate to cover Seller's overhead and profit for each separately identified unit price item.
4. Engineer will determine the actual quantities and classifications of unit price items furnished by Seller. Engineer will review with Seller the Engineer's preliminary determinations on such matters before rendering a written decision (by recommendation of an Application for Payment or otherwise). Engineer's written decision will be final and binding upon Buyer and Seller (except as modified by Engineer to reflect changed factual conditions or more accurate data), subject to the provisions of Article 12 of the General Conditions.

E. The Total Price is **Eight Hundred Thirty-Two Thousand Nine Hundred Eighty-Five and No/100th Dollars (\$832,985.00)**. Such Total Price is comprised of the Lump Sum amount (taking into account any accepted alternates), Unit Price Goods and Special Services amount (if any) (subject to final adjustment), and Buyer's Contingency Allowance (if any) (subject to final adjustment):

1. The final adjustment of Procurement Contract Price with respect to Unit Price Goods and Special Services will be set forth in a Change Order.

3.02 *Procurement Contract Price and Total Price—Based on Attached Bid:*

- A. For furnishing the Goods and Special Services in accordance with the Procurement Contract Documents, Buyer shall pay Seller the prices stated in Seller's Bid, attached hereto as an exhibit, subject to final adjustments for Unit Price Goods and Special Services.

ARTICLE 4 - PAYMENT PROCEDURES

4.01 *Submittal and Processing of Applications for Payment:*

- A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment:*

- A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

Payment Line Item (Lump Sum)	Percentage of Lump Sum
Receipt of Approval of Shop Drawings	10
Completion of acceptable factory testing (if any)	5
Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents	70
Completion of Special Services in accordance with Procurement Contract Documents	10
Final Payment: Correction of non-conformities, provision of final Operations and Maintenance manuals, submittal of warranties and other final documentation required by the Procurement Contract Documents	5
Total Procurement Contract Price (Lump Sum)	100

- B. Retainage:
1. Progress payment applications shall be based on the approved schedule of values.
 2. Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 3. 95 percent of the value of the Work completed (with the balance being retainage):
 - a. Payments withheld.
 - b. In accordance with California Public Contract Code, Section 7201, 95 percent of the value of the Work completed (with the balance being retainage).
 - c. In accordance with California Public Contract Code Section 22300, Supplier has the option to deposit securities with an Escrow Agent as a substitute for retention of earnings required to be withheld by Owner.
- C. For Unit Price Goods and Special Services, if any, or for payments owed to Seller as a result of authorizations by Buyer under the Buyer's Contingency Allowance (if any), Seller shall submit a separate Application for Payment, no more frequently than monthly, that states (1) the actual quantities of such Unit Price Goods and Special Services that have been furnished, and the applicable unit prices; and (2) the services or items performed or furnished under the Buyer's Contingency Allowance, and the amounts owed. If practical, and at Seller's option, Seller may apply for such unit price and Buyer's Contingency Allowance payments in a separate section of an Application for Payment submitted under Paragraph 4.02.A for lump sum items.
- D. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

4.03 *Interest:*

- A. All amounts not paid when due shall bear interest at the legal rate unless otherwise specified according to California law.

ARTICLE 5 - ASSIGNMENT OF PROCUREMENT CONTRACT

5.01 *Assignment of Contract:*

- A. Buyer has the right to assign, and will likely assign, this Procurement Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient and apparent ability to satisfy all of Buyer's obligations under this Procurement Contract, and Seller hereby consents to such assignment. Forms documenting the assignment of the Procurement Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Procurement Agreement.
- B. Once assigned, the following provisions apply:
 - 1. The Procurement Contract is initially executed in the name of the entity identified herein as Buyer and will be assigned by such Buyer, as assignor, to a construction contractor (Contractor/Assignee) designated by such Buyer. The assignment will occur on the effective date of the construction contract between such Buyer (Project Owner) and the Contractor/Assignee, which is expected to occur on approximately September 2021. Commencing on the date of acceptance of assignment by the Contractor/Assignee, all references in the Procurement Contract to "Buyer" shall mean the designated Contractor/Assignee.
 - 2. The assignment of this Procurement Contract relieves the assignor from all further obligations and liabilities under this Procurement Contract. After assignment, Seller shall become a subcontractor or supplier to the Contractor/Assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Procurement Contract become the rights, duties, and obligations of the Contractor/Assignee.
 - 3. After assignment:
 - a. The Procurement Drawings and Procurement Specifications, and any modifying Addenda will become "Contract Documents" under the construction contract.
 - b. If the Procurement Drawings or Procurement Specifications, as "Contract Documents" under the construction contract, are duly modified under such construction contract, then Seller and Contractor/Assignee shall enter into a corresponding Change Order under the applicable provisions of this Procurement Contract.
 - c. The Procurement Drawings and Procurement Specifications may not be modified by Seller or Contractor/Assignee, singly or in tandem, except as such Procurement Drawings or Procurement Specifications, as "Contract Documents" under the construction contract, have been duly modified under such construction contract.
 - d. All performance warranties, guarantees, and indemnifications required by the Procurement Contract will continue to run for the benefit of assignor (Project Owner) and, in addition, for the benefit of the Contractor/Assignee. However, if assignor (Project Owner) and Contractor/Assignee make the same warranty

or guarantee claim, then Seller shall only be liable once for such claim. Other than its remedies under such warranties, guarantees, and indemnifications, assignor will not retain direct rights under this Procurement Contract, but will have rights and remedies as a party to the construction contract, whose scope of work will encompass the Procurement Drawings, Procurement Specifications, and modifying Addenda; provided, however, that any limitations on Seller's liability in this Procurement Contract will continue to bind the original Buyer (assignor) after assignment.

- e. The Contractor/Assignee shall have all the rights of the Buyer under the Performance Bond and Payment Bond.
- f. Seller shall submit all Applications for Payment directly to Contractor/Assignee:
 - 1) Contractor/Assignee shall review each Application for Payment promptly, determine the amount that Contractor/Assignee approves for payment, and then include the amount approved in the next application for payment submitted to Project Owner (or Engineer) under the construction contract.
 - 2) Contractor/Assignee shall pay Seller within 30 days of receipt of payment from the Project Owner under the construction contract.
 - 3) After assignment Engineer will review, approve, or deny the content of Applications for Payment under the Procurement Contract only to the extent that Contractor/Assignee, as construction contractor, has incorporated such content into payment applications that Engineer reviews under the construction contract.
- g. The Contractor/Assignee shall have all the rights of the Buyer under any pending Claim by Buyer.
- h. All Claims and supporting documentation will be submitted directly by the claimant party (either Buyer Contractor/Assignee or Seller), to the other party, without submittal to Engineer:
 - 1) The other party will render a response in writing within 30 days of receipt of the last submittal of claimant.
 - 2) If the other party does not render a written response to a Claim within 30 days after receipt of the last submittal of the claimant, the other party shall be deemed to have approved the Claim in its entirety.
 - 3) The other party's written response to a Claim, or the approval of the Claim in its entirety as a function of failure to respond within 30 days, will be final and binding upon Buyer and Seller 30 days after it is issued, unless within such 30 days of issuance either Buyer or Seller appeals the result by initiating the mediation of the Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02 of the General Conditions.
 - 4) Any Claim by Seller that Contractor/Assignee may choose to submit, present, or forward to Project Owner must be submitted to Buyer within sufficient time for Contractor/Assignee to preserve its rights under the construction contract, notwithstanding any procedures or time limits in this Procurement Contract.
- i. Seller's recovery of additional cost, time, or both cost and time for any Claim attributable to the Project Owner will be limited to the proportionate recovery by Contractor/Assignee against Project Owner for such Claim. Seller will cooperate and assist Contractor/Assignee in pursuing any Claim by Contractor/Assignee against Project Owner on behalf of Seller, including the timely preparation and delivery of supporting documentation.

- j. If the pursuit of any claim by Contractor/Assignee against Project Owner on Seller's behalf requires the expenditure by Contractor/Assignee of legal or consulting fees, or results in litigation, arbitration, or any dispute resolution procedures, Seller agrees to pay for a proportionate share of attorneys' fees, consultant fees, and litigation, arbitration, and other resolution costs incurred by Contractor/Assignee in pursuing the claim on behalf of Seller, based upon the amount claimed by Seller as compared to the total value of the claim pursued by the Contractor/Assignee.
 - k. All rights, duties, and obligations of Engineer to Contractor/Assignee and Seller under this Procurement Contract will cease.
 - l. Subject to the foregoing provisions, all references in the Procurement Contract to submitting items to Engineer, or to Engineer having tasks or obligations, will be read after such an assignment as requiring submittal to Contractor/Assignee, or as Contractor/Assignee having such tasks or obligations (which Contractor/Assignee may delegate when appropriate).
 - m. If the Procurement Contract includes a Buyer's Contingency Allowance, upon assignment such allowance will be automatically reduced to the amount previously authorized by Buyer (Project Owner) and cease to be operational.
- C. No other assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

ARTICLE 6 - PROCUREMENT CONTRACT DOCUMENTS

6.01 *List of Procurement Contract Documents:*

- A. The Procurement Contract Documents consist of the following:
- 1. This Procurement Agreement.
 - 2. General Conditions of the Procurement Contract.
 - 3. Supplementary Conditions of the Procurement Contract.
 - 4. Procurement Specifications.
 - 5. Procurement Drawings.
 - 6. Addenda Numbers list those Addenda that are Procurement Contract Documents.
 - 7. Bonds:
 - a. Performance bond (together with power of attorney).
 - 8. Exhibits to this Procurement Agreement (enumerated as follows):
 - a. Document 00608, Assignment of Contract, Consent to Assignment, and Acceptance of Assignment.
 - b. Document 00609, Surety's Agreement to Assignment.
 - c. Documentation submitted by Seller Patterson Pump Company; and
 - 9. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:

- a. Change Orders;
 - b. Change Directives; and
 - c. Field Orders.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7 - SELLER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Seller's Representations:*

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
 - 1. Seller has examined and carefully studied the Procurement Contract Documents.
 - 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
 - 3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 - 4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 - 5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
 - 6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
 - 7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

7.02 *Seller's Certifications:*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

ARTICLE 8 - RESERVED

ARTICLE 9 - MUTUAL WAIVER

9.01 *Mutual Waiver of Consequential Damages:*

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. If Buyer (Project Owner) assigns this Procurement Contract to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement.
Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is August 10, 2021.

Buyer

City of Turlock

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Sarah Tamey Eddy
(typed or printed)

Title: Interim City Manager
(typed or printed)

Attest: _____
(individual's signature)

Title: City Clerk
(typed or printed)

Address for giving notices:

City of Turlock Engineering Division

156 S. Broadway

Turlock, CA 95380

Designated Representative:

Name: Nathan Bray
(typed or printed)

Title: Interim Development Services Director
(typed or printed)

Address:

City of Turlock Engineering Division

156 S. Broadway Suite 150

Turlock, CA 95380

Phone: 209-668-5520

Email: nbray@turlock.ca.us

Seller

Patterson Pump Company

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

END OF DOCUMENT



**PURCHASE AND SALE AGREEMENT
WITH ESCROW INSTRUCTIONS
Between**

**THE EVANGELICAL LUTHERAN CHURCH OF THE GOOD SHEPHERD OF
TURLOCK, A CALIFORNIA CORPORATION**

And

THE CITY OF TURLOCK

PREAMBLE

THIS PURCHASE AND SALE AGREEMENT WITH ESCROW INSTRUCTIONS (“Agreement”) is entered into this 10th day of August, 2021 (“Effective Date”) between the City of Turlock, a California municipal corporation, as Grantee (“City”) and The Evangelical Lutheran Church of the Good Shepherd of Turlock, a California corporation, as Grantor (“Grantor”). City and Grantor may individually be referred to herein as “Party” or collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

A. Grantor owns in fee simple that certain parcel of land with improvements thereon located in the County of Stanislaus, commonly known as Assessor Parcel Number 073-009-014 (the “Property”).

B. City desires to purchase and obtain from Grantor the Property in fee simple, as described in more detail in **Exhibits A and B**, attached and incorporated hereto, for use by City in connection with the construction of public improvements, namely City Project No. 18-69 “Surface Water Distribution System Improvements” (the “Project”), which includes:

- 2.5 million-gallons (MG) of water storage in one above ground concrete storage tank, though expandable to up to 5.0 MG as part of a future phase upon construction of an additional 2.5 MG storage tank
- Pump station building
- Overflow storm water/surface water basin
- Yard piping and water transmission pipelines

- Perimeter fencing and tree planting
- Electrical improvements, including emergency power generation equipment
- Access road to North Quincy Road

C. City requires the Project and the Property for public improvement purposes, a public use for which the City has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and City is compelled to acquire the Property. Both Grantor and City recognize the expense, time, effort, and risk to both Parties in determining the compensation for the Property by eminent domain litigation. The compensation set forth herein for the Property is in compromise and settlement, in lieu of litigation.

D. The Parties herein set forth the whole of their agreement.

NOW THEREFORE, in consideration of the mutual covenants entered into between the Parties and in consideration of the benefits that accrue to each, the Parties agree as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between recitals and Sections 1 through 18 of this Agreement, Sections 1 through 18 shall control.

Section 2. Sale of the Property. Grantor shall execute a grant deed ("Grant Deed") in the forms provided by the title company, subject to minor modifications thereto that are satisfactory to the City Attorney and to Grantor. Through the Grant Deed, Grantor shall convey the Property to City, in consideration of the purchase price to be paid to Grantor by City, and in accordance with the terms of this Agreement.

The transfer, as described in the Grant Deed, shall include all of Grantor's right, title, and interest in and to all mineral rights, zoning rights, governmental permits and licenses, rights-of-way, roadways, alleyways and reversions, appurtenances, easements, and any other rights and privileges used in connection with the beneficial use of, or associated with the Grant Deed.

City acknowledges that the Property may be encumbered with easements and other interest, as shown in the permitted exceptions in the Condition of Title Guarantee issued by Stewart Title of California (the "Title Company") in connection with this transaction ("Permitted Exceptions"), which is attached hereto as Exhibit C and incorporated by reference. City agrees to acquire the Property subject to the Permitted Exceptions.

1. Exceptions 1, 2, 3, 4 & 6 as noted in the preliminary title report issued by Stewart Title Company, Order No. 895168, dated August 11, 2020.

Section 3. Purchase Price. The purchase price for the Property, as described in Exhibits A and B, is **One Million and NO/100 Dollars (\$1,000,000.00)**. ("Purchase Price").

Section 4. Time is of the Essence. Time is of the essence in this Agreement. If any time period under this Agreement ends on a Saturday, Sunday, or any day on which the courts of Stanislaus County, California are closed, that time period shall be extended until the next business day.

Section 5. Grantor's Warranty. Grantor warrants that to its actual knowledge there are no oral or unrecorded written leases or leasehold affecting any portion of the Property upon the close of escrow, as defined in this Agreement, and that there are no other persons in possession who have or claim to have any right, title, or interest in the lands subject to said deeds except as may be reflected in the Permitted Exceptions. Grantor further represents and warrants that during the period of Grantor's ownership of the Property, Grantor has no actual knowledge as to the existence of any oral or unrecorded written leases, or any other right to possession of the Property, or any disposals, releases, or threatened releases of hazardous substances, hazardous materials, or storage tanks on, from, or under the Property. Grantor further represents and warrants that Grantor has made no investigations or obtained any reports as to the existence of, or of any disposals, releases, or threatened releases of hazardous substances, hazardous materials, or storage tanks on, from, or under the Property. Grantor and City acknowledge that Grantor conducted agricultural operations on the Property and, in the course of those operations, may have used chemicals and fuels customarily used in farming operations. The representations made in this section do not relate to chemicals and fuels which were used in the manner customary in the area and that were used in compliance with all federal, state, and county laws and ordinances relating to agricultural lands.

Section 6. City's Warranty. City has the right, power, and authority to enter into this Agreement and to purchase the Property in accordance with the expressed terms and conditions hereof.

Section 7. Hold Harmless. City shall indemnify, protect, defend and hold harmless Grantor, its transferees, successors, and assigns, from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs, investigation and remediation costs), and liabilities, which arise, in whole or in part, from any discovery of or release or discharge, or threatened release or discharge into the environment, of any hazardous substances, hazardous materials, or storage tanks discovered or caused or allowed by City, its agents, or invitees, on, in, under, or about the Property and any Project improvements.

Section 8. Release. City acknowledges that Grantor afforded City the opportunity to inspect the Property, that City has conducted an examination of the Property, is familiar with its physical condition, and agrees to take title to the Property "AS IS" and in its present condition, status, and state of repair ("Property Condition"). City hereby waives, exonerates, and releases Grantor, its transferees, successors, and assigns, from any and all claims, demands, liabilities, obligations, and causes of action which City might otherwise have in connection with the

Property Condition. In connection with this release, City hereby waives any and all rights under Section 1542 of the California Civil Code, which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Section 9. Compensation and Prorations. The Parties agree that the sums paid to Grantor under this Agreement are intended to include all compensation to which Grantor will be entitled for the purchase of the Property. City shall (i) pay all escrow, recording, documentary transfer tax and title insurance fees incurred in this transaction; and (ii) City and Grantor shall each pay for their own respective legal, accounting, and other consultant fees, charges, and costs incurred related to this Agreement. The City shall be responsible for paying all ad valorem taxes and all current general and special taxes and assessments on the Property from November 1, 2020 to the date of closing. To the extent any portion of those taxes and assessments have already been paid by Grantor, the City shall reimburse Grantor for those sums through the escrow. City shall provide the Stanislaus County Assessor and Stanislaus County Auditor a copy of the Grant Deed vesting title of the Property in the City in accordance with Revenue and Taxation Code section 5082.1 and request cancellation of property taxes on the Property from and after the date of apportionment under Revenue and Taxation Code section 5082. The date of apportionment is the date of conveyance under this Agreement. The City shall also pay Grantor \$5,000 through escrow as reimbursement for appraisal services as mandated by Code of Civil Procedure section 1263.025.

Section 10. Use of Broker. City and Grantor each warrant and represent to each other that it has not retained, nor is it obligated to, any person for brokerage, finder's fees, or similar services in connection with the transactions contemplated by this Agreement, and that no commission, finder's fee or other brokerage or agent's compensation can be properly claimed by any person or entity based upon the acts of such Party with regard to the transactions which are the subject matter of this Agreement.

Section 11. Escrow. City shall open an escrow for this transaction with the Title Company whose address is as follows:

Stewart Title of California
2030 W. Monte Vista Avenue
Turlock, CA 95382

Section 12. Purchase Price Deposit. Not later than seven (7) days before the date upon which escrow is scheduled to close, City shall deposit with the Title Company the Purchase Price for the account of Grantor, conditioned upon the rights described in the Grant Deed vesting in the City free and clear of all liens, leases, encumbrances, assessments, easements, bonds, judgments, and debts secured by deeds of trust or mortgages except those Permitted Exceptions in the title policy identified in Section 2. The City shall also deposit the funds described in Section 9.

Section 13. Close of Escrow. Escrow shall close not later than the date when:

- (a) City has deposited the Purchase Price with Title Company;
- (b) Grantor has delivered to Title Company the Closing Documents described in Section 16 below; and
- (c) Title Company is prepared to provide to City a California Land Title Association title insurance policy, in a form acceptable to the City Attorney, issued by Title Company, insuring the fee conveyed to City in the sum of the Purchase Price and subject to only: (1) the printed exceptions on the policy of title insurance; and (2) such other matter as may be approved in writing by the City Attorney.

Section 14. Payment to Grantor. Upon close of escrow, Title Company shall pay to Grantor the Purchase Price and the funds described in Section 9.

Section 15. Escrow Instructions. Within three (3) business days after the Effective Date, City shall promptly open an escrow account ("Escrow") with Title Company (the "Escrow Agent") by delivering three (3) fully executed counterpart originals of this Agreement to the Escrow Agent. Escrow Agent shall sign each counterpart and promptly deliver a fully executed counterpart of this Agreement to each Party. The Parties agree to use good faith efforts to execute and deliver to the Escrow Agent such other reasonable or customary supplemental instruments as may be required by Escrow Agent in order to consummate the transaction. This Agreement shall control in the event of any inconsistency between this Agreement and the Escrow Agent's standard form, general provisions, or any other documentation provided by the Escrow Agent.

Section 16. Closing Documents.

(a) Grantor shall deliver the following into Escrow: (1) the Grant Deed; (2) a duly executed certification required by the Foreign Investment in Real Property Tax Act and its California Revenue and Taxation Code equivalent (together, "FIRPTA"); (3) an affidavit on the Escrow Agent's standard forms so that the Escrow Agent can delete or modify the standard printed exceptions as to Parties in possession and unrecorded liens (including statutory materialmen's liens); (4) an acknowledged closing statement reflecting the Purchase Price and the closing adjustments and prorations contemplated by this Agreement, if any, plus the satisfaction of all conditions precedent (the "Closing Statement").

(b) City shall deliver the following into Escrow: (1) cash for the balance of the Purchase Price and the other obligations to be paid by City pursuant to this Agreement; and (2) an executed counterpart of the Closing Statement, with acknowledgment of the satisfaction of all conditions precedent to this Agreement.

(c) Upon close of Escrow, the Escrow Agent shall record the Grant Deed.

Section 17. Inspection Period.

(a) If City, in its sole discretion, for any reason or no reason at all, decides not to proceed with the closing, City shall have the right at any time within thirty (30) days after the Effective Date (the “Inspection Period”) to terminate this Agreement by written notice to Grantor. If terminated, City shall provide Grantor with copies of all reports, if any, relating to the Property that City received as a result of the tests. City makes no warranty or representations as to the accuracy or completeness of these reports.

(b) During the Inspection Period, City and City’s authorized agents, contractors, employees, and designees shall have the right, after the Effective Date and until this Agreement is terminated, to go upon Grantor’s Property for the purpose of making such surveys, soil, engineering, geological, environmental, and other tests, inspections and measurements, including Phase I Environmental Assessment (the “Tests”) as City deems advisable, provided they are done without cost to Grantor and such activities do not unreasonably interfere with Grantor. City shall give reasonable written, telephonic, or email advanced notice to Grantor of any Tests that City, or City’s agents, will perform. The notice shall specify the nature of the Tests to be performed, the approximate time the Tests will be performed, and the person or entity performing the Tests. City shall repair any damage to the Property caused by City (not, however, to include any loss or diminution in value arising from any condition discovered by City). City shall indemnify, defend, and hold Grantor harmless for any and all loss, damage, liability, penalties, fines or other costs (including, without limitation, reasonable attorneys’ fees) arising from the Tests on the Property. This indemnification obligation shall not extend to any loss, damage, liability, penalties, fines, or other costs (including, without limitation, reasonable attorneys’ fees) arising from the negligence or willful misconduct of Grantor, its directors, officers, agents, employees, contractors, and subcontractors (collectively, “Grantor’s Agents”) attributable to the activities of Grantor or Grantor’s Agents on or about the Property.

(c) During the Inspection Period, Grantor shall make available to City, for City’s inspection within five (5) business days after City’s request, all documents and information in Grantor’s possession or control pertaining to the Property or an interest in the Property, including, but not limited to, any and all leases, liens, tentative and final maps, surveys, plats, title reports, soil reports, assessment and financing district documentation, environmental studies, and entitlement documents (collectively the “Property Documents”), provided that Grantor shall not be obligated to disclose to City any appraisal or opinions of the value of the Property, any of Grantor’s internal financial analyses, credit analyses business plans, materials relating to Grantor’s cost to acquire the Property, or any documents or communications subject to the attorney/client privilege. City acknowledges that the Property Documents are furnished to City solely as a courtesy and Grantor has neither verified the accuracy of any statements or other information contained in those documents, nor the qualifications of the persons preparing such information. Inspection shall be performed at a location agreeable to Grantor and City during reasonable business hours. City shall be entitled to copy, at its expense, any of the Property Documents it chooses. If this Agreement is terminated prior to closing, City shall, upon

Grantor's request, promptly return to Grantor all Property Documents and all copies of those materials delivered to or obtained by City from Grantor.

Section 18. General Provisions.

(a) **Binding on Heirs, Successors, and Assigns.** This Agreement is binding upon and inures to the benefit of the heirs, successors, executors, administrators, and assigns of the parties.

(b) **Binding Upon Execution.** The provisions of the Agreement shall not be binding upon City until this Agreement has been fully and lawfully executed by the Grantor and delivered to and received by the City Manager and has been duly executed by the City Manager under the terms of a resolution of the City Council authorizing him to do so.

(c) **Voluntary Agreement.** This Agreement is the result of joint efforts and negotiations of the Parties hereto, and no single Party is the author or drafter of it. The Parties agree that this Agreement shall be interpreted as though each of the Parties participated equally in the composition of this Agreement and each and every part of it.

(d) **Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms, and all former requirements necessary or required by state or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, no 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.

(e) **Default and Remedies.** If, prior to closing, either Party is in default of its covenants or obligations under this Agreement and such defaulting Party fails to cure such default within ten (10) business days after receipt of written notice thereof, the non-defaulting Party may elect to terminate this Agreement by sending written notice of termination to the defaulting Party. If Grantor is the defaulting Party, City may seek specific performance of Grantor's obligations, provided that any action for specific performance must be filed within sixty (60) business days of Grantor's alleged default. If, however, the specific performance remedy is not available to City because of Grantor's acts after the Effective Date, then City shall have the right to recover its direct out-of-pocket expenses reasonably incurred in connection with this Agreement. The Parties further agree that no liquidated damages shall be imposed or paid in connection with this Agreement. If the Agreement is terminated due to default, the defaulting Party shall be liable for all direct Escrow costs. With respect to breach of any of the Survival Obligations (defined below), the non-defaulting Party shall be entitled to the remedies provided by this Agreement, law, statute, ordinance, and otherwise. The use of any one of these remedies by a non-defaulting Party with respect to a breach of any of the Survival Obligations, shall not preclude such Party's right to use any and all other remedies.

(f) **Survival Obligations.** All of the covenants, representations, and warranties set forth herein, which are intended to bind the Parties after the vesting of title in City, shall survive the close of Escrow and delivery of the deed(s). Any obligations, representations, and warranties that are expressly provided to survive termination of the Agreement and, if closing occurs, any provision which by its nature and effect is required to be performed after closing (collectively, the “Survival Obligations”) shall survive the closing and remain binding and for the benefit of the Parties until fully performed. Upon termination, neither Party shall have any further obligations under this Agreement except for the Survival Obligations.

(g) **Exhibits.** All attached **Exhibits** are incorporated by reference and made a part of this Agreement.

(h) **Integrated Agreement.** This is an integrated Agreement, and it contains all of the terms, considerations, understandings, and promises of the Parties. This Agreement may be modified, changed, or rescinded only by an instrument in writing, executed by the Parties. No waiver of any right or remedy shall be effective unless in writing and signed by the Party against which it is sought to be enforced.

(i) **Severability.** Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected, and the illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be part of this Agreement.

(j) **Good Faith.** Whenever a Party’s consent or approval is required under this Agreement, that consent or approval will not be unreasonably withheld, conditioned, or delayed, except as expressly provided to the contrary in this Agreement.

(k) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(l) **Venue.** Any action arising out of this Agreement shall be brought in Stanislaus County, California, regardless of where venue may lie.

(m) **Attorneys’ Fees.** In the event any legal action or demand for arbitration (if applicable) is filed in relation to this Agreement, the unsuccessful Party in that proceeding shall pay to the successful Party the latter’s reasonable attorneys’ fees in addition to any other relief recovered.

(n) **Headings.** The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any Section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

(o) **Construction.** Whenever the context of this Agreement requires, the singular shall include the plural and the masculine, feminine, and neuter shall include the others. This Agreement shall not be construed as if it had been prepared by one of the Parties but rather as if both Parties had prepared this Agreement. This Agreement consists of not only this Agreement but any and all related documents necessary to consummate the purchase of the Property.

(p) **Execution in Counterparts.** This Agreement may be executed simultaneously and in several identical counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. This Agreement has been executed in three (3) counterpart originals. Grantor and City are each to receive one (1) of the fully executed counterparts after delivery to the Escrow Agent. This Agreement may be signed and delivered using facsimile machines and electronic transmission. Any signed facsimile or electronic transmission of this Agreement shall constitute an original counterpart.

(q) **Notices.** Any notice or communication required hereunder between the Parties must be in writing and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by email, a notice or communication shall be deemed to have been given and received unless there is a responding email that indicates that the email was not received. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent; or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Such notices of communications shall be given to the Parties at their addresses set forth below:

TO GRANTOR:	The Evangelical Lutheran Church of the Good Shepard of Turlock Attn: Pastor Ron Youngdale 640 N. Minaret Avenue Turlock, CA 95380
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TO CITY:	Nathan Bray, P.E., Interim City Engineer / Director of Development Services City of Turlock 156 South Broadway, Suite 150 Turlock, California 95380
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TO CITY ATTORNEY:	City Attorney City of Turlock
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156 S. Broadway, Suite 240
Turlock, CA 95380

- (r) **Closing Costs.** The following costs related to closing shall be prorated as follows: (i) City shall pay the fees and charges of the Escrow Agent; (ii) City shall pay all documentary and other transfer taxes and shall bear the cost of the Title Policy (standard California Land Title Association coverage); (iii) City and Grantor shall each pay for their own respective legal, accounting and other consultant fees, charges and costs incurred related to this Agreement, other than the \$5,000 reimbursement as described herein; (iv) Grantor will furnish all documents, releases and cancellations as necessary in order to discharge all existing liens and encumbrances of record against the Property; and (v) City will pay all associated recording costs.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the Effective Date set forth above.

CITY:

CITY OF TURLOCK, a California municipal corporation

GRANTOR:

The Evangelical Lutheran Church of the Good Shepherd of Turlock, a California corporation

By: _____
Sarah Eddy, Interim City Manager

By: _____

Name: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

George A. Petrulakis, Interim City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF FEE SIMPLE ACQUISITION

EXHIBIT "A"

LAND DESCRIPTION

The land referred to herein below is situated in an unincorporated area in the County of Stanislaus, State of California and is described as follows:

The North half of Lot 57 of Elmwood Colony as per Map filed April, 1905, in Volume 2 of Maps, at Page 13, Stanislaus County Records.

EXCEPTING THEREFROM, Parcel A as shown on that certain Parcel Map for Record in the Office of the Stanislaus County Recorder, on July 1, 1980 in Volume 30 of Parcel Maps, at Page 102.

Said land is also known as "Remainder" on that certain Parcel Map filed in Book 30 of Parcel Maps, at Page 102

SUBJECT TO an offer of dedication for a public irrigation and drainage easement affecting the southerly 12.5 feet and the easterly 12.5 feet of the above described area, as shown on said Parcel Map.

ALSO SUBJECT TO an irrigation and drainage easement of unspecified width and location reserved by Charles A. Dickinson, et. al., per deed recorded March 18, 1905 in Volume 95 of DEEDS, at Page 318, Official Records of Stanislaus County.

Containing an area of approximately 19.09 acres.

A PLAT OF THE ABOVE DESCRIBED AREA IS ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyors' Act.

Stephen Pyle

Stephen Joseph Pyle
Professional Land Surveyor
California No. 8385



18 February 2020

Date

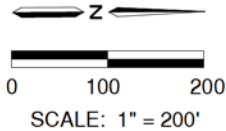
EXHIBIT B

PLAT MAP OF FEE SIMPLE ACQUISITION

EXHIBIT "B"

WEST LINE OF SE 1/4
OF SEC. 1, T.5S.,
R.10E., M.D.B.&M.

QUINCY ROAD



12.5' IRRIGATION & DRAINAGE
EASEMENT OFFERED FOR
DEDICATION PER 30PM102

SOUTH LINE OF NORTH 1/2 OF LOT 57

WEST LINE OF EAST 1/2
OF SOUTH 1/2 OF LOT 57

PARCEL A
30PM102

REMAINDER
30PM102
EVANGELICAL
LUTHERAN CHURCH
DOC. 2002-0064982



18 FEB 2020

ESHAGHZADEH
DOC. 2011-0001626

LOT 54

SMITH
DOC. 2016-0083985

LEGEND

CENTERLINE _____
EASEMENT - - - - -
PARCEL _____
RIGHT OF WAY _____
SUBJECT AREA _____

ABBREVIATIONS

LOT PER ELMWOOD COLONY MAP, VOL 2
OF MAPS, PAGE 13, S.C.R.
O.R.S.C. OFFICIAL RECORDS OF STANISLAUS
COUNTY

LOT 56
SANDHU
DOC. 2013-0024350

LOT 55

STILES
DOC.
2019-
0039708



1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

PLAT TO ACCOMPANY DESCRIPTION

SCALE:	1"=200'	DATE:	2021-02-18
JOB NO.:	37790 TURLOCK LOCAL IMPROVEMENTS		
FILE:	37790-PLAT-FEE.DWG		

1
of
1

EXHIBIT C

PERMITTED EXCEPTIONS

SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

Taxes:

- A. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.
- B. Taxes and/or assessments affecting the land, if any, for Community Facility Districts including Mello Roos Districts which may exist by virtue of assessment maps or notices filed by said districts. Said taxes and/or assessments are typically collected with the County taxes; however, some districts may remove these taxes and/or assessment from the County taxes and assess and collect them separately.
- C. Confirmation of the tax figures must be made prior to close of escrow. Please contact the County Tax Collector prior to closing.

Exceptions:

- 1. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, geothermal resources, brine, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart Title Guaranty Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 2. Title to, and easements in, any portion of the land lying within any highways, roads, streets, or other ways.
- 3. An easement for irrigation ditch and rights incidental thereto as set forth in a document recorded March 18, 1905 in Book 95 of Deeds at Page 318.

The exact location of the easement is not disclosed by the instrument.
- 4. An easement or other provisions for the purpose of irrigation and drainage and rights incidental thereto as shown on the recorded map, which affects the Southerly 12.5 feet and the Easterly 12.5 feet.
- 5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 6. Matters contained in a document entitled "Acceptance of Irrevocable Offer of Dedication", by and between Chas H. Dickinson and The County of Stanislaus recorded June 16, 2020, as [Instrument No. 2020-0041629-00](#), of Official Records.
- 7. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact your title officer immediately for further review.
- 8. In order to insure a conveyance, acquisition or encumbrance by the corporation or unincorporated association named below you must provide the following:

Entity: The Evangelical Lutheran Church of the Good Shephard of Turlock, a California corporation

(a) A copy of the corporation By-Laws or Articles.

(b) An original or certified copy of the Resolution authorizing the subject transaction.

(c) If the By-Laws or Articles require approval by a "parent" organization, a copy of that entities' By-Laws or Articles.

(d) If an unincorporated association, a statement pursuant to applicable law (such as California Corporation Code Section 20002).

Additional requirements or items may be requested upon review of the required documents set forth above,

(End of Exceptions)



AMENDMENT NO. 6
to the
Agreement between the
CITY OF TURLOCK
and
CAROLLO ENGINEERS, INC.
For
SURFACE WATER DISTRIBUTION SYSTEM IMPROVEMENTS
CITY PROJECT NO. 18-69
CONTRACT NO. 2019-37

THIS AMENDMENT NO. 6, dated August 10, 2021, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California (hereinafter "CITY") and **CAROLLO ENGINEERS, INC.**, a Delaware corporation (hereinafter "CONSULTANT"). CITY and CONSULTANT are hereinafter referred to collectively as the "Parties."

WHEREAS, the Parties hereto previously entered into an Agreement dated December 11, 2018, whereby CONSULTANT will perform design services (hereinafter the "Agreement"); and

WHEREAS, on June 23, 2020, the Parties entered into Amendment No. 1 to the Agreement dated December 11, 2018, whereby CONSULTANT was to perform additional work in accordance with Exhibit C to Amendment No. 1; and

WHEREAS, on August 11, 2020, the Parties entered into Amendment No. 2 to the Agreement dated December 11, 2018, whereby CONSULTANT was to perform additional work in accordance with Exhibit D to Amendment No. 2; and

WHEREAS, on September 22, 2020, the Parties entered into Amendment No. 3 to the Agreement dated December 11, 2018, whereby CONSULTANT was to perform additional work in accordance with Exhibit E to Amendment No. 3; and

WHEREAS, on November 10, 2020, the Parties entered into Amendment No. 4 to the Agreement dated December 11, 2018, whereby CONSULTANT was to perform additional work in accordance with Exhibit F to Amendment No. 4; and

WHEREAS, on March 23, 2021, the Parties entered into Amendment No. 5 to the Agreement dated December 11, 2018, whereby CONSULTANT was to perform additional work in accordance with Exhibit G to Amendment No. 5.

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

1. Paragraph 1 is amended as follows:

1. SCOPE OF WORK: CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to complete the original scope of services attached as Exhibits A and B to the Agreement.

In addition to the Scope of Work attached as Exhibits A and B to the Agreement, CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, to complete the original scope of services, the scope of services set forth in Amendment No. 1 as Exhibit C, Amendment No. 2 as Exhibit D, Amendment No. 3 as Exhibit E, Amendment No. 4 as Exhibit F, Amendment No. 5 as Exhibit G, and the added scope of services attached to this Amendment No. 6 as Exhibit H, which are necessary and required to provide additional services, and shall perform such services in accordance with the specifications attached to the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and this Amendment No. 6.

2. The first paragraph of Paragraph 4 is amended as follows:

4. COMPENSATION: CITY agrees to pay CONSULTANT additional compensation in the amount of One Million Three Hundred Fifteen Thousand Two Hundred Sixty-One and No/100^{ths} Dollars (\$1,315,261.00) in accordance with Exhibit H 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, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and this Amendment No. 6 shall not exceed Six Million Four Hundred Fifty-Seven Thousand Eight Hundred Twenty and No/100^{ths} Dollars (\$6,457,820.00). Such maximum amount shall be compensation for all of CONSULTANT's expenses incurred in the performance of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and this Amendment No. 6. CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

[Signatures on Following Page]

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 California
municipal corporation**

By: _____
Sarah Tamey Eddy, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, Interim City Attorney

ATTEST:

By: _____
City Clerk

**CAROLLO ENGINEERS, INC.,
a Delaware corporation**

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT H
SCOPE OF WORK
SURFACE WATER DISTRIBUTION SYSTEM IMPROVEMENTS PROJECT
ENGINEERING SERVICES DURING CONSTRUCTION

Project Background

The City of Turlock (City) partnered with the City of Ceres and the Turlock Irrigation District (TID) to form the Stanislaus Regional Water Authority (SRWA) to develop the Regional Surface Water Supply Project (RSWSP). The RSWSP includes a new surface water treatment plant located on the Tuolumne River and transmission pipelines to deliver water to the Cities of Ceres and Turlock. The RSWSP will initially provide 15.0 mgd of water supply to the cities of Ceres and Turlock and ultimately provide 45.0 mgd. The City of Turlock will initially receive 10.0 mgd and ultimately 30.0 mgd of new surface water supply, which will help diversify the City's water supply and reduce its dependence on groundwater. SRWA is using a design build delivery process to design and construct the RSWSP, which is currently under way.

The City has completed design of its Surface Water Distribution System Improvements Project (Project) which includes a 2.3 million gallon (MG) storage tank, 12.0 million gallons per day (mgd) booster pump station, three pressure reducing stations, and approximately 12,000 linear feet of 16-inch to 54-inch diameter water transmission pipeline to deliver treated surface water from the RSWSP to the City's customers. The improvements will increase the emergency, operational, fire flow, and potable water storage capacity in the City's system.

This scope of work provides engineering services during construction for the Project.

General Assumptions:

This scope of work is based on the following general assumptions. Additional assumptions are listed in each task:

- This scope of work includes engineering services during construction (ESDC) for the Project as described above and shown in the Final Contract Documents.
- This scope of work does not include construction management services.
- The City is pre-purchasing the pumps, motors, and variable frequency drives under a separate contract.
- Notice to proceed is assumed to be August 2021.

Scope of Work

Task 1: Project Management

Task 1.1 - Project Administration

Carollo will provide project administration and management necessary to perform planning, execution, monitoring, and reporting for the project. Carollo will submit monthly invoices to summarize the work performed that month, the current percent complete, and percent spent of the budget.

Task 1 Deliverables:

- Monthly progress reports.

Task 1 Assumptions:

- The project duration is 25 months.

Task 2: Meetings and Site Visits

Task 2.1 - Pre-Construction Meeting

Carollo will attend the pre-construction meeting for the Project. The pre-construction meeting will be held at the Owner's facility in the City of Turlock, or near the construction site and will be led by the Construction Manager.

Task 2.2 - Coordination with SRWA and SRWA's Design Build Team

Carollo will prepare for and attend eight (8) coordination meetings with the SRWA, SRWA's Design Build team, other consultants, and/or other agencies as required. Carollo will prepare meeting minutes for the review meetings.

Task 2.3 - Partnering Meetings

Carollo will attend six (6) partnering meetings with the City, Contractor, Construction Manager, and a third-party facilitator. The partnering meeting facilitator will be hired by the Contractor and the meetings will be in the City of Turlock, or near the Project site.

Task 2.4 - Construction Meetings

Carollo will attend weekly construction meetings with the Contractor, Construction Manager, and City during the 18-month active construction phase of the project. Carollo will attend bi-weekly construction meetings (every two weeks) during the 7-month startup phase of the project. Carollo will attend half of the construction meetings in person and half of the construction meetings virtually. It is assumed the Construction Manager will schedule, administer, prepare meeting notes, and provide a virtual attendance (i.e. Microsoft Teams) option for the construction meetings.

Task 2.5 - Coordination Meetings with the City

Carollo will attend a bi-weekly coordination calls with the City and Construction Manager to discuss key submittals, progress of the work, and project status.

Task 2.6 - Design Engineer Site Visits

Carollo's technical staff, including lead pump station, pipeline, structural, electrical and instrumentation engineers will conduct periodic site visits during construction to review progress, address technical concerns, and coordinate with the Construction Manager.

Assumptions:

- Carollo will attend one pre-construction meeting for the Project.
- Carollo will attend eight (8) coordination meetings with SRWA. The meetings are assumed to be virtual.
- Carollo will attend six (6) partnering meetings for the Project. The partnering meetings will be located at the Project site, or a location within the City of Turlock.
- Carollo will attend eighty-eight (88) construction meetings at the Project site. We have assumed weekly construction meetings during the 18-month active construction and an additional 4 months for the project startup and commissioning phase.
- Carollo will host bi-weekly coordination meetings with the Owner during the project. We have assumed 50 coordination meetings.
- We have budgeted six (6) design engineer site visits at 8 hours per trip. We have also assumed two engineers will attend each visit.

Deliverables:

- Carollo will prepare meeting minutes for the design engineer site visits depending on the subject matter discussed.
- Carollo will prepare meeting minutes for meetings with SRWA depending on the subject matter discussed.

Task 3: Engineering Services During Construction**Task 3.1 - Respond to Contractor RFI's**

Carollo will respond to Contractor's RFIs during construction of the Project. We assume the Construction Manager will consider and evaluate validity of RFIs, questions, and modification requests prior to forwarding them to Carollo.

Task 3.2 - Shop Drawing and Submittal Review

Carollo will review and respond to product submittals and shop drawing submittals from the Contractor forwarded by the Construction Manager. Review comments will be returned to the Construction Manager for processing and distribution to the Contractor and other parties. This scope assumes the Construction Manager will perform preliminary review of shop drawings to confirm the format and presentation meet the requirements of the contract documents. The Construction Manager will be responsible for reviewing the Contractor's construction management related submittals including Contractor's schedules, schedule of values, and progress payment requests.

Task 3.3 - Design Changes

Carollo will develop design changes throughout the project construction to address Contractor questions, requests for information, changed field conditions, or for other related reasons.

Task 3.4 - Claim Review

Carollo will assist the City and Construction Manager in reviewing one claim regarding the project construction schedule, change order requests, performing time impact analyses, or other items as requested by the City.

Task 3.5 - Monument Preservation and On-call Surveying Support

Carollo's subconsultant O'Dell will provide survey monument preservation and on-call surveying assistance. Prior to construction, O'Dell will perform a field survey to locate monuments that may be disturbed by construction. For each monument, O'Dell will establish at least four (4) durable reference points and collect measurements sufficient to replace the monument if it is destroyed. Any two (2) reference points will be sufficient for replacement.

- Prepare and submit a Corner Record to Stanislaus County.
- After construction activities are completed, confirm if monuments have been disturbed. All disturbed monuments will be replaced in their original location. The replacement monument will be of a type approved by the appropriate local, state, or federal agency.
- Prepare and submit a Corner Record to Stanislaus County for monuments replaced after construction.

O'Dell Engineering will also provide surveying support services needed on an on-call basis and property transfer services. The property transfer services include the following:

- Preparing one (1) land description package to support fee title transfer of a portion of the City-owned tank site parcel. A land description package includes a written description, a closure report, and a plat (exhibit).
- Prepare and submit a Record of Survey map to Stanislaus County. The Record of Survey Map will comply with Section 8762 of the Professional Land Surveyors' Act.
- Monuments will be placed at the newly established property corners.

Assumptions:

- Carollo has budgeted for up to 150 RFIs with an average review time of 6 hours per RFI response.
- Carollo has budgeted for 160 initial shop drawing submittals with an average of 6 hours of engineering time per shop drawing and 80 shop drawing resubmittals with an average of 4 hours per shop drawing resubmittal.
- Carollo has budgeted for 10 design changes at 24 hours per design change.
- This task includes an allowance of \$10,000 for claim review. Additional claim review budget will be negotiated with the City during construction if necessary.
- O'Dell has assumed the following for the Monument Preservation and On-Call Surveying Support described under Task 3.5:

- During construction, provide one (1) mobilization to collect survey monuments which are in immediate peril of destruction and warrant collection for future reuse under federal, state, or local guidelines.
- After construction activities are complete, perform a field survey to verify the condition of all monuments located prior to construction.
- Any monument found to have been disturbed or destroyed by construction that falls outside of paved areas will be rehabilitated or replaced, as necessary; locations within paved areas will be identified with temporary surface markings and the Engineer will be provided with a summary of these locations for the contractor to install monument boxes and/or replacement monuments as needed. Following completion of the installation of the replacement monument and/or box, perform an additional field survey to verify the monument condition and position, and to perform final monument setting as needed.
- Prepare and submit post-construction corner records for all disturbed monuments.
- This task assumes that up to ten (10) monuments will require replacement.
- Construction Manager will host an electronic document management system for review and response to submittals, RFIs, etc.
- Agency fees will be paid by the City (monument restoration, etc.)

Deliverables:

- Responses to Contractor RFIs.
- Responses to Contractor submittals.
- Drawing and specification revisions for design changes.
- Written response to Contractor claims.
- Monument preservation summary and supporting exhibits.
- Final copy of Post-Construction Corner Records.

Task 4: Operations and Maintenance Manual

Task 4.1 - Operations and Maintenance Manual

Carollo will develop an Operations and Maintenance (O&M) Manual for the booster pump station, terminal tank, stormwater pump station and detention basin, pressure reducing valves stations, and transmission pipelines and appurtenances (air valves, cathodic protection system, etc.) under this task.

Assumptions:

- The O&M manual will be developed in PDF format and will include basic guidelines for operation of the facilities.

Deliverables:

- O&M manual in PDF and hard-copy format. This scope includes printing of 3 copies of the O&M manual sections updated for the project.

Task 5: Project Closeout and Record Drawings

Task 5.1 - Prepare Punch List

When the project has reached substantial completion, Carollo's discipline staff including the project manager, project engineer, structural engineer, and electrical engineer will walk the Project site in the presence of the Owner and Contractor and establish a list of items to be completed. This list will be issued as an attachment to the "Certificate of Substantial Completion" and is intended to supplement the Construction Manager's list of items to be completed.

Task 5.2 - Prepare Record Drawings

The Contractor is required to provide the City and Construction Manager a final set of marked-up record (as-built) drawings. After substantial completion, Carollo will review the final version of the Contractor's record (as-built) drawings compiled by the Construction Manager. Carollo will then prepare a set of record drawings based on the Contractor's mark-ups in electronic format and deliver the electronic documents to the City. Record drawings will be prepared using Carollo's standard record drawing format. It is assumed that Carollo will rely solely on markups prepared by the Contractor and Construction Manager to perform this work.

Task 5.3 - Eleven-Month Project Walk Through

Carollo will provide a project walk through eleven months after substantial completion. This task includes inspection of the project for deficiencies prior to the 1-year project warranty expiration.

Deliverables:

- Carollo will develop electronic drawings and specifications of the Record Drawings. Carollo will provide 1 full size (22" x 34") record drawing set and four (5) half sized sets (11"x17") of the record drawings and specifications.
- Punch list following substantial completion in Excel format.
- Eleven-month project walk through notes.

Assumptions:

- Carollo will rely solely on markups prepared by the Contractor and Construction Manager to develop the Record Drawings.
- The eleven-month walk through will be performed 11 months after substantial completion.

Time of Performance:

The engineering services during construction are assumed to start August 1, 2021 and be complete August 31, 2023. The 25-month duration is based on 18 months of active construction (Contractor NTP through the March 1, 2023 Milestone for completing Phase 1 testing) and 7 months for project startup and Phase 2 testing, completion of record drawings, and project close-out. The proposal assumes a decreased level of effort during the startup and testing phase. We have reduced the frequency of construction meetings down to two meetings per month during the 7-month startup and testing phase.

CITY OF TURLOCK
SURFACE WATER DISTRIBUTION SYSTEM IMPROVEMENTS PROJECT
ENGINEERING SERVICES DURING CONSTRUCTION
ENGINEERING FEE ESTIMATE

JUNE 30, 2021

Task No.	Task Description	CAROLLO																		SUBCONSULTANTS								ODC's		Total Costs
		Principal in Charge	Project Manager	Project Engineer	QA/QC	Assistant Professional	Lead Structural Engineer	Professional Structural Engineer	Lead Electrical Engineer	Professional Electrical Engineer	Lead Instrumentation Engineer	Professional Instrumentation Engineer	Architect	Professional Mechanical	Assistant Mechanical Engineer	Senior CADD Technician or Admin	CADD Technician	Document Processing/Clerical	Total Labor Hours	Total Labor Costs	Crawford & Associates	O'Dell Engineering	JDH Corrosion Consultants	Pezzoni	Siegrfried Engineering	Subconsultant ODC (10%)	Total Sub Costs	PECE \$13.00	Other ODC's	
TASK 1 - PROJECT MANAGEMENT		\$301	\$285	\$285	\$301	\$193	\$280	\$236	\$280	\$236	\$280	\$236	\$193	\$236	\$193	\$203	\$146	\$129												
1.1 Project Administration		8	100	0	0	0	0	0	0	0	0	0	0	0	0	100	0	0	208	\$51,208	\$9,410	\$2,500	\$3,400	\$0	\$2,000	\$1,731	\$19,041	\$2,704	\$0	\$72,953
Subtotal Task 1		8	100	0	0	0	0	0	0	0	0	0	0	0	0	100	0	0	208	\$51,208	\$9,410	\$2,500	\$3,400	\$0	\$2,000	\$1,731	\$19,041	\$2,704	\$0	\$72,953
TASK 2 - MEETINGS AND SITE VISITS																														
2.1 Pre-Construction Meeting		0	6	6	0	12	0	0	0	0	0	0	0	0	0	0	0	0	24	\$5,736	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$312	\$106	\$6,154
2.2 Coordination with SRWA and SRWA's Design Build Team (Assumes 8)		0	32	32	0	32	0	0	0	0	0	0	0	32	0	0	0	0	128	\$31,968	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,664	\$0	\$33,632
2.3 Partnering Meetings (Assumes 6)		0	48	48	0	49	0	0	0	0	0	0	0	0	0	0	0	0	144	\$36,536	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,872	\$638	\$39,046
2.4 Construction Meetings (Assumes weekly meetings over 18-month active construction and bi-weekly meetings during 6-month startup phase. Also assumes 50% meetings are virtual and 50% are in person)		0	125	156	0	312	0	12	0	0	0	0	0	19	0	0	0	624	\$146,802	\$7,500	\$0	\$5,370	\$5,900	\$6,000	\$2,477	\$27,247	\$8,112	\$4,575	\$186,736	
2.5 Coordination Meetings with the City (Assumes 50)		0	25	25	0	50	0	0	0	0	0	0	0	0	0	0	0	100	\$23,900	\$0	\$0	\$2,170	\$0	\$0	\$217	\$2,387	\$1,300	\$0	\$27,587	
2.6 Design Engineer Site Visits (Assumes 6)		0	0	0	24	0	0	24	0	0	24	0	0	24	0	0	0	96	\$23,184	\$7,692	\$0	\$1,720	\$5,900	\$6,000	\$2,131	\$23,443	\$1,248	\$638	\$48,514	
Subtotal Task 2		0	235	267	24	455	0	36	0	0	24	0	32	43	0	0	0	1116	\$268,126	\$15,192	\$0	\$9,260	\$11,800	\$12,000	\$4,825	\$53,077	\$14,508	\$5,958	\$341,670	
TASK 3 - ENGINEERING SERVICES DURING CONSTRUCTION																														
3.1 Respond to Contractor RFIs (Assumes 150 RFIs)		0	45	225	18	279	0	63	0	63	0	63	63	0	63	0	0	18	900	\$207,459	\$6,613	\$0	\$2,540	\$9,050	\$2,000	\$2,020	\$22,223	\$11,700	\$0	\$241,382
3.2 Shop Drawing and Submittal Review (Assumes 160)		0	64	256	26	384	0	128	0	38	0	128	128	0	102	0	0	26	1280	\$290,266	\$6,613	\$0	\$2,170	\$16,450	\$2,000	\$2,723	\$29,956	\$16,640	\$0	\$336,861
3.3 Design Changes (Assumes 10)		0	0	60	5	48	0	0	0	0	0	0	0	0	12	115	0	240	\$47,064	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,120	\$0	\$50,184	
3.4 Claim Review (Assumes allowance of \$10,000)		0	6	0	26	0	0	0	0	0	0	0	0	0	0	0	0	32	\$9,582	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$418	\$0	\$10,000	
3.5 Monument Preservation and On-Call Surveying Support		0	4	16	0	40	0	0	0	0	0	0	0	0	0	0	0	60	\$13,420	\$0	\$52,500	\$0	\$0	\$0	\$5,250	\$57,750	\$780	\$0	\$71,950	
Subtotal Task 3		0	119	557	74	751	0	191	0	101	0	191	191	0	165	12	115	44	2512	\$567,790	\$13,225	\$52,500	\$4,710	\$25,500	\$4,000	\$9,994	\$109,929	\$32,658	\$0	\$710,377
TASK 4 - OPERATIONS AND MAINTENANCE MANUAL																														
4.1 Operations and Maintenance Manual		0	24	40	0	120	0	0	0	0	0	0	0	0	80	0	0	40	304	\$62,000	\$0	\$0	\$4,150	\$4,300	\$0	\$845	\$9,295	\$3,952	\$1,000	\$76,247
Subtotal Task 4		0	24	40	0	120	0	0	0	0	0	0	0	0	80	0	0	40	304	\$62,000	\$0	\$0	\$4,150	\$4,300	\$0	\$845	\$9,295	\$3,952	\$1,000	\$76,247
TASK 5 - PROJECT CLOSEOUT AND RECORD DRAWINGS																														
5.1 Prepare Punch List		0	8	0	0	8	8	0	8	0	8	0	0	8	0	0	0	2	50	\$12,690	\$0	\$0	\$17,980	\$3,400	\$6,000	\$2,738	\$30,118	\$650	\$0	\$43,458
5.2 Prepare Record Drawings		0	0	10	6	64	0	0	0	0	0	0	0	0	0	0	240	0	320	\$51,973	\$0	\$0	\$3,190	\$0	\$0	\$319	\$3,509	\$4,154	\$2,750	\$62,386
5.3 Eleven Month Project Walk Through		0	8	8	0	16	0	0	0	0	0	0	0	0	0	0	0	0	32	\$7,648	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$416	\$106	\$8,170
Subtotal Task 5		0	16	18	6	88	8	0	8	0	8	0	0	8	0	0	240	2	402	\$72,311	\$0	\$0	\$21,170	\$3,400	\$6,000	\$3,057	\$33,627	\$5,220	\$2,856	\$114,014
Engineering Services During Construction (Tasks 1-5)		8	495	881	105	1414	8	227	8	101	8	215	191	40	288	112	355	86	4542	\$1,021,435	\$37,827	\$55,000	\$42,690	\$45,000	\$24,000	\$20,452	\$224,969	\$59,042	\$9,815	\$1,315,261



**AGREEMENT BETWEEN THE CITY OF TURLOCK
and
WEST YOST ASSOCIATES
for
CONSTRUCTION MANAGEMENT SERVICES**

City Project No. 18-69 “Surface Water Distribution System Improvements”

THIS SERVICE AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and WEST YOST ASSOCIATES (“Professional”) on this 10th day of August 2021 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with construction management services for **City Project No. 18-69 Surface Water Distribution System Improvements** (the “Project”).

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

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

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

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

AGREEMENT

1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 53 of this Agreement, Sections 1 through 52 shall prevail.

2. Term. The term of this Agreement shall be 3 years and will commence on the Effective Date and terminate on the 10th day of August, 2024 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. None.

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

5. Work.

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

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

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

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

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

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

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work.

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed **Two Million One Hundred Eighty One Thousand Fifty Five and No/100ths Dollars (\$2,181,055.00)** ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such

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

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

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

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

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

City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

19. Termination of Work by City for Its Convenience. City shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Professional.

In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24.1 General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars (\$2,000,000.00).

24.2 Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

24.3 Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per occurrence or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

24.4 Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

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

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

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

City's Agents, except for such Liabilities caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents.

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

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

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

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

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

If to City:

**City of Turlock
Attn: Nathan Bray
156 S. Broadway, Suite 150
Turlock, CA 95380**

With courtesy copies to:

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

If to Professional:

Attn: _____

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

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

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

34. Use of City Project Number. Professional or its subcontractors agree to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this Section shall preclude Professional or its subcontractors from using their own project numbers for their own internal use.

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

36. 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.

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

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

39. Drafting and Ambiguities. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any

rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

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

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

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

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

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

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

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

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

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

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

50. Attorney's Fees and Costs. If any action at law or in equity not resolved pursuant to the "Arbitration of Disputes" section of this Agreement, including action for declaratory relief, is

brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

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

52. Time is of Critical Importance. Time is of critical importance in this Agreement for each covenant and term of a condition herein.

[Signatures on Following Page]

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

PROFESSIONAL

West Yost Associates

By: _____

Print Name: _____

Title: _____

Date _____

CITY

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

By: _____
Sarah Tamey Eddy, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
City Clerk



CITY OF TURLOCK

Construction Management Services for City Project No. 18-69

"SURFACE WATER DISTRIBUTION
SYSTEM IMPROVEMENTS"



Proposal

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Fee - West Yost’s fee and not to exceed cost are located, per the Request for Proposal, in a separate, sealed envelope

WEST YOST



1 & 2 GENERAL INFORMATION & BACKGROUND



Firm Information



FIRM NAME

West Yost

FIRM TYPE

Prime Contractor, Consulting Water Engineering
Incorporated in the State of California as an S Corporation:
C1956281, DUNS: 62-296-8386, DIR: 1000028648

FIRM ESTABLISHED	ANNUAL WORK VOLUME	# PROJECTS COMPLETED
1990	\$44M	> 4,300

CM TEAM ESTABLISHED	CM WORK CONSTRUCTION VALUE
2001	\$600M

POC/MAIN ADDRESS/PHONE

West Yost Corporate Headquarters

2020 Research Park Drive, Suite 100, Davis, CA 95618
Main: 530.756.5905

POC: Kevin Swazas, PE, Principal-in-Charge

8950 Cal Center Drive, Bldg 1, Suite 363,
Sacramento, CA 95826
Cell: 916.832.9119, kswazas@westyost.com

PRIMARY CONTACT AUTHORIZED TO NEGOTIATE FOR THE FIRM AND MAKE BINDING AGREEMENTS

Greg Chung, Vice President & Operations Manager
2020 Research Park Drive, Suite 100, Davis, CA 95618
Cell: 650.862.3517, gchung@westyost.com

West Yost is a civil engineering consulting firm founded in 1990 with a focus exclusively in water. We specialize in water supply, potable water treatment, storage, distribution, wastewater treatment and conveyance, recycled water, groundwater, and stormwater. Services within these focus areas include planning, modeling, design, asset management, program management, construction management (CM) and inspection, operations technology, and cybersecurity.

Our staff comprises 180 people located in 12 offices located in Arizona, California, Oregon, and Washington and includes civil, mechanical, electrical, and control systems engineers, and hydrogeologists and geologists.

The person authorized to negotiate contract terms and make binding agreements is Greg Chung. Details about our firm are in the table to the left and subconsultants, below.

West Yost's Construction Management Services

West Yost created an independent, stand-alone CM and inspection group in 2001 that provided CM and inspection services for the newly created community of Mountain House, CA located 10 miles west of the City of Tracy. The initial projects included a potable water treatment plant, wastewater treatment plant, potable water booster pump stations, and potable water storage reservoirs. The total construction work was valued at more than \$100 million.

West Yost's Construction Management Team has grown since the Mountain House work and we specialize in managing our client's construction process once the construction project is awarded to a general contractor (GC). Our construction managers and inspectors collaborate and coordinate between the contractor and our client. Our focus is managing the scope, quality, schedule, cost, and safety components of the construction contract to complete fulfillment and client satisfaction.

We manage risks to protect our client's ratepayers from incurring additional costs due to project delays and/or legal disputes, especially due to design ambiguities or contract interpretation issues.

Our experience allows us to identify and solve challenging problems, working with the designer to improve constructibility. **We earn your trust and deliver the project as you intended it to be with minimal impacts and headaches.** We specialize in construction administration and inspection of water and wastewater projects including:

- Water Storage Tanks – Concrete and Steel
- Potable Water and Recycled Water Pipelines
- Pump Stations
- Water and Wastewater Treatment Plants
- Trunk Sewers and Sewer Rehabilitation
- Wetlands Restoration

Team Introduction

Construction Manager **Eric Harman** will manage this project and lead the day-to-day CM operations. He has experience with prestressed concrete tanks, booster pump stations, pipelines, and CMU building construction. He also has experience with large diameter welded steel, clay, PVC, and HDPE pipe; micro-tunneling, jack and bore, and other trenchless pipe installation methods. **His recent experience on the City of Turlock's (City's) North Valley Regional Recycled Water Program, Turlock Component (NVRWP) make him an ideal candidate for the City's Surface Water Distribution System Improvements project.**

Key members of the team include inspectors **Calvin Yocom** and **Jesse Shah**, and **Amy Rangel**, who will provide construction administration, as she did for NVRWP.

West Yost's full in-house CM and construction inspection team has been led for the past 14 years by principal **Kevin Swazas**. Kevin is a professional engineer and certified construction manager with 40 years of experience. He will provide the City with the resources and expertise required to meet the unique needs of this project. As Principal-in-Charge, he will also serve as an additional line of communication with the City and confirm our scope of services are being achieved.

Subconsultants

The firms included as subconsultants have worked with us on multiple projects, including for the NVRWP, and their contributions are highly valued by our team.

Our trusted subconsultant, **Kleinfelder**, will provide special inspection and materials testing. Kleinfelder has ten employees located in their nearby Stockton office who can provide inspection services. The materials testing on the work provided by Val Baroni will be done in the Kleinfelder lab, overseen by Robert Hill.

SUBCONSULTANT ADDRESS/PHONE

Kleinfelder

2001 Arch Airport Road, Suite 100, Stockton CA 95206
209.948.1245

Circlepoint

200 Webster Street, Suite 200, Oakland, CA 954607
510.285.6744

RGM Kramer, Inc.

3230 Monument Way, Concord, CA 94518
925.671.7717

KLEINFELDER, INC. - MATERIALS TESTING

Kleinfelder has teamed with West Yost on over 75 projects, including the City's NVRWP. Kleinfelder is a national employee-owned firm, based in California for 60 years, and is a recognized leader in providing materials testing and inspection services. Kleinfelder's materials technicians are certified by the following organizations: the National Institute for the Certification of Engineering Technicians, International Code Council/International Conference of Building Officials, American Concrete Institute, American Society for Nondestructive Testing, State of California-Division of the State Architect, and the American Welding Society, as well as various local jurisdictions. Their special inspectors are experienced, hold multiple certifications, and are cross-trained to provide field observation and testing services on differing construction applications.

CIRCLEPOINT - PUBLIC OUTREACH

Circlepoint, has worked with West Yost on four large projects, including the City's NVRWP Project and they currently serve on the West Yost team for the Stanislaus Regional Water Authority (SRWA) Regional Surface Water Supply Project. Circlepoint, a privately held California corporation has been a guiding force in helping clients address complex issues and strengthen communities through their Communications and Environmental practice areas since 1987. Through their strategic process for integrated marketing communications, Circlepoint aligns unique challenges and engages intended audiences through highly effective campaigns. They tailor communication strategies to meet program needs, drawing on expertise in public engagement, marketing, creative services, and web

and interactive. In addition to the NVRRWP, Circlepoint is on the West Yost team for the Modesto River Trunk Realignment Gravity Sewer Project. Their experts are thoroughly familiar with all the stakeholders and the local issues and can quickly perform any outreach required.

RGM KRAMER, INC. - LABOR COMPLIANCE

RGMK has performed Labor Compliance and Prevailing Wage Administration programs in county, city, school districts and public utility agencies for more than 200 public works projects. RGMK staff are knowledgeable of Davis-Bacon and Davis-Bacon-related acts and are proficient in monitoring state and federally funded projects. RGMK has worked on four projects with West Yost, including the NVRRWP for the City.

Benefits of Important Relationships of our Team

Regional Working Relationships

West Yost serves as the Owner's Representative for the Regional Surface Water Supply Project for Stanislaus Regional Water Authority.

This project will provide the treated surface water to the City's water supply project and is critical to a secure future water supply in the region. West Yost's CM team works on a regular basis with the Owner's Representative Team. Our internal knowledge of the SRWA program and this element provide a larger and unique understanding of what is anticipated to make your Surface Water Distribution System Improvements project a success.

Project Relationships

West Yost brings recent experience and longtime successful working relationships developed over many years with your design engineer.

Much of the CM work we have completed over the past decade are for projects that have been designed by your design engineer. We have worked with them on projects since 2012, including NVRRWP, and have a good understanding of how they prepare contract documents. In general, the design engineer's contract documents are very thorough and clear and because of that, they provide us with the ability to enforce them efficiently. They know that we can be trusted to reasonably enforce the documents and when needed, we can have discussions on how we can team with them and the GC to resolve any project concerns while maintaining the integrity of their documents.

For the City's NVRRWP project one example of successfully working together was revisions to the cathodic protection

system around the flow control valve vault. The GC and West Yost had questions about the protection of the pipe and appurtenances around the structure and approached the engineer to discuss the design. Through collaboration with the GC and design engineer the cathodic protection system was redesigned to improve the end product.

When we provided CM and inspection services for City of Modesto's BNR/Tertiary Treatment Project, the design engineer provided Engineering Services During Construction (ESDC). We successfully worked together to alter design specifications for the required air content of the structural concrete when a local ready-mix supplier to the GC had difficulty meeting the required air content and 28-day compressive strength. After testing, the design engineer was able to lower the requirement which resolved the matter and was deemed not to lower the overall quality of the concrete used for the remainder of the project.

Challenges we addressed successfully together on the City of Modesto's Headworks, Dryden Box & Influent Flume Improvements project:

- **Avoiding Costly Demolition Work Through Creative Solutions:** An unmarked abandoned structure was encountered that encroached on the proposed junction box and demolition of the unmarked existing structure would have resulted in a \$300,000 change order. Working with the City, GC and design engineer, we were able to avoid demolishing the abandoned structure and used a portion of that structure and shoring for the new structure. This unique solution resulted in a no-cost change order.
- **Responding with In-House Expertise to Solve a Schedule Challenge:** The named SCADA integrator (HSQ) failed to respond to the Electrical & Instrumentation subcontractors and did not meet intermediate goals. West Yost worked with the City and the design engineer to implement an industry standardized SCADA system, leading to the replacement of the proprietary SCADA program and integrator, and resulting in a credit of \$200,000 in addition to meeting the deadline.

We have also worked directly with Turlock Irrigation District (TID), coordinating work adjacent to their power poles and providing new service to the Modesto Jennings Road treatment plant.

FAST FACTS

0 PROJECTS ENDED IN LITIGATION	6 RECENT DN TANKS PROJECTS	50 MILES OF PIPELINE MANAGED BY CM
--------------------------------------	----------------------------------	--

Expertise of the West Yost CM Team

DN TANKS EXPERTISE

- Safety track record shows the value we place on safety awareness
- Numerous prestressed concrete tanks successfully constructed
- Water tightness is critical from the foundation up
- Proper concrete curing is essential for water tightness
- Falsework for the roof is essential for a safe construction
- Penetrations and embeds must be correctly located and installed to prevent weak spots in the tank integrity
- Accurate placement of reinforcing steel, seismic cables, tension rods, and water stop critical for constructing a watertight vessel
- Understand the importance of NSF-61 compliance during the submittal process to ensure the correct materials and equipment are installed
- Hot weather concrete placement can greatly impact the amount of cracking and potential leak points in the tank slab and wall. We will make sure the concrete is cured in conformance with the ACI Curing recommendations and per the Contract Documents.

PIPELINE EXPERTISE

- CM on over 25-miles of welded steel, HDPE, ductile iron, FRPMP, and PVC pipelines
- Safety performance with only 1-reportable lost-time accident
- Buttoning-up the open trenches and placement of k-rails, barricades, lighting, and warning signs very important to protecting the general public during off-hours
- Emergency response preparation and execution during off-hours critical to maintain trust with the local communities
- Groundwater control and disposal critical to making production goals
- Knowledge and experience with the local soil and groundwater conditions can avoid many issues
- Daily production goals needed to meet the schedule must be tracked and action quickly taken if the production rate slips
- Public outreach is important to keep the public informed to minimize complaints and disruptions
- Installation of the pipelines and backfill means and methods are important to achieve joint integrity
- Use of native slurry backfill is an option most likely to occur to minimize costs and time
- Interior inspection requires a youthful presence and strong safety protocol
- Traffic control plans must be designed to meet unique construction means and methods and the limitations of the work zone
- Be prepared to address conflict with existing and unmarked buried utilities
- Existing drainage culverts may be degraded and may require replacement
- It is critical to coordinate roadway restoration work with City and County agencies
- Understand all of the permit and environmental conditions and mitigation measures
- CCTV inspections of pipeline installation must be done to ensure quality and longevity

PUMP STATION EXPERTISE

- Excavation and shoring are critical aspects of safety
- Proper coatings of the pump cans and piping are critical to longevity
- Backfill testing is essential to prevent future settlement
- Successful coordination with building departments/permits
- CMU wall and reinforcing steel built in accordance with the CBC
- Roof trusses located to facilitate removal of the pumps through the roof for future maintenance
- Coordination of the electrical equipment and underground conduits installed in slabs
- Power supply coordination with local power company essential to achieve schedule success
- Electrical gear must be factory tested and completely approved before shipment to the site
- Understanding of the system control strategy is a key to a successful startup
- Fire Marshall approval is critical to meeting the schedule

ENVIRONMENTAL EXPERTISE

- If the project includes an emergency standby power generator then the authority to construct must be pursued as early as possible
- Keeping the permitting agencies informed is an aspect often neglected
- Due to the number of permit conditions and reporting requirements it's imperative that a permit tracking inventory be created and updated throughout project duration
- SWPPP Best Management Practices must be properly established and maintained especially during the wet season.

PUBLIC OUTREACH EXPERTISE

- We bring the team that worked successfully together on the NVRWP and Lincoln pipeline projects
- The more residential an area, the more public outreach is needed
- Public outreach must be a team effort with the Owner and the GC
- Informing the first responders of the progress early and often is key to the safety of workers and the general public
- Having a project hotline pays off by allowing the public to voice their concerns and feel heard
- Coordinating transit systems, solid waste pickup, deliveries, school buses, etc. is another aspect that must be addressed

BENEFITS OF THE WEST YOST TEAM - NO SURPRISES!

- West Yost brings the right team members with experience that matches the City of Turlock's anticipated challenges for this project
- Our team has a proven record of providing CM services that brings value to the project
- Construction Manager Eric Harman has recent experience with both the City and the design engineer on the \$28 million NVRWP
- We have proven ability to anticipate project challenges and resolve them in a timely manner
- Our Construction Management and Construction Inspection staff includes licensed professional engineers, certified construction managers, and certified special inspectors
- We are experts at contract administration and document control systems (DCS)
- Our motto is "be prepared" and we understand our job is to make sure our clients have no surprises and are well informed about construction progress

3 SERVICES

Services Offered

West Yost has 30 years of experience in providing CM services for water projects with construction values up to \$300 million. Our experience includes water and wastewater treatment plants, potable water and wastewater pipelines, trunk sewers, recycled water conveyance pipelines, pump stations, earthen-lined reservoirs, operations and maintenance facilities, and concrete and steel potable water storage tanks. Our CM staff includes licensed professional engineers, certified construction managers, and certified special inspectors. (Our resumes list all licenses and certifications in Appendix A.)

CM SERVICES

- Constructability and Value Engineering Reviews
- Bidability Reviews and Bidding Assistance
- Construction Contract Administration
- Construction Management
- Document Control and Management
- Construction Schedule Management
- Field Inspection and Special Inspections
- Public Outreach/Communications
- Cost Control Monitoring and Claims Management
- Project Closeout

REMOTE INSPECTION AND COMMUNICATIONS

To address the effects of the COVID-19 pandemic and to comply with social distancing, along with being more cost efficient, West Yost used a remote video conferencing device using a dual-camera tablet and Microsoft Teams software. We call it "Site Visit in a Bag". The tablet has its own dedicated hot spot that accompanies the tablet that allows the user to take it anywhere in the field to show a partner user on the other end what exactly is

being accomplished. We have been successfully using this kit to perform electrical and I&C inspections on a number of projects, including the Modesto Headworks project (which resulted in a savings of nearly \$350,000). This allows our electrical and I&C inspectors to remotely conduct inspections. Without the need of travel costs and time, the remote inspector can efficiently examine the details of the work while not onsite.

SCADA AND OPERATIONS TECHNOLOGY AND CYBERSECURITY EXPERTISE

West Yost has completed several SCADA Master Plan projects for both large and medium sized municipal utilities. Examples include the IT and SCADA Cybersecurity Assessment we provided for Eastern Municipal Water District and Cybersecurity Assessment for Aqua Engineers.

West Yost also helps clients implement SCADA Master Plan projects when requested. For example, we developed the

SCADA Program Definition for the City of Sacramento and have been selected to help the City implement the SCADA Improvements Program as Program Manager. West Yost also prepared the SCADA Master Plan and design for the City of Davis and are currently providing ESDC, CM and Inspection services. We have the process and operations knowledge to complete the implementation of the system upgrades. Services included engineering analysis and design, preparation of studies and project scoping, cost estimating, and project management.

4 EXPERIENCE AND REFERENCES

A good CM and Inspection firm needs to understand that each project is unique, and each project has its own set of challenges. The CM needs to objectively review the proposed project and look for those items that may adversely impact the completion of the project in a timely manner while maintaining the quality of the end product and develop strategies to mitigate the potential impacts. On the City's NVRWP West Yost used this approach to successfully minimize impacts to the project. During proposal development we identified several items that could impact the project, and we planned for early measures to address each item to reduce risk. These included:

- **Timely approval of pipe submittals and fabrication of the pipe.** Once construction began, we made pipeline submittal review and approval a priority and continually tracked their status. We led several meetings with the project team to keep the submittal process on track so that pipe fabrication could begin.
- **Ground water collection and disposal.** This was another item identified during the proposal phase. During construction, this proved to be a major element of the project. West Yost worked with the Cities of Turlock and Modesto, the engineer, and the GC to develop approaches to collection and disposal of the ground water which allowed the work to continue while alternate means of groundwater disposal were evaluated and approved. Those included verifying the GC prepared Low Threat Discharge Permits to dispose of ground water on private property, finding alternate locations on City of Modesto property to discharge, while complying environmental permit requirements.
- **Nesting birds exclusion zones and traffic control.** We identified these critical items early and we worked with the GC to resequence the pipeline installation to avoid the exclusion zones and keep the project on track. We facilitated meetings with the GC, the City of Modesto and Stanislaus County to temporarily close several roads

to expedite the work and protect the public and the contractor staff.

CHALLENGES AND SOLUTIONS FOR PRESTRESSED CONCRETE TANKS AND PIPELINE WORK IN THE PUBLIC RIGHT OF WAY

We have provided CM and inspection services on several prestressed, reinforced concrete tanks and our experience allows us to understand and advise the City on the sequencing and many other important methods of construction to use for optimal results. One of the critical elements of your project is the prestressed concrete tank. There are several elements of these tanks that are critical to the proper construction of the tank.

Those items include:

- Ensuring the tank subgrade be firm, stable and uniform under the entirety of the tank. This is the basis of the tank structure and needs to be thoroughly evaluated and inspected to ensure it has been properly prepared.



- The tank underdrain system, which consists of granular drain rock and perforated collection pipes that allows for monitoring of potential tank leakage. One of the most important elements of the underdrain system is the liner, it is critical to work with the Contractor and Designer to protect the liner during construction of the remainder of the tank.

- The structural concrete, reinforcing and tension cables and wrapping need to be installed so that any shrinkage or cracking is controlled and minimized. Proper layout and sequencing of the concrete pours needs to be closely monitored.



- NSF-61 Certification is critical to project success. We will work with the project team (Owner, Engineer and GC) to ensure the appropriate NSF-61 certifications are obtained on all the materials in contact with the drinking water. We will also verify the necessary documents are obtained during project completion and closeout.



One of the most visible elements of this project, and one that has the most potential to impact the public, is the work to be done in the roadways. Our team has extensive experience with large diameter pipeline installations and will bring that to bear to your project. Our approach on the NVRRWP was to ensure the contractors Traffic Control plans were thorough and complete before being sent to the City and County for review and approval. We used our public outreach subconsultant, Circlepoint to prepare public notices that were published in local newspapers so that the public was aware of the upcoming work and could make plans to avoid the work zones. We also set up and monitoring a hotline phone number to document, track and followup with the public if there were concerns or complaints.

Quality and Risk Management Start with Knowledge and Understanding

For any endeavor, having a good understanding of potential challenges is important to being prepared to respond effectively when challenges occur. For all project challenges, we know that it is in the City's best interest to consider the impact to life cycle costs. Through our experience, we can determine what actions are to the GC's advantage vs. what is to the City's advantage. **We will bring our experience to help you complete this project in the most advantageous manner.**

PROJECT EXPERIENCE Table 1. Construction Management and Inspection Summary of Recent DN Tanks and Pipeline Experience	Project Cost (in millions)	CM	Inspection	Pump/Lift Station	Pipeline/ Conveyance	DN Tanks
Tracy Hills Water Storage Tank and Booster Pump Station, City of Tracy	\$10	■	■	■		■
Reynolds Ranch Reservoir and Booster Pump Station, City of Vacaville	\$5.3	■	■	■	■	■
Southwest Area Tank and Pump Station, City of Woodland	\$7.05	■	■	■	■	■
Shasta Park Water Facility Project, City of Sacramento	\$14.9	■	■	■	■	■
College Park Water Storage Tanks and Booster Pump Station, Mountain House	\$7	■	■	■		■
Stoneridge Tank, City of Roseville	\$4.1	■	■		■	■
Midwestern Placer Regional Wastewater Project, City of Lincoln, CA	\$38	■	■	■	■	
EchoWater Project, Sacramento Regional County Sanitation Dist.	\$90	■	■	■	■	
Wastewater Plant Expansion and MBR, City of Modesto	\$108	■	■	■	■	
Ophir Road Pump Station, Placer County Water Agency	\$38.7	■	■	■	■	
Wastewater Collection System 9, City of Stockton	\$14.0	■	■	■	■	
14-Mile Slough, City of Stockton	\$12.5	■	■	■	■	
Pleasant-Hill Grayson Creek Sewer, Central Contra Costa Sanitary District	\$10	■	■		■	
Downtown Sewer Replacement, City of Yuba City	\$9.6	■	■		■	
Applegate Regional Sewer Pipeline, County of Placer	\$0.5	■	■	■	■	



Project Experience and Descriptions

The following are examples of projects conducted by members of this team. Table 1 (on the prior page) summarizes CM and Inspection of recent DN Tanks and pipeline project experience. We also present short summaries on the following pages of key elements, benefits we provided to our clients and reasons we think each project is relevant to the work the City will conduct on this project.

Tracy Hills Water Storage Tank and Booster Pump Station

CITY OF TRACY; COST: \$10M

West Yost provided inspection and QA/QC for this nearly \$10 million developer-funded and constructed project. The project included:

- 4 MG partially buried prestressed concrete potable water storage tank
- Booster pump station
- Vertical turbine pumps
- Chlorine and fluoride chemical treatment
- Electrical power
- Wireless controls and data transmission
- Housed in a CMU split faced block wall building, with an emergency backup generator, site and drainage, security fencing and automated entry/exit gate

West Yost prepared daily inspection reports, was the City's point-of-contact with the contractor and developer, coordinated with the City Inspection department, and reviewed contractor quality control test results.

Relevance

- Partially buried prestressed concrete tank
- Booster pump station
- On track to complete within budget

Reynolds Ranch Reservoir and Booster Pump Station

CITY OF VACAVILLE; COST: \$5.3M

West Yost provided construction manager and tank inspection for this \$5.3 million reservoir and booster pump station. The reservoir and booster pump station were constructed by a private developer and turned over to the City to own and operate.

The project consisted of:

- 0.55 MG prestressed concrete reservoir
- Concrete valve vault
- Reservoir and valve vault connected to existing infrastructure currently in place.
- Concrete retaining wall
- Associated 12-inch DIP, HDPE, and PVC piping
- Separate booster pump station (two 20-Hp pumps) in CMU building
- The pump station was connected to the existing water distribution system

Challenges included reservoir and valve vault construction on the side of a hill and included extensive excavation, grading, and installation of geo-grid stabilization and slope construction.

Relevance

- Prestressed concrete tank and booster pump station
- Partially buried tank
- Tie-in to existing infrastructure
- No property damage or safety issues
- No public relations issues
- Tank passed its leak test on the first attempt
- The team that started was the team that finished



Southwest Area Tank and Pump Station CITY OF WOODLAND, COST: \$7M

West Yost provided CM and inspection of the \$7 million prestressed concrete water storage tank and booster pump station located in a residential neighborhood and adjacent to a public park.

The project consisted of:

- 3 MG potable water prestressed concrete storage tank
- 6,000 gpm booster pump station
- Vertically mounted turbine pumps
- Water transmission mains
- Electrical stand-by power
- Chemical feed system, with associated electrical control and instrumentation.
- Pumps, chemical feed system, and electrical gear were housed in a masonry block building with metal roof.
- Public outreach to minimizing impacts to park users and adjacent homeowners.
- No significant change orders (less than 1%)
- Completed on schedule

The project included an incentive program to be operational before July, which required timely submittal reviews and quick response to RFIs. Furthermore, the construction manager was invaluable in assisting the contractor in coordination with City staff regarding key decisions and processing required permits.

Relevance

- Partially buried DN Tank
- Booster pump station
- Significant public outreach



Shasta Park Water Facility Project CITY OF SACRAMENTO, COST \$15M

West Yost provided CM and inspection of the \$15 million prestressed concrete water storage tank and booster pump station located in a residential neighborhood and adjacent to a public park.

The project consisted of:

- 4 MG prestressed concrete reservoir
- 12 mgd booster pump station
- Two deep potable water wells
- Methane air stripper
- Manganese filters with filter backwash system and storage tank
- Hypochlorite and fluoride storage and injection systems
- 1,500 feet of 24-inch transmission main
- Stand-alone support building that houses site electrical gear, fluoridation, and disinfection equipment.

During construction, West Yost was responsible for construction administration, scheduling, inspection, reviewing and approving contractor submittals, preparation of monthly progress reports, materials testing and special inspection coordination. We used DCS Procore Construction Project Management Software to manage project documents.

The project was significantly expanded by the owner with the addition of a second potable water well via a change order that also required an additional manganese filter. Because of owner-initiated changes, change orders have exceeded over 20% of the original contract value. These owner-initiated changes created change in both costs and schedule.

Relevance

- Partially buried DN prestressed concrete tank
- Booster pump station



College Park Water Storage Tanks and Booster Pump Station

MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, COST: \$7M

This design-build project consisted of two booster pump stations and two water storage tanks to meet the peak-hour domestic water demands and emergency fire-flow requirements and future planned developments within the Mountain House Community.

The project consisted of:

- Two 3.7 MG prestressed concrete water storage tanks
- Pumping systems housed in a common building to serve two separate pressure zones
- Pump station included a 2,100-square foot CMU building housing vertical turbine pumps with a capacity of 12.2 mgd
- Project components include standby power
- Integrated SCADA system for pump control and data logging
- Water storage tanks were supported on compacted rock piers

The Westside Booster Pump Station consisted of:

- 1,200-square foot CMU building
- Housed vertical turbine pumps with a capacity of 5.8 mgd
- Standby power
- Integrated SCADA system for pump control and data logging

Relevance

- Two (2) DN prestressed concrete tanks
- Booster pump station



North Valley Regional Recycled Water Program – Turlock Component Project

CITY OF TURLOCK, COST: \$28M

This \$28 million recycled water pipeline project constructed to convey Title 22 recycled wastewater from outfall location at the San Joaquin River on S. Carpenter Road to the City of Modesto's Jennings Road Secondary Treatment Plant's Effluent Pump Station. The project included:

- Seven-mile pipeline, 42-inch diameter welded steel cement mortar lined and coated pipe
- Installed along the shoulders of S. Carpenter Road, W. Main Avenue, and Jennings Road in Stanislaus County
- Three irrigation ditch/protected wetlands under-crossings and requiring micro-tunneling
- Temporary road closures and reduced traffic lanes
- Restoration of over five- miles of roadway
- Change orders less than 3.3%

Challenges included an abnormally wet 2018 winter and delays in fabrication and installation of 42" Welded Steel Pipe. West Yost CM led efforts with the project team to develop methods to streamline testing, inspection, pipe installation and overtime work which helped the contractor to accelerate the remaining work in lieu of potentially being assessed liquidated damages.

Relevance

- Completed on time
- Change orders were 3.3%
- No claims
- Public Outreach on the project was positive! Very minimal complaints
- Great cooperation between all entities including Stanislaus County
- The team that started was the team that finished
- Start up: Put into service quickly, with minimal issues

5 PUBLIC AGENCIES

West Yost has provided services to over 300 public agencies over the past 30 years. We currently hold over 70 as-needed agreements with municipal water agencies and water districts. We provide our public agency clients with a full spectrum of services ranging from feasibility studies through construction and CM for new water system infrastructure facilities to ensure that adequate and safe water supplies are available to meet existing and future needs. Our project examples provided in Section 4 - Experience are all from public agencies. The Construction Management Services team has served the following public agencies during the past five years:

- City of Turlock, CA
- City of Modesto, CA
- City of Sacramento, CA
- Sacramento Regional CSD
- City of Folsom, CA
- City of Stockton, CA
- City of Roseville, CA
- City of Woodland, CA
- City of Vacaville, CA
- City of Tracy, CA
- City of Lincoln, CA
- City of Yuba City, CA
- City of Lodi, CA
- City of Napa, CA
- City of Redwood City, CA
- Placer County Water Agency
- City of Dixon, CA
- Mountain House Community Services District

6 REFERENCES

References are provided below for all of the projects described in Section 4 - Experience.

TRACY HILLS WATER STORAGE TANK AND BOOSTER PUMP STATION, CITY OF TRACY, CA, COST: \$10M <ul style="list-style-type: none"> ■ Mr. Paul Verma, PE, Senior Civil Engineer ■ (209) 831-6460, paulv@ci.tracy.ca.us 	SHASTA PARK WATER FACILITY PROJECT, CITY OF SACRAMENTO, CA, COST: \$14.9M <ul style="list-style-type: none"> ■ Ms. Megan Thomas, PE, Project Manager for Water Group ■ (916) 808-1400, MeThomas@cityofsacramento.org
REYNOLDS RANCH RESERVOIR AND BOOSTER PUMP STATION, CITY OF VACAVILLE, CA, COST: \$5.3M <ul style="list-style-type: none"> ■ Mr. Tim Burke, PE, Assistant Director of Public Works/ City Engineer ■ (707) 449-5170, tim.burke@cityofvacaville.com 	COLLEGE PARK WATER STORAGE TANKS AND BOOSTER PUMP STATION, MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, COST: \$7M <ul style="list-style-type: none"> ■ Mr. Nader Shareghi, Public Works Director ■ (209) 831-5607, nshareghi@co.san-joaquin.ca.us
SOUTHWEST AREA TANK AND PUMP STATION, CITY OF WOODLAND, CA, COST: \$7.05M <ul style="list-style-type: none"> ■ Mr. Tim Busch, PE, Principal Utilities Civil Engineer ■ (530) 661-5963, tim.busch@cityofwoodland.org 	NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM – TURLOCK COMPONENT PROJECT, CITY OF TURLOCK, CA, COST: \$28M <ul style="list-style-type: none"> ■ Mr. Stephen Fremming, PE, Principal Civil Engineer ■ (209) 668-5417, sfremming@turlock.ca.us

7 PENDING CLAIMS AND LITIGATION

West Yost does not have any past or pending litigation.

8 PROJECT TEAM AND SCOPE

Project Team and Qualifications

Brief biographies presenting qualifications of our team are presented below. Please review our resumes, in Appendix A, which contain descriptions of projects for which each team member performed a similar role as well as all licences and certifications. Projects of similar size and scope for these team members have detailed descriptions in Section 4, above.



Eric Harman, PE
CONSTRUCTION MANAGER

Eric Harman is a registered civil engineer with a focus on CM. His 33 years of experience includes serving as construction manager on large, high-profile public works projects ranging from \$500,000 to \$124 million. Eric was the Construction Manager for the \$28 million North Valley Regional Recycled Water Program, Turlock Component (NVRWP), for the City. He has provided CM, inspection, civil engineering design, and hands-on construction services. His infrastructure experience includes CM and design of water and wastewater treatment facilities; intake facilities; pump stations; sewer collection systems, storm drainage, and water distribution pipelines; earthwork; paving and grading; CMU block buildings, and land development and building projects.



Kevin Swazas, PE
PRINCIPAL-IN-CHARGE

Kevin is Vice President and Leader of West Yost's Construction Management Business Sector. Kevin was the Principal-in-Charge for the \$28 million NVRWP for the City. Kevin brings design, project management, and CM skills to water and wastewater projects and programs. He is responsible for the overall performance of our CM services. Insights he has gained from managing several large (\$125 million+) water specific projects have proven instrumental in delivering successful projects for our clients.



Calvin Yocom
CONSTRUCTION INSPECTOR

Calvin Yocom is a construction inspector specializing in project inspection, crew management, quality control, testing, and hands-on construction on a variety of municipal and environmental projects. His experience includes water and wastewater treatment plants, pump stations, reservoirs and storage facilities, wastewater reclamation facilities, pipelines (including cast-in-place concrete, ductile iron, HDPE, PVC, and RCP) and road construction.



Jesse Shah
CONSTRUCTION INSPECTOR

Jesse has 16 years of experience performing special inspection and testing services on a variety of building and infrastructure projects, including wastewater treatment plants, hospitals, schools, commercial

buildings, and highway projects in accordance with Caltrans, AASHTO, federal, and local quality assurance/quality control test methods. Jesse is experienced in the construction and steel fabrication industry. He is a perfect fit for this project because of the multiple certifications he holds which are relevant to the work. Jesse's experience includes soils, reinforced concrete, masonry, and structural steel inspection and testing.



Laureano Brown
ELECTRICAL INSPECTION

Laureano Brown has 29 years of Engineering, Electronics, and Maintenance experience. His experience includes project management, electrical distribution design for power and lighting systems, and construction administration. He will provide electrical inspection services using West Yost's "Site Visit in a Bag" - a time and cost saving set of tools to provide remote inspection services using one local on-site staff member with a tablet loaded with video conferencing software.



Kenny Smith
INSTRUMENTATION & CONTROL (I&C) INSPECTION

Kenny Smith has 44 years of experience in the field of instrumentation and electrical systems, including the P&ID design, PLC control panel layout and CAD design, PLC/HMI configuration, loop testing and startup of DCSs, programmable logic controllers (PLCs), remote telemetry units (RTUs), and SCADA-based systems for lift stations, water and wastewater treatment plants, complex chemical plants, and oil refineries. His expertise lies in designing automatic control of process loops, programming and configuring DCSs, PLCs, and RTUs, configuring graphical interfaces for PC HMI and operator terminals, configuring databases, reports, and logs, writing interlock summaries and detailed control description, designing and CAD models of loop diagrams, ISA data forms, and loop descriptions and control narratives. He is proficient in training of operating and maintenance personnel. He will be a resource during submittal review and startup utilizing West Yost's "Site Visit in a Bag".



Amy Rangel
ADMINISTRATION

Amy Rangel is a construction project administrator providing support for CM and design of environmental and engineering projects focused on potable water and wastewater treatment facilities and associated

infrastructure ranging from \$4 million to \$47 million in value. Amy was the Construction Project Administrator for the NVRRWP for the City. She has excellent organizational, communication, and project management skills, and her experience includes document tracking and distribution using DCSs such as Procore, Primavera and MS Access databases. She is experienced in all phases of project administration and effectively manages all documentation between the design engineer, GC, and project owner. Her experience also includes managing daily operations for projects with multiple field locations, construction administration, and vendor coordination.

Robert Hill (Kleinfelder)

CONSTRUCTION MATERIALS ENGINEERING AND TESTING (COMET) PROJECT MANAGER

Robert is involved with many aspects of construction inspection, materials testing, special inspection, and project management. He is currently working with West Yost on the City of Modesto Headworks, Dryden Box, and Influent Flume Improvements Project. His 19 years of experience includes field inspection and testing of soils, asphalt, and concrete for residential developments, industrial buildings, resorts, business parks, power plants, wastewater treatment facilities, hospitals, and schools, as well as public infrastructure such as highways, bridges, and pipelines.

Val Baroni, ACI, ICC, DOT (Kleinfelder)

SENIOR FIELD TECHNICIAN

Val Baroni, ACI, ICC, DOT, has 36 years of experience. Val has worked with West Yost on several projects in the region including City's NVRRWP together with Eric Harman, and City of Modesto, Jennings Road Phase 2 Project and Headworks, Dryden Box, and Influent Flume Improvements Project, performing special inspection, compaction testing, and ACI concrete inspection. He also served this role for the Turlock Regional WQCP Secondary Clarifier No. 5 and Denitrification - Project #15-39C.

Patti Ransdell (Circlepoint)

PUBLIC OUTREACH

Patti has 27 years of project management experience, with a specialty in creating community awareness strategies for public agency clients in the water and transportation sectors. Patti expertly manages the development of high-quality communication programs employing outreach tools including collateral materials, websites, and stakeholder databases. Additionally, she has strong experience overseeing construction outreach programs for high visibility projects in both the water and transportation market sectors. Patti has successfully overseen several controversial

projects. Her efficient and practical approaches to outreach strategy allow her to lead the development of highly effective public awareness programs.

RGM Kramer

LABOR COMPLIANCE

RGM Kramer (RGMK) has executed Labor Compliance and Prevailing Wage Administration programs in county, city, school district and public utility agencies for nearly 30 years. RGMK staff are experts in California Public Works Labor Law, as well as compliance with the Davis-Bacon Acts. They are experienced and proficient in monitoring prevailing wage for state and federally funded projects.

Detailed Scope of Services and Approach

In this section of the proposal we discuss our concept of the role of the construction manager and how that role is implemented in projects designed by our firm and projects designed by other firms. We also provide a detailed scope of services and approach to completing the scope.

Role of the Construction Manager

The City is the project Owner. The primary role of the CM is to act as the City's principal agent in the management of the City's construction project. The CM is responsible to the City for managing the preconstruction, construction, and post construction phases. The CM also represents the interests of the City in dealing with other construction professionals, and with other private and public entities.

The secondary role of the CM is to utilize construction specific project management systems and procedures to achieve the City's objectives by incorporating each team member's experience into a cohesive partnership.

The CM must be professional and possess inclusive leadership and facilitation skills that draw out the contributions of the individuals of the project team including the City's staff, design consultant(s), GC, key subcontractors, and in some cases external stakeholders that have a vested interest in the project. The CM must be part accountant, part attorney, part designer, part psychologist.

Implementing this role, whether it be with projects designed by our firm or other firms remains exactly the same – represent the City and keep the best interests of the project a priority at all times.

Implementing this role whether it be with projects designed by our firm or other firms must be based on a thorough

understanding of the project and developing a CM plan that defines following:

- Roles, responsibilities, and the authorities of the various team members
- Lines of communication
- Staffing plans
- Budget management and project controls
- Quality control procedures, checklists, document control and record keeping, and reporting

If this plan is created specifically for the project, then all parties involved must be held accountable to its content. If a plan is not created due to budget limitations the approach is the same, but somewhat impacted since a document – approved by the City is not available. The CM, in that case, must work harder to motivate and control the team to abide by principles that would be included in a CM plan, if one existed.

One of the most important aspects of the CM role is to ensure the GC stays on schedule. It is critical that the GC prepares and submits a well thought out and accurate baseline schedule in a timely manner. Regular follow-up schedule review with the project team is critical to understand when the work production is slipping and then be able to enforce the contract requirements to maintain the project schedule. On the NVRWP project we maintained regular monthly schedule update meetings and ultimately got the contractor to increase production to recover lost time at no additional cost to the City.

Preconstruction Phase

Contract Administration Manual: West Yost will prepare a contract administration manual that will establish the procedures for administering the construction contract. Content will include processing submittals and RFIs, change management process, approval processes for change orders and progress payments, retention, withholds, certified payrolls, safety management, coordinating work with external agencies, O&M manuals, training, and as-built records.

Deliverable: The Contract Administration Manual one month after the Notice to Proceed (NTP).

Escrow Bid Document Review: The CM Team will organize the review of the low bid contractor's escrow bid documents (EBDs) to confirm that all the pertinent information is received from the apparent low bidder that comprises the complete cost estimate for the project.

Preconstruction Conference / NTP: The CM will prepare the agenda, conduct the meeting, and prepare the meeting summary for the preconstruction conference. Open items

will be carried over to the first Progress Meeting. The City will prepare the construction contract NTP and issue to the GC.

Deliverable: Prepare the Preconstruction Conference agenda and meeting minutes and issue.

Preconstruction Photograph and Video Documentation: The CM and Inspector will walk the project routing with the GC during the preconstruction period to photograph the existing conditions prior to the start of the construction work.

Deliverable: Photographs and video recordings of the existing conditions of the properties surrounding the tank site and along the routing of the pipeline including private property fences, irrigation systems, utility poles, roadway conditions, and other visible infrastructure.

Environmental & Permitting

Permit / Environmental Compliance: We will maintain a permit inventory and tracking log that will monitor compliance with each permit applicable to the construction project. Any reporting required by the permit will be prepared and transmitted to the permitting agency via email. The Stormwater Pollution Prevention Plan (SWPPP) and the proper administration of this critical document will be monitored by West Yost. Preparation and transmittal of the pre- and post-event inspection reports prepared by the GC's Qualified SWPPP Practitioner (QSP) will be tracked by the CM team. These reports and any revisions needed to the SWPPP will be confirmed by West Yost to be inserted in the field SWPPP files.

Deliverables: Update the permit tracking log, responses to the SWPPP reviews, and inspection reports needed to comply with individual permit requirements.

Construction Administration

Site Safety: West Yost will provide safety related equipment to its project staff. We will conduct biweekly safety meetings with our field staff and report any incidents to the City if they occur. We will monitor the safety program and practices of the GC to confirm they are providing a safe work site for our staff members as well as those of the City. Safety will be the first item on our standing Progress Meeting agenda. If unsafe acts or potential unsafe situations are found during inspections or general observations of the work, we will immediately notify the GC to take action. Any incidents that occur will be followed up with the GC after receipt of their incident report. The report will be shared with the City.

Deliverables: Summary of biweekly safety tailgate meetings, and any incident report generated by the contractor or the CM.

Correspondence / Document Control: West Yost will be the point of contact for all matters related to the administration of the construction contract with the GC selected for the project. All incoming and outgoing correspondence related to the project will be through the West Yost CM. This includes maintaining the project records in the web-based DCS: Procore, provided by West Yost.

Deliverables: Preparation of all outgoing correspondence such as letters, memos, submittal reviews, RFI responses, RFPs, change orders, progress payments, etc. that are generated within the web-based DCS.

Traffic Control Plans: The CM and Inspector will review the traffic control plans submitted by the GC to confirm adequacy of complying with the contract requirements. We will contact the local authorities to confirm that their concerns be addressed.

Deliverable: Review comments to each of the traffic control plans submitted by the GC.

Requests for Information (RFIs): The CM team will receive all RFIs generated and issued by the construction contractor and will be initially reviewed by West Yost then forwarded to the design consultant. Responses by the design consultant will be reviewed for completeness and if found satisfactory, the RFI will be returned to the contractor. If the response appears to have changed the contract scope, quality, or time a potential change order (PCO) number will be assigned and used to track its resolution to closeout. Logs will be generated and be discussed during the weekly change order meetings.

Deliverables: Make final edits to the response which may include information on forthcoming change orders or field directives and update the RFI log weekly.

Submittals: The CM team will receive all shop drawings, product data, certifications, work plans, schedules, etc. that are typically required of construction contracts and confirm they are uploaded in the DCS by the GC. The submittals that are related to the design shall be forwarded to the design consultant for their review and comment. We will input the review comments into the DCS and formally return the submittal to the GC. Logs will be maintained showing submittals in for review, submittals that have been returned with Amend and Resubmit status, and submittals not yet transmitted by the GC. Construction related submittals such as work plans, safety plans, SWPPPs, shoring plans, etc. will be reviewed with the submittal and comments transmitted to the design consultant for their records.

Deliverables: Collate the review comments received by the design engineer and/or plant O&M staff and return to the

contractor. Prepare logs of current submittals in review and submittals needing to be resubmitted.

Communication & Coordination

Partnering: We will participate in the initial Partnering Workshop and the four additional half-day workshops conducted by a partnering facilitator provided by the City and the GC.

Deliverables: Participate in the monthly project partnering surveys, if used, and any follow-up action that results from the Partnering Workshops.

Public Outreach: Circlepoint, our subconsultant, will prepare a public outreach program that will communicate to the local area residents and businesses the planned construction work, schedule, and potential impacts. This effort will be accomplished by U.S. Mail flyers, email blasts, and/or door hangers. We will create a project “hot-line” that will be used to allow the local community to inform the project team of issues, and/or of requests needing our attention.

Deliverables: Project flyers, preparation of email blasts, and door hangers, and a running log of phone calls or email received with the resolution of each item included in the log.

Progress Meetings: We will prepare agendas, conduct the weekly progress meetings with the contractor, design consultant, City staff, and other members of the project team to review overall progress, coordination, and communication related to safety, submittals, RFIs, changes, progress payments, coordination with operations, progress schedules, and quality. If other special meetings are necessary, West Yost will conduct and collect summaries of the discussions. Open items will be tracked to completion. The meetings will be documented in the DCS.

Deliverables: Prepare the agendas and current logs for the meeting and prepare/issue meeting minutes, logs, and the contractor’s look-ahead schedule.

Construction Coordination with External Agencies: We will ensure that the known potentially impacted utility agencies are properly notified in advance of the work to confirm the location of their specific infrastructure so that every possible effort is made to avoid damage to their assets and to maintain a safe construction operation. We envision that weekly coordination at a minimum with Turlock Irrigation District (TID), AT&T, Stanislaus County, and the SRWA design-build team will be necessary.

Deliverables: Weekly coordination with TID, AT&T, and the County when necessary for work that may impact their above ground and buried utilities.

Monthly Status Reports: We will prepare monthly status reports to communicate to the City, design consultant, and outside agencies (if necessary) the progress of the work. The reporting will predominantly be through job-site photos and captions. Additional information will include project issues and tracking of special or contentious items. The monthly report will include information on schedule adherence, cost management, project issues, and the status of the CM contract.

Deliverables: Prepare and issue monthly status reports.

Quality Management

Preinstallation Meetings: The CM and Inspector will participate in at least the three Preinstallation Meetings identified in the project specifications: 01312-1.05. These meetings are to be conducted by the GC.

Quality Control / Inspection: We will provide the day-to-day quality assurance inspection of the GC's performance of the work. This will include confirming compliance with the contract plans, specs, approved submittals, applicable RFI responses, and approved change orders. If work is observed or tested to be in non-compliance with the contract a verbal notice followed by a Non-Compliance Notice (NCN) will be issued to the GC. If an NCN is issued, a corresponding payment value will be withheld on the monthly progress payment until the issue is satisfactorily resolved. Daily inspection reports will be written and kept in the DCS software. The reports will contain a summary of the work performed, important discussions, and photos of the work performed. The overall quality requirements of the contract will be emphasized to the GC with pre-activity quality control meetings to review the planned work, contract requirements, submittals, RFIs, and change orders to confirm mutual understanding of the work.

Deliverables: Photo documentation of existing plant conditions, response to the contractor's overall QC plan and individual QC plans, concrete testing reports, special inspection reports, on-site inspector daily reports, non-compliance notices, stop notices: when appropriate, and a running QC Deficiencies report.

Structural Observations: The CM and Inspector will provide the necessary structural observations to verify the correct type, quantity and layout of the reinforcing steel, inspect anchors that are cast into the concrete, that the correct concrete mix, slump, air content, temperature, etc. are used during the placement of concrete, and confirm that the acceptable curing method is performed.

Materials Testing: Kleinfelder, our Materials Testing subconsultant, will perform standard materials testing quality assurance sampling and testing of soil and concrete placement. The tests will comply with Contract Document requirements.

Deliverables: Test reports generated by our subconsultant on concrete, welding, or coatings.

Special Inspection: We will coordinate the special inspections provided by our Materials Testing subconsultant, and the special inspections to be performed by the design engineer as part of their ESDC contract scope of services. This includes structural, electrical, and instrumentation and controls specialties.

Deliverables: Inspection reports created by our Materials Testing firm for welding and coatings.

As-Built Record Drawings: Each month as part of the progress payment approval process, we will review the GC's efforts in maintaining a record set of as-built drawings and specifications. Notations such as RFI responses, clarifications, and change orders will be checked. The progress payments may be withheld until the record drawings are maintained to an acceptable level. At project closeout, the GC will transmit their as-built record drawings to West Yost. West Yost will review these updated plans and compare them with our version of the as-built conditions. If found to be acceptable West Yost CM will formally transmit those documents to the designer for incorporation into the final CAD drawing files.

Deliverables: Weekly updates to the CM's as-built/conformed set of record drawings and specifications, and transmittal of the CM's and contractor's as-built record drawings to the design engineer at conclusion of the project.

Time Management

Preconstruction Scheduling Meeting: The CM Team will arrange and conduct the Preconstruction Scheduling Meeting defined in the contract specifications. The meeting agenda and the meeting summary will be prepared by West Yost.

Deliverables: Prepare and issue the meeting agenda and meeting summary.

Schedule Management: We will arrange and conduct the Preconstruction Scheduling Meeting defined in the contract specifications. West Yost will review the GC's baseline CPM schedule and monthly updates to confirm that depiction of the schedules meets the contract requirements and is updated each month with correct progress, adjustments, changes, and summaries. If there are challenges/delays in obtaining an acceptable schedule from the GC, West Yost will recommend an appropriately valued withhold to subsequent progress payments to motivate the GC in corrective action. If during tracking of performance the schedule appears to be slipping behind, a Recovery Schedule will be requested from the GC and as part of this

issue will be determining the responsible party for the delay. Our scope includes issuance of the Weekly Statement of Contract Time report that identifies the conditions of each day's work, weather or other impacts beyond the control of the GC, and any time extensions that were authorized in a change order or from weather impacts.

Deliverables: Prepare and issue the Weekly Statement of Contract Time. Prepare and issue the review comments to the Preliminary Schedule, Baseline Schedule, and the monthly Schedule Updates.

Cost Management

Progress Payments: The CM and Inspector will review the updated/statused Schedule of Values (SOV), compare the statused amounts identified by the GC and either accept the value assigned or negotiate a different amount. A summary document will be prepared and signed off by the West Yost CM and the GC certifying the amount due. The payment request will be transmitted to the City for approval, processing and payment.

Deliverables: Review and approve the contractor's monthly progress payments, prepare the monthly progress payments with signatures for continued processing by the City, perform labor compliance interviews, confirm receipt of contractor's certified payroll reports, and provide Bid Item Payment Sheets.

Labor Compliance: RGMK, our subconsultant will confirm receipt of the monthly certified payroll reports (CPRs) submitted by the GC, and perform spot checks of the GC's CPRs to confirm general accuracy and completeness. West Yost will register the CM services portion of the contract on the DIR website, and will upload our certified payroll records for the prevailing wage inspection positions. We will also monitor the GC's compliance with uploading their CPRs to the DIR website.

Deliverables: Monthly craft labor interviews, and a document that confirms receipt of the CPRs to the City for Progress Payment processing.

Change Orders: We will create and maintain a PCO log that will be used to track project issues and known changes that have been identified by the GC through RFIs and/or Change Order Requests, and by City initiated changes. Management of the individual PCO will involve preparing a rough order-of-magnitude cost estimate, and reviewing/estimating potential time impacts. Each item will be reviewed with the City to obtain their concurrence the item is valid. If the changed work is necessary, negotiations will attempt to obtain a fair price for the work. If a fair price cannot be reached, or there is no time to negotiate, we will direct

the work to proceed: time & materials via a Field Order / Directive. A final price will be summarized and agreed. West Yost will prepare formal change orders per City internal procedures. Once fully agreed the costs will be included in the GC's schedule of values and West Yost will confirm the correct percent complete on which to authorize payment during each progress payment request submitted by the GC.

Deliverables: PCO Log, RFPs for potential change orders, individual agreed-to change orders for the contractor's and City's signature, and field directives for change order work that can't be negotiated in time or can't obtain an agreed-to lump-sum quote.

Dispute Management

Dispute/Claim Resolution: If the attempts to resolve disputes with the partnering process, the CM team will attempt to lead the effort in resolving disputes/claims with the GC. The resolution process will involve a detailed review and summary of the contract wording and presentation to ascertain a fair interpretation of the contract requirements to the City. After review with the City of the findings, a meeting will be held with the GC to present the findings and to hear their position. If there is dispute with entitlement, the resolution will utilize an issue escalation process to resolve the matter at higher management levels of West Yost, the City and GC. If an equitable agreement still cannot be made, we will direct the GC to follow the guidelines in the front-end documents in filing a claim and then follow the requirements of the contract in resolving disputes in a more formal manner.

Deliverables: Issue summary including the applicable contract language, interpretation, Public Contract Code rules, and a summary of the contractor's position including the cost and time impacts to any dispute or claim situation that may develop.

Testing, Startup and Commissioning

Testing, Startup, and Commissioning: The CM team will confirm the GC complies with the contract requirements for preparing test plans, procedures, and adequately plans the work needed to test and startup each individual piece of equipment and system. Weekly startup meetings will be conducted by West Yost to review performance related to actual testing, O&M manual submittal and approvals, training, and issues found during the testing activities. Testing activities will be witnessed by West Yost and when appropriate City O&M staff will be integrated with the activities so that when the operation of the new facilities are transferred to their control it will result in a smooth transition.

Deliverables: Reviews of test plans and procedures, review of the Commissioning Schedule, weekly startup meeting agendas and minutes, and review of test records and logging into the test plans.

Project Closeout

Punchlist and Final Walk Through: The CM will arrange a final inspection once the construction contractor requests Substantial Completion. The inspection will create a final punchlist of work items remaining to be completed. The punchlist will be transmitted to the GC with the decision on the substantial completion request. The remainder of the contract will be to confirm that the items on the punchlist have been addressed and any other remaining deliverables are received. West Yost will confirm that aspects of the project administration have been completed. It will address any outstanding stop notices and request that all suppliers and subcontractors come forward if payments for their services have not been made or other payment issues may exist so that the release of retention can be made by the City.

Deliverables: Generate final punchlist, and prepare package to the City Council recommending the final acceptance of the project.

Methods and Practices to Mitigate Unreasonable Costs and Schedule Overruns

There is a direct correlation between schedule overruns and increased project costs. When a project is late in completing on-time, additional costs are incurred by both the City and the GC in the form of additional direct costs, overhead costs, and soft costs with extended involvement of the design and CM consultant(s).

When the GC is late in completing the project it usually means they did not meet their production goals or did not manage the project using the schedule as the primary tool for staying on task or developing methods of recovering lost time.

Unfortunately, most scheduling specifications require the use of Primavera P6 scheduling software, the gold-standard of scheduling software. Unfortunately, P6 is expensive and difficult to use so the GC hires a consultant for scheduling. This creates a disconnect with the project management team in the field. The disconnect manifests itself with the field team not using the schedule for planning and performing the work, coordinating subcontractor work, and scheduling material deliveries from critical suppliers. Since P6 is costly, difficult to navigate and perform schedule revisions, the field team can only view it using pdf versions which is a very ineffective way to use the most important planning tool on the project.

Schedule performance was tracked on the NVRWP with success by creating a simple Excel based bar chart of the critical path and updating it with actual dates. This simplified schedule showed us how the critical path was being followed. This tool provided the data needed to demonstrate to the GC that the schedule was slipping and that it would result in the assessment of liquidated damages (LDs). Letters were written to communicate formally that they were in danger of LDs being assessed and that the City was serious about meeting the schedule, and if necessary, assess LDs. We believe this correspondence finally got the attention of the GC and they stepped-up their performance in the latter half of the project.

Other aspects of **mitigating schedule overruns** are as follows:

- Participate in the responses to RFIs and solicit input from the GC. Coordinate with the engineer to provide clear and concise responses that resolve the issue promptly.
- Conduct pre-submittal meetings on critical material or equipment so that these submittals can get approved with the first submittal.
- Create a collaborative and cooperative relationship with the GC, design engineer, and City.

- Be firm, but fair. Don't be over-zealous with inspection or contract interpretation.
- Believe in the partnering philosophies: no surprises, communication, respect each other, and build trust.
- Identify and call attention to areas of risk that may need to be resolved jointly with the GC. Being open and honest about portions of the project that may be challenging helps create cost effective and time saving solutions.
- Specifically, define what is required by each potential change request for proposal (RFP), and critically evaluate quotes obtained from the GC. If there is no time to negotiate, or we can't agree, then direct the GC to proceed time and materials (T&M) on the portion of work that is too risky for them, and lump-sum the portions we can agree on.
- If the GC asks for an RFI response in two days: endeavor to get them the response in one day. Be responsive to helping the GC beat their schedule.
- Ask the right questions and inspect the work so it is built right and there won't be a need for rework because of quality issues.
- Agree and process change orders quickly. Do not let them become old so that the price can be negotiated higher because of better understanding of how to maximize the cost.
- Understand permit conditions, requirements and deliverables; meet regularly with the contractor and agencies to make sure all permit conditions are satisfied.
- Make sure encroachment permits and Traffic Control Plans (TCPs) are submitted and approved well in advance of anticipated work activities. Prior to commencement of work, meet with all parties to make sure TCPs are understood and all traffic control devices are onsite and functional.

Change orders are an inevitable part of any construction project. Change orders are originated by valid errors and omissions in the plans and specs, City-initiated changes, and GC contract interpretation issues. The CM must stay attentive to scope creep that usually starts with RFIs. When an RFI is received by the CM it is essential that he/she review the question/issue and discuss it with the Inspector to determine, if between them, they have a simple and cost-effective solution. The RFI will still be forwarded to the design consultant for their review and input. Many times the field staff have simple solutions that can save time and money.

Another aspect of controlling costs is to carefully consider staff request for project improvements or scope enhancing features. These decisions are completely within the City's privy, but could greatly impact the construction schedule.

Reporting and Software

The most common report created for every project will be the daily inspection reports. The report will be generated and stored using the DCS: Procore. We use Procore exclusively for our CM software. Procore's project management software includes features such as submittal and RFI processing, Incoming & Outgoing Correspondence, RFPs, Change Orders, Daily Inspection Reports, Meeting Minutes, drawing markups and document storage for all project-related materials. The daily inspection report will include the following:

1. A description of the work activities performed by the GC and its subcontractors
2. A list of construction equipment on-site - either active or inactive
3. A list of construction labor that was on-site that day, what was their labor classification, and from which contractor are they employed
4. A summary of important discussions that took place in the field that were relevant to the project administration
5. A list of material or equipment deliveries that occurred that day
6. A list of visitors to the site
7. Any conversations with the public or an affected property owner

If needed by the City, we will prepare weekly reports summarizing the work that occurred and the planned work to occur.

The final report is the Monthly Status Report that summarizes all the work performed for the previous month, status of the contract schedule, submittals and RFIs received and processed, a list of executed change orders, pending change orders, and potential change orders, trends are presented, project issues are summarized, and the status of the CM budget/contract is presented. The typical reports that are available from Procore are included in the report.

Labor Estimate

THIS LABOR ESTIMATE HAS BEEN REPLACED WITH AN UPDATED LABOR ESTIMATE
RECEIVED JULY 23, 2021 THAT WAS SUBMITTED AS PART OF FINAL NEGOTIATIONS

TASK DESCRIPTION	TASK	PHASE	CM IV ERIC	RI_G2 CALVIN	RI_G2 JESSE	CMA II AMY	TS III KENNY	HOURS	KFR	CPT	RGMK
TASK 1 PRECONSTRUCTION PHASE	1.01	CM Admin Manual	4					4			
	1.02	Escrow Bid Document Review	4					4			
	1.03	Preconstruction Conference	10	4	4	8		26			
	1.04	Document Existing Conditions		4	4			8			
	1.05	Public Outreach Plan	8			8		16		120	
	1.06	Setup Field Office	2	4	4	8		18			
	1.07	Environmental/Permit Tracker	6			4		10			
Subtotal, Task 1 (hours)			34	12	12	28		86			
TASK 2 CONSTRUCTION PHASE	2.01	Correspondence & Communication	40			120		160			
	2.02	Partnering	20	16	16			52			
	2.03	Public Outreach	72					80		280	
	2.04	Submittals	80			200		280			
	2.05	RFIs	180			116		296			
	2.06	Baseline Schedule and Updates	160					160			
	2.07	Progress Payments	120			40		160			
	2.08	Prevailing Wage Administration	40					40			420
	2.09	Progress Meetings	160	80	80	120		440			
	2.10	Change Orders	100			80		180			
	2.11	QA Inspection & Materials Testing		1380	1400			2760	1,715		
	2.12	Traffic Control	20	20				40			
	2.13	Weekly & Monthly Reporting	80			160		240			
	2.14	As-Built Record Drawings	80	32	32			144			
	2.15	Testing, Startup & Commissioning	160	20	80		160	420			
	2.16	Punchlist Development	8	16	16			40			
Subtotal, Task 2 (hours)			1320	1564	1604	836	160	5484			
TASK 3 CLOSEOUT PHASE	3.01	Closeout Punchlist		40	80			120			
	3.02	Receipt of Closeout Deliverables	16			16		32			
	3.03	Final Payment Processing	16			8		24			
	3.04	Prep City Council Final Acceptance Packet	16			8		24			
Subtotal, Task 3 (hours)			48	40	80	32	0	200			
TOTAL HOURS			1,402	1,616	1,696	896	160	5,770	1,715	400	420

9 CONCERNS/EXCEPTIONS

West Yost has reviewed the sample agreement and compared it to past contracts we have signed with the City of Turlock. We would like to request that the following edits, accepted by the City of previous contracts, be used for this agreement:

1. **Paragraph 8 Time of Performance:** Please change “warrants” to “represents” in the first sentence.
2. **Paragraph 12 Conformity with Law and Safety:** Please add “and non-conflicting” between “applicable” and “laws” in the first sentence.
3. **Paragraph 18 Ownership of Work Product:** Please add to the end, “City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.”
4. **Paragraph 21 Cancellation for Breach by Either Party:** please insert “actual” between “recover” and “damages” in the first sentence of the second paragraph.
5. **Paragraph 24.3 Errors and Omissions Liability:** Please replace “occurrence” with “claim” in the first sentence.
6. **Paragraph 25 Additional Insurance Requirements:** Please insert “and Professional Liability” between “workers’ compensation” and “insurance” in the third sentence (beginning with “With the exception...”).
7. **Paragraph 26 Indemnification by Professional:** Please replace “that arise out of, pertain to, or relate to acts or omissions” with “to the extent that they arise out of, pertain to, or relate to negligent acts or omissions” in the first sentence. Please also add to the end of the final sentence (beginning with “With respect to third party claims”), “, except for such Liabilities caused in whole by the sole negligence, active negligence, or willful misconduct of City or City’s Agents”.
8. **Paragraph 52 Time is of the Essence:** Please replace “Time is of the essence” with “Time is of critical importance” in two places.

Resumes

West Yost

- Eric Harman, PE
- Kevin Swazas, PE
- Calvin Yocom
- Jesse Shah
- Laureano Brown, PE
- Kenny Smith
- Amy Rangel

Kleinfelder

- Robert Hill
- Val Baroni

Circlepoint

- Patti Ransdell

RGMK

- Ralph Caputo
- Susan Kettlewell
- James “Jim” Keating
- Todd Marshall

WEST YOST





Eric Harman, PE

Construction Manager



Eric Harman is a registered civil engineer with a focus on construction management. His experience includes serving as construction manager on large, high-profile public works projects ranging from \$500,000 to \$124 million. Eric has provided construction management, inspection, civil engineering design, and hands-on construction services. His infrastructure experience includes construction management and design of water and wastewater treatment facilities; intake facilities; pump stations; sewer collection systems, storm drainage, and water distribution pipelines; earthwork; paving and grading; and land development and building projects.

Eric's construction management expertise includes: staff management; schedule and cost monitoring and management; contract document interpretation and enforcement; field inspection/observation; change order preparation and negotiation; document control; and preparation of correspondence and reports. His design engineering experience includes: pre-design activities; preparation of contract documents for public works projects, including drawings and specifications for bidding; and engineering services during construction. Eric is known for providing excellent field coordination of contractors and inspectors; cost control, bid preparation, budget and schedule management; and material take-offs and estimates. With a background in working with and for project owners, designers, contractors, and CM firms, Eric brings thorough understanding and knowledge to effectively work with all parties involved in the design and construction of public works projects.

EXPERIENCE

Reynolds Ranch Reservoir and Booster Pump Station, City of Vacaville, CA:

Construction Manager and Inspector for this \$5.3 million reservoir and booster pump station. The project consisted of a 0.55 MG prestressed concrete reservoir and concrete valve vault with concrete retaining wall and associated 12-inch DIP, HDPE, and PVC piping. The reservoir and valve vault were connected to existing infrastructure currently in place. The reservoir was constructed on the side of a hill and include extensive excavation, grading, and installation of geo-grid stabilization and slope construction. A separate booster pump station was constructed below the reservoir to fill the reservoir as required. The booster pump station consisted of two 20-Hp pumps housed in CMU building. The pumps were connected to the existing water distribution system. The reservoir and booster pump station were constructed by a private developer and turned over to the City to own and operate.

North Valley Regional Recycled Water Program, Turlock Component, City of Turlock, CA:

Construction Manager for this \$28 million project consisting of constructing approximately 7.2 miles of 42-inch diameter welded steel pipeline and appurtenances, three micro-tunnels, roadway restoration, a concrete flow meter vault, concrete flow control vault, 500kW standby engine generator and associated mechanical, electrical, and instrumentation equipment, relocation of AT&T conduit

STAFF TITLE: Construction Manager IV

YEARS OF EXPERIENCE: 33

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. 70645

CERTIFICATIONS/SPECIAL TRAINING

- Confined Space Competent Person & Confined Space Entry and Non-Entry Rescue, June 2018
- First Aid, CPR and AED Certified
- OSHA 10-Hour Safety and Health

EDUCATION

- BS, Construction Management, Colorado State University
- Electrical Engineering Technology, Metropolitan State College, Denver, Colorado

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- Construction Management Association of America

and pull boxes. The work includes start-up and testing and project closeout activities.

Shasta Park Water Facility, City of Sacramento, CA:

Construction Management and Inspection for this \$14 million project which includes a 4 MG partially buried prestressed concrete potable water storage tank and booster pump station that includes vertical turbine pumps, chlorine and fluoride chemical treatment, methane stripping, manganese filters (3), steel backwash tank, ground water wells (2), electrical power, wireless controls and data transmission housed in a CMU block wall and wood framed building including site security, fencing, automated entry/exit gate and site landscaping.

Reservoir No. 1 Rehabilitation Project, City of Folsom, CA: Construction Manager for the \$570,000 rehabilitation of a 3.3 MG water steel water storage tank construction. The work consisted of removal of the existing coating from the interior of the tank and recoating tank interior; spot repair and re-coating of portions of the exterior of the tank; removal and replacement of the active cathodic protection system; removal and replacement of the interior and exterior access ladders and associated fall protection and ladder access protection; removal and replacement of fittings, valves, and pipe supports on exterior of the tank; and removal and replacement of 47 of 64 roof rafters. Services provided to the City included: full-time construction inspection; conducted weekly progress meetings; reviewed proposed changes, negotiated and prepared final change orders; reviewed and processed monthly progress billings; provided document control for submittals & RFIs; reviewed and monitored the contractor's progress and 3-week look-ahead schedules; and assisted in project closeout.

Construction Management & Inspection for Pleasant-Hill Grayson Creek Trunk Sewer Project, Central Contra Costa Sanitary District, Martinez, CA: Construction Manager/Construction Inspector for this \$10 million project for construction of approximately 10,000 feet of 18 to 24-inch diameter trunk sewers. West Yost performed contract administration and inspection in support of the District's Project Manager and Resident Engineer. More than half of the project alignment was installed by trenchless methods consisting of auger boring and pilot tube guided boring. The new trunk pipeline had three significant under-crossings using 36-inch steel casings located at Grayson Creek 96-inch culvert on Pleasant Hill Road; the 62-inch Contra Costa Canal pipeline (United States Bureau of Reclamation (USBR) right-of-way) on Westover Drive; and twin 72-inch storm drain box culverts on Pleasant Hill Road at the City of Martinez city limits.

The downstream portion of the project was located in a densely populated residential community with narrow streets and no sidewalks, low overhead utilities, and an elementary school. West Yost coordinated with City staff, residents and local businesses to minimize project impacts by preparing detailed traffic control plans and distributing door hangers. The upstream portion of the project included work in a significant commercial development corridor. Construction was performed while the existing sewer system remained in continuous operation. Pleasant Hill Road and Taylor Boulevard were major arterials with high-volume traffic which could not be closed during construction.

Freeport Regional Water Intake Facility, Freeport Regional Water Authority, Sacramento, CA:

Assistant Construction Manager for the \$121 million intake facility for Freeport Regional Water. The project involved an intake facility at the Freeport Bend on the Sacramento River. The structure includes a fish screen system with automated cleaning system; pump station forebay with duel chambers, sediment collection system; eight 2,000-hp vertical turbine pumps (185 mgd total capacity); four VFD systems; three sedimentation basins, 69KV electrical substation; four pressurized surge tanks; approximately 2,500 feet of 84-inch WSP pipeline with two tunneled under-crossings; and approximately 850 foot slurry cutoff wall approximately 80 feet deep in Sacramento River levee.

Wild Wings Golf Community, Yolo County Public Works Department, Woodland, CA: Resident Engineer/Inspector for construction management and inspection services of the new 337 units Wild Wings Golf Community. The project was constructed in three phases that incorporated typical subdivision improvements, a new golf course, two ground water wells and storage tanks, and a water reclamation facility. The completed public facility improvement portion of the project consisted of infrastructure improvements that included: sanitary sewer gravity and force main pipelines; sewage lift station with backup emergency generator; water distribution system, recycled water irrigation system and a self-contained wastewater treatment system composed of a 0.1 MGD packaged wastewater treatment plant (pollution control systems); influent lift station; backup emergency generator; and irrigation pump station for irrigation of the new golf course. Further, a water supply system was installed that included two separate wellheads each with their own 360,000-gallon steel storage tanks, two 100 HP booster pumps; two chlorination systems; and electrical systems, including SCADA. In addition to these unique components, typical subdivision improvements were constructed, such as roadways, sidewalk, curb and gutter, streetlights, and retaining walls.



Kevin Swazas, PE

Principal-in-Charge



Kevin is Vice President and Manager of West Yost's Construction Management Sector. Kevin brings design, project management, and construction management skills to water and wastewater projects and programs. Kevin is responsible for the overall performance of the construction management services provided by West Yost. Insights he has gained from managing several large (\$125 million+) water specific projects have proven instrumental in delivering successful projects for our clients. Kevin is a licensed professional engineer with the State of California.

EXPERIENCE

Tracy Hills Water Storage Tank and Booster Pump Station, City of Tracy, CA:

Inspection and QA/QC for this \$10 million developer-funded and constructed project includes a 4-million gallon partially buried prestressed concrete potable water storage tank and booster pump station that includes vertical turbine pumps, chlorine and fluoride chemical treatment, electrical power, wireless controls and data transmission – housed in a CMU split-faced block wall building, with an emergency backup generator, site and drainage, security fencing and automated entry/exit gate.

Shasta Park Water Facility, City of Sacramento, CA: Quality Assurance for this \$14 million project includes a 4-million gallon partially buried prestressed concrete potable water storage tank and booster pump station that includes vertical turbine pumps, chlorine and fluoride chemical treatment, methane stripping, manganese filters (3), steel backwash tank, ground water wells (2), electrical power, wireless controls and data transmission housed in a CMU block wall and wood framed building including site security, fencing, automated entry/exit gate and site landscaping.

North Valley Regional Recycled Water Program – Turlock Component, City of

Turlock, CA: Principal-in-Charge. This \$28 million project involved constructing seven miles of 42 inch diameter C200 welded steel pipeline and appurtenances, three micro-tunnels crossing under environmentally sensitive waterways, roadway restoration, concrete flow meter vault and a flow control vault, associated mechanical, electrical, and instrumentation equipment, and relocation of AT&T conduits and pull boxes.

Stoneridge Joint Use Water Storage Facility, City of Roseville, CA: Construction Manager. This \$4 million project included construction of 3 MG, cast-in-place, pre-stressed concrete storage tank that included interconnection piping with an existing water supply system and stormwater system, electrical power supply and tank SCADA system, major site improvements, and landscaping. Project constructed in an upscale residential neighborhood that required close monitoring of the contractor's work and enforcement of noise and dust control mitigation measures.

Southwest Area Tank and Pump Station, City of Woodland, CA: Construction Manager for the \$7 million, 3 MG potable water prestressed concrete storage tank and a 6,000 gpm booster pump station located in the City of Woodland's David

STAFF TITLE: Vice President

YEARS OF EXPERIENCE: 40

PROFESSIONAL REGISTRATION

- Professional Mechanical Engineer, California No. 23277

EDUCATION

- Masters, Business Administration, University of California, Davis
- BS, Mechanical Engineering, University of Illinois, Urbana
- Certifications/Special Training
- Confined Space Competent Person & Confined Space Entry and Non-Entry Rescue, June 2021
- 10-Hour Cal OSHA Certification, December 2020
- First Aid and CPR Certified, July 2020
- "Advanced Scheduling Using Primavera Project Planner," University of California, Davis, Extension, March 1998
- "Proving Construction Contract Damages," Federal Publications, November 1995
- "Calculating Loss of Efficiency and Extended Overhead Claims," Federal Publications, February 1995
- "California Construction Law," Federal Publications, June 1993

Douglass Park. The project included: vertically mounted turbine pumps; water transmission mains; electrical stand-by power; chemical feed system; and associated electrical control and instrumentation. Pumps, chemical feed system, and electrical gear were housed in a masonry block building with sloping metal roof.

An integral part of the project included public outreach to minimize impacts to park users (including minimizing disruption to the soccer program) and adjacent homeowners. The project included an incentive program to be operational before July 2014, which required timely submittal reviews and quick response to RFIs. Assisted the contractor in coordinating with City staff regarding key decisions and processing required permits. The project had no significant change orders (less than 1 percent) and was completed on schedule. July 2013-July 2014.

College Park Water Storage Tanks & Booster Pump Station, Mountain House Community Services District, San Joaquin County, CA: Principal-in-Charge, Design and Construction Management for the construction of the \$7 million water storage project that included the construction of two 3.7 MG cast-in-place, prestressed concrete water storage tanks supported on compacted rock piers, and a 5.8 mgd Booster Pump Station. Pump station consisted of a 2,100 sq-ft CMU building and included seven 75-hp booster pumps, standby emergency power, SCADA system, and bridge crane for maintenance.

Jamieson Canyon Water Treatment Plant Improvement Project, City of Napa, CA: Construction Manager. This \$38 million project increased the plant capacity from 16 mgd to 24 mgd. Components of the process expansion included two new flocculation sedimentation tanks including a common rapid mix system, flocculation system, conventional sedimentation system, two new washwater recovery tanks and associated pump room, a pre-ozone contactor including a new plant inlet flow meter and control, two new filters, new chemical storage building, and liquid oxygen storage, retrofit of the four existing gravity filters under drains and filter media, conversion of the existing pretreatment basin to a new building housing ozone generation, off-gas destruction equipment, and future sludge dewatering equipment, new electrical distribution system to furnish the power and controls to the new processes, upgrading and expanding the SCADA system including new PLCs, and the remodeling and expansion of the existing operations and maintenance building that includes a new laboratory, control room, offices, shop, storage areas, restrooms and locker facilities, and chemical feed equipment.

Wild Wings Golf Community Project, Yolo County, CA: Construction Manager. This \$5 million project included infrastructure construction that featured a sanitary sewer

system including gravity and force main pipelines and lift stations, and a self-contained wastewater treatment system that included a packaged wastewater treatment plant, influent lift station, and backup emergency generator that irrigated the golf course with the reclaimed water. The project also featured a water supply system that included two separate wellheads with their own 360,000 gallon steel storage tanks, two 100 hp booster pumps, a chlorination system, and electrical power systems including SCADA control with the wastewater treatment plant. In addition to these unique components, typical subdivision improvements were constructed such as mass grading, potable and non-potable water distribution systems, a stormwater collection system, a joint utilities trench, residential street construction, and street lighting and signals.

Biological Nitrogen Removal/Tertiary Wastewater Treatment Project, City of Modesto, CA: Construction Manager. Services for this \$100 million project included a complete constructability review of contract documents before bidding, bidding assistance, and support for SRF loan administration. The construction included a primary effluent pump station; primary effluent pump station electrical building; fine screening facility; distribution box; air activated sludge BNR tanks (three trains); membrane (Evoqua) bio-reactor (six tanks); BNR high-speed turbo blower building; membrane high-speed turbo blower building; UV disinfection building; tertiary water pump station; main electrical building; chemical storage and waste chemical disposal facility; maintenance shop building; and a 10,000 square foot Operations building. The project was completed on time, under budget, and included over 750,000 man-hours without a lost time accident and less than 2% change orders.

Midwestern Placer Regional Wastewater Project, City of Lincoln, CA: Construction Manager. This \$48 million project included simultaneous construction of three separate projects under construction by three separate general contractors: 1) improvements to the Lincoln Wastewater Treatment and Reclamation Facility (WWTRF) on Fiddymont Road to provide for the increased flows from SMD-1; 2) a new pump station at the current SMD-1 facility; and 3) construction of a 15 mile, 14- to 24 inch, force main pipeline from SMD-1 facility to the City of Lincoln's trunk sewer. Maintaining continuous operations at both treatment plants throughout construction is critical. The project also includes funding from the State Water Resources Control Board.



Calvin Yocom

Construction Inspector

Calvin Yocom is West Yost's most experienced construction inspector specializing in quality control/assurance of a variety of municipal and environmental projects. His project experience includes water and wastewater treatment plants, wastewater reclamation facilities, pump stations, storage facilities, wells, reservoirs, chlorination facilities, pipelines (including ductile iron, HDPE, PVC, FRP, and RCP) and road construction. He is an ICC certified special inspector in reinforced concrete and was a carpenter foreman who built wastewater treatment plants prior to becoming an inspector.

EXPERIENCE

EchoWater Project Tertiary Treatment Facility, Regional San (Sacramento Regional County Sanitation District), Sacramento, CA: Construction Inspector for the \$300 million Tertiary Treatment Facility (TTF) that involves the construction of a 270 MGD granular media filtration system that includes an influent pump station, disinfection contact basins, and dechlorination system. Supporting the treatment process includes a new electrical substation, chemical storage and feed system/building, effluent observation vault, sodium bisulfate system/building, reclaimed water pump stations, and the TTF Area Control Center. Project time frame: April 2019 – 2023.

EchoWater Project Nitrifying Sidestream Treatment, Regional San (Sacramento Regional County Sanitation District), Sacramento, CA: Construction Inspector for the \$45 million Nitrifying Sidestream Treatment Project that involved construction of three Sequential Batch Reactor (SBR) rectangular concrete tanks that nitrify highly concentrated wastewater from the final solid storage basins using high speed turbo air blowers and an automated decanter system. Supporting the process includes a fine screen facility, influent lift station, dedicated electrical building, and a dry lime storage and slurry feed facility that adjusts the alkalinity of the SBRs. In addition, a basin washdown pump station, and a storm water pump station were constructed. Project time frame: March 2017 – September 2020.

Phase 2 Biological Nutrient Removal (BNR)/Tertiary Treatment Project, City of Modesto, CA: Lead Construction Inspector for the \$100 million Biological Nutrient Removal/Tertiary Treatment Project. This 12.6 MGD treatment process included the following components: Primary effluent pump station, fine screening facility, three BNR basins, six membrane filtration basins, UV disinfection, and tertiary effluent pump station. Supporting the treatment process included a primary effluent electrical system/building, tertiary maintenance building, 12kV main electrical building, aeration blowers building, membrane blowers building, membrane chemical cleaning storage and feed system, and a state-of-the-art operations center. The project was completed with less than 1.5% change orders and no claims.

College Park Water Storage & Booster Pump Station, Mountain House Community Services District, San Joaquin County, CA: Construction Inspector for the \$7 million water storage project that included the construction of two 3.7 MG cast-in-place,



STAFF TITLE: Resident Inspector
(Prevailing Wage - Group 2)

YEARS OF EXPERIENCE: 37

CERTIFICATIONS

- ICC Reinforced Concrete Special Inspector, ICC02229691
- ACI Concrete Field Testing Technician, Grade I, No. 099302
- Confined Space Competent Person & Confined Space Entry and Non-Entry Rescue, expires May 2021
- First Aid and CPR Certified, expires August 2021
- 10-Hour Cal OSHA Training, expires January 2023

prestressed concrete water storage tanks supported on compacted rock piers, and a 5.8 MGD booster pump station. Pump station consisted of a 2,000 sq-ft CMU building and included seven 75-hp booster pumps, standby emergency power, and wireless SCADA system.

Jamieson Canyon Water Treatment Plant Improvement Project, City of Napa, CA: Construction Inspector for the \$40 million water treatment plant improvement project that increased the plant capacity from 16 MGD to 24 MGD. Components of the expansion included two new flocculation sedimentation tanks including a common rapid mix system, flocculation system, two new granular media filters, two filter wash water recovery tanks and associated pump room, pre-ozone contactor including a new plant inlet flow meter and control, new chemical storage and feed facility, liquid oxygen storage, retrofit of the four existing gravity filters underdrains and filter media, conversion of the existing pretreatment basin to a new building housing ozone generation, off-gas destruction equipment, future sludge dewatering equipment, new electrical distribution system to furnish the power and controls to the new processes, upgrade and expansion of the SCADA system including new PLCs, and a complete remodel and expansion of the existing operations and maintenance building that included a new laboratory, control room, offices, shop, storage areas, restrooms and locker facilities, and chemical feed equipment.

Wastewater Treatment Plant Projects, Mountain House Community Services District, San Joaquin County, CA: Lead Inspector for the Wastewater Treatment Plant (WTP) and Reservoirs 1A, 1B, and Reservoir II projects. The WTP work involved a dual sequential batch reactor process to remove solids and secondary clarification, solids handling, and tertiary treatment utilizing cloth-disk filters and UV disinfection. The entire process, equipment, and operations center were all under one footprint. This project won a Global Water Intelligence Award for Project of the Year in 2006.

Reservoir 1A included lining the slopes of the basin with 160,000 square feet of 60-mil textured HDPE. Reservoir 1B involved lining the slopes with 40-mil textured HDPE and the bottom with 40-mil smooth HDPE liner, and approximately 1,000,000 square feet of total liner was installed. Reservoir II involved lining the slopes with 40-mil textured HDPE and the bottom with 40-mil smooth HDPE liner, with approximately 775,000 square feet of total liner installed.

14-Mile Slough Pump Station, City of Stockton, CA: Lead Inspector for the \$12.7 million upgrade to the 14-Mile Slough Pump Station. The upgrade increased the capacity of the pump station from 3.75 MGD to 18 MGD. The construction involved a deep excavation on an island in the Delta outside of Stockton that included very high groundwater and poor

soils. The pump station excavation involved an interlocking steel sheet-pile shoring system and complicated steel reinforcement to construct the separate wetwell and drywell. Features included a trench-type wet well lined with PVC sheets, on-site stand-by power generation, pump house, and instrumentation and controls. The project was completed in December 2007 and won a local APWA award for project excellence.

Dry Creek Wastewater Treatment Plant Levee Relocation and Emergency Basins Project, City of Roseville, CA: Construction Inspector to relocate the wastewater treatment plant pond levees to prevent flooding during a 100-year storm of the adjacent Dry Creek. This \$6 million project included construction in environmentally sensitive areas under the jurisdiction of the California Department of Fish & Wildlife, Central Valley Flood Protection Board, and the California Department of Water Resources. Project components included construction of a 65 feet-deep bentonite slurry cutoff wall, construction of new clay core levees, new pond drainage system, HDPE liner, concrete liners, and included a \$342K landscape contract to modify the existing landscaping within the boundaries of the new channel along the entire length of Dry Creek as it passes through the plant property.

Sludge Lagoon Relining and Renovation Project, Metropolitan Wastewater Management Commission (MWWC), Eugene, Oregon: Construction Inspector for renovation and relining of four existing sludge storage lagoons at the Eugene-Springfield Biosolids Management Facility. This \$45 million project was completed in four phases over a six-year period. Project included dredging and installation of 500,000 square feet of 80-mil HDPE pond liner. Other improvements included piping modifications to enhance sludge distribution within the lagoons, electrical and instrumentation upgrades, addition of a variety of features to improve operator safety, and vehicle access improvements.

Applegate Regional Sewer Pipeline Project, County of Placer, Auburn, CA: Construction Inspector for 30,000 feet of 8-inch HDPE sewer force main. Approximately 1,200 feet of the pipeline was constructed via horizontal direction drilling under Interstate 80. The remainder of the pipeline was installed via an open trench in a somewhat rural area with rock excavations and in environmentally sensitive areas.

System 9 Sewer Collection System Improvements, City of Stockton, CA: Construction Inspector for the \$17 million project that extended sewer lines to an undeveloped area in northeast Stockton. Project components included approximately 5 miles of sewer lines and force mains and two pump stations. It involved installing approximately 1.5 miles of PVC gravity sewer and 4.0 miles of large diameter ductile iron force mains.



Jesse Shah

Construction Inspector



Jesse Shah is experienced in the construction and steel fabrication industry. He has performed special inspection and testing services on a variety of building and infrastructure projects, including wastewater treatment plants, hospitals, schools, commercial buildings, and highway projects in accordance with Caltrans, AASHTO, federal, and local quality assurance/quality control test methods. Jesse's experience includes soils, reinforced concrete, masonry, and structural steel inspection and testing.

EXPERIENCE

East Tank No. 1 Rehabilitation Project, City of Folsom, CA: Provided Welding and Structural Steel Inspection services during rehabilitation of this \$3.1 million project involving the City's existing steel 3 MG East Tank Nos. 1 and 2, 4 MG Zone 4 Tank, 3 MG Zone 5 Tank, and 3 MG South Tank. During shut down and tie-in of the tank and transmission main, he provided continuous welding inspection to ensure welds met specifications and industry standard requirements. Modifications consist of recoating the interior of East Tank No. 1 and the exterior of all four tanks listed above, modifying tank piping and structural roof support systems, constructing two stairways, retrofitting or replacing various tank features, and installing a new cathodic protection system in East Reservoir, Tank No. 1.

Headworks and Dryden Box Improvements Project, City of Modesto, CA:

Construction Inspector and periodic Welding Inspection Services for the \$17 million Headworks and Dryden Box Project at the City of Modesto's Primary Sutter Avenue treatment plant that is currently under construction by general contractor, C. Overaa & Co. The project involves constructing numerous buried junction structures tying into existing pipelines, installation of several hundred feet of large diameter fiberglass and RCP pipe, new process equipment, odor control improvements, and major electrical improvements that include replacing mo-tor control centers and upgrading control systems with PLCs to improve remote automated control via the existing SCADA system. The work includes pumped bypasses, shutdowns, temporary systems, tie-ins, and startups requiring manipulation of existing system valves and gates to test the new system in a loop prior to incorporation into the process with small windows of opportunity for testing and con-firming reliability. The junction structures require control of groundwater and complicated shoring sys-tems to construct the structures, and temporary bypasses to demolish existing piping within the new tie-in structures, while minimizing impacts to the operation of the existing treatment plant processes. The project started in November 2018 and is scheduled to be completed on or before November 2020.

Phase 2 Biological Nitrogen Removal/Tertiary Wastewater Treatment Project, City of Modesto, CA: Construction Inspector for the \$100 million tertiary wastewater treatment project that initially included a complete constructability review of contract

STAFF TITLE: Resident Inspector
(Prevailing Wage - Group 2)

YEARS OF EXPERIENCE: 16

CERTIFICATIONS

- International Code Council:
 - Structural Masonry Special Inspector
 - Structural Steel/Welding Inspector
 - Reinforced Concrete Special Inspector
- American Concrete Institute, Field Testing Technician, Grade I
- American Portable Nuclear Gauge Association, Nuclear Gauge Training Certification
- California Department of Transportation, Materials Engineering and Testing Services, California Test Methods:
 - 125
 - 127
 - 216
 - 231
 - 375
 - 504
 - 518
 - 533
 - 539
 - 540
 - 556
 - 557

documents. The project included the following process components: primary effluent pump Station; primary effluent pump station electrical building; fine screening facility; distribution box; air activated sludge BNR tanks (3 trains); membrane bio-reactor (6 tanks); BNR blower building; membrane blower building; UV disinfection building; tertiary water pump station; main electrical building; chemical storage and waste chemical disposal facility; maintenance shop building; and a 10,000 square foot operations building. The project was completed on time, under budget, with over 750,000 man-hours without a lost time accident, and with less than 2% change orders.

Construction Management Services for the EchoWater Project Procurement 1, Sacramento Regional County Sanitation District (Regional San), Sacramento, CA:

Construction Inspector and Structural Steel and High Strength Bolting Inspection for the \$33 million Site Preparation project as part of the \$1.5 billion EchoWater Program. The project consisted of installing over six miles of various pipelines (reclaimed water, digested sludge, secondary effluent, potable and non-potable water, and storm drain) using HDPE, PVC, and RCP materials throughout the Plant site. The project also included approximately three miles of 12kV and signal ductbanks and manholes; replacement of signal wiring with fiber optic cabling; new plant access roads; security fencing; construction water well and access road; construction field office complex with wireless communication system; and a new main construction entrance that included a six-lane entrance, security card readers, automatic security gates, and a manned remote security guard facility.

2017 Improvements Projects, City of Elk Grove, CA:

Provided construction materials testing and inspection services for multiple improvement projects that included soils, aggregate base, and asphalt concrete paving projects throughout the city. Services were performed as part of the Vali Cooper construction management team.

2013 Overlay Project, City of Folsom, CA: Provided construction materials testing and inspection services for various asphalt concrete paving overlay projects throughout the city. Testing and inspection services were related to asphalt concrete paving, laydown inspections, coring, and laboratory testing.

Overlay Project, City of Fairfield, CA: Provided construction materials testing and inspection services for various asphalt concrete paving overlay projects throughout the city. Testing and inspection services were related to asphalt concrete paving, laydown inspections, coring, and laboratory testing.

Meyer Cookware, Vallejo, CA: Performed compaction testing and construction observation for underground utilities, site grading, and pile driving.

San Jose Airport Terminal Area Improvement Project, San Jose, CA: Provided materials testing and inspection services related to structural steel welding for this \$342 million, 380,000 square foot Terminal B project.

University of California, Davis Medical Center Surgery and Emergency Services Pavilion Project, Sacramento, CA: Provided materials testing and inspection services for various stages of construction activities including soils, cast-in-place concrete, and high strength bolting for this \$170 million hospital building project on the campus of the UC Davis Medical Center.

Target Woodland Store No. 2408 Project, Woodland, CA: Provided materials testing and inspection services of engineered fill, soil subgrades, aggregate sub-base and base, asphalt concrete paving, and structural concrete.

PG&E Substations throughout California, including Diablo Canyon, PG&E, California: Throughout Western states, provided resident inspection, concrete and structural inspection, structural platforms and structural masonry.



Laureano Brown, PE

Electrical Inspection

Laureano Brown is an Operational Technology (OT) consultant and registered engineer, specializing in lighting and power design. Laureano has over 30 years of engineering, electronics and maintenance experience, including project management, electrical distribution design for power and lighting systems, and construction administration for municipal projects. His career began in plant engineering in the manufacturing industry and transitioned into operating his own electrical engineering firm as an electrical engineer of record and project manager for several new and upgraded electrical distribution systems in the commercial and industrial field. Presently as an electrical engineer for West Yost, he is responsible for the electrical design involving motor control centers, motor controls upgrades and improvements, electrical construction inspections, and review of electrical system submittals for wastewater and water electrical system projects.

EXPERIENCE

Headworks and Dryden Box Improvements, City of Modesto, CA: Electrical Lead for the \$17 million Headworks and Dryden Box project at the City of Modesto's Primary Sutter Avenue treatment plant that is currently under construction by general contractor, C. Overaa & Co. Performed close-out inspection and punch list of completed electrical equipment system installations. Reviewed electrical invoices for billing accuracy for change orders per NECA (National Electrical Contractors Association) labor units.

SCADA Network Improvements West Area Tank and Booster Pump Station, Davis, CA: Included the design for the replacement of three VFD's, backplane, line reactors, input/output (I/O) cables and a sundry related electrical components of the MCC, along with the removal and servicing of three 75 hp motors.

SCADA Network Analysis and Detailed Design, Davis, CA: Electrical Engineer. This project was identified in the City's SCADA Master Plan and includes detailed network analysis and documentation, detailed network design, and development of a detailed implementation plan. This project documented existing facilities and needs, recommended alternatives, and developed a detailed design and plan to implement a reliable and secure SCADA network architecture across 36 sites including water pump stations and reservoirs, groundwater wells, stormwater pump stations, sanitary sewer lift stations, and a wastewater treatment plant. The detailed design and implementation plan included replacement of five obsolete controllers at critical facilities.

Montebello Hills Recycled Water Pump Station, Pipeline, and PRV Design, Toll Brothers and Central Basin Municipal Water District, Montebello, CA: Electrical Engineer for the design of a recycled water pump station and distribution system designed to serve the landscape irrigation demands of the Montebello Hills residential development. The project included the design of a 1,800 gpm vertical multistage



STAFF TITLE: Technical Specialist III

YEARS OF EXPERIENCE: 29

YEARS AT WEST YOST: 1

PROFESSIONAL REGISTRATIONS

- Professional Electrical Engineer, California No. 22776, Arizona No. 62781, New York No. 074979, New Mexico No. 25238, South Carolina No. 32325
- NCEES Record Holder

EDUCATION

- BS, Electrical Engineering, Purdue University, Lafayette, Indiana

CERTIFICATIONS/TRAINING

- AWWA's Utility Risk & Resilience Certificate Program
- Managing Projects with Microsoft Project Certificate from Microsoft

pump station with a new 1000A Motor Control Center (MCC) for a 125 Horsepower (Hp) redundant pump system. The pump station will pump recycled water from the CBMWD system into a dedicated recycled water distribution system located throughout the project development. The dedicated distribution system design included a hydraulic analysis to determine distribution system sizing and surge effects, the design of several sets of recycled water piping and PRV plans to extend the distribution system by project phases to proposed landscape connection points throughout the development. The project required extensive coordination with the landscape designer, developer, development engineers, several subconsultants, CBMWD, City of Montebello, and Division of Drinking Water.

SCADA Program Definition, Department of Utilities, City of Sacramento, CA:

Electrical Engineer for the review and recommendations for Consequence-driven Cyber-informed Engineering (CCE) solutions of the City's Electrical Specification documents as part of a SCADA Improvements Program to modernize and improve the system for maintainability, consistency, standardization, and cybersecurity. West Yost conducted a baseline assessment, developed alternatives and recommendations for control system hardware/software, and staffing roles and responsibilities. The Program included communications network and control system detailed design and a multi-phased implementation approach for improvements and network migration.

Supervisory Control and Data Acquisition Support

Services, City of Sacramento, CA: Electrical Engineer for the review and recommendations for Consequence-driven Cyber-informed Engineering solutions of the City's Electrical Specification documents.

Tracy Recycled Water Pipelines, City of Tracy, CA: Electrical Engineer providing Construction Management support. West Yost conducted the preliminary design and construction document preparation for approximately nine miles of 24- and 30-inch diameter recycled water pipeline that will extend from the City's wastewater treatment plant on the north side of the City to the Delta Mendota Canal south of the City. Pipelines will run through open fields, city and county roads, under several irrigation canals, through Caltrans right-of-way, and under two railroads. Provided pipeline design and construction services for the project and assisted with permitting.

Tucson TARP Capture and Evaluation Engineering Services,

Carollo Engineers, Tucson, AZ: Electrical Engineer for engineering support. West Yost provided design services for expanding the TARP facility, adding 4 Granular Activated Contactors (GAC), Ultraviolet disinfection chambers, and one

remote remediation well. The control system included a new remote input/output (RIO) panel at the treatment facility and programmable logic controller (PLC) panel at the well site.

Water Master Plan Update, City of Garden Grove, CA:

Electrical Engineer for the preliminary design and budgetary cost estimate in replacing an existing Full Voltage Non-Reversing Starter with a redundant Variable Frequency Drive (VFD) for a 400 Horsepower (Hp) pump for the City's exiting Well, for inclusion in the overall Water Master Plan update. West Yost is updating the City of Garden Grove's Water Master Plan to identify and prioritize improvements that will provide adequate flows and pressure to meet peak demands and fire flow requirements, meet regulatory requirements, provide redundancy for emergencies and address its aging infrastructure. West Yost's Operations Technology Cybersecurity and Resilience (OTCR) team also conducted an evaluation to provide a practical and implementable SCADA Implementation plan. Execution of the plan will provide the City with a modernized SCADA system that is flexible, user-friendly, and both physically and cyber resilient using industry leading design practices.



Kenny Smith

Instrumentation and Control (I&C) Inspection

Kenny Smith has 44 years of experience in the field of instrumentation and electrical systems, including the piping and instrumentation diagram (P&ID) design, PLC control panel layout and CAD design, PLC/HMI configuration, loop testing and startup of distributed control systems (DCSs), PLCs, remote telemetry units (RTUs), and SCADA-based systems for lift stations, water and wastewater treatment plants, complex chemical plants, and oil refineries. His expertise lies in designing automatic control of process loops, programming and configuring DCSs, PLCs, and RTUs, configuring graphical interfaces for PC HMI and operator terminals, configuring databases, reports, and logs, writing interlock summaries and detailed control description, designing and CAD models of loop diagrams, ISA data forms, and loop descriptions and control narratives. He is proficient in training of operating and maintenance personnel. Kenny has experience in detailed writing of specifications for: Division 40 (I&C), 26 (Electrical) for MCCs and standby generators. His background with DuPont Chemical Refinery and Fluor Daniel Oil Refinery provided field experience in troubleshooting, calibrating, component replacement of all types of instruments, process analyzers, electrical power panels, lighting panels, motor switchgears, and relay logic control panels. While at Dupont Corpus Christi plant, Kenny was certified to work on 480- and 4,160-volt switchgear and motor control center troubleshooting and repair.

EXPERIENCE

Headworks and Dryden Box Improvements, City of Modesto, CA: Instrumentation and Controls Inspector for the \$17 million Headworks and Dryden Box project at the City of Modesto's Primary Sutter Avenue treatment plant that is currently under construction by general contractor, C. Overaa & Co. Attend weekly Construction Progress Meetings (remotely). Performed the Function testing and Site Acceptance of the Pumping Plant #3 PLC. Attended the Factory Acceptance Testing of the Headworks PLC PCM-2 at the Integrators shop. Assisted in troubleshooting the cause of the pump discharge check valves slamming shut and provided corrective measures. Will provide final punch list for I&C deficiencies during startup.

Department of Public Works, Bureau of Engineering – Venice Auxiliary Pumping Plant, Los Angeles, CA: Provided instrumentation and SCADA design for a new pump station adding three new VFD-driven submersible pumps, level control, pressure, and flow meters. The new system was designed around Honeywell PLCs and was designed to integrate to an existing pump station. Wrote the control strategy for all pumps and wet well level control.

South Bay International Wastewater Treatment Plan, International Boundary and Water Commission (IBWC), San Diego, CA: Lead I&C person on the design team for the IBWC project to treat waste from Tijuana, Mexico. Responsibilities included design of the P&IDs for instrumentation and controls for the headworks area including the mechanical screens, influent pump station, grit pumps, and four odor reduction



STAFF TITLE: Senior Technical Specialist
I

YEARS OF EXPERIENCE: 44

SPECIALIZED TRAINING

- Westinghouse WDPF Distributed Control System (DCS)
- Rosemount System 3 DCS
- Honeywell 2000 and 3000 DCS
- Digital Unix Network
- Valmet Automation OASys Systems
- Transmission Control Protocol/ Internet Protocol (TCP/IP)
- Network Training; Square D Programmable Logic Controller (PLC)
- GE Series 90 PLC
- Allen-Bradley SLC and PLC5 PLC
- Allen-Bradley RSView; Siemens/ TI 505 PLC
- Modicon Compaq, 984 and Quantum PLCs
- Modicon ConCept Programming;
- Itellution IFix
- Arcom Remote Telemetry Unit (RTU)
- Valmet Polecat RTU
- Sensaphone SCADA 3000 RTU

EDUCATION

- Electrical Technology, Del Mar College

PROFESSIONAL AFFILIATIONS

- International Society of Automation

facilities. Had design responsibility of the A-B PLC system and architecture for the plant-wide SCADA system. Designed and specified the plant-wide multi-mode fiber optic network.

Dos Rios Wastewater Treatment Facility, San Antonio, TX: Designed the electrical and instrumentation drawings and specifications during design phase. During construction, Kenny was the resident engineer providing inspection for the \$6 million odor control project, which included Westinghouse Distributed Control System interfaced to a Digital VAX System connected by a fiber optic network. Configured the process graphics, alarm configuration, and logging files and configured the logic and process control loops for the data acquisition and control of four scrubbers, caustic pH loops, and support equipment. Designed and configured over 100 graphics for Westinghouse WDPF Distributed Control System (DCS) for influent headwork, primary settling tanks, digesters and 12 belt filter presses. The Contractor and Sub-contractor were not performing the work to meet the project deadline, so the City released the Contractor and Kenny was asked to configure the rest of the graphics without further delay to project startup deadlines.

Coney Island Water Pollution Control Plant, New York City Department of Environmental Protection Design, Brooklyn, NY: Provided startup assistance on emergency \$15M Contract for the client. A fire destroyed the Odor Control Building that burned 11 Carbon Absorbers, dampers, fans, and the four PLC control panels. During the startup of the first phase: checking calibration of pressure switches, RTD temperature and mass flow field instruments. Performing point-to-point wiring checks, correcting wiring mistakes in PLC control panels, and testing the PLC logic to A-B RsView, the operator interface. Working with client assisted in installing the fiber optic cable, and connectors and polished and tested the cable. Developed change orders and field directives for specifying and selecting instruments for Scrubbers 1, 2, and 3 rehab.

Coney Island Water Pollution Control Plant, New York City Department of Environmental Protection Start-Up, Brooklyn, NY: Member of design team for the odor control project that provided P&IDs and integration into existing plantwide energy management system. The system is capable of logging, scheduling, and inventorying spare parts, scheduling chemicals and preventive maintenance, and report generation. The control system consists of multiple DEC VAX computer system designed to military reliability/redundancy specification. In February 1989, Coney Island became the first New York City plant to put a computer monitoring/control system into successful operation. The link to the plant's administrative personal computer network was completed in 1993. The systems supports and monitors: maintenance management; equipment inventory; energy management; data logging; laboratory analyses; data manipulation/

trending/ simulations; security system with 34 closed-circuit TV cameras; shortwave FM radios with patching capability; and numerous infrared, smoke, fire, and magnetic sensors.

Tramanto SCADA/ Microwave Panel, Phoenix, AZ: Provided design drawings for Scada Microwave panel per the City of Phoenix standard panel. Designed a 50-foot radio tower to send the Ethernet radio signal to a nearby Lift Station and the Microwave signal to downtown office.

Expansion at the 91st Ave Wastewater Treatment Plant - Unified Plant 01 (UP01), Phoenix, AZ: During the construction phase of UP01 was sent to the Roots Dresser Facility in Connersville, Indiana to witness test the three 2,000 hp, 12.4 KV blowers. Performed the Factory Acceptance testing of the three Local Control Panels that included Modicon Quantum PLCs.

South Tempe WTP, Tempe, AZ: Provided construction oversight, submittal review and weekly progress meetings to give the Contractor direction as required. Designed isometric piping diagrams for the entire replacement of all the plant chemical metering pumps and discharge piping.

Site 21 and Well Site #1 & #2, Goodyear, AZ: Construction oversight to the system Integrator (Quantum) to correct the mistakes in the PLC panel, fix the PanelView HMI graphics including PLC Tag name errors. Wrote the Site Acceptance Testing report, managed the Loop testing and function testing of the carbon absorbers storage tank levels, site flow meters including the totalization based on a flow pulse. Integrated two remote Groundwater well sites to shutdown (interlock) the well pumps when major problems arose at Site 21 to prevent tank overflows and spills.

TARP WWTP UV / AOP, Tucson Water, Tucson, AZ: Wrote I&C specifications and designed P&ID drawings for UV/AOP process system that included PLCs and HMIs, extending the multi-mode fiber optic backbone for communication and control of remote pump station sites. Provided oversight and witnessed the testing of 5 miles of existing fiber optic cable at nine remote pump stations. Wrote a detailed report on fiber optic cable condition and recommended repairs for the client.



Amy Rangel

Administration



Amy Rangel is a construction project administrator providing support for construction management and design of environmental and engineering projects focused on wastewater and potable water treatment facilities and associated infrastructure ranging from \$4 million to \$47 million in value. Amy has excellent organizational, communication, and project management skills, and her experience includes document tracking and distribution using Procore, Primavera and MS Access databases. She is experienced in all phases of project administration and effectively manages all documentation between the Design Engineer, Contractor, and Project Owner. Her experience also includes managing daily operations for projects with multiple field locations, construction administration, and vendor coordination.

STAFF TITLE: Senior CM Administrative II

YEARS OF EXPERIENCE: 16

CERTIFICATIONS:

- First Aid and CPR/AED, American Heart Association, Certified July 2018
- 10-Hour Cal OSHA Training, January 2021

EXPERIENCE

The North Valley Regional Recycled Water Program, Turlock Component, City of Turlock, CA: Construction Project Administrator for this \$28M project consisting of constructing approximately 7.2 miles of 42-inch diameter welded steel pipeline and appurtenances. Provided on site project administration to the Construction Management and Inspection team and assisted with all coordination between the Owner and the Contractor. Responsible for all project related document control including receiving, tracking, and distributing all submittals and RFIs as well as corresponding responses utilizing Procore Construction Management Software. Preparation and issuance all Contract Change Orders and field directives. Attended all project meetings and prepared and distributed meeting minutes. Prepared and assembled monthly progress reports.

Shasta Park Water Facility Project, City of Sacramento, CA: Construction Project Administrator for the City of Sacramento's Shasta Park Water Facility project, which includes a 161-foot diameter pre-stressed concrete tank, 8,400 gpm booster pump station, 2,000 feet of 24-inch water transmission main, yard piping, potable water well, and groundwater treatment system. Provided on site construction administration including receiving, tracking and distributing submittals and RFI's (using online document control system - Procore Construction Project Management Software), created and assembled change order packages and work directives, attended all progress, electrical & SCADA programming meetings and prepared and distributed minutes, preparation of weekly, monthly and quarterly progress reports, monthly progress payment verification. Responsible for overall document control to assure timely responses and accountability from internal staff and subconsultants and worked as a coordinator between the Owner and Contractor / Subcontractors.

Easterly WWTP Tertiary Project Completion Phase, City of Vacaville, CA: Construction Project Administrator for the \$10 million final phase completion project, which includes construction of a metal pre-fab storage building; lime treatment of an existing concrete emergency storage basin with concrete; demolition of

existing aeration basins, clarifiers, and headworks facilities; installation of miscellaneous pavement at the City of Vacaville's Easterly Wastewater Treatment Plant. Responsible for submittal and RFI management (processing, routing, tracking), change order creation and packaging, online document management using Procore, attending weekly progress meetings and recording minutes, preparing monthly reports.

Miners Ranch Water Treatment Plant Improvement Project, South Feather Water & Power Agency, Butte County, CA: Construction Project Administrator for a \$25 million design-build upgrade of the South Feather Water & Power Agency's Miners Ranch Water Treatment Plant. The project improvements expand treatment capacity from 14 to 21 mgd, which will satisfy projected water demands for the next 30 years. The upgrades include modifications to the raw water pump station with a new feed pump and in-line jet mixing system and include the addition of new adsorption clarifiers for pretreatment and the expansion of solids handling facilities with new mechanical dewatering processes. Served as the primary administrator and coordinator utilizing Procore Construction Management Software for all project-related documents, such as submittals and RFIs.

Wastewater Treatment Facility Upgrade Project, City of Dixon, CA: Project Administrator for a \$28 million upgrade of the City of Dixon's Wastewater Treatment Facility, which included abandoning the existing treatment ponds and moving to an activated sludge process to bring the Facility into compliance with the permit issued by the Central Valley Regional Water Quality Control Board. Primary administrator for both the Construction Manager and Design team and was responsible for receiving, tracking, and distributing all submittals and RFIs as well as preparing and issuing all Contract Change Orders and field directives. Prepared monthly and quarterly status reports for both the Client and the Regional Board.

Midwestern Placer Regional Wastewater Project, City of Lincoln, CA: Provided project administration to the design team throughout the \$47.7 million project, which included the expansion of the existing WWTRF as well as a new Pump Station (SMD-1) and the installation of a new 13-mile long force main. Provided administration including receiving and coordinating review of all Submittals and Requests for Information processing and logging directives using Primavera software.

Wastewater Facilities Upgrade and Expansion Project, Donner Summit Public Utilities District, Soda Springs, CA: Provided construction management project administration on the \$19 million upgrade of the existing activated sludge WWTP that was converted to a membrane bioreactor system.

Responsible for submittal management (documenting, routing, tracking), RFI management, change order creation, preparing various status reports (monthly and quarterly). Attended weekly progress meetings and prepared / distributed meeting minutes.

Regional Wastewater Treatment Plant, Dual Force Main and Pump Station, City of Atwater, CA: Construction Management Administrator for the \$43 million wastewater treatment plant, the \$8 million force main and the \$6 million raw sewage pump station. Responsible for document management and coordination for the three individual projects (working with three contractors). Tracked and distributed submittals and RFIs, created and assembled change order packages, prepared meeting minutes at all progress meetings.



Years with Kleinfelder

3 Years

Years of Experience

19 years

Robert Hill

Construction Materials Engineering and Testing (CoMET) Project Manager

With 19 years of experience, Mr. Hill has been involved with many aspects of construction inspection, materials testing, special inspection, and project management. His experience includes field inspection and testing of soils, asphalt, and concrete for residential developments, industrial buildings, resorts, business parks, power plants, wastewater treatment facilities, hospitals, and schools, as well as public infrastructure such as highways, bridges, and pipelines. He is experienced in administration and management of public construction projects and contracts, and he is knowledgeable of the materials, methods, tools, and equipment used in the construction, operation, and maintenance of city infrastructure and related facilities. Mr. Hill is skilled in adhering to applicable federal, state, and local laws, rules and regulations; safety principles, practices, and procedures; and basic accounting and budgeting practices, including fiscal management and expenditure controls.

Select Project Experience

City of Modesto Sutter Headworks, Dryden Box & Influent Flume Improvements, Modesto, CA. Mr. Hill provided project management of the construction materials testing for soils and concrete. The work includes pumped bypasses, shutdowns, temporary systems, tie-ins, and startups requiring manipulation of existing system valves and gates to test the new system in a loop prior to incorporation into the process with small windows of opportunity for testing and confirming reliability. The junction structures require control of groundwater and complicated shoring systems to construct the structures, and temporary bypasses to demolish existing piping within the new tie-in structures, while minimizing impacts to the operation of the existing treatment plant processes.

State Route 132 West Freeway/Expressway – Phase 1, Modesto, CA. Mr. Hill services as Kleinfelder's project manager for the project providing oversight of the construction materials testing and inspection services provided for the project and is responsible for providing qualified personnel, supervision, invoice review per the contract, provide oversight of our services and communication with the client and design team. The project proposes to construct a new access-controlled freeway from Dakota Avenue in rural Stanislaus County east to connection with SR99 and Needham Street in the City of Modesto. The new access-controlled freeway will consist of two lanes separated by a median divider. Access to SR99 will be via east and west couplets. Dakota Avenue will be reconstructed to form a new 3-lane roadway between Maze and Kansas Avenue. Maze Blvd (SR132) from Dakota east to SR 99 will be relinquished back to the City and County following completion of the project. Four new bridges will be constructed including a new overhead crossing of SR99.

Mariposa PUD WWTF Upgrades Project, Mariposa, CA. Providing project management for the construction materials testing and special inspection services for this project, including soils and concrete. The project's primary features include nitrate reduction, filtration, temperature control, ultraviolet light disinfection, and modernization of electrical and process control systems.

City of Tulare E Street Improvements, Tulare, CA. This project consisted of removal and reconstruction of concrete curb ramps and concrete curb and gutter, as well as removal and installation of sewer, water, and storm drain improvements; grind-in-place existing asphalt concrete pavement; earthwork and grading; preparation of subgrade using Full Depth Reclamation with cement; furnishing and placing hot mix asphalt

concrete pavement; and traffic signal improvements.

Judicial Council of California New Sonora Courthouse, Sonora, CA. Mr. Hill services as Kleinfelder's project manager for the project providing oversight of the construction materials testing and inspection services provided for the project and is responsible for providing qualified personnel, supervision, invoice review per the contract, provide oversight of our services and communication with the client and design team. The New Sonora Courthouse is a five courtroom, two story building, approximately 61,537 square feet with lower level parking. The Structure is a combination of reinforced concrete, structural steel and masonry construction.

Public Works Manager, City of Milpitas, CA. *****Non-Kleinfelder Project***** Served as Public Works Manager responsible for supervising, scheduling, and coordinating the maintenance activities for streets, utilities, facilities, fleet, and street landscape maintenance. He developed and implemented goals, objectives, policies, procedures, priorities, and work standards of the department's projects and programs; monitored work flow; reviewed and evaluated work products, methods, and procedures; and worked with staff to identify and resolve problems. In this role, he was also responsible for ensuring safe, efficient, and effective compliance with local, state, and federal laws, rules and regulations, as well as regular safety training and maintenance of accurate records. Mr. Hill directed the preparation of a variety of studies and reports relating to current and future public infrastructure, facility, and utility operation needs, including equipment and repair needs and proposals and recommendations to meet those needs. He also proposed, developed, and managed capital projects and contracts, including periodic reporting on operations and special studies, as required.

Senior Public Works Inspector, City of Milpitas, CA. *****Non-Kleinfelder Project***** As Senior Public Works Inspector, Mr. Hill managed the operations of the Public Works Inspection Group, implementing department objectives, policies, procedures, and quality standards. He assigned, oversaw, and evaluated work assignments; supervised, trained, and provided guidance to staff; and performed complex inspections of public infrastructure construction projects, including administration and management of contractors as well as inspection of work quality and materials to ensure compliance with approved plans, specifications, codes and ordinances. He also reviewed plans and specifications of projects and inspected such as utilities, streets, sidewalks, gutters, and other off-site construction projects, checking line, grade, size, elevation, and location of structures for conformance with specifications and regulations.

City of Modesto Phase 2 BNR/Tertiary WWTP, Modesto, CA. *****Non-Kleinfelder Project***** Served as the Lead Quality Control Inspector for the Phase 2 BNR/Tertiary WWTP, responsible for providing construction materials testing and inspection of soils, concrete, and underground pipelines. Mr. Hill was also responsible for the daily supervision and coordination of the quality control inspection team. The Project included construction of new 12.7 MGD Tertiary Treatment Process suitable for river discharge. Process included Primary Effluent Pump Station, Internally Fed Rotary Drum Fine Screens, Biological Nutrient Removal (BNR) Aeration System, Siemens Membrane Bioreactor Tanks, UV Disinfection, and Tertiary Effluent (TE) Pump Station. Additional structures included Dilution Pump Station, Primary Effluent Pump Station Electrical Building, Distribution Box, Aeration Blower Building, Mixed Liquor Screening, Membrane Blower Building, RAS Pump Station, WAS Pump Station, Main Electrical Building, Standby Generator, Operations Center, and Tertiary Maintenance Shop. Two-mile-long 36-inch carbon steel TE pipeline was installed between pump station and existing plant discharge piping.



Val Baroni, ACI, ICC, DOT
Senior Field Technician

Mr. Baroni has 36 years of experience in materials testing and special inspections. His experience includes field testing, inspection of soils, and concrete testing for residential and commercial developments, industrial buildings, business parks, wastewater treatment facilities, schools, and hospitals. Mr. Baroni has also provided testing and inspections of roadways, highways, and airport runways. In addition, he has been responsible for performing laboratory testing including sieves, concrete compression, density curves, moisture content, and unit weight.

Select Project Experience

City of Modesto Sutter Headworks, Dryden Box & Influent Flume Improvements, Modesto, CA. Mr. Baroni provided construction materials testing for soils and concrete. The work includes pumped bypasses, shutdowns, temporary systems, tie-ins, and startups requiring manipulation of existing system valves and gates to test the new system in a loop prior to incorporation into the process with small windows of opportunity for testing and confirming reliability. The junction structures require control of groundwater and complicated shoring systems to construct the structures, and temporary bypasses to demolish existing piping within the new tie-in structures, while minimizing impacts to the operation of the existing treatment plant processes.

City of Turlock North Valley Regional Recycled Water Pipeline Turlock Component, Turlock, CA. This recycled water pipeline project was constructed to convey recycled wastewater from the City of Turlock's outfall location at the San Joaquin River to the City of Modesto's effluent pump station location about 7-miles away. Turlock's recycled water will be pumped from an existing pump station at the City of Modesto's wastewater plant to the Delta Mendota Canal, where the Del Puerto Water District will

extract the water to use for their agricultural needs.

City of Modesto Phase 2 BNR/Tertiary WWTP, Modesto, CA. Mr. Baroni provided construction materials testing for soils, concrete and asphalt. The Project included construction of new 12.7 MGD Tertiary Treatment Process suitable for river discharge. Process included Primary Effluent Pump Station, Internally Fed Rotary Drum Fine Screens, Biological Nutrient Removal (BNR) Aeration System, Siemens Membrane Bioreactor Tanks, UV Disinfection, and Tertiary Effluent (TE) Pump Station. Additional structures included Dilution Pump Station, Primary Effluent Pump Station Electrical Building, Distribution Box, Aeration Blower Building, Mixed Liquor Screening, Membrane Blower Building, RAS Pump Station, WAS Pump Station, Main Electrical Building, Standby Generator, Operations Center, and Tertiary Maintenance Shop. Two-mile-long 36-inch carbon steel TE pipeline was installed between pump station and existing plant discharge piping.

Various Roadway Inspections, Central Valley, CA. Sr. Materials Technician/Inspector. Performed roadway inspections of soils, lime treated soils, concrete testing and asphalt testing per local and Caltrans specifications in San Joaquin County, Stanislaus County, and the cities of Modesto, Stockton, Turlock, Gustine, Oakdale, Hughson, and Patterson.

Atwater Merced Expressway, CA. Sr. Materials Technician/Inspector. Project consisted of the realignment of State Highway 99, a grade separation over the highway, arterial roadways, and smaller

bridges over existing canals for the first phase of the expressway. The expressway will eventually connect Highway 99 to Castle Commerce Center and University of California, Merced. Services included materials testing (field and laboratory) and inspection services for asphalt, concrete, steel, fabrication plant (signs, pipes, asphalt, and other source inspection items). The project was performed under the jurisdiction of Caltrans.

Ashby Road/Buhach Road Widening and Intersection Improvement, Merced County, CA. Sr. Materials Technician who provided the County of Merced with materials testing laboratory services for the realignment and widening of existing roadways. The project also included constructing raised medians and turn lanes, the signalization of two intersections, and drainage improvements. Roadways were constructed using standard flexible pavement design criteria.



Patti Ransdell

Senior Project Manager

Patti has 27 years of project management experience, with a specialty in creating community awareness strategies for public agency clients in the transportation and water sectors. Patti expertly manages the development of high-quality communication tools including collateral materials, websites, and stakeholder databases. She also successfully oversees opportunities for gathering input and increasing public awareness including community meetings, workshops, and opinion leader interviews. Additionally, she has strong experience overseeing construction outreach programs for high visibility projects in both the transportation and water sectors. Patti has successfully overseen several controversial projects. Her efficient and practical approaches to outreach strategy allow her to lead the development of highly effective public awareness programs.

SELECTED EXPERIENCE

Senior Project Manager, Surface Water Supply Project, Stanislaus Regional Water Authority Water (SRWA)

The Cities of Ceres and Turlock have formed the SRWA, and in cooperation with the Turlock Irrigation District (TID), are working on a multi-benefit Surface Water Supply Project (SWSP) to develop a resilient source of drinking water that will reduce groundwater dependence, improve drinking water quality, and shore up regional drinking water supplies. Working in close coordination with the Technical Advisory Committee (TAC), Patti is managing the development and implementation of a public outreach plan to raise awareness of the project benefits, as well as to keep the public informed about project status. Elements of the plan include developing and maintaining a stakeholder database; coordination of stakeholder meetings; and developing project collateral. As the project moves forward into construction, Circlepoint will continue public outreach efforts, including design and launch of a new project website, launch and maintain a social media presence for the SRWA as well as assisting the Cities of Ceres and Turlock with keeping their residents informed.



Years of Experience

27

Education

B.A., History with a minor in American Studies, California State University, Chico

Expertise

Public Outreach and Involvement
Community Education and Awareness
Gaining Public Confidence
Organizing and Coordinating Stakeholder and Public Workshops
Project Management

Affiliations

Sacramento Metro Chamber Leadership Sacramento

Project Manager, Midwestern Placer Regional Sewer Project, City of Lincoln

The Midwestern Placer Regional Sewer Project consolidates wastewater treatment for Placer County's Sewer Maintenance District No.1 (SMD 1) and the City of Lincoln to capitalize on economies of scale, facilitate compliance with water quality regulations and reduce water quality impacts on foothill streams. The project included construction of a new pump station at Placer County's SMD 1 facility on Joeger Road in North Auburn, construction of a pipeline from the SMD 1 facility to the City of Lincoln's wastewater collection system, and improvements to the City's Wastewater Treatment and Reclamation Facility on Fiddymont Road to provide for the increased flows from SMD 1. Circlepoint was brought on board to assist the construction management firms with outreach related to construction. Patti oversaw this effort for Circlepoint, which included development and maintenance of a website, regular stakeholder notifications, development of collateral materials, maintenance of a project information line and a groundbreaking event.

Senior Project Manager, Lower Northwest Interceptor Program Public Outreach Program, Sacramento Regional County Sanitation District

Serving as the critical link needed to bring wastewater from West Sacramento and the newly developing areas of Natomas to the Sacramento Regional Wastewater Treatment Plant in Elk Grove, the Lower Northwest Interceptor Program was one of the most ambitious projects to be implemented by the Sacramento Regional County Sanitation District. Patti oversaw the community outreach activities for the \$592 million Lower Northwest Interceptor Program. She served as public outreach manager for this 19-mile-long wastewater conveyance project, one of the largest projects in the history of the Sanitation District. Her responsibilities included managing the development and implementation of a proactive outreach campaign designed to keep tens of thousands of residents and their elected officials informed about the progress of this regionally important wastewater conveyance system. One of the strengths of the outreach program that Patti oversaw was the strong community relationships she built over the nearly nine-year life of the Lower Northwest Interceptor Program. These relationships helped build confidence in both the Sanitation District as the project owner, and the project itself among the local community and elected officials. The Lower Northwest Interceptor Program has very few surface features, but the two most prominent – the New Natomas Pumping Station and the South River Pumping Station – received careful consideration of their structural design elements. Patti was instrumental in coordinating the outreach to ensure that appropriate public input was received and incorporated into the finished product. In 2006 the Lower Northwest Interceptor Program received an award from the California Association of Sanitation Agencies for its public outreach program.

Senior Project Manager, Public Information Services, Mt. View Sanitary District

The Mt. View Sanitary District (MVSD) selected Circlepoint to develop and implement a strategic communications plan to meet the District's needs. Services include public outreach support during the District's 2013 and 2017 Proposition 218 efforts, development of a quarterly newsletter and other collateral materials, updating the agency website, and launching a Facebook page. Patti is responsible for development of public information strategies and tactics and managing the project team. Circlepoint also worked with MVSD to plan and implement a community celebration of the Grand Opening of Moorhen Marsh. Patti oversaw the efforts of the Circlepoint team to coordinate all elements of the celebration, from inviting the community to the event, to vendor coordination, solicited exhibitors and guest speakers, and on-site logistics the day of the event.

RGM KRAMER LABOR COMPLIANCE PROGRAM
KEY PERSONNEL – TEAM BIOS & RESUMES



RALPH CAPUTO LABOR COMPLIANCE OFFICER

Bachelor of Arts, Teaching Credential, California State University, Sonoma
California Contractor's License #654117, Class B
Advance Arbitration Certificate Program
Construction Mediation and Dispute Resolution Certificate Programs
Arbitrator for the Contractors State License Board, Arbitration, Mediation
& Conciliation Center

Mr. Caputo has been involved in the construction industry for nearly 50 years. The original founder of RGM and Associates and currently CEO for RGM Kramer, he oversees the daily operations and financial responsibilities of the corporation and provides general planning and leadership for a diverse range of projects. For wage compliance monitoring, Mr. Caputo will provide Principal Oversight, working in conjunction with the RGMK LCP Team as needed to ensure consistent compliance with requirements of funding sources, and can also offer valuable assistance with community presentations and outreach. Mr. Caputo's considerable training and experience in dispute resolution is an important resource, particularly should there be violations of an extent that require mitigation.



SUSAN KETTLEWELL LABOR COMPLIANCE MANAGER / COORDINATOR

B.F.A., California College of Art, Oakland
Certificate, Leadership Management, University of the Pacific, San Ramon
Various Education and Training Programs for State & Federal Prevailing Wage Compliance

With more than 35 years in private and public sector work, Ms. Kettlewell's diverse business background offers a wide range of skills and expertise to RGM Kramer. As RGMK's Labor

Compliance Manager/Coordinator for nearly 15 years, Ms. Kettlewell oversees the daily operations of the LCP Team, which include maintaining open communication between project owners and public entities, facilitating payroll audits, investigating claims made by workers or others, and ensuring compliance from start to end. She also takes the lead with preparing compliance reports and submittals to the DIR, State Water Boards and other funding or compliance agencies. Ms. Kettlewell is proficient in administering compliance with the Davis-Bacon Act and the policy established by the California Code of Regulations and Labor Code; she is practiced and efficient in assessing compliance issues and identifying violations that may require enforcement. When required, Ms. Kettlewell will calculate withholding amounts, prepare requests for forfeiture, distribute forfeited sums, and coordinate activities essential for trial procedures. With her robust background in Labor Compliance, Ms. Kettlewell has provided prevailing wage compliance trainings to clients, contractors, colleagues, and co-workers and, most importantly, has successfully led her team on hundreds of prevailing wage compliance projects.



RGMK LABOR COMPLIANCE PROGRAM

RGM KRAMER LABOR COMPLIANCE PROGRAM
KEY PERSONNEL – TEAM BIOS & RESUMES



JAMES “JIM” KEATING SITE MONITOR

California Contractors License #755161 – RME (Retired)

California Contractors License #342822 – Pres./CEO/RMO (Inactive)

Mr. Keating has been active in construction for over 40 years. Stepping back into the field after a brief retirement, he has been an important part of RGMK for the past 3 years.

Vital to his duties as Site Monitor, Mr. Keating possesses a broad knowledge of construction practices, which proves useful in observing various trades in the public works field; his expertise and practical work experience are essential when conducting on-site visits and ensure he has the necessary skills to astutely assess whether contractors are accurately reporting work performed by their employees. Additionally, his “in the trenches” experience allows him to establish a rapport with the workers he encounters and interviews at public works construction sites and, consequently, he can communicate proper worker classification and wages clearly and effectively to appropriate parties, helping to ensure wage compliance. Mr. Keating has monitored state funded projects as well as SRF and WIFIA funded construction projects, which required the application of Davis-Bacon Labor Standards.



TODD MARSHALL PREVAILING WAGE SPECIALIST

B.S., Criminal Justice Administration, California State University, East Bay

A.A., General Education, Diablo Valley College, Pleasant Hill

Computerized Accounting Certificate, Heald Business College

Various Education and Training Programs for State & Federal Prevailing Wage Compliance

Mr. Marshall joined the RGMK LCP Team about 12 years ago and has almost 25 years of compliance experience, including nearly 15 years in the construction industry. His extensive accounting background provides him with an unparalleled proficiency in the certified payroll review process. For more than a decade he has focused on all aspects of labor compliance including payroll review, conducting audits of workers' compensation insurance, apprenticeship employment and training, apprentice training contributions, and payment of prevailing wages. With his expertise in state and federal compliance regulations, Mr. Marshall's focus is primarily on wage compliance enforcement activities; he reviews payrolls with a keen eye for details, quickly identifies deficiencies, and swiftly distributes notices of non-compliance. Mr. Marshall closely monitors discrepancy investigations and tracks recovered monies. Additionally, Mr. Marshall coordinates closely with contractors so they may act to promptly resolve compliance issues and minimize the impact non-compliance has on prevailing wage projects.

CONTACT INFORMATION FOR ALL RGMK LCP STAFF:

RGM KRAMER

3230 MONUMENT WAY, CONCORD, CA 94518

PH: 925-671-7717

FAX: 925-671-7788

Ralph Caputo: ralph@rgmkramer.com

Susan Kettlewell: susank@rgmkramer.com

Jim Keating: jimk@rgmkramer.com

Todd Marshall: toddm@rgmkramer.com

WE SUPPORT OUR COMMUNITIES

WE ARE WATER FOCUSED

WE TAKE PRIDE IN WHAT WE DO

WE STRIVE TO BECOME OUR BEST

WE DO WHAT'S RIGHT

WE BELIEVE IN QUALITY

WE LISTEN

WE SOLVE CHALLENGING PROBLEMS

WE SEE THE BIGGER PICTURE

WE TAKE OWNERSHIP

WE COLLABORATE

WE HAVE FUN

WE ARE WEST YOST





8950 Cal Center Drive 916.306.2250 phone
Building 1, Suite 363 530.756.5991 fax
Sacramento, CA 95826 westyost.com

July 23, 2021

Mr. Stephen Fremming, PE

Principal Civil Engineer
City of Turlock
Development Services Department, Engineering Division
156 South Broadway, Suite 150
Turlock, CA 95380

RE: Fee Estimate for Construction Management Services for City Project No. 18-69 "Surface Water Distribution System Improvements"

Dear Mr. Fremming:

Attached is the West Yost fee estimate for the subject proposal in addition to our rate sheet. The West Yost lump sum, not to exceed cost for this project is \$2,181,055. We are excited at the prospect of working on this important project with the City and are available to meet with you to further discuss our fee as well as our approach and proposed scope of work.

We look forward to a review of our estimate and further refinement and negotiation with the City if we are selected based on our proposal, interview, and qualifications. Please contact us at the numbers below if you have any questions regarding our proposal.

Sincerely,

WEST YOST

A handwritten signature in blue ink, appearing to read 'Greg K. Chung', is written over the West Yost logo.

Greg K. Chung, PE
Vice President

650.862.3517 cell
gchung@westyost.com

A handwritten signature in blue ink, appearing to read 'Kevin Swazas', is written.

Kevin Swazas, PE
Vice President

916.832.9119 cell
kswazas@westyost.com

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THIS LABOR ESTIMATE RECEIVED JULY 23, 2021 REPLACES THE LABOR ESTIMATE INCLUDED WITH THE ORIGINAL PROPOSAL AND WAS SUBMITTED AS PART AS PART OF FINAL NEGOTIATIONS

West Yost Associates	P/VP \$290 Kevin	CM IV \$243 Eric	RI_G2 \$183 Calvin	RI_G2 \$183 Jesse	CMA II \$97 Amy	TS III \$197 Kenny	TS III \$197 Laureano	Labor			KFR	CPT	RGMK	Costs		
								Hours	Fee	Technology & Admin 6%				Sub. w/ markup 10%	Other Direct	Total Costs
PROJECT: Surface Water Distribution Project																
Task 1	Preconstruction Phase															
1.01	CM Admin Manual		8					8	\$ 1,944	\$ 117						\$ 2,061
1.02	Escrow Bid Document Review		4					4	\$ 972	\$ 58						\$ 1,030
1.03	Preconstruction Conference		12	5	5	12		34	\$ 5,910	\$ 355						\$ 6,265
1.04	Document Existing Conditions		6	6	4	12		28	\$ 4,452	\$ 267						\$ 4,719
1.05	Public Outreach Plan		12					12	\$ 2,916	\$ 175		\$ 15,000		\$ 16,500		\$ 19,591
1.06	Setup Field Office		3	4	6	10		23	\$ 3,529	\$ 212						\$ 3,741
1.07	Environmental / Permit Tracking		6			8		14	\$ 2,234	\$ 134						\$ 2,368
Subtotal, Task 1 (hours)		0	51	15	15	42	0	0	123							
Subtotal, Task 1 (\$)			\$ 12,393	\$ 2,745	\$ 2,745	\$ 4,074				\$ 21,957	\$ 1,317		\$ 15,000		\$ 16,500	\$ 39,774
Task 2	Construction Phase															
2.01	Correspondence & Document Control		80			200		280	\$ 38,840	\$ 2,330						\$ 41,170
2.02	Partnering	40	80	16	16			152	\$ 36,896	\$ 2,214						\$ 39,110
2.03	Public Outreach		80					80	\$ 19,440	\$ 1,166		\$ 35,000		\$ 38,500		\$ 59,106
2.04	Submittals		200			200		400	\$ 68,000	\$ 4,080						\$ 72,080
2.05	RFIs		180			120		300	\$ 55,380	\$ 3,323						\$ 58,703
2.06	Baseline Schedule and Updates		220					220	\$ 53,460	\$ 3,208						\$ 56,668
2.07	Progress Payments		140			80		220	\$ 41,780	\$ 2,507						\$ 44,287
2.08	Prevailing Wage Administration		84			42		126	\$ 24,486	\$ 1,469			\$ 30,000	\$ 33,000		\$ 58,955
2.09	Progress Meetings	40	240	80	80	200		640	\$ 118,600	\$ 7,116						\$ 125,716
2.10	Change Orders		200			100		300	\$ 58,300	\$ 3,498						\$ 61,798
2.11	QA Inspection & Materials Testing		80	1750	1900			3730	\$ 687,390	\$ 41,243	\$ 240,000			\$ 264,000		\$ 992,633
2.12	Traffic Control		40	40				80	\$ 17,040	\$ 1,022						\$ 18,062
2.13	Monthly Reporting		160			180		340	\$ 56,340	\$ 3,380						\$ 59,720
2.14	As-Built Record Drawings		160	33	28			221	\$ 50,043	\$ 3,003						\$ 53,046
2.15	Testing, Startup & Commissioning		320	20	160	132	240	240	\$ 218,064	\$ 13,084						\$ 231,148
2.16	Punchlist Development		40	16	16			72	\$ 15,576	\$ 935						\$ 16,511
Subtotal, Task 2 (hours)		80	2304	1955	2200	1254	240	240	8273							
Subtotal, Task 2 (\$)		\$ 23,200	\$ 559,872	\$ 357,765	\$ 402,600	\$ 121,638	\$ 47,280	\$ 47,280		\$ 1,559,635	\$ 93,578	\$ 240,000	\$ 35,000	\$ 30,000	\$ 335,500	\$ 1,988,713
Task 3	Closeout Phase															
3.01	Closeout Punchlist		20	50	100			170	\$ 32,310	\$ 1,939						\$ 34,249
3.02	Receipt of Closeout Deliverables		20			16		36	\$ 6,412	\$ 385						\$ 6,797
3.03	Final Payment Processing		12			16		28	\$ 4,468	\$ 268						\$ 4,736
3.04	Prep City Council Final Acceptance Packet		16			16		32	\$ 5,440	\$ 326						\$ 5,766
Subtotal, Task 3 (hours)		0	68	50	100	48	0	0	266							
Subtotal, Task 3 (\$)			\$ 16,524	\$ 9,150	\$ 18,300	\$ 4,656				\$ 48,630	\$ 2,918					\$ 51,548
Task 4	ODCs															
4.01	Transportation & Subsistence							0							\$ 81,020	\$ 81,020
4.02	Billing Rate Escalation							0							\$ 20,000	\$ 20,000
Subtotal, Task 4 (hours)		0	0	0	0	0	0	0								
Subtotal, Task 4 (\$)															\$ 101,020	\$ 101,020
TOTAL (hours)		80	2,423	2,020	2,315	1,344	240	240	8,662							
TOTAL (\$)		\$ 23,200	\$ 588,789	\$ 369,660	\$ 423,645	\$ 130,368	\$ 47,280	\$ 47,280		\$ 1,630,222	\$ 97,813	\$ 240,000	\$ 50,000	\$ 30,000	\$ 352,000	\$ 2,181,055

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West Yost 2021 Billing Rate Schedule

(Effective January 1, 2021 through December 31, 2021)*

Positions	Labor Charges (Dollars per Hour)
ENGINEERING	
Principal/Vice President	\$290
Engineering/Scientist/Geologist Manager I / II	\$275 / \$287
Principal Engineer/Scientist/Geologist I / II	\$248 / \$263
Senior Engineer/Scientist/Geologist I / II	\$222 / \$233
Associate Engineer/Scientist/Geologist I / II	\$191 / \$204
Engineer/Scientist/Geologist I / II	\$153 / \$178
Engineering Aide	\$89
Administrative I / II / III / IV	\$78 / \$99 / \$119 / \$131
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$284 / \$287
Principal Tech Specialist I / II	\$261 / \$271
Senior Tech Specialist I / II	\$239 / \$251
Senior GIS Analyst	\$216
GIS Analyst	\$205
Technical Specialist I / II / III / IV	\$153 / \$175 / \$197 / \$219
Technical Analyst I / II	\$110 / \$131
Technical Analyst Intern	\$88
Cross-Connection Control Specialist I / II / III / IV	\$113 / \$124 / \$139 / \$155
CAD Manager	\$173
CAD Designer I / II	\$134 / \$150
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$278
Construction Manager I / II / III / IV / \$258	\$169 / \$181 / \$193 / \$243
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$148 / \$165 / \$183 / \$190
Apprentice Inspector	\$134
CM Administrative I / II	\$72 / \$97
Field Services	\$191

- Technology and Communication charges including general and CAD computer, software, telephone, routine in-house copies/ prints, postage, miscellaneous supplies, and other incidental project expenses will be billed at 6% of West Yost labor.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

West Yost 2021 Billing Rate Schedule (continued)

(Effective January 1, 2021 through December 31, 2021)*

Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	\$80/day
Hydrant Pressure Gauge	\$10/day
Hydrant Pressure Recorder, Standard	\$40/day
Hydrant Pressure Recorder, Impulse (Transient)	\$55/day
Trimble GPS – Geo 7x	\$220/day
Vehicle	\$10/hour
Water Flow Probe Meter	\$20/day
Water Quality Multimeter	\$185/day
Well Sounder	\$30/day

* This schedule is updated annually



DEVELOPMENT SERVICES
ENGINEERING DIVISION
156 S. BROADWAY, SUITE 150
TURLOCK, CA 95380

PHONE: (209) 668-5520
FAX: (209) 668-5563
TDD: (800) 735-2929
engineering@turlock.ca.us

Addendum No.: 1
Date: June 24, 2021
Project No.: 21-016
Project Name: RFP for CM Services for City Project No. 18-69 “Surface Water Distribution System Improvements”

Interested Consultants:

The following changes and notations shall be made to the RFP. Deletions are indicated in strikeout text. Additions are indicated with underlined text:

1. Page 11

- ~~Field Office for CM:~~ Temporary office space, office furniture, phone and data, and computers will be provided by the construction contractor for CM consultant’s use as per Section 01500 of the project specifications. ~~The location of the office shall be determined at a future time, though it will be located at some point along the alignment of the proposed pipeline.~~

2. Page 13

Proposals are limited to twenty (20) pages. ~~, though employee resumes may be attached as an appendix that does~~ The cover page, table of contents, tabbed pages separating sections, concerns or exceptions to the City’s agreement, and employee resumes do not count against this page limit.

3. Page 14

- Fees – In a separately sealed envelope, extend the cost of each task to be performed by each job title in the labor estimate (see above) with the respective hourly rate. Break down the fee by in-house labor and subcontractor fees. Include any direct or indirect costs not covered in the hourly rates of employees, and clearly indicate the not to exceed cost of the work. The contract price shall be based on a lump sum, not to exceed cost. ~~The selected consultant will not be allowed to update hourly rates of staff for the life of the project.~~ The selected consultant will be allowed to update rates as provided in the sample agreement attached as Appendix B. Clearly identify any optional tasks that are not included in the base fee.

If you have any questions, please contact me by phone at (209) 668-5417 or by email at sfremming@turlock.ca.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephen Fremming". The signature is fluid and cursive, with the first name "Stephen" and last name "Fremming" clearly distinguishable.

Stephen Fremming
Principal Civil Engineer



DEVELOPMENT SERVICES
ENGINEERING DIVISION
156 S. BROADWAY, SUITE 150
TURLOCK, CA 95380

PHONE: (209) 668-5520
FAX: (209) 668-5563
TDD: (800) 735-2929
engineering@turlock.ca.us

Addendum No.: 2
Date: June 25, 2021
Project No.: 21-016
Project Name: RFP for CM Services for City Project No. 18-69 "Surface Water Distribution System Improvements"

Interested Consultants:

The following changes and notations shall be made to the RFP. Deletions are indicated in strikeout text. Additions are indicated with underlined text:

1. Page 5

5. Project Meetings: Lead and document a pre-construction meeting, in coordination with the Design Engineer. Lead and document regularly scheduled construction progress meeting— on a weekly basis. Provide a virtual option to participants for each meeting, such as Zoom, Microsoft Teams, Webex, or similar platform. Meetings shall be held as per Section 01312, "Project Meetings," of the construction project specifications.

If you have any questions, please contact me by phone at (209) 668-5417 or by email at sfremming@turlock.ca.us.

Sincerely,

Stephen Fremming
Principal Civil Engineer



City of Turlock
Development Services Department
Engineering Division

Request for Proposals

Construction Management Services

for

City Project No. 18-69 “Surface Water Distribution System Improvements”

Submit Proposals to:

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

Proposal Submission Deadline:

Wednesday, June 30, 2021
5:00 p.m. PST

Direct questions to:

Stephen Fremming, Principal Civil Engineer
Development Services Department
Engineering Division
156 South Broadway, Suite 150
Turlock, CA 95380
(209) 668-5417
sfremming@turlock.ca.us

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Background

The purpose of this Request for Proposals (RFP) is to seek proposals from qualified firms to provide construction management (CM) services for City Project No. 18-69, “Surface Water Distribution System Improvements.” Proposals are required to be submitted prior to the date and time listed on the cover sheet of this RFP.

The City of Turlock currently relies entirely on groundwater as its primary source of drinking water. The City has constructed more than 40 potable water wells, though several of these are offline due to a combination of ground water supply and/or water quality issues. The City currently has 19 active wells that pump ground water directly into the City’s distribution system and serves approximately 18,500 service connections. Groundwater levels have been declining since the mid-1990s due to over pumping for agricultural and municipal purposes. Groundwater levels fluctuate with seasonal rainfall, withdrawal, and recharge. Rainfall in the Turlock Sub-basin Area averages about 12 inches per year, much less than the annual groundwater extraction and evapotranspiration. Inflows to the Turlock Sub-basin result primarily from the deep percolation of agricultural and landscape irrigation water and the infiltration of precipitation. The use of groundwater by the City and for adjacent agricultural purposes has resulted in periods of lowered groundwater levels near Turlock. Since the mid-1990s, the groundwater levels near the City have fallen by approximately about 15 feet.

The Stanislaus Regional Water Authority (SRWA) is a Joint Powers Authority (JPA), which includes the California Cities of Ceres and Turlock, working in partnership with Turlock Irrigation District (TID). The State of California has identified the Turlock Groundwater Subbasin as a high priority basin under the Sustainable Groundwater Management Act due to subsidence of the basin. Reliance on groundwater as a single source of supply is not sustainable and has become less reliable due to both the decline in water quality and the increasing number of regulated contaminants. For this reason, the SRWA has been evaluating water supply options to provide a diversified and sustainable water supply portfolio to the current and future residential and industrial customers in both Cities. SRWA has identified the Tuolumne River as a surface water supply that can be used in conjunction with the cities’ groundwater systems to provide a long-term, reliable drinking water supply. SRWA has contracted with Jacobs Engineering to design and build the Regional Surface Water Supply Project, which includes treatment facilities, pumps, and pipelines to deliver drinking water to diversify water supplies, improve water quality, and help replenish groundwater supplies. The Regional Surface Water Supply Project is currently in the design and construction phases and is scheduled to be delivering water to the Cities in the Spring of 2023.

In order to receive the new surface water supply, the City of Turlock must construct additional water distribution infrastructure. The City entered into an agreement for design and bidding services with Carollo Engineers (“Design Engineer”) in December 2018. Design plans and specifications are complete and the construction project is currently out to bid. As of this writing, construction bids are due by 2:00 PM on July 15, 2021. Carollo Engineers estimates a construction contract cost of \$35,700,000. Bid documents may be downloaded as PDFs at no charge from the City’s website at <http://ci.turlock.ca.us/capitalprojects/projectsouttobid>. Hard copies are available for purchase at a cost of \$420 for full size (22 in. x 34 in) and \$116 for half size (11 in. x 17 in.).

The project includes the following:

- 2.3 million gallon pre-stressed concrete tank
- 12 million gallon per day pump station and building
- Detention basin and storm water pump station
- 12,000 linear feet of 16-inch to 54-inch diameter potable water pipeline and appurtenances
- 2,500 linear feet of 15-inch storm drain pipeline and manholes
- Three (3) pressure reducing valve vaults
- Grading and pavement improvements
- Mechanical, electrical, and instrumentation equipment

The City is in the process of procuring the pumps, pump motors, and VFDs for the project directly from the regional vendor of Patterson Pumps, Thomas & Associates of Novato, California. The construction bid documents include provisions for the contractor to accept assignment of the contract, take delivery of the equipment, and install the equipment per the specifications.

Tentative Project Milestones

Mandatory pre-bid meeting

(CM firms not required to attend): June 16, 2021

CM proposals due: June 30, 2021 before 5:00 PM

Potential interviews with CM firms: July 12-14, 2021

Construction proposals due: July 15, 2021

City Council approval of construction, CM, and ESDC agreements:	August 10, 2021
Construction contract execution:	September 10, 2021
Begin construction contract time:	September 24, 2021
Milestone due date - Complete terminal tank, electrical room in pump station, SRWA control room, SCADA system, storm drain basin, storm drain pump station, storm drain pipeline	January 1, 2023
Milestone due date - Complete Phase 1 commissioning of terminal tank and booster pump station.	March 1, 2023
Substantial Completion due date:	August 6, 2023
Final Completion due date:	September 6, 2023

During design, Carollo Engineers contracted with a 3rd party construction management professional to prepare a construction schedule without knowledge of any prescribed milestones. The purpose of the schedule's creation was to determine whether the City's intended milestones were in line with what a contractor might actually construct. This schedule is provided for information only as Appendix A to this RFP. The tentative milestones noted above supersede the dates included in the schedule provided in Appendix A.

Scope of Services to be provided by Construction Manager

The scope of services outlined below represents the minimum to be provided by the CM consultant. Proposers are encouraged to suggest additions or modifications to the scope required in this section that will enhance and clarify the scope of work per the proposers experience, knowledge, and expertise. Consultants shall describe their approach to all tasks in the proposed scope of services. While City staff has attempted to direct interested proposers attention to the full scope of CM work in this RFP, CM consultant shall provide all services specified in the construction contract specifications prepared by Carollo Engineers, including all issued addenda, where reference to "Construction Manager" is made. It is suggested that interested proposers perform a word search of "Construction Manager" of all construction contract specifications to assure that the submitted proposal captures all required work. The scope of services provided by the CM consultant shall be

provided through the estimated Final Completion due date as indicated in the section above, “Tentative Project Milestones.”

The scope of services to be provided by Construction Manager shall include the following:

1. Enter into and provide all required documentation specified in the sample agreement and provide said documentation within two weeks of the approval of the agreement by the City Council.
2. Business License: Obtain a City of Turlock Business license prior to execution of the contract. The cost of the business license is a up-front fee of eighty four dollars (\$84) plus fifty cents per thousand dollars in revenue received for work performed on the project, made payable on a semi-annual basis. Business Licenses are obtained through the Finance Division at Turlock City Hall, 156 S. Broadway, Suite 114. Additional information can be found on the City’s website at <http://ci.turlock.ca.us/doingbusinessinturlock/businesslicenses/newbusinesslicense.asp>.
3. Web Based Construction Document Software: Provide a web-based construction document software program and sufficient licenses for the duration of the project for Owner, Design Engineer, and Contractor, and all others necessary for reviewing, approving, and viewing of construction documentation. Consultant shall provide software meeting the requirements of Section 01322, “Web Based Construction Document Management” of the construction project specifications. The CM consultant must identify the software proposed for use as well as itemize the cost of the software in the fee breakdown. The CM consultant shall arrange and pay for the software for the duration of time life of the project as part of the original agreement between the successful consultant and the City.
4. Perform duties of “Construction Manager” in contract specifications: The successful consultant shall assume all responsibility for performing the work described to be performed by the “Construction Manager” in the contract documents. Prospective consultants shall be responsible to check for addenda issued during the bidding process for the construction project and resulting proposals must include all CM work described in addenda at the time construction proposals are due to be submitted.
5. Contract Administration Manual: Prepare a contract administration manual which establishes procedures for administration of the construction contract. The manual must be consistent with the project specifications.
6. Project Meetings: Lead and document a pre-construction meeting, in coordination with the Design Engineer. Lead and document regularly scheduled construction

progress meeting. Meetings shall be held as per Section 01312, “Project Meetings,” of the construction project specifications.

7. Construction time management: Construction Manager shall create Weekly Statements of Contract Time on a weekly basis and post these to the web-based software as well as include them in the regular progress meeting agenda packets. The statements shall include the following information: Date, Day, weather conditions, tally of whether the day is 1) a counted calendar day as to contract time, 2) unworkable day caused by weather, or 3) day not worked for any reason other than weather, subtotal of days this week and previous to the weekly report for 1) 2) and 3) above, change orders that extend the number of contract days, start date for counting contract time, extended required completion date for major milestones, substantial completion, and final completion, calendar days counted to date, calendar days remaining to substantial completion, calendar days remaining to final completion.
8. Project Partnering: Construction Manager shall attend and participate in project partnering meetings as specified in Section 01305, “Project Partnering” of the construction project specifications.
9. Public Outreach: Public outreach efforts made by the Construction Manager shall include the following:
 - Draft and send letters to all property owners and residents (in the case of rental) within 500 feet of the proposed improvements providing basic project information, estimated start and completion dates, contact information to CM firm, and a summary of traffic impacts. This letter should be sent out a minimum of forty five (45) days before construction work begins within 500 feet.
 - Hold two (2) public outreach meetings and invite by letter and door hangers all property owners and residents within 500 feet of the improvements. A large conference room at City Hall may be utilized for the public outreach meetings. The CM firm shall provide a virtual meeting option, in addition to the live meetings. The two (2) meetings shall be identical in content but shall include two options for the meeting on different days of the week, as well as one meeting occurring in the morning and another in the evening (start time between 5 – 6 PM). The meeting shall be held in advance of construction activities. The CM firm shall present a slideshow with basic project information, purpose, need, and public benefits of the project, estimated start and completion dates, contact information to CM firm, and a summary of traffic impacts.

- Regularly engage and communicate with nearby property owners and residents in the form of periodic email blasts, social media, and/or other communication efforts.
 - Provide a 24 hour toll-free number for the public to make inquiries about the project. Provide the number for display on project construction signs provided by the contractor.
10. Escrow Bid Documents Review: Schedule the escrow bid document review meeting, lead the review of documents for conformance with specifications, and provide escrow services for storing the documents as described in the construction project specifications section 00823 “Escrow Bid Documents.”
11. Review Photographic and Video Documentation: Contractor is required to provide photographic and video documentation per Section 01340 of the contract specifications. CM consultant shall review contractor’s performance in pursuing this work and shall advise contractor of any deficiencies.
12. Full-Time Inspection: Provide full-time field inspection of the work in progress on the site for conformance with the project plans and specifications with skilled and professional personnel. This task includes monitoring all construction work and documenting the work. Daily written reports shall be maintained. Change order work shall be tracked and recorded on a Force Account basis, except when the cost of change order work has been approved as a lump sum amount prior to any change order work performed. This task includes daily inspection of temporary traffic control devices placed by the contractor for conformance with the approved temporary traffic control plan.
13. Structural Observation: Provide structural observation by a registered professional engineer of structures as designated in Section 01455, “Regulatory Quality Assurance” of the construction project specifications.
14. Observe and Report on Contractor’s Compliance with Work Restrictions: Fully understand and advise the contractor of any violations observed with regards to the contractor’s restrictions as defined in Section 01140, “Work Restrictions,” and Volume 4 of the construction contract documents, which contains permits and permit conditions from various governmental regulatory agencies. Construction manager shall establish and maintain communication with City staff, City’s hired biological monitoring consultant, Design Engineer, and construction contractor in following the work restrictions in place for this contract.
15. Monthly progress reports: Provide monthly written progress reports. Progress reports should include the following information, at a minimum: Original contract cost, current contract cost, accepted pay requests, contract start date, original substantial completion due date, current substantial completion due date, percent of schedule elapsed, current critical path work items, cost of change orders approved to

date, cost of pending change orders, design changes issued to date, description of disputes and claims pending or in process, listing of failed materials testing results and resulting correction or planned corrections, description of work completed or in progress during the reporting month, items of work to be performed by contractor in the next month, and ten to thirty photos of construction work completed or in progress during the reporting month with captions describing the work.

16. Stormwater Pollution Prevention: Perform all duties of Construction Manager identified in Section 01355A of the project specifications, including review of Permit Registration Documents, review reports submitted by the contractor in connection with the Construction General Permit, and review effectiveness of Best Management Practices (BMPs) placed by contractor and advise contractor of any BMP deficiencies noted while inspecting the work.
17. Materials Testing and Special Inspection: Provide construction materials testing and special inspection services for quality assurance purposes. All testing shall be performed under the direct supervision and control of a qualified registered professional engineer employed by the firm providing these services. The testing firm shall upload reports to the aforementioned web based construction documentation software. Testing, sampling, and inspection reports may be handwritten or typed, but must be legible. A final report shall be provided within 30 days of the Notice of Completion of the project that includes a typed cover letter stamped and signed by the engineer, a typed summary page of all testing results, and copies of all field reports, field test reports, and lab test results and reports. Refer to Section 01450 "Quality Control" of the construction contract specifications for additional materials testing requirements. References to the independent testing firm in the project specifications is the materials testing to be provided by the construction manager under the CM scope of work. Proposers for the CM contract shall familiarize themselves and be aware of all testing requirements specified in the construction contract specifications in the preparation of a proposal.
18. Coordination with Design Engineer: Assist the Design Engineer and contractor with general coordination of submittals, RFIs, design clarifications, and Design Engineers' responses.
19. Coordination for Special Engineering Inspections: Act as liaison between the Contractor and the Design Engineer for scheduling critical special inspections by the Design Engineer relating to structural, mechanical, electrical, and instrumentation, as described in the construction project contract documents.
20. Coordination with Utility Owners: The scope of construction work includes work near existing utilities. The CM consultant shall provide general coordination with the construction contractor and affected utility owners in the pursuit of the work.

21. Project Records: Maintain detailed project records including inspection reports, photos, measurement of quantities, submittal logs, RFI logs, meeting minutes, and log decisions. Change order work shall be tracked and recorded on a Force Account basis, except when the cost of change order work has been approved as a lump sum amount prior to any change order work performed.
22. Review Schedules: Review and approve the construction baseline schedule and other schedules required to be submitted by the construction contractor per the project specifications. Monitor contractor's progress of the approved baseline schedule. Review baseline schedule updates and require recovery schedules as may be required in the progress of the work.
23. Review Quantities and Invoices: Review construction contractor's invoices on a monthly basis and provide recommendation to City for payment based on quantities placed and materials or equipment purchased and stored.
24. Change Orders: Document, review, and comment on change order requests and contract change orders. Provide assessment of schedule impacts and potential contractor delays. Provide recommendation for Owner's action on potential change orders.
25. Claims: Maintain notes and documents to support Owner and Design Engineer during claims proceedings. Include a separate task and an allowance in the amount of \$10,000 to analyze, coordinate, administer, and make recommendations regarding potential claims.
26. Labor Compliance Monitoring: Provide labor compliance monitoring activities. Include in the CM scope of work:
 - Verify that contractor is regularly uploading certified payroll reports to the DIR website.
 - Spot check contractor's certified payroll reports. For spot-checked records, track any payments noted as being less than the required prevailing wage rate and notify contractor of non-compliance.
 - Conduct contractor employee interviews to determine employee's understanding of their labor classification, wages, and equal employment opportunity information. Interviews shall be performed by CM consultant once per trade per month.
 - Maintain a record (electronic and/or hard copy) of all certified payroll records submitted by the contractor and safeguard the information to the maximum extent permitted by law.
27. As-Built Drawings: Monitor and assure Contractor's recording of field changes to as-built drawings. Review final as-built drawings at the completion of the project for accuracy.

28. Final inspections and Recommendation to Accept the Work: Inspect the work for required milestones, Substantial Completion, and Final Completion. Issue punchlists. Recommend final acceptance of the project upon completion of all punchlist items.

Scope of Services to be provided by others

City staff will seek the City Council's approval to amend the existing agreement with Carollo Engineers to provide Engineering Services During Construction (ESDC) at the same time as award of the construction contract and the agreement for CM services. The detailed ESDC scope is not yet available, however the CM consultant may assume that ESDC provided by Carollo Engineers includes, in general, the following items:

- Attend the pre-construction meeting
- Prepare conformed drawings and specifications and print hard copies for Contractor, City, and CM consultant use
- Attend construction progress meetings
- Provide submittal and shop drawing review
- Respond to Requests for Information (RFI), in coordination with the construction manager
- Provide specialty structural, electrical, process, and instrumentation inspections as needed
- Prepare O&M manual
- Assist with startup of new facilities
- Conduct operations training
- Prepare record drawings in CAD using as-built drawings prepared by contractor and reviewed by the CM firm.

City staff shall perform the following functions for the project:

- Provide available records
- General support and assistance

- Direct communication with outside agencies for permitting (i.e. Stanislaus County encroachment permit, San Joaquin Air Pollution Control District Authority to Construct [emergency backup generator])
- Enter information required of the Legally Responsible Person (LRP) into the Stormwater Multiple Application and Report Tracking System (SMARTS) to comply with Construction General Permit requirements
- Attend project meetings
- Provide information related to City's operations and maintenance of existing City-owned facilities
- Prepare staff reports for the City Council for approval of all Contract Change Orders and the Notice of Completion
- Provide final approval and arrange payment with the City's Finance Division for construction contractor payments
- The City of Turlock (City) is required to implement biological monitoring and mitigation measures prior to and during construction in accordance with the Project's Environmental Impact Report/Statement (EIR/EIS) as described in Volume 4 of the construction contract documents. Biological monitoring and reporting will be provided by Horizon Water and Environment under separate contract to the City. Biological monitoring activities include pre-construction surveys for special status plants, elderberry plants, giant garter snake, western pond turtle, burrowing owl, tricolored blackbird, Swainson's Hawk, White-tailed Kite, non-listed raptors (such as Red Tailed Hawk), and San Joaquin Kit Fox. The CM consultant shall be familiar with the work restrictions and protected biological resources and coordinate as necessary with Horizon Water and Environment and the contractor in the performance of biological monitoring work.

In addition to construction of the work, the construction contractor will provide the following:

- Field Office for CM: Temporary office space, office furniture, phone and data, and computers will be provided by the construction contractor for CM consultant's use as per Section 01500 of the project specifications. The location of the office shall be determined at a future time, though it will be located at some point along the alignment of the proposed pipeline.
- SWPPP: The construction contractor will retain a QSD and QSP to prepare the SWPPP and perform work related to the Construction General Permit as outlined in

section 01355A, “Stormwater Pollution Prevention Construction Activities: Best Management Practices.”

- Permits: The construction contractor will be required to obtain all permits required to perform the work not already covered under permits included in Volume 4 of the contract documents.

Proposal Submittal Requirements

SPECIAL NOTE

- The SRWA issued a RFP in 2020 to solicit proposals for construction monitoring services for the SRWA project and construction management services of the City of Ceres’ local facilities project. In the background section of this separate RFP states: “...the City of Turlock will consider qualifications of those firms submitting proposals for use in soliciting proposals at a later date.” Additionally, this separate RFP states: “The City of Turlock is not intending to award a construction management contract from this RFP but intends to use proposer qualifications to solicit construction management proposals at a later date.” The City of Turlock is in possession of the proposals submitted by various firms in response to the RFP for the SRWA and City of Ceres projects. All interested firms may submit a proposal in response to this RFP and be considered for award of the CM services agreement for the City of Turlock, regardless if the firm submitted proposals for either the SRWA project or the City of Ceres project. If a firm supplied a qualifications packet in response to the RFP for the SRWA and City of Ceres solicitation, the firm may either submit a new, updated qualifications packet, or indicate whether the qualifications previously submitted should be reviewed by the City of Turlock. However, all CM firms interested in providing services for the City of Turlock’s project are required to comply with the proposal content requirements of this RFP.

Once submitted, all proposals become public records and subject to disclosure, either in part or in whole, under the California Public Records Act. No amendment, addendum, or modification will be accepted to a proposal after the deadline for the submission of proposals. A public opening of proposals will not be held.

Proposals should provide a straight forward and concise presentation adequate to satisfy the requirements of this RFP. The consultants shall hand-deliver or mail three (3) printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on CD, DVD, or USB flash drive to the City at the address listed on the front page of the RFP so that the proposal is received no later than the date and time specified. The City does not

recognize the U.S. Postal Service, its postmarks or any other organization as its agent for purposes of receiving proposals. All proposals received after the deadline will be rejected. All materials submitted will become property of the City and returned only at the City's option.

Proposals are limited to twenty (20) pages, though employee resumes may be attached as an appendix that does not count against this page limit.

Each proposal must contain a statement of qualifications that includes the following information:

- General Information – Provide the name, address, and telephone number of the individual or firm, as well as the name of the person authorized to negotiate contract terms and make binding agreements. Include the professional qualifications necessary for completing the work.
- Background – Provide a narrative background of the company and its organization.
- Services – Provide a list of available services provided by the firm.
- Experience – Describe the experience of the firm. Specifically note experience as construction manager in the following areas:
 - Water tank and pipeline projects teaming with the owner, engineer, and contractor
 - Maintaining cooperative atmosphere and attitude with contractor
 - Coordinating between the contractor and owner regarding shut down constraints
 - Stormwater Construction general permit
 - Regulatory agencies
 - Timely contract close out
- Public Agencies – Include narrative description of experience with public agencies.
- References – Provide three or more references for three or more separate projects that can supply information on the quality of CM services provided by your firm within the last five (5) years. Provide the name or title of the projects, the location of the

projects, the name of the contracting agencies, the total project budget, a brief project description, and agency contact information.

- Pending Claims and Litigation – The consultant shall provide a statement of all claims/litigation (pending as well as finalized) the consultant has been involved with in the past five (5) years.

In addition to the general qualifications described above, each proposal must include a detailed scope of services that includes the following information:

- Describe the firm's concept of the role of construction manager and how that role is implemented in projects designed by your firm and in projects designed by other firms
- Provide a detailed scope of services to be provided
- Describe the approach for completing the scope of services
- Identify the key employees that will make up the CM team and describe qualifications of said team. The team shall remain consistent throughout the life of the project, except due to termination of employment, or if required by the City due to failure to perform the scope of the contract.
- Describe the methods and practices used to mitigate unreasonable construction costs and schedule overruns
- Describe the method of project status reporting including the web based construction management software proposed to be utilized.
- Labor Estimate – Provide the estimated number of personnel hours, broken down by task and job title, that your firm will engage in to complete the scope of services. This estimate should be displayed in the form of a table which identifies key tasks to be performed by various employees' job titles. Do not include hourly rates or extended costs in the labor estimate table.
- Fees – In a separately sealed envelope, extend the cost of each task to be performed by each job title in the labor estimate (see above) with the respective hourly rate. Break down the fee by in-house labor and subcontractor fees. Include any direct or indirect costs not covered in the hourly rates of employees, and clearly indicate the not to exceed cost of the work. The contract price shall be based on a lump sum, not to exceed cost. The selected consultant will not be allowed to update hourly rates of staff for the life of the project. Clearly identify any optional tasks that are not included in the base fee.

Each proposal must identify any sub consultants to provide services for the project and include a brief statement of qualifications for each sub consultant.

Concerns or exceptions to the requirements described in this RFP may be made in the proposals in a clearly labeled subsection. The successful proposer will be required to enter into an Agreement for Special Services with the City of Turlock. A proposed agreement enumerating the terms and conditions of the agreement is attached as Appendix B. Proposers must specifically note any exceptions to the language of the sample agreement in writing in the proposal. Exhibit A to the agreement shall consist of the consultant's proposal.

Requests for Information

Requests for Information (RFI) must be in writing and directed to the contact person specified on the front page of this RFP. If the City determines that a response to a RFI is necessary for clarification, a response will be issued in writing via an addendum emailed to those listed as a "planholder" on the City's website. In order to receive notification of addenda, potential proposers must have downloaded the RFP from the City's website and selected the option to be placed on the planholder's list. (See <http://ci.turlock.ca.us/capitalprojects/projectsouttobid>).

Requests for information may not be considered if submitted after 5:00 PM on June 25, 2021.

Selection Criteria

It is the City's intention to select one firm that has sufficient expertise to complete the CM scope of work. However, the City reserves the right to reject all proposals.

City staff will exercise discretion and judgment in evaluating proposals based on the following factors:

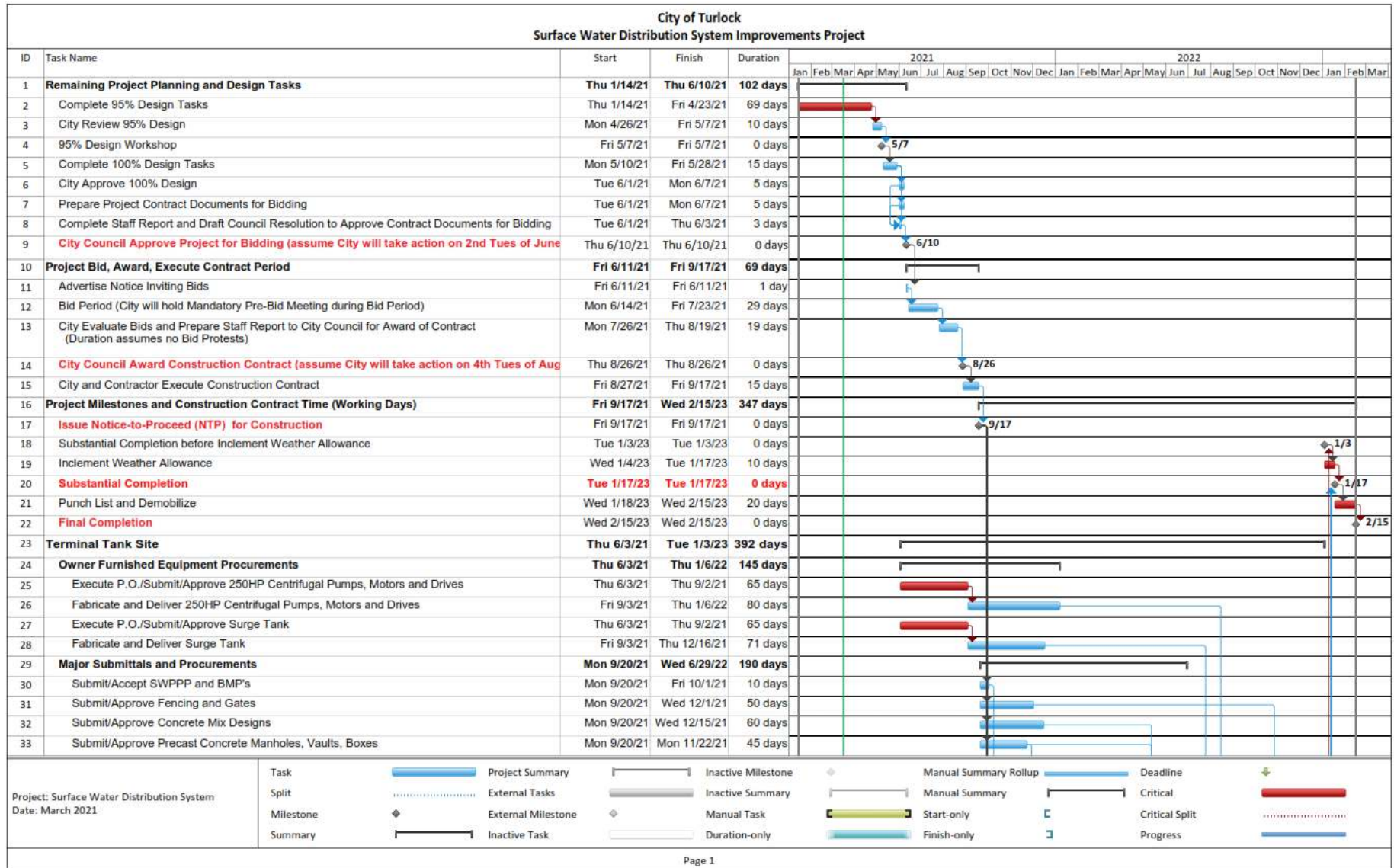
- a. Demonstrated qualifications, competence, abilities, and knowledge of personnel assigned
- b. Experience of the Consultant to provide the specified services
- c. Record of the Consultant in accomplishing similar work within budget
- d. Completeness of proposal

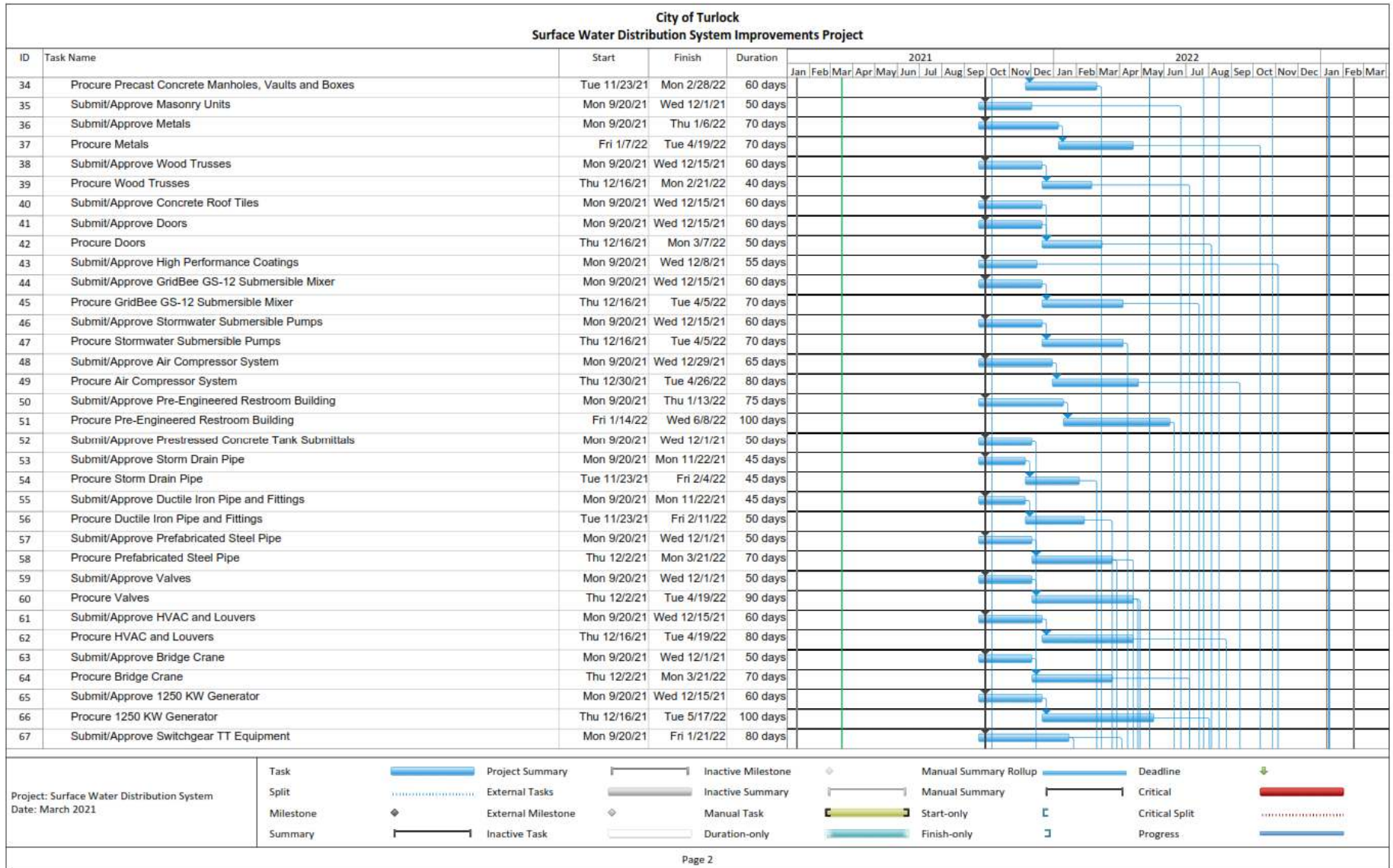
- e. Financial responsibility [years in business, number of projects completed, annual volume of work in dollars, etc.]
- f. Consultant Fees

City staff will use the above criteria for purposes of identifying top ranking proposals. City staff may hold interviews with top ranking consultants at the sole discretion of City staff to gain further insight into the consultant's capabilities for the purpose of making a recommendation to the City Council to approve the agreement. The interviews, if held, are to be attended by representatives of the City as well as the consultant's team proposed for the project.

Appendix A

Independent Construction Schedule





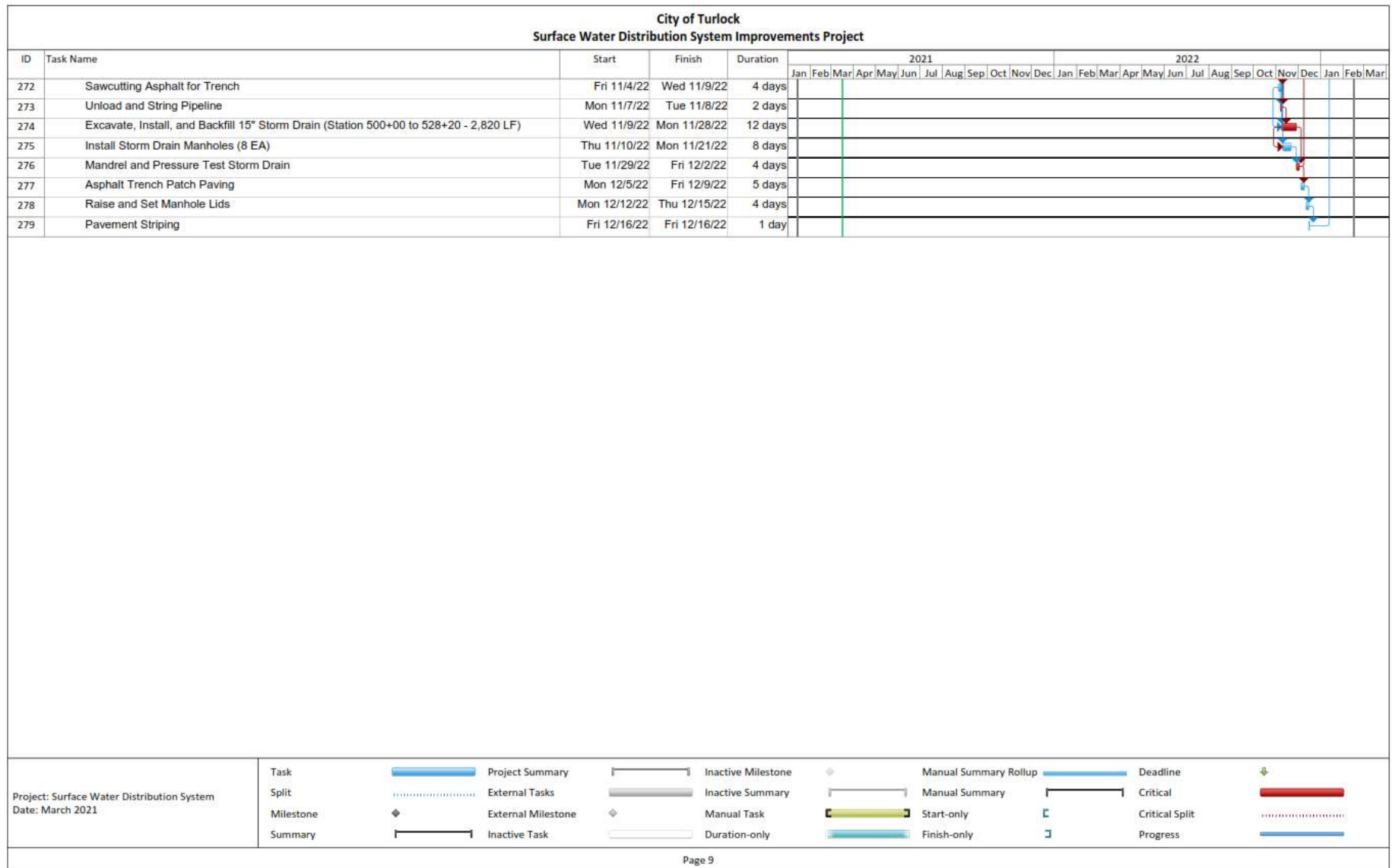
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City Project 21-016
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Appendix B

Agreement for Professional Services (Sample)

SAMPLE AGREEMENT REPLACED WITH ACTUAL AGREEMENT

PROPOSAL PREPARED FOR THE CITY OF TURLOCK

Construction Management Services for City Project No. 18-69

Surface Water DISTRIBUTION SYSTEM IMPROVEMENTS



The logo for Carollo, featuring a stylized blue wave icon followed by the word "carollo" in a bold, sans-serif font.

Engineers...Working Wonders With Water®

JUNE 2021

June 30, 2021

City of Turlock, Development Services Department, Engineering Division
Attention: Mr. Stephen Fremming, P.E.
156 South Broadway, Suite 150
Turlock, CA 95380

Subject: Proposal for Professional Engineering Services - Construction Management Services for
City Project No. 18-69 Surface Water Distribution System Improvements

Mr. Fremming:

Your Surface Water Distribution System Improvements Project is critical to reducing Turlock's reliance on groundwater and securing a high-quality and reliable source of drinking water for your future. Carollo led the preliminary and final design of this project and is dedicated optimizing construction to meet your aggressive schedule. In addition to managing the schedule, project success will depend on a team that can minimize impacts to your staff, keep residents involved and informed, and work seamlessly with all key stakeholders. **Carollo is that team.**

- **Challenging construction schedule.** We collaborated with the City to accelerate the design schedule, pre-purchase major equipment, and deliver design of this project early—and will continue this momentum through construction. We understand what the contractor must do to keep the project on track. This includes addressing pump station construction to ensure that this critical path item does not slip due to slow submittals or late equipment deliveries.
- **Minimizing impacts to your staff.** Your Utilities Department is currently short staffed. Our experience with the City enables us to understand your key players and how they need to be involved through all phases of construction. We will reach out to individual staff members to ensure that key decisions are made when needed without unnecessarily taxing your available resources.
- **Public outreach led by KMP Strategies.** With the large amount of construction that must take place in residential streets, effective public outreach will be vital. To help engage the community, our team includes KMP Strategies. They will direct an outreach program that involves local residents early and often to keep them apprised of construction activities and mitigate potential neighborhood impacts.
- **Strong stakeholder relationships.** Our CM team has successfully completed several major design and CM projects in region and has strong relationships with all of the major stakeholders for this project, including SRWA, the SRWA DB team, Stanislaus County, and TID. These relationships will be critical in developing a strategy to coordinate and integrate the issues impacting construction of your project and deliver a reliable and cost-effective surface water distribution system to the City.

We acknowledge the receipt of two addenda to your RFP. Carollo highly values you as a client, and looks forward to continuing our successful relationship on this important project.

Sincerely,

CAROLLO ENGINEERS, INC.



Ryan Sellman, P.E.
Project Manager



Darren Baune, P.E.
Principal-in-Charge



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General Information

For more than 88 years, Carollo Engineers has specialized in planning, designing, and constructing water, wastewater, and water reuse treatment and infrastructure facilities. This focus provides us with the experience to resolve the issues impacting our industry through innovative ideas tailored to our clients' specific needs.

WATER
OUR FOCUS
OUR BUSINESS
OUR PASSION



Our
sole focus
on water allows
us to attract and retain the best
talent in the business—those
who excel in responsive water
and wastewater engineering
services that **deliver**
optimal value
to our customers.

Strong History in the Region

In addition to serving as design engineer for your Surface Water Distribution System Improvements, Carollo has assisted Turlock with more than 20 projects in the last 25 years. Our long-standing relationship with you and other local agencies, and our experience with water and wastewater infrastructure projects in the region will guide our CM approach, help avoid the potential hurdles that can impact budget and schedule performance, and reduce your risk. Relevant experience in the region includes:

- City of Turlock Secondary Clarifier No. 5 Design and Construction Management.
- City of Turlock North Valley Regional Recycled Water Program Pipeline Design and Construction-Phase Services.
- City of Modesto North Valley Regional Recycled Water Program Management.
- City of Modesto River Trunk Design.
- City of Modesto Industrial Tank 13 and Booster Pump Station Design and Construction-Phase Services.
- City of Modesto Del Rio Tank Booster Pump Station and Well Design and Construction-Phase Services.

WATER – It's ALL We Do

Carollo is the nation's largest firm dedicated solely to water engineering. Carollo is a privately-held corporation, owned by shareholders who are all full-time employees. We offer a staff of more 1,100 individuals located in 49 offices throughout the U.S. Our commitment to the water industry has been a company hallmark since Carollo's inception in 1933. We strive to sustainably optimize the use and benefits of this valuable resource, develop innovative solutions, and deliver exceptional service that meets or exceeds our clients' needs for safety, resiliency, and reliability.

- City of Turlock Water Master Plan Update.
- Stanislaus Regional Water Authority Water Supply Alternatives Study.
- City of Turlock Recycled Water Feasibility Study.
- City of Turlock Fulkerth Tank and Pump Station Design and Construction Management.
- City of Turlock Harding Drain Bypass Pump Station and Pipeline Design and Construction Management.
- City of Turlock T-SW and T-SE Water Tanks and Pump Stations Design and Construction Management.

PRIMARY CONTACT

Darren Baune, PE,
Principal-in-Charge
925-719-9301
dbaune@carollo.com

ADDRESS

2795 Mitchell Drive
Walnut Creek, California 94598

Firm Background, Services, and Public Agency Experience

Carollo has the full resources and skills necessary to deliver comprehensive construction management services and effectively collaborate with you and your project stakeholders to protect your interests and complete this vital project on time and within budget.

Construction EXPERTS

Carollo's construction managers, project controls specialists, resident engineers, and inspectors understand the importance of the contract and our role in interpreting and enforcing its requirements. We provide professional training and staff development in the ever-changing areas of safety, risk management, and claims consulting. We have adapted our management style to accommodate shifts in project delivery trends and the latest advances in construction practices and technology to provide our clients the highest quality service delivered for the best possible value.

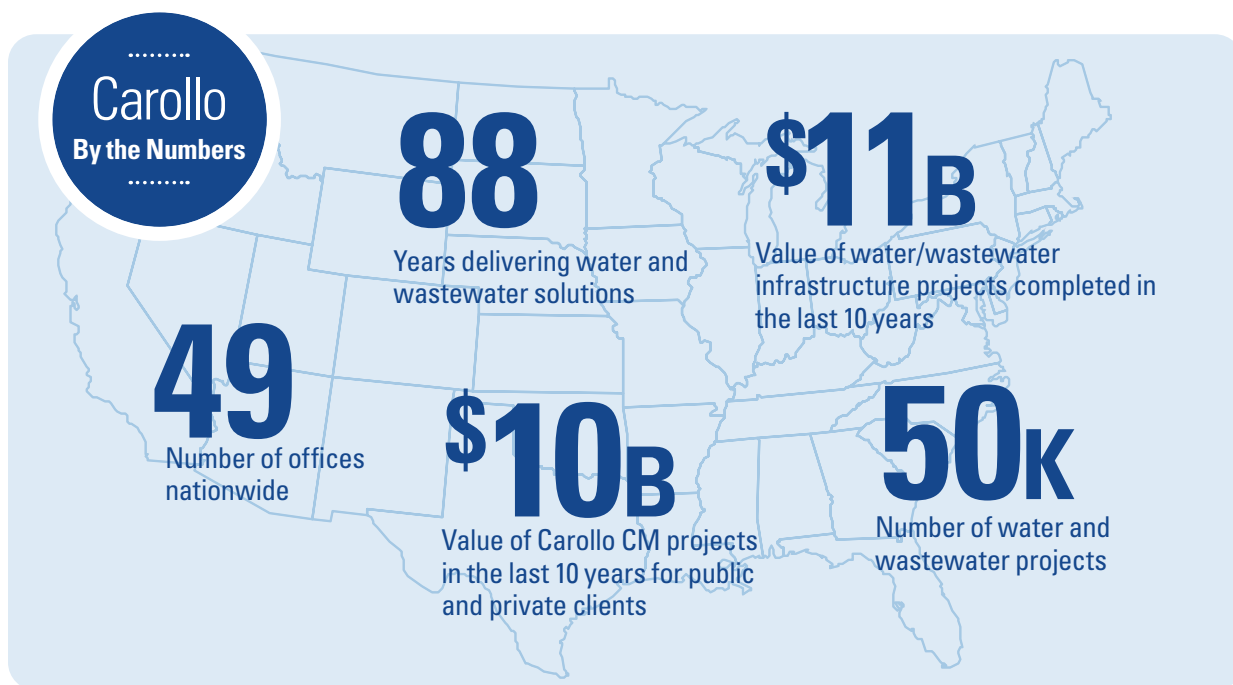
PUBLIC AGENCY Experience

Well over 90 percent of Carollo's work is for public sector clients. Regionally, we have helped the cities of Turlock, Modesto, Stockton, Merced, Tracy, Galt, and Lodi complete some of their most successful water and wastewater projects. We also work with some of the largest water and wastewater utilities in California and the country, including the Sacramento Regional County Sanitation District; East Bay Municipal Utility District; Metropolitan Water District of Southern California; and the cities of San Francisco, Oakland, San Jose, Sacramento, Fresno, Los Angeles, and San Diego.

CM Services

With more than 500 active projects, Carollo provides a full-spectrum of CM and inspection services. We have provided these services for more than \$10 billion in municipal water-related facilities in the last 10 years, both as designers and third-party construction managers, including:

- Reviewing design plans and specifications for constructability.
- Developing CM plans and master schedules.
- Preparing project delivery analyses.
- Analyzing contract documents.
- Evaluating bids.
- Coordinating multiple design consultants and contractors.
- Providing construction inspection and testing services.
- Managing changes and claims.
- Preparing cash flow analyses.
- Preparing final construction reports.





Deep Bench of TALENT

Carollo has an established Construction Services Group (CSG) of career professionals dedicated solely to CM and inspection services of water and wastewater facilities. Our CSG offers a company-wide pool of talent, including multi-disciplined construction managers, resident engineers, and inspectors. In addition, our resources include fully computerized document tracking and scheduling capabilities and specialty testing equipment.

Successful delivery of your project is ultimately about the key team members who will deliver your project. Our staff has a proven track record of reducing construction costs and mitigating construction delays.

The Benefits of Our CM EXPERTISE

- **Flexibility.** Eight decades of experience give us the ability to effectively adapt to the needs of your project.
- **Proven systems.** We rely on field-tested procedures, tools, and lessons learned to streamline construction, save you money, and reduce your risk.
- **Resources.** Your project will benefit from the expertise of design and construction specialists across our organization.
- **Technical acumen.** We offer expertise in the latest construction, process, and operations technology to avoid delays, increase efficiency, and add value for your rate payers.

Here's WHAT CLIENTS HAVE SAID ABOUT US on Similar Projects

“Carollo provided great services during procurement, design, and construction for the North Valley Regional Recycled Water Program, the City of Modesto’s first design-build project. Ryan Sellman and the Carollo team worked collaboratively with the DB team, and made sure that a quality project was delivered to the City. The project finished ahead of schedule and on budget, with very few change orders. Overall the entire project was very successful and I credit Carollo for managing this project so well.”

— William Wong, Director of Utilities, City of Modesto

“Jacob Tejas coordinated with the contractor and District to lead CM of our Folsom Lake Intake Improvements project through a complicated service connection and meet the crucial deadline to have our pump station back online.”

— Jon Money, PE, Senior Civil Engineer, El Dorado Irrigation District

“We have achieved substantial completion of the Gove Road WWTP Upgrade on time and under budget. In my 55-year engineering career, I have never seen the construction of another project proceed so smoothly. I was very impressed with Carollo’s construction management team. They did an outstanding job of managing the project.”

— David Tucker (Retired), City Engineer, City of Merced



Experience and References

CM Experience to **MEET YOUR NEEDS**

To meet the challenges of today's infrastructure projects, our construction experts combine a big picture perspective with a focus on client service that is a cornerstone of Carollo's success. We will work with you, the contractor, utilities, regulatory agencies, and the public to help deliver the facilities required to diversify your water supply, improve water quality, and create a new surface drinking water supply.

This will include coordinating shut down constraints, working with the contractor to obtain a stormwater construction general permit, coordinating a public awareness program, minimizing disruption to residents and businesses, and achieving timely contract closeout. We are well aware of the need to maintain close communication with all involved parties and maintaining an effective and cooperative relationship with the contractor to minimize potential conflicts and maximize on-time and within-budget project delivery.

Just Ask OUR CLIENTS

The project summaries on the following pages illustrate our experience with construction management, administration, and inspection of similar projects. We invite you to contact the references we have provided. They will be happy to attest to the quality and responsiveness of our services.

CRITICAL INFRASTRUCTURE

Our experience includes planning, design, and CM of more than 2,000 infrastructure projects in the last 10 years, and includes:

- **Pump Stations.** More than 700 major water, wastewater, and recycled water pump stations with capacities ranging from less than 1 mgd to over 650 mgd.
- **Pipelines.** More than two million linear feet of pipeline ranging from 4 to 120 inches and with pressures from 0 psi (gravity flow) to 600 psi—built using standard cut-and-cover, jack and bore, cured-in-place, sliplining, microtunneling, horizontal directional drilling, tunnel boring, pipe bursting, and fold and form techniques.
- **Water Tanks.** More than 300 storage tanks and 1,000 process tanks—that store and process billions of gallons of water and wastewater annually, and are built of welded steel or concrete using a variety of construction methods.

\$130M

Design and construction projects for Turlock in the last 20 years

0

Safety-related claims on Carollo CM projects in the last 5 years

<2%

Carollo's change order record in the last 5 years

1/3

Of Carollo's work is construction services related





REPRESENTATIVE EXPERIENCE – CAROLLO CM OF SIMILAR FACILITIES

	PIPELINES	PUMP STATIONS	STORAGE OR PROCESS TANKS	DESIGNER-LED CM	THIRD-PARTY CM	MULTIPLE ENTITY COLLABORATION	SHUTDOWN CONSTRAINTS	STORMWATER PERMIT	REGULATORY/PERMITTING	TIMELY CLOSEOUT
➤ City of Turlock, CA – Harding Drain Bypass Pump Station and Pipeline	■	■	■	■		■	■	■	■	■
➤ City of Turlock, CA – Fulkerth Tank and Pump Station		■	■	■		■	■	■	■	■
➤ City of Turlock, CA – Secondary Clarifier No. 5 and Denitrification	■	■	■	■		■	■	■	■	■
➤ City of Turlock, CA – T-SW and T-SE Water Reservoirs and Pump Stations		■	■	■		■	■	■	■	■
Contra Costa Water District, CA – Middle River Intake	■	■		■		■	■	■	■	■
California Department of Corrections and Rehabilitation, CA – Deuel Vocational Institution		■	■	■		■		■		■
Eastern Municipal Water District, CA – Perris Valley Plant Expansion		■	■		■			■	■	■
El Dorado Irrigation District, CA – Folsom Lake Intake Improvement Project		■			■	■	■	■		■
City of Fresno, CA – Kings River Diversion/Conveyance Pipeline	■			■				■		■
City of Galt, CA – WWTP Upgrade		■	■		■			■	■	■
Los Carneros Water District/Napa Sanitation District, CA – Recycled Water Pipeline	■			■		■		■		■
Marina Coast Water District, CA – Regional Urban Water Augmentation Project	■	■	■	■		■		■	■	■
City of Palo Alto, CA – Water Wells, Regional Storage, and Distribution System		■	■	■		■		■		■
City of Pinole, CA – Pinole/Hercules WPCP Upgrade		■	■		■	■	■	■	■	■
City of Pittsburg, CA – Highlands Ranch Reservoir		■	■	■		■		■		■
City of Richmond, CA – Wet Weather Storage Facility		■	■	■				■		■
City of Santa Barbara, CA – Sheffield Reservoir Water Quality Project	■	■	■	■		■	■	■		■
City of Stockton, CA – Delta Water Supply Project Intake, Pump Station, and Pipeline	■	■			■	■		■	■	■
City of Tulare, CA – J Street and Alpine Vista Water Storage Tank Improvements		■	■	■		■		■		■
Union Sanitary District, CA – Alvarado WWTP Primary Digester No. 7					■	■	■	■		■
City of Yuba City, CA – Highlands Ranch Reservoir		■	■	■				■		





Secondary Clarifier No. 5 and Denitrification Project Construction Management

City of Turlock, California

For more than 25 years, Carollo has assisted Turlock with design and construction of new facilities to meet California Title 22 tertiary recycled water requirements, as well as provide the flexibility to discharge domestic effluent to the river year-round or off site to recycled water customers. Most recently, Carollo provided construction management for a new (fifth) secondary clarifier at Turlock's Regional Water Quality Control Facility to increase capacity and improve secondary treatment performance. Work has included:

- Conversion of seven existing aeration basins to achieve denitrification of the plant effluent to meet the new discharge permit limit for nitrate plus nitrite of 10 mg/L (as N).
- Representation administering the construction contract, working as an extension of the city and plant staff.
- Document management using the EADOC web-based document tracking system, which allowed for strict control over document flow and the management of information. This allowed for the maintenance of detailed project records including inspection reports, photos, measurement of quantities, meeting minutes, and log decisions.
- Specific construction management duties that included leading progress meetings, providing response to RFIs, providing shop drawing reviews, preparing change orders, preparing punch lists, leading start-up and training, updating the O&M manual, providing design clarifications, and preparing monthly progress reports.



Agency Contact Information

Mr. Stephen Fremming, Principal Civil Engineer
209-668-5417
sfremming@turlock.ca.us

Year Completed: 2021

Total Project Budget: \$22 million

Team Involvement

Ryan Sellman, Jacob Tejerias, Joe Juneau, Sam Hawkins, Mike Warriner



Folsom Lake Intake Improvements Project Construction Management

El Dorado Irrigation District, California

The Folsom Lake intake provides approximately one-third of EID's water and is critical to the water supply of El Dorado Hills customers. The existing pump station had been in service since the late 1950s. Corroded casings, growing water demands, and the inability to find pump replacement parts necessitated improvements that, when completed, will supply 19.5 mgd of water to the El Dorado Hills Water Treatment Plant.

Improvements include replacement of most of the pumps and intake piping extending into Folsom Lake, a temperature control device with intakes at three different elevations, a new medium-voltage electrical and switch gear area, upgrade of electrical room deficiencies, an additional surge tank for pump and pipeline protection, a bridge crane for improved pump maintenance, and various site improvements. Carollo's services included:

- Third-party construction management of this \$43 million project
- Coordination of the project schedule to accommodate limited shutdown windows and in-water restrictions.

- Collaboration/coordination with the plant's operations group for the pump station shutdowns and installation of temporary pumps to allow work on the existing facility.
- Negotiation with California State Parks so the contractor had alternative access to the project site after lake water levels dropped faster than average.
- Ongoing team building with EID's contractor and design engineer to mitigate potential issues through schedule management, open communication, and on-site inspection services.



Agency Contact Information

Mr. Jon Money, PE, Senior Civil Engineer
530-622-4513
jmoney@eid.com

Year Completed: ongoing

Total Project Budget: \$43 million

Team Involvement

Jacob Tejeras, Sam Hawkins



Alvarado Wastewater Treatment Plant Primary Digester No. 7 Construction Management

Union Sanitary District, Union City, California

Union Sanitary District's Solids Capacity Assessment concluded that the Alvarado Wastewater Treatment Plant's anaerobic digestion process was at or nearing capacity. Primary Digester No. 6, the largest existing digester, could not reliably be taken out of service for cleaning and maintenance until additional digestion capacity was provided. The Primary Digester No. 7 Project increased reliable digester capacity, improved efficiency, and provided flexibility for the future cleaning, rehabilitating, and replacing of existing digesters.

Work included the construction of a new anaerobic digester, a new sludge pump transfer station, a new iron salts chemical facility, a new hot water boiler, and associated structures, equipment, piping, electrical, and control components. Offering a holistic understanding of USD's facilities, treatment, and regulatory needs, Carollo's services included design and construction management of this facility.

Our CM team has:

- Managed significant project challenges, including the installation of temporary bypass systems to maintain operations while completing the work.
- Developed significant working relationships between the current construction manager, plant manager, and O&M staff.
- Helped to plan and manage contractor and subcontractors for a full plant power outage to install contract electrical tie-ins.

- Assisted contractor and subcontractors in the management and progression of the project schedule.
- Managed unexpected plant water breaks with immediate responses, avoiding confusion and maintaining essential service to customers.
- Implementing temporary bypass of the digester gas system for the contract gas tie-in without disruption of service. This ensured USD's gas measurement was successfully transferred.
- Managed, without incident, the revised tie-in of the WWS/R system without the required temporary bypass.



Agency Contact Information

Mr. Raymond Chau, Principal Engineer
510-477-7606
raymond_chau@unionsanitary.com

Year Completed: ongoing

Total Project Budget: \$28 million

Team Involvement

Jacob Tejas, Joe Juneau, Sam Hawkins

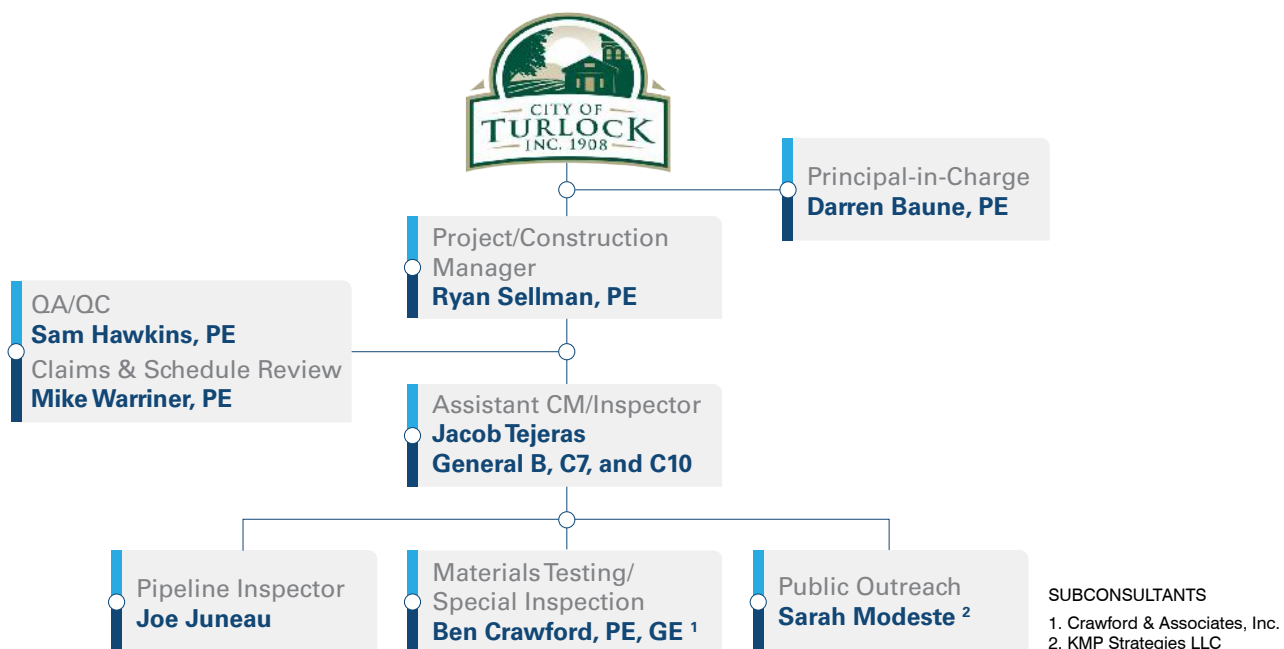
Project Team

Carollo has assembled a best-in-class team based on a simple but powerful principle—put the most qualified people in the roles essential to make sound CM decisions and deliver a successful project.

Dedicated, KNOWLEDGEABLE Staff

Our staff has the expertise to take this project from bid document review through construction completion using a participatory management approach. This involves fostering open communication between your management and O&M staff, the contractor, and all project stakeholders. Collaboration among all the parties from the start builds trust and buy-in, and results in a clear vision forward.

As design engineer, we're already on the job. Our hands-on knowledge of your facilities, staff, goals, and project design details will allow us to efficiently resolve construction issues in the field and help you meet this project's aggressive schedule. In short, we will use our time-tested CM approach to deliver reliable and cost-effective facilities on time and within budget—just as we've historically done for the City for nearly three decades.



Project/Construction Manager Ryan Sellman, PE



As your project manager, Ryan will maintain a direct line of communication with the City and have full responsibility for the successful delivery of all construction quality monitoring services. He will attend project meetings, and lead the review of the QA/QC plan, project schedule, progress payments, change orders, and monthly progress reports. Working closely with Jacob Tejeras, Ryan will oversee all field activities, including inspection and documentation of the work for conformance with the contract documents, maintenance of project records, inspection for substantial completion, and facility testing and startup. He has been involved with the current design and understands your schedule and the pump procurement, startup and commissioning requirements with SRWA and your water quality team, your public outreach concerns, and the need to closely coordinate with your staff to optimize their time during construction.

Ryan has served as construction manager for several projects for the City, including the \$22 million Secondary Clarifier/Denitrification project, the \$23 million Headworks/Secondary Expansion, and the \$14 million Harding Drain Bypass Pump Station and Pipeline projects. He also served as the on-site field representative for the construction of the \$100 million Modesto BNR/tertiary treatment facilities and led the construction quality monitoring services for Modesto's portion of the NVRRWP. In addition to his CM experience, Ryan is also a seasoned design engineer, having served on treatment and infrastructure design projects for Turlock and other clients throughout California and Oregon.



Principal-In-Charge **Darren Baune, PE**

Darren led the design of this project and will serve as the interface between the design and CM teams. He understands the critical submittals and schedule challenges, and brings an established relationship with the SRWA DB team. Darren has also led previous infrastructure projects for the City, including the NVRRWP design and ESDC and the Harding Drain Bypass Pump Station and Pipeline design and ESDC.



Assistant CM/Inspector **Jacob Tejerias**

Jacob has 19 years of varied experience including six years in the U.S. Air Force. Before joining Carollo, Jacob owned and operated an electrical contracting company, where he successfully identified, estimated, packaged, and negotiated contract change orders for projects totaling more than \$14 million annually. Since joining Carollo he has provided CM and inspection experience for Turlock's Secondary Clarifier No. 5 and Denitrification project, El Dorado Irrigation District's Folsom Lake Intake Improvements, Union Sanitary District's Primary Digester No. 7, the \$43 million Pinole-Hercules WPCP upgrade, Regional San's Tertiary Treatment Project, and an on-call CM contract for Contra Costa Water District which included pipelines, pump stations, and plant improvements.



Pipeline Inspector **Joe Juneau**

Joe has more than 30 years in the trade and has provided inspector for pipeline, pump station, tank, and plant improvement projects. His experience spans a wide range of construction from heavy civil/structural projects to fine finish work in a variety of materials. Before joining Carollo, he owned his own construction company where he contracted with agencies such as the Los Angeles DWP. Recent work has included inspection for Turlock's Secondary Clarifier No. 5 and Denitrification project, EID's Folsom Lake Intake, and USD's Primary Digester No. 7.



Technical Advisor – QA/QC **Sam Hawkins, CCM**

Sam has served as CM or inspector for projects totaling over \$300 million in construction. He has tackled complicated projects across the water/wastewater spectrum, including pipelines, storage tanks, pump stations, and plant expansions, as well as projects in densely populated and remote, environmentally-sensitive areas. He is competent with a multitude of construction programs including EADOC. Relevant CM experience includes Turlock's Secondary Clarifier No. 5 Denitrification CM project, as well as projects for El Dorado Irrigation District, Marina Coast Water District, South County Regional Water Authority, Monterey One Water, Patterson Irrigation District, West County Wastewater, and Regional San.



Technical Advisor – Claims, Schedule, Review **Mike Warriner, PE, CCM**

Mike is a vice president and chief construction manager with 30 years of experience in the supervision of field staff and coordination of CM services with clients, their attorneys, and design engineers. Mike is regularly involved in schedule and biddability analysis of much of Carollo's California CM work. Mike is a recognized expert in construction claims support, and has provided construction services for more than \$500 million in water/wastewater facilities, including your Secondary Clarifier No. 5 project. Before joining Carollo, he was a practice area leader for Swinerton Management and Consulting, Inc. and an operations superintendent for the Contra Costa Water District where he served as resident engineer for the \$450 million Los Vaqueros Project.



Materials Testing/Special Inspection **Ben Crawford, PE, GE | Crawford and Associates, Inc.**

Crawford and Associates completed the geotechnical report for your Surface Water Distribution System Improvements and have been involved with the project since predesign. Their team of engineers, geologists and technicians offer nearly 10 years of experience to construction inspection, materials testing, geotechnical engineering, engineering geology, environmental assessments, permit processing, and plan preparation to address the needs of clients throughout Northern California.



Public Outreach **Sarah Modeste | KMP Strategies**

KMP is a full-service public affairs firm located in Sacramento, focusing on helping public agencies navigate difficult and impactful projects. KMP has a level of technical understanding that translates to easily understood information for the greater community. KMP has worked on some of the largest public outreach and education campaigns and more than \$2 billion in construction projects in Northern California, including developing and implementing the public outreach strategy for Sacramento's \$230 million water meter retrofit project.



Understanding and Approach

This project will provide critical infrastructure to deliver a new surface water supply that augments shrinking groundwater supplies, improves water quality, and allows the Stanislaus Regional Water Authority to provide a safe and reliable drinking water supply to the City.

▶ WHAT WE HEARD FROM YOU

We understand that, as you construct your Surface Water Distribution Improvements, your CM must understand your critical project constraints and/or objectives. The following is our understanding of some of the key issues impacting the construction of this project.

1. It is critical to meet project schedule to avoid delays to SRWA.
2. The City has reduced staffing and is expecting the CM team to make sure this project runs smoothly.
3. You want your CM to provide public outreach to local residents to avoid issues arising at Council meetings.
4. Your CM must coordinate closely with several key stakeholders, including the City, SRWA, West Yost, Jacobs, Stanislaus County, and TID.
5. Coordination with your groundwater integration firm and SRWA will be essential to facilities startup that doesn't negatively impact residents or the SRWA project.

During design, Carollo worked with a third-party CM specialist to develop a **preliminary schedule that identifies construction milestones**. This will help us review the basis of the contractor's detailed construction schedule.

Field-Tested Construction Strategies are Vital to **DELIVERING WATER TO YOUR CUSTOMERS** on an Aggressive Schedule

This complex, critical water distribution system must be constructed on a tight schedule to be ready when the SRWA Regional Surface Water Supply Project is complete in the spring of 2023. This will require a nimble and efficient construction approach that saves time while managing costs and risk.

Building on more than \$130 million in design and construction projects for Turlock over the past 20 years, Carollo worked diligently to complete your project design ahead of schedule. As you advance to construction, it will be crucial to maintain this momentum. Carollo's CM team, led by Darren Baune and Ryan Sellman, will see that all major submittals and milestones are met by the contractor. Unlike a third-party CM that must funnel everything through multiple parties, Ryan can work directly and efficiently with the City and contractor to expedite the process. Strategies to streamline construction and keep your project on track will include:

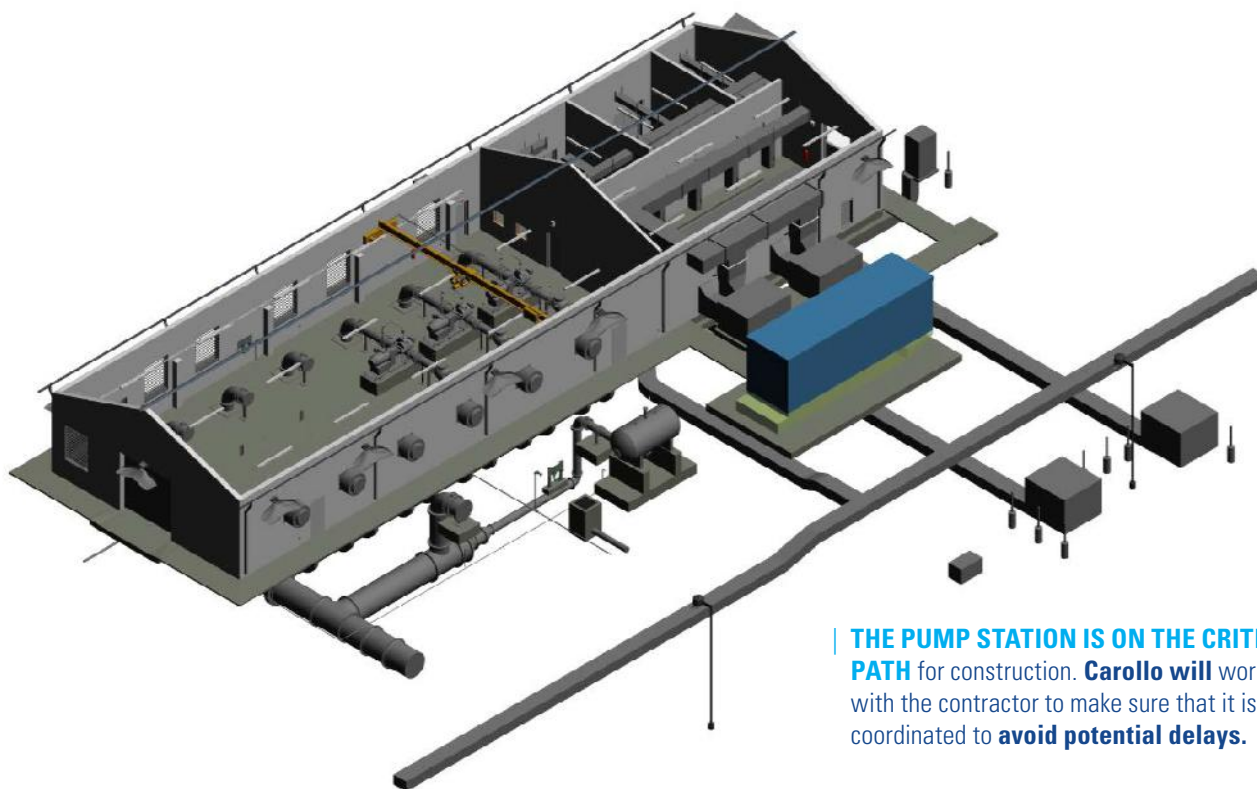
- Maintaining an activity log and schedule that will be reviewed at all weekly progress meetings to keep the team informed on critical milestones.
- Identifying and advising project participants on potential impacts due to COVID-19 (and increasingly other factors) that the contractor can address through better planning to avoid potential project delays.
- Understanding all project concerns and drivers—from the overall goal to the small details—in order to quickly and efficiently resolve potential issues in the field or through direct contact with the discipline engineer(s).
- Expediting the turn-around time on RFIs and design clarifications and working with the contractor to resolve issues and document changes.



Our CM Approach will Play to the Strengths of an **EXPERIENCED TEAM** to Resolve Project Challenges

Carollo's design team of **Ryan Sellman, Darren Baune**, and Jon Marshall have worked together many times before to deliver successful projects for the City. As your project transitions to construction, Darren and Ryan will form the core of an experienced CM team to resolve challenges quickly, keep the project on schedule, and effectively manage high-quality construction of this critical project. This will require effectively coordinating several key issues, including:

- **Timely equipment delivery.** It is critical that City-prepurchased pumps, motors, and VFDs are delivered on time and in good condition. Darren is leading the equipment prepurchase with Marianne Springer and the design team, and our CM team will work diligently with our procurement group to make sure proper procedures are followed for hand overs from the manufacturer and City to the contractor in order to avoid any potential missteps.
- **Groundwater project integration.** Successful construction of this project will require significant coordination with the design team, SRWA's DB team, and the City's groundwater integration team. When the SRWA DB team completes construction of the WTP, the contractor must introduce surface water into the system in a way that maintains optimum water quality throughout the distribution system. Carollo's team is well experienced with the requirements of this process through previous integration studies and will work with your surface water to groundwater integration consultant to help resolve any issues that arise.
- **Successful startup and commissioning.** The startup and commissioning phase is critical to the success of this project. At this time, SRWA's design build team is still developing their startup plan. Carollo has an excellent relationship with the SRWA DB team, coordinating regularly with Michael Randall, Doug Cayko, and the Jacobs team to understand and address their challenges. As construction managers, we are experts in addressing the needs of multiple project participants and will work with SRWA to develop a flexible plan that balances their needs to deliver water to the terminal tank and the City's needs to startup your Surface Water Distribution Project.
- **Effective Public Outreach.** This is the City's first major project with a significant public outreach component. The pump station site is located adjacent to the neighboring property and construction of the pipeline along North Quincy road travels through a high-end residential neighborhood. To address public outreach for this project, we have included KMP Strategies on our team. They will reach out to local residents using flyers, public meetings, and door knocking to keep them abreast of construction activities. Effective public outreach is about being a good neighbor, and the Carollo CM team will play a key role in informing and involving your customers to minimize any construction impacts.

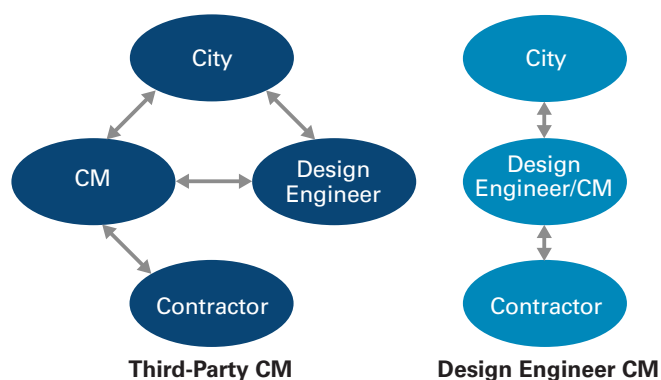


THE PUMP STATION IS ON THE CRITICAL PATH for construction. **Carollo will** work closely with the contractor to make sure that it is well coordinated to **avoid potential delays.**

Our Strong Stakeholder Relationships will Facilitate **EFFECTIVE COORDINATION** and Optimize City Staff Resources

On the surface this project may appear straight forward, but a close-up look reveals the need for close coordination throughout construction with number of entities. Carollo understands that the City is currently understaffed and completing a project of this size and complexity can strain your available resources. A CM team that can assist with multiple agency coordination during construction will save time and optimize available resources —freeing your staff to manage other issues. Because Carollo is the design engineer, most of the relationships with these entities were already established in the project's initial stages. We will build on these relationships to help coordinate a variety of issues that are critical to delivering this project on time and within budget. We are committed to going above and beyond to organize interactions or meetings in which City personnel can effectively participate, but will not be responsible for organizing. This will allow your staff to focus on other areas of this or other projects and increase the overall efficiency of the construction process.

COMMUNICATION ROUTING



SEAMLESS INTEGRATION of the CM and Office Engineering/Design Teams Offers Several Outstanding Benefits

Carollo regularly provides design-engineer and third-party CM for our clients. In the past several years, the majority of our construction services for Turlock have been completed as the design engineer. The benefits of the design engineer performing CM can result in more integrated and streamlined interactions that include:

- **Single point of responsibility for design and construction management.** This equates to far fewer demands on the City and O&M staff, improved responsiveness and quality control, and reduced overall project costs as compared to the use of a third party construction management firm.
- **Superior knowledge of the contract documents to help you get what you paid for.** There is little to no learning curve required to manage the transition process between Carollo's design and CM teams.

COORDINATION REQUIRED DURING CONSTRUCTION

► ENTITY	► ISSUE TO BE COORDINATED
Stanislaus County	Encroachment Permit
Turlock Irrigation District	Site Power and Site Irrigation
City of Turlock Wastewater Division	Dewatering
City of Turlock Water Division	Water Use
City of Turlock Traffic Division	Traffic Control Plan
Stanislaus Regional Water Authority	On-site Work and Startup
Horizon Environmental	Biological Studies
Jacobs Engineering Group	Road Paving, Construction, and Startup
Patterson Pumps	Equipment Procurement
Carollo Engineers	Startup and Programming
San Joaquin Valley Air Pollution Control Board	Generator Permit

- **Continuity of key team members.** We are familiar with the site and facilities and offer an integrated team with pertinent project-related experience in design and construction of water infrastructure facilities.
- **Detailed knowledge of potential "hot spots" during construction.** Our proactive approach to delivering viable work-around solutions in a short turn-around time will keep the construction projects on schedule.
- **Credibility of the Carollo team with your staff.** These relationships, built by Carollo team members who have served Turlock on a variety of projects over the years, improve communications and help establish trust that construction-related decisions will resolve challenges and serve your best interests.

Experience Tells Us a **WELL-DEFINED AND PROACTIVE CM APPROACH** Favorably Shapes Project Outcomes

Our CM approach encourages a sense of ownership by all parties, creating a work environment where the laborers and contractor feel they have a stake in the project. We recognize the contractor as an equal partner in the project, acknowledge their skills and capabilities, and value their options for cost savings and value engineering.

We view inspection not merely as a check to make sure the work is satisfactory, but as a partnership with the contractor to improve their work and recognize their efforts. If a dispute arises over work quality, our goal is to resolve the issue in the field at the lowest possible level so that all parties can agree on a corrective course of action.

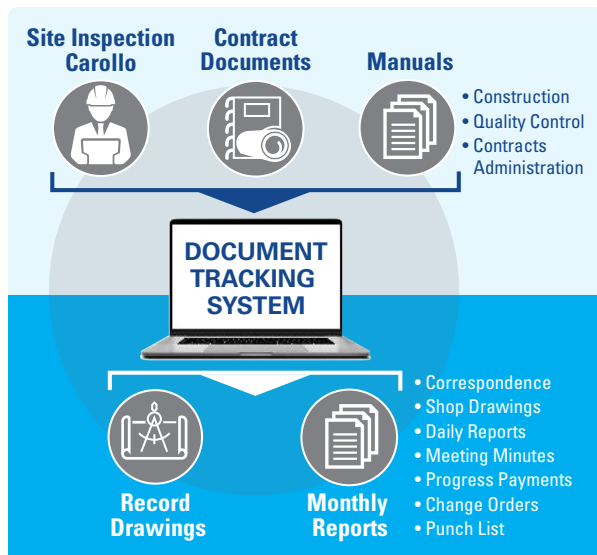
This approach allows the contractor to correct work quickly without being unduly penalized, while the owner receives fair value for the work without having to pay for repetitive repairs. This partnering approach helps reduce the need for field corrections, addresses potential errors as they occur, and facilitates working together and transparency in addressing quality issues.



The Role of the CONSTRUCTION MANAGER

Carollo's role as construction manager is to **REPRESENT THE CITY** in administering the construction contract to see that the requirements of the contract documents are met. We strive to provide the highest quality service regardless of whether we are performing CM services for our own designs or for designs by other firms. As your construction manager, we will work as an extension of your staff to provide leadership and positive direction to the project. Our primary objective is to build a **SMOOTH-RUNNING, EFFICIENT TEAM** that incorporates the best from the City staff, design team, and the contractor.

At the start of the project, we will set the tone of the project by establishing the proper chain of command among all parties. For example, we will strongly enforce the requirements of the contract documents and will not allow the contractor to proceed without the proper submittal approvals on materials and equipment. We will review value engineering proposals from the contractor with assistance from the City, O&M staff, and our office engineering team, to expedite a quick response so these proposals will not delay the project schedule. This benefit is evident when it comes to managing our own designs, especially in our faster response to routine submittals, RFIs, and design clarifications.



TOOLS PROVIDED BY EADOC are well received by owners, design engineers, and construction contractors. EADOC **increases transparency and efficiency** by identifying issues that require resolution, and by **reducing costs** associated with paper handling.



PROVEN TOOLS to Manage Your Construction Costs and Schedule

- **Document Management.** We will use the **EADOC WEB-BASED DOCUMENT TRACKING SYSTEM** to maintain strict control over document flow and to manage information. We will prepare and archive inspection reports, test records, project communications, red-line drawings, punch list items, and other CM documents using EADOC. The City has also used EADOC on previous projects and is familiar with how it is used. At project completion, we will provide the City with a flash drive containing all EADOC project records archived in PDF format.
- **Construction Management Plan.** To provide uniformity, we will prepare a comprehensive construction manual that outlines our company goals for project management, quality control, communication protocols, and other procedures required to properly execute our CM duties in the field. Our construction manager will use this manual to develop a Construction Management Plan tailored to the project, which will be a living document that is modified as needed to address project needs and changed conditions, and improve responsiveness.
- **Submittal Tracking and Processing.** Our CM team will review submittals for completeness to streamline reviews by the office engineering/design team. The unique integration of our office engineering and field staff allows our construction manager/assistant CM/inspector to review many submittals at the job site and make prompt decisions to minimize delays and reduce costs.
- **Clarification and RFI Tracking and Processing.** Timely response to all RFIs and design clarifications is critical to maintain your construction schedule and avoid claims. Again, this is an area in which an integrated CM and office engineering team facilitates dramatically improving handling of RFIs and design clarifications to reduce delays.
- **Schedule Management.** Two areas where construction schedules often fail is in the monthly update and in project closeout. Once the baseline is approved, there is a tendency for contractors to put the schedule aside and focus on the work in progress rather than the overall plan. Our approach is to require monthly schedule updates to keep the project schedule on track. We will provide detailed review and monitoring of the contractor's baseline schedule and monthly schedule updates. Our schedule review will start with the baseline schedule and review not only the timing of the activities, but also look at equipment and resource loading. This provides deeper insight into how the contractor is prepared to approach the work, whether they have dedicated enough resources and equipment, and how they can meet that commitment every week.
- **Cost and Claim Management.** It is imperative that the CM team implement a carefully-thought-out program for preventing, managing, and resolving potential construction claims. We believe that the best preparation to reduce claims is to proactively control changes. Our team will negotiate all changes with the contractor to make sure that the terms of the change order comply with the contract documents, and that the cost to the owner is minimized to fair market value. Mike Warriner, who will serve as our claims advisor, has not only successfully defended owners against contractor claims, but also serves on Carollo's dispute resolution board, defending against claims company-wide. On projects we have managed over the last 10 years, change orders (exclusive of owner-initiated scope additions) have averaged 1 to 2 percent of construction costs, well below industry averages.

Scope of Services

The following is a summary of our proposed scope of services for the City of Turlock's Surface Water Distribution System Improvements Project.

Project BACKGROUND

The project includes a new storage tank, booster pump station, and improvements to the City's potable water distribution system to deliver treated surface water from the Regional Surface Water Supply Project (RSWSP) to the City's potable distribution system. The project includes a 2.3 MG water storage tank (terminal tank), a 12-mgd booster pump station, three pressure-reducing stations, and approximately 12,000 linear feet of 16-inch to 54-inch diameter water transmission pipelines. The improvements will increase the emergency, operational, fire flow, and potable water storage capacity in the City's system.

The City partnered with the City of Ceres and the Turlock Irrigation District (TID) to form the Stanislaus Regional Water Authority (SRWA). The SRWA has developed the preliminary design of the RSWSP, which includes a new surface water treatment plant located on the Tuolumne River and pipelines to deliver water to the cities of Ceres and Turlock. The RSWSP will provide 15 mgd (initial) and 45 mgd (future) of new surface water supply to the region. The City of Turlock will receive 10 mgd (initial) and 30 mgd (future) of new surface water supply. The new surface water supply will help diversify the City's water supply and reduce its dependence on groundwater.

Task 1.0 – Pre-Construction Services

Task 1.1 – Initialize Contract

Carollo will maintain its existing business license with the City of Turlock and provide the required insurance and other documents as required by the City. Our team will review the bid set of contract documents and will complete the review to become familiar with the design elements and intent prior to start of construction. Carollo will also attend an escrow bid document review meeting and review the contractor's escrow bid documents.

Task 1.2 – Conduct Pre-Construction Conference

Carollo will schedule, coordinate, and conduct one preconstruction conference. An agenda will be prepared in advance to notify attendees of key items for discussion and will be coordinated with the design team. Meeting notes will be prepared and distributed to attendees within 10 days of the conference.

» Task 1 Deliverables

- » Pre-Construction conference agenda and minutes.

» Task 1 Assumptions

- » It is assumed the Construction will start in September 2021.

Task 2.0 – Services During Construction

Task 2.1 – Set Up Documentation System

Carollo will initiate a documentation system using EADOC for this project. EADOC will be used to store all photos, daily reports, design clarifications, change orders, submittals, RFIs, meeting minutes and agendas, and pay applications. A training session will be held for City, designer, and contractor personnel. The system will be tailored to meet the needs of each party and will be maintained by the CM for the duration of the project. After the project is completed, the documentation system will be maintained for the warranty period, then delivered to each party on indexed, searchable digital media.

Task 2.2 – Prepare Contract Administration Manual

A project specific Construction Administration Manual will be created for the project to establish project protocols, communications, and procedures.

Task 2.3 – Manage Construction Time

Carollo will create weekly statements of contract time and post in EADOC. Weekly statements of contract time will include the date, day, and weather conditions, and document if the day is a counted calendar day, weather day, or other day such as a holiday. Any additional days added by change order will be tracked in the weekly statement of contract time.

Task 2.4 – Attend Project Partnering Meetings

Carollo will attend project partnering meetings. The construction manager and lead inspector will attend all project partnering meetings.

Task 2.5 – Manage Field Inspection Personnel

Carollo will provide full-time resident inspection and our CM and/or resident engineer will manage the activities of the field inspection personnel, including the materials testing subcontractor. Our inspectors will prepare daily inspection reports, and summary monthly inspection reports to the City. The construction manager is proposed to be onsite approximately 75 percent of the time.

Task 2.6 – Track Submittals

Carollo will coordinate and manage the shop drawing and submittal review process between the design team and the contractor. All submittals will be handled using the EADOC. Carollo will screen all submittals and determine their completeness before reviewing them or forwarding them to the design team for review.

Task 2.7 – Prepare Field Memos and Clarifications

Carollo will coordinate and manage preparation of field memos and clarifications of drawings and specifications between the design team and the contractor. Memos will be created and handled in EADOC to allow easy tracking of their status and outcome.

Task 2.8 – Track Request for Information

Carollo will coordinate and manage the RFI process between the design team and the contractor. All RFIs will be handled using the EADOC system. Carollo will screen all RFIs and determine their validity before responding to them or forwarding them to the design team for response.

Task 2.9 – Review Monthly Progress Payment Requests

Carollo will evaluate the contractor's monthly progress payment requests and recommend payment by the City if requirements are met. Carollo will compare requested quantities to the actual quantities completed and negotiate the appropriate progress payment request with the contractor.

Task 2.10 – Review Construction Schedule

Carollo will review and approve the contractor's construction schedule, including updates and revisions, in accordance with the contract documents. Carollo's review will focus on key elements such as logic, duration of activities, duration of startup and testing, and construction sequencing constraints and milestones.

Task 2.11 – Review Change Order Requests

Carollo will review change order requests in conjunction with the design engineer to determine changes in scope and conditions. Carollo will prepare independent cost estimates and negotiate with the contractor. Carollo will track and document all force account work as required for City documentation. Carollo will prepare and process approved change orders and incorporate them into the contract. A log will be prepared for tracking all potential change orders and agreed-upon change orders.

Task 2.12 – Resolve Conflicts and Support City and Design Engineer with Claim Proceedings

Carollo will work with all parties involved to resolve potential conflicts before they become an issue. All items that have the potential to result in a claim will be identified and assigned to a risk table. Carollo will routinely review the risk table with City staff to update them on potential resolution, cost assessments, and potential project completion impacts. Carollo will mitigate and negotiate all claims at the lowest level possible with the contractor, design engineer, and City personnel.

Task 2.13 – Review Labor Compliance

Carollo will monitor project records and review labor compliance of the contractor. Labor compliance interviews with field staff can be performed as required by the City. Carollo will work with the contractor to correct any deficiencies found and report status to the City. This task includes confirmation that the contractor is uploading certified payroll into the DIR website, spot checking certified payroll, and maintaining electronic records of the certified payroll as required.

Task 2.14 – Conduct Weekly Progress Meetings

Carollo will coordinate weekly construction progress meetings between CM, design team, City, and contractor. Meeting agendas will be provided, as well as follow up with meeting minutes within one week to document all meetings.

Task 2.15 – Conduct Final Inspection and Issue Punchlists

Carollo will schedule and conduct a final inspection of the completed facilities and issue punch lists of uncompleted items where necessary. Carollo will also assist the City in negotiation of unsettled changes or disputes associated with these inspections. When the final punch list items have been completed or resolved, Carollo will recommend acceptance by the City.

Task 2.16 – Document Existing Site Conditions

Carollo will review the contractor's documentation of the existing conditions and also prepare video and photographic records of initial site conditions before the contractor begins construction. Video documentation will be accompanied by a verbal description of existing conditions. A copy of the video and photographic documentation will be provided to the City.

Task 2.17 – Provide Construction Inspection and Structural Observation

Carollo will provide a full-time qualified inspector to monitor the contractor's compliance with the contract documents for all aspects of the project. This includes demolition, equipment installation, excavation and backfill, paving and grading, pipe installation, tank construction, conduit and duct bank installation, concrete and rebar installation, CMU building construction, tie-ins to existing pipe, and structural metals. Inspectors will keep a daily report on the work that was completed and will notify the CM immediately of any deficiencies in work. Construction inspection will include a full-time inspector during construction, and an additional inspector during the offsite pipeline construction. Carollo's CM, a registered civil engineer, will provide structural observation as required per Section 01455 of the Specifications.

Task 2.18 – Monitor Contractor's Compliance with Contract Documents

Carollo will review and monitor the contractor's work against the contract documents to ensure compliance. Carollo will report any non-conformances and deficiencies to the City and contractor and will work with the contractor to correct these deficiencies in a timely manner to the satisfaction of the City. This includes compliance with the work restrictions as described in Section 01140 of the Specifications.

Task 2.19 – Monitor Contractor's Compliance with SWPPP Requirements

Carollo will maintain a copy of the SWPPP requirements and monitor the contractor's compliance against these requirements. Carollo will review the permit registration documents, review reports submitted by the contractor, and review the effectiveness of the BMPs placed by the contractor. Carollo will periodically inform the City and contractor of compliance status and recommend a course of action to the City and contractor if these requirements are not being met.

Task 2.20 – Coordinate with Utility Owners

Carollo will coordinate contractor's work with other utility owners. This includes setting up coordination meetings as needed with other utility owners to coordinate crossings or required shutdowns.

Task 2.21 – Monitor and Review Record Drawings

Carollo will monitor and coordinate the contractor's recording and maintenance of field changes to plans and specifications during construction on a monthly basis, or more frequently as required. At the 50, 75, and 90 percent project completion levels, Carollo will perform a review of the contractor's working record drawings for general completeness and advise of status. Carollo will approve progress payments beyond 90 percent completion contingent upon the acceptability of the working record drawings.

Task 2.22 – Prepare Monthly Project Reports

Carollo will prepare a monthly report for the City detailing the construction progress along with photographs of the work. The report will contain a description of work performed, upcoming milestones, the original contract cost, a log of expenditures to date and a forecast of upcoming payments, a log of change orders executed and potential changes, the baseline schedule milestones, current milestones, percent of schedule elapsed, design clarifications issued, any disputes or claims that are pending, any failed material testing results and correction plan of action, upcoming work to be completed in the following month, and 10-30 photos of the work completed during the month.

Task 2.23 – Conduct Public Outreach

Carollo has teamed with KMP Strategies LLC, to assist with public outreach for this project. KMP will coordinate with City for digital outreach including updating the City website. A dedicated email and phone number will be established to field all project-related inquiries. Business cards and signage around the area will have this contact information listed. An introductory letter will be developed, printed, and mailed to all property owners and residents within 500-feet of the project. There will also be two open houses held to discuss the project with residents. Digital signs will be used prior to construction to provide outreach and information on the project. KMP will coordinate closely with the City and Carollo to streamline and make the best use of public outreach. .

► Task 2 Deliverables

- » Electronic Copy of EADOC files will be provided at the completion of the project.

► Task 2 Assumptions

- » It is assumed the duration of construction will be 25 months, 18 months for construction, and the last 7 months will be part-time inspection and management, as there will be reduced construction activities during startup.
- » The description of work under "Background" is the extent of this project.
- » It is assumed that field offices, utilities, and field equipment will be supplied by others.
- » The following assumptions were made, The construction manager will be on project 75 percent of the time. Staff will include one full-time inspector and two full-time inspectors for eight months during pipeline installation, with part-time CM oversight to assist with schedule review and claim review.

- » KMP Strategies, LLC will provide public outreach for the project.

➡ Task 3.0 – Materials Testing and Special Inspections

Task 3.1 – Conduct Material Testing and Special Inspection

Crawford and Associates, a materials testing laboratory, will be hired by Carollo to take quality assurance samples during construction and report to Carollo. Testing results will be monitored for compliance with the contract documents. Discrepancies will be noted and the contractor will be directed to make necessary corrections. Testing includes subgrade, aggregate base, and asphalt concrete compaction testing, concrete and grout testing, and high-strength bolting inspection.

Task 3.2 – Manage Design Engineer Site Visits

Carollo will coordinate closely with the design team and schedule all critical special inspections that the design team is required to perform under the ESDC project.

► Task 3 Deliverables

- » Testing reports from Crawford.

► Task 3 Assumptions

- » It is assumed the duration of the project will be 25 months, with 18 of those months being actual construction
- » The description of work under "Background" is the extent of this project.
- » Environmental and biological monitoring is not included in this scope and fee.
- » Property acquisition assistance is not included in this scope and fee.

➡ Task 4.0 – Startup and Testing

Task 4.1 – Field Test Results and O&M Manuals

Carollo will witness all field tests of equipment as described in the specifications and the vendor documentation. Carollo will use test report forms as supplied by the vendors and the designer. Where no report forms are available, Carollo's in-house test forms with input from the designer and vendors will be used. All test reports will be filed with the equipment O&M manuals. All vendor O&M manuals will be reviewed for completeness, including all recommended maintenance procedures, calibration requirements, and spare parts lists.

► Task 4 Deliverables

- » Test reports.

► Task 4 Assumptions

- » The description of work under "Background" is the extent of this project.



Pending Claims and Litigation

Carollo has been involved in the following litigation within the past five years arising out of our firm's performance of professional services:

2016

- Carollo and a client were both the subject of a civil lawsuit filed by the construction contractor on a water supply project related to the construction contractor's claim of changed subsurface conditions. Carollo was subsequently dismissed from the lawsuit.

2017

- Carollo was brought into a lawsuit between a client and the construction contractor claiming project delays related to the construction of a new wastewater treatment plant. Carollo denies responsibility for any of the claims. The lawsuit is in progress.

2018

- Carollo, the construction contractor, and a client were the subject of a lawsuit filed by property owners along a sewer interceptor realignment project where construction operations extended beyond the originally projected construction completion date. The matter was submitted to mediation and thereafter settled with no admission of fault by Carollo.

2019

- Carollo and several other large water engineering firms doing business in Florida were sued by a private citizen who has a history of suing governmental entities (i.e., his most recent lawsuit was against the Federal Reserve). The overall allegations of the citizen center around claims that Carollo was working with the other noted water firms to hide an alleged underground water source on the plaintiff's/citizen's property from our Florida clients. The lawsuit was dismissed.

2020

- Carollo and their joint venture partner were the subject of a lawsuit filed by a client related to tank corrosion as part of a design-build project completed in 2005. Carollo denies responsibility for any of the claims. The lawsuit is in progress.



Labor Estimate

Carollo has carefully reviewed your Surface Water Distribution System Improvements Construction Management RFP and summarized our estimated level of effort based on our work as the designer for this project, our discussions with you, and our experience on similar projects.

TASK NO. AND TASK DESCRIPTION	CAROLLO					TOTAL LABOR HOURS
	PIC - DARREN BAUNE	CM OVERSIGHT - SAM HAWKINS	CM - RYAN SELLMAN	ASSISTANT CM/ INSPECTION - JACOB TEJERAS	PIPELINE INSPECTION - JOE JUNEAU	
TASK 1.0 Pre-Construction Services	8	16	24	24	20	84
TASK 2.0 Services During Construction	92	431	2,437	3,374	1,250	7,492
TASK 3.0 Materials Testing and Special Inspection	8	40	80	140	80	340
TASK 4.0 Startup and Testing	40	40	120	160	10	330
TOTAL	148	527	2,661	3,698	1,360	8,246

Legend:

PIC	Principal-In-Charge
CM Oversight	CM Assistance as needed/Scheduling
CM	Construction Manager
Asst CM/Inspection	Assistant Construction Manager/Resident Inspector
Pipeline Inspection	Pipeline Inspector



Exceptions to Standard Agreement

Carollo requests the following modifications/additions to the City of Turlock's Standard Agreement provided in the RFP.

Section 18

(see Section 19 of our last contract)

Add the following to the end of the first paragraph:

- » Documents, including drawings and specifications, prepared by Professional pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Professional for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Professional.

Add the following to the end of the 4th paragraph:

- » Notwithstanding the foregoing, Professional shall be entitled to keep one (1) copy of any material that Professional used, relied upon and/or incorporated into any deliverables hereunder. Professional shall hold all such retained information in accordance with the terms of Section 14 hereunder.

Section 26

(see Section 27 of our last contract)

Add the following to the end of the paragraph:

- » In no event shall the cost to defend charged to Professional exceed Professional's proportionate percentage of fault."

Section 27

(see Section 28 of our last contract)

Add the following to the end of the paragraph:

- » Additionally, Professional shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, or for acts and decisions of third parties, including governmental agencies, other than Professional's subconsultants, that impact project completion and/or success.

New Sections 53 through 57

(see Sections 34, 55, and 56 of our last contract related to Sections 53, 54 and 55 below)

Add new Sections 53 through 57 to the end of the agreement:

- » **53. City-Provided Information and Services.** City shall furnish Professional available studies, reports and other data pertinent to Professional's services; obtain or authorize Professional to obtain or provide additional reports and data as required; furnish to Professional services of others required for the performance of Professional's services hereunder, and Professional shall be entitled to use and rely upon all such information and services provided by City or others in performing Professional's services under this Agreement.
- » **54. Estimates and Projections.** Professional has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the way City's plant(s) and/or associated processes are operated and/or maintained. Data projections and estimates are based on Professional's opinion based on experience and judgment. Professional cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by Professional and Professional will not be liable to and/or indemnify City and/or any third party related to any inconsistencies between Professional's data projections and estimates and actual costs and/or quantities realized by City and/or any third party in the future, except to the extent such inconsistencies are caused by Professional's negligent performance hereunder.
- » **55. Third Parties.** The services to be performed by Professional are intended solely for the benefit of City. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.

» **56. Contractor's Indemnification and Insurance.** The parties agree that Professional shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from the construction contractor's performance of work including injury to any worker on the job site. Additionally, Professional shall be named as additional primary insured(s) by the construction contractor's General Liability and Builders All Risk insurance policies without offset and be included in any waivers of subrogation, and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

» **57. Contractor's Means, Methods and Safety.** Professional shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by construction contractors or the safety precautions and programs incident to the work of construction contractors and will not be responsible for construction contractors' failure to carry out work in accordance with the contract documents."



Appendix - Resumes





Ryan M. Sellman, P.E.

Ryan Sellman's experience includes infrastructure design in both water and wastewater, wastewater process design, civil design, facility planning, and construction management/inspection.

Education

BS Civil Engineering,
University of the Pacific,
2007

Licenses

Civil Engineer, California

Certification

Certificate, C2 Excavation
Safety R2, ClickSafety,
2013

Certificate, C2 Cal
Confined Spaces for
Construction, ClickSafety,
2013

Certificate, C2 Confined
Spaces, ClickSafety, 2013

OSHA 30-Hour
Construction

Professional Affiliations

Water Environment
Federation

California Water
Environment Association

Design Build Institute of
America (DBIA)

Relevant Experience

→ Owner liaison for the City of Turlock, California, Surface Water Distribution System Improvements. A cooperative effort with the City of Ceres, Turlock Irrigation District, and the Stanislaus Regional Water Authority, the involves delivery of up to 10 mgd of surface water to Turlock, with a future phase allowing delivery of up to 30 mgd. Improvements include approximately 9,000 feet of 24 to 42-inch-diameter transmission main, a 2.5-MG storage reservoir, a 10-mgd (expandable to 30 mgd) booster pump station, associated SCADA facilities, and other ancillary facilities.

→ Project engineer and construction manager for the design and construction of the City of Turlock, California, Secondary Clarifier No. 5 and Denitrification Project, which converted seven aeration basins to achieve denitrification of the plant effluent to meet the new discharge permit limit limits. Work included administering the construction contract, document management using EADOC, leading progress meetings, providing response to RFIs, providing shop drawing reviews, preparing change orders, preparing punch lists, leading start-up and training, updating the O&M manual, providing design clarifications, and preparing monthly progress reports.

→ Resident engineer/construction manager for the City of Turlock, California, Headworks and Secondary Expansion Project. The project included the addition of a new 40-mgd headworks including; screening, washing, and compacting equipment; a new influent pumping station using trench-style, self-cleaning wet well design; and two nitrifying aeration basins and a blower building to provide a 20-mgd nitrification capacity to this regional treatment facility. The project also included a new digester floating cover and equalization basin cover.

→ Resident engineer/construction manager for the City of Turlock, California, Harding Drain Bypass Pump Station and Pipeline

Project. The project included the addition of a new 22-mgd pump station, 48-inch diameter microtunnel, six miles of 36-inch steel pipe, levee crossing, and a River outfall. The project pumped the treated effluent from their gravity discharge to the San Joaquin River.

→ Resident engineer for the City of Modesto, California, Phase 2 BNR/Tertiary Treatment Project. This 12.6 mgd project included a primary effluent pump station, rotary drum fine screens, three new nitrifying/denitrifying aeration basins, turbo blowers, mixed liquor fine screens, six membrane bio reactors, 80 mgd RAS pump station, In-Channel UV system, and an effluent and utility water pump station.

→ Project manager/resident engineer for the City of Modesto, California portion of the North Valley Regional Recycled Water Program Owners Agent services. The project consisted of a 32 mgd rehabilitated pump station, 2,800 LF 42-inch HDD river crossing, 6 miles of 42-inch diameter pipe, a jack-and-bore under a highway and rail road, and a discharge into the Delta Mendota Canal. Carollo provided the Design Build RFQ, RFP, and assisted the City in selecting a design-build firm. During the design and construction phase Ryan worked closely with the City and DB team, and provided construction oversight and inspection during the construction phase including change order review, pay application review, design review, submittal and RFI responses, coordination with permitting agencies and daily, monthly, and quarterly reporting on the project to the City of Modesto.

→ Permitting/liaison for the North Valley Regional Recycled Water Program Pipeline Design for the City of Turlock, California. The project includes the final design of 7.1 miles of 42-inch, welded steel pipe, three trenchless micro-tunnel crossings, a flow control facility, and ancillary facilities.

Ryan M. Sellman, P.E.

→ Design engineer for the City of Modesto, California, Carpenter Road Relief Trunk, which included a Basis of Design Report to evaluate different alternatives to provide relief to the City's Emerald Road Trunk, which surcharges during storm events. The routing that is going into preliminary design saved the City over \$10,000,000 from what was shown in the Master Plan. Duties included finding possible alternatives and evaluating the alternatives based on cost and qualitative properties to determine the best alternative for the City.

→ Project engineer for the Dublin San Ramon Services District, California, Pump Station 4B and Watermain to Schaefer Ranch. The project included a new 700-gpm pump station with pressure reducing valves, demolition of the existing pump station and hydro pneumatic tank, and over 4,000 feet of 8-inch C900 PVC water main to connect Zone 3 and Zone 4.

→ Design engineer for the City of Modesto, California, Industrial Tank 13 and Pump Station. The project included a 4-MG concrete reservoir and a 12-mgd pump station with hypochlorite injection and a backup generator. Duties included layout of the pump station and design of the four horizontal split case pumps, altitude sustaining valve, piping, bridge crane, HVAC, hypochlorite tank and pump, and layout of the concrete tank.

→ Project engineer for the City of Simi Valley, California, FY 2010-2011 Sanitation Sewer Trunk Rehabilitation Capital Improvements. The project included four separate projects totaling over 9,000 feet of sewer line rehabilitation using cured-in-place pipe (CIPP). The original pipe material was either RCP or VCP gravity sewer. Duties included bypass pumping layout and design, CIPP design drawings and specs, CCTV review, utility coordination, and coordination with traffic control.

→ Project manager for engineering services during construction for the City of Sunnyvale, California, Water Main Replacement 2011. The project included approximately 1,200 feet of 8-inch diameter PVC C900 CL 200 pipe and 3,400 feet of 6-inch diameter PVC C900 CL 200 pipe. The pro-

ject also included replacement of over 130 existing service laterals, multiple connections to existing waterlines using hot taps, and installation of more than 10 fire hydrants and laterals.

→ Project engineer for the Monterey County, California, San Jerardo Cooperative Water System Improvements engineering services during construction. New facilities include a groundwater well 475 feet deep with a capacity of 250 gpm; 12,000 feet of 6-inch diameter water transmission main; and a core storage and distribution system. The core system is comprised of a 285,000-gallon storage reservoir, a 1,500-gpm diesel engine-driven fire pump station, a 120-gpm booster pump station, and related appurtenances.

→ Design engineer for the City of Santa Clara, California, Sewer Improvements (Monroe Street, Chromite Drive, Machado Avenue, and Nobili Avenue). The project included removing approximately 9,300 feet of existing sewers ranging from 10 to 18 inches in diameter and constructing new 12-inch to 24-inch sewers.

→ Design engineer for the Nevada Irrigation District, California, Elizabeth George-Loma Rica Intertie Pump Station. The project consisted of an 1800-gpm pump station with three vertical turbine pumps, a 150-kW propane backup generator, and a flow meter. Duties included pump sizing, pump station sizing, civil paving and grading layout, piping layout, HVAC design, and coordination with structural, architectural, electrical, and instrumentation for the pump station.

→ Project engineer for the South Tahoe Public Utility District, California, Lake Tahoe Boulevard 12-inch Steel Waterline Replacement. The project consists of over 6,300 feet of 12-inch water transmission pipeline. The District wanted to have the project bid using three different alternatives, which included remove and replace with PVC or DIP, pipe burst with fusible PVC, or use a CIPP with full structural replacement. Duties included developing a layout of the waterline and working with all alternative methods to provide specifications and costs for the project.



Darren G. Baune, P.E.

Darren Baune is an Associate Vice President and project manager and joined Carollo Engineers in January 2004. Since that time, his work includes experience in all phases of design and construction of drinking water and wastewater treatment facilities, large pump stations ranging from 20 to 160 mgd, and large diameter pipelines.

Education

MS Civil Engineering,
Montana State University,
2003

BS Civil Engineering,
Montana State University,
2001

Licenses

Civil Engineer, California,
Nevada

Professional Engineer,
Hawaii

Professional Affiliations

American Society of Civil
Engineers

American Water Works
Association

Chair of AWWA
Cal/Nevada Engineering
and Construction
Committee

Bay Area Water Works
Association

Relevant Experience

→ Project manager for Phase 1 of the Surface Water Distribution System Improvements Project for the City of Turlock, California. Phase 1 of the Project includes the preliminary design of a 2.5 MG reservoir, booster pump station, hydraulic modeling, distribution system improvements, and overall Program Management services. The purpose of the Project is to incorporate 10 mgd (initial) and 30 mgd (ultimate) of a new surface water supply from the Stanislaus Regional Water Authority (SRWA) into the City's potable water distribution system.

→ Design manager for final design of the Harding Drain Bypass Pump Station and Pipeline Project Construction Phase for the City of Turlock, California. The Project includes a new pump station with 22 mgd of final effluent pumping capacity, 6 miles of 36-inch welded steel piping, a 48-inch diameter microtunnel, a junction structure for connection to the existing discharge facilities, installation of piping through the San Joaquin River levee, and an outfall structure for discharge to the San Joaquin River. Specific responsibilities included final design, update of the design to current codes, coordination of the pipeline easements, and management of the design team.

→ Project manager for engineering services during construction and construction management of the Harding Drain Bypass Pump Station and Pipeline Project for the City of Turlock, California. Specific responsibilities included management of the engineering services during construction, claim review, attendance of critical construction meetings, review of critical submittals and request for information, management of subconsultants and responses to all request from the City of Turlock and the Contractor.

→ Project manager for the North Valley Regional Recycled Water Program for the City of Turlock, California. The project includes the final design of 7.1 miles of 42-

inch, welded steel pipe, three trenchless micro-tunnel crossings, a flow control facility, and ancillary facilities. Construction cost is \$27.7 million. The design was completed in July 2018 and construction will be completed in September 2019.

→ Project manager during the preliminary design phase for the North Valley Regional Recycled Water Program for the City of Modesto, California. Highlights of the \$80 million project include design of a retrofitted 30-mgd recycled water pump station with 3 - 1,000 horsepower pumps, 12 miles of 42-inch-diameter pipeline that includes more than 2,800 feet of horizontal directionally drilled construction beneath the San Joaquin River, micro-tunneling beneath a Caltrans highway and a discharge structure to the Delta-Mendota Canal.

→ Project engineer for the Modesto River Trunk Realignment Project. Modesto, California. The project includes final design of a 40-mgd wastewater lift station with five submersible pumps. The pump station is 100 feet deep, 60 foot diameter, and the wetwell was designed to be pressurized during emergency conditions. The project also includes the following large diameter pipelines: 1500 feet of 48 inch diameter micro-tunneled pipe, dual 30/42" HDPE discharge force mains, and 48" diameter gravity sewer to deliver wastewater to the City of Modesto's Sutter Wastewater Treatment Plant.

→ Design manager for the design and engineering services during construction of the Middle River Intake Project (MRIP) Construction Phase for the Contra Costa Water District (CCWD), California. The MRIP provides CCWD with 162 mgd of raw drinking water pumping capacity from the Sacramento-San Joaquin River Delta. The MRIP also improves delivered water quality, operational flexibility, and creates a net benefit to the Delta fisheries by relocating screened intakes and changing the timing of diversions.

Awards

Water/Environment, Best Project – Northern California. Santa Clara Valley Water District's Penitencia Seismic Retrofit Project July 2018, Engineering News Record (ENR)

Water/Wastewater Project of the Year Award, Contra Costa Water District, September 2010, Middle River Intake Project American Society of Civil Engineers

Darren G. Baune, P.E.

The MRIP comprises three projects: the set-back levee and sitework, intake and pump station, and conveyance pipeline. The set-back levee project included a clay core levee and 200,000 cubic yards of earthwork. The conveyance pipeline project included a three-mile, 72-inch pipeline and a 90-foot-deep tunnel crossing under the Old River.

→ Project manager for the Preliminary and Final design of the Replacement of the Casa Loma Siphon Barrel No. 1 Project for the Metropolitan Water District of Southern California (Metropolitan) in Los Angeles, California. Metropolitan initiated the Project to improve the seismic resilience at the Casa Loma Fault crossing. The Casa Loma Siphon Barrel No. 1, a part of the Colorado River Aqueduct, is a 148 inch diameter pipeline that's critical to Metropolitan's raw water delivery.

→ Project manager for final design and engineering services during construction of the \$21.5 million Penitencia Force Main and Penitencia Delivery Main Seismic Retrofit Project for the Santa Clara Valley Water District, California. The project included final design of a pipeline/landslide crossing of 60-inch, 66-inch, and 72-inch diameter critical water supply/delivery pipelines near the Penitencia WTP. The pipelines cross from a stable geologic zone onto the slow-moving Penitencia Creek Landslide (Landslide) near the Penitencia WTP.

→ Project manager for the East Amador Trunk Sewer and East Amador Relief Sewer (EARS) collection system hydraulic modeling for the City of Pleasanton, California. The project updated the City's collection system hydraulic model to InfoSWMM and modeled the collection system to size the new EARS pump station. The hydraulic modeling was the first phase in designing the new EARS self-cleaning type wet well pump station, which is required to activate the EARS pipeline.

→ Project manager for the design of the East Amador Relief Sewer (EARS) Pump Station and Dublin Trunk Project for the City of Pleasanton and Dublin San Ramon Services District (DSRSD), Pleasanton, California. The EARS Pump Station is required to activate

the East Amador Trunk Sewer, which will relieve flow on the EARS Pipeline and provide O&M benefits to the City. The EARS Pump Station design will include a 2.5-mgd submersible sewer pump station, electrical building, and ancillary facilities. The Dublin Trunk Project includes design of approximately 1,000 feet of 42-inch-diameter pipeline (open-cut) and an additional 600-foot trenchless (tunnel boring) section.

→ Project manager for the Water Supply and Distribution System Facilities Improvement project for the City of Pleasanton, California. The project includes an assessment of nitrification in the distribution system, well condition assessment, and residual control system pilot at the Foothill Tank.

→ Project engineer for specific tasks related to the Modesto Irrigation District, California, Phase 2 Expansion project. Specific responsibilities included design of modifications to the ozone gas supply system for the ozone contactors. The design separated the stainless steel piping system for the mixing air and ozone supply. The original design caused significant fouling and poor performance in the ozone contactors. The system modification was developed onsite in collaboration with the Contractor and Owner.

→ Project engineer for final design of the Groundwater Demineralization project for the Alameda County Flood Control and Water Conservation District Zone 7 Water Agency, Livermore, California. The design included raw water conveyance piping and a new 7.7-mgd reverse osmosis membrane facility to remove total dissolved solids from the groundwater supply.

→ Project engineer/manager for the San Francisco Public Utilities Commission, California, Northshore Pipeline project, San Francisco, California. The project included preparation of a feasibility report to review potential alignments for the Northshore Pipeline. The Northshore Pipeline Project may include 3,500 feet of 42-inch HDPE pipe installed in an area of the City with numerous existing utilities via trenchless construction methods.



Education

A.S., Applied Science in Logistics, Community College of the Air Force, 2010

Certifications

Confined Space Entry, 2017

Jacob Tejeras

Jacob Tejeras has 18 years of varied experience including six years in the United States Air Force. He has experience as wastewater electrical contractor project manager in which he successfully identified, estimated, packaged, and negotiated contract change orders \$14 million annually. Representative experience includes:

Relevant Experience

→ Construction inspector for the City of Turlock, California, Secondary Clarifier No. 5 and Denitrification Project, which converted seven aeration basins to achieve denitrification of the plant effluent to meet the new discharge permit limit limits. Work included administering the construction contract, document management using EADOC, leading progress meetings, providing response to RFIs, providing shop drawing reviews, preparing change orders, preparing punch lists, leading start-up and training, updating the O&M manual, providing design clarifications, and preparing monthly progress reports.

→ Construction inspector for the El Dorado Irrigation District, California, Folsom Lake Improvement project. The \$43 million project included replacement of most of the pumps and intake piping extending into Folsom Lake. Work included coordination of the project schedule to accommodate limited shutdown windows and in-water restrictions, collaboration/coordination with the plant's operations group for the pump station shutdowns, and installation of temporary pumps to allow work on the existing facility.

→ Construction inspector for the Union Sanitary District, California, Wastewater Treatment Plant Primary Digester No. 7, which increased reliable digester capacity, improved efficiency, and provided flexibility for the future cleaning, rehabilitating, and replacing of existing digesters. Managed significant project challenges, including installing temporary bypass systems to maintain operations while completing the work, managing the contractor and subcontractors for a full plant power outage to install contract electrical tie-ins, and implementing temporary bypass of the digester gas system for the contract gas tie-in without disruption of service.

→ Construction inspector for the Pinole-Hercules Water Pollution Control Plant Upgrade for the City of Pinole, California. This \$43 million project included space and scheduling challenges to construct new process facilities within the footprint of the existing plant in three phases: new headworks and grit removal, solids handling, primary clarifiers improvements, one new primary clarifier, three new secondary clarifiers, new chemical storage facilities, expanded chlorine contact basin and expanded aeration basins. Carollo is providing third party construction management including resident engineering, inspection, start-up and testing, and special inspection materials testing services.

→ Project engineer for the Contra Costa Water District, California, On-Call Construction Management Services. Assisted in on-call construction management services for the District Capital Improvement projects including the On Call-Midhill/County Club Pump Station. Work has included constructability reviews, cost estimating, change order negotiation, and schedule analysis. Projects include canal replacement treatment plant upgrades, pipeline replacement, and canal screen upgrades.

→ Onsite electrical representative for Sacramento Regional County Sanitation District, California, Tertiary Treatment Facilities (TTF). The TTF project, as part of the Echowater Program, provides filtration and disinfection of secondary effluent to a level equivalent to Title 22 requirements for tertiary disinfected recycled water for unrestricted reuse. Tertiary facilities include a 330-mgd filter influent pump station, 217 mgd of granular media filters, backwash equalization and treatment, chemical feed systems, covered disinfection contact basin, and a new area control center.

→

Jacob Tejeras

→ Electrical project manager for the Delta Coves Chemical Feed Facility for the Diablo Water District, California. The \$5 million project was a ground-up build that consisted of a new chemical feed facility, control panels, communication systems, CCTV, security, motors and pumps, and instrumentation.

→ Electrical project manager for the Trickling Filter Systems Upgrade for the Monterey Regional Water Pollution Control Agency, California. The \$1.7 million upgrade included installation of a new rotary distributor system. Additional features included supplying power and control to the new trickling filtration systems, and replacing the motor control centers, local control panels, and data communication systems.

→ Electrical project manager for the Wastewater Treatment Plant Upgrade for the City of Shasta Lake, California. The \$25 million upgrade included replacement of the mechanical bar screen with a smaller diameter screen, and modifications to the Headworks splitter box to add an overflow weir to divert flows to the SRS equalization basin. Additional upgrades included a new submerged pump station, three new aeration basins, magnesium hydroxide feed system, UV disinfection facility, an additional secondary clarifier, and rehabilitation of the two existing clarifiers.

→ Electrical project manager for Solids Handling Upgrades for the City of Petaluma, California. The \$20.6 million upgrade included expansion and improvements of the existing wastewater and solids handling facilities at the Petaluma Plant. The work included two new digesters, hot water system, sludge storage tanks, gravity belt thickener, sludge pumps, and screw press conveyor. Scope of work also included site works, roadways, site drainage and erosion control, site piping, electrical work, instrumentation and control.

→ Electrical contractor for the Marina Coast Water District, California, Urban Water Augmentation Project CM. The project involved installation of a 2-MG steel water storage tank and more than 8 miles of recycled water pipeline. Part of the Pure Water Monte-

rey Program, the project provides operational flexibility and promotes sustainable recycled water use by storing and conveying recycled water to injection wells to recharge local aquifers.

→ Electrical project manager for the Advanced Water Purification Facility and Product Water Pump Station Project for the Monterey Regional Water Pollution Control Agency, California. The \$80 million project included expansion and improvement of the existing WWTF including construction of a below-grade pump station and diversion structure. Project elements included chemical feed and storage facilities, MBR, RO, UV-AOP, and effluent pump station.

→ Electrical project manager for the \$7 million Thickening Improvements project for Silicon Valley Clean Water in Redwood City, California. The project included expansion and improvements to the existing wastewater and solids handling facilities at the SVCW plant. The work included a new sludge dewatering and loadout, new odor control system, electrical switch and transformers, diesel standby generator, demolition and construction of BFP feed pumps, site work, roads, site drainage, erosion control, site piping, electrical work, instrumentation, and controls.

→ Electrical project manager for the Millers Ranch Treatment Plant Upgrade for the South Feather Water and Power Agency in Oroville, California. The \$16 million upgrade expanded treatment capacity from 14 to 21 mgd, and included modification to the raw water pump station with a new feed pump and in-line jet mixing system; addition of new adsorption clarifiers for pretreatment; and expansion of solids handling facilities.

→ Wastewater electrical contractor project manager experienced in various aspects of project management including submittal review, coordination of design-build projects. RFI review, issuance of contracts, and SOV and billing. Managed 15 different projects in various contract stages valued at a combined \$41 million.



Education

General Studies

Training

- Mining Safety Training Program
- LEED Green Associate Instruction

Licenses

B2 Contractor, Nevada

Nevada Division of Safe Drinking Water D-1

Nevada Division of Safe Drinking Water T-1

Commercial Driver - Tanker and Triple Endorsed

Certification

30 Hour OSHA Certification

Ovila (Joe) A. Juneau

Joe Juneau is a construction manager who collaborates well with architects, owners and construction staff. He has 30 years in the trade which provides a diverse and comprehensive knowledge, from heavy structural to an eye for fine finish work in a variety of materials.

Relevant Experience

→ Inspector for the Secondary Clarifier No. 5 and Denitrification CM Services project for the City of Turlock, California. The project includes construction management for a new (fifth) secondary clarifier at Turlock's Regional Water Quality Control Facility and the conversion of existing aeration basins to achieve denitrification. Responsibilities included field inspections.

→ Inspector for the Union Sanitary District, California, Digester No. 7 Construction Management Project. The project included construction management services to implement recommendations for rehabilitation and repair of an existing digester.

→ Inspector for the Pinole-Hercules Water Pollution Control Plant Upgrade for the City of Pinole, California. This \$43 million project included space and scheduling challenges to construct new process facilities within the footprint of the existing plant in three phases: new headworks and grit removal, solids handling, primary clarifiers improvements, one new primary clarifier, three new secondary clarifiers, new chemical storage facilities, expanded chlorine contact basin and expanded aeration basins. Responsibilities included field inspections.

→ Onsite structural observer for the City & County of San Francisco, California, South East Water Pollution Control Plant SEP 020 Headworks ESDC. The new headworks will improve the treatment efficiency of screening and grit removal, while maximizing the control of odors. The replacement headworks design has a capacity of 250 mgd and includes influent diversion, bar screens, screenings handling, grit basins, grit handling, primary flow splitting, odor control scrubbers, and an electrical building. A two-stage system was designed with modular unit construction consisting of a biological scrubber as the first stage followed by a carbon scrubber as the second stage. Re-

sponsibilities included overseeing identification and repair of anomalous pile.

Previous Experience

→ Superintendent for KW Western in Reno Nevada. Worked on commercial and retail projects from 2017 to 2019.

→ General contractor for Algoma Construction, Nevada. As part of his position with Algoma, he conducted weekly production/operations duties to include contractor meetings, facilitating stronger communication and the ability to resolve critical issues. He also performed regular job site observations providing direction for all general contractor personnel and conducted all critical pre-installation conferences with general contractors, subcontractors, consultants and manufacturers' representatives. Some projects completed with Algoma include:

- Concluded a \$6 million, 80,000 sq. ft. indoor luxury equestrian facility in a dual position of owner's rep supervising Miles Construction and performing general contracting duties.
- Permitted and operated a public water system in Palomino Valley, Nevada.

→ Superintendent for Silver State Masonry, Nevada. He managed the field activities of 46 structural and concrete flatwork crews and filled labor gaps. He also determined the project schedule, which included the sequence of all construction activities.

→ Foreman for the Slayden Construction Group, Oregon. For Slayden, he prepared and followed all punch lists as the lead carpenter for the following projects:

- Tahoe Truckee Water Reclamation Plant Expansion, Tahoe Truckee Sanitation Agency, California.
- Sugar Bowl, Mt. Judah Condominiums, Truckee, California.

Ovila (Joe) A. Juneau

- Lassen National Park Welcome Center, California. This was an LEED Gold Project.

→ Owner of Juneau Construction in Mammoth Lakes, California. He provided contracting extensively for Mammoth Mountain Ski area, including Top Gondola station, lift shacks which consisted of a mixed media structure with log, iron and architectural components. Additionally he obtained building and specialty permits from local jurisdictional agencies, reviewed plans and specs during the schematic design of pre-construction, and contracted with Los Angeles Department of Water and Power for the re-watering of the Owens River Gorge.



Sam Hawkins, CCM

Sam Hawkins is a construction manager with more than a decade of experience in the engineering and construction management industry. He has held a variety of roles ranging from inspector to construction manager on nearly \$250 million worth of projects. He is adept at representing the client from the beginning of the construction phase through start-up and closeout and works to foster communication and collaboration through-out the life of the project. Sam has tackled complicated projects across the water and wastewater spectrum. His technical experience includes treatment plant expansion as well as pipeline and pump station projects. He has overseen projects through densely populated areas as well as remote, environmentally sensitive regions and waterways. He is competent with a multitude of construction programs including EADOC, Primavera P6, MS Project, Procore, etc.

Education

BS Engineering and Management, Clarkson University

Training

- Certificate, Pilot Tube/Microtunneling, Colorado School of Mines
- Certificate, Ground Improvement in Underground Construction and Mining, Colorado School of Mines
- Course 102:P6 Basic, Oracle University

Certifications

Certified, Construction Manager, CMAA

30-hour OSHA Construction

Confined Space Certification

LEED AP – US Green Building Council

Various Construction Inspection Certifications

- Reinforced Concrete Special Inspection, ICC
- Public Infrastructure Inspector, APWA
- Concrete Field Testing Technician, ACI

Relevant Experience

→ Construction management advisor for the Secondary Clarifier No. 5 Denitrification CM Project, City of Turlock, California. Provided CM services for a Carollo design of a new secondary clarifier at Turlock's Regional Water Quality Control Facility. This \$18 million project also converted seven existing aeration basins to achieve denitrification of the plant effluent to meet the new discharge permit limit for nitrate plus nitrite of 10 mg/L (as N). Sam's responsibilities included supporting the on-site CM staff, performing schedule review and analysis, change order and claim examination as well as on-site jobsite coverage.

→ Oversight construction manager for the El Dorado Irrigation District Folsom Lake Pump Station Improvements Project. The \$36 million project consists of a full electrical rehabilitation and replacement of two-thirds of the existing pumping system that acts as the main source of water for the El Dorado Hills region. Sam's responsibilities include schedule review, claim avoidance, and project management.

→ Construction management project manager for the Union Sanitary District Digester No. 7 Project. Sam is overseeing the \$23 million project to construct a new 7-MG digester, replace one of the existing boiler units, and make chemical system upgrades. The project is currently tracking on or near schedule and under 1% change orders.

→ Construction manager for the City of Santa Cruz UV Disinfection Replacement Project, Santa Cruz, California. The \$3 million project includes demolition of the exist-

ing UV system and installation of a new system and electrical components. Sam is responsible for overseeing the construction of the project, running weekly meetings, schedule review, and cost control.

→ Claim support for the West County Wastewater District's Recycled Water Reliability Upgrade ESDC/CM Project in Richmond, California. The Carollo designed, \$25 million project included modifications to the aeration process to produce effluent with lower ammonia concentrations and reduced chemical and energy usage. Carollo worked closely with plant operations personnel and the contractor to maintain plant processes during all plant shutdowns and tie-ins required to bring the new electrical systems on line. Sam's responsibilities included review of an extended overhead claim submitted by the Contractor. This task involved schedule review and analysis against the requirements of the contract documents and response recommendation presentation to the District.

→ Construction manager for the \$30 million South County Regional Wastewater Authority's (SCRWA) Plant Upgrade projects in Gilroy, California. This program included six projects overlapping with each other. The projects were a backup generator/full plant SCADA upgrade, UV system installation, plant expansion including diffused aeration, pre-anoxic expansion and clarifier construction, recycled water pump station expansion, a vacuum truck receiving station and also a solar farm. The SCRWA plant was recently recognized as the 2018 plant of the year by the California Water Environment Association (CWEA). Sam served as the sole

Sam Hawkins, CCM

representative on-site, responsible for inspection, documentation management, correspondence, pay application review, schedule management and review, and change order management across all projects.

→ Senior resident engineer/deputy construction manager for the \$50 million Monterey One Water Advanced Water Purification Facility (AWPF) in Marina, California. The project consisted of installation of a new advanced water purification system including oxidation, micro-filtration, reverse osmosis (RO) and UV treatments. Sam was responsible for the oversight of the day-to-day operations of the contractor including site management, pay application, schedule and change order review and processing of submittals and RFI's.

→ Senior resident engineer for the \$30 million Marina Coast Water District, California, Regional Urban Water Augmentation Project (RUWAP) in Marina, California. The RUWAP project involved installation of over 8-miles of recycled water pipeline across multiple jurisdictions and environmentally sensitive areas as well as the installation of a 2-million gallon storage tank. The project was part of the Pure Water Monterey Program of projects. The Program is underway to replenish groundwater supply and provide a sustainable source of water for Monterey County. Sam was responsible for documentation processing as well as pay application and schedule reviews and change order processing and fill-in inspection.

→ Construction manager for the \$27 million South County Regional Wastewater Authority's (SCRWA) Plant Upgrade projects in Gilroy, California. This program included four projects overlapping with each other. The projects were a backup generator/full plant SCADA upgrade, UV system installation, plant expansion including diffused aeration, pre-anoxic expansion and clarifier construction, and also a solar farm. The sole representative on-site responsible for inspection, documentation management, correspondence, pay application review, schedule management and review, and change order management across all projects.

→ Field engineer/inspector for the \$50 million Santa Ana River Interceptor Projects for the Orange County Public Works Department in Orange County California. Two pipeline projects were constructed under this contract. Both included pipe installation across multiple jurisdictions, through an environmentally sensitive riverbed and tunneling under the Santa Ana River. Primarily responsible for documentation control, support to inspection staff, pay application review, schedule analysis, preparation of jurisdictional reports and back-up inspection.

→ Assistant resident engineer/inspector for the \$10 million Fish Screen and Intake Pump Station for the Patterson Irrigation District, California. The project included demolition of the existing pump station and installation of a new fish screen and 195cfs pump station on the San Joaquin River. It also involved complex environmental permit regulations for in-river work and required continued pump station operation through temporary pumping during the irrigation season. The concrete pump station was constructed on top of 422 steel pipe piles to act as independent support of the structure during a seismic event. Sam was responsible for general site inspection and contractor coordination, documentation control including submittal and RFI processing, and pay application review.

→ Field engineer/inspector for the \$52 million Upper Northwest Interceptor project for the Sacramento Regional County Sanitation District, California. The project consisted of a pipeline installation through a mile of open cut and six miles of microtunneling processes. Acted as primary shaft and micro-tunnel inspector.



Education

BS Agricultural Engineering, California Polytechnic State University, San Luis Obispo, 1990

Graduate Studies, Civil Engineering, University of California, Berkeley

Licenses

Civil Engineer, California

Certifications

Certified Construction Manager (CCM), Construction Manager Certification Institute, 2020

Confined Space Entry, 2018

Professional Affiliations

American Concrete Institute

SAVE International

American Society of Civil Engineers

American Water Works Association

Construction Management Association of America

Michael R. Warriner, P.E., CCM

Michael Warriner is a senior vice president and chief construction manager with Carollo Engineers. His duties include supervision of field staff and administration and coordination of construction management services with clients, their attorneys, and design engineers. Specific responsibilities include arranging and conducting pre-bid conferences, attending bid openings, and making recommendations concerning responsiveness of the bids and bidders. Mike secures permits for construction, reviews and analyzes construction schedules and monthly updates, evaluates and negotiates costs of change orders, assists clients in claims resolution, monitors contractor-certified payrolls and safety programs, provides monthly construction progress reports to clients, and makes recommendations on final project acceptance once work is complete. He also monitors all construction activities, which are recorded and documented with document-tracking software that facilitates timely response to submittals, clarifications, and correspondence.

Prior to joining Carollo, Mike served as senior project manager and practice area leader for water and wastewater construction management projects for Swinerton Management and Consulting, Inc. He also served as senior engineer and operations superintendent for the Contra Costa Water District (CCWD) in Concord, California. His duties included field inspection and supervision of resident engineers and field inspectors, as well as consulting on design alternatives, construction scenarios, and project delivery methods. Mike provided constructability reviews to CCWD and other agencies as a third-party review. He served as resident engineer for a number of CCWD projects. Duties included coordinating activities between CCWD, design engineer, and contractor; reviewing construction schedules and monthly updates; processing submittals and O&M manuals; responding to public comments and questions; documenting construction; evaluating and negotiating change orders; assisting in claims resolution; reviewing and processing contractors' monthly and final progress payment requests; monitoring certified payrolls; coordinating design clarifications between contractor and design engineer; maintaining as-built record drawings; providing punch lists and final inspection; and coordinating startup, testing, and training. Mike also coordinated outside services including surveying, materials testing, pile monitoring, specialty inspection services, and soil testing.

Relevant Experience

→ CM oversight and claims management for the Secondary Clarifier No. 5 and Denitrification CM Services project for the City of Turlock, California. Provides coordination support to the field team, review of technical issues, and claims management support. The project includes construction management for a new (fifth) secondary clarifier at Turlock's Regional Water Quality Control Facility and the conversion of existing aeration basins to achieve denitrification.

→ Principal-in-charge for the Fulkerth tank and pump station for the City of Turlock. This project featured a new 1-MG tank and booster pump station that provides emergency, operational, fire flow, and domestic water storage for the northwest portion Turlock's distribution system. Work included

life-cycle cost analysis of steel and pre-stressed concrete tanks, performance-based specifications and drawings to allow competitive bidding for tank construction, and off-site piping tying into the existing distribution main.

→ Construction manager for expansion of Contra Costa Water District, California, Los Vaqueros Reservoir to increase water storage capacity from 100,000 acre-feet to 160,000 acre-feet.

→ Construction manager for the City of Richmond wet weather storage facility design-build project. This facility eliminates sanitary sewer overflows during wet weather events and includes a 27-mgd submersible pump station to passively divert wet weather flows, a 5-MG above-grade prestressed concrete storage tank, a biofilter, new elec-

Michael R. Warriner, P.E.

trical feed and a standby generator, and more than 1,500 feet of pipeline connecting the tank and pump station. Carollo completed this facility on an accelerated construction schedule to provide comprehensive wet weather protection without over-investment. Features include a tie-in to a 60-inch influent trunk main that handles 100 percent of wastewater flows without impeding plant flow, construction requiring numerous shutdowns completed without affecting plant operations, and construction around private businesses without detrimental impacts. Carollo completed the project in just 18 months, one month ahead of schedule, and delivered an operational facility prior to the 2015 rainy season.

→ Construction manager responsible for the Delta Water Supply Project Intake and Pump Station Facility for the City of Stockton, California. This \$17 million project includes a backup levee, crackstopper sheet piling, cofferdam sheet piling, CISS pile supported foundation and roadway, river intake wetwell, pump station building, and 54-inch welded steel pipeline. Duties included monitoring permit compliance, coordination of construction activities, management of inspection and material testing team, claims avoidance, dispute resolution, processing payment requests, negotiating change orders, and document management.

→ Project manager for construction of the Coastsides County Water District, California, \$4.5 million Phase 3 El Granada Transmission Pipeline Replacement. Work consisted of installing 14,000 feet of 16-inch ductile iron pipe, including four creek undercrossings and seven roadway undercrossings, by jack and bore. Responsible for close coordination with the environmental permitting process, implementing environmental and cultural monitoring, and public awareness and outreach.

→ Project manager for the Tertiary Treatment Disinfection Facilities Third-Party CM Services project at the City of Fresno, California, Southeast Surface Water Treatment Facility. Led the CM team on all CM services for the completion of major work items including extension of an existing 60-inch pipeline, two fine screens, two aeration ba-

sins, four membrane basins, RAS/WAS pump station, UV system, RW pump station, electrical/MBR blower building, integrated control system, site grading and paving, process and utility piping; and all other necessary appurtenances.

→ Resident engineer for the Contra Costa Water District, California, \$20 million Los Vaqueros Watershed Infrastructure Project. The project included construction of a submerged reservoir oxygenation system, two separate water treatment facilities, and all infrastructure and utilities for the 20,000-acre watershed. Responsible for construction of roads and bridges, office buildings and visitor centers, marina and dock facilities, and recreational facilities and trails. Also coordinated training for local staff on the watershed facilities and prepared O&M manuals. Successfully negotiated and settled claims totaling \$1.1 million between the general contractor and subcontractors over the duration of the project.

→ Construction manager for closeout of the Contra Costa Water District, California, \$115 million Multi-Purpose Pipeline. This project included a 22-mile-long pipeline and associated pump stations to transfer up to 20 mgd of treated water between two treatment plants. Responsible for resolving claims, warranty issues, and incomplete work and negotiating settlements between vendors and contractors.

→ Construction manager for the Pinole-Hercules Water Pollution Control Plant Upgrade for the City of Pinole, California. This \$43 million project included space and scheduling challenges to construct new process facilities within the footprint of the existing plant in three phases: new headworks and grit removal, solids handling, primary clarifiers improvements, one new primary clarifier, three new secondary clarifiers, new chemical storage facilities, expanded chlorine contact basin and expanded aeration basins. Carollo provided third party construction management including resident engineering, inspection, startup and testing, and special inspection materials testing services.



Benjamin D. Crawford, PE, GE
Principal Geotechnical Engineer



Biography	Qualifications	
<p>Ben Crawford is the Founder and President of Crawford & Associates, Inc. He has managed complex projects throughout Northern California, including bridges, roadways, pavement rehabilitation, water and wastewater, parks, and trails. Ben's experience includes providing geotechnical recommendations for water, wastewater, storm drainage, and pipeline projects, including associated ancillary structures, foundations, and pavement/flatwork. Previous projects include reinforced concrete pipelines, large-diameter pipelines, work within wetlands and waterways, open-cut and trenchless pipelines, and projects within areas of high seismicity.</p>	B.S. Civil Engineering, California Polytechnic State University, San Luis Obispo, 2002	Education
	Civil Engineer, CA C68457	Registrations
	Geotechnical Engineer, CA GE2861	Registrations
	Geoprofessional Business Association (GBA) American Public Works Association (APWA) Modesto Engineers Club American Council of Engineering Companies County Engineers Association of California	Affiliations
	At CAInc: 8 years Total: 18 years	Experience
Related Projects		

Area 2 Storm Drain Cross Connections Removal Phase 1 – Modesto, Stanislaus County, CA

Performed geotechnical evaluation of subsurface data for preliminary design of infiltration basins/trenches at four City of Modesto park sites for the Area 2 Storm Drain to Sanitary Sewer (SDSS) Cross Connections Removal, Preliminary Design Project. The proposed project involves four park sites, Roosevelt, Catherine Everett, Garrison, and JM Pike. The requested geotechnical information for each park site included soil profiles, groundwater depth, infiltration rates for preliminary design, and construction considerations.

Area 2 Stormwater to Sanitary Sewer Cross Connection Project Phase 2, Roosevelt Park – Modesto, CA

Ben oversaw preparation of a Draft Geotechnical Report for a new underground retention system that will collect the excess stormwater runoff from the surrounding neighborhoods. The planned system will relieve potential overflow and surcharge conditions along a portion of the Emerald Trunk Sewer system. The total system is designed to have a capture volume of 383,000 cubic feet and a total footprint of 90,000 square feet. CAInc performed test borings and shallow infiltration test locations to determine existing soil conditions and groundwater locations. Completed laboratory testing and provided recommendations for the basin chamber system and utility trenches and subsurface structures.

Modesto River Trunk Pipeline Realignment and Pump Station Project – Modesto, Stanislaus County, CA

The overall project includes about 23,000 lineal feet of 15-60" diameter pipeline, new pump station with ancillary support structures, and various manhole and vault structures. CAInc performed Cone Penetrometer Tests and exploratory test borings and installed vibrating wire piezometers during drilling to monitor groundwater conditions. Prepared a Geotechnical Report with analysis of subsurface conditions and provided pipeline, trench sidewalls, backfill material, and compaction recommendations. Foundation recommendations for the pump station and ancillary structures include Mat Foundations and Strip or Spread footings. Key geotechnical considerations include the variability in soil strata throughout the alignment and the presence of loose/soft soils within the planned pipe zone, and groundwater presence within the required deep excavations for the pump station.

Ceres Trunk Realignment and Rehabilitation Project – Modesto, Stanislaus County, CA

As Principal Geotechnical Engineer for the project, Ben oversaw the preparation of a Draft Environmental Sampling Memo and Geotechnical Report for the rehabilitation of approximately 3,000 ft of 24-inch diameter reinforced concrete pipe, replacement of approximately 2,200 ft of sewer pipe from the Shackelford Crossing heading north along Zeff Rd, rehab the existing pipe and install a secondary line beneath SR 99 for about 800 ft. Jack-and-bore construction techniques are planned for a new 300 ft long, 24-inch diameter SR 99 sewer crossing just north of the existing line that connects the Crows Landing and Zeff Rd sewer line. Below ground structures are planned at the Zeff Rd and Crows Landing sewer connections to control flow between the new and existing SR 99 pipeline crossings.

City of Modesto Diversion Structure – Modesto, Stanislaus County, CA

CAInc prepared a Geotechnical Report for the construction of a Diversion Structure over the River Trunk and CSL pipelines. The proposed structure will allow the City to divert flows to multiple facilities in both directions. The report included information about subsurface and surface conditions; results of laboratory testing; soil conditions and groundwater information; a corrosion evaluation; seismicity of the site; and potential for liquefaction and lateral spreading. Provided recommendations for Mat Foundations, excavation, and pavement recommendations.

Del Rio Tank, Pump Station, and Basin – Modesto, Stanislaus County, California

Ben was the principal-in-charge of the Del Rio Tank and Pump Station projects which included a new ¼ million gallon water tank, well, booster pump station and building, overflow basin, 2,500 lineal feet of pipeline including jack-and-bore under the existing railroad tracks. Mr. Crawford oversaw the field exploration, laboratory-testing program, performed foundation and settlement calculations, and oversaw the preparation of the Geotechnical Report for the project.



SARAH MODESTE, PARTNER

Sarah is highly regarded for her expertise in designing and managing public outreach and communication programs. With more than 15 years of experience, she advises clients on public policy education, construction outreach, and stakeholder identification and engagement.

In 2009, Sarah identified a need for integrated communications consulting in a tight economic climate. In response, she opened Kennedy Modeste Communications, a full-service public outreach and communications firm catering to public, private, and nonprofit organizations. In 2018, Kennedy Modeste Communications welcomed Noah Painter as a partner and became KMP Strategies, LLC.

As a trusted advisor to local governments, trade associations, and business groups, Sarah has the ability relate to stakeholders and establish trusted relationships that provide opportunities for collaborative communication with hard-to-reach constituents.

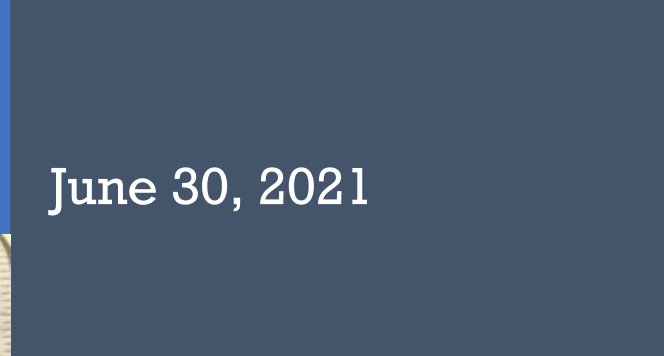
Considered one of the primary practitioners in construction outreach, Sarah has been fortunate to work on some of the largest capital improvement projects throughout Northern California, totaling more than \$2 billion in construction activities. She uses her technical understanding of project planning, design and environmental requirements to shape comprehensive construction outreach strategies.

Sarah earned B.A. degrees in Communication and Sociology from The University of Tulsa. As an undergraduate, Sarah participated in the highly selective Tulsa Undergraduate Research Challenge where she honed her qualitative research and reporting skills. She attended The University of Tulsa on a Division 1 athletic scholarship.

Sarah is the Chair of the Board of Directors for the Food Literacy Center, a Sacramento-based nonprofit that teaches elementary students in low-income schools cooking and nutrition to improve our health, environment, and the economy. Sarah also serves on the Events Committee for the Sacramento Tree Foundation's Hanami Line.



2795 Mitchell Drive | Walnut Creek, CA 94598
carollo.com



June 30, 2021



ICM

7040 Settlers Trail
Shingle Springs, CA 95682
(916) 792-9871
www.icmgroupusa.com



June 30, 2021

Mr. Stephen Fremming, PE
City of Turlock
156 South Broadway, Ste. 270
Turlock, CA 95380

**RE: Proposal for Construction Management Services for the City of Turlock City Project
No. 18-69 "Surface Water Distribution System Improvements" Project**

Dear Mr. Fremming:

The Surface Water Distribution System Improvements Project (Project) is an important project for the City of Turlock. It will supply water from the Tuolumne River to the City of Turlock by the construction of local facilities to serve as the SRWA finished water terminal system and be integrated into the Turlock water distribution system. Infererra Construction Management Group, Inc. (ICM) has completed many similar projects and we know how to get them done on time and on budget, with quality and no claims. We anticipate the glitches and hiccups that arise and work through them, keep everyone up to speed on what is happening and motivated towards a great finished project, and everything in between. We hope you will find that our experience, combined with being a part of the SRWA and City of Ceres teams, make us uniquely qualified to provide construction management services for the City of Turlock's Project.

ICM is a third-party construction management and inspection company that specializes in pump station, pipeline, and treatment plant public works projects. All our staff are dedicated to providing CM and inspection services solely for water and wastewater projects. We are not a design firm and our clients have found this to be an advantage for two reasons. First, construction management and inspection of water and wastewater public works projects is all we do; that is our core business and provides you with a firm that is specialized and focused on bringing you a successful project. Second, we have no conflict of interest. The design is not ours and ICM does not compete with design firms which allows us to provide the City with unbiased services focusing on a successful outcome.

For your project, we propose Ricardo Bedoy, PE as construction manager. Ricardo has over 30 years of experience with water projects and we hope you agree he brings unparalleled experience. Additional team members are Jeffrey Infererra PE, Kyle Drury, PE, and Rich VanDusen. Jeffrey also has over 30 years of experience in the water business. He will support Ricardo with scheduling and SRWA coordination. Kyle and Rich are the main inspectors. Kyle will be the full time inspector for the pump station/tank site. He recently completed a large project encompassing five pump stations. Rich will be the full time inspector for the pipelines. He is just completing a pipeline project in Lafayette. We have electrical and structural inspection covered by ICM staff members Steve Miller and Don Kurosaka, PE, respectively.

BSK is on our team for material testing and special inspection. Bay Area Coating is on our team for NACE certified coating inspection. KGM Kramer will fulfill certified payroll requirements. Kaz & Associates will provide SWPPP quality assurance. We round out our team with CirclePoint for public outreach. We have worked with all of our subconsultants before.

ICM complies with the Department of Industrial Relations Prevailing Wage requirements. Our DIR number is: 1000036717.

We acknowledge receipt of Addenda 1 (June 24, 2021) and 2 (June 25, 2021).

Included under separate cover is our cost proposal. Our cost proposal provides budget to accomplish required Construction Management and Inspection tasks based on our experience on numerous pump station and pipeline projects.

Thank you for reviewing our qualifications and we look forward to helping you on this important project. If you have questions or comments, please call me at 916-792-9871.

Sincerely,
Inferrera Construction Management Group, Inc.

A handwritten signature in black ink, appearing to be 'Jeffrey Inferrera', with a long horizontal stroke extending to the right.

Jeffrey Inferrera, PE
President

Enclosure

ICM



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APPENDIX A – RESUMÉS
APPENDIX B – EXAMPLE MONTHLY REPORT
APPENDIX C – EXAMPLE PUNCH LIST & DAILY REPORT



1. Project Understanding

The City of Turlock is embarking on an important project, the Surface Water Distribution System Improvements Project (Project), to connect the City's 18,500 services to the Tuolumne River surface water supply. We understand the City's needs to access a clean and abundant water supply for its residents. We also understand the importance of successfully completing the Project on budget.

Inferrera Construction Management Group, Inc. (ICM) understands your Project, and the necessary coordination with the other parties and associated projects. We have direct experience as follows:

- Successful construction management of the installation of the infiltration gallery in the Tuolumne River (Special Run Pool 9 Project) for the Turlock Irrigation District in 2002 (Jeff Inferrera was construction manager while working at HDR Engineering).
- Successful construction of the Raw Water Pump Station in 2020.
- Currently working with the Stanislaus Regional Water Authority (SRWA) as their construction management firm on the Regional Surface Water Supply Project.
- Currently working with the City of Ceres as their construction management firm on the River Bluff Reservoir and Pump Station.

We understand the Project includes the following components:

- 2.3 million gallon Pre-stressed Concrete Tank.
- 12 MGD Pump Station and Building.
- 12,000 linear feet of 16-inch to 54-inch diameter potable water pipeline and appurtenances.
- 2,500 linear feet of 15-inch storm drain pipeline and manholes.
- Fiber optic lines parallel to the water pipelines.
- Detention basin and storm water pump station.
- Three (3) pressure reducing valve vaults.
- Grading and pavement improvements.
- Mechanical, electrical, and instrumentation equipment.



DN Tank Construction at SRWA

ICM has successfully completed projects with all these project components as explained in more detail in this proposal.

The City is currently purchasing the pumps, pump motors and VFDs as Owner supplied equipment. We have worked on numerous projects with Owner supplied equipment. We know how to successfully manage the contractual requirements of schedule and installation of Owner supplied equipment so there are no issues.

The Project is approximately two years in duration starting in September 2021 and Final Completion in September 2023. There are three important milestones as follows:



- Milestone 1 – January 1, 2023 (Completion of tank, electrical room in pump station, SRWA control room, SCADA system, and storm drain system)
- Milestone 2 – March 1, 2023 (Complete Phase 1 commissioning of terminal tank and booster pump station)
- Substantial Completion - August 6, 2023 (Complete remaining work)

Carollo Engineers is the design firm and has estimated a construction contract cost of \$37,300,000.

Comments on Plans and Specifications

Based on our review of the plans and specifications, review of the site, and attendance at the contractor pre-bid meeting, we have the following comments:

General

1. Overall the plans and specifications appear to be complete. The terminal tank site improvements, as well as the pipelines, fiber optic, and PRV stations are straight forward construction tasks.
2. We are encouraged that EJCDC general conditions are being used which are very efficient front ends.
3. The dispute review board section (00822) will not be needed if ICM manages your project.

Schedule

1. It appears that the schedule allows sufficient time.
2. Submittal schedule requirements are aggressive and will assist the contractor to get an early start.
3. Liquidated damages are strong, and the contractor will have incentive to complete the project on time.

Coordination with SRWA – The following is based on Jacob's latest schedule updated dated June 20, 2021.

1. The SRWA currently has the construction of the 42-inch water transmission main in Quincy Road from Zeering Road to the terminal tank site finished in July 2022.
2. Currently the flow meter vault at the terminal tank site is being constructed from July to October 2022.
3. The SRWA finished water transmission main to Turlock will be loaded and pressure tested in October 2022.
4. Water from SRWA will be ready for delivery between May and June 2023.





2. ICM's Qualifications

a. Background and General Information

Inferrera Construction Management Group, Inc. (ICM) is a California corporation and was founded by Jeffrey Inferrera in 2005 to provide local districts, cities, counties, and agencies specialized third party construction management and inspection services for their water and wastewater projects. Jeff's experience in construction management, dedication to client service, knowledge of details that make a successful project, and commitment to a flat organizational structure propelled him to start ICM Group. For the City of Turlock Surface Water Distribution System Improvements Project, we propose Jeff Inferrera as Principal in Charge, assisting another stellar colleague, Ricardo Bedoy, PE, as the Construction Manager. Ricardo has worked for ICM for over 6 years.

But Ricardo and Jeff are not alone, ICM has experienced construction management and inspection staff that provide added depth of resources for projects of any size.

Since its founding, Jeff has hired engineers and inspectors with a strong background in water and wastewater and with a drive for excellence. Most of our inspectors are certified by ACIA, with most of them having worked in the water and wastewater business for over 20 years. Together they have successfully completed the construction management and inspection of 22 treatment plants, 23 pump stations and over 70 pipeline projects.



Jeff in 72" Water Transmission Main

ICM's Main Office Location and Authorized Person of Contact:

Jeffrey Inferrera
Inferrera Construction Management Group, Inc.
7040 Settlers Trail
Shingle Springs, CA 95682
(916) 792-9871

Years in Business: 16
Number of Projects: 124
Annual Construction Volume:
Currently \$250M

b. Services

ICM manages water and wastewater construction projects for its public agency clients throughout Northern California. Following is the General Scope of Services that ICM provides:

- Construction Management
- Resident Engineering
- Contract Administration
- Inspection
- Special Inspection
- Document Control
- Constructability Review
- Bid Support
- Testing & Startup Support
- Schedule Review
- Cost Estimating
- Claims Mitigation
- Training
- Warranty Support
- Escrow Bid Documents Support



c. Project Experience

SRWA Regional Surface Water Supply Project, Stanislaus Regional Water Authority, CA \$230 Million

ICM maintains a cooperative Team Approach; On schedule, on budget, and NO claims

The Project consists of a new 15 MGD treatment plant and 7 miles of 42" pipeline. Final capacity will be 45 MGD. System components included pre-oxidation with permanganate; flash mixing; flocculation; sedimentation; ozonation; GAC/sand filters; chlorine disinfection; clearwell; pumping station; residuals handling facility; chemical storage and feed equipment; corrosion control; cybersecurity provisions; power supply and emergency generator power; instrumentation and controls; administration, operation, maintenance, and laboratory facilities; and site civil improvements.



Project Site for New Treatment Plant

ICM Group, Inc. is providing construction management and inspection as the Owner's Advisor for this design-build contract. Our services include inspection of construction materials and methods, coordination between Owner, Design-Builder, Engineer, and the other Cities tying into this Project, change order review and processing, claims mitigation, reviewing RFIs and submittals, and progress payments.

Ceres River Bluff Reservoir and Pump Station Project, City of Ceres, CA \$10 Million

ICM maintains a cooperative Team Approach; On schedule, on budget, and NO claims

The Project consists of the construction of local facilities to serve as the SRWA finished water terminal system and be integrated into the Ceres water distribution system. Components included 3 million gallon DN tanks, 10 mgd booster pump station, electrical building, 500ft of 18" to 30" onsite piping, about 4,000ft of 18" potable water main, I&Cs, valves, blow offs, and other ancillary equipment, and site civil improvements.



Project Site for New Pump Station

ICM Group, Inc. is providing Construction Management and Inspection for this project. Services included the inspection and testing of construction materials and methods, processing RFIs, submittals, and progress payments. ICM Group coordinated with the City for change order review and execution, claims mitigation, and Final Payment.



Raw Water Pump Station, Phase 1, Stanislaus Regional Water Authority, CA
\$7.5 Million

ICM maintained a cooperative Team Approach; Completed on time, on budget, with NO claims

The Raw Water Pump Station Project consisted of the construction of a new wet well pump station over an existing infiltration gallery of four 36-inch HDPE pipes from the Tuolumne River. The 40-foot deep excavation was accomplished by SoilFreeze, Inc. using over a hundred 90-foot pipes, which continuously pumped -20°F brine to freeze the ground water into a solid wall.

ICM Group, Inc. provided construction management and inspection services. Our resident engineer verified construction quality, resolved field issues, and reviewed change order requests, project schedule, and submittals. Our inspector provided daily construction inspection and documentation of construction conditions. ICM verified compliance with stormwater construction general permit. ICM also worked with Regulatory Agencies and Environmental agencies for this project. ICM provided material testing and administrative services.



SRWA Pump Station by Tuolumne River

Hinkle Reservoir Outage Temporary Tank Project, San Juan Water District, CA
\$1 Million

ICM maintained a cooperative Team Approach; Completed approximately a month behind schedule, on budget, with NO claims

The Project consisted of the construction of two 1-million-gallon bolted steel tanks and appurtenances connected to a 100MGD water treatment plant. Appurtenances included piping connections, instrumentation, mixers and ports for future chlorine injection.



1M Gallon Steel Bolted Tanks

ICM Group provided construction management, inspection, and document control services. Our services included inspection of construction materials and methods, coordination with Treatment Plant personnel, Contractor, and Owner, change order review and processing, claims mitigation, processing RFIs and submittals, and progress payments.



Arden Phase 2A Water Force Main Project, Sacramento County Water Authority, CA
\$2.4 Million

ICM maintained a cooperative Team Approach; Pipeline completed on time, on budget, with NO claims

The Arden Phase 2A Water Force Main Project consisted of the construction of 8 inch and 12 inch water mains as well as fire hydrants, backflow preventers, appurtenances and tie ins, new metered services. The Force Main consisted of approximately 3 miles of pipeline.

ICM Group, Inc. provided construction management, inspection and document control for the duration of the project. Services included inspection of construction materials and methods, monthly updates for District managers, change order review and processing, claims mitigation, partnering, processing RFIs and submittals, and progress payments.



12" Water Force Main



Coated Tank Interior

Atherton Booster Pump Station, City of Manteca, CA
\$5.6 Million

ICM maintained a cooperative Team Approach; Completed on time, on budget, with NO claims

The Atherton Booster Pump Station and Tank Project consisted of a new 3.6 million-gallon steel tank, five 150-hp vertical turbine pumps, motor control center, SCADA, emergency generator, masonry building, yard piping, valves, electrical, detention basin, perimeter wall, and paving. ICM provided construction management, inspection, and special inspection.

Wastewater Treatment Facility Improvements Project, City of Yuba City, CA
\$19 Million

ICM maintained a cooperative Team Approach; Completed on time, on budget, with NO claims

ICM provided construction management, inspection, and special inspection for the Wastewater Treatment Facility Improvements Project consisted of gas system piping, Bar Screen replacement, structural steel canopy and sludge dewatering screw presses including conveyance system. Major electrical and control improvements included new Motor Control Centers, PLC's, 12KV transformers, electrical ductbanks, and SCADA integration of five process areas, plus modernization of the facility network.



Yuba Tank Cover Lift



d. Public Agencies

At ICM we have many repeat clients. Clients want us to work on their projects because of the experienced and high caliber resident engineers and inspectors on our staff.

Tony Barela, PE, Operation Manager for the San Juan Water District provided this reference:

“Jeff Inferred and the ICM staff have worked for six years on five very complex projects for the District. With them on the District team, our projects were completed on time, on budget and, of utmost importance, no claim. We are thrilled to work with them. In my opinion, their experience, professionalism, attention to detail, and excellent communication skills is the reason for their success.”

Jason DeGroot, PE, Senior Engineer (formerly with the City of Manteca Public Works Department but now with Central Contra Costa Sanitary District) provided the following reference:

“I have had the pleasure of working with ICM Group for six years. ICM has provided outstanding construction management and inspection services at the Manteca WWTP on four very large and complex plant improvement projects. ICM has provided detailed and thorough inspection on our projects, always professional and highly knowledgeable on all aspects of construction. Consequently, we have had no claims on over \$75 million of construction.”

ICM keeps projects on track. An example of this was when the Calaveras County Water District (CCWD) had an emergency project to expand the Jenny Lind Water Treatment Plant capacity. This project was a complicated expansion requiring multiple plant shutdowns and intense coordination with plant staff. The project was completed early, on budget, and with no claims. Since then, ICM has successfully completed three other District projects and trained District staff in construction management methodology.

Bill Perley, Utility Director (now retired) for CCWD states:

“ICM does an outstanding job. We’ve had a lot of CM firms working at the District. ICM’s the only one I trust.”

With ICM on your side, you can expect a quality project, completed on budget, on time, and with no claims or end of project issues.

Our public agency clients, for whom we have solely performed construction management and inspection for 22 treatment plants, 23 pump station and 70 pipeline projects include the following:

- El Dorado Irrigation District
- City of Manteca
- City of Folsom
- Citrus Heights Water District
- Calaveras County Water District
- Town of Discovery Bay
- City of Davis
- Sacramento Suburban Water District
- Nevada County
- San Juan Water District
- Groveland Community Services District
- Contra Costa Water District
- City of Ceres
- Delta Diablo Sanitation District
- Stanislaus Regional Water Authority
- Central Contra Costa Sanitary District
- Vallejo Flood & Wastewater District
- Golden State Water Company



e. References

Below are our references for projects listed in **Section 2c. Project Experience:**

Mr. Robert Granberg, PE Stanislaus Regional Water Authority (209) 401-0439, granbergassociates@gmail.com	Agency – Stanislaus Regional Water Authority Project – Regional Surface Water Supply	Date - 2020-2023 Value - \$240 Million Location - Hughson, CA
Mr. Jeremy Damas, PE City of Ceres (209) 202-6664, Jeremy.Damas@ci.ceres.ca.us	Agency – City of Ceres Project – Ceres Local Facilities	Date – 2021-2022 Value – \$10 Million Location – Ceres, CA
Mr. Tony Barela, Senior Engineer San Juan Water District (916) 791-6939, tbarela@sjwd.org	Agency – San Juan Water District Project - Hinkle Reservoir Temporary Tanks	Date – 2020 Value – \$1 Million Location – Granite Bay, CA
Mr. Phil Govea, Department Manager Turlock Irrigation District (formerly Assistant Dep. Director in Manteca) (209) 883-3447, pdgovea@tid.org	Agency – City of Manteca Project – Atherton Pump Station	Date – 2012-2014 Value – \$5.6 Million Location – Manteca, CA

f. Pending Claims and Litigation

ICM has been able to avoid claims and litigation because we build winning project teams. There is no fighting or animosity on our projects. We work together to resolve every bump along the way. Consequently, ICM has never had a project in litigation. In fact, in our entire 16-year history, we have had only one claim (in 2014) that went to alternative dispute resolution and the amount was for \$150,000 and was settled via arbitration and mediation for \$60,000.

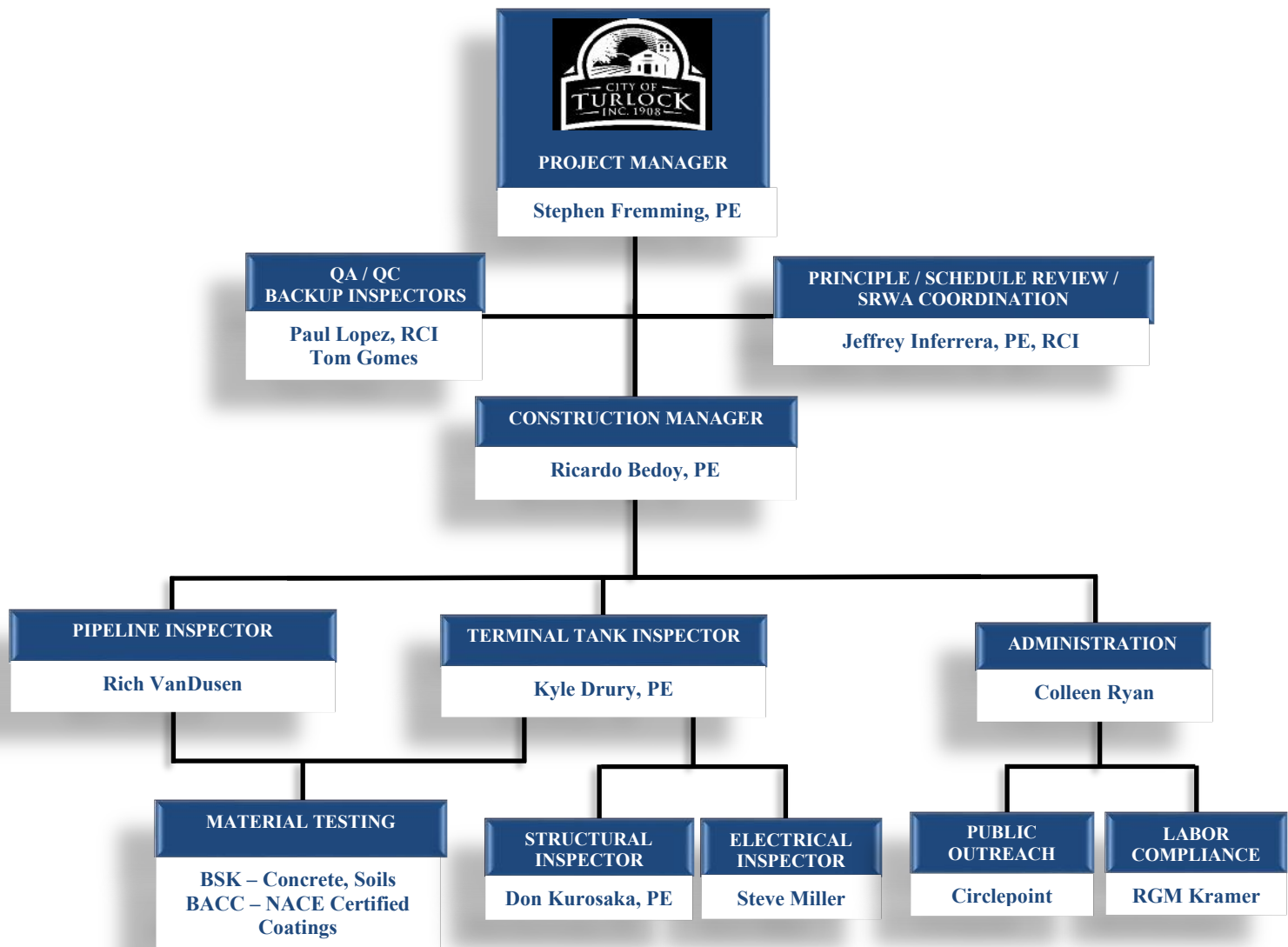
With over \$400,000,000 in complex construction projects to date, our firm's track record is considered "stellar".



3. Project Team

ICM has assembled a highly experienced and qualified group of professionals for the Project. Our team has worked on numerous water treatment plants, pump stations, and pipelines similar to the City of Turlock's Project. ICM will not substitute team personnel during the duration of this project; each member of our team will be dedicated to the success of the Project, from start to finish. ICM's project team is comprised of the following professionals presented in this organizational chart:

a. Organization Chart





b. Team Members

Jeffrey Inferrera, PE, RCI – Principle / Schedule Review / SRWA Coordination



Area of Expertise: Construction management, resident engineering and inspection of water and wastewater treatment plants, pump stations, storage tanks, and pipelines.

Education: BS Env. Science and Engineering, Rutgers University
MS Environmental Engineering, Cornell University

Certifications: California Licensed Civil Engineer, C62190
Registered Construction Inspector, ACIA #5832

Experience: Mr. Inferrera has over 30 years of experience as a resident engineer and inspector working on large and small public water and wastewater systems. He is knowledgeable of all trades including civil, mechanical, structural, electrical, I&C, and SCADA.

Ricardo Bedoy, PE – Construction Manager



Area of Expertise: Construction management and resident engineering of pump stations, pipelines, treatment plants, tanks, and wet utilities projects.

Education: BS, Civil Engineering, California State Polytechnic University

Certification: California Licensed Civil Engineer, C39403

Experience: Mr. Bedoy has over 35 years of experience as a resident engineer, inspector, and designer on public works projects. He is known for successfully completing projects with a team approach.

Kyle Drury, PE – Terminal Tank Site Inspector



Area of Expertise: Inspection of pump station, pipeline, and treatment plant public works projects.

Education: BS, Mechanical Engineering, Cal State University, Sacramento

Certification: CA Licensed Civil/Structural/Mechanical Engineer, M39973

Experience: Mr. Drury specializes in water and wastewater inspection. He is experienced with all trades including site civil work, pipelines, concrete, mechanical, paving, coatings, electrical and instrumentation and controls. He is detail oriented and a problem solver.



Rich VanDusen – Pipeline Inspector



Area of Expertise: Inspection of pipeline and pump station public works projects.

Experience: Mr. VanDusen has over 25 years of experience in the construction industry and as an inspector for 17 years. He has worked on pump stations and pipelines. He is experienced with underground piping and conduits, reinforced concrete construction, and paving.



Steve Miller – Electrical Inspector

Mr. Miller has over 30-years of experience as an electrical inspector and electrician. He has performed the electrical inspection on every one of ICM's treatment plant and pump station projects since 2004. He is experienced with medium voltage power and has provided special inspection of PLC consolidation and upgrades, 17kV power installation, and MCCs.



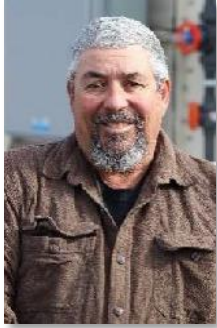
Don Kurosaka, PE – Structural Inspector

Mr. Kurosaka has over 35 years of experience in managing the design and construction of water and wastewater infrastructure projects including pump stations. He specializes in the structural inspection and seismic analysis of major steel and concrete structures. He is also familiar with civil, mechanical, and environmentally sensitive projects.



Paul Lopez, RCI – Terminal Tank Site Backup Inspector / QA

Mr. Lopez has over 30 years of experience as a public works construction inspector working on public wastewater and water systems. He inspects all trades including electrical, instrumentation and control, site civil, mechanical, structural, and coatings of pump stations, water and wastewater treatment plants, and pipelines.



Tom Gomes – Pipeline Backup Inspector / QA

Mr. Gomes has 35 years of experience as a construction superintendent and pipeline foreman for Mountain Cascade installing pipelines in the western United States. Tom has since brought his experience to ICM as a pipeline inspector. In the 7 years that he has been with ICM, he has proven to be a stellar pipeline inspector.



Colleen Ryan – Clerical Support

Ms. Ryan has had 4 years of experience in construction administration, including document control, certified payroll and electronic filing. She will manage the document tracking system and general administration of the City's Project.

Subconsultants



BSK Associates will provide soils, materials, and special inspection testing services, including compaction testing, concrete, rebar, and welding inspection. BSK Associates will also be available for geotechnical review. ICM has worked extensively with BSK at the Manteca WCQF Improvements project for the past several years. BSK has proven to be a valuable team member successfully performing their scope of work responsibilities to the satisfaction of all team members.



Bay Area Coating Consultants, Inc. (BACC) will provide NACE Certified Coating and Lining Inspection Services. ICM has worked with BACC for the past 10 years. BACC has been in the coating inspection industry for the past 25 years. BACC is a valuable team member successfully performing their scope of work to the satisfaction of all team members.



Circlepoint will provide Public Relations on this Project. Circlepoint specializes in creating innovative solutions to complex issues and building a better future for communities. From project planning and environmental review to final design and construction, Circlepoint is currently working with ICM on the SRWA Surface Water Supply Project.



RGM Kramer (RGMK) has executed Labor Compliance and Prevailing Wage Administration programs in county, city, school district and public utility agencies for nearly 30 years. RGMK staff are experts in California Public Works Labor Law, as well as compliance with the Davis-Bacon Acts. RGMK has been working with ICM for the past 3 years.



Kaz & Associates will be providing QSD / QSP QA services. Since 2002, Kaz & Associates have gathered a seasoned team of professional environmental specialists dedicated to providing practical solutions that benefit both businesses and the environment. They have the expertise to guide a project through all phases of construction while keeping in compliance with Federal, State and Local requirements. Kaz is currently working with ICM on the Ceres River Bluff Reservoir and Pump Station Project.

Additional Staff available to support ICM's Project Team are presented below:

	CA Licensed Engineer	Construction Management	Treatment Plant Inspection	Pump Stations Inspection	Pipeline Inspection	Civil Inspection	Structural Inspection	Mechanical Inspection	Electrical Inspection	Coatings Inspection	OSHA 10 Hour Safety	Confined Space	Years at ICM	Years' Experience
Principle / Project Manager / Construction Manager / Inspector														
Jeffrey Infrerra, PE, RCI	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	16	31
Construction Manager / Inspectors														
Ricardo Bedoy, PE	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	6	36
Ken Zeier, PE	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	8	27
Don Kurosaka, PE	♦	♦	♦	♦	♦	♦	♦	♦		♦	♦	♦	2	30
Inspectors														
Kyle Drury, PE	♦			♦	♦						♦	♦	2	6
Rich VanDusen			♦	♦	♦	♦		♦			♦	♦	3	16
Paul Lopez, RCI		♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	12	30
Steve Miller		♦	♦	♦	♦				♦		♦	♦	16	32
Hitesh Joshi, RCI			♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	13	30
David Steinbeck			♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	5	15
Thomas Gomes					♦	♦	♦	♦			♦	♦	7	35
Matt Livingston, ICC			♦		♦	♦	♦		♦	♦	♦	♦	5	18
Larry Mathews					♦	♦					♦	♦	8	40
George Ackerman, RCI			♦	♦	♦				♦		♦	♦	4	25
Keith De Lapp, B. Sc. Arch. Eng.		♦	♦	♦	♦	♦	♦	♦			♦	♦	3	30
Document Control / Administration														
Colleen Ryan											♦	♦	3	4

In addition, BSK has five additional inspectors with relatable experience to backup our team if needed.



4. Scope of Services

a. Approach to Completing the Scope of Service

Construction Management Philosophy

Every Owner wants their Project to be completed on time, on budget, with high quality, and no claims. Of these, TIME is the most important. Why? Because if your project finishes on time, you are almost guaranteed to stay on budget, have high quality work, and have no claims.

Our guiding philosophy is to get the project done on time or early. Our CM systems are designed to improve the project schedule. We still control the budget. We still enforce the contract and inspect for quality construction; there are no cutting corners. We still protect you from claims.

Experience shows that if the contractor finishes on time, all the other aspects of the project will be successfully accomplished too.

Role of the Construction Manager

The ICM construction manager (on your Project he will be Ricardo Bedoy) is the leader of the project team. In this role, he has several goals to accomplish including the following:

1. **Defend the City.** ICM's projects do not go to litigation or alternative dispute resolution (with one small exception in 16 years). However, the construction industry, in general, has historically been a litigious industry. To put the City in an excellent position for any possible dispute, ICM's construction manager anticipates issues to resolve them before they become disputes. He documents conversations and meetings. He verifies the inspectors' field documentation.

Ricardo assembles the project paperwork. If you have to go to court, we want the City of Turlock to be the party that has the largest and thickest files and the most thorough documentation. Our experience demonstrates that contractors will resolve issues with us before they escalate because they know we have thorough documentation, and they won't win.

2. **Manage the Project so City staff can work on other assignments.** It is our philosophy to work as if we are a trusted extension of your staff. That means that Ricardo will handle the details of the project while keeping you informed on a regular basis of the project status. It is expected that Stephen Fremming will attend the weekly meetings and be in regular contact with Ricardo about job progress. However, Ricardo will work directly with the contractor, the designer, and with City operation and maintenance staff to progress the work.

3. **Have a Team Approach.** Ricardo's goal is to create a team approach, so the contractor is working with the City's CM and designer to get the job done.





4. Provide an Unbiased Approach to Construction Issues. ICM is trusted by Owners, designers, and contractors. Ricardo will provide an unbiased approach to construction issues, while defending the City's interests.

5. Foresee Improvements to Contractor's Work Plans. Ricardo has over 30 years of experience and will use that experience to be proactive and advise the contractor and designer of potentially better solutions and work plans.

6. Oversee the Designer's Work Submittal and RFI turnaround. The design engineer's work during construction is critical to the project schedule. Quick turnaround times can improve the schedule. Ricardo will be overseeing the designer's work to make sure critical documents (as well as all documents) have quick turnaround times.



Atherton Pump Station

7. No Surprises. Our goal is for Ricardo to maintain great communication with the contractor so there are no surprises. In addition, Ricardo will keep residents, City, and the Turlock Irrigation District informed of the project status.

ICM has implemented this construction manager role on every project we have managed. Being a third-party construction management firm, all our projects are designed by other firms. This approach is proven effective by the successful projects we have completed and the repeat business we receive.

Methods to Mitigate Unreasonable Construction Costs and Schedule Overruns

Time is the essence of a successful construction project. As discussed above, by managing time effectively, we can mitigate unreasonable construction costs and schedule overruns. There are other methods we use to control costs and schedule as follows:

1. Principal of Subsidiarity – At ICM, we believe in the principal of subsidiarity. This means that our inspectors are not only “the eyes and ears” of the designer but they are problem solvers. Solving problems at the field level (while maintaining communication with the designer and proper documentation) is the most effective approach.

2. Documentation – We keep thorough documentation including detailed daily reports and voluminous quantities of photographs. This prevents unreasonable contractor demands for their self-inflicted cost overruns after the work is completed.

3. Independent Cost Estimating – We prepare independent cost estimates for change orders. Independent cost estimates are simple because we know the scope of work, the contractor's labor rates, their equipment rates, the cost of materials, and the markup. If the contractor's price is too high, we use force account to do the work. In this way, the City is protected from unreasonable costs.



4. Schedule Review – We review the contractor’s schedule for contract compliance but also we look for ways he can improve his schedule. On numerous projects we have completed the project early because ICM found ways to improve the schedule. Typically, we have been able to suggest ways in which the contractor can perform activities concurrently instead of in series. In this way, the City is protected from schedule overruns.

Construction Inspection Approach

ICM's inspection approach is for our inspectors to enforce the Contract requirements. Our inspectors are not authorized to change the Contract or negotiate changes. Their first priority is to verify that the Contract requirements (and industry standards and codes) are being adhered to and, if not, to enforce them. In that effort, our inspectors take copious notes for their daily reports, provide detailed as-built notes on our plan sets, and take a large quantity of digital construction photographs. An example of an ICM daily report is included in Appendix C.

Photographic documentation is crucial. For daily photographs, we routinely take between 40 to 60 project photographs a day. Taking many photos has a big effect on the Contractor and it is our opinion that taking large quantities of daily photographs probably is the single most effective way for the field crews to do higher quality work and prevent claims.

In addition, our inspectors are great communicators and problem solvers. They talk directly with everyone on the Project team including the designer, as needed. They are experienced and use that knowledge to assist the designer in resolving field issues.



SJWD 40" Potable Water Main

Project Status Reporting

Depending on the project, we use a variety of document tracking systems including ProCore, Synology, EADOC, Virtual Project Manager, and CM-DTS. For the Turlock Project we have proposed the use of ProCore but we are flexible to use whichever system works best for the team.

Web-based document management systems like ProCore allow for date and time tracking of all RFIs, submittals, change orders, and other documents. They also store the documents. At the end of the project, each party receives a copy of the project files. These systems have security protection, backup files, and varying levels of access assigned per person.

Contractor daily reports, test reports and photographs are stored in ProCore, accessible to the construction manager. ICM reports and photographs are also stored in ProCore but not accessible to the contractor.

We provide a monthly project status report to the City (an example is provided in Appendix B).



Ricardo will be discussing with Stephen on a regular basis anything that may turn into an issue, claim, or dispute. There will be no surprises.

Quality Assurance

ICM's Principal, Jeff Inferrera, maintains the Quality Assurance Program which includes periodic visits from our QA/QC managers and the use of standardized inspection procedures. Our inspectors are trained to follow best practices for all types of inspection related to water, wastewater, and storm sewer facility construction. We use standardized report formats and standardized photographic procedures. Our inspectors carry a full complement of standard inspection tools and are trained in their proper use.



Project Closeout

We know how exasperated one can get when you progress a project to final completion on time and then it takes six months or more to complete the punchlist items. At ICM, we use an Open Item List (much like a pre-punchlist) to avoid delays to project close out. We issue the Open Item List at 75% completion and keep a running log of work that needs to be completed. The Open Item List assists the Contractor to complete outstanding items while his crews and subcontractors are still onsite. The Open Item List is effective, and we have had projects with hundreds of items on the Open Item List and then less than a dozen on the official Punch List with the Contractor completing his work shortly thereafter to the joy of all.

We also provide other project close out tasks such as warranty support. ICM will provide a warranty list for the use of your operation and maintenance staff. We will establish a warranty tracking and reporting system for your staff to use to protect your interests.

b. Comments on the Scope of Services

The City's Request For Proposal listed the required Scope of Services. We accept the City's listed Scope of Services with the following exceptions and additions:

1. Enter agreement, provide documentation: Agreed.
2. Business License: Agreed.
3. Web Based Construction Document Software: We propose the use of ProCore Document Management Software. We are experienced with ProCore, EADOC, Virtual Project Manager, Synology and CM-DTS. We are flexible to institute ProCore or any other system that best meets the needs of the team.
4. Perform duties of "Construction Manager" in contract specifications: Ricardo Bedoy, PE is proposed as the full time construction manager. We have reviewed the construction manager duties stated in the construction bid documents and accept them with no comments. Ricardo will maintain regular contact with the City's project manager as well as the contractor and designer. Additional Scope that we have identified include the following:
Commissioning, testing and startup coordination



System Outage Request coordination

Warranty support, 1 year

11 month warranty meeting (per Section 01312-1.12)

5. Contract Administration Manual: Agreed.
6. Project Meetings: In addition to the preconstruction conference meeting and weekly meetings, we will conduct special meetings as needed to review submittals, resolve technical items or other purposes.
7. Construction time management: Agreed.
8. Project Partnering Meetings: Agreed.
9. Public Outreach: We propose CirclePoint, for public outreach. They are providing excellent public outreach for the SRWA Project.
10. Escrow Bid Documents Review: Escrow bid documents are stored either hard copy at a local institution or electronically in a Cloud service. We can do either and there is no advantage either way. We will manage the escrow documents per the RFP requirements.
11. Review Photographic and Video Documentation: Agreed. We will also take our own pre-construction photographs and daily progress photographs.
12. Full-Time Inspection: We will provide a full time inspector for the pipeline work and another full time inspector for work on the booster pump station and tank site. They will monitor and document the construction work and complete the other tasks outlined in the RFP.
13. Structural Observation: ICM's engineer, Don Kurosaka, PE, will provide structural observation per Section 01455.
14. Observe and Report on Contractor's Compliance with Work Restrictions: Jeff Inferred, PE will review the contractor's schedule and enforce the SRWA coordination requirements in Section 01140. He will also coordinate with the City, Carollo, the City's biologist, and Turlock Irrigation District on the scheduling of activities impacted by work restrictions.
15. Monthly progress reports: We accept the monthly progress report requirements. A sample monthly progress report from one of our Projects is in Appendix B.
16. Stormwater Pollution Prevention: Kaz & Associates, who are providing SWPPP services on the Ceres terminal tank project, will be providing QA oversight of the contractor's SWPPP paperwork and BMPs.
17. Materials Testing and Special Inspection:
 - Material testing (soils, concrete, grout, CLSM, welding) will be provided by BSK Associates, who have been performing material testing for ICM projects for 10 years.
 - Special inspection as described in Section 01455-3.01 and 3.02 includes:
 - Concrete – Will be provided by BSK Associates.
 - Architectural, Mechanical, and Electrical Components – Will be provided by ICM's inspectors including Kyle Drury, PE (mechanical), Steve Miller (electrical), and Don Kurosaka, PE (structural).
 - Masonry – Will be provided by ICM's inspector or BSK Associates.
 - Soils – Will be provided by BSK Associates.
 - Structural Steel – Will be provided by ICM's inspector or BSK Associates.
 - Structural Steel Bolting – Will be provided by ICM's inspector or BSK Associates.
 - Seismic inspection - Will be provided by ICM's structural inspector Don Kurosaka, PE.





Coatings – Will be provided by Bay Area Coatings Consultants, who have been providing NACE certified coating inspection for ICM projects for over 15 years.

Structural – Will be provided by ICM's structural inspector Don Kurosaka, PE.

18. Coordination with Design Engineer: Agreed.
19. Coordination for Special Engineering Inspections: Agreed.
20. Coordination with Utility Owners: Agreed.
21. Project Records: Agreed.
22. Review Schedules: Jeffrey Inferrera, PE will be reviewing the contractor's baseline schedule and monthly updates.
23. Review Quantities and Invoices: Ricardo Bedoy, PE, in coordination with ICM inspectors, will provide this service. We agree on the City's Scope.
24. Change Orders: Ricardo Bedoy, PE, will provide this service. We agree on the City's Scope.
25. Claims: Agreed.
26. Labor Compliance Monitoring: RGM Kramer will be providing labor compliance services in compliance with the RFP's Scope item.
27. As-Built Drawings: Agreed.
28. Final inspections and Recommendation to Accept the Work: Agreed. We also provide a pre-Punchlist to the contractor prior to substantial completion so work can be expedited. Appendix C contains a sample Punchlist. A pre-construction meeting is required in the specification which we will conduct.
29. We understand and agree with the RFP's listing of Scope of Services for Carollo Engineers, City staff, and contractor.

Optional Services:

1. ADA compliance certification or warranty.
2. SWPPP plan development, SWPPP certification and SWPPP uploading to State web site.
3. Surveying by a California Licensed Land Surveyor.
4. Construction staking.
5. Engineering support services such as technical review of submittals and RFIs with the exception of schedule submittal, schedule of values submittal, list of submittals, and RFIs better answered by our field staff.
6. Cost for onsite field office and associated utilities and appurtenances which is to be provided by the contractor.
7. Building official reports or sign offs.

Exclusions:

1. ICM is not responsible for Contractor's safety or safety program.
2. ICM is not responsible for Contractor's schedule.

5. Labor Estimate

Below is our Estimate Labor Table:

City of Turlock Surface Water Distribution System Improvements Project

ICM's Estimated Level of Effort for CM and Inspection Services																														
Electrical Inspector	NTP																	2022	2023								SC	FC	Note 1	
	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Sep-24	Total	
Role	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Principle	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	24	1080	
Construction Manager	100	168	160	160	168	168	160	184	168	168	176	160	184	168	160	160	168	168	160	184	152	160	176	176	160	160	168	24	4468	
Terminal Tank Site QA	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8		216	
Terminal Tank Site Inspector	40	168	160	160	168	168	160	184	168	168	176	160	184	168	160	160	168	168	160	184	152	160	176	176	160	160	40		4256	
Pipeline QA						8	8	8	8	8	8	8	8	8	8	8	8												96	
Pipeline Inspector						80	160	184	168	168	176	160	184	168	160	160	168	80											2016	
Electrical Inspector					16			16					24	24	24	24	24	24	24	24					16	16			232	
Structural Inspector													24	24															48	
Administrator	60	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	60	60	8	1148	
SWPPP QA			16	8	8	8	8								8	8	8	8	8										88	
Field Phone	2	2	2	2	2	3	3	3	3	3	3	3	3	3	3	3	3	3	2	2	2	2	2	2	2	2	2		67	

Note 1: From October 2023 to September 2024 - Warranty Support

APPENDIX A

REUMÉS





Qualifications

Registrations:

Professional Civil
Engineer, California No.
62190

Registered Construction
Inspector (Division 1)
ACIA, No. 5832

California SWPPP QSP,
QSD No. 23237

Education:

MS, Environmental
Engineering, Cornell
University, 1991

BS, *cum laude*,
Environmental Science
and Engineering, Rutgers
University, 1986

Mr. Inferrera has more than 30 years of experience in the water and wastewater industry with emphasis in construction management, resident engineering, and inspection. He specializes in pump stations, wastewater and water treatment plants and pipelines

Atherton Booster Pump Station and Tank Project, City of Manteca - Construction manager for the construction of a 5 MGD booster pump station, 3.6 million steel tank, and related electrical, controls, instrumentation, piping, and site civil work. Mr. Inferrera was responsible for contract administration, inspection, change orders, resolution of contractor conflicts and of technical issues.

SRWA Regional Surface Water Supply Project, Stanislaus Regional Water Authority – Provided construction management for the construction of a new 15 MGD treatment plant and 7 miles of 42” pipeline. Final capacity will be 45 MGD. System components included pre-oxidation with permanganate; flash mixing; flocculation; sedimentation; ozonation; GAC/sand filters; chlorine disinfection; clearwell; pumping station; residuals handling facility; chemical storage and feed equipment; corrosion control; cybersecurity provisions; power supply and emergency generator power; instrumentation and controls; administration, operation, maintenance, and laboratory facilities; and site civil improvements.

Mather Tank and Booster Pump Station Main Improvements - California-American Water Company, Sacramento, CA. - Provided construction management and inspection services for the construction of a 2 MGD booster pump station feeding a new 3 MG water storage tank and 16-inch-diameter water main improvements. Pipeline components included ductile iron, steel pipe, welded connections, bolted connections, magmeter installation, coatings and disinfection.

Influent Pump Station, City of Manteca - Construction manager for the successful construction of a 20 MGD influent pump station and wastewater treatment plant expansion. The pump station consisted of a 40-foot deep structure, two 10 mgd and two 5 mgd pumps, variable frequency drives, piping, and valves. Jeff handled change orders, ran weekly meetings, monitored contractor schedule, was responsible for change orders, RFIs, CPRs, work orders, resolution of contractor conflicts, initiation of owner requested design changes, control of engineer’s response to submittals and RFIs, construction cost estimates, and performed startup and SCADA prove out.

Woodbridge Pump Station, City of Manteca - Resident engineer for the construction of a 5 mgd pumping station including a 30-foot deep wet well and dry well, two 30 hp pumps, two generators, piping, valves, and vaults. Mr. Inferrera was responsible for contract administration, inspection, document control, change orders, and resolution of technical issues and performed startup and SCADA prove out.

Oak Avenue Wastewater Pump Station, City of Folsom - Performed resident engineering and inspection of the Oak Avenue Wastewater Pump Station. Station consisted of the construction vector discharge location, piping, concrete ramp, manhole, and fencing. Mr. Inferrera was responsible for contract administration, inspection, change orders, resolution of contractor conflicts and of technical issues.

St. Andrew's Lift Station Upgrade, El Dorado Irrigation District - Resident engineer for the \$1 million upgrade of St. Andrew's Lift Station upgrade project. Construction work includes demolition of the existing electrical/mechanical dry pit, installation of five raw sewage pumps ranging from 3 to 150 hp, conversion of the dry pit to a wet pit, conversion of the wet pit to an emergency storage tank, installation of a 500 kW generator, miscellaneous valves and piping, and construction of a masonry electrical control building. Mr. Inferrera was responsible for contract administration, inspection, change orders, resolution of contractor conflicts and of technical issues.

Lake Forest Pump Station, City of Folsom - Resident Engineer for the demolition of the existing pump station and the construction of a new pump station with wet well, electrical, instruments, pumps, piping, flow meter, associated equipment and site improvements. Two 15 hp submersible pumps were set at the bottom of a wet well. The pumps discharged to 8 inch ductile iron force main and flowed through a magnetic flowmeter. Mr. Inferrera was responsible for contract administration, change orders, resolution of contractor conflicts and of technical issues.

Surface Water Treatment Facility, Stanislaus Regional Water Authority - Providing construction management and inspection services as the owner's representative on this Design Build project. This \$230 million project includes a raw water pump station, finished water pump station, three pipelines and a water treatment plant.

South River and New Natomas Pumping Stations, Sacramento Regional County Sanitation District Performed constructability review and completed construction schedule for a new 120" diameter pipeline, and two large wastewater pump stations capable of 235 mgd. Total construction value at \$96 million.

Tara Park Pump Station, City of Manteca - Field engineer and inspector for the Tara Park Pump Station consisting of the construction of a 4mgd pumping station that includes a 25 foot deep wet well, dry well, two 20 hp pumps, two generators, piping (up to 30 inch), 12 inch magmeter, valves, and vaults.

Las Vegas Wastewater Treatment Plant – Las Vegas, NV - Resident engineer for plant expansion of city's water pollution control facility expansion from 66 to 93 mgd. This \$105 million expansion program involved 13 separate construction contracts, six separate contractors, and multiple contracts. Facilities involved in this expansion include secondary clarifiers, blower building, primary sedimentation, biological nutrient removal, chlorination/dichlorination, chemical feed facilities, filtration, anaerobic digesters, pumping stations, SCADA, headworks, mechanical dewatering, odor control, and O&M building. Approximately 10,000 lineal feet of pipeline was installed ranging in size from 8 to 120 inches in diameter.

City of Manteca Project Wastewater Quality Control Facility Expansion - Manteca, CA
Construction manager and/or inspector for over \$100 million of construction projects for the City of Manteca including the following:

- Inspection of Union and Louise Road Cured in Place Pipeline (CIPP) Rehabilitation Project.
- Inspection of South Trunk Sewer Project as part of the FEZ Project Phase
- New WWTP Influent Pump Station.
- Construction of aeration basins and secondary clarifiers.
- New 10 mgd tertiary filtration and UV disinfection.
- New solids handling facility including sludge mixing tank.
- North Plant Aeration Efficiency Improvements.
- Two new digesters, rehabilitation of two existing digesters, new digester control building.
- Tara Park and Woodbridge sewer lift stations.
- Atherton Tank and Pump Station Project.



Qualifications

Registrations:

Professional Civil
Engineer, California No.
39403

Education:

B.S., Civil Engineering,
California State
Polytechnic University,
Pomona, 1983

Mr. Bedoy has over 30 years of experience in the construction management, engineering and inspection of construction projects. Projects range up to \$84 million. His expertise is in the management and inspection of treatment plants, pump stations and pipelines.

Arden Service Area Pipe & Meter Installation Ph 2A Project – Sacramento County Water Agency

Construction Manager for the construction of 8 inch and 12 inch water mains as well as fire hydrants, backflow preventers, appurtenances and tie ins, new metered services. Consisted of approximately 3 miles of pipeline. Inspection was performed on the pipe installation, lateral tie ins, bedding and backfill, shoring, and traffic control. Construction cost &7,800,000.

BMP CDS Project - Pajaro Valley Water Management Agency

Construction Manager for the construction of 10 miles of recycled water pipeline, 12-inch to 36-inch steel pipe, bores across Highway 1, Horizontal Directional Drill across the Pajaro River with 1,300 feet of 36-inch steel pipe, having a construction cost of \$17,250,000.

Willow Pass Pump Station and Pipeline - Contra Costa Water District

Resident Engineer for the construction of a 20,000 GPM pump station and two miles of 30-inch steel pipeline through commercial areas and contaminated soil removal. Construction cost \$7,000,000.

Bay Point Pipeline and Pump Station - Contra Costa Water District

Resident Engineer for the construction of three miles of 20-inch steel pipeline and new pump station. The project consisted of pipeline construction through residential areas and Federal property, contaminated soil removal and extensive utility conflicts. Construction cost \$3,200,000.

Peterson WTP Flocc/Sed Rehabilitation Project – San Juan Water District, CA. Resident Engineer and Inspector for the rehabilitation of the WTP flocculation systems. The project consisted of removal and replacement of five flocculation systems, four sludge collection systems, construction of settled water channel, baffle walls, launders, polymer pumps, new MCCs, fiber optics and SCADA upgrades.

Penn Valley Pipeline, Pump Station and WWTP – Nevada County

Resident engineer for the installation of 46,000 LF of 6” HDPE Sewer Force Main, Hwy 20 bore & jack, and Horizontal Directional Drill (HDD), 20” HDPE sewer gravity line, 20” HDPE pipe burst of a 15” VCP sewer line, new manholes, and rehabilitation of existing manholes, new pump station in Penn Valley, and headworks improvements at the Lake Wildwood Treatment Plant. Headworks improvements included recoating with Enduroflex, a new grit removal system and headworks odor control system. Construction cost \$6,000,000.

Compressed BioGas Fueling Facility Project – Manteca WQCF, CA

Construction Manager for the conversion of BioGas into renewable Compressed Natural Gas (CNG). The construction included CNG Compressors, Dryer and Storage equipment, Hot Water Boiler for Low

BTU Gas, Digester Gas/BioCNG System, fast-fill and time-fill fuel dispensing, steel canopy, vehicle wash facility, mechanical and electrical equipment, instrumentation, and PLC and SCADA integration.

Tesla Treatment Facility: WSIP San Joaquin Region Projects - San Francisco PUC

Lead Inspector for the construction of a new 315-MGD water treatment facility using ultra-violet (UV) disinfection. The project consisted of UV Reactor Building having twelve (12) 48-inch UV reactors, two (2) standby 2000 kW generators, Chemical Storage Building, Operations Building, 60-inch to 90-inch butterfly valves, 84-inch to 144-inch welded steel pipe inlet and outlet piping, two (2) 144-inch butterfly valves, and two (2) 84-inch butterfly valves. \$84,000,000 construction cost.

Newark Sub-Basin Upper Relief Sewer Project - Union Sanitary District

Construction Inspector for the construction of 3,500 feet of 21-inch polycrystalline sewer using micro-tunneling methods to cross under a highway bridge and railroad, and construction in residential and commercial areas. Construction cost \$3,000,000.

Carson Creek, Carson Crossing, West Valley, Lot V Projects – El Dorado Irrigation District

Construction inspection for the installation of water and sanitary sewer lines for numerous multi-dwelling developments. This work was installed by the developer but since it will be owned by the District, the construction was in accordance with and inspected to District standards.

Lower Silver Creek Reaches 1, 2 & 3 - Santa Clara Valley Water District

Resident Engineer for 9,600 lineal feet of channel improvements consisting of concrete lined channel, trapezoidal earthen channel with gabions, flood walls, shotcrete, Alum Rock bridge replacement using prestressed girders, utility relocations. Construction costs \$35,000,000.

Castroville Seawater Intrusion Project - Monterey County Water Resources Agency

Construction Manager for the construction of 43 miles of HDPE and CCP recycled water pipeline, ranging from 12-inch to 51-inch diameter, retrofit of existing water wells, new wells, pump stations, and bore crossings. Construction cost \$32,000,000.

East Segment Pipeline: WSIP San Joaquin Region Projects - San Francisco PUC

Lead Inspector for the construction of 6.7 miles of 78-inch welded steel pipe, three valve structures, fabrication inspection, having a construction cost of \$45,000,000.

West Segment Pipeline, WSIP San Joaquin Region Projects - San Francisco PUC

Lead Inspector for the construction of 11 miles of 78-inch welded steel pipe, four highway bore-crossings, crossing Delta-Mendota Canal and California Aqueduct, Construction cost \$48,000,000.

Pipeline Phase II Project - San Diego Gas & Electric

Project Engineer for Phase II consisting of 30,000 feet of 36-inch steel gas main through heavily travelled commercial districts and a \$6,000,000 construction cost.

Pipeline 4 Extension, Phase II - San Diego County Water Authority

Resident Engineer for 7.75 miles of 72-inch steel pipeline construction through fully developed residential areas, open country, tunnel crossings of major arterials, and environmentally sensitive areas. Construction cost \$25,000,000.

Reservoir 4A & Pump Plant No. 6 - La Habra Heights County Water District

Project Manager for the design and construction of a 2.0 MG steel reservoir and pump station relocation having a \$1,100,000 construction cost.



Mr. Drury specializes in water and wastewater inspection and construction management. Kyle is experienced with all trades including site civil work, pipelines, concrete, mechanical, paving, coatings, electrical and instrumentation and controls. He is detail oriented and proficient with reading plans and specifications.

Qualifications

Education:

Bachelor of Science,
Mechanical Engineering,
California State
University, Sacramento,
2017

Professional Engineer,
Civil/Structural/Mechanical
California, No. M 39973

Certifications:

10 Hour OSHA Safety
Training, 2020

Confined Space Safety
Training

SWPPP Practitioner
Training, pending, 2021

Construction Permit – LRP
Training, State Water
Resources, 2021

Inspector - Pump Station Rehabilitation Project – Antioch, CA

Delta Diablo Sanitation District Pump Station Rehab project consisted of rehabilitation of five pump stations. Work included all trades including pipelines, pumping systems, electrical, instrumentation and controls, coatings, concrete, HVAC, and building construction.

Inspector - WWTP Rehabilitation Project – City of Yuba City, CA

The City of Yuba City Wastewater Treatment Facility Improvements project consisted of Digester fixed covers and gas system piping, Bar Screen replacement, structural steel canopy and sludge dewatering screw presses including conveyance system. Major electrical and control improvements included new Motor Control Centers, PLC's, 12KV transformers, electrical ductbanks, and SCADA integration of five process areas, plus modernization of facility network.

Inspector - Arden Service Area Pipe Installation Project – Sacramento, CA

Project consisted of the construction of 8 inch and 12 inch water mains as well as fire hydrants, backflow preventers, appurtenances and tie ins, new metered services. Consisted of approximately 3 miles of pipeline. Inspection was performed on the pipe installation, lateral tie ins, bedding and backfill, shoring, and traffic control.

Inspector - VFWD Storm Water Trash Capture Project – Vallejo, CA

Project consisted of installation of Manufactured Treatment Devices (MTD) at three project locations (Solano Avenue, Sonoma Boulevard and Williams Drive) including 66" reinforced concrete pipelines, traffic control, temporary storm drain diversion, demolition, deep excavation, shoring, dewatering, subgrade preparation, reinforced concrete foundations, installation of precast vaults with MTD, couplings, retrofit of existing vault with MTD, cast-in-place structures, storm drain manholes, retaining walls, backfill, grading, installation of curb and gutter, paving.

Inspector – Barrett Ranch East Ph 1 Project – Sacramento, CA

This Sacramento Suburban Water District project consisted of 3,400 feet of 8 to 16 inch ductile iron water main line. Construction went down Don Julio Blvd and Antelope Road as well as newly developed areas. The project encountered extensive underground interferences. Inspection was performed on the pipe installation, lateral tie ins, bedding and backfill, shoring, and traffic control.

Other Experience

As a designer, Kyle has worked on a myriad of projects for the US Army Corps of Engineers, US Air Force, California Department of Water Resources, and Southern California Edison involved in assessment, design and construction support of facilities including pipelines, mechanical piping systems, process systems, railways structures, buildings, and electrical substations.



Mr. VanDusen has more than 17 years of experience inspecting public works construction and over 10 years in construction trades. He is experienced inspected grading, concrete structures, piping systems, coatings, electrical, I&C and is knowledgeable of regulations impacting construction including SWPPP, ADA, and applicable permit requirements.

Qualifications

Certifications:

10 Hour OSHA Safety Training, 2020

Confined Space Safety Training

QSP and CESSWI
Certified Stormwater Inspector, California (2011, not current)

Registered
Construction Inspector
Division IV, ACIA (2003, not current)

CCCSD Lafayette Sewer Renovations, Phase 15 – Lafayette, CA

Inspector for the various methods of replacement & rehabilitation of sanitary sewer collection systems throughout the cities of Lafayette and Moraga. The scope of work involved the installation of approx. 2900 lineal feet of PVC gravity sewer via open-cut excavation, and 3100 lineal feet of fusion-welded HDPE using trenchless pipe-bursting methods. 36 new manholes were constructed, and 28 existing manholes internally rehabilitated with protective coating. The Contract also included the rehabilitation of approximately 5800 lineal feet of existing clay pipe using cured-in-place pipe liner. 150 existing residential sewer laterals were reconnected to new & rehabilitated sewer mainlines during construction.

Mare Island Way Sanitary Sewer Rehabilitation – Vallejo, CA

Inspector for a new sewer main & manholes, Cured-In-Place Pipe liner, and 24-hour sewage bypass pumping. Construction included 380 lineal feet of 8", 36", 42", & 48" PVC pipeline, 7' & 10' dia. poured-in-place manholes, 560 lineal feet of 36" CIPP rehabilitation, and subsequent restoration of asphaltic paving and landscaping. Existing 3-5 MGD sewage flows maintained via bypass pumping throughout construction and rehabilitation.

Bidwell Street Pipeline Replacement – Folsom, CA

A Public Works project involving the removal of existing Transite watermain and domestic services and installing over 3700 lineal feet of new PVC C900 and Ductile Iron water mains, fire hydrant laterals, and new polyethylene domestic services. The water system required the implementation of 100% restrained-joint pipe fittings consisting of mechanical-joint Mega-Lug flange adaptors, mechanical bell restraints on PVC C900, and Field Lok gaskets for ductile iron bell & spigot joints.

Inspector of Pipeline Rehabilitation Projects – Folsom, CA

Inspector for the replacement or rehabilitation of many miles of water, wastewater and storm pipeline systems. These projects included open excavation in high traffic roadways.

Inspector of Developer Projects – Folsom, CA

Inspector for hundreds of miles of underground sewer, water and storm pipelines including manholes, concrete inlets, discharge structures, lift stations and force mains.

Oak Avenue Parkway Transmission Main – Folsom, CA

Privately funded water project to supplement gravity-fed water from an above-ground reservoir to an existing pump station. This project consisted of approximately 2000 lineal feet of 42-inch Ameron Prestressed Concrete-Steel Cylinder pipe. Throughout the installation, each welded joint required internal visual inspection for weld quality, and subsequent internal grout inspections prior to pressure testing, sterilization, and final connection to the existing system. Internal inspections were conducted via a rolling “mechanic’s creeper” with a retrieval harness system per my OSHA Confined Space training and certification.

Bidwell Street Sewer and Storm Drain Rehabilitation – Folsom, CA

Public Works Project to remove and replace approximately 4000 lineal feet of 10-inch VCP sanitary sewer mains and 4-inch service laterals with PVC SDR-26 of similar size, and upgrade 2400 lineal feet of 16-inch Transite storm drain using new 24-inch RCP. Both the sewer and storm systems required new pre-cast, as well as cast-in-place manholes and drain inlets. The project also mandated that minimal customer outages occur, requiring most of the construction be performed at night.

Delta Diablo Pump Station Rehabilitation Project – Antioch, CA

Inspector for the rehabilitation of five pump stations. Work included all trades including site civil work to protect facilities from floods, concrete rehabilitation, new piping, new pumps, new electrical and I&C, HVAC, building construction.

Willow Hills Reservoir Trail and Fishing Dock – Folsom, CA

Inspector for a recreational trail project located in an environmentally sensitive area around the Willow Hills Reservoir. Inspected grading, protection of environmental areas including vegetation and wildlife and compliance with permit requirements. Inspected trail construction, park facilities including dock and bathrooms. Inspected BMPs, sampled, tested and documented water quality compliance throughout the construction operations.

Zone 5 Pump Station – Folsom, CA

Inspector for the construction of a new potable water pumping facility which pumps gravity fed domestic water from Zone 4 above-ground reservoir to an elevation of 480 feet to fill a 3.5 million gallon Zone 6 reservoir. Construction consisted of a masonry pump station building containing pumps, piping, electrical, I&C, as well as 6000 feet of 12 inch ductile iron water main.

Zone 6 3.5 Million Gallon Reservoir – Folsom, CA

Inspector for the Zone 6 potable water storage tank. Construction consisted of reinforced concrete slab, yard piping, welded steel tank (120 feet diameter, 50 feet tall). The steel tank had a PVC liner. Welds were x-rayed and certified. PVC liner was spark tested. Disinfection in accordance with AWWA C651.

Additional inspection projects included residential and commercial development work that involved mass grading, road construction, curb and gutters, wet and dry utility installations. SWPPP compliance, BMP inspection, environmental controls for dust, wildlife, vegetation, and source material sampling were part of inspection duties.



Mr. Miller has more than 30 years of experience in the construction industry as an electrical inspector, electrician, and quality assurance officer on a wide variety of public works projects. Mr. Miller has extensive expertise in power distribution systems and controls and instrumentation systems.

Qualifications

Education:

Building Technology,
Short Circuit Analysis,
NEC courses, Circuit
Breaker Coordination –
Sierra College

Engineering Science –
American River College

Certifications:

Certified Electrical
Inspector, ICC No
1060878-E2 (not current)

New Natomas and South River Pump Stations, Sac County Sanitation District | 2004 | \$125 million

Special Inspector (electrical) of medium-voltage distribution for new force main pumping stations for the County of Sacramento Regional Sanitation District

Bridlewood Pump Station | El Dorado Irrigation District, El Dorado Hills, CA | 2016 | \$3.5 million

Electrical inspector wastewater pump station rehabilitation project.

Raw Water Pump Station Phase 1 | Stanislaus Regional Water Authority | 2019 | \$6.6 million

Electrical inspector for all electrical on job including valve controls, power and control for pumps and other site electrical

Tara Park Pump Station | City of Manteca | 2006 | \$2 million

ICM's signatory for Release for Power Notification to PG&E. Electrical inspector for the construction of a 4 MGD pumping station. Performed inspection of all electrical associated with pumps, an odor control biofilter, generator, valves, and a new PG&E service entrance.

Woodbridge Pump Station | City of Manteca | 2008 | \$2.5 million

ICM's signatory for Release for Power Notification to PG&E. Electrical inspector for the construction of a 5 MGD pumping station built for future expansion to 7 MGD which included new pumps, an odor control biofilter, a generator, valves, vaults and new PG&E service.

Atherton Booster Pump Station and Tank Project | City of Manteca, CA | 2014 | \$5.6 million

Electrical inspector for this new pump station and tank project. Inspected underground conduits, wiring, and panels to specifications and code compliance. Performed FAT for MCCs and PLCs plus startup support.

Lake Forest Pump Station | City of Folsom, CA | 2010 | \$740,000

Electrical inspector for this new pump station. Inspected underground conduits, wiring, and panels to specifications and code compliance. Performed FAT on panels.

Oak Avenue Pump Station | City of Folsom, CA | 2015 | \$2.2 million

Electrical inspector for this pump station rehabilitation. Inspected underground conduits, wiring, and panels to specifications and code compliance. Performed FAT on MCCs and PLCs.

Yuba WWTP Rehabilitation | City of Yuba City, CA | 2019-2020 | \$18 million

Electrical inspector for rehabilitation project including replacing all Plant PLCs, all five Plant transformers, all Plant motor control centers, new VFDs, and new fiber optic backbone. Assisted with shutdowns, startup, and inspected conduits, wiring, and panels to specifications and code.

Wastewater Quality Control Facility Digester Expansion | Manteca, CA | 2017-2019 | \$20.2 million

Special Inspector (electrical) for wastewater treatment facility expansion project. Tasks inspected included motor-controls and instrumentation, building power and lighting, conduit, wiring, panels, PLCs, and compliance to the electrical code and contract documents. Performed FAT for MCCs and PLCs plus startup support.

Wastewater Quality Control Facility South Plant Expansion | City of Manteca | 2006 | \$30.7 million

Electrical inspector for the electrical, instrumentation, controls, PLCs, and SCADA associated with the construction of a new influent pump station, grit tanks, sedimentation basins, aeration basins, secondary clarifiers, foul air biofilter, new electrical systems, new SCADA system, new transformers, MCCs, pumps, blowers, and a new PG&E service. Performed FAT for MCCs and PLCs plus startup support.

Wastewater Quality Control Facility UV and Filtration | Manteca, CA | 2008 | \$22.7 million

Special Inspector (electrical) for wastewater treatment facility expansion project. Inspection included 17kV and 480-volt electrical distribution systems, motor-controls and instrumentation, building power and lighting, UV lighting disinfection system, conduit, wiring, panels, PLCs, and compliance to the electrical code and contract documents. Performed FAT for MCCs and PLCs plus startup support.

Wastewater Quality Control Facility Solids Handling | Manteca, CA | 2009 | \$4.5 million

Special Inspector (electrical) for wastewater treatment facility expansion project. Tasks inspected included motor-controls and instrumentation, building power and lighting, conduit, wiring, panels, PLCs, and compliance to the electrical code and contract documents. Performed FAT for MCCs and PLCs plus startup support.

Davis WWTP Rehabilitation | City of Davis, CA | 2014 | \$4.5 million

Electrical inspector for rehabilitation project including new VFDs and new influent pumps. Inspected conduits, wiring, and panels to specifications and code.

WWTP Compliance Project Phase 1B | City of Ione | 2015 | \$1.6 million

Electrical Inspector for the construction of two new pump stations and new outlet structures and piping to connect ponds to the pump stations. Electrical inspector during a critical shutdown and power cutover. Provided inspection and testing for SCADA and two new aerators.

Jenny Lind Treatment Plant Filter & Solids Handling Project, Valley Springs, CA | 2007 | \$3.1 million

Electrical Inspector for the treatment plant expansion upgrading the plant capacity from 5MGD to 6 MGD. Duties consisted of inspection of conduit, wiring, panels, PLCs, and compliance with electrical code and contract.

Sacramento International Airport, County of Sacramento | 2000 | \$48 million

Special Inspector (electrical) on multiple contracts that included: conversion of electrical distribution system from 4KV to 12KV, installation of new fire alarm, paging system, security controls & CCTV monitoring.



Mr. Kurosaka has more than 35 years of structural engineering experience managing the design and construction of infrastructure projects including water and wastewater treatment plants, pump stations, water storage structures, and water pipelines.

Qualifications

Licenses:

Professional Civil
Engineer, California
No. 29366

Professional Structural
Engineer, California
No. 2964

Education:

M.S., Structural
Engineering, California
State University, 1983

B.S., Civil Engineering,
University of California –
Davis, 1986

SJWD Hinkle Reservoir Outage Temporary Tank Project, Granite Bay, CA

Resident engineer for the construction of two 1-million-gallon bolted steel tanks and appurtenances connected to a 100MGD water treatment plant. Appurtenances included piping connections, I&C, mixers and ports for future chlorine injection.

Coastal Aqueduct, Phase II Pipeline Project – San Joaquin Valley, CA

As project manager and construction manager for this \$630 million project, responsibilities included the day to day field inspection and construction contract administration to ensure construction of all infrastructure improvements were constructed in accordance with the approved construction plans and specifications. The project included the placement of approximately 100 miles of steel pipeline from Kettleman City to Vandenberg Air Force Base, two reinforced concrete storage tanks, and three reinforced concrete pump stations.

Barker Slough Pumping Plant - Fairfield, CA

As design manager for this \$80 million project, responsibilities included the preparation of the plans and specifications of this reinforced concrete structure which would pump fresh water from the Sacramento-San Joaquin Delta to State Water Contractors in the region; providing construction support of the project facilities as necessary.

McClellan Drainage Realignment Project - Sacramento, CA

As design engineer for this project, responsibilities included the preparation of the plans and specifications of this reinforced concrete drainage collection and distribution structure which would handle the drainage waters for a large area; providing construction support of the project facilities as necessary.

Digester Tank Restoration, El Dorado Hills Wastewater Treatment Plant – El Dorado Hills, CA

As field engineer, evaluated the working condition of Digester Tank No. 2 at the El Dorado Hills Wastewater Treatment Plant. The work included the field inspection and evaluation of the concrete structural roof, walls and foundation footing and slab, all portals and pipe penetrations, and steel railing and stairways; prepared a condition assessment report on Digester Tank No. 2 with recommendations for potential repairs and restoration; based on client's review and direction proposed plans and specifications for restoration of structure and application of new coatings for Digester Tank No. 2 was prepared.

Pump Station No. 3, Three Rivers Levee Improvement Authority - Olivehurst, CA

As resident engineer for this \$17 million Feather River Levee Repair Project, Segment 1 and 3 Project, responsibilities included the day to day field inspection, and construction contract administration to ensure construction of all infrastructure improvements were constructed in accordance with the approved construction plans and specifications. This pump station was a reinforced concrete structure housing six pumps and several hundred feet of discharge piping capable of pumping flood waters out of the Plumas Lake residential and farming community to the Feather River. In addition to the pump station, the project involved the placement of six miles of new setback levee and the degradation of the old levee along the Feather River.



Mr. Gomes has over 35 years of experience working on water and wastewater pipeline installation projects. Mr. Gomes has been foreman and operator on construction projects and now works for ICM as a pipeline inspector. His experience includes water force mains, gravity lines, trenching, jack and bore, micro-tunneling, horizontal directional drill (HDD), working in streets and working with the public. His inspector duties include ensuring pipelines are installed per plans and specs, documenting work with photographs and daily reports, completing as-built drawings, and coordinating with the design engineer, District, and public.

Qualifications

Certifications:

D1 – Water Distribution Operation, 46207, California Department of Health

Competent Person Training, Trenching and Excavation

OSHA and Confined Space Training

Arden Service Area Pipe & Meter Installation Ph 2A Project – Sacramento County Water Agency

Inspector for the construction of 8 inch and 12 inch water mains as well as fire hydrants, backflow preventers, appurtenances and tie ins, new metered services. Consisted of approximately 3 miles of pipeline. Inspection was performed on the pipe installation, lateral tie ins, bedding and backfill, shoring, and traffic control.

Townsend Center Force Main Phase 3 – El Dorado Irrigation District, CA

Inspector for the replacement of 4,100 feet of 10 inch C900 PVC water force main installed within roadways and under several utilities, varying from a depth of 5 feet to 9 feet. The work included trenching, shoring, bedding, backfill, traffic control and interfacing with the public and multiple agencies.

Crestridge Lane Water Main Replacement Project – City of Folsom, CA

Inspector for the installation of 1,500 feet of 8 inch ductile iron potable water mainline installed within roadways. The work included trenching, shoring, bedding, backfill, traffic control and interfacing with the public and multiple agencies.

Sunrise Blvd Main Replacement Project – Citrus Heights Water District, CA

Inspector for the installation of 6 and 8 inch ductile iron potable water mainline installed within roadways. The work included trenching, shoring, bedding, backfill, traffic control and interfacing with the public and multiple agencies.

Palm Avenue Main Replacement Project – Citrus Heights Water District, CA

Inspector for the installation of 6 and 8 inch ductile iron potable water mainline installed within roadways. The work included trenching, shoring, bedding, backfill, traffic control and interfacing with the public and multiple agencies.

Fair Oaks 40 inch Pipeline Relining Project – San Juan Water District, CA. Inspector for the relining of approximately two miles of 40 inch diameter mortar lined steel cylinder pipe.

Penn Valley Dual Sewer Force Main – Nevada County Sanitation District, CA

Inspector for the installation of 46,000 LF of 6" HDPE Sewer Force Main, Hwy 20 bore & jack, and Horizontal Directional Drill (HDD), 20" HDPE sewer gravity line, 20" HDPE pipe burst of a 15" VCP sewer line, new manholes, and rehabilitation of existing manholes. The work included trenching, shoring, bedding, backfill, traffic control and interfacing with the public and multiple agencies.

12" Water Main Replacement Project – San Juan Water District, CA

Inspector for the installation of 4,000 feet of 12 inch ductile iron potable water mainline installed within roadways. The work included trenching, shoring, bedding, backfill, traffic control and interfacing with the public and multiple agencies.

The Lakes Water/Sewer Main Project – City of Discovery Bay, CA

City's inspector for developer's installation of 6 to 12 inch ductile iron, SDR 26 and C900 piping including laterals and stub outs for residential connections. Approximately 4 miles of pipeline was installed. With depths as low as 20 feet, dewatering was required.

Projects as a Pipeline Foreman/Heavy Equipment Operator for over 30 years

- Superintendent on 12 boring projects including micro-tunneling and horizontal directional drilling.
- Supervised installation of pipelines ranging from 6" to 108" diameter
- Experienced with Reinforced Concrete Pipe, Welded Steel Pipe, Ductile Iron, VCP and PVC
- Ensure all pipelines conform to job plans during installation
- Supervise shoring, backfill and compaction
- Pressure testing and disinfection
- Dewatering according to SWPPP regulations

Kennedale Pipeline Project – Tarrant Regional Water District, TX

2.5 miles of 108" welded steel water line. Depths ranged from 14 to 18 feet, requiring dewatering. There was one bore and jack.

Niland Pipeline Project – City of Niland, CA

Petroleum pipeline and fiber optic line installation. Depths were 12 feet deep; dewatering was required. This four mile pipeline project was completed successfully.

San Francisco PUC, Hetch Hetchy Aqueduct - Tracy, CA

12 miles of 78" welded steel water line for the SFPUC.

Portsmouth Force Main Segment 1 - City of Portland, OR

7,000 LF of 66" welded steel Sewer Force Main, open cut trench 16'-20' deep.

San Juan Water Treatment Plant - Granite Bay, CA

1,500 feet of 60" and 2,000 feet of 78" welded steel water line, valves and air vacs.

Freeport Pipeline Segment #1 - Sacramento, CA

11 miles of 78" welded steel water line, bore pits and receiving pits.

Water Main Installation – Watsonville, CA

10 miles of 10" to 36" welded steel recycled water line and 1,200 LF of 42" welded steel HDD for farm irrigation.



Mr. Lopez has 29 years of experience as a public works construction inspector. He has performed inspection on water and wastewater treatment and distribution projects including pump stations, pipelines, and treatment facilities. His work includes reinforced concrete and masonry structures, mechanical equipment, force mains, gravity lines, trenching, jack and bore, electrical and instrumentation, working in streets and working with the public.

Qualifications

Education/Certifications

Civil Engineering, California State University, San Diego, 1983 to 1986

Registered Construction Inspector (Division 1), American Construction Inspectors Association, No 6035

D1 – Water Distribution Operation, California Department of Health, No 42251

Competent Person Training, Trenching and Excavation

Confined Space Training, Asbestos Concrete Pipe Safety Training

Carson Creek Pump Station – El Dorado Irrigation District, CA. Inspector for the demolition of an existing sewer pump station and construction of a new replacement pump station. The work included new wet well, electrical/operations building, pumps, emergency generator, force main piping, gravity piping, electrical, and site civil.

Bridlewood Canyon Pump Station – El Dorado Irrigation District, CA. Inspector for the rehabilitation of an existing sewer pump station. The work included wet well improvements, new MCC's and instrumentation, pumps, emergency generator, odor control, force main piping, electrical, and site civil.

Lake Forest Pump Station – City of Folsom, CA. Inspector for the demolition of an existing pump station and construction of a new replacement pump station. The work included new wet well, pumps, emergency generator, force main piping, gravity piping, electrical, and site civil.

Atherton Pump Station and Tank Project – Manteca, CA. Inspector for the construction of a 5 MGD pump station, 3.6 million steel tank, and related electrical, controls, instrumentation, piping, and site civil work.

Oak Avenue Pump Station – City of Folsom, CA. Inspector for the rehabilitation of an existing pump station and installation of new pumps. The work included new overflow holding tanks, pumps, force main piping, gravity piping, electrical, and site civil.

Municipal Well Pump Station and Piping System - City of Woodland, CA

Senior construction inspector on this \$1.5 million water pumping and piping system. The project included over 4,000 feet of underground piping including ductile iron pipe in City roadways. As the inspector of record, provided oversight of all construction activities, coordinated work activities with the general contractor, and was responsible for project daily inspection and report writing.

Van Maren Pumping Station, County of Sacramento, CA

Construction inspector for a new \$17 million pump station. This 2 year project included a T-lock lined 35 foot deep wet well, two diversion structures, three tunnel borings and 1500 feet of 36" sanitary sewer pipeline 24 feet below grade. With poor soil conditions, shoring and dewatering was critical. Inspected subgrade, rebar, formwork, concrete placement, T-lock lining system, pipeline installation, backfill, pump installation, and instrumentation. Reviewed contractor progress payments, submittals, RFI's and performed SWPPP inspections.

Palm Ave. Pipeline Project – Citrus Heights Water District, CA. Inspector for the installation of over 5,000 linear feet 6 and 8 inch C900 and ductile iron potable water mainline. The work included trenching, shoring, jack and bore, bedding, backfill, traffic control and interfacing with the public.

Yuba WWTP Rehabilitation , City of Yuba City, CA

Inspector for the City of Yuba City Wastewater Treatment Facility Improvements Project consisted of Digester fixed covers and gas system piping, Bar Screen replacement, structural steel canopy and sludge dewatering screw presses including conveyance system. Major electrical and control improvements included new Motor Control Centers, PLC's, 12KV transformers, electrical ductbanks, and SCADA integration of five process areas, plus modernization of facility network.

Wastewater Treatment Plant Expansion Project, City of Woodland, CA

Senior construction inspector on this \$28 million wastewater treatment plant expansion project. With a project duration of two years, provided inspection and reporting of over 10 structures including a new pump station at a depth of 15 feet including dewatering and Class 3 soils. Underground pipe trenches were shored and dewatered, soil conditions were poor. Inspected aboveground piping, concrete structures, manholes, and pump and mechanical systems. As the inspector of record, provided oversight of all construction activities, coordinated work activities with the general contractor, and was responsible for project daily inspection and report writing. In addition, worked directly with the design engineer to work through design changes and resolve construction issues. Reviewed progress payments, submittals, and RFI's.

Pleasant Grove Wastewater Treatment Plant, City of Roseville, CA

Inspector the Pleasant Grove \$98 million wastewater treatment plant. For three years, provided inspection and reporting of over 20 structures including the pump station and headworks. Covered civil, structural and mechanical disciplines. Inspected deep underground pipelines that required shoring and dewatering. Inspected ductile iron pipe, vitrified clay pipe, reinforced concrete pipe, and lined piping systems. Mechanical inspection included vertical turbine pumps, compressed air filtration and HVAC systems. Inspected utilities, reinforced concrete and masonry structures, structural backfill, and roadway construction. Provided inspection for coatings and electrical. Reviewed contractor progress payments, submittals, RFI's and SWPPP.

Wastewater Treatment Plant Improvements Project, City of Manteca, CA

Inspector for a sludge removal system, water diversion structure, mechanical shop and employee locker room. The work included new masonry buildings, concrete diversion structure, underground pipelines, aboveground piping systems, mechanical systems and electrical improvements. As the inspector of record, provided oversight of all construction activities, coordinated work activities with the general contractor, and was responsible for project daily inspection and report writing. In addition, worked directly with the design engineer to work through design changes and resolve construction issues. Reviewed progress payments, submittals, and RFI's.

Sedimentation and Flocculation Improvements Project – San Juan Water District, CA. Inspector for the replacement of sludge removal system, flocculator drive motors and paddles, rapid mixers and motor control cabinets (MCC). Work included new structural support columns, 500 linear feet of a concrete settled water channel, chlorine and polymer distribution systems, stainless steel and ductile iron piping systems and new sample pumps and analyzers.

APPENDIX B

EXAMPLE MONTHLY REPORT



JULY 2020 PROJECT STATUS REPORT

OWNER NAME

PROJECT NAME



Wiring PLC



Transformer Pad Ready for Concrete



New Staircase for Digester



Working on Level Transducers

ICM

August 31, 2020

CONTRACTOR PROGRESS SUMMARY

I. Contractor Construction Activities Completed

In the month of July, *Contractor Name* performed the following activities:

- Completed Oxygen Transformer 12 KV cutover.
- Continued electrical work in the Contact Basins and Chlorine Building.
- Digester 2 is online.
- Dewatering Equipment cutover (SOR 50, 51, and 52).
- Continued work on the Dewatering Canopy.
- Continued work on the dome and Chlorine Contact Basin.
- Installed Chlorine Transformer Equipment Pad and conduits.
- Transmitted 13 submittals.
- Transmitted 11 RFIs.
- Provided quotes on one change order.
- Attended four progress meetings and led a workshop.

For the month of August, *Contractor Name* is planning on performing the following activities:

- Begin work on Dewatering Canopy Lights (CPR 102).
- Chlorine and Effluent Area Initial Cutover Workshop.
- Continue electrical work in Contact Basins and Chlorine Building.
- Install A/C units in temp container.
- Dewatering Building Cutover (SOR 53 R1).
- Apply coatings to Digester 1.
- Began preparing sub-grade for AC restoration at electrical ductbanks.
- Continue to work on the Dewatering Canopy.
- Continue site civil work.
- Install railings on Digester 1.

II. Project Budget

The Project Budget Summary Table is presented below. Actual Payments and Retention to Date are based on invoices from *Contractor Name* up to July 31, 2020. Possible change orders are based on work performed up to the end of July.

Project Budget Summary Table	
Original Budget	\$18,860,167.00
Approved Change Orders	\$ 377,428.89
Current Budget	\$19,237,595.89
Remaining Amount of Bid Items 9 & 10 Allowances	\$ 0.00
Possible Change Orders	\$ 120,616.27
Budget Projection	\$19,358,212.16
Actual Contractor Payments to Date	\$15,695,453.01

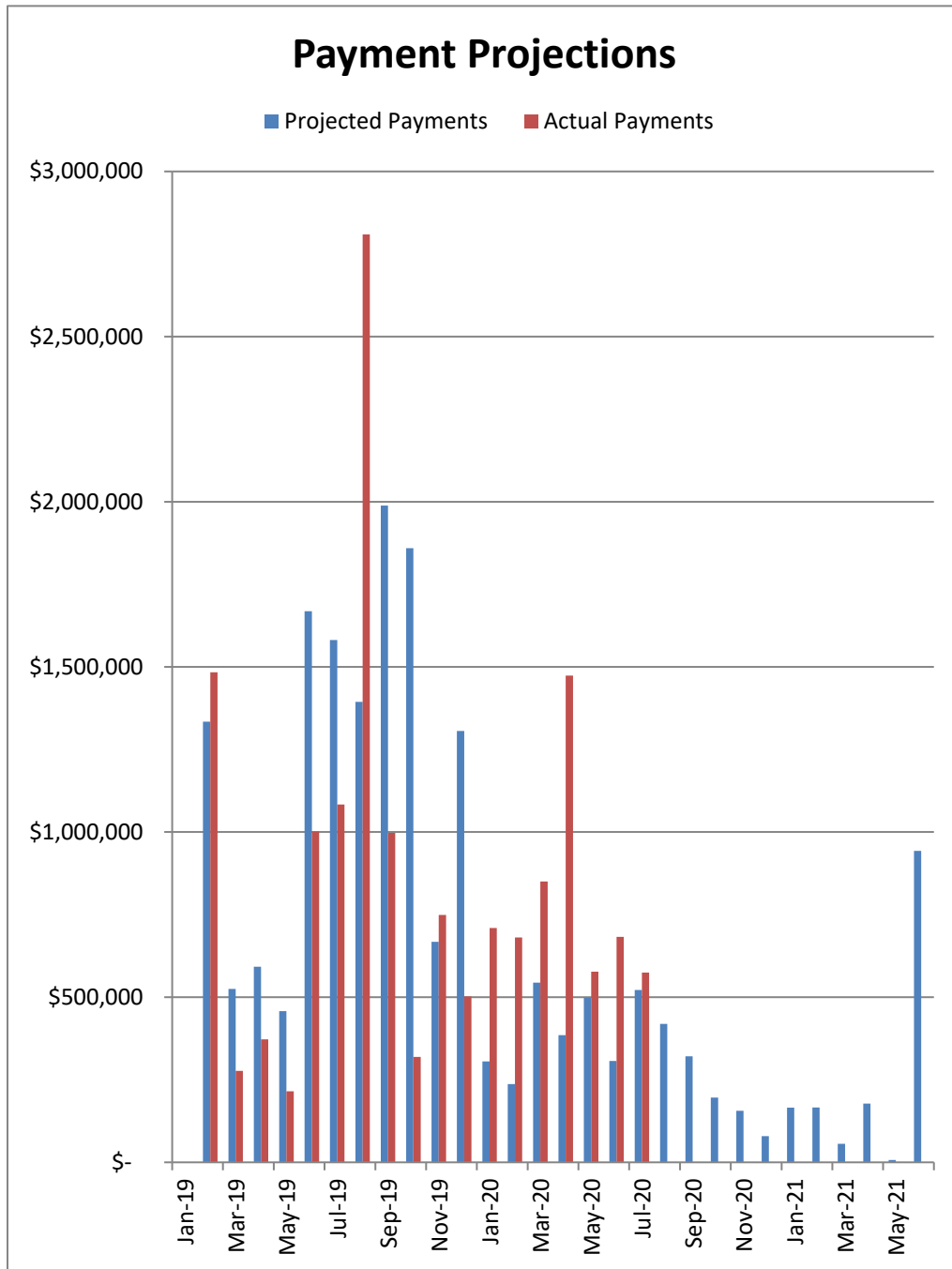
Contractor Claims in Review or Denied. *Contractor Name* has no claims to date.

The Change Order Details Table is presented below.

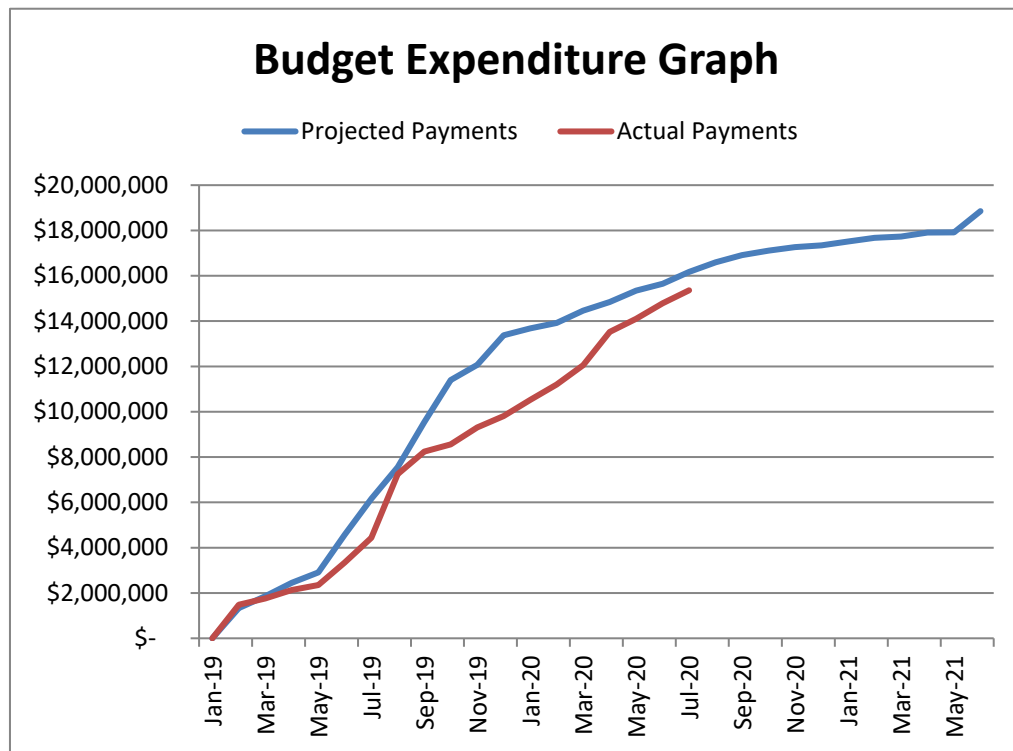
Change Order Details Table	
Approved Change Orders	\$377,428.89
CO1 (CPRs 1 & 7)	\$6,527.06
CO2 (CPRs 02, 06, 08, 11, 13, 18, 22, 24, 25)	\$0 [\$32,791.17 for Bid Item 10 Allowance]
CO3 (CPRs 17, 19, 27, 31, 36)	\$0 [\$53,601.40 for Bid Item 10 Allowance]
CO4 (CPRs 4, 12, 16, 26, 32, 34, 37, 45)	\$0 [\$96,206.99 for Bid Item 10 Allowance]
CO5 (CPRs 20, 43, 57, 59, 62)	\$0 [\$80,146.97 for Bid Items 9 & 10 Allowance]
CO6 (CPRs 33, 35, 44, 46, 48, 54, 60, 65, 75)	\$117,712.60 net cost [\$25,390.80 for Bid Item 9 Allowance]
CO7 (CPRs 39, 51, 55, 70, 71, 72, 73, 74, 82, 86, 88, 89, 91)	\$153, 573.80
CO8 (CPRs 50, 61, 66, 67, 68, 77, 78, 79, 96, 109)	\$99,615.43
Proposed Change Orders	Est. Cost: \$120,616.27
CPR21 Headworks Transformer Relocation	\$2,500.00
CPR38 Control Panel CP-SEB	\$(2,883.73)
CPR56 Equipment Nametags	\$5,000
CPR69 Polymer Feed Units	\$2,500
CPR80 Mud Valve Glands	\$5,000
CPR81 Vault and Ductbank Conflicts	\$10,000
CPR83 Add Paving	\$10,000
CPR84 Pump Out Splitter Box	\$5,000
CPR85 Delete Valley Gutter	\$(1,000)
CPR87 HW Bollards	\$2,500
CPR90 Chlorine Panel Modifications	\$5,000
CPR92 Dewatering Yard Light	\$5,000
CPR93 Move Digester 1 Light Pole	\$10,000
CPR94 Dewatering Area Wiring Mods	\$10,000
CPR97 Add 6 inch Plug Valve	\$5,000
CPR99 Dewatering Temperature Probes	\$2,500
CPR100 Screw Press PLC Program Mods	\$0
CPR101 Dewatering 3W Booster Pump	\$5,000
CPR102 Dewatering Canopy Lights	\$7,500
CPR103 Use Existing PLC Cabinet	\$(1,000)
CPR104 Extend Canopy	\$33,000

The Payment Projections and Budget Expenditure Diagrams are shown below. Projection values are estimates based on *Contractor Name's* latest Cash Flow Projection. Actual Payments are based on *Contractor Name's* approved monthly progress payment invoices.

Payment Projections. This chart provides a visual representation of monthly cash flow from *Owner Name* to *Contractor Name*. Values are adjusted to account for overhead and retainage.



Budget Expenditure Graph. This chart provides a visual representation of cumulative monthly cash flow from the *Owner Name* to *Contractor Name*. Values are adjusted to account for overhead and retainage.



III. Schedule/Schedule Impacts

In the month of July, 65% of the project time has been expended.

Based on *Contractor Name's* monthly schedule update in March 2020, the critical path activities include mostly electrical work as follows:

- Installing 12kV Pad Mounted Transformers (XFMR-MOG, -SEB, -MCB)
 - RAS building electrical and controls
 - Dewatering building electrical, control and signal & testing
 - Oxygen reactor basin equipment and electrical installation
 - Chlorine Building final testing, startup & commissioning
 - Substantial Completion
 - Final Completion

Pertinent dates from *Contractor Name's* schedule are shown on the Schedule Summary Table below.

Schedule Summary Table		
Activity	Initial Contractual Dates/Baseline Dates	Current/Updated Dates
Notice-To-Proceed	January 15, 2019	January 15, 2019
Substantial Completion	February 12, 2021	March 12, 2021
Final Completion	April 13, 2021	May 11, 2021

ICM believes that the project is on track at this time.

CONSTRUCTION MANAGEMENT TEAM PROGRESS SUMMARY

I. CM Activities Completed

In the month of July, ICM performed the following activities:

- Coordinated activities on a regular basis with *Contractor Name*.
- Inspected and observed *Contractor Name*'s work on a daily basis.
- Daily field reports and photographic documentation of project progress.
- Conducted four weekly progress meetings.
- Held one workshop.
- Processed one pay application.
- Initiated one change proposal request.
- Processed 11 RFIs.
- Processed 13 submittals.

II. CM Project Budget

At the end of July, approximately 60% of the construction management and inspection budget has been expended over 65% of the contract duration.

III. Material Testing Results

Two compaction tests were complete during the month of July. No failures reported. No correction needed.

DESIGN TEAM PROGRESS SUMMARY

I. Design Engineer's Name Activities Completed

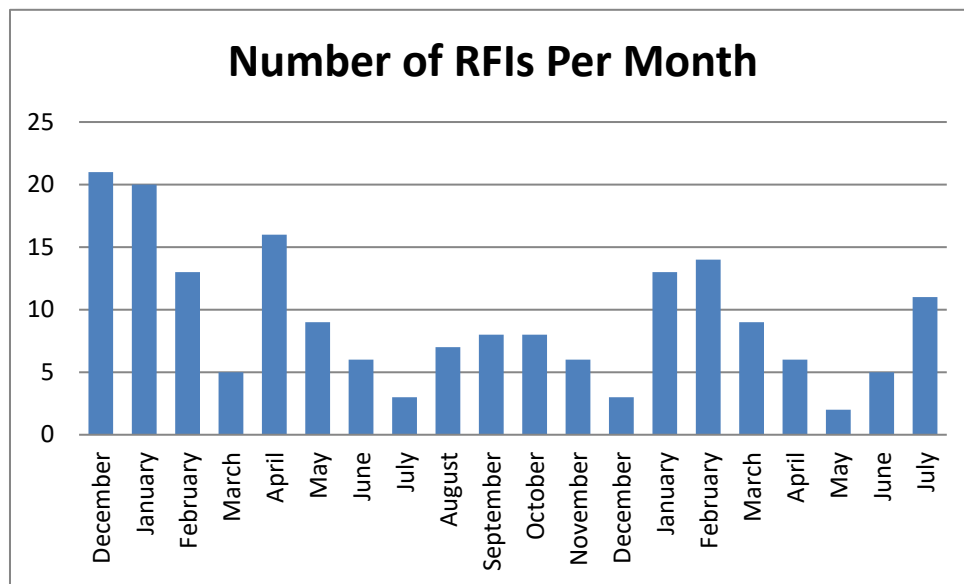
In the month of July, *Design Engineer Name* performed the following activities:

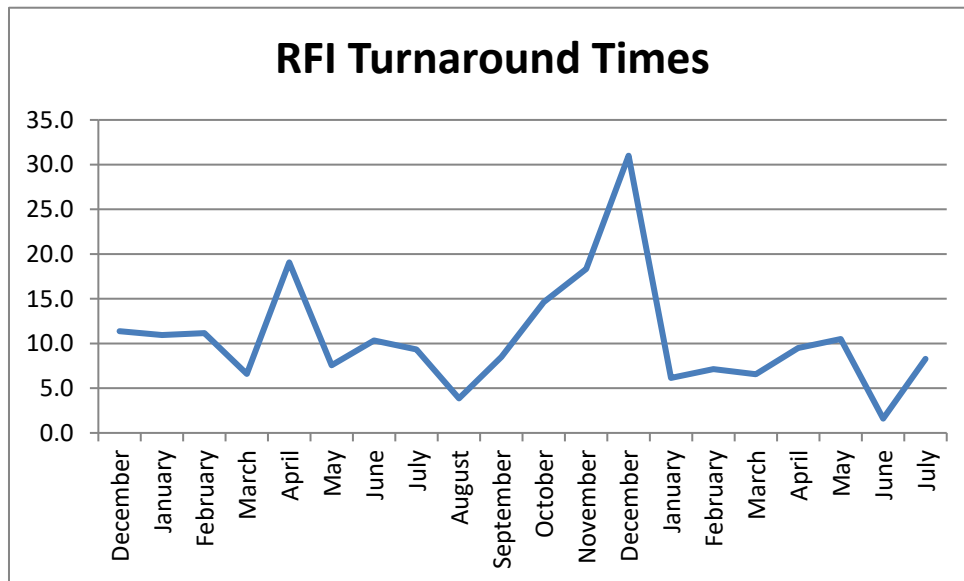
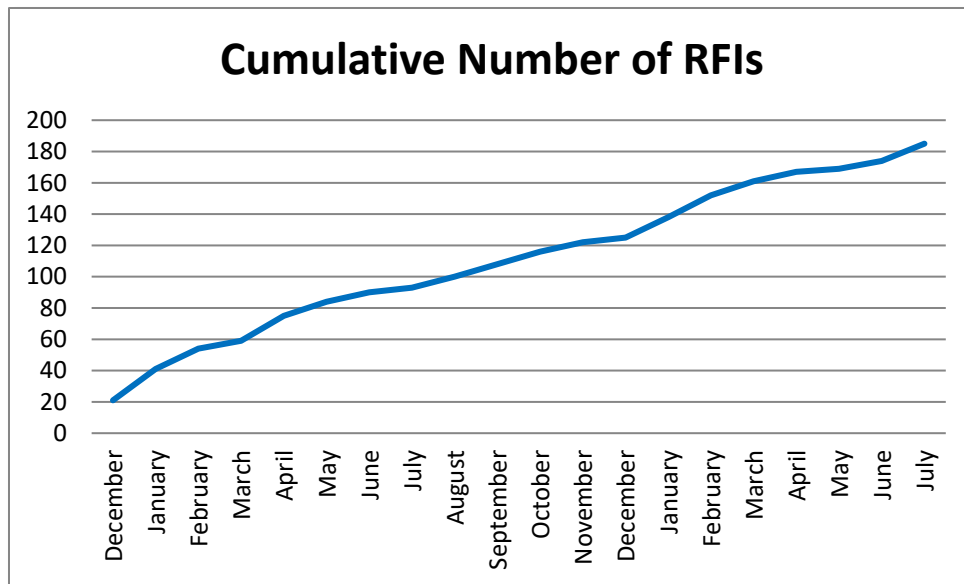
- Reviewed 11 RFIs.
- Reviewed 13 submittals.
- Attended four weekly progress meetings.

II. Request For Information

As of the end of July, there have been 185 RFIs. Based on our experience, the number of additional RFIs to finish the Project is anticipated to be approximately 84 or less.

Total average project turnaround time on RFIs is 10.3 days. Graph of RFIs per Month, Cumulative RFI Count and Average Turnaround Time per Month are shown below.

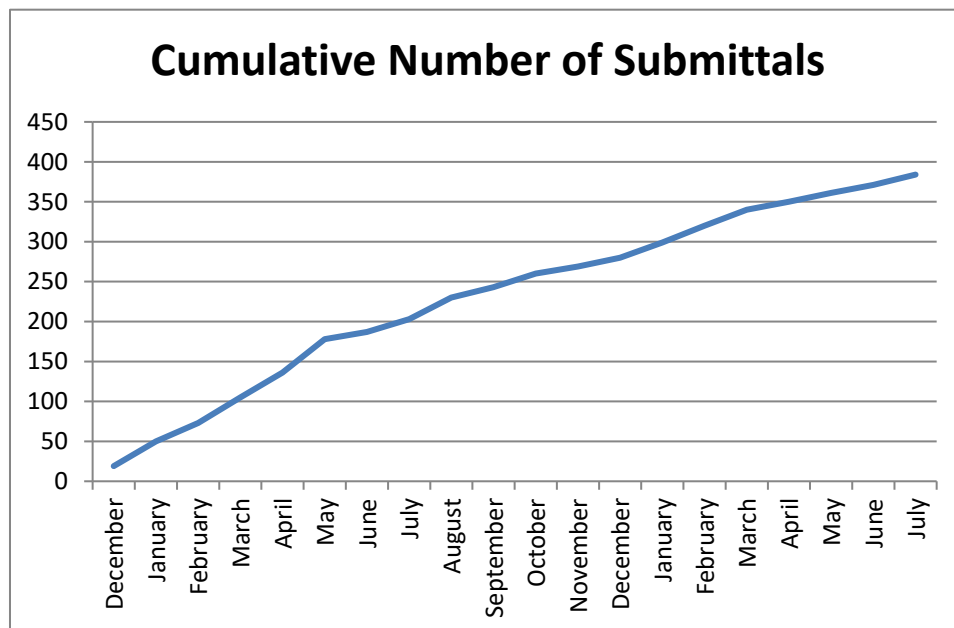
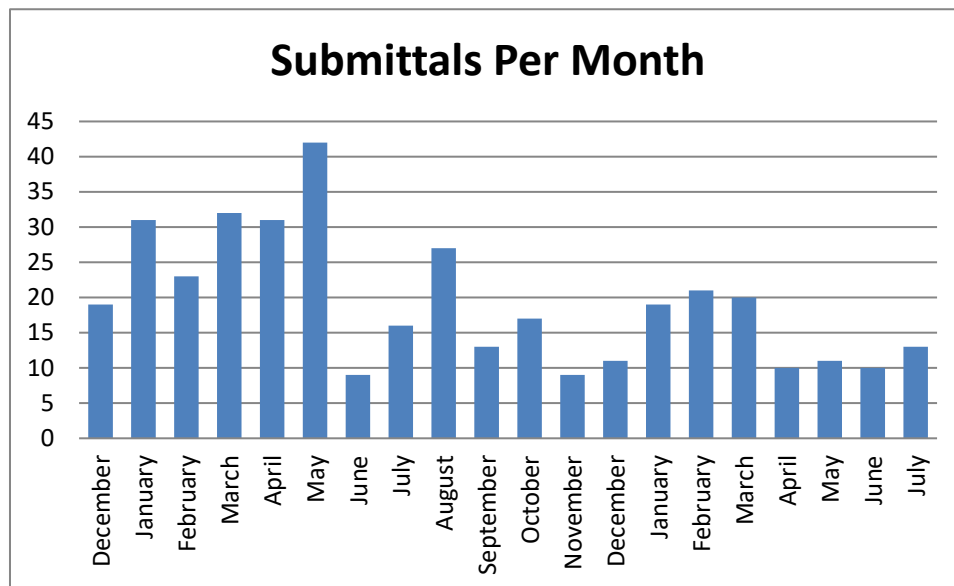


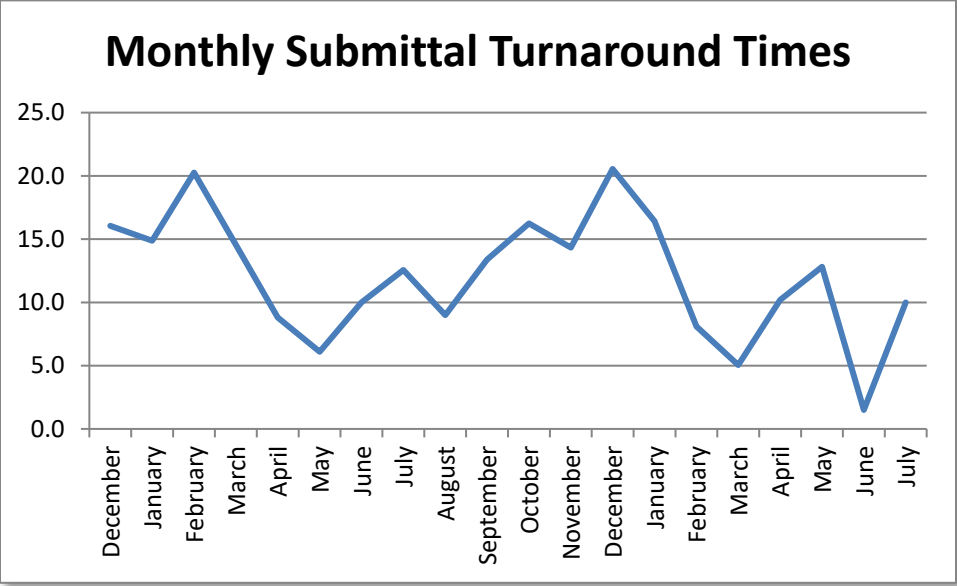


III. Submittals

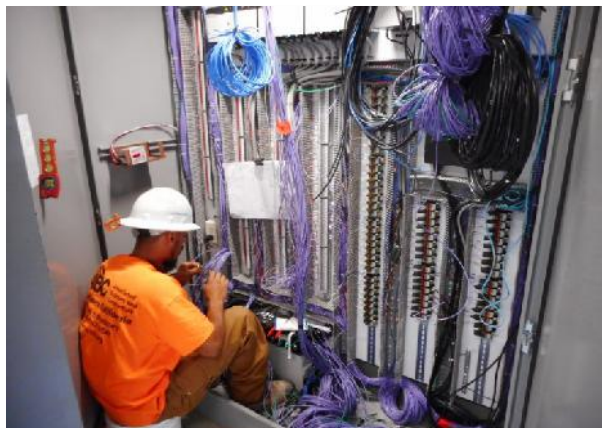
Currently, there have been 384 submittals with an average turnaround time of 11.1 days. We estimate that there will be approximately 177 additional submittals on this Project.

Graph of Submittals per Month, Cumulative Submittals, and Submittal Turnaround Times are shown below.





CONSTRUCTION PICTURES



Wiring PLC



Transformer Pad Ready for Concrete



New Staircase for Digester



Working on Level Transducers



Digester 1 Lid Coatings



Chemical Building Electrical



Dewatering Canopy Lighting and Soffit



Pulling feeders to Effluent Pumps



Installation of Screw Press Conduits



Removal of Existing Dewatering Canopy



Installation of Digester Guardrail



Wiring Motor Operated Valves on 6" DS

APPENDIX C

EXAMPLE PUNCH LIST
&
EXAMPLE DAILY REPORT



Punchlist

Owner:
Project Name:
Site(s) Location:
Contract Number:
Engineer of Record:
Contractor:

Updated: 6/4/2021

CATEGORY (CAT)

Items to be corrected/completed prior to pre-commissioning and operation of equipment	A
Items that may be corrected/completed after pre-commissioning (non-essential items)	B
Critical uncompleted works/activities required for safe working conditions or other purposes	C

STATUS (STS)

A	Work Complete
B	Work in Progress
C	Work yet to Begin

[illegible]

Notes:

The District reserves the right to add to this Open Item List until Final Completion. The items on this list are not intended to add or delete work to the Contract. All Contract work is required to be completed whether it is on the Punchlist or not.

ICM

ICM DAILY FIELD REPORT

Project Name:		Day/Date	Tuesday 6/23/2020
Project Owner:		Contractor:	Inspector: Paul Lopez
Weather:	Clear, Wind 0-5mph	Temp Hi/Lo:	105/69°F

Planned Work for Today:

At 6:30am I spoke with Danny C. about today's activities. WW plans to continue to terminate conductors at MCC-DWB, Screw Press equipment and LCP's, install ductbanks at the Chlorine Building, install exposed conduits to CCB 3W Disconnects, finish CPR-93 Digester light relocation, strip forms at XFMR-MOG equipment pad and mandrel conduits.

Electricians will also work on CPR 94 Dewatering Wire Mods.

Builtware to continue flashing at the connection of the Dewatering Canopy to the south wall of the Dewatering Building.

TPC (Keystone Sub) continue conveyor LCP modifications for CPR-94.

Actual Work for Today (Plan and Spec#) and Observations

DEWATERING BUILDING

Canopy

Builtware (2) at the existing CMU wall continued to install counterflashing with urethane sealant at the north end Rake. Workers followed MBCI installation instructions per Submittal 98. Finished the east side to the conveyor wall penetration.

DIGESTERS

Digester 1 (east)

No Work Today

Digester 2 (west)

No work.

OXYGEN REACTOR MUD VALVES AND MANWAYS

At 10:00am, Randy and Lee pumped out Train 2's effluent bay into the main channel, removed the 30" concrete core and began to clean all concrete surfaces. A bladder plug was installed at the outlet pipe. WW will finish cleaning tomorrow so I can inspect the condition of the existing concrete.

Electrical/Instrumentation/Controls/PLC/SCADA Work Today (Plan or Spec #):

Electrical Vaults and Duct bank Installation

At the Chlorine Building, Joe and Mike worked on finishing the ductbank PB-MCB to PTB-MCB and the 2-1" spare conduits to PB-CO2. WW wrapped the existing PVC conduits at the crossing to protect from sheer forces. The ductbank reinforcing still needs to be set in epoxy at the vault.

XFMR-MOG

Lee, Marco, Refugio and Miguel stripped form kickers at the equipment pad from yesterday's concrete placement but did not release the edge forms.

They pulled string and a mouse to clean all conduits to the equipment pad except for 6-4" conduits from PB-MOG to the existing live gutter box at the Main Breaker Cabinet.

Will pull mandrel tomorrow.

XFMR-MCB

Joe, Steve and Mike continued to install 4" conduits from PB-MCB to the XFMR pad for future MAIN/ATS cabinets. Sweeps and risers are Ocal conduit.

DEWATERING BUILDING

Mike Jr. and Sam continued to work on control conductor terminations at Conveyor LCP's at the Canopy Area. Part of this work is for CPR-94.

CPR-94 T&M: Sonny, Mike and Sam for 2 hours each.

Mike Sanders with TPC (Keystone Sub-contractor) continued wiring modification at all Conveyor LCP's per CPR-94. At panel doors installing pilot lights and control relays and wire to enable the chutes to be operated by SCADA as well as locally.

SECONDARY ELECTRICAL BUILDING (SEB)

Sonny continued to terminate power and control conductors at MCC-DWB at the Conveyor buckets. 2 hours of this work is for CPR-94.

RAS BUILDING

No Work Today

DIGESTER'S

CPR-93

Sonny, Art and Sophia completed wire terminations at the Panel Board and Light Fixture.

T&M: All 3 for 1 hour each.

CHLORINE CONTACT BASIN (CCB)

Randy K. and Casimiro continued installing Ocal conduit along existing handrail to each 3W Disconnect and from the Disconnects to each Motor.

CHLORINE BUILDING

No Work Today

At 3:30pm, WW left site.

Field Remarks/Conversation: None

Materials Delivered: None

Materials Installed: Ocal conduit and fittings, Canopy trim attached to Building,

Special Inspections and Testing (Name, company, in/out times, test procedures, test results):

Open Item List: See latest updated Open Items List on File for outstanding corrective work.

Visitors: None

Hrs*	Labor: Name, position, company	Op Hrs*	Equipment: ID#, make, model, type
0	David Park, Project Engineer, WW	0	F150 pick-up (David Park)
8	Danny Cornilsen, Gen. Superintendent, WW	8	F150 pick-up (Danny Cornilsen)
0	Matt Muntean, Director of Safety, WW	0	F150 pick-up (Matt Muntean)
0	Paul Healy, Electrical Superintendent, WW	0	F150 pick-up (Paul Healy)
8	Adam Kersten, Electrical Foreman, WW	8	F150 pick-up (Adam Kersten)
8	Alex Heier, Laborer, WW	8	F150 pick-up (Alex Heier)
8	Lee Lopez, Foreman, WW	8	F250 utility truck (Lee Lopez/mechanical crew)

8	Sarpreet “Sonny” Bal, Elect. Field FM, WW	8	F250 utility truck (Sonny Bal/electrical crew)
8	Randy Lopez, Laborer, WW	8	F250 utility truck (mechanical crew)
8	Randy Koster, Foreman/Operator, WW	8	F250 utility truck (elect crew)
8	Joe Torres, Foreman/Operator, WW	8	F250 utility truck (Joe Torres)
8	Steve Frame, Foreman, WW	8	F250 utility truck (Steve Frame)
0	Baltizar Villella, Foreman, WW	0	F350 utility truck (Balti Vaillella)
8	Morgan Lucero, WW	2	Cat 308 Ez Excavator
0	Marco Benitez, Laborer, WW	0	JLG Boom Forklift
0	Jose Toledo, Laborer, WW	0	Tadano TR-450XL Crane (45 Ton)
0	Miguel Camacho, Laborer, WW	0	Mustang MTL25 Skid Steer
0	Calvin Lucero, WW	4	Cat 420D Backhoe
8	Michael Hubbard, Laborer, WW	4	Cat 420D Backhoe
8	Michael Hubbard, Jr. Elect, WW	0	Cat 420D Backhoe
8	Marco Salas, Laborer, WW	0	Cat TH560B Forklift
0	Danny Frame, Laborer, WW	4	Cat TH580B Forklift
0	Jorge Urrutia, Laborer, WW	0	Miller Trailblazer 325 generator
8	Sam Regalado, Electrician Appr., WW	0	Miller Trailblazer generator
8	Refugio Loyola, Laborer, WW	0	Lincoln LN-25 welding unit (WTIG)
0	Cesar Villella, Laborer, WW	0	CAT Tow Behind Generator
8	Casimiro Hernandez, Laborer, WW	0	Tow Behind Water Wagon – (Qty 2)
0	Maximo Balderas, Laborer, WW	0	Airman PDS 1855 Compressor
8	Art Matlakiewicz. Electrician, WW		
8	Sophia Valderrama, Laborer Appr., WW		
	Sub-Contractor’s		
0	Tak, Project Manager, Telstar		
0	Dillon Newman, Technician, Telstar		
0	Kyle, Technician, Telstar		
0	Darren, Technician, Telstar		
8	Joey Ballenger, Foreman, Builtware	0	Gradeall 534C-10 Forklift
8	William Kalvig, Millwright, Builtware	8	Genie GS-1930 Scissor Lift
0	Jessie Joseph, Millwright, Builtware	8	Genie Z-45/25 Man Lift
0	Victor Reyes, Foreman, Brazos Urethane		
0	Ruben Gonzalez, Brazos Urethane		
0	Alonzo Ramos, Brazos Urethane		
0	Jesus Dominguez, Brazos Urethane		
*Hours are estimates only			
ICM Inspector Name and Signature: Paul Lopez			

City Council Staff Report

August 10, 2021



From: Julie Burke, Interim Finance Director

Prepared by: Julie Burke, Interim Finance Director

Agendized by: Sarah T. Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the acceptance of the American Rescue Plan Act funds from the U.S. Department of Treasury Coronavirus Local Fiscal Recovery Fund up to the allocated amount of \$15,753,190 in 119-10-188.34307 "American Rescue Plan Act" and authorizing the City Manager or his/her designee to execute all documents necessary to process the receipt and disbursement of those funds

2. SYNOPSIS:

Accepting an allocation of funds and authorizing the execution of an agreement for American Rescue Plan Acts funds from the U.S. Department of Treasury, in the amount of \$15,753,190.

3. DISCUSSION OF ISSUE:

On January 30, 2020, the World Health Organization declared the COVID-19 outbreak a public health emergency of international concern. On March 17, 2020, the Director of Emergency Services for the City of Turlock proclaimed the existence of a local emergency in the City based on conditions or threatened conditions caused by COVID-19.

On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

In contrast to the CARES Act which intended to be used to meet relatively short-term needs, the American Rescue Plan Act is intended to provide fiscal relief over a broader timeline. The City of Turlock may use the funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December

31, 2024, as long as the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026.

The City of Turlock received notification on July 14, 2021 that the Department of Treasury will be processing a payment in the amount of \$7,867,595. This represents the first tranche of 50% of the total award of \$15,753,190. The second tranche will be paid out in twelve months.

The U.S. Department of Treasury released their Interim Final Rule on May 17, 2021 which provided guidelines and eligibility of funds.

Funds may be used to:

- Respond to the COVID-19 public health emergency and its negative economic impact, including assistance to households, small businesses, and non-profits, or aid to impacted industries such as tourism, travel, and hospitality.
- Respond to workers performing essential work by providing premium pay to eligible workers.
- Replace revenue lost to provide government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency. Revenue generated by utilities is excluded.
- Make necessary investments in water, sewer, or broadband infrastructures.

Ineligible Uses

- Depositing funds into any pension fund.
- Contributions to rainy day funds or similar reserves.
- Pay expenses related to financing, outstanding debt, or settlement agreements

Economic Impacts

Assistance to households may include food assistance, rent, mortgage, utility assistance, or internet access.

State, local, and Tribal governments may provide assistance to small businesses and non-profits to adopt safer operating procedures, weather periods of closure, or mitigate financial hardship resulting from COVID-19 public health emergency including loans or grants to support, as examples, payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs.

Aid may be provided to support the safe reopening of businesses in the tourism, travel, and hospitality industries. It could include assistance to implement COVID-19 mitigation and infection prevention measures to enable safe resumption of these services.

The Interim Rule requires that State, local, and Tribal governments publicly report assistance provided to private-sector businesses under this eligible use, including tourism, travel, and hospitality, and other impacted industries.

In order to comply with the guidelines, the business or non-profit must identify the negative impacts of the pandemic and how the aid provided responds to these impacts.

The Interim Rule includes as an eligible use payroll, covered benefits, and other costs associated with rehiring public sector staff, up to the pre-pandemic staffing level of government.

Premium Pay

The American Rescue Plan Act funds may be used to provide premium pay to eligible workers performing essential work during the COVID-19 public health crisis. These are workers who have been and continue to be relied on to maintain continuity of operations of essential critical infrastructure sectors, including those who are critical to protecting the health and wellbeing of their communities. “Essential work” is defined as work involving regular in person work interactions or regular physical handling of items handled by others. “Critical infrastructure sectors” include healthcare, education, childcare, transportation, sanitation, grocery and food production, and public health and safety.

Premium pay is defined to mean an amount up to \$13 per hour in addition to wages received and in an aggregate amount not to exceed \$25,000 per eligible worker. If by adding the premium pay it increases a worker’s total pay above 150 percent of their residing state’s annual wage for all occupations, as defined by the Bureau of Labor Statistics’ Occupational Employment and Wage Statistics or the county’s average annual wage, as defined by the Bureau of Labor Statistics’ Occupational Employment and Wage Statistics, whichever is higher, on an annual basis, then written justification of how the premium pay is responsive to workers performing essential work during the public health emergency is required. Premium pay may be paid retrospectively. 1/27/20 is the date referenced as the start of the COVID-19 public health emergency.

Reduction in Revenue

Recipients may use these funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency. The Interim Final Rule establishes a methodology to calculate the reduction in revenue. Specifically, recipients will compute the extent of their reduction in revenue by comparing their actual revenue to an alternative representing what they could have expected to occur in the absence of the pandemic. The Interim Final Rule adopted a definition of “General Revenue” for purposes of this calculation. The definition of “General Revenue” excludes revenue generated by utilities and insurance trusts.

Investments in Water and Sewer Infrastructures

Recipients may use the American Rescue Plan Act funds for investment and improvements to existing water and sewer infrastructure. Eligible uses align with projects that would be eligible to receive financial assistance through the Environmental Protection Agency's (EPA) Clean Water State Revolving Fund or Drinking Water State Revolving Fund. It may be used to build or upgrade facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Carl Brown, Interim Deputy Municipal Services Director, has provided a list of wastewater and drinking water projects that are eligible for consideration:

WASTEWATER

Flotation Clarifier Improvement Project

1. Project Status: 30% Design
2. Project estimate: \$6.5M
3. Project Overview:
 - a. Increase sewer treatment capacity by replacing pressurization system on the flotation clarifiers. Project will include upgrade all the electrical and mechanical equipment.

Chemical Facility Rehabilitation Project

1. Project Status: 9 month construction schedule starts in August 2021
2. Project Cost: \$5.5M
3. Project Overview:
 - a. Replace storage and chemical feed systems for the dechlorination and coagulate facilities
 - b. Replace chlorine gas system with sodium hypochlorite

Biotower Rehabilitation

1. Project status: Working on rehabilitation options
2. Project Cost: \$0.5M
3. Project Overview:
 - a. Replace rotatory distributor system on two Biotowers

DRINKING WATER

SRWA Regional Surface Water Supply Project

1. Project Status: Pipelines and treatment plant under construction
2. Project Cost: \$113M
3. Treatment of surface water and delivery to the cities of Turlock and Ceres

CP 18-69 Local Water Distribution Systems Improvement Project

1. Project Status: Construction will begin soon
2. Project cost: \$32M
3. System facilities needed to accept treated surface water and integrate into the existing water distribution system.

Investments in Broadband Infrastructure

The COVID-19 public health emergency showed the importance of universally available, high-speed, reliable, and affordable broadband coverage as millions of Americans rely on the internet to participate in, among critical activities, remote school, healthcare, and work.

The Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved. It defines this in areas that lack access to a wireline connection capable of reliably delivering at least minimum speeds of 25 Mps download and 3 Mps upload as households and businesses lacking this level of access are generally not viewed as being able to originate and receive high-quality voice, data, graphics, and video communications.

This guidance by the Treasury Department has been identified as an interim ruling and they have confirmed that additional clarifications will be made available at a later date. The City of Turlock will be subject to federal reviews and/or audits and will be required to retain supporting documents for five years after all funds have been expended or returned to the Treasury, whichever is later.

Staff is requesting scheduling a workshop with Council to discuss a process to determine use of these funds.

4. BASIS FOR RECOMMENDATION:

- A. Authorization to accept American Rescue Plan Act funding.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$7,867,595 in Fiscal Year 2021-22

Budget Amendment

Appropriation of \$7,867,595 to 119-10-188.34307 to be funded by the U.S. Department of Treasury first tranche of the American Rescue Plan Act funds.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. Council could decline to accept the American Rescue Plan Act funds. Staff does not recommend this alternative.

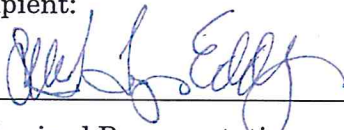
U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Turlock 156 S. Broadway #110 Turlock, CA 95380	DUNS Number: 07-879-2496 Taxpayer Identification Number: 94-6000445 Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:



Authorized Representative:

Title: Interim City Manager

Date signed: 6/29/21

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

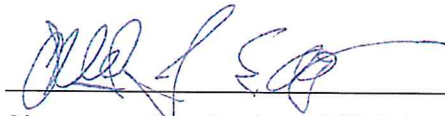
Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

CITY OF TURLOCK

Date

1/6/2021



Signature of Authorized Official

SARAH T. EDDY, INTERIM CITY MANAGER

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
ACCEPTANCE OF THE AMERICAN RESCUE }
PLAN ACT FUNDS FROM THE U.S. }
DEPARTMENT OF TREASURY }
CORONAVIRUS LOCAL FISCAL RECOVERY }
FUND UP TO THE ALLOCATED AMOUNT }
OF \$15,753,190 IN 119-10-188.34307 }
“AMERICAN RESCUE PLAN ACT” AND }
AUTHORIZING THE CITY MANAGER OR }
HIS/HER DESIGNEE TO EXECUTE ALL }
DOCUMENTS NECESSARY TO PROCESS }
THE RECEIPT AND DISBURSEMENT OF }
THOSE FUNDS }

RESOLUTION NO. 2021-

WHEREAS, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, Congress has allocated \$350 billion in Coronavirus State Fiscal Recovery Funds for state, local, territorial, and Tribal governments, marking the first time in history funding has been allocated directly to local governments from the Federal government; and

WHEREAS, the City of Turlock has been allocated \$15,753,190 to come directly from the U.S. Department of Treasury; and

WHEREAS, the City of Turlock has until December 31, 2024 to obligate the funds and until December 31, 2026 to fully expend the funds for eligible costs as summarized in Attachment “A”.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby:

1. Authorize accepting the allocation of up to \$15,753,190 for Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program from the U.S. Department of Treasury that was established by the American Rescue Plan Act; and

2. Authorize the execution by the City Manager or his/her designee of the Coronavirus Local Fiscal Recovery Funds Agreement and all documents necessary to process the receipt and disbursement of those funds; and
3. Appropriation of the SLFRF program revenues to the appropriate revenue (119-10-188.34307 "American Rescue Plan Act") and expenditure accounts to Fund 119 "American Rescue Plan Act". The amount of revenue to be received in Fiscal Year 2021-22 is \$7,867,595 (50% of the total award).

BE IT FURTHER RESOLVED, that the City Council of the City of Turlock does hereby appoint Sarah T. Eddy, Interim City Manager of the City of Turlock or her designee, as agent to conduct all negotiations, execute, and submit all documents including, but not limited to, applications, agreements, payment requests, and other documents which may be necessary for receipt and disbursement of those funds.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of August 2021, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

**CORONAVIRUS LOCAL FISCAL RECOVERY FUND
U.S. Department of Treasury Interim Final Rule
May 17, 2021**

Eligible Uses

Funds may be used to:

- Respond to the COVID-19 public health emergency and its negative economic impact, including assistance to households, small businesses, and non-profits, or aid to impacted industries such as tourism, travel, and hospitality.
- Respond to workers performing essential work by providing premium pay to eligible workers.
- Replace revenue lost to provide government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency. Revenue generated by utilities is excluded.
- Make necessary investments in water, sewer, or broadband infrastructures.

Ineligible Uses

- Depositing funds into any pension fund.
- Contributions to rainy day funds or similar reserves.
- Pay expenses related to financing, outstanding debt, or settlement agreements.

Economic Impacts

Assistance to households may include food assistance, rent, mortgage, utility assistance, or internet access.

State, local, and Tribal governments may provide assistance to small businesses and non-profits to adopt safer operating procedures, weather periods of closure, or mitigate financial hardship resulting from COVID-19 public health emergency including loans or grants to support, as examples, payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs.

Aid may be provided to support the safe reopening of businesses in the tourism, travel, and hospitality industries. It could include assistance to implement COVID-19 mitigation and infection prevention measures to enable safe resumption of these services.

Attachment “A”

The Interim Final Rule includes as an eligible use payroll, covered benefits, and other costs associated with rehiring public sector staff, up to the pre-pandemic staffing level of government.

Premium Pay

The American Rescue Plan Act funds may be used to provide premium pay to eligible workers performing essential work during the COVID-19 public health crisis. These are workers who have been and continue to be relied on to maintain continuity of operations of essential critical infrastructure sectors, including those who are critical to protecting the health and wellbeing of their communities. “Essential work” is defined as work involving regular in person work interactions or regular physical handling of items handled by others. “Critical infrastructure sectors” include healthcare, education, childcare, transportation, sanitation, grocery and food production, and public health and safety.

Premium pay is defined to mean an amount up to \$13 per hour in addition to wages received and in an aggregate amount not to exceed \$25,000 per eligible worker. If by adding the premium pay it increases a worker’s total pay above 150 percent of their residing state’s annual wage for all occupations, as defined by the Bureau of Labor Statistics’ Occupational Employment and Wage Statistics or the county’s average annual wage, as defined by the Bureau of Labor Statistics’ Occupational Employment and Wage Statistics, whichever is higher, on an annual basis, then written justification of how the premium pay is responsive to workers performing essential work during the public health emergency is required. Premium pay may be paid retrospectively. 1/27/20 is the date referenced as the start of the COVID-19 public health emergency.

Reduction in Revenue

Recipients may use these funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency. The Interim Final Rule establishes a methodology to calculate the reduction in revenue. Specifically, recipients will compute the extent of their reduction in revenue by comparing their actual revenue to an alternative representing what they could have expected to occur in the absence of the pandemic. The Interim Final Rule adopted a definition of “General Revenue” for purposes of this calculation. The definition of “General Revenue” excludes revenue generated by utilities and insurance trusts.

Investments in Water and Sewer Infrastructures

Recipients may use the American Rescue Plan Act funds for investment and improvements to existing water and sewer infrastructure. Eligible uses align with projects that would be eligible to receive financial assistance through the Environmental Protection Agency’s (EPA) Clean Water State Revolving Fund or Drinking Water State Revolving Fund. It may be used to build or upgrade facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Attachment “A”

Investments in Broadband Infrastructure

The Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved. It defines this in areas that lack access to a wireline connection capable of reliably delivering at least minimum speeds of 25 Mps download and 3 Mps upload as households and businesses lacking this level of access are generally not viewed as being able to originate and receive high-quality voice, data, graphics, and video communications.

City Council Staff Report

August 10, 2021



From: Sarah Tamey Eddy, Interim City Manager

Prepared by: Kellie Weaver, Interim City Clerk

Agendized by: Sarah Tamey Eddy, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Providing direction to staff to prepare and bring back a new Resolution rescinding Resolution No. 2009-246 and adopting a new Resolution identifying a revised Contract Change Order procedure

2. SYNOPSIS:

Members of the City Council have expressed interest in seeing modifications to the Contract Change Order process. This item will allow public discussion between the City Council, City Staff, and the public to determine new procedures regarding Contract Change Orders. Council will provide direction to staff which will allow the City Engineer to bring forward a new document that incorporates the direction provided by City Council.

3. DISCUSSION OF ISSUE:

At the July 27, 2021 Turlock City Council Meeting, members of the Turlock City Council expressed interest in establishing new guidelines for the manner in which Contract Change Orders are processed. Resolution No. 2009-142 is the current Resolution outlining Change Order guidelines. (See Exhibit A).

Council seeks to discuss and provide information to staff regarding the Contract Change Order Process in a public forum. Council will provide direction to staff which will allow the City Engineer to prepare a new document that incorporates the direction provided by City Council to govern the Contract Change Order process.

4. BASIS FOR RECOMMENDATION:

- A. Staff needs City Council direction in order to revise the Contract Change Order procedure.
- B. A public forum provides for transparency and allows for discussion between the City Council, City Staff, and the public.

5. FISCAL IMPACT/BUDGET AMENDMENT:

There is no fiscal impact.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

- A. The Council could choose to continue to operate under the existing Resolution No. 2009-246 regarding Contract Change Orders.



SARAH TAMEY EDDY
INTERIM CITY MANAGER

OFFICE OF THE CITY MANAGER
SEDDY@TURLOCK.CA.US

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668 | TDD 1-800-735-2929

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: SARAH TAMEY EDDY, INTERIM CITY MANAGER

DATE: AUGUST 6, 2021

RE: COUNCIL ITEMS FOR FUTURE CONSIDERATION

At the July 27, 2021 City Council meeting, several requests were identified as “COUNCIL ITEMS FOR FUTURE CONSIDERATION.” Some of those items have been addressed during the course of this meeting (August 10, 2021).

In order to ensure the additional requests made at the July 27, 2021 meeting are placed on a future agenda for consideration, please follow the guidelines listed in Resolution No. 2008-019. Resolution 2008-019 is included with this Memorandum for your reference. Following these guidelines for these and any future requests will enable staff to manage the process in an efficient manner.

If you have questions regarding any information contained in this Memorandum, please do not hesitate to contact me.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING
PROCEDURES AND RULES FOR
PLACING MATTERS ON THE
CITY COUNCIL MEETING AGENDA

RESOLUTION NO. 2008-019

WHEREAS, the Turlock City Council desires to adopt a set of written rules for placing matters on the agenda.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt the following rules and procedures and shall apply them to all City Council meetings:

The City Manager is authorized and directed to place all routine approvals and authorizations on the agenda. Other matters may be scheduled for Council consideration on a future agenda in the following ways:

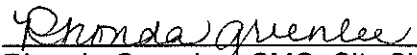
- (1) by direction of the Mayor;
- (2) by direction of the City Manager in consultation with the Mayor;
- (3) by a council member utilizing the process set forth below;
- (4) pursuant to processes set forth in statutory or similar legal authority, such as review of a land use matter after Planning Commission consideration and recommendation.

Each City Council agenda shall specifically provide for a discussion of Future Agenda Items. Council members wishing to place items on a future agenda shall submit requests to the City Manager at least ten (10) days before the Council meeting. The item shall identify the council member making the request and contain a brief description of the subject matter. Staff shall assist in framing the request. The Council will consider only whether staff time and City resources should be expended on the item. Any such items deemed by the City Manager to be of an urgent nature may be placed directly on the agenda. Members of the public wishing to place an item on the agenda must have a council member sponsor the item.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of January, 2008, by the following vote:

AYES:	Councilmembers Hatcher, Howze, Spycher, Vander Weide and Mayor Lazar
NOES:	None
ABSTAIN:	None
NOT PARTICIPATING:	None
ABSENT:	None

ATTEST:


Rhonda Greenlee, CMC, City Clerk,
City of Turlock, County of
Stanislaus, State of California